



ACCOUNT AGREEMENT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, BancFirst.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.
- "Account Information" or "Signature Card" is a document we use to open or establish an account.
- "Disclosures" may include, as applicable to your account(s), Substitute Check Policy Disclosure, Funds Availability Policy Disclosure, Electronic Fund Transfer Disclosure, Truth in Savings Disclosure, Privacy Policy.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

THE BINDING ARBITRATION SECTION OF THIS AGREEMENT BEGINNING ON PAGE 10 INCLUDES BINDING ARBITRATION PROVISIONS (WITH A CLASS ACTION WAIVER) THAT GOVERN HOW CLAIMS ARE RESOLVED BETWEEN US. BY CONTINUING TO BANK WITH BANCFIRST AFTER RECEIVING THIS AGREEMENT, YOU AGREE TO RESOLVE ANY DISPUTE BETWEEN US VIA INDIVIDUAL ARBITRATION AND THAT OUR LIABILITY TO YOU MAY BE LIMITED.

YOUR CHOICE OF ACCOUNT. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you choose. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

INDIVIDUAL ACCOUNT. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

IN TRUST FOR ACCOUNT. An In Trust For account permits the account owners (trustee(s)) to transfer the account (trust) funds to named beneficiaries. If two or more trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. The trustee(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. The trustee(s) may withdraw all or part of the funds at any time. Beneficiaries of an In Trust For account receive title and withdrawal rights in accordance with your beneficiary designation and any applicable state law upon your death, after all of the outstanding checks and debits of the owner have been paid. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving all

of the trustees. If more than one named beneficiary survives all of the trustees, then the beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no beneficiary survives all of the trustees then the trust shall terminate and title to the account shall VEST in the trustees. In that case, it will be treated as an individual account (if there is one surviving trustee) or as a joint account with right of survivorship (if there is more than one surviving trustee) in the name(s) of the surviving trustees, rather than an In Trust For account.

To the extent that they apply to your situation, individual account and joint with right of survivorship have the following meanings: The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

PAYABLE ON DEATH ACCOUNT. A Payable On Death account may be opened by one or more owners of the account. If two or more owners create a Payable On Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The owner(s) of a Payable On Death Account are, subject to the terms set forth below, permitted to designate primary and contingent beneficiaries to which the account will be transferred upon the death of the last surviving owner of the account in the manner set forth below.

If there is only one primary beneficiary on a Payable On Death account and that beneficiary is an individual, the account owner(s) may designate one or more contingent beneficiaries of the account. If there is more than one primary beneficiary on a Payable On Death account, contingent beneficiaries shall not be allowed on that account.

If one or more primary beneficiary is living at the time of the death of the last surviving owner of a Payable On Death Account, then after all of the outstanding checks and debits of the owner(s) have been paid, the remaining funds in the account shall be held for or paid to the living beneficiary or beneficiaries in equal shares and shall not be property of the estate of the deceased owner(s) of the account.

If no primary beneficiary is living at the time of the death of the last surviving owner of a Payable On Death Account and one or more contingent beneficiaries have been designated on the account and are living, then after all outstanding checks and debits of the owner(s) have been paid, the remaining funds in the account shall be held for or paid to the living contingent beneficiary or beneficiaries in equal shares and shall not be property of the estate of the deceased owner(s).

If no primary or contingent beneficiary is living at the time of the death of the last surviving owner of a Payable On Death Account, then after all outstanding checks and debits of the owner(s) have been paid, the remaining funds in the account shall be held for or paid to the estate of the last surviving owner of the account.

The account owner(s) may change the named beneficiaries at any time by written direction in a form acceptable to us.

JOINT WITH RIGHT OF SURVIVORSHIP ACCOUNT. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

JOINT WITHOUT RIGHT OF SURVIVORSHIP ACCOUNT. The tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as tenants in common and that there shall not be a right of survivorship between the tenants. Upon the death of a tenant, we may pay the decedent's share of the account to his or her estate. If there is more than one surviving tenant, then between the surviving tenants, the account shall continue to be held as a joint account without right of survivorship. When there is only one surviving tenant, the account shall be treated as an individual account.

CUSTODIAL ACCOUNT. Any custodial account maintained is subject to the Oklahoma Uniform Transfers to Minors Act, or similar applicable law, as adopted by the state. The account must be opened in the name of a custodian for the minor. There may be only one custodian and one minor for each account.

TRUST - SEPARATE AGREEMENT. You have advised us that a written trust agreement exists that is separate from this deposit agreement. You agree, however, that we may absolutely rely upon the representations of you and your attorney to us as to the identity of the trustee and beneficiary and as to other terms of the trust. We have the right to require you or your attorney to complete a trust account certification or other summary of the terms of the trust, in a manner acceptable to us. The trustee agrees to comply with all applicable laws as to his or her actions as trustee of the account.

FIDUCIARY ACCOUNT. Fiduciary accounts are those established by a person acting for the benefit of another person. Fiduciary accounts include, but are not limited to, guardianship, conservatorship, formal trust, and agency accounts. We reserve the right to require documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to a fiduciary account have the authority to engage in such transactions. We will continue to honor the fiduciary authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable time to act on that notice.

ESTATE ACCOUNT. Estate accounts include, but are not limited to, executor, administrator, and personal representative accounts of a decedent's estate. We reserve the right to require documents and authorizations we believe are necessary or appropriate to satisfy us that the person(s) requesting or directing the transactions related to an estate account have the authority to engage in such transactions. We will continue to honor the estate authority presented until we receive written notice that the authority has been altered or terminated and we have had a reasonable time to act on that notice.

TAX FAVORED ACCOUNT INVESTMENTS. For tax favored accounts (Individual Retirement Accounts (IRAs), Health Savings Accounts (HSAs), and Coverdell Education Savings Accounts (ESAs), the provisions of the Plan Agreement should be read in conjunction with this Agreement. If any provision of this Agreement and the Plan Agreement conflict, the Plan Agreement language will control.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

POWER OF ATTORNEY. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. **ANY DAMAGES YOU INCUR THAT WE MAY BE LIABLE FOR ARE LIMITED TO ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT OF THE CHECK.**

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you, to the extent allowed by law.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI

that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at BancFirst only."

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

FOR CERTIFICATE OF DEPOSIT TIME ACCOUNTS. All time deposits are maintained as book entries on the books of the Bank, except for those previously issued time deposits which are evidenced by a paper certificate. To redeem a time deposit evidenced by a paper certificate, you must present the original paper certificate to the Bank. All time deposits are non-negotiable.

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY. The APY assumes interest will remain on deposit until maturity.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FOR CHECKING AND NOW ACCOUNTS.

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

FOR MONEY MARKET AND SAVINGS ACCOUNTS.

Withdrawal Notice Requirements. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you or the United States Postal Service provided to us will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not

receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, to a designated e-mail address, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Oklahoma. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the item or account with reasonable certainty. Oral requests for a Stop Payment Order over \$2,500 are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or oral request, a Stop Payment Order on a check remains in effect for eighteen months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the item on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional eighteen months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period.

For consumer accounts, a Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law. You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

For commercial accounts, a Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) eighteen months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional eighteen months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, NACHA Operating Rules, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check

DEATH OR INCOMPETENCY. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

POSTING ORDER OF TRANSACTIONS. Transactions officially post during nightly processing each Business Day, except for limited exceptions, which are generally processed the next morning. Posting a transaction affects your Actual (Ledger) Balance. The Actual (Ledger) Balance means the amount of funds BancFirst's records show in your account, including debits and credits that have posted to your account to date. The Available Balance is the amount you have in your account at a particular time that is available for withdrawal. The Available Balance is equal to the Actual (Ledger) Balance minus Pending Transactions that we are aware of that have not yet posted to your account and holds placed on your account as permitted under our Funds Availability Policy Disclosure or government levy. Pending Transactions are those debits and credits we have received or authorized, but not yet posted. Transactions post in order of their transaction category. The transaction categories are listed below in the order in which they post. Transactions in the first numbered transaction category post first; transactions in the last transaction category post last. Within each transaction category, the transactions will post in order from smallest to largest amount unless otherwise stated.

1. Transactions presented to the bank the previous banking day which require further review and/or action from bank and any overdraft or insufficient funds fees associated with said transactions.
2. Deposits and other credit transactions.
3. Interest adjustments and tax withholding.
4. Withdrawals to close an account.
5. Wire transfers and debit card transactions.
6. Other transactions initiated at or by the bank, including through internet banking or mobile app.
7. Loan payment transfers.
8. ACH debits.
9. Checks posted in check number order.
10. All other fees.

NON-SUFFICIENT FUNDS AND OVERDRAFTS.

ACTUAL (LEDGER) BALANCE. We use an Actual (Ledger) Balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The Actual (Ledger) Balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and spend \$30. Your Actual (Ledger) Balance is \$100 because the pending \$30 does not reduce the Actual (Ledger) Balance until it posts to your account.

RETURN ITEM OR ACH ENTRY FOR NON-SUFFICIENT FUNDS. You will be charged a fee each time that: (1) a request or demand for payment of funds from your account is made (whether by you or any other person and whether via the presentation of a check drawn on your account for payment, the receipt of an ACH debit item seeking funds from your account, a wire transfer seeking funds from your account, a requested withdrawal from your account, or any other manner); (2) there are not, at the time the request or demand is processed by the bank, sufficient funds available in your account to cover the amount of the demand or request for payment; and (3) the bank concludes that it should not honor the demand or request as a payable overdraft on your account, but instead return it due to insufficient funds. If a request or demand for payment of funds from your account is returned for insufficient funds, the same request or demand for payment may be presented to the bank one or more additional times. If this occurs, you will be charged a new fee if: (1) there are not sufficient funds in your account to cover the amount of the re-presented demand or request at the time it is processed by the bank; and (2) the bank concludes the re-presented demand or request should not be paid as an overdraft, but instead be returned for insufficient funds. Put otherwise and for the avoidance of doubt, you will be charged a fee each and every time that a demand or request for payment of funds from your account is returned for insufficient funds even if the request or demand for payment has been previously presented and returned for insufficient funds and you have been previously charged a fee related to the prior presentment.

OVERDRAFTS. You will be charged a fee each time that: (1) a request or demand for payment of funds from your account is made (whether by you or any other person and whether via the presentation of a check drawn on your account for payment, the receipt of an ACH debit item seeking funds from your account, a wire transfer seeking funds from your account, a requested withdrawal from your account, or any other manner); (2) there are not, at the time the request or demand is processed by the bank, sufficient funds available in your account to cover the amount of the demand or request for payment; and (3) the bank, in its sole discretion and with your authorization to do so, honors the request or demand as an overdraft on your account. You will be charged this fee even if the request or demand for payment has been previously returned by the bank for insufficient funds and you have been charged a fee associated with this prior transaction. Put otherwise, and for the avoidance of doubt, if the bank returns a request or demand for payment for insufficient funds and you are charged a fee and the request or demand for payment is presented to the bank again and paid as an overdraft, you will be charged a fee associated with the payment of the overdraft.

If you have authorized us to pay overdrafts on everyday debit card transactions, the timing of settlement and other outstanding debits may create overdrafts on your account. For example, on Monday, your Actual (Ledger) Balance is \$100, and you go to the gas station and make a purchase of \$75. At that time, we authorize the transaction, but the transaction does not post to your account that day. On Tuesday, a check you wrote posts for \$50, reducing your Actual (Ledger) Balance to \$50. On Wednesday, the merchant requests payment of the \$75 debit card purchase. At that time, your account has an Actual (Ledger) Balance of \$50 and does not have sufficient funds to pay for the debit card purchase, so the payment of that debit card purchase may result in an overdraft fee(s) on your account.

OVERDRAFT PRIVILEGE. For eligible checking accounts, Overdraft Privilege is available for unforeseen circumstances if your account's Actual (Ledger) Balance does not have sufficient funds to cover a transaction. We strive to pay transactions presented on your account. Overdraft Privilege is designed to cover short term financial needs if your account were to become overdrawn. Overdraft fees will be incurred for each transaction we pay into overdraft. Limits are variable and may change daily based on your account status, which includes age of your account and deposit activity. It may also factor in any prior overdraft repayment patterns. If you do not want to take advantage of the standard overdraft privilege, please contact a BancFirst representative. If you would like the standard overdraft privilege to also cover everyday debit card transactions, you will need to opt in through a separate form (What You Need to Know About Overdrafts and Overdraft Fees.)

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system, and you agree that any calls between you and us may be monitored or recorded. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of Oklahoma, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

DISPUTES. If any dispute arises regarding the ownership of an account, the authority to transact business (including but not limited to the right to change or designate account owners) or if any claim is asserted by a third party against the account, the Bank in its sole discretion may: (1) rely on current signature cards, resolutions, or other account documents, (2) honor the claim upon receipt of documentation the Bank deems satisfactory, (3) freeze all or part of the funds in the account until the matter is resolved to the satisfaction of the Bank, or (4) pay the funds into an appropriate court of law.

UNLAWFUL INTERNET GAMBLING. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

WAIVER OF JURY TRIAL; JURISDICTION; VENUE. By signing the Account Information/Signature Card, and as part of the consideration in opening the Account, you and Bank jointly waive unconditionally the right to trial by jury trial involving any disputes directly or indirectly concerning the account. You and Bank agree that any litigation involving the account will be brought exclusively in the State or the Federal District Court where the Bank is located.

DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, and CLASS ACTION WAIVER. We strive to ensure that at all time, you and the bank have a positive and mutually beneficial relationship. There are, however, some instances in which we may unfortunately be unable to resolve an issue that arises between us. This provision of the Agreement sets forth the procedure pursuant to which we have agreed to resolve any such Disputes, as the term is defined below.

For purposes of this Agreement and this Dispute Resolution Provision, the term Disputes means, without limitation, any controversy, claim, demand, cause of action of any kind, request for relief, or asserted right advanced pursuant to any theory, statute, regulation, or law, whether legal or equitable, that arise out of or in any way relates to the dealings between you and BancFirst. Such dealings include, but are not limited to this Agreement, any prior Agreements between you and BancFirst, your account(s) with BancFirst and any activities thereon, any feature or service provided to you by BancFirst, your use of BancFirst

software, websites, and/or smartphone apps, any fees BancFirst has or might charge you, the circumstances leading up to you becoming an BancFirst customer and/or the termination of that relationship, as well as all other aspects of your relationship with BancFirst whether such dealings occurred prior to or after your receipt of this Agreement and your continued relationship with BancFirst.

All Disputes, including, but not limited to any controversy regarding the arbitrability of any claim(s) or causes of action asserted by any party; *i.e.*, any controversy related to the “making” (9 U.S.C. § 4) of this Agreement, its existence, validity, and/or enforceability shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may, at their election, initiate a small claims court proceeding, provided the Dispute is properly subject to the jurisdiction of a small claims court. Additionally, BancFirst may, at its discretion, interplead funds in your account(s), whether involved in a Dispute or not, in to court. And finally, nothing in this Dispute Resolution Provision shall limit the right of any party to exercise self-help remedies, such as set-off or repossession, or to obtain provisional remedies. Neither our mutual right to, if appropriate, initiate a small claims proceeding, nor our mutual right to seek self-help and/or provisions remedies, nor our right to, where appropriate, interplead funds in to court, shall constitute a waiver of any of the other provisions of this Agreement and/or this Dispute Resolution Provision.

You agree that, subject to the foregoing exceptions, any Dispute between you and BancFirst must be resolved by you in your individual capacity, and not as a plaintiff or class member in any purported class, collective, multi-plaintiff, or representative proceeding. There shall be no right or authority for any Dispute between the parties to be arbitrated on a class-wide basis.

For the avoidance of doubt, you expressly acknowledge that, subject to the foregoing exceptions, by continuing to bank with BancFirst after having received this Agreement and this Dispute Resolution Provision, you knowingly waive both: (a) any right to have a court adjudicate any Dispute between you and BancFirst; and (b) any right to have any Dispute between you and BancFirst resolved in any purported class, collective, multi-plaintiff, or representative proceeding.

Disputes shall be heard by a single arbitrator. The place of arbitration shall be Oklahoma City, Oklahoma and the arbitration shall be governed by the laws of the State of Oklahoma. This Agreement is, however, a contract in interstate commerce and thus this Dispute Resolution Provision is governed by The Federal Arbitration Act (9 U.S.C. §§1-16) (the “FAA”).

Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed by the arbitrator.

The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute and the arbitrator shall not award consequential damages.

In the event there is any conflict between the terms of this Agreement and this Dispute Resolution Provision and the terms of the AAA's rules or procedures, the terms of this Agreement shall control.

If a court of competent jurisdiction determines that any part of this Agreement and/or this Dispute Resolution Provision are for any reason unenforceable, you and BancFirst agree that such provision(s) shall be severed from this Agreement and that all remaining provisions will remain of full force and effect.

Each party to any arbitration between you and BancFirst shall bear costs and expenses in accordance with the AAA's rules regarding the same, as well as applicable laws.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

This Dispute Resolution Provision shall survive the closing of your account(s) with BancFirst, the termination of your relationship with BancFirst, and as permitted by applicable bankruptcy law, any bankruptcy proceeding(s) you may initiate or have involuntarily initiated against you.

MASTERCARD AUTOMATIC BILLING UPDATER PROGRAM. Your debit card is automatically enrolled in Mastercard Automatic Billing Updater Program. We provide your card number and expiration date to Mastercard, and when your card

information changes they notify participating merchants with whom you have recurring payments or automatic billing established. There is no cost for this service. You may opt out of this service by contacting us at 855-889-9216. You understand that not all merchants participate in this service and we cannot guarantee that your card information will be updated prior to your next scheduled payment. You are responsible for providing merchants your correct payment information.

FOR COMMERCIAL ACCOUNTS ONLY:

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

CERTIFIED BENEFICIAL OWNER INFORMATION. You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

GOVERNMENTAL OR MUNICIPAL ACCOUNTS. For accounts opened by all political subdivisions and governmental or municipal units, we reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

USE OF DEPOSITORY. You may use a Bank Depository Unit ("Depository"). You expressly agree that the use of such Depository shall be at your sole and exclusive risk, and you hereby assume any and all risks incidental to or arising out of the use of the Depository. You further expressly agree that neither Bank nor any of its officers, agents or employees shall be responsible for any loss or damage sustained by you in the use of the Depository, including, without limitation, loss occasioned by mechanical defect, act of God, pandemic, malfunction with respect to its Depository, or your omission or inability to properly operate its Depository, unless such damage or loss is caused by Bank's gross negligence or deliberate malfeasance. You further expressly agree that Bank will not be responsible for any loss occasioned by the use of the Depository by any acts of its customers, depositors, or other persons for any dangerous or unlawful purposes or arising from acts of vandalism or malicious mischief.

If you require a key, there will be an annual fee assessed to your account. Depository Bags are available from the Bank. It is expressly understood and agreed that the relationship between the parties with respect to the use of the Depository shall be as follows: a) Until Bank removes the deposit from the Depository, the relationship between you and Bank shall be that of licensor and licensee; b) When deposit is made to your account at Bank in its usual banking manner, the relationship between you and Bank shall be that of debtor and creditor.

Your rights and use of the Depository constitutes a revocable license by Bank. Bank may at any time revoke or terminate such license and privilege of using said Depository by notifying you or your authorized agent personally, or by mailing notice to your address of record, which revocation or termination shall be effective when given personally, or three (3) days after the date the written notice is placed in the mail, properly addressed, and postage prepaid. Such revocation or termination shall not entitle you to any refund of any charges or fees paid by you to Bank. Your right to use the Depository is neither assignable nor transferable by you. Upon termination of the license to use Depository, you agree to immediately return to Bank, any and all keys, locks, Bags, envelopes or other equipment loaned or furnished to you for use in connection therewith.

UNATTENDED DEPOSITS. An "Unattended Deposit" is defined as a deposit placed in the Depository, delivered by courier or dropped off at the Bank without you present when it is processed by a teller. You shall list the total of all deposits on a Bank deposit slip and shall itemize the currency and each check, draft, bill of exchange, or other item included in the deposit. You must retain for its own records a duplicate of such deposit slip. You should place the deposit and the deposit slip in a tamper resistant disposable bag ("Bag"). You hereby authorize and empower Bank to open any Bag and process the contents thereof on the first day on which Bank shall be open for business following delivery of the Bag. Bank is authorized and empowered by you to credit your account with the amounts contained therein in Bank's usual and ordinary course of banking business or processing of Bank's deposits, as of the banking day in which the Bag is received.

You expressly agree to accept as final and conclusive the record of Bank's officers and employees as to what property, if any, of yours was in said Bag when opened. In the event Bank discovers any discrepancy between the amount of the deposit as reflected on the deposit slip and the amount on the deposit actually received, Bank shall use reasonable efforts to notify you or your authorized agent of such discrepancy. No relationship of debtor and creditor between you and Bank shall arise until the Bag has been opened by Bank, the deposit has been credited to your account, and Bank shall be liable only for the deposit actually received and credited by Bank to your account as herein above provided.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.