

## AVB Bank Cash Management Agreement

**AGREEMENT:** This Agreement together with the Enrollment Form, Fee Schedule and Addendum(s) constitute the entire agreement between the applying business, organized and legally existing under the laws of the State of Oklahoma, and AVB Bank with respect to Cash Management Service provided by Bank to Company and there are no understandings or agreement relative hereto which are not fully expressed herein. By using our Cash Management Service, you accept the terms and conditions of the Agreement. PLEASE READ IT CAREFULLY.

**DEFINITIONS:** The terms and conditions herein constitute the agreement ("Agreement") between you and AVB Bank with respect to your use of Cash Management Service ("Service") also referred to as Cash Management. As used in this Agreement "we," "our," "us," "AVB" and "Bank" mean AVB Bank. "You" and "your" refer to the account holder authorized by AVB Bank to use our Cash Management Services under this Agreement and anyone else authorized by the account holder to exercise control over the account holder's funds through Cash Management. "Account" or "accounts" means your checking, savings, money market, line of credit, installment loan, mortgage loan or other loan accounts at AVB Bank. "Electronic Funds Transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, including the Bill Payment Service. "Business day" means Monday through Friday. Federal holidays are not included.

**ACCOUNT AGREEMENTS:** The terms and conditions of the deposit agreements and disclosures for each of your AVB Bank accounts, as well as your other agreements with AVB Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This would include, but is not limited to, your deposit agreement, your signature card, the Bank's Schedule of Fees, the Bank's Electronic Fund Transfer Disclosure, any loan agreement, and any subsequent change of terms and notices.

**DESCRIPTION OF SERVICE:** You may use the service to: 1) transfer funds between your accounts; 2) transfer funds as a payment to your accounts; 3) View balance information for your accounts; 4) view account transactions; 5) review transactions for the current and previous statement cycles; 6) pay bills (an optional service offered to customers for a nominal fee) as defined further in this Agreement; 7) view check images; 8) perform account maintenance such as reordering checks, stopping payment on checks, and requesting customer service(s); 9) receive eStatements. The balance and activity information you receive on the System is as of the end of the previous Business day and memo posted transaction activity for the day of inquiry.

Additional services available for qualified businesses and which may be subject to additional agreements attached to Agreement as addendums include: 1) ACH origination; 2) wire transfers; 3) initiate tax payments; 4) remote deposit capture service; 5) merchant credit card services.

**ACCESS:** To use Cash Management, you must have at least one account at AVB Bank, access to Internet service, and an email address. You are responsible for the set-up and maintenance of your business computer/device and modem. You agree that we are not responsible for any errors or failures from any malfunction of your computer/device or any virus or other computer/device problem related to the use of the Service. You agree to use the service solely for business purposes.

**ENROLLMENT:** Once we have received your signed Enrollment Form and verified your account information, we will send you, by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Login ID and temporary password. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as requested from time to time. Upon initial login, you will be required to establish a password that you agree to keep confidential and secure. Cash Management can be used only to access the AVB Bank accounts that you have designated on your Enrollment Form. You can add or delete any of your AVB Bank accounts to or from this Agreement by completing a new Enrollment Form or completing maintenance forms provided by the Bank. Access to your accounts through Cash Management will be based upon the identification and authorization of users specified by you.

*Hours of Access:* You can designate the days and hours that the Cash Management services can be accessed. Bank recommends that you limit access to the regular business hours of your company. Occasionally, some or all Cash Management services may not be available due to unforeseen emergencies or scheduled system maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the website.

*Passwords:* To maintain security, upon your initial login to Cash Management, you are required to change your password. Your password is then known only to you and is not communicated to us. You agree that we are authorized to act on instructions received under your password without your signature. You accept responsibility for the confidentiality and security of your password and agree to change your password at least every 90 days. Upon three unsuccessful attempts to use your password, your access to Cash Management services will be suspended. To reestablish your authorization to use the system, you must contact us to have your password reset or to obtain a new temporary password. Your password must be 6-8 characters in length and contain both alpha and numeric characters. Your password should not be associated with any commonly known or easily accessed personal identification, such as social security numbers, address, date of birth, or names of children. We further recommend that you should memorize your password rather than writing it down where it might be accessed by unauthorized users.

*The Bank makes the following recommendations regarding the device you use to access the Cash Management Services. You agree that if you choose not to follow these recommendations, you do so at your own risk.*

- *Use a device that is dedicated solely to Cash Management Services, i.e., no email or Web surfing.*
- *Ensure that antivirus software and anti-spyware software are installed, updated regularly and working pursuant to the manufacturer's specifications.*
- *Consider using a browser other than Microsoft Internet Explorer.*
- *If you choose to use Microsoft Internet Explorer or another browser, ensure that you have the latest version, apply security updates regularly and set your "Internet zone security" to high.*

**SECURITY:** You assume all risks associated with the disclosure or discovery of any password to or by your employees or others. You agree to limit disclosure of passwords to those whom you authorize or who have a specific need to know and who have been authorized by you to use the Cash Management Services you select. You will establish procedures to protect the confidentiality of all information relating to Cash Management, including all passwords, and will promptly notify us if you know or suspect that codes, passwords or other security information is stolen, compromised or misused. You will require authorized persons to create new passwords at least every 90 days. You agree to promptly remove an employee's passwords from the System whenever an authorized employee leaves your employ or otherwise is no longer authorized to use the System on your behalf. By using Cash Management Services, you acknowledge your responsibility to prevent misuse of your accounts and you agree to promptly examine your account statement(s) as soon as they are received. You agree to protect the confidentiality of your account(s), account number(s), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account(s) may provide unauthorized access to your account(s). Your password and Login ID are intended to provide security against unauthorized entry and access to your account(s). Data transferred through Cash Management is encrypted in an effort to provide transmission security and Cash Management utilizes identification technology to verify that the sender and receiver of Cash Management transmissions can be appropriately identified by each other. Do not send confidential information outside of transactions initiated through Cash Management. Additionally, under no circumstances, will a Bank employee request your Login ID or password via the Internet, email, phone or other means. DO NOT RESPOND to such a request even if the individual claims to represent the Bank. Notify us immediately of any such request. Notwithstanding our efforts to insure that Cash Management is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Cash Management, or email transmitted to and from us, will not be monitored or read by others. We will not send, and strongly suggest that you do not send, any confidential information unless it is through secure email or by using the customer message center within Cash Management. You agree that the Bank has the right to conduct periodic onsite audits to ensure compliance with security procedures and recommendations.

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**AUTHORIZATION:** You are responsible for controlling access to Cash Management Services and for any limitations placed by you on the services that may be used by other persons. The fact that we are or may be aware of, or could have discovered, any limitation on access to a service does not make us obligated to enforce or attempt to enforce any limitation. You understand that persons may utilize Cash Management Services (including inquiries, transfer requests, and account verification) without regard to any restrictions otherwise applicable to an account. For example, if you grant a person transfer authority over an account, that person can initiate the transfers whether or not he has been authorized to do so according to the signature card applicable to the account. If a person has signing authority over Account "A" but not over Account "B" but you have given them transfer authority through Cash Management, he or she could transfer funds from "B" to "A" and then withdraw funds from "A." You agree that any arrangements with us to require one or more authorized signatures for transactions involving your accounts do not apply or limit our obligation to act upon transfer requests through Cash Management.

The signatories on the account are conclusively presumed to be the designated company contacts (DCC). The DCC is authorized to approve and submit enrollment forms and any related Cash Management documents. The DCC is the Cash Management administrator or they can assign that role to another person. You acknowledge that the Bank will not control changes to the role or person of the administrator. The Bank recommends that the administrator role be restricted to administering rights only. If the individual filling that role also needs to be able to perform other functions, such as funds transfers, a separate User ID should be set up.

It is the Cash Management administrator's responsibility to understand the security capabilities built into the system and to decide which of your accounts to link to each User ID, keeping in mind the importance of separation of duties as a way of protecting your company. Error, negligence or misfeasance by the administrator or by any user of Cash Management, can cause significant losses for which you agree you and not the Bank will be responsible. When a user is added by you or a user's rights are amended by you, the user will be "held" until we confirm the change with the DCC or administrator. After the user is activated in accordance with the security procedures, we will treat the person as "authorized" if a transfer request or other communication is received by us through Cash Management without otherwise verifying the person's status with you or investigating whether the person is exercising authority granted by you or is acting consistent with any limitations imposed by you on that person.

**EQUIPMENT AND SOFTWARE:** You are responsible for the installation, maintenance and operation of your computer/device and its software. The Bank is not responsible for any errors or failures from any malfunction of your computer/device or software. The Bank is also not responsible for any computer virus or related problems that may be associated with the use of any online system including Cash Management. The Bank highly recommends the use of manufacturer recommended virus detection software.

**TRANSFERS:** You agree that we will not be responsible for verifying whether a transfer request or other communication is originated by you other than through the verification process contained in the security procedure of Cash Management. Transfers initiated through Cash Management before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday, or federal holiday, will be posted on the next business day. Cash Management identifies transfers based upon the Login ID of the user who made the electronic transfer. The Bank will not provide any receipt or documentation other than the regular monthly statement associated with your bank account(s). All transactions may be viewed online. Any transfer will be accompanied with a corresponding confirmation or transfer number. You should print this confirmation number and use it to verify the transfer on your monthly statement.

**LIMITS ON AMOUNTS AND FREQUENCY OF Cash Management TRANSACTIONS:** The number of transfers from AVB Bank accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. For example, federal regulations require limitations on the frequency of preauthorized and telephone transfers from savings and money market accounts. Withdrawals are limited to a total of six (6) per month or statement cycle. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**BILL PAYMENT SERVICES:** You must designate the AVB Bank account(s) from which the payments are to be made, the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice, the amount of the payment, and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 6:00 p.m. (Central Standard Time). By using the Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**Scheduling Bill Payments:** If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is deducted from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

**STOP PAYMENT REQUESTS:** Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop a bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop payment requests online only for paper checks you have written (non-electronic) on your AVB Bank accounts (not bill payer paper payments.) Online stop payment requests are processed no later than 10:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Stop payment charges for bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable account.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** You understand that we may disclose information to third parties about your accounts or the transfers you make in the following situations: 1) When necessary for completing transfers; 2) In accordance with laws that require disclosure to the government of the amount of interest you earn, and with large currency and foreign transactions; 3) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 4) To inform credit-reporting or check verification companies when accounts are closed because they were not handled properly; 5) When we seek information about you from others, such as credit bureaus, in connection with the opening of or maintenance of your account or in connection with approving your access to Cash Management; or 6) You give us written permission to disclose information. You agree and hereby authorize all of these transfers of information.

**PERIODIC STATEMENTS:** You will not receive a separate Cash Management statement. Transfers to and from your accounts using Cash Management will appear on the respective periodic account statements.

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**CHANGE IN TERMS:** We may change any term of this Agreement at any time. If the change would result in increased fees for any Cash Management service, increased liability for you, fewer types of available electronic fund transfers, or strict limitations on the frequency of dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or Cash Management system. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of Cash Management services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Cash Management Services provided to you under this Agreement. We do not and cannot warrant that Cash Management will operate without errors, or that any or all Cash Management services will be available and operational at all times. Except as specifically provided in the Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any service or products provided under this Agreement or by reason of your use of or access to Cash Management including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or bases on a warranty. Further, in no event shall the liability of AVB Bank and its affiliates exceed the amounts paid by you for the services provided to you through Cash Management.

**YOUR RIGHT TO TERMINATE:** You may cancel your Cash Management service at any time by providing us with written notice by postal mail or fax. Your access to Cash Management will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**OUR RIGHT TO TERMINATE:** You agree that we can terminate or limit your access to Cash Management services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your AVB Bank accounts. Our Cash Management service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3-business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. If during a consecutive 90-day period, you do not access Cash Management. If you wish to reactivate your service, a new agreement and application may be required.

**GOVERNING LAW:** This Agreement is also subject to applicable federal laws, including the applicable provisions of the Uniform Commercial Code, and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws).

**SEVERABILITY:** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

**HEADINGS:** The titles and headings preceding the text and paragraphs of the sections and paragraphs of this Agreement have been inserted solely for convenience or reference and will not govern the interpretation of the provisions.

**WAIVER:** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach of the parties pursuant to this Agreement that by their nature would continue beyond their termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and AVB Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**ERRORS, QUESTIONS OR OTHER COMMUNICATION:** Unless this Agreement provides otherwise, you can communicate with us in any of the following ways:

**Email:** You can contact us by email at [customerservice@avb.bank](mailto:customerservice@avb.bank) or through the customer message center within Cash Management.

(Please note that banking transactions through Cash Management are not made via email.)

**Telephone:** You can contact us by telephone at 918-251-9611.

**Facsimile:** You can contact us by fax at 918-259-2756.

**Postal Mail:** You can write to us at:

AVB Bank, PO Box 130, Broken Arrow, OK 74013.

**In Person:** You may visit us in person at any one of our locations:

322 South Main Street, Broken Arrow, OK *OR*

6401 South Elm Place, Broken Arrow, OK *OR*

9800 East 51<sup>st</sup> Street, Tulsa, OK *OR*

2201 North Elm Place, Broken Arrow, OK

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES:** You agree that any notice or other type of communication provided to you pursuant to the terms of the Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on our website at [www.avb.bank](http://www.avb.bank) or by email. You agree to notify us immediately of any change in your email address.