

**STRATEGIC BANKING RELATIONSHIP
MASTER AGREEMENT**

Aug 15 This STRATEGIC BANKING RELATIONSHIP MASTER AGREEMENT ("University Agreement") is entered into as of 2023 ("Effective Date"), between the UNIVERSITY OF CENTRAL OKLAHOMA ("University" or "UCO"), a State of Oklahoma institution of higher education having its principal place of business located at 100 North University Drive, Edmond, Oklahoma 73034 and MIDFIRST BANK ("MidFirst"), a federally chartered savings association, with its principal place of business located at 501 NW Grand Boulevard, Oklahoma City, OK 73118.

RECITALS

WHEREAS, University and MidFirst are parties to a certain Strategic Banking Relationship Master Agreement entered into on January 1, 2013 that will expire on June 30, 2023;

WHEREAS, the University and MidFirst desire to enter into this University Agreement for the purpose of continuing their strategic business alliance that will advance the objectives of University and MidFirst;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this University Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. DEFINITIONS.** The following terms shall have the meanings set forth below for all purposes under this University Agreement:

"ADA" shall mean the Americans with Disabilities Act.

"ATM" shall mean Automated Teller Machine.

"Account" shall mean any Student Checking Account, Affinity Checking Account and/or Affinity Credit Card Account.

"Account Opening Date" shall mean the date on which a particular Account was opened with MidFirst.

"Active Account" shall mean a Student Checking Account or Affinity Checking Account that has customer-initiated activity within the last six (6) months or an open Affinity Credit Card Account.

"Active Affinity Checking Account" shall mean an Affinity Checking Account that has customer-initiated activity within the last six (6) months and was opened on or after the Effective Date.

"Advertising Materials" shall mean all MidFirst-created marketing, advertising, and solicitation materials which contain the University's Marks.

"Affinity Debit Card" shall mean the co-branded Visa® debit card offered by MidFirst that features the University's Marks and is tied to an Affinity Checking Account.

"Affinity Debit Card Transaction Royalties" shall mean those royalties described in Section 5(a)(i)(1).

"Affinity Debit Card Transaction Royalty Rate" shall mean the per transaction royalty rate which University will earn under Section 5(a)(i)(1).

"Affinity Checking Account" shall mean a demand deposit or checking account opened with an Affinity Debit Card or Bankable Faculty/Staff ID Card on or after the Effective Date that features the University's Marks.

"Affinity Checking Account Royalties" shall mean those royalties described in Section 5(a)(i)(1).

"Affinity Program Incentive-Based Royalties" shall mean collectively the royalties paid on the Affinity Checking Accounts, Affinity Debit Cards and Affinity Credit Cards.

"Affinity Program" shall have the meaning set forth below in Section 3(a).

"Alumni" shall mean any person who has attended the University.

"Alumni List" shall mean the complete and accurate list of University Alumni, as provided to MidFirst by the University.

"Anniversary Date" shall mean the annual recurrence of the Account Opening Date.

"Approved Point of Sale Transactions" or "Approved POS Transactions" shall mean the debit card purchase or payment transactions that receive an approval code from the applicable card association network and MidFirst.

"BIN" shall mean Bank Identification Number.

"Bank Customer" shall mean any University student, Alumni, faculty or staff, parent of a University student, Broncho athletic fan or other friend or supporter of the University who has entered into a banking relationship with MidFirst to provide or engage in Retail Banking Services and Products as part of the Program as well as any person who has entered into a banking relationship with MidFirst outside of the Program.

"Bank Customer Information" shall mean any non-public, non-published information regarding current or potential Bank Customers.

"Bankable Faculty/Staff ID Card" shall mean a faculty or staff member's school identification card that also has debit or debit card capabilities tied to an Affinity Checking Account.

"Banking Relationship Elements" shall mean the elements of the strategic business alliance between the Parties outlined in Section 3.

"Effective Date" shall have the meaning set forth above in the introductory paragraph.

"FTP" shall mean File Transfer Protocol.

"Faculty/Staff List" shall mean the complete and accurate list of names and institutional email addresses of all faculty and staff currently employed by the University, as provided to MidFirst by the University. The Faculty/Staff List will be inclusive of adjunct professors. It is not meant to include students who also work as faculty/staff, where the primary role is that of a student.

"Foundation Agreement" shall mean collectively the Foundation Agreement, any addenda, exhibits or attachments to the Foundation Agreement, and any subsequent written amendments hereto executed by Foundation and MidFirst.

"ID" shall mean identification.

"Information" shall have the meaning set forth below in Section 11.

"Limited Customer Information" shall have the meaning set forth in Section 11(d).

"Marks" or "University's Marks" shall mean the design, image, visual representation, logo, service mark, trade dress, trade name or trademark, with exception of the official seal of the University used or acquired by the University during the Term of this University Agreement.

"MidFirst" shall mean MidFirst Bank.

"MidFirst's Marks" shall mean the design, image, visual representation, logo, service mark, trade dress, trade name or trademark, used or acquired by MidFirst or any of its affiliates during the Term of this University Agreement.

"Party" shall mean individually either University or MidFirst.

"Parties" shall mean collectively the University and MidFirst.

"Premises" shall mean any and all areas of University's main campus in Edmond, Oklahoma, all other UCO campus locations, the UCO Boathouse and any other locations as mutually agreed upon by the Parties.

"Program" shall mean the marketing, promotion and administration of the collective Banking Relationship Elements, including the Retail Banking Services and Products, in combination with the University's Marks as may be offered and provided by MidFirst pursuant to this University Agreement.

"Related Parties" shall mean the directors, officers, employees, agents, subcontractors, contractors, representatives, subsidiaries or affiliates of a receiving party, to the extent such entities or persons receive Information.

"Relationship" shall mean the Strategic Banking Relationship between the University and MidFirst.

"Retail Banking Services and Products" shall mean retail banking services and products offered by

banking institutions, including but not limited to bank-issued debit cards, stored-value cards, gift cards, checking or demand deposit accounts, savings accounts, time deposit accounts, credit cards, trust accounts, consumer loans, mortgage loans, home equity loans, and commercial loans. Retail Banking Services and Products shall not include any generic, closed circuit gift or stored value cards sold by retail vendors on the Premises, provided those cards do not carry a competing bank's marks.

"Royalty" or "Royalties" shall mean the collective compensation set forth below in Section 5(a).

"Term" shall have the meaning set forth in Section 2.

"University" or "UCO" shall mean the University of Central Oklahoma.

"University Agreement" shall mean collectively this University Agreement, any addenda, exhibits or attachments to this University Agreement, and any subsequent written amendments hereto executed by University and MidFirst.

2. **TERM.** The initial term ("Term") shall commence on the Effective Date set forth above, and shall expire on June 30, 2033. Thereafter, the Term may be extended by mutual written agreement for two (2) additional, consecutive five (5) year periods, subject to approval of the Board of Regents of the Regional University System of Oklahoma.

3. **BANKING RELATIONSHIP ELEMENTS.** During the Term of the University Agreement, the University and MidFirst agree MidFirst shall provide the following Relationship elements:

a. Affinity Banking Program.

i. For the Term of the University Agreement, MidFirst shall offer all Retail Banking Services and Products to Students, Faculty/Staff, and Alumni of the University. As part of the Retail Banking Services and Products, MidFirst will offer Affinity Credit Cards, Affinity Debit Cards and Affinity Checking Accounts as well as the Bankable Faculty/Staff ID Card described above ("Affinity Program"). The Affinity Program will be offered to University Alumni, University faculty and staff, parents of University students, Broncho athletic fans and other friends or supporters of the University.

ii. MidFirst will pay University the incentive-based royalties described in Section 5(a)(i).

iii. With respect to the Bankable Faculty/Staff ID Card:

1. University shall provide MidFirst with sufficient information and access necessary to encode the University functionality of the Bankable Faculty/Staff ID Card. MidFirst shall be solely responsible for the distribution of the Bankable Faculty/Staff ID Card to cardholders.

2. If a Bankable Faculty/Staff ID Card is reported to the University as lost or stolen, the University agrees to advise the cardholder that they are responsible for immediately notifying MidFirst of the lost or stolen card.

3. University shall provide to MidFirst, via secure FTP, the Faculty/Staff List at least two (2) times per year for each year of the term of the University Agreement. The two (2) times per year will be once after University fall enrollment is finalized (within 10 business days after the published drop date, being the last day that a student can drop enrollment in a class), and once after University spring enrollment is finalized (within 10 business days after the published drop date, being the last day that a student can drop enrollment in a class). Each list will include, at a minimum: last name, first name, University email address, and employment status (i.e., active or inactive) of each Faculty/Staff member.
4. MidFirst shall provide quarterly reporting to the University within sixty (60) days of the close of each quarter that will provide sufficient information for the University to reconcile the Royalties described in Section 5(a)(i) herein with respect to the Bankable Faculty/Staff ID Card.

b. Retail Banking Center(s).

- i. During the Term of the University Agreement (including any renewal term or extension of the University Agreement), MidFirst shall maintain a banking center in the Nigh University Center on University's main campus providing such services as MidFirst deems appropriate, in its sole discretion. The banking center may offer a full range of Retail Banking Services and Products to students, faculty, staff and the general public. MidFirst shall be allowed to construct its tenant improvements and signage in said space, at its own cost, using its own contractors; provided that such construction is performed in compliance with University's reasonable approvals and pursuant to University policies and guidelines.
- ii. MidFirst shall operate the Nigh University Center, full-service banking center during regular University hours. MidFirst will offer, as allowed by applicable law, hours during evenings, weekends, and for special events as mutually agreed upon by the Parties.
- iii. MidFirst shall make the lease payments to University as described in Section 5(b).
- iv. The Parties will execute a separate lease agreement to document the Parties' responsibilities and obligations with respect to MidFirst's Nigh University Center location.

c. Automated Teller Machine ("ATM") Network.

- i. MidFirst shall offer and provide ATM services on the Premises and at the UCO Boathouse.
- ii. MidFirst will provide a network of ATMs, not less than five (5), on the Premises with the number and placement of the ATMs to be subject to mutual agreement of the Parties. Notwithstanding any provision of this University Agreement, the parties acknowledge and agree that Citizens Bank of Edmond shall be permitted to continue operation of an ATM on the Premises at the Center for Transformational Learning for the term of the agreement between Citizens Bank of Edmond and University.
- iii. MidFirst will make the payments to University contemplated in Section 5(c) below.

- iv. MidFirst shall be solely responsible for all costs associated with the installation, maintenance and operations of its ATMs placed on the Premises, including removal costs and damages to the Premises or other University property if such damages relate to the removal or relocation of a MidFirst ATM; however, if the University requests the removal or relocation of a MidFirst ATM, the removal and refurbishment costs to the Premises or University property related to such request will be the sole responsibility of the University. In the event of a request by the University to remove or relocate a MidFirst ATM, MidFirst and the University shall work together to find a satisfactory relocation area where possible.
- v. MidFirst and University shall work together to establish locations and protocol for ATM installation and construction. MidFirst shall have the right to utilize licensed contractors and vendors selected by MidFirst for the procurement, installation, and maintenance of the ATMs MidFirst places on the Premises. University shall provide electrical power, to all ATM locations.
- vi. MidFirst shall provide University students, faculty and staff with a link on MidFirst's website that lists the location of MidFirst's ATMs located on or near the Premises.
- vii. University shall provide MidFirst with access to its ATMs at all reasonable times for maintenance purposes.
- viii. Upon the removal of any MidFirst ATM from the Premises, MidFirst shall take commercially reasonable steps to restore the University's property at such location to the condition that existed prior to the installation of the MidFirst ATM.
- ix. The Parties will work together to determine the location of each MidFirst ATM on the Premises. Either Party can submit requests to the other Party for proposing new MidFirst ATM locations, moving existing MidFirst ATM locations or removing MidFirst ATM locations. Each request will be reviewed and agreed upon by both Parties, provided that each Party shall submit each request to the other Party with at least sixty (60) days' notice. MidFirst shall have the option to remove any of their ATMs that generates fewer than five hundred (500) transactions per calendar year during the term of the Agreement; provided, however, that MidFirst shall not reduce the total number of ATMs located on the Premises below five (5).
- x. University shall have the right to temporarily relocate a MidFirst ATM in the event of damage or destruction to the Premises at which the ATM is located or to accommodate University's improvements of the Premises at which the ATM is located. University shall give MidFirst at least twenty (20) business days' prior written notice of any proposed relocation to accommodate University's improvements. University shall give MidFirst written notice of any relocation resulting from damage or destruction within two (2) business days following the relocation of the ATM. If the damage or destruction is caused by MidFirst or its agents, employees, or contractors, MidFirst shall pay for the removal costs and re-installation costs for such ATM. If the damage or destruction is caused by University or its agents, employees, or contractors, University shall pay for the removal costs and re-installation costs for such ATM. University shall pay for the removal costs and re-installation costs for ATMs temporarily relocated to accommodate University's improvements, or to accommodate University's relocation resulting from damage or destruction that was not caused by MidFirst, its agents, employees or contractors.

- xi. Upon termination of this University Agreement, MidFirst shall remove all of its ATMs and related equipment within ninety (90) days of the termination date. If not removed within that time, University has the right, but not the obligation, to remove the ATMs, in which event University may dispose of the ATMs in any manner deemed appropriate by University. If University elects to remove the ATMs, MidFirst shall pay to University all costs incurred by University in connection with such removal and disposal of the ATMs within thirty (30) days after University submits a statement therefore to MidFirst. Prior to termination of the Agreement, the Parties will work together to develop a mutually agreeable transition plan for removing the ATMs within the allotted time frame.
- xii. With respect to the day-to-day operations of MidFirst ATMs, University and its departments may contact MidFirst regarding any issues or questions about the ATM machines or related services by sending an email to atmservices@midfirst.com.

4. EXCLUSIVITY.

- a. University grants MidFirst the exclusive right to market general bank branding and market, promote, offer and administer the Retail Banking Services and Products, including but not limited to the Bankable Student ID, Student Checking Account, Bankable Faculty/Staff ID Card, Affinity Credit Card, Affinity Debit Card and Affinity Checking Account, in combination with the Marks. This provision shall not prohibit other banks or financial institutions from recruiting students for internships or employment.
- b. University grants MidFirst the exclusive right to operate a retail banking center on the University's campuses.
- c. University grants MidFirst the exclusive right to offer and provide ATM services on the Premises; provided, however, the continued operation of Citizen's Bank of Edmond ATM at the University's Center for Transformational Learning shall not be a default of this provision. No other banking or financial institution, shall be allowed to operate an ATM on the Premises or at the CHK| Central Boathouse. The University agrees not to renew any existing ATM agreements, and shall allow those in existence to expire or terminate.

5. ROYALTIES. MidFirst agrees to pay University the monetary payments described by this Section.

- a. Royalties. The University will earn and MidFirst will pay University the following Royalties over the course of this University Agreement in accordance with the following terms:
 - i. Affinity Program Incentive-Based Royalties.

1. Affinity Checking Account and Affinity Debit Card Royalties.

- a. **Affinity Checking Account Royalties.** For the Term of this University Agreement, the University will earn incentive-based account royalties at a rate of ten dollars (\$10.00) for each new Active Affinity Checking Account on the first Anniversary Date. MidFirst will pay Affinity Checking Account Royalties to University by the end of the second month

following the end of the applicable calendar quarter and shall be accompanied by a compensation report detailing the calculation of such payment.

- b. **Affinity Credit Card Account Royalties.** For the Term of this University Agreement, the University will earn incentive-based account royalties at a rate of thirty dollars (\$30.00) for each new Active Affinity Credit Card Account on the first Anniversary Date. MidFirst will pay the Affinity Credit Card Account Royalties to University by the end of the second month following the end of the applicable calendar quarter and shall be accompanied by a compensation report detailing the calculation of such payment.
- c. **Affinity Program Incentive-Based Royalties Payment Terms.** The Affinity Program Incentive-Based Royalties volume will begin accumulating as of the Effective Date. MidFirst will make the royalty payments contemplated by this Section to University on a quarterly basis. The payments shall be made by the end of the second month following the end of the applicable calendar quarter and shall be accompanied by a compensation report detailing the calculation of such payment.
- b. **Nigh University Center Banking Center Lease Payments.** MidFirst shall pay University Annual Rent for MidFirst's use of the space in the Nigh University Center the sum of thirty-three thousand three hundred seventy-one dollars (\$33,371.00) ("Base Rent") in a lump sum upon execution of this Agreement, and on July 1 of each subsequent year of this University Agreement,.
- c. **ATM Surcharge Fee Revenue Sharing.** MidFirst will pay UCO fifteen percent (15%) of MidFirst's foreign ATM surcharge income from ATM transactions on the Premises, which will be paid on a quarterly basis. The payments shall be made by the end of the second month following the end of the applicable calendar quarter.

6. MIDFIRST CONTRIBUTIONS.

- a. In addition to the Royalties as set forth above, MidFirst will pay University the following monetary compensation .

Annual Contributions. For the Term of the University Agreement, MidFirst will pay to the University one hundred three thousand six hundred twenty-nine dollars \$103,629.00) annually to be distributed as follows:

1. \$50,000.00 to the University affiliated athletics departments.
2. \$20,000.00 for enrollment and student success needs.
3. \$22,279.00 for general support.
4. \$6,500.00 for Stampede Week hosted by the University.
5. \$3,000.00 for scholarship engagement for the MidFirst scholarship contest. (Paid to students' bursar accounts for contest award – six winners @ \$500 each)
6. \$1,850.00 for the University's President's Club Children's Christmas Party.

- b. University shall designate MidFirst as a sponsor of any activity or event for which MidFirst provides contributions as set forth in Section (a) above. Upon mutual agreement specific activities can be substituted for like events. In addition, MidFirst shall have the first right of refusal among financial institutions to provide additional contributions to UCO for recognition as the financial institution sponsor of fundraising campaigns and events such as building or program naming opportunities which may arise during the term of this Agreement. MidFirst must exercise such rights within 30 days of notice by the University of such campaign.

7. ATHLETIC SPONSORSHIP ASSETS. The University shall grant to MidFirst Athletic Sponsorship Assets as set forth in Exhibit A hereto.

8. MIDFIRST'S RESPONSIBILITIES.

- a. MidFirst shall provide, at its cost, all banking services functionality for the Bankable Student ID Card, Student Checking Accounts and Bankable Faculty/Staff ID Card. MidFirst shall supply cards with the most recent technology for University services functionality.
- b. MidFirst shall be solely responsible for and agrees to pay all costs associated with its management of this University Agreement and the successful performance of its obligations hereunder, except as noted otherwise in this University Agreement. MidFirst shall operate on its own credit and shall pay all costs of operations from its own banking account(s).
- c. MidFirst shall be responsible for the installation, maintenance, replenishment, ownership, and/or removal of its network of ATMs placed on the Premises. MidFirst intends to supply a wireless data connectivity router for the operation for the MidFirst ATMs. If wireless data connectivity is not feasible, MidFirst will be solely responsible for obtaining terrestrial data circuits at its own cost and expense.
- d. MidFirst shall work with the University to obtain University approval for placement of any and all ATMs on the Premises and shall abide by applicable building code(s) and regulations such as ADA.
- e. MidFirst will provide a support phone line visible on all ATM machines to report all repair or service issues.
- f. MidFirst shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.
- g. MidFirst shall have the right of prior approval, not to be unreasonably withheld or delayed, of any signage using MidFirst's Marks.
- h. In the event of loss of any data or records necessary for the performance of this University Agreement where such loss is due to the error or negligence of MidFirst or its employees or agents, MidFirst shall take commercially reasonable efforts to recreate such lost data or records.

- i. MidFirst shall abide, and require its employees to abide, by applicable University regulations and policies. Upon written request, University shall provide MidFirst with copies of applicable policies, and timely inform MidFirst of any changes.
- j. MidFirst shall abide by all federal, state, and local laws applicable to its operation.
- k. MidFirst shall be responsible for any loss or damage to property owned by University that is caused by MidFirst or its employees or agents in the course and scope of their employment.
- l. MidFirst shall only use Premises for permitted uses under this University Agreement.
- m. MidFirst shall be responsible for assuring that its employees, agents and representatives comply with all University policies including without limitation University parking regulations.
- n. MidFirst will not directly market credit card products to students.

9. UNIVERSITY'S RESPONSIBILITIES.

- a. University grants MidFirst a limited, non-exclusive, non-transferrable license to use the Marks in conjunction with the Program. Notwithstanding the foregoing, University shall not permit or grant a license to any other entity to use the Marks to promote any Retail Banking Services and Products.
- b. University intends to transition to a credential with Near Field Communication (NFC) technology. University will provide MidFirst 90 days' notice prior to this transition.
- c. University shall supply any necessary dedicated electrical current for the operation of MidFirst ATMs as well as install new dedicated electrical current or supply as necessary for new ATM locations as determined by the Parties. University further agrees to provide reasonable access to any electrical lines or "tie-ins" to provide appropriate electrical current to MidFirst ATMs for functioning purposes. The University will take all commercially reasonable steps to not impair access or visibility to the MidFirst ATMs. If the University becomes aware of circumstances that may impair access or visibility, it will contact MidFirst and discuss alternatives or solutions.
- d. The University shall have the right of prior approval, not to be unreasonably withheld or delayed, of Advertising Materials.
- e. University agrees to actively support the Program. University will not take any actions that would impair MidFirst's rights granted herein. At such time that the University becomes aware of any circumstances that may impair MidFirst's rights under this University Agreement, the University shall provide notice to MidFirst and the Parties shall work together to develop a mutually acceptable solution and protect each Party's interest resulting from the Program.
- f. University shall provide to MidFirst sufficient in-person access to University students, incoming

students, graduating students, Alumni, faculty and staff to market, promote, offer and administer the Retail Banking Services and Products at events including, but not limited to, student orientation, housing check-in, athlete orientation, etc. Should student orientation and onboarding change significantly, the parties will work together to create alternative access to incoming students that provides substantially similar access to incoming UCO students as is provided by in-person student orientation. If sufficient alternate access cannot be provided, MidFirst and University will work together to modify the terms of this Agreement.

- g. University shall provide MidFirst with such information and assistance as may be reasonably requested by MidFirst in connection with the Program.
 - i. Further, the University will provide, per an agreed upon schedule, all releasable information, subject to the applicable law, on University students, incoming students, graduating students, Alumni, faculty and staff to allow MidFirst to manage the calculation of Royalties related to the Program. With respect to students and faculty and staff, this information will be provided on the Student List and Faculty/Staff List, respectively. Should a person's record be marked as a non-publishable record, MidFirst will not receive the data from the University but may only obtain it from the individual.
 - ii. Within thirty (30) days of the Effective Date, the University shall provide MidFirst with initial versions of the Student List, the Faculty/Staff List and the Alumni List. University shall then provide such lists to MidFirst on at least a semi-annual basis.
- h. The University hereby grants MidFirst, its subsidiaries and affiliates a limited license to use the Marks for promotional purposes in conjunction with this Agreement and the Foundation Agreement Relationship elements. This license shall remain in effect for the duration of the Agreements and shall apply to the Marks, notwithstanding the transfer of such marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Upon termination or expiration of the Agreements, the license granted herein shall terminate and MidFirst shall remove all Marks from the affected marketing materials.
- i. In the event of loss of any student, faculty or staff data or records under the direct control of UCO and necessary for the performance of this University Agreement where such loss is due to the negligence of University or its employees or agents, University shall take commercially reasonable efforts to recreate such lost data or records
- j. University shall abide by all federal, state, and local laws applicable to its operation.

Subject to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., University shall be responsible for any loss or damage to property owned by MidFirst that is caused by University or its employees or agents in the course and scope of their employment.

10. REPRESENTATIONS AND WARRANTIES.

- a. The University and MidFirst each represents and warrants to the other that as of the Effective Date and throughout the term of this University Agreement:
 - i. It is duly organized, validly existing and in good standing.

- ii. It has all necessary power and authority to execute and deliver this University Agreement and to perform its obligations under this University Agreement.
 - iii. It will comply with applicable federal, state and local laws, rules, and regulations applicable to the terms and obligations of this University Agreement.
 - iv. This University Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - v. No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this University Agreement, except such as have been obtained and are in full force and effect.
 - vi. The execution, delivery and performance of this University Agreement by such Party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such Party.
- b. The University represents to MidFirst as of the date hereof and throughout the term of this University Agreement that it has the right and power to license the Marks to MidFirst for use as contemplated by this University Agreement. Each Party shall promptly notify the other Party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Marks.
 - c. The University represents to MidFirst that it has the authority to grant the rights described in Section 4. The University represents to MidFirst that with the exception of Citizen's Bank of Edmond, no other banking or financial institutions have a physical location or are currently operating any ATMs on the Premises or have rights to operate on the Premises.

11. CONFIDENTIALITY.

- a. The terms and conditions of this University Agreement and any contract negotiations, proposal, letter of intent, financial information, and/or proprietary information provided by or on behalf of one Party to the other Party prior to, contemporaneously with, or subsequent to, the execution of this University Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other Party to any other person or entity, except as permitted under this Agreement, as required by law, or as mutually agreed in writing. The Parties mutually agree to comply with the requirements of the Gramm Leach Bliley Act dealing with the confidentiality of Bank Customer Information and the safeguarding rule.
- b. MidFirst and the University shall be permitted to disclose such Information (a) to their accountants, legal, financial and marketing advisors, and employees or permitted vendors as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential and (b) as required by law or requested by any governmental regulatory authority.
- c. The Parties acknowledge that the University is a state agency and is subject to the Oklahoma Open

Records Act (51 O.S. §24A.1, *et seq.*) and all confidentiality agreements, including this Section, are subject to its requirements. When possible, the University will provide MidFirst with reasonable notice of any Open Records Act requests relating to this University Agreement.

- d. University will not have access to any Bank Customer Information except the following limited information provided by MidFirst to University regarding Bank Customers who have opened an account subject to the Royalty payments set forth herein: the combination of the following pieces of information with respect to each individual Bank Customer provided by MidFirst to University: (i) student or faculty/staff name, (ii) University ID number, and (iii) the type of card selected (the "Limited Customer Information"). The Parties agree that it is their intent to protect disclosure of the combination of the three components of such Limited Customer Information, not the individual components of such information. For example, and not by way of limitation, University shall not be prohibited from disclosing (1) student or faculty/staff names or their University ID numbers if allowed or required by law or University policies, (2) general information regarding the Bankable Student ID Cards or Bankable Faculty/Staff ID Cards, or (3) any similar information, so long as such information does not list on a per-Bank Customer basis the combination of components (i) through (iii) above. The Limited Customer Information is being shared with University for the sole purpose of administering and distributing the Bankable Student ID Card and Bankable Faculty/Staff ID Cards. University acknowledges that its access to the Limited Customer Information described in this paragraph is regulated by federal banking laws, and agrees to comply with the following terms and conditions with respect to the Limited Customer Information:

- i. University will not use or disclose the Limited Customer Information to any persons for any purpose other than to carry out the purpose for which MidFirst disclosed the information or as permitted under this Agreement. The University specifically acknowledges and agrees that the Limited Customer Information will not be used for any marketing or promotional purposes.
- ii. University will maintain reasonable security procedures to protect against the unauthorized use, publication, destruction, or disclosure of the Limited Customer Information. Such procedures shall include, but shall not be limited to the following: the use of appropriate security control technologies (including but not limited to, encryption of data, firewalls, passwords, authentication, data access and transmission controls and procedures, virus and anti-spy protection software), and physical security measures (including, but not limited to, limited security access to facilities, and proper disposal procedures). University agrees to reasonably cooperate with MidFirst in efforts to assess the security measures for the protection of the Limited Customer Information through the use of questionnaires or reasonable audits, not to exceed two (2) audits in an calendar year during the term of this Agreement.
- iii. University will notify MidFirst of any actual or suspected breach of the Limited Customer Information, and shall reasonably cooperate with MidFirst to halt the unauthorized disclosure and mitigate any damages. University shall be responsible for the acts and omissions of itself and its agents and, to the extent permitted by applicable law, shall hold MidFirst harmless with regard to such acts or omissions.

12. TERMINATION OF AGREEMENT.

- a. In the event of any material breach of this University Agreement by MidFirst or the University, the other Party may terminate this University Agreement by giving thirty (30) days written notice with an opportunity to cure, as provided herein, to the breaching Party. The notice shall: (i) describe the material breach; and (ii) state the non-breaching Party's intention to terminate this University Agreement if such breach is not cured within the specified time period. To the extent the breach cannot be cured within thirty (30) days, the breaching Party shall, upon notice to the non-breaching Party, have up to ninety (90) days following written notice from breaching Party to cure the breach. Written notice of termination must be within ninety (90) days of the expiration of the cure period.
 - b. If either MidFirst or the University becomes insolvent in that its liabilities exceed its assets; it is unable to meet or it has ceased paying its obligations as they generally become due; it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding; it makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other Party may immediately terminate this University Agreement.
 - c. Without prejudice to any other remedy for breach of this University Agreement, upon termination of this University Agreement, no refunds shall be made to either Party for those sums paid and earned prior to the termination. However, each Party shall be released from the payment of any sum owed to another Party that was not earned prior to effective date of termination or the performance of any obligation for which payment has not been made by one Party and received by the other Party prior to the termination. All amounts incurred or earned prior to the termination date are due and payable as of the termination date.
- 13. INDEPENDENT CONTRACTORS.** MidFirst and University are not agents, representatives or employees of each other and neither Party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this University Agreement.
- 14. FORCE MAJEURE.** Neither Party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence. Provided, however, if the University's ability to perform its obligations hereunder is delayed or eliminated by such an event, the Parties shall negotiate in good faith a mutually acceptable method of University performance.
- 15. NO WAIVER.** No waiver by either Party of any breach of the provisions of this Agreement by the other Party shall in any way be construed to be a waiver of any future breach or bar either Party's right to insist on strict performance of the provisions of this University Agreement.
- 16. TAXES.** Any and all assessment, tax, or imposts of any nature including, without limitation, real or personal property taxes, sales taxes or use taxes associated with the transaction(s) contemplated by this University Agreement shall be the responsibility of the Party assessed or charged.
- 17. SECURITY.** Each Party shall be responsible for the security of all its own property and of personal property under its custody and control on Premises (including the personal property of the Parties' employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of

any theft, loss or damage; provided that, each Party shall be responsible for any theft, loss or damage to the other's property or the personal property of its employees and agents caused by the negligence or misconduct of its employees or agents. Notwithstanding University policies or anything else to the contrary, MidFirst's armored car vendor, whose employees are usually armed, shall be allowed to be armed in order to make cash deliveries on Premises in order to replenish the MidFirst ATMs and deliver cash to MidFirst banking centers or locations.

18. RESPONSIBILITY FOR OWN ACTIONS. MidFirst and University each agree to be responsible for the negligent or intentional acts or omissions of its respective employees, agents and representatives arising out of or related to the performance of obligations under this Agreement with University's liability governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

19. AGREEMENT.

- a. This University Agreement constitutes the entire agreement and is the sole expression of the understanding of the Parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This University Agreement may not be modified, amended, or waived except in writing signed by an authorized representative of each Party.
- b. This University Agreement shall be governed by and subject to the law of the State of Oklahoma (without regard to its conflicts of law principles) and shall be deemed for all purposes to be made and fully performed in Oklahoma.
- c. No right or interest in this University Agreement shall be assigned, or any obligation delegated, by either Party without the written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- d. University and MidFirst agree that those obligations of the Parties, which by their terms require performance after termination or expiration of this University Agreement, shall survive the termination or expiration of this University Agreement.
- e. The paragraph headings contained herein are inserted only for convenience of reference and are in no way to be construed as part of this University Agreement or as a limitation of the scope of the particular paragraphs to which they refer.
- f. If any provision of this University Agreement is finally adjudicated illegal, invalid, in excess of the authority of either Party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this University Agreement shall remain in force as if such adjudicated provision were never included in this University Agreement. In the event any provision of this University Agreement is deemed non-binding, then the Parties agree to negotiate and agree upon a new binding provision, which most closely resembles the Parties' original intent, to replace the non-binding provision. The newly negotiated, binding provision together with the remaining terms and conditions of this University Agreement shall have full force and effect.
- g. Each Party shall execute and deliver, at any time and from time to time upon the request of the other Party, such further instruments, papers or documents as may be necessary or appropriate to consummate the transactions contemplated hereby, to implement or perfect any transfers,

and to take such other action as the other Party may reasonably request to effectuate the purposes of this University Agreement.

- h. This University Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be one (1) document binding on all the Parties even though each of the Parties may have signed different counterparts. Electronic/facsimile signatures on this University Agreement shall be deemed to be originals for all purposes.

20. NOTICES. All notices relating to this University Agreement shall be in writing and shall be deemed given: (i) upon receipt by hand delivery, facsimile (with regular mail follow-up) or overnight courier, or (ii) upon receipt after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

To University:

University of Central Oklahoma
100 North University Drive
Edmond, OK 73034

Attn: _____

Email: _____

With a Copy to:

University of Central Oklahoma
100 North University Drive
Edmond, OK 73034
Attn: Mr. Kendall Parrish, General Counsel
Email: _____

To MidFirst:

MidFirst Bank
501 NW Grand Blvd.
Oklahoma City, OK 73118
Attn: Mr. Derek Caswell, 1st SVP
Email: derek.caswell@midfirst.com

With a Copy to:

MidFirst Bank
501 NW Grand Blvd.
Oklahoma City, OK 73118
Attn: Anika Stucky, General Counsel
Email: anika.stucky@midfirst.com

Either Party may change the address to which communications are to be sent by giving notice, as provided herein, of such change.

IN WITNESS WHEREOF, each of the Parties, by its representatives, has executed this Foundation Agreement as of the Effective Date.

UNIVERSITY OF CENTRAL OKLAHOMA

By: 

Name: Kevin Freeman

Title: VP Finance and Operations, CFO

Date: August 15, 2023

MIDFIRST BANK

By: 

Name: Derek Caswell

Title: 1st SVP

Date: August 15, 2023

EXHIBIT A

Static Signage

Static signage displayed at the following athletic facilities for duration of each athletics season:

- Baseball
 - One (1) static sign displayed on the outfield wall
- Softball
 - One (1) static sign displayed on the outfield wall
- Soccer
 - One (1) static sign displayed – *location to be mutually agreed upon by MidFirst Bank and UCO Athletics*
- Men's Basketball / Women's Basketball / Wrestling / Volleyball
 - Four (4) static signs located in each corner at floor-level in Hamilton Field House
 - Signage will also be displayed at all other campus events, such as graduation, held in Hamilton Field House

Digital Signage

Signage displayed at the following athletic facilities for duration of each athletics season:

- Football
 - Minimum four (4) rotations per game on the new LED Ribbon Board signage, located on north end of Chad Richison Stadium
 - Videoboard Feature: Instant Replay sponsor during one (1) quarter
 - Digital signage assets will also be displayed at all OSSAA high school championship games held at Chad Richison Stadium
- Men's Basketball / Women's Basketball / Wrestling / Volleyball
 - Minimum four (4) rotations per game on the LED Scorer's Table (e.g., courtside signage) for all home games held at Hamilton Field House

Digital Media

- One (1) advertisement on BronchoSports.com website with link to MidFirst Bank website

Broadcast Media (Radio and Video Streaming)

- Two (2) :30 radio advertisement spots to air on Tyler Media Stations and iHeart Radio App during the following athletic events (home and away games):
 - Football
 - Men's Basketball
 - Women's Basketball
- Two (2) :30 video advertisement spots to stream on the MIAA Network during the following athletic events (home games only):
 - Football

- Soccer
- Volleyball
- Men's and Women's Basketball
- Wrestling
- Baseball
- Softball

ATM Access

- Opportunity to provide up to two (2) ATMs at Chad Richison Stadium
 - One (1) ATM located on the west side of the stadium
 - One (1) ATM located on the east side of the stadium
- Opportunity to provide additional ATMs at other athletic facilities and / or events as needed and mutually agreed upon with MidFirst Bank and UCO Athletics

Game Sponsorship

- Title Sponsor of one (1) home football game
 - Logo recognition on all game promotional materials
 - Opportunity to provide one (1) co-branded promotional item to fans (UCO Athletics to incur the cost of promotional item)
 - Four (4) game tickets
 - One (1) parking pass
- Title Sponsor of one (1) home basketball game
 - Logo recognition on all game promotional materials
 - Opportunity to provide one (1) co-branded promotional item to fans (UCO Athletics to incur the cost of promotional item)
 - Four (4) game tickets
 - One (1) parking pass

On-Site Activation

- Opportunity to activate a promotional space at one (1) regular-season home football game
- Opportunity to activate a promotional space at one (1) OSSAA high school championship game

MidFirst Bank as a Financial Resource for UCO Athletics

- Opportunity for MidFirst Bank to serve as a financial literacy resource for UCO student-athletes
- Opportunity for MidFirst Bank to serve as a financial concierge for UCO Athletics Administration (staff and coaches)