

RETAIL BANKING AGREEMENT

This Retail Banking Agreement ("this Agreement") is executed this 11th day of May, 2017, effective the 11th day of May, 2017 (the "Effective Date") and between MIDFIRST BANK ("Bank"), a federally chartered savings association, with its principal place of business located at 501 NW Grand Boulevard, Oklahoma City, OK 73118, and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA (the "University"), a constitutional state university having its principal place of business located at 660 Parrington Oval, Room 119, Norman, OK 73019, for themselves, and their respective successors and assigns (individually referred to as "Party" or collectively referred to as "Parties").

1. DEFINITIONS

When used in this Agreement:

- (a) "Advertising Materials" means all Bank-created marketing, advertising, and solicitation materials related to Retail Banking Services and Products which contain a Trademark.
- (b) "Athletic Mailings" means mailings, whether directly or indirectly initiated by the OU Athletic Department.
- (c) "Bank Customer" means any Member who has entered into a banking relationship with Bank to provide or engage in Retail Banking Services and Products as a part of the Program as well as any person who has entered into a similar relationship with Bank outside of the Program.
- (d) "Bank Customer Information" means any non-public, non-published information regarding current or potential Bank Customers.
- (e) "Foundation" means The University of Oklahoma Foundation, Inc., a private Oklahoma not-for-profit corporation having the University or any University Affiliate as its exclusive beneficiaries.
- (f) "Foundation Database" means the proprietary database owned, managed and administered by the Foundation that includes the names and addresses of individuals and businesses that have supported the University or any University Affiliate.
- (g) "Mailing List" means an updated and current list, derived from the Foundation Database, in hard copy and/or electronic form containing names (including without limitation names of Members who are business owners or authorized officers), with corresponding last known valid postal addresses and, when available, telephone numbers (including area codes and e-mail addresses) of all Members who are at least eighteen (18) years of age, segmented by zip codes or other reasonably selected membership characteristics as mutually agreed upon by the Parties, but in no case to include confidential donor information (including information that would identify Member as a donor), and who have not affirmatively requested not to be contacted. In no event shall the Mailing List include selected membership characteristics not approved in advance by the University.
- (h) "Member" means an alumnus, donor of OU, as well as other potential participants mutually agreed upon by the University and Bank.
- (i) "OU" means the University of Oklahoma Norman Campus, including its athletic facilities.
- (m) "OU Visa® Credit Card" means the co-branded credit card offered by Bank that features University's Trademark.
- (n) "Program" means the marketing, promotion and administration of the Retail Banking Services and Products in combination with the University's Trademarks and/or Mailing Lists as may be offered and provided by the Bank to the Members from time-to-time pursuant to this Agreement..

- (o) "Retail Banking Services and Products" means only those retail banking services and product offerings described in Exhibit A to this Agreement that are offered in combination with University Trademarks and/or Mailing Lists.
- (p) "Royalties" means the compensation set forth in Section 5.
- (q) "Sooner Card" means the Sooner Card which is a University-sponsored card used in conjunction with a Student's Bursar account that is available exclusively for Students currently enrolled in University programs and is not directly associated with any bank account.
- (r) "Student" means an individual who is enrolled in or attends classes at the University.
- (s) "Student Financial Education and Counseling Program" means a customized student financial counseling program designed to provide financial education and counseling to Students of the University.
- (t) "Take-One Distributions" means brochures and promotional materials distributed through outlets such as counter-top or wall-mounted displays.
- (u) "Trademark" or "University's Trademark" means any 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 or any University Affiliate during the term of this Agreement.
- (v) "University Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control of the University. Notwithstanding the foregoing, University Affiliate does not include the University of Oklahoma Health Sciences Center, Cameron University, Rogers State University, or the Tulsa Schusterman Center or the Foundation.

2. RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY AND THE UNIVERSITY AFFILIATES

- (a) Subject to Section 2(d) below and in return for the Royalties, the University grants the Bank the exclusive right to market, promote, offer and administer the Retail Banking Services and Products (as detailed in Exhibit A) that are offered in combination with the University's Trademarks and/or the Mailing Lists.
- (b) The University will take reasonable steps in its sole discretion to cause any other entity to cease and desist from (i) marketing, promoting, offering or administering the OU Visa® Debit Card, OU Visa® Credit Card, the OU Visa® Stored-Value Card and/or the OU Visa® Gift Card, and (ii) utilizing the University's Trademarks in combination with the Mailing Lists for the marketing, promoting, offering or administering of the Retail Banking Services and Products to the extent in conflict with rights granted by this Agreement.
- (c) The University, University Affiliates, and the Foundation shall not, individually or in conjunction with others, directly or indirectly take any action which would violate, or cause the University to violate, the terms of this Agreement.
- (d) The rights granted under this Agreement do not cover nor conflict with the University's right to the following,
- (i) the offering/provision of student financial aid or the Student Financial Education and Counseling Program; provided, however, no third party shall receive the Mailing List for the offering or provision of student financial aid or Student Financial Education and Counseling,
 - (ii) events held for housing on move-in day; provided, however, no third party shall receive the Mailing List in connection with such events,

(iii) OU Credit Union or its products or services¹; provided, however, the OU Credit Union shall not receive the Mailing List,

(iv) Sooner Card or similar program offered as a type of card used in conjunction with University Students' Bursar accounts; provided, however, no access to the Mailing List is granted to the Sooner Card or similar program,

(v) OU coaches' individual endorsement arrangements with outside entities, provided, however, no access to the Mailing List is granted to the OU coaches,

(vi) the University's acceptance of advertising from any financial institution provided that the advertisement does not contain an express endorsement by the University of said financial institution or utilize Trademarks in conflict with this Agreement, and no access to the Mailing List is granted to the third party financial institution,

(vii) Automated Teller Machines ("ATM's") located on campus; provided, there shall be no official University endorsement of the ATM's nor any access granted to the Mailing List,

(viii) University's agreement with insurance agencies to offer insurance products and solicit insurance business on campus provided that such products and business do not conflict with any Retail Banking Services and Products,

(ix) other entities, including financial institutions, sponsoring events or activities on campus, or otherwise, as long as those events do not conflict with Bank's exclusivity rights under this Agreement,

(x) other sponsorships or activities (including those by other financial institutions) utilizing Trademarks:

(a) So long as such Trademarks are not utilized for the marketing, promoting, offering or administering of specific Retail Banking Services and Products or in connection with and contingent upon an individual's purchase of specific Retail Banking Services and Products (e.g. another bank's sponsorship of a University play with a placement of the bank's trademark alongside the University's Trademark, or another bank's University licensed product given to bank customers that contains both the bank's trademark and the University's Trademark so long as such sponsorship or product is not provided primarily in conjunction with a customer's electing to open an account), and no access to the Mailing List is granted.

(b) Nevertheless, the University will not authorize or grant financial institutions that compete with Bank permission to offer or use University-licensed merchandise as part of an in-bank promotion that are also widely advertised in the newspaper, mailers, radio, or television.

(xi) third-party check printers who have licenses for use of Trademarks on printed product for which a license fee is paid by the printer, provided that such usage may not be sold, marketed or promoted in any way to banks or financial institutions within the states of Oklahoma, Arizona, Colorado or other states in which Bank may have a prominent presence during the term of this Agreement. Bank agrees to provide University with written notice of such prominent presence, and such prohibition on the sale of printed checks is inapplicable to the OU Credit Union,

¹ The OU Credit Union has no right to assign its right to Trademarks, unless otherwise mutually agreed upon by the Parties. Such agreement shall be negotiated in good faith by the Parties, and shall not be unreasonably withheld or delayed.

- (xii) any products or services, including Retail Banking Services and Products, made available to University employees through the OU Credit Union as a result of their employment relationship with the University; provided, however, no access to the Mailing List is granted, or
- (xiii) licensing of Trademarks, which in limited situations may be part of separate joint marks that include the marks of other institutions or entities (Examples include the Big 12 logo, NCAA event logos, the Red River Rivalry logo, the Bedlam logo, bowl game logos, and possibly others either athletic or non-athletic in nature) in which instances other financial institutions may be part of sponsorships of events or activities that use these joint marks, provided that any reference to another financial institution as part of such sponsorship or activities cannot be effectuated inside Gaylord Family Oklahoma Memorial Stadium.
- (e) Except to the extent otherwise limited herein, the University grants Bank the right to solicit Members by mail, email, direct promotion, advertisements and/or telephone for participation in the Program.
- (f) The University shall have the right of prior approval, not to be unreasonably withheld or delayed, of Advertising Materials.
- (g) The University will provide Bank with the Mailing List thirty (30) days prior to the Effective Date of this Agreement. Further, at any time during the term of the Agreement and upon any reasonable request of the Bank, the University agrees to provide Bank the Mailing List within thirty (30) days following the request of Bank. The parties acknowledge that the Bank intends to direct the University to provide the Mailing List to an agent of the Bank which will utilize the Mailing List to mail the Advertising Materials to the Members; in such event, the Bank shall require such agent to fully comply with the terms of this Retail Banking Services Affiliate Agreement.
- (h) The University hereby grants Bank and its subsidiaries and affiliates a limited, exclusive license to use the Trademarks solely in combination with the Program under this Retail Banking Services Affiliate Agreement, including the promotion thereof. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Subject to Section 10(c), upon termination or expiration of this Agreement, such license shall also terminate and Bank shall remove all Trademarks from its materials, products and services within a commercially reasonable period of time and as mutually agreed upon by the Parties. The University shall provide Bank all Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days prior to the Effective Date. Subject to Section 2(d), nothing stated in this Agreement prohibits the University from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except to the extent such right would conflict with this Agreement. Bank agrees to enter a nonexclusive license agreement with the Collegiate Licensing Company with respect to the use of Trademarks, where necessary. Any other commercial use of Trademarks or use of Trademarks on products shall require a separate license which may be satisfied by the license of a licensed vendor/provider as part of the purchase of licensed products (*e.g.* checks, blankets, hats, etc.).
- (i) To the best of the University's knowledge, as of the Effective Date, there are no prior agreements that will conflict with this Agreement. Provided, further, if prior agreements are found to conflict materially with the rights granted herein, the Parties agree to negotiate in good faith a mutually agreeable resolution.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Retail Banking Services and Products for the Members.
- (b) Bank shall design all Advertising Materials with regard to the Program. As stated in Section 2(f), the University shall have the right of prior approval, not to be unreasonably withheld or delayed, of Advertising Materials.

- (c) Bank shall bear all costs of producing and mailing materials for Retail Banking Services and Products.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Bank Customer's account(s) independently of the University.
- (e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistently with the provisions of this Agreement, and consistently with Sections 3(i) and 3(j) below, and shall not permit those entities handling the Mailing Lists to use them for any purpose other than the Program. Bank shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent and will respect the wishes of those individuals who have specifically requested that they not be contacted. The Mailing Lists are and shall remain the sole property of the University or the Foundation as applicable. However, Bank may maintain separately all information which it obtains as a result of an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided, however, that Bank will not use this separate information in a manner that would imply an endorsement by the University or the Foundation. Bank warrants that neither it nor those entities handling the Mailing Lists shall attempt to sell, license, transfer or otherwise provide the Mailing Lists to third parties. Provided, further, Bank acknowledges that the University and the Foundation have determined the Mailing Lists constitute protected trade secrets of the University and the Foundation.
- (f) The Bank, the University and the Foundation shall make best efforts to meet regularly to discuss and plan the promotion, operation, monitoring, evaluation, and management of the Program and to have individuals in attendance with decision-making authority.
- (g) Bank shall indemnify, defend and hold the University, the University Affiliates, and their respective regents, trustees, officers, directors, employees, and agents harmless of any claim, loss, demand, cause of action or judgment based on Bank's, or its agents', acts or omissions under or relating in any way to this Agreement, and shall reimburse the indemnified parties for any costs or attorney's fees incurred by the indemnified parties as a result of Bank's, or its agents', negligent acts or omissions. Bank shall ensure that a substantially identical indemnification clause in favor of the indemnified parties is contained in all third party agreements or subcontracts Bank executes with respect to this Agreement.
- (h) Bank shall indemnify, defend and hold the Foundation and its respective trustees, officers, directors, employees, and agents harmless of any claim, loss, demand, cause of action or judgment based on Bank's, or its agents', acts or omissions under or relating in any way to the use, pursuant to this Agreement, of that portion of the Mailing List derived from the Foundation Database, and shall reimburse the Foundation for any costs or attorney's fees incurred by the Foundation as a result of Bank's, or its agents', acts or omissions. Bank shall ensure that a substantially identical indemnification clause in favor of the Foundation is contained in all third party agreements or subcontracts Bank executes with respect to this Agreement.
- (i) Bank will use best efforts to schedule direct mail messages and electronic mailings (as described below) and other contact in a way and in conformance with Sections 2(e) and 2(f) above to prevent over-saturation of the targeted Members. Bank will:
- (i) Limit direct mail or electronic mailings to any portion of the Mailing List to no more than one (1) mailing per calendar quarter or total of four (4) annually. This limitation does not apply to direct mail that could unknowingly be sent to a Member of the Mailing List as part of Bank's normal direct mail campaigns. Bank will exercise its best efforts to avoid duplicate mailings, where feasible.
 - (ii) Limit duplicate direct mail messaging to no more than two (2) times per calendar year
 - (iii) Provide targeted parameters, including but not limited to, geographic location, household income, existing Bank Customers, home owner status, for each direct mail effort so as to only contact Members with a likelihood of selecting the marketed Retail Banking Services and Products.
 - (iv) Bank agrees not to solicit:

(a) through Take-One Distributions at athletic facilities or events or distributed through Athletic Mailings,

(b) to University faculty and staff by telephonic or email communications by virtue of their status as a University faculty/staff member, without the University's prior written consent.

(v) Bank agrees not to market the OU Visa® Credit Card to University Students via in-person, telephonic, or email communications, without the University's prior written consent.

(vi) Except as otherwise expressly limited in this Agreement, Bank has the right to market the Retail Banking Services and Products to Members through an integrated marketing plan which includes but is not limited to the following mediums or methods: (a) radio, (b) television, (c) print advertising, (d) indoor or outdoor signage, (e) light pole advertising, (f) yard banners, (g) billboards, (h) posters, (i) drive-thru signage, (j) teller information cards promoting the Retail Banking Services and Products, (k) on-hold messages, (l) online advertising placements, (m) indirect electronic mail, and (n) the Internet.

(j) The University and the Foundation have determined that the Foundation Database constitutes trade secrets that are private, valuable and confidential. Pursuant to agreements between the Foundation and the University, the University is required to maintain the privacy and confidentiality of the Foundation Database. Notwithstanding the foregoing, the Foundation acknowledges the University's obligations under this Agreement and desires to assist the University by permitting certain information from the Foundation Database to be incorporated in the Mailing Lists pursuant to the terms hereof.

4. REPRESENTATIONS AND WARRANTIES

(a) The University represents to Bank and Bank warrants to the University that as of the Effective Date and throughout the term of this Agreement:

(i) Each is duly organized, validly existing and in good standing.

(ii) Each has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This 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.

(iv) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this 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 Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement except as noted throughout, and to provide the Mailing Lists to Bank for the promotion of the Program. 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 Trademarks.

(c) Bank will, subject to applicable law requiring their retention, return Mailing Lists and materials, to the University or destroy them immediately upon the termination of this Agreement.

5. ROYALTIES

(a) On or as soon after the Effective Date of this Agreement as is practicable, and on each subsequent anniversary date, Bank shall pay Royalties to the University in the amounts set for below.

Agreement Year	Royalty
1	\$445,000
2	\$353,100
3	\$361,500
4	\$370,000
5	\$378,900
6	\$388,000
7	\$397,400
8	\$407,100
9	\$417,000
10	\$427,300
Total	\$3,945,300

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features.

7. CONFIDENTIALITY

(a) The terms of this Agreement, the Mailing List and any proposal, financial information and 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 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 operation of law, or as mutually agreed in writing.

(b) Bank and the University shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential and (ii) as required by law or requested by any governmental regulatory authority.

(c) Bank specifically recognizes that the University is a state agency and is subject to the Oklahoma Open Records Act.

(d) The University will not have access to any Bank Customer Information. If, at any time, the University should request access to Bank Customer Information, the Parties will agree in a separate written agreement to the terms of confidentiality, usage and destruction of information.

8. TERM

The initial term of this Agreement is ten (10) years and will begin on the Effective Date and end on June 30, 2027. The University is permitted during the last twelve (12) months of the term of this Agreement to engage in discussions concerning prospective Retail Banking Services and Products that would be effective upon the expiration of this Agreement.

9. GOVERNING STATE LAW

This 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.

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or the University, the other Party may terminate this Agreement by giving notice and the opportunity to cure, as provided herein, to the breaching Party. This notice shall: (i) describe the material breach; and (ii) state the non-breaching Party's intention to terminate this Agreement if such breach is not cured within the specified time period. If the breaching Party does not cure or substantially cure such breach within thirty (30) days after receipt of notice (the "Cure Period"), then this Agreement shall terminate after expiration of the Cure Period.

(h) If either Bank 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 Agreement.

(c) Upon termination of this Agreement and subject to Section 4(c), Bank shall cease to use the Trademarks within a commercially reasonable time period as mutually agreed upon by the Parties. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law.

11. PRIOR AGREEMENT

The MidFirst Bank Affinity Agreement Retail Banking Services and Products for the University of Oklahoma, entered into between the Parties effective July 1, 2007, is hereby superseded and terminated effective as of the date hereof and shall be without further force or effect.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both Parties hereto.

(b) The failure of any Party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(c) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(d) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. The Parties agree to negotiate in good faith a new, binding provision that most closely resembles the Parties' original intent to replace the former, nonbinding provision.

(e) All notices relating to this 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) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to the University:

University of Oklahoma

660 Parrington Oval
Suite 213
Norman, Oklahoma 73019

ATTENTION: Anil Gollahalli
Vice President and General Counsel

Fax #: (405) 325-7681

(2) If to Bank:

MidFirst Bank
501 NW Grand Boulevard
Oklahoma City, Oklahoma 73118

ATTENTION: Randy Sparks
General Counsel

Fax #: (405) 767-7311

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

(f) This Agreement constitutes the entire agreement of the Parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of the other Party which shall not be unreasonably withheld, neither Party may assign any of its rights or obligations under or arising from this Agreement.

(g) Bank and the 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 Agreement.

(h) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the University and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(i) 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.

(j) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmitted signatures sent by facsimile or electronic mail as a pdf or file image shall have the same force and effect as an original signed agreement. No party to the Agreement will raise the use of a facsimile machine or other electronic means to deliver a signature as a defense to the formation or enforceability of this Agreement and each party waives any such defense.


(k) The Foundation shall be a third party beneficiary of this Agreement only with respect to those provisions that relate to use of that portion of the Mailing Lists derived from the Foundation Database.

(l) University shall provide Bank with reasonable notice regarding any Oklahoma Open Records Act requests relating to this Agreement.

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

UNIVERSITY OF OKLAHOMA

MIDFIRST BANK

By: 
Name: BYRON BURR MILLSAP
Title: ASSOCIATE VICE PRESIDENT


By: 
Name: Daniel Hoare
Title: Senior Vice President

Exhibit A2
Retail Banking Services and Products

1. DEBIT CARDS.

Debit Card means a card, including the OU Visa® Debit Card, that enables an accountholder to obtain access to a checking or savings account for the purpose of making withdrawals or of transferring funds to a third party by a non-transferable order or authorization.

2. CREDIT CARD

Credit Card means a card, including the OU Visa® Credit Card, issued to Members that were approved for credit and subsequently opened a credit account for which the credit card is issued.

3. STORED-VALUE CARDS.

Stored-Value Card means a reloadable card (e.g. payroll card or Visa® Teen Bucks card), including an OU Visa® Stored-Value Card, that enables a bank accountholder to load value for the purpose of making purchases.

4. GIFT CARDS.

Gift Card means a non-reloadable card, including OU Visa® Gift Card, that enables an accountholder to load value (e.g., general or store-specific credit) for the purpose of making purchases. Gift Cards will be sold at all Bank banking centers and will allow the card recipient to make purchases with the card wherever Visa* is accepted. Other parties may market, promote, offer or administer merchant- and/or entity-specific gift cards for the purpose of making purchases such as a Lowe's OU gift card to be used solely in Lowe's stores, or for mall-specific gift cards solely to be used in a particular mall).

5. CHECKING ACCOUNTS.

Checking Account means a demand deposit account, a negotiable order of withdrawal account or any other account that constitutes a checking account as defined by federal law.

6. SAVINGS ACCOUNTS.

Savings Account means a passbook savings account, a statement savings account, a money market deposit account or any other account that constitutes a savings account as defined by federal law.

7. TIME DEPOSIT ACCOUNTS.

Time Deposit Account means a certificate of deposit, a club account that are not maintained as savings deposits or any other time deposit account as defined by federal law.

8. CONSUMER LOANS.

Consumer Loan means a loan for personal, family, or household purposes or as otherwise defined by federal law.

9. MORTGAGE LOANS.

Mortgage Loan means a loan secured by real property (e.g., a home, business property, farm residence, or some combination thereof).

² All 14 categories outlined in this Exhibit A should be construed according to their Code of Federal Regulations' definition

10. HOME EQUITY LOANS.

Home Equity Loan means a line of credit or close-end loan secured by a one- to four-family property.

11. COMMERCIAL LOANS.

Commercial Loan means a business loan/credit as defined by federal regulation and is distinguished from personal loans or consumer credit loans.

12. TRUST ACCOUNTS.

Trust Account means an accounts, product or service customarily offered through a bank's trust department

13. BROKERAGE ACCOUNT OFFERINGS.

Brokerage Account means an account, product or service customarily offered through a bank's investment services department.

14. INDIVIDUAL RETIREMENT ACCOUNTS.

Individual Retirement Account ("IRA") means a special tax-deferred account (e.g., Keogh Plans, Roth IRAs, and education.).

**FIRST AMENDMENT
TO RETAIL BANKING AGREEMENT**

This First Amendment (“First Amendment”), effective this 21 day of June, 2023 (“Effective Date”), by and between MIDFIRST BANK (“Bank”), and the BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA (“University”), for themselves, and their respective successors and assigns (individually referred to as a “Party” or collectively referred to as the “Parties”), hereby amends and supplements the Retail Banking Agreement between the Parties dated May 11, 2017 (“Agreement”).

ARTICLE 1: AMENDMENTS TO THE AGREEMENT

1.1 Section 5(a) of the Agreement shall be deleted in its entirety and replaced with the following:

On or as soon after the Effective Date of this Agreement as is practicable, and on each subsequent anniversary date, Bank shall pay Royalties to the University in the amounts set for below.

Agreement Year	Royalty	Fiscal Year Ending on June 30
1	\$445,000	2018
2	\$353,100	2019
3	\$361,500	2020
4	\$370,000	2021
5	\$378,900	2022
6	\$388,000	2023
7	\$397,400	2024
8	\$407,100	2025
9	\$417,000	2026
10	\$427,300	2027
11	\$448,700	2028
12	\$471,000	2029
13	\$494,500	2030
14	\$519,500	2031
15	\$545,300	2032
Total	\$6,424,300	

1.2 Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2032. The University is permitted during the last twelve (12) months of the term of this Agreement to engage in discussions concerning prospective Retail Banking Services and Products that would be effective upon the expiration of this

Agreement.

ARTICLE 2: MISCELLANEOUS

2.1 All other terms and conditions of the Agreement, except as specifically modified herein, shall remain the same and in full force and effect.

2.2 This First Amendment may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

2.3 This First Amendment may be executed using electronic or digital signatures, which shall have the same force and effect as a manual signature.

This First Amendment is hereby duly authorized and signed by the respective authorized officers of each Party hereto.

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By: 

Printed Name: Armand Paliotta

Title: Vice President & General Counsel

Date: June 29, 2023

MIDFIRST BANK

By: 

Printed Name: Derek Caswell

Title: 1st SVP

Date: June 21, 2023