

## Old Glory Bank Business Debit Card Agreement

This **BUSINESS DEBIT CARD AGREEMENT** (this “Agreement”), is made and entered by and between **OLD GLORY BANK** (“Bank”) and such business entity (“Company”) that has an Account and requested a Card (each, as defined below), effective on the date listed in Section 20 hereof.

This Agreement governs Company’s request for the issuance of, and use of a MasterCard Business Debit Card (the “Card”) issued by Bank, connected to one or more Company’s accounts at Bank (collectively, the “Accounts”). This Agreement supplements and incorporates the deposit account agreements which govern the business accounts of Company and which may be accessed by the use of the Card. If there is a conflict between those agreements and this Agreement, this Agreement shall control. Notwithstanding anything to contrary, the use of any Card verifies Company’s acceptance of the terms and conditions of this Agreement.

1. **Issuance of Card(s).** Under the terms and conditions of this Agreement, and subject to Company’s compliance with this Agreement, Bank agrees to issue Card(s) in the name of the Company and in the names of one or more authorized representatives of the Company (each, a “Cardholder”) as requested by Company from time to time, subject to approval by Bank. Company acknowledges that Bank may undertake industry standard and other regulatory review and approval of each Cardholder and, therefore, Bank has the discretion to reject and/or terminate the rights of any individual Cardholder or Card (including, without limitation, for financial crimes), even if Company is in compliance with this Agreement.
  - a. Each Card allows a Cardholder direct access to the Accounts, so Company will be liable for all activities of Cardholders, even if Company had no prior knowledge of a Cardholder’s use. Bank will issue Cards and PINs to each Cardholder. Each Card will identify the Company’s name and the name of the Cardholder. Bank may, but need not, restrict the number of Cardholders for each Account. All Card(s) must be signed immediately upon receipt by the Cardholder, but all Card(s) remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Card(s) are utilized or for who utilizes the Card(s).
  - b. Once a Card has been issued to a Cardholder, it may not be transferred to another person. If an authorized Cardholder’s employment or association with the Company is terminated, the Company will immediately notify the Bank in writing so that the Bank may cancel the Cardholder’s Card. The Company may also terminate a Cardholders access to a Card for any reason upon notice thereof to Bank. Until the Bank receives such notification in writing, the Card shall remain subject to this Agreement and the Company shall remain liable for all transactions conducted by use of the Card.
  - c. The dollar limitations of each Card may be changed from time to time by written request to Bank, subject to approval by Bank. Company agrees that Bank may also modify the dollar limitations at any time and from time to time and/or upon a transaction by transaction basis, including (without limitation) in situations where systems or communications fail or are unable to properly communicate the actual dollar limitation to the point of sale systems but where the transaction may occur upon a different dollar amounts.
  - d. If a transaction on a Card involves other than U.S. currency, Company understands and agrees that the Bank will honor the transaction in U.S. currency at a conversion rate as may be adopted from time to time by MasterCard for such transactions.

2. **Business Card Purpose.** The Card may be used solely for business purposes relating to the business and activities of the Company. Subject to the foregoing, the Card may be used to purchase authorized goods and services via POS transactions and to obtain cash at designated ATM's. The Card is not a consumer card and will not be treated as such under the provisions of State and Federal law. Company will not have the benefit of any limitations of liability with respect to the unauthorized use of the Card. Company agrees to provide written instructions to each Cardholder that the Card may not be used for personal, family or household purposes. Under no circumstances is Bank responsible for or liable for, any unauthorized use of any Card.
3. **Security Procedures/Use of PIN.** Appropriate signatures or use of a PIN may be required to use a Card. Company agrees that Bank's security procedures are commercially reasonable in the context of Company's operations, requirements and internal procedures. Company agrees to establish prudent security standards and policies which include proper safeguards to protect the confidentiality of all PINs and which protect against the unauthorized use of the Card. Company is solely responsible for establishing and maintaining the procedures as required safeguarding against unauthorized use of the Card.
  - a. Any use of the Card to pay for goods, services, or to withdraw funds from an ATM under this Agreement with or without a valid PIN or signature will be considered to be authorized, authentic, valid and binding upon the Company. The Bank is unconditionally considered to be acting in good faith with regard to such transactions whether or not authorized by Company.
  - b. Company agrees to notify Bank immediately, followed by written confirmation, of any attempts or suspected attempts of unauthorized use of the Card. Company must also notify Bank, in the same manner, if Company suspects that any security procedure has been compromised. Company is responsible for all transactions initiated by the use of a Card whether authorized or unauthorized until Bank receives actual notice of the unauthorized use and for a commercially reasonable time thereafter as required by the Bank to stop or prevent unauthorized transactions. The occurrence of an unauthorized use of the Card will not affect the validity of any transactions which were initiated prior to receipt of such notification nor within reasonable time thereafter.
  - c. Company understands that Bank may be required by MasterCard to honor certain point of sale transactions which have been properly initiated whether or not the transaction creates an overdraft or would otherwise be rejected under this Agreement. Accordingly, Company agrees to be fully responsible and indemnify the Bank for all amounts and obligations incurred by the use of a Card in a transaction where the Bank is required to honor the transaction by reason of its agreement with MasterCard.
  - d. Company understands that it will not be able to stop payment on transactions originated by use of your Card, whether the transaction is authorized or unauthorized.
4. **Liability and Promise to Pay.** Company agrees to be, unconditionally and without limitation, liable for all Card(s) transactions, whether authorized or unauthorized, whether utilized by Cardholders or some other person, and whether arising from Card(s) lost or stolen. All Cardholders who are granted use of the Card(s) shall be deemed third party beneficiaries of the accommodations extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Cardholders shall be jointly and severally liable with Company for any Card(s) transactions made under the Card(s) issued to the respective Cardholder, whether authorized or unauthorized, whether utilized by Cardholders or some other person and whether arising from lost or stolen Card(s).
5. **Statement and Disputed Transactions.** Each statement cycle, Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by uses of all Card(s). Company is responsible for reconciling monthly statements timely and notifying Bank in

writing of any disputes, suspected errors and/or discrepancies (collectively, “Disputes”). Damages and losses resulting from Disputes regarding PIN based transactions are the sole responsibility and liability of Company. Disputes regarding signature based transactions shall be communicated in writing to Bank at the address indicated below. Communications shall include Cardholder and Company’s names, the dollar amount of any Dispute, the reference number and description of the Dispute. Any communication regarding a Dispute must be received by Bank within sixty (60) days of date of the Monthly Statement on which the Dispute first appeared. If Bank receives timely written notice of a Dispute regarding a signature based transaction, Bank will attempt to resolve the suspected Dispute; provided, however that Bank does not represent or warrant resolution or reimbursement to Company, and damages and losses from such Disputes are the sole responsibility and liability of Company. Bank will attempt to resolve the Dispute by initiating an electronic return item to the originating financial institution or merchant disputing the transaction in question, and shall thereafter request a response from either the financial institution or merchant dispute within (90) days after initiating the electronic return item. Accounts of Company will be credited by Bank only upon (i) resolution of the Dispute in Company’s favor, AND (ii) the receipt by Bank of such funds in Dispute. Bank will provide Company with a written reply when the investigation into the Dispute is complete. Company acknowledges and agrees that Regulation E does *not* apply to Business Accounts and/or any of the Cards.

6. **Notice and Communication.** All notices, requests and other communications provided for hereunder must be in writing and directed to Bank at the address indicated below. All notices, requests and other communications must be in writing, postage prepaid, hand delivered, or delivered via e-mail to an authorized e-mail of Bank.

Old Glory Bank  
PO Box 20550  
Oklahoma City, OK 73156  
[customerservice@oldglorybank.com](mailto:customerservice@oldglorybank.com)

7. **Monthly Debit Card Fee.** A Monthly Debit Card Fee may be charged to Company’s account for the privilege of having the Card(s). The Monthly Debit Card fee is payable whether or not any of the Card(s) are used. Notice of any fee, if ever, will be provided to Company at least 15 days in advance; whereupon, Company may terminate such Cards.
8. **Lost or Stolen Card(s).** If any of the Card(s) are lost or stolen, Company agrees to notify the Bank immediately by calling 888-446-5345 during the listed hours of Bank’s call center.
9. **Termination.** Notwithstanding anything to contrary, Bank shall have the right, at its sole discretion, to immediately terminate Company’s rights and privileges hereunder and/or any individual Card. Bank also has the discretion to cancel any Card or PIN upon the determination or suspicion of unauthorized use. In the event Bank cancels any Card or PIN under this provision, Bank will incur no liability to Company or Cardholder under any circumstance, unless required by law.
10. **Return of Card(s).** All Card(s) shall be deemed canceled effective upon termination of this Agreement and/or cancellation of any Card and Company shall instruct the Cardholders to cut in half all Card(s), and return to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.
11. **Amendments and Changes in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company of such amendments via e-mail, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice. Company may terminate this Agreement and its Cards at any time, including if Company does not accept such amendment, but any use of the Cards will be deemed acceptance.

12. **Service Fees.** Bank may charge Company a reasonable charge for photocopies and reprints which Company or any Cardholder may request and for other special services as allowed by law.
13. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable. This Agreement, along with Old Glory Bank's Privacy Policy and other terms and conditions relating to your Accounts constitute the entire agreement between Company and Bank pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Nothing expressed or implied herein is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third party beneficiary hereof or the Cards. Bank's failure to insist upon strict compliance with any provision of, or to assert any right under, this Agreement, including (without limitation to) our right to terminate any Card, shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Agreement.
14. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and laws of the State of Oklahoma.
15. **Agreement to Arbitrate and Class Action Waiver.**
- a. ANY AND ALL CLAIMS OR DISPUTES BETWEEN COMPANY (AND EACH CARDHOLDER, IF HAVING ANY RIGHTS) AND BANK RELATING IN ANY WAY TO THE CARDS AND/OR THIS AGREEMENT MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD, INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND ATTORNEYS' FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS ACTIONS IN ARBITRATION. NOTWITHSTANDING THIS AGREEMENT TO ARBITRATE, COMPANY AND BANK MAY CHOOSE TO BRING INDIVIDUAL CLAIMS OR DISPUTES IN A SMALL CLAIMS COURT, PROVIDED THAT THEY FALL WITHIN THAT COURT'S JURISDICTION.
  - b. Arbitrations will be administered by the American Arbitration Agreement ("AAA") under the AAA's Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at [www.adr.org](http://www.adr.org), and they include detailed information about how to initiate an arbitration. Company and Bank agree to each pay 50% of the AAA's Case Management Fee and any arbitrator fees. Each party shall be responsible for paying its own attorneys' fees.
  - c. Company agrees that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth in Section 14 above).
16. **Collection of Costs.** Subject to Section 15 above, if Bank hires an attorney to assist in collecting any amount due hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.
17. **Disclosure of Charges.** Bank will charge (i) an out-of-network fee of \$3.50 per transactions if a Card is not used with an in-network ATM, and (ii) a balance inquiry fee of \$1.00 per transaction if not at an in-network ATM. Fees may be subject to sales tax and may change at any time at Bank's discretion. If the use of any Card results in an overdraft, then such NSF fee that may apply shall be as set forth in the Business Account for Bank relating to the Accounts.
18. **Indemnification Agreement.** For and in consideration of taking the action described herein, Company hereby agrees to indemnify, defend and hold harmless Bank, its officers, directors, employees, agents, affiliates, predecessor and assigns (collectively "Indemnified Parties") from

any and all claims, liabilities, debts, demands, damages, expenses, contracts, judgments, executions or suits of any kind or nature suffered or incurred by the Indemnified Parties, or any of them, arising out of or in connection with the action described herein. This indemnity obligation shall survive termination of this Agreement.

19. **Authorization.** The representative of Company acting for and on behalf of Company with regard to this Agreement, does hereby represent and warrant to Bank that he/she is an authorized officer of Company and such representative is hereby authorized to accept and adopt this Agreement and bind the Company to its terms and conditions.

20. **Adoption and Date.** The Company is deemed to adopt this Agreement upon its receipt by a representative and the first use of any Card by Company and/or any Cardholder. **The effective date of this Agreement (as amended) is April 1, 2024.**

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