

OBA SERVICES COMPANY ENDORSED VENDOR POLICY

Endorsement by the Oklahoma Bankers Association applies only to products or services covered by written agreement signed by both parties after review by the Chief Operating Officer of the Oklahoma Bankers Association Services Company (“OBASCO”) and approved by the OBASCO Board of Directors. Endorsement by the Oklahoma Bankers Association means a product or service has been thoroughly investigated by the Association and satisfies an identifiable need. The product/service to be offered must be made available at terms, prices, and conditions more advantageous to OBA members than would otherwise be available without the OBA endorsement.

On an annual basis (or more frequently if necessary) the Association will review the performance of the vendor against the criteria used in originally selecting the product or service. Contracts will be renewed only if the OBA is satisfied that those criteria and any other factors deemed appropriate by the Association are still being met.

Service to Association members and maintaining a reputation for quality are of paramount concern. Therefore, the Association retains the right to void any agreement when it deems the contract terms have been violated.

The Association will not enter into any agreement which includes quotas or other minimum volume requirements.

Outlined below are issues to be addressed by vendors desiring consideration as an endorsed vendor of the OBA Services Company, a wholly owned subsidiary of the Oklahoma Bankers Association.

Provide a history and description of the company in some detail. This should include the names and biographies of officers, majority shareholders and current balance sheet and income statement. It should also include the name of the company’s bank and other financial institution.

Provide a complete list of references, including banks or other financial institutions currently utilizing the product or service; information on all state bankers associations which have endorsed the company; and whether or not such endorsement has been withdrawn, and if so, under what circumstances.

Provide a complete description of your product or service.

Describe the manner in which your product or service is implemented within a bank.

Describe how your product or service benefits an OBA-member bank. Does it help the bank hone its competitive edge? Enhance profitability? Protect or defend itself?

Please describe how your product or service is better than your competitors' in terms of price, quality and service. Please name your competitors.

What risks are there for OBASCO or its employees? What risks are there for OBA-member banks or their directors or employees? What indemnification or recourse is there?

Does your service or product meet with the approval of all state and federal regulatory agencies? How will ongoing legal and regulatory questions be handled if applicable?

Please include any marketing research regarding your product/service. How often do you plan to advertise your product/service and where? How often do you intend to contact bankers regarding your product/service?

How would you propose that OBASCO introduce your product or service to its member banks? What OBASCO administrative, marketing or staffing requirements would be needed? What would be the approximate cost thereof? Please include samples of all documents/materials, which will be provided to the banks.

A written report must be submitted on a monthly basis showing the number and name of the OBA members contacted, product/service sold, financial disclosure of the Association's fee for product/service sold and the anticipated date remittance to the Association of fees.

Discuss price discounts to be provided to member banks as a result of OBASCO's endorsement of your product or service. Include information on pricing alternatives, if applicable.

Describe the financial compensation proposed in exchange for this endorsement and promotion of your product or service. Include sales projections for the first year and the basis for such projections.

All endorsed vendors must be associate members.

All endorsements will be reviewed annually. When appropriate, OBASCO may conduct a member survey. Vendor may be required to appear before an appropriate committee to review performance of the product/service provided. Any change in terms of the agreement shall be subject to immediate review.

During the term of the agreement to offer your product/service, your company will not seek endorsement with other organizations in the territory agreed upon and designated by the agreement. Additionally, your company will not offer any product/service that competes directly or indirectly with any current and/or existing OBASCO product/service in the territory agreed upon and designated by the agreement. Exceptions to this must be presented in writing for approval.

Any subcontractors used must be bound to the terms and conditioned of the agreement.

All officers and employees of the Association and its subsidiaries will be comprehensively indemnified and held harmless for any claims arising out of or in connections with the agreement.

ENDORSEMENT AGREEMENT

This Agreement is entered into by and between the Oklahoma Bankers Association (“OBA”), an Oklahoma nonprofit corporation; OBA Services Company, Inc. (OBASCO”), an Oklahoma corporation; and _____ (“COMPANY”) (collectively “Parties”).

RECITALS

A. OBASCO is a wholly owned subsidiary of OBA, a trade association with membership composed of commercial banks domiciled throughout the State of Oklahoma, and is in the business of arranging for the offering of quality products and services to members of OBA.

B. COMPANY is in the business of _____.

C. COMPANY wishes to provide its products and services to OBA members and associate members, and OBASCO wishes to endorse such use by the banks which are members of the OBA and the associate members of the OBA.

D. OBA wishes to license the use of its name and logo on certain terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Service. COMPANY will offer its products and services (collectively “Service” or “Services”) for sale to OBA members and associate members. COMPANY and OBASCO agree to effectuate a marketing and promotion program as more particularly described in EXHIBIT A, which is incorporated by reference into this AGREEMENT.

2. License of Name and Logo. OBA hereby agrees to license the use of its name and logo for use by the COMPANY in marketing its service (“License”) to OBA members and associate members. OBA shall not promote or market the Service and OBA does not in any

way approve, certify, or guarantee the COMPANY or the COMPANY's Service. This License is merely the passive act of granting permission to the Company to use OBA's name and logo to promote the Service. COMPANY agrees to obtain **prior written** approval from OBASCO for any use of OBA's name and/or logo on any marketing brochure, pamphlets, letters or other materials produced by COMPANY. Such approval shall not be unreasonably withheld.

3. Endorsement. OBASCO endorses the Service of COMPANY. The COMPANY agrees to provide marketing materials when requested by OBASCO and OBASCO will assist the COMPANY in the promotion, marketing and sale of the Service to OBA's Members as stated in Exhibit A.

4. Limitation of License and Endorsement. OBA's License and OBASCO's Endorsement as described in paragraphs 2 and 3 herein are specifically limited to the COMPANY's service as described in Exhibit B and are not, and shall not be, interpreted, communicated or exercised as a license to or an endorsement of the COMPANY, any subsidiary or affiliated company of the COMPANY, or agents of the COMPANY, or any other product or service offered or developed by the COMPANY. OBASCO does not in any way approve, certify, or guarantee the COMPANY or the COMPANY's Service.

5. Additional Products and Services. If the COMPANY in the future offers additional products or services, the COMPANY agrees that OBA and OBASCO shall have a right of first refusal to expand this AGREEMENT to include such additional products and services upon acceptance of appropriate terms and conditions including, without limitation, appropriate compensation for such Endorsement and License of name and logo. In the event the COMPANY offers products or services now or in the future that are not covered by this AGREEMENT, the COMPANY shall neither express, orally or in writing, nor infer or imply, directly or indirectly, that OBASCO endorses such products or services and the COMPANY shall not use the OBA name or logo.

6. Royalty/licensing Fee. COMPANY agrees to pay OBASCO for itself and as agent for OBA, and as consideration for this AGREEMENT, a percentage amount of the gross sales of the COMPANY products and services to Oklahoma financial institutions on or after the Effective Date of this AGREEMENT. The percentage amounts will be based on annual sales, paid monthly. COMPANY shall pay the combined royalty/licensing fee within ten (10) days following the end of each calendar month (“Payment Date”). The Parties agree that the royalty/licensing fee due from the COMPANY under this AGREEMENT shall be paid by one check payable to “OBA Services Company” each time payment becomes due. However, the Parties agree that the Royalty/licensing fee described in the AGREEMENT shall be divided by OBASCO between OBA and OBASCO. The first \$2,000, on an annual basis, will be retained by OBASCO as royalties for marketing with the remainder being considered a licensing fee payable to OBA for the License of the OBA name and logo to COMPANY. Neither OBA nor OBASCO has any financial obligation to make payments of any kind to the COMPANY.

7. Reports. COMPANY shall provide OBASCO with a written report on the Payment Date during the term of this AGREEMENT. The report shall contain:

(a) Every financial institution that purchased the Service during the previous calendar month and the name of the individuals who served as each financial institutions’ contact (“Primary Contact”).

(b) Every financial institution contacted during the previous calendar month that declined to purchase the Service.

(c) The date on which the Company contacted the Primary Contact listed on any e-mail from OBASCO staff.

(d) The Primary Contacts that, in the sole discretion of the COMPANY, would provide OBASCO with testimonials regarding their financial institutions’ utilization of the Service;

(e) All monies received by the COMPANY from financial institutions during the preceding month; and

(f) Any changes in users of the COMPANY’s Service.

Upon request, the COMPANY shall provide OBASCO with a written report that provides OBASCO with monthly revenue projections to be generated from this AGREEMENT.

8. Term. This Agreement shall be for a term of one year and shall automatically renew for an additional year at the end of the initial one-year term and thereafter for successive one year terms unless written notice of termination is given to COMPANY by OBASCO or by COMPANY to OBASCO prior to the end of any term.

9. Termination.

(a) This AGREEMENT may be terminated by any party prior to the expiration of its Original Term, or any extension of the initial term, ninety days after receipt of written notice by the terminating party that another party (i) is guilty of gross misconduct; (ii) has filed a petition of insolvency or bankruptcy; (iii) has had a petition of insolvency or bankruptcy filed against it; (iv) has become insolvent; (v) has executed any assignment for the benefit of its creditors; or (vi) has breached any term of this AGREEMENT.

(b) This AGREEMENT may be terminated by the mutual consent of all parties at any time upon exchange of written notices evidencing each party's intent to terminate the AGREEMENT.

(c) In the event of any termination of this Agreement, COMPANY agrees to remit to OBASCO any remaining sums owing to OBASCO no later than thirty days after such termination. OBASCO agrees to return to COMPANY any documentation, marketing literature or other material belonging to COMPANY relating to sales and marketing, and COMPANY agrees to terminate all representations regarding any endorsement or license by OBA or OBASCO.

10. Remedies. In the event this Agreement is terminated, COMPANY acknowledges and admits that its failure to promptly discontinue promotion of its Service as an endorsed service or its failure to promptly discontinue use of the OBA name or logo will result in immediate and irreparable harm and damage to OBA and OBASCO. COMPANY

acknowledges and admits that there is no adequate remedy at law for such failure to terminate promotion of the Service as an endorsed service and use of the OBA name and logo and agrees that in the event of such failure, OBA and OBASCO shall be entitled to equitable relief by way of temporary restraining orders and temporary injunctions until arbitration is concluded pursuant to Paragraph 21 of this AGREEMENT. Any such claim, dispute, or disagreement brought pursuant to this Paragraph shall be heard by a court in the State of Oklahoma, County of Oklahoma, and the Parties hereby consent to personal jurisdiction in the State of Oklahoma for any such claim, dispute or disagreement. It is understood and agreed that in the event of such failure, the actual damages sustained by OBA and OBASCO will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of the use of the OBA name and logo will be a sum equal to 110% of the monthly average of the previous twelve months' Royalties for any month or portion of a month after such failure. If this AGREEMENT has been in force less than 12 months, the sum shall be a sum equal to 110% of the monthly average for the life of the AGREEMENT. Therefore, the COMPANY shall pay this amount, as liquidated damages and not as a penalty, for each month's delay in discontinuing promotion of the Service as an endorsed service and the use of the OBA name and logo.

11. Indemnification. Notwithstanding any violation or breach of any provision of the AGREEMENT, COMPANY will hold harmless and indemnify OBA, OBASCO, their agents and employees. and any successor entities, and all OBA Members acquiring the Service from any and all damages, claims, losses, costs, expenses, suits, actions, causes of action, lawsuits, and liability of every kind, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person, for damage to any property, for any losses arising out of or in connection with this AGREEMENT or any activities related to it where such injuries, death, damages, or losses are caused by the COMPANY, including, but not limited to, the COMPANY's negligence, breach of warranty, breach of duty, misrepresentation and/or strict liability. COMPANY further agrees, and not in limitation of the foregoing, that should any

action or claim be commenced against OBA, OBASCO, their agents and employees, or any successor entity, or any OBA member acquiring the Service relating to the Service or this AGREEMENT, the COMPANY will hold harmless and indemnify OBA, OBASCO, their agents and employees, and any successor entity and any and all OBA members

12. Relationship of Parties. Each party acknowledges and agrees that each is an independent contractor in the performance of this AGREEMENT and no agency, partnership, joint venture or employer-employee relationship is intended or created by this AGREEMENT and that no party can create any obligation for any other party. Neither OBA, OBASCO, nor any employee or agent of OBA or OBASCO is an employee or an agent of the COMPANY. Neither COMPANY nor OBA or OBASCO is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the other parties or to bind the other parties in any manner whatsoever.

13. Confidentiality and Restrictions.

(a) The Parties agree to keep the terms and conditions described in this AGREEMENT confidential.

(b) COMPANY acknowledges and agrees that all information provided by OBA, OBASCO, or any successor entity, including, but not limited to, OBA membership information, is, and shall remain, the exclusive property of OBA, OBASCO, or any successor entity. COMPANY agrees that such information is confidential. COMPANY shall not disclose, reproduce, sell or disseminate such information, for any reason, without the prior written consent of OBA, OBASCO, or any successor entity (“Nondisclosure Obligations”). The Nondisclosure Obligations of the COMPANY shall survive and continue after the expiration or termination of this Agreement. COMPANY agrees to protect the confidentiality of member banks that purchase its services and agrees to obtain permission from a member bank prior to entering into any arrangement whereby the bank’s name is used for solicitation.

14. Exclusivity. COMPANY agrees that it will not seek or obtain the endorsement of any trade association (or affiliate) that competes with the Oklahoma Bankers Association or its

affiliates with respect to banks in Oklahoma, including specifically the Community Bankers Association of Oklahoma and the Independent Bankers Association of Texas, or any affiliate of either of those.

15. Representations of the Company. The Company represents that it is, and will remain during the term of this AGREEMENT, in compliance with all federal, state and local laws and regulations; that all licenses or certifications that are required by law, and that may be required by law during the term of this AGREEMENT, have been obtained; that the COMPANY is a corporation in good standing with all federal, state, and local regulatory agencies; and that the Service conforms, and will remain in conformance during the term of this AGREEMENT, with the standards and qualities of its industry.

16. Assignment. The Parties shall not assign any of their rights or obligations under this AGREEMENT without the prior written consent of the remaining other parties.

17. Parties in Interest. All the terms and provisions of this AGREEMENT shall be binding upon, shall inure to the benefit of and shall be enforceable by the successors and assigns of the Parties.

18. Notices. Any notices, requests, demands, claims, and other communications hereunder shall be in writing and delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and telecopy numbers (or to such other addresses or telecopy numbers which such party shall designate in writing to the other party)

Oklahoma Bankers Association

643 NE 41st Street

Oklahoma City, OK 73105

(405) 424-4518

OBA Services Company, Inc.

643 N.E. 41st Street

Oklahoma City, OK 73105

(405) 424-4518

Notice shall be deemed given on the date sent if sent by facsimile transmission before 5:00 p.m. and on the date delivered (or the date of refusal of delivery) if sent by overnight delivery or certified or registered mail.

19. Associate Membership in OBA. The COMPANY agrees to apply for, and maintain, continuously during the term of this AGREEMENT, associate membership in OBA with all of the rights and privileges conferred by such associate membership.

20. Exhibitor at OBA Annual Convention. The COMPANY agrees to purchase at least one exhibit booth at each OBA annual convention during the term of this Agreement.

21. Miscellaneous.

(a) This AGREEMENT and Exhibits A and B attached hereto and incorporated by reference herein constitute the entire agreement of the parties and may not be modified or amended except by written instrument signed by the Parties hereto.

(b) In the event that any portion of this Agreement shall be held to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

(c) This AGREEMENT has been entered into in the State of Oklahoma, and the validity, interpretation, enforcement, and legal effect of this AGREEMENT shall be governed by the laws of the State of Oklahoma, as it applies to a contract executed, delivered, and performed solely in such state with respect to the determination of any claim, dispute, or disagreement that arises out of the interpretation, performance, or breach of this

AGREEMENT. Any conflict, dispute, or controversy concerning this AGREEMENT, except a claim brought by OBA or OBASCO pursuant to paragraph 10 of this AGREEMENT, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial (or other) Arbitration Rules (including the Emergency

Interim Relief Procedures), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall prepare in writing an award that includes the legal and factual reasons for the decision. The Parties shall divide equally the costs of the arbitration and shall pay their respective attorney fees and expenses, but the arbitrator may assess all such costs and the prevailing party's attorney fees and expenses to the non-prevailing party in the arbitration award. Except as may be required by law, neither the Parties nor the arbitrator shall disclose the existence, content, or results of any arbitration without the prior consent of the Parties. The arbitration shall take place in Oklahoma City, OK.

(d) The individuals executing this AGREEMENT on behalf of the respective parties hereto represent that they have the proper authority to enter into this AGREEMENT.

(e) Neither OBASCO nor OBA makes any warranties or representations, express or implied, as to the market potential for the Service.

(f) No right or remedy conferred upon or reserved by any party hereunder shall be exclusive of any other right or remedy which may be available to any party.

(g) The failure of any party to insist upon the strict performance of any term or condition of this AGREEMENT or the failure of any party to enforce any right or remedy available to it under this AGREEMENT shall not be construed as a waiver of any such term, condition, right or remedy in the future, such terms and conditions, rights and remedies to remain in full force and effect as if no such forbearance has occurred.

(h) No provision of this AGREEMENT is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any third party, and all terms and provisions hereof shall be personal among the Parties to this AGREEMENT.

(i) This AGREEMENT may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A telecopy signature of any party shall be considered to have the same binding legal effect as an original signature.

(j) In the even that any dispute between the Parties should result in litigation or arbitration, the prevailing party(ies) to such dispute shall be entitled to recover from the other party(ies) all reasonable fees, costs, and expenses of enforcing any right of the prevailing party(ies), including, without limitation, reasonable attorneys fees, expert witness fees, and expenses. Attorneys fees and costs include costs for such items for any appeals.

IN WITNESS WHEREOF, the undersigned duly authorized officers or representatives enter into this Agreement, to be effective as of the date and for the term set forth in paragraph 8 herein, this the _____ day of _____, 20____.

OKLAHOMA BANKERS ASSOCIATION

By: _____

Lea Ann Jackson, CPA
Chief Financial Officer

OBA SERVICES COMPANY, INC.

By: _____

Lea Ann Jackson, CPA
Chief Operating Officer

COMPANY

By: _____

EXHIBIT A

OBASCO will distribute marketing materials prepared and provided by the COMPANY (“Marketing Materials”) through (i) an introductory letter drafted by OBASCO announcing the Endorsement and enclosing the COMPANY’s Marketing Materials, which will be mailed at OBASCO’s expense, and (ii) two mailings per year thereafter, mailed at OBASCO’s expense. The marketing requirement described in (ii) above may be fulfilled by including an article prepared by the COMPANY, and approved by the Editor of the Oklahoma Banker newspaper, in one issue of The Oklahoma Banker newspaper. OBASCO has the express right to promote other OBASCO endorsed products and services, as well as other OBA seminars and events, in the mailings referred to in (i) and (ii) above.

OBASCO staff will describe the Service to OBA Members responding to marketing efforts. Such staff will forward names of OBA Members inquiring about the Service to the COMPANY via e-mail to the COMPANY-appointed contact.

Announcement in Oklahoma Banker Newspaper notifying readers that COMPANY is endorsed by the Oklahoma Bankers Association.

COMPANY’s Marketing Materials in the product display area located at OBA headquarters.

Advertisement in Oklahoma Banker Newspaper promoting COMPANY and including “satisfied customers”, as provided by COMPANY. Advertisement is limited to one two-thirds page ad or two one-third page ads during each year AGREEMENT is in effect. COMPANY must provide either actual-size negatives or camera-ready advertisements. Additional charges will be assessed for color ads utilizing Oklahoma Banker Newspaper standard advertising

prices. Additional advertising in OBASCO publications, such as Oklahoma Banker Newspaper and Official Directory of Financial Institutions, may be obtained by COMPANY at discounted rates. The marketing requirement of an advertisement may be fulfilled by including an article prepared by the COMPANY in one issue of the Oklahoma Banker newspaper.

EXHIBIT B

FEE SCHEDULE