



**Small Business Administration
Paycheck Protection Program ("PPP")
Client Attestation**


- _____ Initials. Borrower acknowledges that lender is not retaining any agent to assist with Borrower's PPP loan application or forgiveness of any resulting loan.
- _____ Initials. Borrower hereby acknowledges that in executing this document he/she/it is not relying on, and has not relied on, any representation, calculation or summary document or statement (whether written or oral) by BOKF, NA dba Bank of Oklahoma, Bank of Texas, Bank of Albuquerque or BOK Financial, or any of its affiliates, employees, officers, agents or representatives including, without limitation, respecting Borrower's eligibility for the PPP, the benefits of, and Borrower's choice of, participating in the PPP, Borrower's ability to receive loan forgiveness under the PPP or any other requirements or benefits of the PPP.
- _____ Initials. Borrower recognizes and agrees that neither BOKF, NA dba Bank of Oklahoma, Bank of Texas, Bank of Albuquerque or BOK Financial nor any of its affiliates, employees, officers, agents or representatives have made any warranties, promises, suggestions, representations, agreements or guarantees whatsoever to you about (i) whether your PPP application will be successful or (ii) whether any funding will be available to you from the PPP whether due to our disagreement with your payroll cost calculation, lack of funds in the PPP or otherwise. Any response or funds you may receive from the PPP are dependent on numerous factors which are outside of our control and the timing of any such response or disbursement of any such funds are solely at your risk and neither BOKF, BOKF, NA dba Bank of Oklahoma, Bank of Texas, Bank of Albuquerque or BOK Financial nor any of its affiliates, employees, officers, agents or representatives shall have any liability or responsibility therewith. BOKF, NA dba Bank of Oklahoma, Bank of Texas, Bank of Albuquerque or BOK Financial is merely acting as a conduit on behalf of the Small Business Association in regards to the PPP and you agree to waive and release BOKF, NA dba Bank of Oklahoma, Bank of Texas, Bank of Albuquerque or BOK Financial, its affiliates, employees, officers, agents and representations from any liability arising from or related to your application under the Paycheck Protection Program.
- _____ Initial only if Borrower is requesting a Second Draw loan utilizing the same date range as the First Draw request in 2020 (this is only permitted if the 2019 calendar year was utilized for the First Draw 2020 request). If so, supporting Payroll Documentation is not required to be resubmitted unless requested by BOK Financial (Note, documentation to support ongoing operations on or around February 15th, 2020 is still required).

You acknowledge and agree that by delivery of this BOK Financial Attestation and all associate PPP applications and documents (the "PPP Documents") to BOKF, NA via electronic means you are intending to be legally bound with the same force and effect as if you manually executed the PPP Documents. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to the PPP Documents and the transactions contemplated hereby and thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic

Transactions Act. Upon the written request of BOKF, NA, you shall promptly deliver to BOKF, NA an original manually executed original the PPP Documents. Your failure to provide such original signatures in a reasonable period of time (as determined by BOKF, NA in its discretion) shall constitute a default. For purposes hereof, an "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

Borrower signature

Dated as of _____, 2021

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