

Authority Request No. 154

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 4/2/2025 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached Financial Wellness Agreement between BOK Financial and Oklahoma County to be effective July 1, 2025, as to form and legality.

RECEIVED

APR 02 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 4/3/25

Ann Ely
Assistant District Attorney



Financial Wellness Client Agreement

- I. **Binding Agreement.** Execution of this Agreement ("Agreement") evidences and constitutes the agreement of Oklahoma County, for itself and present and future affiliates (referred to as "Client") to comply with the terms, conditions and obligations set forth in this Agreement.
- II. **Services.** BOKF, NA (the "Bank") is authorized to make available to Client a web-based software application that is proprietary to Questis Inc. ("Questis") (the "App") pursuant to the terms and conditions of this Agreement. The App provides Users (defined below) an initial assessment and identifies steps for such Users to consider to improve such Users' personal finances based on the assessment. The App also makes available goal tracking, account aggregation tools, budgeting tools, a lifetime income calculator and facilitates interaction with a financial counselor (together, the "Services").
- III. **App.** Bank shall make the App available to Users to allow Users to access and use the Services. Client acknowledges and agrees that, prior to first use of the Services, Users shall accept the terms set by Questis in the End User Agreement, as such terms may be amended from time to time at Questis's sole discretion.
- IV. **Authorized Users.** Client must designate any authorized user of the App or the Services ("User") in writing to Bank. Client's written designation for this purpose may indicate that all eligible participants in a retirement plan serviced by Bank are authorized Users. All Users shall be subject to the End User Agreement.
- V. **Termination.** In the event Client wishes to terminate Client's and its Users' use of the App, Client must provide written notice 30 days prior to the actual termination date to Bank. Bank may terminate or suspend Client's and its Users' use of the App at any time.
- VI. **Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BANK AND QUESTIS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES, THE APP, AND ANY DOCUMENTATION RELATED THERETO, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, MERCHANTABILITY OR NON-INFRINGEMENT. QUESTIS HAS THE SOLE DISCRETION TO MAKE CHANGES TO THE APP.
- VII. **Limitation of Liability.** BANK WILL ONLY BE RESPONSIBLE FOR LOSS SUSTAINED BY CLIENT TO THE EXTENT SUCH LOSS IS CAUSED BY BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN SUCH CASE, BANK'S LIABILITY WILL BE LIMITED TO DIRECT DAMAGES AND IN NO EVENT SHALL BANK'S LIABILITY EXCEED THE FEES CLIENT HAS PAID FOR THE SERVICES. UNDER NO CIRCUMSTANCES WILL BANK BE LIABLE TO CLIENT OR ITS USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGES INCLUDING LOSS OF USE, REVENUE, PROFITS, OR SAVINGS, EVEN IF BANK KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. QUESTIS SHALL NOT BE RESPONSIBLE FOR DIRECT OR INDIRECT, CONSEQUENTIAL, OR RELATED DAMAGES.
- VIII. **Hold Harmless.** You agree to hold Bank and its affiliates, agents, employees, licensors, service providers and third party providers, specifically including Questis, harmless against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred by any of them (including, but not limited to court costs, reasonable attorneys' fees, fees of accountants and experts, and other expenses incidental to the litigation) arising out of content Client or its Users submit, post or transmit

through the App, their use or misuse of the App in a manner other than provided in this Agreement or the End User Agreement, their breach of this Agreement or any covenants, representations or acknowledgements made by Client in this Agreement or Client's violation of any rights of another.

IX. Amendments. This Agreement may be amended or modified only in a written document signed by Bank and Client, which specifically references this Agreement.

X. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

XI. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law provisions.

b. All disputes between Client and Bank arising out of this Agreement shall be resolved exclusively by good faith negotiations between Bank and Client. If Bank and Client are unable to resolve a dispute that may arise under this Agreement after thirty (30) days of such good faith negotiations, then the parties' exclusive remedy in such event shall be to terminate this Agreement, without penalty and without any further liability to each other.

c. This Agreement constitutes the entire agreement between Client and Bank with respect to the App, superseding all prior agreements and understandings between Client and Bank relating thereto.

d. The captions of sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

e. Each person executing this Agreement represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement and bind the party for whom he or she is signing.

XII. Signatures.

Full legal name of company/plan sponsor ("Client"):

Address:

Initial Administrators Names and Email:

[Remainder of this page intentionally left blank; signature page follows]

By signing below, the authorized representative of the Client listed above certifies that he or she is authorized to bind the Client to the terms of this Agreement and that the Client information listed above is true and correct.

By: _____

Print Name: _____

Title: _____

Date: _____

BANK: BOKF, NA

By: _____

Print Name: _____

Title: _____

Date: _____