

First Bank & Trust Company
Mobile Deposit Services Enrollment & Agreement

By signing this enrollment form, the following customer (“Customer”) of First Bank & Trust Company (“Bank”) where Customer’s Primary Account set forth below is maintained requests access to FB&T’s Mobile Deposit Capture service (“Service”) and agrees that the Terms and Conditions for FB&T Mobile Deposit Capture service as in effect from time to time shall apply to Customer’s use of FB&T Mobile Deposit Capture service and that FB&T may amend the Terms and Conditions upon notice to Customer online. Customer acknowledges that FB&T Mobile Deposit Capture service will be provided for the fees established by FB&T from time to time and that FB&T reserves the right to change such fees and charges in the future upon notice to Customer.

Customer Name: _____

WHEREAS, the Customer has authorized First Bank & Trust Co. to provide certain electronic capture services to the Customer as herein described;

WHEREAS, the Bank has agreed to provide such services to the Customer on the terms and conditions herein described.

NOW THEREFORE, in consideration of the mutual promises herein contained, both parties agree as follows:

1. **General.** The Bank provides Customer the mobile deposit capture services (“Service”) and program (“Program”), which enables Customer to convert paper checks (“Checks” – a draft as defined under UCC Article 3 that is payable to Customer) and to transmit those items electronically to a third party processor whose services are available to the Bank, and for such third party processor to use electronic information, including images, captured from these checks to process transactions in a forward cash letter. Service provided consists of a check scanning device, access to a web-based application, transmission of those image items and all related materials, documentation, and training.
2. **Laws, rules, and regulations.** Customer agrees to comply with all of the Bank’s existing and future operating and transaction processing procedures; all applicable state and/or federal laws, rules and regulations pertaining to the use of checks and/or drafts; and all Federal Trade Commission (FTC) rules, state data protection laws, and procedural guidelines. These laws, procedures, rules, regulations, and definitions (collectively the “rules”) shall be incorporated herein by reference. In the event of any conflict between the terms in this agreement and the aforementioned rules, the rules will take precedence.
3. **Use of mobile application, etc.** The Bank will provide Customer with the mobile application, online banking access, and procedures in order to create images of the front and back of paper checks received. Images that accurately represent all of the information on the front and back of the check will be converted to an electronic item. The electronic item will contain all required endorsements. The item will be transmitted electronically in order to initiate Check 21 transactions. Each item will remain with the Customer for a period as advised by Bank before being destroyed. The images of the checks will be maintained by the Bank for a period of seven (7) years. Customer will use the Service only in accordance with the terms of this Agreement and will not present items for any other person or business. The

Customer agrees not to make the Service available or allow use of the Service in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

4. **Eligible Checks.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that you will not use the Services to scan and deposit any checks as shown below:

- Checks drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you.)
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are drawn or otherwise issued by the US Treasury (i.e. Social Security, Tax Refunds).
- Canadian checks, foreign checks or checks not drawn on the United States financial institution.
- Checks that have previously been returned.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks dated more than 6 months prior to the date of deposit.
- Checks where the numerical and written amount are different.
- Checks that are not properly endorsed on the back of the check as specified per this agreement.
- Checks previously converted to a substitute check as defined in Reg CC.
- Checks that have previously been submitted through our Mobile Deposit service or through any other remote capture service with any institution.

We reserve the right to reject any item transmitted through the service at our discretion. If the deposit is rejected or otherwise not posted, we will not be liable. We are not responsible for imaged items that we do not receive during transmission. An image is deemed received when you receive a confirmation from the service. But this confirmation does not mean that the transmission was error-free or complete. Exceptions to these restrictions may be granted on a case-by-base basis.

5. **Image and endorsement requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s) and any endorsements applied to the back of the original check. The image quality must meet the standards established by the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. The Endorsement must include signature(s) of all payees, your account number and the words FOR MOBILE DEPOSIT ONLY AT FB&T. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

6. **Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against

unauthorized deposits. You will notify us immediately by telephone to 580-336-5562 followed by written confirmation within ten business days if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of deposit until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your use of the Service, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these Agreement.

7. **Returned Deposits.** Any credit to your account for checks deposited using the Service is provisional. If original checks deposited through the Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. If a check is returned, we may also debit your account for a returned deposited item fee as disclosed in your account agreement.

8. **Customer obligations.** The Customer agrees to and will be responsible for:

- a) Creating images of authentic and properly endorsed paper checks payable to you by use of an approved smart phone device in order to process Check 21 transactions.
- b) You agree to notify us of any suspected errors related to your deposit made with the Service immediately and no later than 30 days after the applicable account statement is provided, or as disclosed in the account agreement.
- c) You will mark “Scanned in Mobile Deposit” on each item on the face of the check after it has been submitted through the service.
- d) Retaining the paper checks for a reasonable period of time, not less than 15 days, in order to verify settlement and credit and to balance periodic statements. Such checks will be stored in a secure location. Customer will promptly provide any retained check to the Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.
- e) Using a high degree of care to protect original checks against security risks including but not limited to: (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks and (ii) unauthorized use of information derived from the original checks.
- f) Using a high degree of care when selecting and implementing destruction and disposal procedures. Destruction procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, that the original checks are shredded and no longer readable or capable of being reconstructed.
- g) Changing any and all security passwords related to the Service periodically. The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Service without prior notice if it is unable to confirm to its satisfaction any person’s authority to access the service, or if the Bank believes such action is necessary.

- h) Only using the Service to deposit checks negotiable under UCC Article 3 drawn on financial institutions within the United States, excluding its territories.
- i) Ensuring that each check that is submitted for deposit through the Service will meet the image quality standards established in American National Standards Institute's standard X9.37.
- j) Payment of all telecommunications expenses associated with the Service.
- k) Any and all consequences derived from the Customer's failure to access the Service properly in a manner prescribed by the Bank, and for the Customer's failure to supply accurate input information, including, without limitation, any information contained in an application.
- l) Maintaining with Bank at least one demand deposit or commercial checking account ("Account") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. In addition to the terms of this agreement, the account will be subject to a separate account agreement. The Customer agrees to maintain sufficient available collected funds in the account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this agreement. If at any time there are not sufficient collected funds in the account to cover all outstanding transactions and other payment obligations of the Customer under this agreement, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this agreement by debiting any account of the Customer at the Bank. Customer further agrees to promptly reimburse Bank for any check processed through this system that is returned to Customer for any reason, including but not limited, to stop payments, uncollected funds, insufficient funds or any other valid reason.
- m) Notifying the Bank within a reasonable time not to exceed thirty (30) days after the delivery of the Account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services as disclosed in the account agreement. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
- n) The accuracy and propriety of all entries submitted to the Bank for processing. Customer warrants to the Bank that they were legally authorized to negotiate said check. Customer shall be liable for each entry and warrants that it complies with the rules. Customer shall bear the same liability for forged and counterfeit imaged items as described in the account agreement and under UCC Articles 3 and 4.
- o) Access the Service on a compatible mobile device which is adequately protected with an up-to-date operating system and is an Internet enabled device with photo capabilities as specified by us to use this service.
- p) Establish reasonable precautions and use reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information, to protect and maintain the confidentiality and security of the Service and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Service and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.
- q) Not, and not permit any third party to, (i) copy or use the Service or Documentation except as expressly authorized by this Agreement; (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Service to others; (iii) use the Service or Documentation for

third-party training, commercial time-sharing or service bureau use; (iv) alter, change, modify or otherwise create derivative works of the Service or Documentation.

r) Not, and not permit any third party to, reverse engineer, disassemble, or decompile any part of the Service, except to the extent expressly permitted by applicable law. If Customer intends or begins to take any such action based on any applicable law, Customer shall notify Bank and Bank shall have the right to immediately terminate this Agreement and/or the license to the Service upon notice to Customer.

9. **Bank obligations.** The Bank agrees to and will be responsible for:

- a) Providing and delivering all necessary mobile application access.
- b) Providing procedures and support as reasonably required for Customer's implementation of the Service.
- c) Providing maintenance and support for the Service, including but not limited to corrections, troubleshooting, modifications, enhancements, updates, and telephone support to Customer during the Bank's regular business hours. The Bank reserves the right to audit Customer's mobile device as needed.
- d) Ensuring that the Service encrypts all data into an unreadable format, using 128-bit encryption that includes an additional outsourced monitoring and firewall service.
- e) Accepting for deposit into the designated Bank account of Customer digitized images of checks that are transmitted to the Bank in compliance with this Agreement. Images must be complete, usable, and adhere to the data specifications set forth in all documentation, procedures and processes relating to the Service. If the images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by the Bank and/or its processor, in which event Customer's deposit will be adjusted and notification will be provided. Unless Bank notifies Customer otherwise, Bank will follow our Funds Availability Policy disclosed in your deposit account agreement and updated on our website.
- f) Receiving item returns from a Payor Financial Institution (the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check) will either be charged to Customer's Account or will be re-presented to the Payor Financial Institution for a second attempt at collection at the discretion of Bank. Customer will receive proper notification of any returned items being charged to their Account. Items may be returned to Bank as image exchange items or imaged IRD's, rather than substitute checks. If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in Customer's Account pending investigation and resolution of the claim.
- g) Retaining the right to suspend immediately the Services or the processing of any Check or corresponding electronic item if Bank has reason to believe that there has been a failure of customer to follow the established policies and procedures outlined above for presentment, processing, retention or destruction of checks, or if Bank has reason to believe there has been or likely may be any breach in the security of the Program, any fraud or misrepresentation involving Customer's Account or any Check presented through the Service, or any uncertainty as to the authorization or accuracy of Electronic Items or for any other reasonable cause. Bank reserves the right at any time to process Electronic Items on a collection basis or to refuse to process items for Customer.
- h) Retaining check images for seven (7) years.

10. **Processing Deadlines.** The Bank has specific processing deadlines (“Cut-off Time”) as outlined in Exhibit ‘A’, which may be amended from time to time by Bank after giving written notice to Customer at least 30 days prior to the effective date of changes. Deposits received by the deadline will be transmitted that day to the Federal Reserve Bank or applicable clearinghouse or image exchange group for settlement on the effective entry day.

11. **Service Fees.** Customer agrees to pay any and all fees for access to the Program as outlined in Exhibit ‘A’, which may be amended from time to time by Bank after giving written notice to Customer at least 30 days prior to the effective date of changes.

12. **Delivery and Installation.** Bank shall deliver to the Customer procedures outlining access to the Service. Bank further agrees to provide instruction and consultation to assist Customer in its initial setup of the Service. The Customer agrees to perform any maintenance or changes to its mobile device required to accommodate the Service, within their discretion, as Bank is not authorized, nor does it wish to be authorized, to perform system changes or maintenance to the Customer’s mobile device. It is solely up to the Customer as to whether any changes or maintenance should be performed. Customer is responsible for assuring that their mobile device operating system is adequately updated.

13. **Maintenance.** After access to the Service is granted, and until the termination of this agreement, Bank will assist the Customer in obtaining technical support, whether it be from Bank staff or the vendor of the Service, for the operation and use of the mobile device and Service, and will provide to the Customer any modifications, refinements, and enhancements to the Service which the vendor may hereafter implement and for which Bank has received notification from said vendor.

14. **Term and Termination.** This agreement is effective from the date the Service is activated and shall remain in force until termination. This agreement shall be terminated (i) upon termination of the account relationship between the parties, (ii) failure of the Customer to comply with the terms and conditions of this agreement, (iii) upon termination of the Mobile Deposit product license agreement, or (iv) any other event which causes the Bank to be unable to provide the Program to Customer. The provisions of this agreement protecting the proprietary rights of the Bank will continue in force after termination. Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date.

15. **Right of Setoff.** Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all accounts at Bank as necessary to cover fees, returns, and refunds owed to the Bank by Customer under this agreement.

16. **Authorization.** The Customer will provide to the Bank properly executed authorizations from the Customer (which may be designated by resolution executed in conjunction with the establishment of Customer’s deposit account), in form acceptable to the Bank identifying by name the Customer who is authorized to sign this agreement and perform the obligations of the Customer under this agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customer’s

deposit account are authorized to sign this agreement and perform the obligations of the Customer under this agreement. From time to time, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this agreement, or to take any action on behalf of the company, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other representative of the company regardless of whether the company shall have provided to the Bank any evidence of such person's authority.

17. **Bank's Liabilities.** The Bank's duties and liabilities will be limited to those set forth herein. The Bank's liability shall be limited to direct damages sustained by Customer and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct, provided that the maximum aggregate liability of the Bank resulting from any such claims shall not exceed the total fees paid by Customer for the Service resulting in such liability in the six month period preceding the date the claim accrued. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the Bank has been advised of the possibility of such loss or damage. The Bank's licensors or suppliers will not be subject to any liability to Customer in connection with any matter.

Bank will not be liable for any of the following, unless liability or loss is a result of Bank's breach of this Agreement or the gross negligence or willful misconduct of Bank or its employees or agents: (i) any damages, costs, or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (ii) any unauthorized action initiated or caused by Customer or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a payor financial institution to pay an electronic item for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the check or electronic item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet Service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 15 below.

18. **Customer's Indemnity.** Customer will indemnify and hold harmless Bank, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from (i) the wrongful acts or negligence or omissions of Customer, or any person acting on Customer's behalf (with or without permission), arising in connection with Customer's use of the Service, including without limitation (a) a breach by Customer of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its Indirect Customers, or any third party on behalf of Customer, (c) any modifications or changes to the Service made by Customer or any third party within the control of or on behalf of Customer, (d) any misuse of the Service by Customer or any third party within the control or on behalf of Customer, or (e) the failure by Customer to comply with applicable state and federal laws and regulations; (ii) any act or omission of Bank that is in

accordance with this Agreement or instruction from Customer; or (iii) actions by third parties, such as the introduction of a virus or other computer intrusion or breach, that fabricates, delays, alters or corrupts the transmission of an electronic item to Bank that such recipient incurred loss due to the receipt of the substitute check instead of the original check.

19. **Warranties; Disclaimer of Warranties.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SERVICE IS PROVIDED BY BANK AND ITS LICENSORS ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICE, DOCUMENTATION, AUTHORIZED EQUIPMENT AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OF APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SERVICE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED. COMPANY FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. COMPANY HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

20. **Force Majeure.** Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma. The parties shall submit to venue in and jurisdiction of the courts as provided in the Account Agreement.

22. **Assignment.** Customer agrees not to assign, transfer, or dispose of its rights and obligations under this agreement and not to further sublicense, assign or transfer the Service.

23. **Amendments.** Bank may amend the provisions of this Agreement that govern the procedures, functions and fees of the Program, and such amendment will become effective (i) 30 days after

Customer's receipt of notification, (ii) upon such later date as may be specified in such notification, or (iii) at such earlier date as Bank may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the Program. Bank may amend this Agreement as otherwise provided herein.

24. **Security Interest.** Customer grants Bank a security interest in the Account, including any present and future principal and interest, as collateral security for the performance of Customer hereunder.

25. **Interpretation.** This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

26. **Complete Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and any modifications made pursuant to it constitute the complete and exclusive expression of the terms of this Agreement between the parties, and supersedes all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. The parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.

27. **Third Party Beneficiary.** The parties acknowledge that the Bank's processing agent(s) and any party that licenses the Mobile Capture Service to Bank, directly or indirectly through one or more sublicensees, are intended third party beneficiaries of this Agreement.

28. **Notices.** Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. Except as otherwise provided herein, any notice under this Agreement must be in writing and will be deemed given upon actual delivery. Any notice shall be addressed to the Bank as follows: First Bank & Trust Company, P.O. Box 878, Perry, OK 73077. And, if to Customer, addressed to the current account address as it appears on file at the Bank, unless another address is substituted by notice delivered or sent as provided herein.

Exhibit 'A'
Mobile Deposit Deadlines, Fees, and Limits

Deposit Deadline:

The Mobile Deposit deadline, (“Cut-off Time”) is 3:30 PM each business day, (Monday through Friday, excluding holidays), at First Bank & Trust Company. Deposits made after the “Cut-off Time” on any business day or on non-business days, (Saturday, Sunday and legal holidays) will be considered made on the next business day. Deadline means the cutoff time we establish or revise from time to time for the Mobile Capture service transmission.

Legal Holidays:

New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day

For Federal holidays falling on a Saturday, all Federal Reserve Banks and branches will be open for business on the preceding Friday. For Federal holidays falling on a Sunday, all Federal Reserve Banks and branches will be closed the following Monday.

Business Day

Business day means a weekday when the Bank is open for regular business activity and excludes State and Federal holidays.

Fees

Monthly Service Fee \$0.00

Per Item Deposited Fee \$0.00

Account service charges per your account agreement apply. Return check charges and any other activity charges per the FB&T Fee Schedule may apply.

Deposit Limits

Mobile Daily Deposit Limit _____

Mobile Check Deposit Limit _____

**Limits may be adjusted at both customer request or bank discretion from time to time.