**FB&T Commercial Online Banking Agreement Enrollment Form**

By signing this Enrollment Form, the following commercial customer (“Customer”) of First Bank & Trust Company (“FB&T”) where Customer’s Primary Account set forth below is maintained requests access to FB&T’s Commercial Online Banking service (“FB&T Commercial Online Banking”) and agrees that the Terms and Conditions for FB&T Commercial Online Banking as in effect from time to time shall apply to Customer’s use of FB&T Commercial Online Banking and that FB&T may amend the Terms and Conditions upon notice to Customer online.

Customer acknowledges that FB&T Commercial Online Banking 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 provided online. Customer authorizes the person designated as the Company Contact below to request or delete FB&T Commercial Online Banking services from FB&T, add or delete FB&T Commercial Online Banking users on behalf of Customer and provide instruction to FB&T on behalf of Customer in all respects concerning FB&T Commercial Online Banking.

Company Name Company Contact

( )

Company Address (Number and Street, Floor and/or Suite) Contact Telephone Number

( )

City State Zip Code Contact FAX Number

Taxpayer ID Number Contact E-Mail Address

Primary Account Number

On behalf of Customer, the undersigned requests FB&T to make FB&T Commercial Online Banking available to Customer. The undersigned represents that he/she is an officer of Customer and is an authorized signer on one or more deposit accounts at FB&T, as indicated in relationship documents maintained by FB&T, and has full power and authority to request access to FB&T Commercial Online Banking and bind Customer to the Terms and Conditions for FB&T Commercial Online Banking.

Signature Date

Name Title

**For Bank Use Only:** (This document should be signed by an Officer of the Customer who is designated as an authorized signer on the Corporate Resolution or other master relationship agreement with FB&T.)

 Obtain file copy of Customer relationship document for validation of signer authorization.

# FB&T COMMERCIAL ONLINE BANKING SERVICE AGREEMENT

“Customer” refers to the customer subscribing to or using FB&T’s Commercial Online Banking (“FB&T Commercial Online Banking”). “FB&T” refers to the First Bank & Trust Company where Customer maintains its primary deposit account as identified on the FB&T Commercial Online Banking Enrollment Form (“Enrollment Form”). By signing the Enrollment Form, Customer agrees to the following terms and conditions:

1. **FB&T Commercial Online Banking.** FB&T Commercial Online Banking provides Customer encrypted access via the Internet or via private network to information concerning Customer’s relationship with FB&T as well as access to certain cash management services. Customer shall request the specific FB&T Commercial Online Banking reports or services required by Customer by requesting such services from Customer’s banking representative or, if available, by requesting such services electronically while using FB&T Commercial Online Banking. To the extent FB&T Commercial Online Banking provides access to other banking services, such as wire transfers or the Automated Clearinghouse system, additional electronic funds transfer service agreements shall be required and shall apply to such services. Service charges are defined in Appendix A and may be changed at any time by FB&T upon reasonable notice to Customer. Normal charges within each account type will not change and transfer limitations still apply.
2. **Security and Authentication.** FB&T Commercial Online Banking users are required to use at least a 128-bit browser. Information exchanged via FB&T Commercial Online Banking is encrypted as a result of the required browser. Bank reserves the right to require more robust encryption methods from time to time. Each employee of the Customer will be supplied with a unique User ID for access to FB&T Commercial Online Banking. A temporary password is given to each employee of the Customer. This password must be changed during the first log in attempt. The password selected must contain at least 8 digits consisting of numeric characters, as well as at least one upper and lowercase alpha character. Both User ID and password must be used to access FB&T Commercial Online Banking. Customer assumes full responsibility for the consequences of any misuse or unauthorized use of its computers, User ID’s or passwords by Customer’s employees or others who gain entry to FB&T Commercial Online Banking by or through Customer. FB&T strongly recommends that each employee of the Customer should never reveal User ID’s or passwords. Passwords may be changed by Customer at Customer’s convenience and discretion. FB&T may require periodic password changes and recommends that passwords be changed frequently and immediately in the event of a suspected breach of security concerning the password. Electronic payment orders are considered valid when accepted under terms set forth in UCC 4A-202. FB&T utilizes additional multi-factor authentication for online account access in the form of device print identification, image pass phrases, security questions, and other risk mitigating techniques. As an ongoing effort to raise customer awareness, FB&T regularly provides security updates concerning fraudsters who are utilizing sophisticated and malicious techniques to thwart existing authentication controls, gain control of customer accounts, and transfer funds. Online users must use current anti- virus and anti-malware software to provide a defense against various threats including key logging downloads and MIM/MIB attacks. Customers are expected to use commercially reasonable security procedures. Password protection of the operating system and internet access device is requested of all online banking users. Online

banking customers should also be aware of the protections provided, and not provided; relative to electronic funds transfers under Regulation E if unauthorized activity at the account level does occur .FB&T provides dual authorization choices for ACH activity, out of band verifications, ACH agreements, and pre-established file transmission dates and limits which are useful in preventing unauthorized ACH files. Wire templates and activity monitoring provide additional security to wire transfer requests. FB&T will never contact the online banking customer requesting login information or other credentials. As always, please contact FB&T immediately if suspicious activity is noticed or any information security-related event.

1. **Availability.** Account balance information and other financial reports via FB&T Commercial Online Banking are generally available 24 hours per day, except during regular maintenance periods. Access to the other banking services available via FB&T Commercial Online Banking may be limited to FB&T’s normal business hours. If information accessible through FB&T Commercial Online Banking which is obtained from third parties or third party networks cannot be accessed by FB&T, Customer will also not have access to such information.

# FB&T Alerts Terms and Conditions

**Alerts.** Your enrollment in First Bank & Trust Company Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your First Bank & Trust Company account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as debits, credits, etc.. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within First Bank & Trust Company Online Banking and Manage Alerts menu within First Bank & Trust Company Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. First Bank & Trust Company reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by an e-mail message; or (d) your First Bank & Trust Company Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that

each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in First Bank & Trust Company Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 96924. In case of questions please contact customer service at 580-336-5562. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** First Bank & Trust Company provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First Bank & Trust Company’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First Bank & Trust Company, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non- delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

1. **Customer Covenants and Representations.** Customer represents and warrants that the execution of the Enrollment Form and use of FB&T Commercial Online Banking has been duly authorized by Customer and Customer agrees to provide FB&T with proof of such authorization upon request of FB&T. Customer shall provide and maintain all equipment (computer, telephone or other) necessary to use FB&T Commercial Online Banking.
2. **Limitations on FB&T’s Liability.** Except as otherwise provided in these Terms and Conditions or by law, FB&T is not responsible for any loss, injury or damage, whether direct or indirect, special or consequential caused by FB&T Commercial Online Banking or the use thereof. Certain information may be delayed before it is available via FB&T

Commercial Online Banking including, without limitation, information on incoming or outgoing wire transfers. Absent gross negligence or willful misconduct, FB&T will not be liable for any actual or alleged loss, damage or injury arising out of or as a result of any inaccuracies in the information provided via FB&T Commercial Online Banking or with respect to any other aspect of the FB&T Commercial Online Banking. In no event shall FB&T be liable for attorney’s fees, indirect, special or consequential damages, even if FB&T has been notified of the possibility of such damages. FB&T’s liability hereunder, if any, shall in not event exceed three month’s fees and charges for FB&T Commercial Online Banking, based upon Customer’s average monthly charges for the previous six months.

1. **Customer’s Indemnity.** Customer shall use a computer system which is adequately protected with continuously updated anti-virus and anti-malware software and firewalls. Customer will maintain current updates and patches for the operating system and for all virus and firewall software. Customer will establish procedures to insure that users of the computer are adequately trained in proper procedures for safe usage of the computer, including prohibition of opening e-mails from unknown sources. Customer will use reasonable measures to protect the Service from unauthorized copying, dissemination, disclosure or other unauthorized use. 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 suits, including but not limited to 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 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 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, (e) any failure by Customer to comply with applicable state and federal laws and regulations, (f) any act or omission of Bank that is in accordance with this Agreement or instruction from Customer, or (g) any actions by third parties, such as the introduction of a virus or other computer intrusion or breach, that initiates, fabricates, delays, alters or corrupts the transmission of an electronic file or request to Bank.
2. **Termination and Modification.** FB&T may terminate FB&T Commercial Online Banking at any time upon 5 business days notice to Customer, and may terminate certain applications (such as transfer functions) in its sole discretion without notice to Customer. Customer may terminate use of FB&T Commercial Online Banking at any time by calling or writing to Customer’s FB&T banking representative or, if available, by notifying FB&T on-line, at least 5 business days prior to the date on which FB&T Commercial Online Banking is to be terminated. The Company may take any action with regard to FB&T Commercial Online Banking, including without limitation, terminating FB&T Commercial Online Banking, adding or deleting services or reports, adding or deleting an account or changing Customer’s password. Appendix B defines individual employee access privilege and limitations. This appendix may be updated as needed and dated to reflect any changes to accommodate the Customer as deemed necessary by FB&T. The Company contact authorizes which accounts will be displayed in FB&T

Commercial Online Banking. The Company contact is responsible for notifying the bank when a new account, including checking, savings, loans, etc. needs to be displayed or when a change within file or funds transfers should be made. Additionally the Company contact is responsible for notifying the bank when a user is added, deleted or when access rights should be modified. FB&T may change any of the Terms and Conditions at any time upon reasonable notice to Customer. Every employee of the Customer shall be set up with agreed upon rights outlined in Appendix B which shall be bound by UCC 4A-202.

1. **Cooperation.** Customer and FB&T agree to cooperate promptly and fully in the investigation of any claims asserted by any person or entity arising out of this Agreement or the transactions contemplated or completed hereunder.
2. **Force Majeure.** FB&T shall have no liability if it is unable to perform for any reason beyond its control, including but not limited to an inability to perform in whole or in part, as a consequence of an act of God, fire, explosion, public utility failure, accident, strikes, floods, tornados, embargo, war, nuclear disaster, riot, failure of communication links or facilities, computer malfunction or other circumstances beyond its control.
3. **Miscellaneous.** Headings are used herein for reference purposes only, and shall not be deemed to be a part of this Agreement. If any provision of these Terms and Conditions is held to be invalid, void or unenforceable, all of the other provisions shall remain in full force and effect. This Agreement may not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement shall be interpreted under and controlled by the laws of the State of Oklahoma.