

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.
3. **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.

4. **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.
5. **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 no 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.
6. **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.
7. **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.
8. **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.

9. **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.