FIRST FINANCIAL BANK

Business Mobile Deposit Integrated Terms and Conditions

Deposit Service. The Business Mobile Deposit Integrated feature of Mobile Banking (the "Deposit Service") allows Customers to make deposits to eligible business checking, savings or money market accounts with First Financial Bank ("Bank") using a camera-enabled mobile device (each such deposit a "Mobile Deposit" and collectively "Mobile Deposits"). The mobile device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, the back of the check must be endorsed, and must provide such other information as required by the Business Mobile Deposit Integrated Terms and Conditions (hereinafter referred to as the "Agreement"), the Terms and Conditions of Your Account ("Deposit Account Agreement") as it relates to Customer's business checking, savings, or money market account with Bank, and applicable law.

Deposit Limits. The standard amount Customer may deposit through the Deposit Service is **$10,000 per day**. If Customer attempts to initiate a Mobile Deposit over this limit, Bank will reject the deposit. Higher limits may be available to Customer at Bank's discretion, subject to revocation at any time by Bank, for any or no reason, without notice (in which case the standard deposit limit will be applied).

Fees for Mobile Deposit Integrated: A fee of up to **$1.00 per deposit** will be charged on the 15th or next business day in which the Bank is open of the month following the deposit. Customer authorizes Bank to deduct any such fees from any account Customer holds with Bank.

Availability of Funds. An Image transmitted to Bank through the Deposit Service that is received and accepted by Bank before **8:00 p.m. CST on a Business Day in which Bank is open**, will be considered the day of deposit of the check, subject to other terms and conditions herein. Funds deposited using the Deposit Service will generally be made available the next Business Day after the day of deposit. Bank may delay the availability of Customer's funds at its discretion in accordance with Bank policies and procedures.

Endorsement and Mobile Deposit Procedures. Customer agrees to restrictively endorse any check transmitted through the Deposit Service as follows: sign the back of the check with Customer's business name or "endorsed as drawn" and the words **"For Mobile Deposit Only FFB"** or as otherwise instructed by Bank. Customer agrees to follow all other procedures and instructions for use of the Deposit Service as Bank may establish from time to time.

Customer shall scan the front and back of each check to be deposited and thereby capture the Image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to Bank in accordance with the Procedures. To ensure accuracy, Customer shall key the amount of each check prior to transmitting the check using the Deposit Service in accordance with the Procedures. Customer may deposit multiple checks using the Deposit Service to Bank or Processor in a single day, not to exceed the deposit limits discussed in this Agreement.

Bank reserves the right to amend the Procedures, with or without prior notice to Customer. Customer agrees to comply at all times with the Bank's Secure Login procedures established for online account access and to safeguard the confidentiality and security of the Security Procedures and all other proprietary property or information Bank provides to Customer in connection with the Deposit Service and to notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this Agreement has been or may have been breached. Customer acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Bank is not, and will not be, obligated to detect errors by Customer or others, regardless of actions Bank takes from time to time to do so.

Eligible Items. Customer agrees to scan and deposit only checks as the term "check" is defined in Federal Reserve Regulation CC. Customer further agrees that the image of the check ("Image") that is transmitted to Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. When the Image is converted to an Image Replacement Document for subsequent presentment and collection, it shall be deemed an item within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Customer agrees to not capture images of any of the following types of checks which shall be considered ineligible items:

a) Checks payable to any person or entity other than the person or entity that owns the account in which the check is being deposited.
b) Checks containing an alteration to any of the fields on the front of the check or item, or which Customer knows or suspects, or should know or suspect, are fraudulent or are otherwise not authorized by the owner of the account on which the check is drawn.
c) Checks payable jointly payable jointly not in the alternative, unless deposited into an account in the name of all payees.
d) Checks drawn on a foreign bank and/or that are not payable in United States currency.
e) Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit.
f) Checks with any endorsement on the back other than that permitted in this Agreement.
g) Checks that have previously been deposited by any remote capture or physical delivery at Bank or any other financial institution.
h) Checks that have previously been returned unpaid for any reason.
i) Checks or items previously converted to a substitute check, as defined in Reg. CC or are "image replacement documents" that purport to be substitute checks.
j) Checks or items that are remotely created checks, as defined in Reg. CC.
k) Checks or items payable on sight or payable through Drafts, as defined in Reg. CC.
l) Checks or items that are drawn or otherwise issued by the U. S. Treasury Department.
m) Money Orders or Postal Money Orders.
n) Travelers Checks.
o) Checks or items that require authorized verification codes.
p) Checks that are prohibited by Bank's current procedures relating to the Deposit Service, or which are otherwise not acceptable under the Deposit Account Agreement relating to Customer's business checking, savings or money market accounts, or as Bank may otherwise determine in its sole discretion.

Bank may in its sole discretion, and without liability to Customer, refuse any check for any or no reason, or elect to take the check on a collection basis only. Bank reserves the right to charge back to Customer's account, at any time, for any item that Bank subsequently determines was an ineligible item. Bank is not liable for any loss, costs, or fees Customer may incur as a result of a chargeback of an ineligible item. **IF CUSOMTER DEPOSITS AN INELIGIBLE ITEM, CUSTOMER AGREES TO INDEMNIFY AND REIMBURSE BANK FOR, AND HOLD BANK HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) BANK MAY INCUR ASSOCIATED WITH ANY WARRANTY, PRESENTMENT, INDEMNITY OR OTHER CLAIM RELATED THERE TO. CUSTOMER AGREES AND GRANTS THE BANK THE RIGHT TO SETOFF IN CUSTOMER'S ACCOUNTS HELD AT BANK TO COVER SUCH OBLIGATIONS UNDER THIS AGREEMENT.**

Image Quality. The Images of checks transmitted to Bank using the Deposit Service must be legible, as determined in the sole discretion of Bank. Each Image of each check shall also comply with any other requirements established from time to time by the Bank, and shall meet all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

- The amount of the check;
- The payee of the check;
- The information identifying the drawer of the check, including the signature of the drawer of the check;
- The date of the check;
- The check number;
- All information identifying the paying bank that is preprinted on the check, including the MICR line; and
- All other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the check.

Bank shall not be liable to Customer for failure to process or improperly processing any item for which Customer has not provided an accurate and legible Image, and Bank reserves the right to reject any such deposit in its sole discretion.

Receipt of Mobile Deposit and Notification. Customer agrees that Customer shall be solely liable for, and Bank shall not have any liability whatsoever to Customer for, any Mobile Deposit or the Images, or other information contained therein that are not received by Bank, or for the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. Customer agrees that Bank has no obligation to accept a Mobile Deposit and, therefore, Bank reserves the right to reject any Mobile Deposit or the Images or other information contained therein, at its discretion, without liability to Customer. Bank has no obligation to notify Customer of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to Customer for failing to do so. Customer agrees to accept an electronic notification or mail regarding the status of Customer's Mobile Deposits or the Images or other information contained therein, including any notification of holds placed on a Mobile Deposit or item or any Image contained therein.

A Mobile Deposit is considered received by Bank when a complete copy of the Image of the check has been written on a Bank electronic storage device in conformity with Bank's technical and operational requirements. For purposes of determining when a check has been delivered and received, Bank's records shall be determinative. Upon receipt of a Mobile Deposit, Bank will send an electronic notification or mail confirming that it received the Mobile Deposit. Customer's receipt of such confirmation does not mean the transmission was error free, complete or will be considered for deposit and credited to Customer's account.

Upon receipt of a Mobile Deposit transmitted by Customer, Bank may examine such Mobile Deposit and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the Procedures. If Bank determines that Customer has not complied with this Agreement or followed the Procedures, or if errors exist in the Mobile Deposit presented to Bank, Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected check (a "Corrected Mobile Deposit"). Bank may, at its sole election, credit Customer's account for the full amount of the deposit based on the information provided by Customer in transmitting the Mobile Deposit to Bank, and subsequently make any necessary adjustments to Customer's account to correct the error. Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by Customer to detect potentially fraudulent checks, and, in its sole discretion, Bank may reject any such Mobile Deposit, or the Images or other information contained therein. If after examination of a Mobile Deposit and the Images and other information contained therein, Bank determines that Customer complied with this Agreement and processed and transmitted the Mobile Deposit in accordance with this Agreement and the Procedures, Bank shall accept the Mobile Deposit for deposit to Customer's account. Notwithstanding the fact that Bank accepts a Mobile Deposit for processing, any credit made to Customer's account shall be provisional, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank.

Keeping and Destroying Checks After Imaging. Upon receipt of a confirmation from Bank that Bank received an Image Customer transmitted, Customer agrees to retain the Mobile Deposit check for no fewer than 14 calendar days and no more than 30 calendar days from the date of the Image transmission to Bank. After 30 days, Customer must destroy the Mobile Deposit check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time Customer retains the check, Customer agrees to (1) promptly provide the check to Bank upon request, (2) keep the check secure against loss, theft, misplacement, and (3) not intentionally or accidentally redeposit, transfer, or present the check to Bank or any other financial institution.

Security Procedures. Security of Mobile Device used to Access Customer's Account Information. Customer is responsible for (i) maintaining the confidentiality and security of Customer's mobile devices, third party mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by Customer to access the Deposit Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that Customer stores, transmits or uses in or with the Deposit Service (collectively, "Account Information"). Customer agrees not to supply

Access Information to any unauthorized persons. Customer will be responsible for all electronic communications, including Image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by Customer. Customer agrees to immediately notify Bank if Customer becomes aware of any loss, theft or unauthorized use of any Access Information, including Customer's Mobile Devices. Bank reserves the right to deny Customer access to the Deposit Service (or any part thereof) if Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

Laws, Rules, and Regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

Termination: Bank may suspend or terminate Customer's use of the Deposit Service at any time without cause, but Customers prior representations, warranties and obligations shall remain in full force and effect and shall survive termination of this Agreement. Failure to use the Deposit Service for one (1) year will result in the removal of the Deposit Service and Customer will have to reapply for the Deposit Service.

Errors of Checks Deposited. Customer agrees to notify Bank of any suspected errors regarding Checks deposited through the Deposit Service right away, and in no event later than thirty (30) days after the applicable Bank account statement is sent. Unless Customer notifies the Bank within thirty (30) days of any alleged error, such statement regarding all Mobile Deposits made through the Deposit Service shall be deemed correct, and Customer will be prohibited from bringing a claim against Bank for such alleged error.

Update Notice. Customer shall provide written notice to Bank of any changes to the information previously provided by Customer to Bank. Such notice must be received by Bank within five (5) business days of the change. Customer shall provide any additional information requested by Bank within five (5) days of such request. Bank retains the right to: (i) review Customer's checks, Mobile Deposits and activities from time to time and (ii) re-price or terminate the Deposit Service based on changes to information previously provided to Bank.

Bank's Duties and Responsibilities. Bank's duties and responsibilities are limited to those described in this Agreement, the Deposit Account Agreement, and any other agreements governing Customer's accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement. Customer agrees to monitor Customer's account balances and charges, to promptly notify Bank if any periodic statement conflicts with Customer's records, and to refrain from acting on information Customer has reason to believe is erroneous. In all instances, Bank's and, if the services of a third-party provider are utilized in the provision of the Deposit Service, such third party's sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

Internet Disclaimer. Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event, shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet.

Contingency Plan. Customer agrees that, in the event Customer is not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will deposit the original Checks in a manner consistent with other methods for making deposits provided by Bank (such as in transport the originals of all Checks to the closest office of Bank or deposit-taking ATM and deposit original Checks with Bank or in the ATM, or mail the Checks to the Bank) until such time that the outage, interruption or failure is identified and resolved. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature sustained by Customer as the result of Customer's inability to use the Deposit Service. The deposit of original Checks at an office of Bank or in an ATM shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Financial information Bank may from time to time request information from Customer in order to evaluate a continuation of the Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that Customer's credit risk is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Deposit Service according to the provisions hereof.

Customer Representations and Warranties. In addition to any other warranties contained in this Agreement, while using the Deposit Service, Customer is deemed to have made all representations and warranties applicable to Customer had Customer deposited the check with Bank by other means. Further, Customer warrants to Bank that for each check or item deposited, presented, and/or transmitted using the Deposit Service:

a. Customer will comply with this Agreement and all applicable rules, laws and regulations.
b. This Agreement is valid and enforceable against Customer in accordance with its terms, and the entry into, and performance of this Agreement by Customer does not violate any law, or conflict with any other agreement, to which Customer is subject.
c. There is no action, suit, or proceeding pending or, to Customer's knowledge, threatened, which if decided adversely, would affect Customer's financial condition or operations.
d. Customer will only deposit checks that are authorized by this Agreement, the Procedures and the Deposit Account Agreement governing Customer's account.
e. Customer will not (i) create duplicate Images of checks, (ii) transmit a duplicate Image of a check to Bank, or (iii) deposit or otherwise negotiate the original of any check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which Customer created an Image or a duplication (whether paper or electronic, including ACH entries) of an original check.
f. Each Image transmitted to Bank contains an accurate representation of the front and the back of each check and complies with the requirements of this Agreement.
g. All data and other information provided to Bank, including, but not limited to, data contained in the MICR line of each check is complete, true and accurate and complies with the requirements of this Agreement.
h. Customer is not aware of any factor which may impair the collectability of any check presented to Bank.
i. Customer will destroy Mobile Deposit items in accordance with this Agreement, and will not re-deposit or re-present any original item;

j. All checks and Customers' transactions are, and will be, bona fide. All signatures on checks are and will be authentic and authorized.
k. Customer will not redeposit through this Service any item previously deposited and returned to Customer unless Bank advises Customer otherwise.
l. Customer will only transmit item(s) drawn on or payable at or through banks located within the United States.

Cooperation with Investigations. Customer agrees to cooperate with Bank in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Deposit Service in Customer's possession and Customer's records relating to such checks, Mobile Deposits, and transmissions.

Indemnification and Liability; Third Party Claims. **IN ADDITION TO ANY OTHER INDEMNIFICATIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, CUSTOMER HEREBY INDEMNIFIES BANK AND ITS PARENT, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARTNERS, AGENTS, INSURERS AND ATTORNEYS (EACH AN "INDEMNIFIED PARTY" AND, COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR, AND HOLDS EACH OF THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY NATURE OR KIND (INCLUDING THOSE BY THIRD PARTIES) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, INCLUDING ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES ARISING OUT OF, RELATED TO OR RESULTING FROM: (A) CUSTOMER'S (I) FAILURE TO REPORT REQUIRED CHANGES OR ERRORS,(II) TRANSMISSION OF INCORRECT DATA TO BANK OR (III) FAILURE TO MAINTAIN COMPLIANCE WITH THE THIS AGREEMENT, THE PROCEDURES, OR APPLICABLE LAWS, REGULATIONS, OR RULES, (B) (I) BANK'S PROVISION OF THE DEPOSIT SERVICE, AND/OR (II)BANK'S ACTION OR INACTION IN ACCORDANCE WITH, OR IN RELIANCE UPON, ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON BANK REASONABLY BELIEVES TO BE CUSTOMER, (C) CUSTOMER'S BREACH OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER AGREEMENTS OR RESPONSIBILITIES UNDER THIS AGREEMENT ANY OTHER AGREEMENT BETWEEN CUSTOMER AND BANK, INCLUDING, BUT NOT LIMITED TO, DEPOSIT ACCOUNT AGREEMENT GOVERNING CUSTOMERS' ACCOUNTS. AND/OR(D) CUSTOMER'S BREACH OR VIOLATION OF ANY RULES; PROVIDED, HOWEVER, CUSTOMER IS NOT OBLIGATED TO INDEMNIFY BANK FOR ANY DAMAGES SOLELY AND PROXIMATELY CAUSED BY BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**