

KENTLAND BANK MOBILE BANKING & MOBILE DEPOSIT AGREEMENT TO THE ONLINE INTERNET BANKING & BILL PAY AGREEMENT/DISCLOSURE

This Mobile Banking & Mobile Deposit Agreement ("Mobile Agreement" or "Agreement") provides information, terms and conditions for the use of Kentland Bank's Mobile Banking & Mobile Deposit Services (the "Services") that Kentland Bank ("Bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements and disclosures you have entered into with Kentland Bank, as applicable to your Kentland Bank account(s), are incorporated by reference and made a part of this Mobile Agreement, including the Online Internet Banking & Bill Payment Agreement and all new account agreement(s) and disclosure(s).

1. Introduction. Kentland Bank endeavors to provide you with the highest quality Mobile Banking & Mobile Deposit services available. By enrolling in the Services, you agree to all the terms and conditions contained in this Mobile Agreement.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

2. Definitions. As used in this Agreement, the following words have the meanings given below:

"Account(s)" means your eligible Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered.

"Mobile Deposit" means the mobile deposit service accessible from the Device you have registered.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Kentland Bank.

3. Mobile Banking & Mobile Deposit Services.

A. Description of Services. Mobile Banking and Mobile Deposit are offered as a convenience and supplemental service to our Online Banking services. They are not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking and Mobile Deposit allow you to access your Kentland Bank account information, make payments to payees, transfer funds, make deposits and conduct other banking

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transactions. To utilize the Mobile Banking Services, you must be enrolled to use Online Banking and then activate by downloading the mobile application. Information about Kentland Bank's Mobile Banking & Mobile Deposit services are available on our website at www.kentlandbank.com.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking or Mobile Deposit. We may also reserve the right to modify the scope of the Service at any time.

If approved, Kentland Bank's Mobile Deposit service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Kentland Bank or our designated processor.

Mobile Banking & Mobile Deposit may not be accessible or may have limited utility over some network or wireless carriers. In addition, the Services may not be supportable for all Devices. The Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "no service" issues.

B. Use of Service. In order to properly use Mobile Banking & Mobile Deposit, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking & Mobile Deposit in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Services. We may modify the Services from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the new Service(s) as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Services or your Device.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your wireless carrier and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking & Mobile Deposit (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with the Services), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your wireless carrier is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier directly without involving us.

Any deposit account, loan or other banking product accessed through the Services are also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking or Mobile Deposit.

4. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

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Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

5. Permitted Mobile Banking Transactions. You may use the Services to:

- View balance(s) and most recent transactions on your account(s)
- Make immediate and one-time transfer of funds between your eligible Kentland Bank accounts
- Make payments from your account(s) to your Kentland Bank loan(s), or to an established third party (“payee”), pursuant to our online bill payment program.
- Make deposits to your account(s) from home or on the go. **(Approval Required)**

You may not transfer to or from an Account at another financial institution using Mobile Banking. The processing times for bill payments are at 2:00am CST and again at 12 noon CST. Bill payments initiated after 12 noon or on Saturday or Sunday, or a holiday on which the Bank chooses to remain closed, will be processed on the Bank’s next business day.

Transfer transaction requests received after 5:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

Transfers or payments submitted through Mobile Banking can be modified or cancelled through online banking prior to being processed. The confirmation text message sent for transfers or bill payments submitted through Mobile Banking will be sent to the registered device.

You must have sufficient funds available in the selected account at the time a transfer or bill payment request is received.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

6. Mobile Alerts. Kentland Bank Mobile Banking alerts service enables you to receive notices from time to time concerning available balance information and other issues relating to your Kentland Bank account(s). By signing up to receive one or more of the notices that are offered by Mobile Banking alerts service, you acknowledge that you are aware of and agree by the following terms and conditions:

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A. The Mobile Banking alerts service allows you to request and receive wireless messages about your account(s) with Kentland Bank. We send alerts to you based upon the instructions you provide to us. The mobile phone numbers you provide are neither reviewed nor verified by Kentland Bank prior to or following activation of the alerts service.

B. You may receive Mobile Banking alerts through a web-enabled mobile device. It is your responsibility to determine if your wireless carrier supports text messaging and if your mobile device is capable of receiving text messages. Mobile Banking alerts are subject to the terms and conditions of your agreement(s) with your wireless carrier.

C. You acknowledge and agree that your receipt of any Mobile Banking alert may be delayed or prevented by factors affecting your wireless carrier and other factors outside the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each alert.

The Mobile Banking alert service is a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or loan account(s) for which it pertains.

7. Eligible Mobile Deposit Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Kentland Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will **NOT** scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which 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 payable jointly, unless deposited into an account in the name of all payees.
- No U.S. Treasury Bonds, or Bonds of any other kind.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States. Ex: Canadian Check
- Checks not payable in United States currency.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks dated more than 6 months prior to the date of the deposit.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC. Ex: insurance or credit card "checks"
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.

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- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Kentland Bank or any other financial institution.

8. Mobile Deposit – Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service with "Mobile Deposit Only Kentland Bank" and the owner's signature or as otherwise instructed by Kentland Bank. You agree to follow any and all other procedures and instructions for use of the Services as Kentland Bank may establish from time to time.

9. Receipt of Mobile Deposit Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Kentland Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

10. Availability of Mobile Deposit Funds. Checks deposited via the Services by the Bank's stated 4:00 p.m. CST deadline Monday through Friday will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

11. Disposal of Transmitted Mobile Deposit Items. Upon your receipt of a confirmation from Kentland Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 30 calendar days from the date of the image transmission. **After 30 days**, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Kentland Bank.

12. Mobile Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits based on your overall banking relationship. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

13. Mobile Deposit Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Kentland Bank's sole discretion subject to the agreements governing your

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account.

14. Mobile Deposit Errors. You agree to notify Kentland Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable bank account statement is sent. Unless you notify the Bank within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Kentland Bank for such alleged error.

15. Errors in Mobile Deposit Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Kentland Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Mobile Deposit Image Quality. The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of Kentland Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Kentland Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. Mobile Deposit User Warranties. You warrant to Kentland Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Kentland Bank from any loss for breach of this warranty provision.

18. Cooperation with Mobile Deposit Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

19. Fees. Kentland Bank does not charge a fee to use the Mobile Banking Service. Kentland Bank reserves the right to begin charging a fee for any Mobile Banking Service at any time without prior notice to you. If charged, you will be responsible for paying the fees for the use of the Service. Kentland Bank may change the fees for use of the Service at any time. You authorize the Bank to deduct such fees from your bank account(s). All other fees which have been separately disclosed to you in connection with your account(s) will continue to apply to those account(s).

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Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details. All telephone or wireless charges associated with the service are your responsibility.

20. Your Responsibilities. You represent and agree to the following by enrolling for Mobile Banking by using the Services:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking & Mobile Deposit is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device(s) you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking Services. You agree not to leave your Device(s) unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device(s), login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize. The Bank will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of the Services is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use the Services or the content or information delivered through Mobile Banking or Mobile Deposit in any way that would: (1) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (2) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (3) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (4) be false, misleading or inaccurate; (5) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (6) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7) potentially be perceived as illegal, offensive or objectionable; (8) interfere with or disrupt computer networks connected to Mobile Banking; (9) interfere with or disrupt the use of Mobile Banking by any other user; or (10) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

21. Stop or Modifying Mobile Banking Authorized Payments. Unless otherwise provided in this Agreement, you may not stop payment of electronic funds transfers. Our ability to process a stop payment on a bill payment initiated through Mobile Banking will depend on the payment method (electronic or paper check) and whether or not the payment has cleared your account. Bill payments may be cancelled or modified by you via your Online Banking service prior to the bill payment cutoff

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time of 2:00am CST or 12 noon CST of the scheduled payment date.

You understand and agree that once we have begun processing an electronic bill payment it cannot be cancelled or edited. A paper check bill payment that has not yet cleared your account may be stopped by calling us at (219) 474-5155 or toll free at (800) 850-5155 during business office hours or writing to us at: Kentland Bank, Attn: Internet Banking, P.O. Box 145, 111 N. Fourth St, IN 47951. You must contact us in time to act on your request before the payment is presented for payment. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. Your account will incur a stop payment charge as disclosed in the current fee schedule.

22. Unauthorized Access, Use or Transfer. If you believe your Mobile Banking login credentials, passwords, mobile Device(s), etc. have been lost or stolen, call us immediately at (219) 474-5155 or Toll Free at (800) 850-5155 during business office hours or visit your local branch as soon as possible.

23. Consent to Electronic Delivery of Notices. You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and the Online Internet Banking & Bill Payment Agreement/Disclosure, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on www.kentlandbank.com or by e-mail. You agree to notify us immediately of any change in your e-mail address. Kentland Bank cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions.

24. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Kentland Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party, of Mobile Banking.

25. Limitation of Liability. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF KENTLAND BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

26. Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

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27. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

28. Ownership & License. You agree that Kentland Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (a) in any anti-competitive manner, (b) for any purpose, which would be contrary to Kentland Bank's business interest, or (c) to Kentland Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

29 Disclaimer of Warranties. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (a) WILL MEET YOUR REQUIREMENTS, (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (d) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

30. Acceptance. By clicking the "I accept" button you are agreeing to the terms and conditions of the Kentland Bank Mobile Banking & Mobile Deposit Agreement. You further acknowledge that you have received, read, understand and agree to all of the terms and conditions of said Agreement. For more information regarding this Agreement you may contact us at (219) 474-5155 or Toll Free at (800) 850-5155.

(End-Mobile Banking & Mobile Deposit Agreement, Kentland Bank, Member FDIC)