

First National Bank Northwest Florida Online Banking Agreement and Disclosure for Business Clients

This First National Bank Northwest Florida (Online Banking) Online Banking Agreement and Disclosure for Business Clients (this "Agreement") governs the First National Bank Northwest Florida Online Banking Service (the "Service"). For the purpose of this Agreement, "Client," "You," and "Your" shall refer to each person who has an interest in an account or other relationship which is accessible through the Service (including without limitation each party to this Agreement designated as "Client" on the Business Registration Form or as "Client Affiliate" on any addendum hereto), and any person authorized such access. "We," "Our," "Us," or "Bank" shall refer to First National Bank Northwest Florida. All references to time of day in this Agreement shall be Central Standard Time or Daylight Savings Time when in effect in the Central Time zone.

Definitions:

Business Registration Form – The First National Bank Northwest Florida Online Business Registration Form attached hereto and incorporated into this Agreement by this reference as Exhibit A.

Business Account - An account used exclusively by a business entity for business purposes, including an individual doing business as a sole proprietorship. A business account may not be used by a consumer or for any consumer purposes.

Business Day - Every day is a business day, except Saturdays, Sundays, and certain federal holidays. You may access the Service 24 hours a day, seven days a week. From time-to-time Bank may perform regular maintenance on our systems or equipment that may result in interrupted service. We will attempt to provide notification in advance of any possible interruption of service.

Users – Each Individual authorized to access the service will require a USERID and email address (See Exhibit C). Non-Customers will require a Non-Customer CIS form completion.

A. Service Vendor

The Service consists of information and transaction online services provided under the product name Online Banking by First National Bank Northwest Florida. When you use the Service or you permit any other person to use the Service, you agree to the terms and conditions we have set out in this Agreement and any instructional material which we provide you regarding the Service. Your use of the Service may be made by use of certain numbers, codes, marks, signs, public keys, or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies absent proof of altered data or tampering. A third-party vendor ("Vendor") as selected by Bank provides the Service, and both Vendor and Service are subject to change from time to time without notice to Client. Client agrees and stipulates that Vendor is an independent contractor providing software and data transmission services and is not the agent of Bank or any Client. Neither Bank nor Vendor is responsible for the actions or omissions of the other.

B. Equipment and Technical Requirements

It is your responsibility to acquire the software and equipment necessary to use the Service. To access the Service and to perform transactions, you must have Internet access, a web browser, and 128-bit encryption. Also recommended is a modem speed of 28.8 or higher. The speed at which you actually connect to the Internet may vary. Recommended Windows browsers include Microsoft Internet Explorer (IE) Version 7.0 or higher and Firefox Version 3 and higher. The recommended Mac browser is Safari Version 1.0 or higher. Online Banking service requires that Java scripting be enabled on your browser. If you need to make any changes to your existing browser settings, you will receive a message regarding this before you log-on to the service. In order to open and

view E-Statement(s), you must have Adobe Acrobat Reader® version 6.0 or higher. In addition, you will need e-mail access and you may need at least 1MB of free space to receive your E-Statement(s). Client acknowledges that access to the Service and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate Client's instructions and Bank's responses.

BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED OR SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY FAILURE, INTERRUPTION, SUSPENSION OR TERMINATION OF SUCH SERVICES OR SYSTEM FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF THE SERVICE OWNER OR ANY THIRD PARTY.

C. Representations and Warranties

Client represents and warrants to Bank that:

- (a) Client has the corporate, partnership, or if a sole proprietorship, individual power and authority to enter into and perform this Agreement;
- (b) Client has obtained the appropriate authorizations from each person or entity owning or holding an account identified to the Bank for access through the Service; and
- (c) Client has the authority to give to Bank the instructions described in this Agreement.

D. Use of Online Banking

This Agreement is subject to such rules and procedures as Bank may establish and disseminate from time to time, including but not limited to, rules and procedures regarding security. Bank will rely upon the information Client furnishes to Vendor and/or Bank.

NEITHER BANK NOR VENDOR SHALL HAVE ANY OBLIGATION TO DISCOVER, AND SHALL NOT BE LIABLE TO CLIENT FOR ANY ERRORS MADE BY CLIENT, INCLUDING, BUT NOT LIMITED TO, ERRORS MADE IN IDENTIFYING ANY ACCOUNT OR PERSON, ERRORS IN THE AMOUNT OF ANY TRANSFER, DUPLICATE TRANSFER ORDERS ISSUED BY CLIENT AND ERRORS IN THE INFORMATION CLIENT FURNISHES TO VENDOR AND/OR BANK.

E. Standard of Care

The Bank will exercise ordinary care and act in good faith in connection with providing the Service to you. The Bank does not warrant or represent that the Service will operate uninterrupted or that the Service will be error free. The Bank will use reasonable commercial efforts under the circumstances to contract with third parties as required for the products and services on which the Service is dependent including, but not limited to, communication carriers, network service providers, equipment manufacturers and their associated hardware and software providers. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of any rule, statute, regulation, or government policy to which Bank is subject.

F. Liability of Bank

Generally.

Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall not be liable, except as provided by applicable law, for any error or delay so long as Bank has acted in accordance with the terms and conditions hereof. Bank shall not be liable for any decision, made in good faith, to reject or not to process any transfer for any reason, including, but not limited to, if Client is in breach of any obligations hereunder, or if Bank reasonably believes there is (or Bank has actual notice of) the commencement of any proceeding by or against Client involving bankruptcy, reorganization, receivership, insolvency, or any other insolvency law or laws providing for the relief of debtors.

Compensation and Limitation of Liability.

IN NO EVENT SHALL BANK OR VENDOR BE LIABLE TO CLIENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INDIRECT LOSS OR DAMAGES, LOST PROFITS, OR THE LIKE, EVEN IF BANK OR VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Failure of Client to notify Bank in writing of any discrepancies within sixty (60) calendar days of receipt of mailing or delivery of statement or confirmation shall preclude Client from asserting any discrepancy, error, or lack of authority against Bank, and shall relieve Bank of any liability for any transfers reflected in the statement or confirmation and for any future erroneous transfers that could have reasonably been avoided had Client notified Bank within said sixty (60) day period. Subject to the foregoing and except as otherwise provided herein, as a condition precedent to any liability of Bank, Client must notify Bank in writing of any alleged breach of this Agreement, or other occurrence purportedly giving rise to liability of the Bank, as promptly as is reasonably possible, but in no event later than sixty (60) calendar days following the day on which such alleged breach or occurrence was or could reasonably have been discovered by Client.

BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF CLIENT OR ITS AGENTS OR OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, THE NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION (NACHA), ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER PARTY INVOLVED WITH PROCESSING OF ANY ENTRY, AND NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT.

Subject to the limitations herein, unless otherwise required by applicable law, any damages or other compensation due Client resulting from Bank's performance hereunder shall be limited to the Fees received by Bank during the six (6) month period preceding the date which the claim first occurred. If the Agreement has been in effect for less than six (6) months preceding such date, then compensation shall be limited to the amount of such Fees during such number of preceding months as this Agreement has been in effect. Bank's liability may be further limited as stated in Bank's other agreements with you.

Force Majeure.

Notwithstanding any other provisions of this Agreement, Bank will not be held liable for any loss, expense, error or delay, including, but not limited to, any delay or inability to provide access to the Service, or in its ability to perform the transactions necessary to comply with Client's instructions, caused by accidents, strikes, flood, fire, war, riot, electrical or mechanical failures, software defects, acts or omissions of Client, Vendor, or any other third party, including but not limited to, acts or omissions of any telephone or telecommunications carrier, legal constraints, acts of God or any other causes or conditions that are beyond Bank's reasonable control.

Warranty Disclaimer.

NEITHER BANK NOR VENDOR MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING PRODUCTS OR SERVICES OF BANK OR VENDOR (INCLUDING, WITHOUT LIMITATION, THE SERVICE), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. Indemnification

Client will, and agrees to, at all times, defend, indemnify and hold Bank, its parent and other affiliates, and the employees, shareholders, officers, directors, associates, representatives and agents of Bank, its parent and other affiliates, harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses, and attorneys' fees (including those fees allocable to Bank's in-house counsel), settlements, judgments or recoveries arising out of or relating, directly or indirectly, to Client's use of the Service, Client's negligence, Client's failure to comply with applicable law, including without limitation any willful misconduct, criminal misconduct or fraud, or Client's failure to comply with the terms of this Agreement.

H. Disclosure of Information; Confidentiality and Security

The circumstances under which we will disclose information about you or your accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at our banking locations.

EXCEPT AS SET FORTH HEREIN, BANK WILL NOT BE LIABLE FOR ANY LOSS SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF THE SERVICE.

Client understands that all passwords, user IDs, inquiry IDs, and any other security codes (collectively, the "Codes") provided by Bank to Client in connection with the Service are confidential. Client agrees to safeguard the Codes at all times and to establish and maintain procedures to ensure their confidentiality. Client agrees not to disclose the Codes to any person or entity, except Client's authorized personnel. Client shall notify Bank immediately if the confidentiality of any of the Codes is breached. Client may contact Bank by calling 850.769.3207 (Toll Free at 877.602.6935) or email by clicking the Message button within the service or by writing Bank at the following address:

First National Bank Northwest Florida
Attn: Online Banking,
101 East 23rd Street,
Panama City, Florida 32405-4501

The security of the Codes depends on Client's maintaining the security of the Codes and limiting access to the Service to Client's authorized personnel. Anything that permits any other party, besides Bank and Client's authorized personnel, to learn the Codes and enables the outside party to input information on the Service destroys the safeguard of the Codes and the protection of the Service. Client acknowledges and agrees that it has sole responsibility for the security of the Codes and access to the Service, and agrees to hold Bank harmless for complying with all instructions received from Client through the Service.

You will be asked to change your password upon the first access to the Service.

USE OF A PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION SHALL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE SERVICE.

If the confidentiality of a password is compromised, you are responsible for changing the password so as to deny access to the Service. If you furnish a user ID and password to another person, you are liable for all subsequent transactions. You agree that these security procedures are commercially reasonable and are designed to authenticate your transactions.

I. Client Accounts, Affiliated Company Accounts and Consumer Accounts

Client will have access through the Service to the accounts Client identifies to Bank on the Business Registration Form (or as identified in accordance with other procedures specified by Bank) as accounts to be accessed through the Service ("Identified Accounts"). The Identified Accounts may consist of accounts owned by more than one person or entity.

Client may, in accordance with procedures Bank specifies, request that an affiliate of Client ("Client Affiliate") be added to the Service in order to provide Client and Client Affiliate access to accounts owned by Client or Client Affiliate. Any such Client Affiliate will be required to become a party to this Agreement and execute such agreements and authorizations and other documentation specified by Bank. For purposes of this Agreement, each Client Affiliate will be deemed a "Client" and, accordingly, all references to "Client" in this Agreement will be deemed to collectively refer to Client and Client Affiliate. Also, for purposes of this Agreement, all accounts identified by each Client Affiliate will be deemed "Identified Accounts."

Client acknowledges that each user of the Service will have the ability to obtain information concerning Client and the Identified Accounts and to issue payment, withdrawal and transfer instructions, and to otherwise conduct transactions affecting the Identified Accounts, subject to the terms of this Agreement. Client agrees and acknowledges that users of the Service may include persons other than Client's employees, officers, directors,

owners or other affiliates. If Client has requested access to a consumer (non-business) account on the Service, Client acknowledges that a copy of the First National Bank Northwest Florida – Terms and Conditions Agreement & Electronic Funds Transfer Disclosure has been delivered to each consumer who has such an account listed. Client may amend the accounts listed as Identified Accounts by submitting to Bank an amendment request in accordance with procedures specified by Bank.

J. Amendments

Client agrees that Bank may amend this Agreement at any time upon ten (10) days prior written notice to Client. Any such amendment shall become effective after such ten (10) day period, unless Client terminates this Agreement prior to such effective date.

K. Transactions

Transfers.

Client agrees to be bound by, and settle for all transfer requests, and the information contained therein, received through the Service. Client agrees to maintain sufficient available funds in the account to be debited at the time a transfer request is made until settlement. Client authorizes Bank to charge the designated account for the transfer request. Client agrees that Bank has the right to charge any other accounts maintained by Client with Bank or any affiliate of Bank that are not designated as authorized accounts if Bank accepts the transfer request and the designated account does not have a sufficient available balance. If Client requests a funds transfer and identifies an account or a person by account number, or by name and account number, Client agrees that payment of the transfer shall be made on the basis of the account number, even if the account number provided identifies a person different from the intended recipient.

Internal Transfers.

If Client has selected internal transfer ability, Client will have the ability to transfer funds: (1) between checking and savings accounts, and (2) to loan accounts, maintained with Bank for which Client has selected such internal transfer ability ("Internal Transfers"). For Internal Transfers to be processed on the business day of the request, the request must be sent to Bank through the Service no later than 5:00 p.m. CT. If the request is sent to Bank after the deadline, Bank will process the request the following business day, unless funds are not available. Your ability to initiate Internal Transfers between accounts may be limited by federal law or by the terms of your general account agreement with us (i.e., the Terms and Conditions account agreement governing your accounts).

Internal Transfers from deposit accounts that are Savings or Money Market Deposit Accounts are limited as required by federal regulation to no more than six (6) pre-authorized transfers in any specified period. The specified period for Savings and Money Market Deposit Accounts is the calendar month. Internal Transfers utilizing the Service are considered pre-authorized transfers and must comply with the six (6) per month limitation. Your account must have sufficient funds in order for transfers to be completed. You cannot post-date a transfer.

Bill Payment.

If Client has activated the Bill Pay feature, funds will be taken out of the account designated on the "effective date" as indicated by Client. For Bill Pay transactions to be processed on the same business day as the request, the request must be sent to Bank through the Service no later than 12:00 p.m. CT (NOON). If the request is sent to Bank after the deadline, Bank will process the request the following business day, unless funds are not available. Your account must have sufficient available funds in order for Bill Pay transactions to be completed. If a Bill Payment transaction is not processed because there are not sufficient available funds in the account, Bank is not responsible for the failure of this transaction.

You must allow sufficient time for the payee to receive the bill payment before the due date the payee provides you. If you do not allow sufficient time for a bill payment, you assume full responsibility for all late fees, finance charges and any other actions initiated by the payee against you. In many cases, bill payments are electronically delivered to the payee, and are typically received within two (2) business days

after the "effective date." However, some payees do not accept electronic payments; therefore, a check will be mailed, which may typically take five to seven (5-7) business days after the "effective date" to process and deliver. Note: In order for your bill payment feature to remain in an active status, you must pay a bill at least once every two (2) months.

BANK IS RESPONSIBLE ONLY FOR EXERCISING REASONABLE AND ORDINARY CARE IN MAKING BILL PAYMENTS UPON YOUR AUTHORIZATION AND FOR SENDING OR MAILING A BILL PAYMENT TO THE DESIGNATED PAYEE BASED ON THE CIRCUMSTANCES AS ABOVE OUTLINED. THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- **THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT(S) TO MAKE THE BILL PAYMENTS OR TRANSFERS;**
- **THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;**
- **THERE ARE DELAYS IN MAIL DELIVERY;**
- **THERE ARE PAYEE CHANGES OF ADDRESS OR ACCOUNT NUMBER;**
- **THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER;**
- **CIRCUMSTANCES OCCUR WHICH ARE BEYOND BANK'S REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

L. Other Features

E-Documents.

The delivery of E-Documents, which is the electronic delivery of e-notices, e-statements and any notices, disclosures, promotional materials, newsletters and other such items regarding your products and services, which normally may be included with the paper versions of your documents, through your Online Banking Service. Once you consent and agree to the terms and conditions contained in the agreement, which is available via the Online Banking Service, you are able to receive the electronic delivery of certain E-Documents for eligible accounts, as may be determined by the Bank in its sole discretion from time to time, allowing you to replace your mailed (paper) documents with an electronic version (PDF) you can view, save to your computer or print at your convenience. You will also have the option to receive check images with your electronic statement. The *First National Bank Northwest Florida Consent to Use of Electronic Communication and Electronic Signatures* is available through the Online Banking Service and details all information as it pertains to this feature of the Banking Service.

M. General

Notices.

Except where this Agreement specifically authorizes telephone notice, all notices under this Agreement shall be written, and shall be delivered in person, by United States mail, or via e-mail. Notice shall be deemed to be given at the time of hand delivery or at the time e-mail is sent or three (3) calendar days after the date on which it is post-marked if delivered via U.S. Mail. All notices to Client shall be delivered to any mailing address or e-mail address that Client provides Bank.

Notices to Bank may be sent by electronic mail by clicking the Message button within online banking or mailed to the following address:

First National Bank Northwest Florida
Attn: Online Banking,
101 East 23rd Street,
Panama City, Florida 32405-4501

Headings.

The headings used in this Agreement are for convenience only and will not be used in construing the provisions hereof.

Entire Agreement.

Your use of the Online Banking Service is subject to this Agreement and to the following, all of which are considered part of this Agreement:

- The *First National Bank Northwest Florida Mobile Banking Services End User Agreement*;
- The *First National Bank Northwest Florida Mobile Deposit User Agreement*;
- The *First National Bank Northwest Florida Remote Account Transfer Service Agreement*;
- The *First National Bank Northwest Florida SMS Text Message Alert System Agreement*;
- The *First National Bank Northwest Florida Consent to Use of Electronic Communications and Electronic Signatures*;
- The Terms and Conditions of Use for the FBNWFL website, www.fnbnwfl.bank (the "Website");
- The terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- FBNWFL's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Service or any Eligible Account;
- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Eligible Account; and
- State and federal laws and regulations, as applicable.

In addition, each Eligible Account will continue to be subject to any separate agreement applicable to such Eligible Account, including, but not limited to, the FBNWFL Account Agreement and Disclosures (i.e. the Terms and Conditions account agreement governing your account(s)), applicable Fee Schedule, Cash Management, ACH or Wire Transfer Agreement, Consumer or Business Electronic Fund Transfer Agreement and Disclosures, as applicable, Consumer or Business Funds Availability Agreement and Disclosures, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Eligible Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

Assignment.

This Agreement will inure to the benefit of and be binding upon both parties, their successors and assigns. Client may not assign this Agreement without the prior written consent of Bank. Nothing in this Agreement limits or restricts the right of Bank to effect an assignment of this Agreement in any manner, including, but not limited to, assignment by merger, reorganization, sale of corporate assets or other corporate change.

Governing Law; Jurisdiction and Attorneys' Fees.

Except as governed by federal law, regulation, rule or government policy and applicable funds transfer rules, as varied by this Agreement, this Agreement is subject to, and shall be governed by and interpreted in accordance with, the laws of the State of Florida, without regard to such state's rules regarding conflict of laws and without regard to your state of residence. The venue for all litigation relating directly or indirectly to this Agreement shall be in a court of appropriate jurisdiction in Panama City, Florida. The successful party in any such action will be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees (which may be or include the allocable cost of in-house counsel), and costs incurred by it in prosecuting or defending such action, which will be included as a part of any judgment rendered in such action.

Severability; No Waiver.

If any provision of this Agreement, or part of a provision, is held to be invalid, illegal, void or unenforceable, the remainder of this Agreement, or other parts of such provision, will not be affected thereby. In the event

performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future rule, statute, regulation, or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such rule, statute, regulation or policy, and Bank shall incur no liability to Client as a result of such violation or amendment. If on any occasion Bank fails to enforce any of its rights hereunder, such failure shall not be deemed a waiver of said rights on any other occasion.

N. Fees and Charges; Minimum Balances; Bank Right of Hold and Setoff

Client agrees to pay Bank the fees ("Fees") specified in the First National Bank Northwest Florida Pricing Schedule for Business Clients, attached hereto and incorporated into this Agreement by this reference as Exhibit B. Bank may amend Fees, from time to time, upon ten (10) days prior written notice to Client. Bank is authorized to debit Fees from any account maintained by Client with Bank or any affiliate of Bank. In addition, Bank may use any other remedies to which Bank may be entitled, including, but not limited to, the right to terminate this Agreement. In addition to such Fees, Client will pay all sales, use, or other taxes applicable to this Agreement or to the Service, excluding taxes based on the net income of Bank. Client will also be responsible for the costs of any communication lines or any data processing or services payable to third parties. Bank may in its sole discretion require a minimum balance to be maintained in any account maintained by Client with Bank or any affiliate of Bank, in such amount as determined, from time to time, by Bank. Client agrees that Bank may, in its sole discretion, debit or place a hold on funds in any account (whether general or special, individual or joint, business or personal) maintained by Client with Bank or any affiliate of Bank, for payment of any obligation (whether direct or indirect, absolute or contingent, due or to become due) of Client under this Agreement, and that Bank may setoff against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement.

O. Term and Termination

This Agreement will remain in effect until terminated by either party. Except as otherwise provided herein, either party may terminate this Agreement and any service provided hereunder, at any time upon giving at least ten (10) days prior written notice of termination to the other party. In addition to any accrued Fees owing on the date of termination, Client shall pay Bank the Fees for any transactions that occur after termination should any transactions have been scheduled prior to the date of termination. The terms, provisions, representations and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereunder, including but not limited to Paragraph C (Representations and Warranties), Paragraph F (Liability of Bank), Paragraph G (Indemnification), Paragraph M (General), and Paragraph N (Fees and Charges; Minimum Balances; Bank Right of Hold and Setoff) this Paragraph O (Term and Termination), shall survive the completion of performance and termination of this Agreement. Bank may terminate your Service privileges without notice to you if you do not pay any Fee(s).

First National Bank Northwest Florida

E-Statement Terms & Conditions

This Agreement explains the terms and conditions governing the First National Bank Northwest Florida Electronic Statements. By using the Service, you agree to the following terms and conditions. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Florida. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purpose permitted under this Agreement. This agreement applies only to the accounts I have authorized to be accessed via this agreement.

Terms and Conditions:

Upon enrollment and approval, periodic account statements will be provided electronically. You may request paper copies by contacting your local branch.

You will be notified by e-mail that your electronic statement is available online. You must login to your internet banking account to view the electronic statement.

You agree to keep us informed of any change in your e-mail address by advising us in writing at the address provided above or by an internet banking secure message.

You may withdraw your consent for electronic statements by sending written notice to: First National Bank Northwest Florida Attn: Customer Service, 101 E. 23rd St, Panama City, Florida 32405 or by contacting our main branch at (850) 769-3207. Upon withdrawal the account statements will be sent in paper form to your address of record. Following termination of the electronic statements by either party, a new enrollment agreement will be required to reinstate this service.

You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability, or exposure (including reasonable attorney's fees) that we or you may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such e-mail or electronic delivery of statement. You shall bear the entire risk for unauthorized use thereof whether or not you are negligent.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT:

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on the face of the statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights. In your letter, give us the following information: (1.) Your name and account number. (2.) The dollar amount of the suspected error. (3.) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question.

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER ITEMS:

If you need more information about an electronic transfer appearing on the statement, or if you think your statement is wrong, please telephone or write us as soon as possible at the phone number or address designated on the front of the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1.) Tell us your name and account number. (2.) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. (3.) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

**First National Bank Northwest Florida
Online Banking
Online Banking Business Registration Form**

BUSINESS NAME		DAYTIME PHONE #	
PRIMARY CONTACT		TAXPAYER ID #	
MAILING ADDRESS		BUSINESS CIS #	
CITY STATE ZIP		FAX NUMBER #	
BUSINESS EMAIL ADDRESS			

- ALL Accounts associated with this business
 ONLY Selected Accounts associated with this business.

Accounts to be accessible through the First National Bank Northwest Florida Online Banking Service:

1		6		11	
2		7		12	
3		8		13	
4		9		14	
5		10		15	

Do any of the above accounts require two signatures? No Yes*

*If any of the above accounts to be accessible through the First National Bank Northwest Florida Online Banking service require two signatures, the service will have view-only access. The service will not be eligible for Bill Pay or Transfers.

Please check here to acknowledge that you have read, understand and agree to comply with the **First National Bank Northwest Florida Online Banking and Bill Paying Agreement and Disclosure, EStatement Terms & Conditions & Electronic Funds Transfer Disclosure** if any of the accounts listed above are consumer (non-business use) accounts.

- Do Not Include Internal Transfer Ability Do Not Include Bill Pay Ability

If you desire additional Cash Management functionality such as ACH, Wire Transfers, etc., please contact the New Accounts Department by calling First National Bank Northwest Florida direct at 850.769.3207 Monday – Friday, 8:00 a.m. to 5:00 p.m. CT.

AUTHORIZATION

By signing below, Client acknowledges receipt of and agrees to comply with the First National Bank Northwest Florida Online Banking Agreement and Disclosure for Business Clients (the "Agreement"). Client and each individual executing this Business Registration Form on behalf of Client, represent and warrant that he or she is duly authorized by Client to enter into the Agreement on behalf of Client and to submit the information provided on this form and that all information provided on this form is true, complete and accurate.

CLIENT:

BUSINESS NAME		DATE	
AUTHORIZED SIGNATURE		PRINTED NAME & TITLE	
AUTHORIZED SIGNATURE		PRINTED NAME & TITLE	

EXHIBIT B

**FIRST NATIONAL BANK NORTHWEST FLORIDA
ONLINE BANKING
ONLINE PRICING SCHEDULE FOR BUSINESS CLIENTS***

Basic Service **No Charge***

Bill Pay **No Charge***

*First National Bank Northwest Florida may amend the charges listed on this schedule, from time to time, in accordance with the First National Bank Northwest Florida Online Banking OnLine Agreement and Disclosure for Business Clients.