

FIRST NATIONAL BANK NORTHWEST FLORIDA

REMOTE ACCOUNT TRANSFER SERVICE AGREEMENT

IMPORTANT: THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH FIRST NATIONAL BANK NORTHWEST FLORIDA (FNBNWFL) MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR FNBNWFL ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR FNBNWFL ACCOUNT. FNBNWFL RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE REMOTE ACCOUNT TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS. THIS AGREEMENT ALSO INCORPORATES ANY OTHER TERMS AND CONDITIONS PROVIDED SEPARATELY WITH YOUR DEPOSIT ACCOUNT AGREEMENT AS WELL AS THE TERM OF ANY DISCLOSURES YOU MAY HAVE RECEIVED. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS, YOU SHOULD READ THEM CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

Scope of Agreement -

This Agreement covers all funds transfers using the Remote Account Transfer service initiated by you from time to time through FNBNWFL Online or Mobile Banking.

Definitions -

- (a) "ACH Network" Automated Clearing House Network means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- (b) "Business Day" means Monday through Friday, excluding Federal/Bank holidays.
- (c) "Eligible FNBNWFL Account" means my FNBNWFL deposit account (checking/savings) that is eligible to be used with the Remote Account Transfer service and is enrolled in the service.
- (d) "Verified Account", "Third Party Account" means an account that I own at another financial institution located in the United States that is enrolled in the Remote Account Transfer service.
- (e) "FNBNWFL" means First National Bank Northwest Florida.
- (f) "Bank" means any other financial institution.
- (g) "I", "me", "my", "you" or "your" refers to the owner of the eligible FNBNWFL account.
- (h) "We", "our", or "us" refers to First National Bank Northwest Florida.
- (i) "Online Banking", "Online Banking Service" includes Mobile Banking.

Description of Service -

The Remote Account Transfer service enables me to request a transfer of funds: (1) from my Eligible FNBNWFL Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible FNBNWFL Account. FNBNWFL generally uses the ACH Network to execute my Remote Account Transfer requests, but other methods of transfer may also be used. All requests must be made through the FNBNWFL's Online Banking system and are subject to the terms of my Online Banking Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using the Remote Account Transfer Service -

I hereby represent and warrant to FNBNWFL that I own each Eligible FNBNWFL Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize FNBNWFL to execute and charge my Eligible FNBNWFL Account(s) for any Remote Account Transfer request to a Verified Account and from a Verified Account to my Eligible

FBNWFL Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when my Remote Account Transfer requests are made in accordance with the procedures established by FBNWFL. I understand and acknowledge that FBNWFL has no obligation to execute any request for a transfer using Remote Account Transfer that is not initiated in accordance with such procedures.

I further acknowledge that the acceptance and processing of a Remote Account Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed FBNWFL in writing that I have revoked my authorization and FBNWFL has had a reasonable opportunity to act on it.

FIRST NATIONAL BANK NORTHWEST FLORIDA
BOOKKEEPING DEPARTMENT
101 EAST 23RD STREET
PANAMA CITY FL 32405-4501

Information Relied Upon by FBNWFL -

I acknowledge and agree that FBNWFL is relying upon the information I provide in originating a Remote Account Transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to the FBNWFL that I am the owner of each Verified Account and describe it to FBNWFL by name and account number (or any other number), I understand and agree that if Remote Account Transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that FBNWFL has no responsibility to investigate discrepancies between names and account numbers.

Limited Power of Attorney -

I ACKNOWLEDGE AND AGREE THAT WHEN FBNWFL ORIGINATES A REQUEST FOR A TRANSFER USING THE REMOTE ACCOUNT TRANSFER SERVICE, FBNWFL IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS FBNWFL AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY.

Security Procedures -

I agree that FBNWFL will initiate a funds transfer request for me only after I access my Eligible FBNWFL Account(s) through its Online Banking Service using the established login credentials. I acknowledge and agree that FBNWFL has established commercially-reasonable security procedures for the Remote Account Transfer service. I understand that the security procedures are designed to authenticate my identity before accepting a request for a Remote Account Transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institution -

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the Remote Account Transfer service. I hereby authorize FBNWFL to verify a Third Party Account by the following means: Confirmation of Trial Deposits. I authorize FBNWFL to verify my Third Party Account through the use of a trial transfer, in which two low value payments (less than \$1.00) will be credited to the account and a debit transfer totaling the two credits will be

completed. I will be required to enter the three amounts to complete the verification process. Once the verification process is successful, each Third Party Account will become a Verified Account.

Limits on Remote Account Transfers -

Daily	Consumer \$500.00	Commercial \$2,500.00
Monthly*	Consumer \$15,000.00	Commercial \$75,000.00

*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which a Remote Account Transfer request is executed (i.e., originated) by FBNWFL.

Service Fees and Charges -

I understand and agree that I am responsible for paying all fees associated with my use of the Remote Account Transfer Service. I authorize FBNWFL to charge my Eligible FBNWFL Account (or any other of my accounts at FBNWFL) for any service fees and charges applicable to transfers requested through the Remote Account Transfer Service in accordance with FBNWFL's Fee Schedule in effect at the time I make a Remote Account Transfer request. At this time, the service is provided free with Online Banking and a fee of \$2.00 per transfer. However, FBNWFL reserves the right to change the fees charged for the use of the Remote Account Transfer Service. Any future fees for access or use of the Remote Account Transfer Service will be disclosed prior to initiating a remote transfer, and will be found on FBNWFL's Fee Schedule located at www.FBNWFL.org.

Execution of a Request for a Remote Account Transfer -

My request for a Remote Account Transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 3:00 p.m. CT. If my request for a Remote Account Transfer is received by FBNWFL on a day that is not a Business Day or on a Business Day after the established cut-off hour, FBNWFL will not process my request until the next Business Day.

Actions Taken Upon an Unsuccessful Remote Account Transfer -

If the funds transfer fails FBNWFL will notify me by e-mail so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

Rejection of a Remote Account Transfer Request -

FBNWFL reserves the right to reject my funds transfer request. FBNWFL may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my Eligible FBNWFL Account for the amount of the Remote Account Transfer, plus any applicable fee, if my request is incomplete or unclear, if FBNWFL identifies a security risk related to a requested transfer or if FBNWFL is unable to fulfill my request for any other reason. I understand and agree that if FBNWFL rejects a request for a Remote Account Transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as FBNWFL has determined to reject the request.

Cancellations, Amendments or Recalls of a Remote Account Transfer Request -

I may cancel or amend a funds transfer request only if FBNWFL receives my request prior to the execution of the funds transfer request and at a time that provides FBNWFL with a reasonable opportunity to act upon that request. FBNWFL shall not be liable to me for any loss

resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

Transfers Subject to the Rules of the Third Party Accounts -

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any Remote Account Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request -

I agree that FNBWFL shall not be responsible for any delay, failure to execute, or incorrect execution of my funds transfer request due to circumstances beyond FNBWFL's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the financial institution or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

FNBWFL MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized Remote Account Transfers -

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized Remote Account Transfer or other type of online transaction has been made from one of my accounts, I must notify FNBWFL immediately by telephone at (850) 769-3207 or Toll Free (877) 602-6935, or if I am unable to telephone FNBWFL, in writing to: FIRST NATIONAL BANK NORTHWEST FLORIDA, BOOKKEEPING DEPARTMENT, 101 EAST 23RD STREET, PANAMA CITY FL 32405-4501. By providing such prompt notice, I may limit my personal liability for unauthorized transfers, as more fully described in the "Unauthorized Transactions" section of the Electronic Funds Transfer Agreement and Disclosure.

Significance of E-Mail Notices about the Remote Account Transfer Service -

I agree that all e-mail notices sent to me regarding status of my Remote Account Transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to a Remote Account Transfer. I acknowledge and agree that these notices will be sent to the e-mail address contained within the Online Banking Service I provide during my enrollment in the service, even if I have informed FNBWFL separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

Means of Transfer -

I understand that FNBWFL uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. FNBWFL may choose any reasonable means that FNBWFL considers suitable to complete a transfer that I request using the Remote Account Transfer service. I authorize FNBWFL to choose the means they deem suitable to cause each of my Remote Account Transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds

transfer systems, including, but not limited to, the ACH Network, NACHA, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Currency of Funds Transfer -

The Remote Account Transfer Service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

No Unlawful or Prohibited Use -

As a condition of using the Remote Account Transfer service, I warrant to FBNWFL that I will not use the Remote Account Transfer service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the Remote Account Transfer service in any manner that could damage, disable, overburden, or impair the Remote Account Transfer service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Remote Account Transfer service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation -

FBNWFL may modify or discontinue the Remote Account Transfer service, with or without notice, without liability to me at any time. FBNWFL reserves the right, subject to applicable law and regulation, to terminate my right to use the Remote Account Transfer service at any time and for any reason, including, without limitation, if FBNWFL, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide FBNWFL with false or misleading information or interfere with other users or in the administration of the Remote Account Transfer service.

Proprietary Rights -

I acknowledge and agree that FBNWFL and its agents own all rights in and to the Remote Account Transfer service. I am permitted to use the Remote Account Transfer service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Remote Account Transfer service or any other services or technology.

Indemnity -

In consideration of the Agreement by FBNWFL to act upon my request to make an Remote Account transfer in the manner provided in this Agreement, I agree to indemnify and hold FBNWFL, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon Remote Account Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify FBNWFL against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty -

I agree that within thirty (30) days after I receive notification that my Remote Account transfer request has been executed, I will tell FBNWFL of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of the FBNWFL's error, FBNWFL's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by FBNWFL shall be at the

FBNWFL's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if I fail to notify FBNWFL of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law.

I AGREE THAT FBNWFL SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING FBNWFL AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY REMOTE ACCOUNT TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL FBNWFL BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY REMOTE ACCOUNT TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, FBNWFL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. FBNWFL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REMOTE ACCOUNT TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE REMOTE ACCOUNT TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY FBNWFL FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE REMOTE ACCOUNT TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Amendments -

I agree that FBNWFL reserves the right to change the terms and conditions of this Agreement as required by law or FBNWFL policy. Unless otherwise required by law, FBNWFL may amend this Agreement without prior notice to me. If FBNWFL chooses to notify me of an amendment or is required to do so by law, FBNWFL may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address FBNWFL has on file for me.

Governing Law -

This Agreement shall be governed by the laws of the state of Florida and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions -

In order to enroll to use the Remote Account Transfer service, I consent to receive and accept the terms and conditions of the User Agreement for Remote Account Transfer Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, FBNWFL will notify me by e-mail, at the public e-mail address I have provided for

notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site.

I understand and agree that FNBWFL reserves the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each Remote Account Transfer is requested and in summary form as part of the periodic statement for my Eligible FNBWFL Account to or Bank from which the transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting FNBWFL by telephone at (850) 769-3207 or (877) 602-6935, however, by doing so I understand that I will terminate my right to use the Remote Account Transfer service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the Remote Account Transfer service.

Required Equipment -

In order to use the Remote Account Transfer service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling (850) 769-3207 or (877) 602-6935.

Consent and Agreement -

By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the Remote Account Transfer service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the Remote Account Transfer service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. FNBWFL reserves the right to provide information and notices about the Remote Account Transfer service to me by non-electronic means.