

FineMark National Bank & Trust

Business Internet Banking Agreement

This Agreement governs the use of FineMark National Bank & Trust's Business Express ("Internet Banking") services and is made and entered into by and between FineMark National Bank & Trust, where the Account(s) accessed through Internet Banking are held ("Bank"), (also referred to as "we") and each person who signs the Bank's signature card for the Account, or is referenced on the Bank's records as an owner of the Account ("Client") (also referred to as "you"). For joint accounts, each client is jointly and severally liable for all transactions initiated through Internet Banking, including overdrafts, even if the client did not participate in the transaction which resulted in the overdraft.

"Internet Banking" means Bank services accessed through a computer and modem to electronically connect with a database that allows you to view account balance and transaction information, transfer funds among designated accounts, send electronic mail to the Bank and receive electronic mail from the Bank. Bill payment, from a designated account(s), wire transfers, and ACH (Automated Clearing House) capabilities are optional for business clients and may require additional/separate approval.

The terms and conditions of any deposit account agreement, rules, regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to the Client and any subsequent amendments to any of the foregoing (any of which is sometimes referred to in this Agreement as an "Account Agreement"), are incorporated herein by reference. However, if there is any conflict or inconsistency between the terms and conditions stated in the Account Agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency. This Agreement is in addition to the Account Agreements and does not replace them.

PIN and Security Procedures

Upon becoming an Internet Banking client, you will receive a User ID, Company ID and temporary Password (to be updated by you), which will allow you access to your account information. For certain optional services, you will also receive a Security Token to be used in conjunction with a PIN for access to those services. Use of the ID numbers and Password assigned to you and/or the Security Token and PIN will indicate to the Bank your acceptance of the terms and conditions governing your Account(s) and this Internet Banking Agreement. Any Internet Banking transactions, including, but not limited to accessing account information, making transfers, giving transfer-related instructions or using the electronic bill payment service, initiated by person(s) on behalf of a business client by entering the correct ID numbers and Password is deemed as acting with full authority of the Board of Directors, members or general partners, as applicable, to the business client. Each time you access account information, make transfers or give transfer-related instructions, you will be required to enter your ID numbers and a Password, or Security Token code and PIN in lieu of a Password. If your ID number, Password, Security Token or PIN is lost or stolen, or is known by another individual, you must notify the Bank immediately. Failure to notify the Bank promptly could result in a loss of funds. You are responsible for maintaining the confidentiality of your ID numbers, Password and PIN and any breach of confidentiality must be promptly reported to the Bank. The Bank reserves the right to (but has no obligation to) prevent your access to Internet Banking if we have reason to believe the confidentiality of your ID number, password or PIN has been compromised.

You understand that these User ID/password/Security Token/PIN security procedures

are for the purpose of verifying the authenticity of the payment instructions transmitted to the Bank by you ("instructions"), and not for the purpose of detecting errors in such instructions. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you or received and verified by the Bank in accordance with such security procedure, and you shall indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedure.

Computer Equipment and Software

You must have a computer equipped with a modem, an Internet Service Provider and a Browser to use Internet Banking. You are solely responsible for the maintenance, installation and operation of your computer and for the software used in accessing Internet Banking. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus or malware that affects your computer or the software while using Internet Banking. The Bank requires the use of a "firewall" to further protect your computer from unauthorized access.

Account Requirements

To subscribe to Internet Banking, you must maintain at least one deposit account with the Bank which may include the following types of accounts: checking account, savings account or money market account (collectively and individually, "accounts"). Business Internet Banking will allow you to access more than one account to view account balance and transaction information, transfer funds among designated accounts, pay bills from a designated checking account, send electronic mail to the Bank and receive electronic mail from the Bank.

The Bank reserves the right to refuse to open an account or to deny your ability to access Internet Banking, to limit access or transactions or to revoke a Client's access to Business Internet Banking without advance notice to the Client.

Daily Processing Deadlines

Account information displayed through Internet Banking is the current information as of the previous business day. Express transfers or domestic funds transfers between account(s) initiated on your computer using Internet Banking, and received by the Bank or its agent(s) by 4:30 p.m. EST Monday - Friday (other than bank holidays) will be executed on the current business day. Express transfers or domestic funds transfers processed on your computer using Internet Banking, and received after 4:30 p.m. EST Monday - Friday or all day Saturday, Sunday, and banking holidays will be executed on the following business day.

Withdrawal Transaction Limitations

The number of withdrawals and transfers from your savings and money market accounts initiated through Internet Banking will apply toward the six transfers or payments per statement period permitted under the terms of your Account Agreement for those Accounts.

Electronic Mail

Electronic Mail (Secure Messages) to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your account immediately, you must contact the Bank in person or by telephone (i.e. report a lost or stolen ATM or debit card or to report unauthorized use of your account). The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail. Secure messages are sent to us while selecting the "Contact Us" option while you are in the

Business Express Program. If you contact us through our Web Site, do not send any confidential information, as we cannot guarantee the security of any email sent in this fashion.

Electronic Bill Pay

The Electronic Bill Pay Service feature of Internet Banking allows you to make payments from your designated checking account(s).

Checks, drafts, ACH debits, or other items initiated through Internet Banking, which are drawn against insufficient or unavailable funds in your account, may be subject to additional fees. The Bank reserves the right to not pay any check, draft, ACH debit or other item that is drawn against insufficient or unavailable funds. In either case, the Bank will not make any further effort to process the transfer request or pay the item. The Bank is not required to notify you if it does not process a request or pay an item because there are insufficient funds in your account. It is your responsibility to reschedule the payment or make other payment arrangements.

To ensure the payee receives payments on or before the date due, your payment authorization must be received by the Bank or its agents a minimum of five (5) business days in advance of the due date. If you fail to authorize your payment five (5) business days in advance and the payment is subject to additional fees as a result, the Bank will not be responsible.

Some electronic bill payments that pay against your account may be in the form of an Automated Clearing House ("ACH debit") paperless item. Other payments may be in the form of a paper draft that reflects the payee, dollar amount, date, check number and account number you indicated. These paper drafts will bear the following information on the signature line: "No Signature Required. This check has been authorized by our depositor. For additional assistance, please call 239-461-5900. This statement is referred to as the "Signature Authorization".

Notwithstanding your signature card with the Bank, you agree that all paper drafts carrying the Signature Authorization will be the same as if actually signed by you. You authorize the Bank to place the Signature Authorization on any such check issued on your behalf as your authorized signature and accordingly, you authorize the Bank to honor all checks for payment of money drawn on your account when bearing the Signature Authorization.

When entering your payment directive, you select the funding account and the payee from a list previously entered by you, provided by the software, or you type the payee information yourself. It is your responsibility to select the correct funding account and payee or type the correct payee name, address and account number. The Bank will not be responsible if you should select the incorrect payee, provide an incorrect address or account number from the list provided. If the scheduled payment date is not a Business Day, we will process the payment on the prior Business Day.

Merchant or Payee Limitations

We reserve the right to refuse to pay any person or entity to which you may direct a payment. Internet Banking may not be used to transmit alimony, child support, or other court directed payments or tax payments. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court related payments, which are prohibited under this agreement.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF ANY OPPORTUNITY OR GOOD WILL OR THE RESULTING EFFECT OF SUCH LOSS ON YOUR BUSINESS, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT, EXCEPT AS EXPRESSLY STATED HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF INTERNET BANKING. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF THE BANK.

The Bank shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay so long as the Bank has acted in accordance with the terms and conditions hereof. The Bank shall not be liable (i) if, through no fault of ours, you do not have enough money in your account to make the transfer or if the account is closed; (ii) if the computer or system was not working properly and you know about the breakdown when you started the transfer; (iii) if circumstances beyond our control (such as fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of the Bank) prevent the transfer, despite reasonable precautions that we have taken; (iv) there may be other exceptions stated in our Account Agreement with you. The Bank shall not be liable if you have not given the Bank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Internet Banking, or software used.

By accessing Internet Banking, unless the law requires otherwise, you agree that in no event shall the Bank be liable for any special, indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees arising from any act, omission or cause, however caused or resulting, even if you advise us of the possibility of such damages). You understand that by using Internet Banking, information about your account(s) and transactions will be transmitted over the Internet. You agree that we will have no liability to you if an unauthorized third party obtains information about your account(s) or transactions despite reasonable precautions we have taken to maintain the confidentiality and security of such information.

If a transaction which you have properly processed through Internet Banking, in accordance with the Business Internet Banking instructions or other instructions provided (i) is not completed, or (ii) is completed for an incorrect amount, or (iii) is directed to a person or entity which does not comply with your instructions, and such error occurred through our negligence or willful misconduct, we will be responsible for returning any improperly transferred fund to your account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. The crediting of your account and the redirecting of payments and transfers shall constitute our entire liability for incomplete or incorrect payments or transfers.

You agree to notify us immediately if you believe that your access information has been breached or compromised in any way. And you will promptly take whatever follow-up steps are necessary to prevent or reduce the likelihood of unauthorized access to account information or transactions.

You agree to closely monitor your account(s) on a regular basis. This includes frequently logging on to Internet Banking and reviewing activity involving your account(s), as well as promptly reviewing your account statement when received. You agree to promptly notify the Bank of any errors, unauthorized transactions or suspicious circumstances related to your account(s).

If you believe that your ID number or password has been lost or stolen or that unauthorized transactions are being made from your account please notify the Bank immediately.

Contact FineMark National Bank & Trust, Deposit Operations @ 239-461-5900 or write the Bank at:

Finemark National Bank & Trust
12681 Creekside Lane
Fort Myers, FL 33919

If you feel that any statement or receipt is wrong, or you need more information about a transfer listed on a statement or receipt, contact us in writing or by telephone.

Contact FineMark National Bank & Trust, 239-461-5900 or write the Bank at:

Finemark National Bank & Trust
12681 Creekside Lane
Fort Myers, FL 33919

When you contact us, please do the following:

- 1) Tell us your name and account number. (Do not tell us your ID numbers or Password.)
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount and if possible, the item reference number of the suspected error.

Tell us AT ONCE if your password or ID number, Security Token or PIN has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all money in your account plus your maximum overdraft line of credit, if you have one.

Periodic Statements

We will mail or deliver to you periodic statements for your bank accounts as disclosed in your deposit agreements. You will get a monthly account statement for checking and money market accounts. You will get a quarterly statement for savings accounts (unless there is an electronic funds transfer in a particular month in which case you will get a monthly statement). The Bank will include any transfers or bill payments you authorize through Internet Banking on your statements.

You agree to review your periodic statement in accordance with this Agreement and any other deposit or credit Agreements governing your Account, for accuracy of all data transmitted through Internet Banking You must promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service.

Client's Responsibility

You shall be responsible for all transfers and electronic bill payments you authorize through Internet Banking. You shall also be responsible for all transactions initiated by

persons to whom you have given your ID numbers and Password, Security Token or PIN.

Wire Transfers

The Originator of any wire transfer requests payment to be made to the beneficiary or account number named on the wire transfer request. To the extent prohibited by law, the Originator agrees that the wire transfer is irrevocable and that the sole obligation of Finemark Bank & Trust is to act in good faith and with reasonable care in processing the wire transfers and that it is not responsible for any losses or delay which may occur as a result of any other party's involvement in processing the transfer.

Fees

You may also be assessed a fee for certain transactions. Fees may be deducted from your account without prior notice to you. Fees are subject to change from time to time at the Bank's discretion. You may also incur charges from your Phone Company or Internet provider. Not all services listed are available for all accounts.

Stop Payments

If you have set up regular bill payments through Internet Banking, you may alter or change the payment order until the payment is processed.

Call or write us in time for us to receive the request three business days or more before the payment is scheduled to be made. Call us at 239-461-5900. If you call, we may require the request be confirmed in writing and received by us within fourteen (14) days after the call. We may charge you \$30 for each stop payment order you give.

Stop payments on a check require the exact dollar amount of the check, date of check, payee, and check number. All the information must be entered correctly on the Business Express Stop Payment Request screen. The company and/or account holder initiating the stop request agrees to hold the Bank harmless from any legal liability or cost which may be incurred by it on account of refusing payment thereof, and further agrees not to attempt to hold the Bank liable should the item be paid through inadvertence, oversight, accident, mistake or error, unless the signer is able to allege and prove actual damage by reason of such payment and in such event the liability should not exceed the amount of the check. Further, it is understood that the Bank is under no legal duty to honor this stop payment request until the day following its receipt by the Bank and that this request is effective only six months from the date of the Stop Payment Request.

Bank's Business Days

The Bank's business days are Monday - Friday. Federal holidays on which our offices are closed are not considered business days.

You may access account information through Internet Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

Data Recording

You agree that by using Business Express to conduct transactions, the information and transfers will be recorded and/or data captured. By using the Bank's service you consent to such recording.

Severability

If any provision of the Agreement is found to be invalid or unenforceable under applicable

law, that provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

Amendment

This Agreement may be amended at any time by the Bank and the revised information will be made available at any Bank office and, in many cases, will be mailed (or sent via electronic mail to you if you have authorized us to do so under the E-Sign Act). Your use of Internet Banking after receiving notice of an amendment will signify your agreement to the amendment.

Mediation

If any dispute arises between you (the Client) and the Bank relating to the account and if following the good faith negotiation of the dispute, it cannot be resolved within 60 days, then, if permitted by law, it shall first be submitted to mediation administered by the American Arbitration Association.

JURY TRIAL WAIVER

CLIENT HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THIS AGREEMENT OR RELATING TO THE ACCOUNT AS PERMITTED UNDER APPLICABLE LAW.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future.

Assignment

We may assign the rights and delegate the duties under this Agreement to any present or future, directly or indirectly, affiliated company or to any third parties.

Termination

Either party may terminate this Agreement by giving sufficient notice to the other party. To terminate Internet Banking, please notify us in writing, through Internet e-mail or by calling us at 239-461-5900. This cancellation will apply only to Internet Banking and will not terminate your accounts with us. It is a good idea to cancel scheduled payments before notifying us of termination of Internet Banking.

We may terminate your Internet Banking services and this Agreement at any time for any reason. We do not have to give you advance notice, but we will make an effort to do so.

When your Internet Banking is cancelled or terminated, scheduled payments two or more business days from the date we receive your request to terminate or from our termination will be cancelled. If your designated checking account is closed or if you terminate its linkage to Internet Banking, then your Internet Banking will terminate and unprocessed payments will be cancelled.

Any transaction you have initiated prior to notice of termination will continue to be made until the Bank has had a reasonable opportunity to act upon the notice of termination. If the Bank terminates your access to Internet Banking, the Bank reserves the right to immediately stop making transfers or payments from your account(s), including those you previously authorized.

Indemnification

You will indemnify, defend and hold us harmless from and against any and all claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys'

fees and other legal expenses) arising out of or related directly or indirectly to any breach by you or your obligations under this Agreement.

Applicable Law

This Agreement is subject to the provisions of all applicable operating circulars of the Federal Reserve Bank and any other applicable provisions of Federal Law. Except as so provided, this Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.