

**Bill Paying Service**

Bank may cancel this service or client may request its cancellation in writing.

**Authorization to Pay Third Parties by order of Bank Customer**

Authorization to pay to:			
Account Title/Accountholder authorizing to pay bill:			Account Number authorized to debit for payment:
Service Provider Name,Address, City,State,			Reference
<b>Type of Bill</b>			
<input type="checkbox"/> Customer receives directly the Bill <input type="checkbox"/> Bill to be paid after customer authorizes payment.		<input type="checkbox"/> Bank receives directly the Bill <input type="checkbox"/> Bill paid after it is presented to the Bank. <input type="checkbox"/> Bill paid automatically for \$ _____. <input type="checkbox"/> Other.	
<input type="checkbox"/> Bill presented on Image. <input type="checkbox"/> Bank receives directly the Bill and it is presented to the customer on an image, for the customer to authorize payment.			
<b>Frequency of Payments</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____		<b>Payment should be sent</b> <input type="checkbox"/> Check by mail <input type="checkbox"/> Other _____	
		Start Date	End Date
In case funds are not available for Bill Payment on the due dates, this is my authorization to transfer funds from my other Account # _____ at PNB to the authorized debit account specified above so as to effect payment on time.			
The Products and Services Brochure, which includes the Bill Payment Agreement and Regulation E, Electronic Funds Transfer, has been handed to me and I hereby accept.			
_____ Customer's Signature		_____ Date	

**BILL PAYING SERVICE AGREEMENT**

This will serve as authorization to Pacific National Bank (the "Bank"), to debit my (our) account ("Bank Account") and pay all charges billed to me (us) (the "Authorized Bills") that are specified on the Bill Payment Application Form or at Pacific Direct Web, www.pnb.com, on its Bill Payment Section, which is an integral part of this Agreement.

Such payment should be made within 5 business days of the Bank's receipt of the monthly charges on the Authorized Bills, or within 5 business day of the due date as specified on the Authorized Bill(s) received, or within 5 business day of the due date as specified by the customer on the bill payment section of the Pacific Direct Web at www.pnb.com, when the customer received the Authorized Bill(s). The name, address, reference, amount, and account information for each Authorized Bill are detailed in the Bill Payment Application Form or on the Bill Payment Section of Pacific Direct Web.

The starting date is specified on the Bill Payment Application Form or on the Bill Payment Section of Pacific Direct Web and this authorization will last until canceled by any of us or the Bank, by giving thirty (30) days written notice.

The Bank shall make payment by check, wire transfer or other electronic means deemed appropriate, directly to the issuer of each Authorized Bill (the "Supplier"). The payment shall make reference to identify me (us) as the paying party. Transmission of payment by the Bank to the Suppliers constitutes full compliance of the instructions contained herein. I (we) understand the possibility that the Bank may make some error, omission or duplicate payment in the compliance of these instructions or that the Bank may not be able to effectuate payment within the time prescribed. I (we) agree to indemnify the Bank for any liability it may incur to a Supplier or others as a consequence of these instructions. In no event shall the Bank be responsible for any loss, claim, liability, damage or other amount arising in any way, directly or indirectly, from any error, failure, or delay in the performance of any of the Bank's obligations caused by natural disaster, fire, war, strike, error in or inoperability of communication equipment or lines, or any other circumstances that are beyond the Bank's reasonable control.

When the customer receive the Authorized Bill(s), the customer have the obligation to register the originator of the Authorized Bill(s) on the respective Bill payment section of the Pacific Direct Web at www.pnb.com, including the name, address, amount to pay, reference, account information and any other information required for the bank to effect the payment at least within 5 business days from payment date.

When Pacific National Bank receive the Authorized Bill(s) and present them to the customer through an image format on the bill payment section of the Pacific Direct Web at www.pnb.com, the customer is obliged to instruct the Bank when and how much to pay the Authorized Bill(s). The bank will pay these images presented Authorized Bill(s) only and only if the customer instruct to do so, otherwise will not be paid, with no liability to the Bank.

I (we) understand that, from time to time, the Supplier may: sell the servicing of the collection of Authorized Bills to a third party; transfer such servicing to a third party; or change the administration of the servicing to a third party. The Bank is authorized to pay the Authorized Bills regardless of whether the identity of the Supplier has changed and without liability to the Bank.

I (we) also understand that the Bank has no responsibility whatsoever in reviewing the Authorized Bills from the Supplier prior to making the corresponding payment. I (we) agree to be fully responsible to pay all charges of the Suppliers, regardless of whether such charges relate to charges which I (we) did not authorize. I (we) agree immediately to notify the Bank in writing at Pacific National Bank, Attention Bill Payment Department, 1390 Brickell Avenue, Miami, Florida 33131 or to Bill Payment Center, P.O. Box 013328, Miami Florida 33101-3328, or through the Bill Payment Section of Pacific Direct Web; and to notify the Supplier if any credit card issued to me (us) by the Supplier is stolen or lost or regarding any charges on the credit card which I (we) claim are not authorized. I (we) agree that only I (we), and not the Bank, shall be responsible directly to resolve discrepancies in charges billed to me (us).

I (we) understand that the Bank is not obligated to comply with these payment instructions if there are not sufficient funds in the Bank Account to pay the Authorized Bills. I (we) commit to maintain sufficient funds in the Bank Account to effectuate such payments. In case there are not sufficient funds in the Bank Account to make such payments, I (we) authorize the Bank to take any of the following steps in order to make payments of the Authorized Bills: to transfer the necessary funds from my (our) other accounts maintained at the Bank to the Bank Account; or to draw upon any security deposit I (we) may have delivered to the Bank; or to extend to me (us) overdraft credit, as provided in this authorization. I (we) understand that the Bank has no obligation to extend any overdraft credit.

I (we) agree that, if the Bank's payment of Authorized Bills results in an overdraft of the Bank Account, and unless the Bank utilizes my (our) funds transferred from another account I (we) maintain at the Bank or from any security deposit that I (we) may maintain at the Bank, the Bank shall be making a loan to me (us), which I (we) shall fully repay to the Bank upon its demand. I (we) will pay the Bank interest, on only the amounts of any overdraft which the Bank funds in order to pay all or any Authorized Bills, at the rate of not less than 15% per annum or any higher rate as is established by the Bank and which is subject to change without prior notice. I (we) will also pay the Bank its customary charges for each payment of all or any Authorized Bill that is made on an overdrawn Bank Account. The amount of credit extended by the Bank to me (us) shall be solely evidenced by the Bank's records which I am (we are) entitled to review and shall be fully repaid not more than 30 days from the date of the Bank's payment that is made on an overdrawn Bank Account.

For each originator of the Authorized Bill(s) that the Bank is authorized to pay, the customer will specify the type of Bill Payment service it requires:

1. Bill managed by Pacific National Bank: The Bank received the Authorized Bill(s) and is authorized to pay as received.
2. Bill Managed by Customer: Customer received the Authorized Bill(s) and through the www.pnb.com authorized PNB to pay.
3. Bill Presentment: PNB received the Authorized Bill(s) and present on an image format to the customer, for the customer to authorized PNB to pay or not.

In consideration of this Agreement, the Bank is hereby authorized to pay up to the maximum amount I (we) have indicated as to each Authorized Bill in the Bill Payment Application Form or on the Bill Payment Section of Pacific Direct Web. As specified on the Bill Payment Application Form or on the Bill Payment Section of Pacific Direct Web, the Bank is also authorized to do any of the following:

- (a) SEND to me (us) at my (our) account mailing address, the paid statements of the Authorized Bills, together with the debit records for payments made from the Bank Account; or
- (b) RETAIN all correspondence related to such payments. I (we) agree to review, at least semiannually, the paid statements of the Authorized Bills; or
- (c) PUBLISH the names of all Suppliers and the date and amount of each Authorized Bill paid to such Supplier on the Bill Payment Section of Pacific Direct Web.
- (d) EMAIL to me (us) at the email address specified by me (us) the paid statement of the Authorized Bill(s)

This Bill Paying Service is rendered at my (our) request. I (we) agree to pay the Bank a minimum charge as established in the Bank's Products and Services Brochure which are subject to change without prior notice, plus the cost of postage, if applicable. The Products and Services Brochure is also published at www.pnb.com.

The Products and Services Brochure, in which Regulation E, Electronic Funds Transfer, is specified, has been delivered to me, together with a copy of the Bill Payment Application Form.

The Bill Paying Service Agreement between me (us) and the Bank is a Florida contract. The rights, obligations, and liabilities of me (us) and the Bank hereunder shall be subject to and determined by the applicable laws of the United States of America and of the State of Florida, and the rules and regulations of the applicable bank regulatory authorities.

The Bank may amend, rescind or change the terms and conditions of this Bill Paying Service Agreement at the Bank's discretion by posting written amendments in its banking offices or by amendments to the Bank's Products and Services Brochure, copies of which are available at the Bank's Head Office or are published at www.pnb.com.