

FineMark National Bank & Trust

Electronic Document Agreement

DEFINITIONS

In this Agreement, the following definitions apply:

- “Account(s)” mean bank and/or loan accounts at FineMark National Bank & Trust.
- “Communication” means each agreement, disclosure, notice, fee schedule, statement, record, document, marketing material and other information or communications (i) regarding your accounts, services, and products, the use of our websites or other electronic services, your relationship with us, and/or other programs, products, or services that are or may be in the future made available to you, or (ii) that you sign, submit, or agree to at our request.
- “Electronic Means” means any digital, wireless, or other electronic means, either now or in the future, including by using the internet, through messaging services, and through our website or mobile applications.
- “We”, “our”, “us”, and “Bank” means FineMark National Bank & Trust.
- “You” and “Your” mean the owner(s) and/or signer(s) authorized by FineMark National Bank & Trust to receive electronic delivery of Account documents under this Agreement.

AGREEMENT

This Agreement outlines the terms governing your receipt of any Communications we provide to you via Electronic Means for your Account(s) at FineMark National Bank & Trust.

The frequency of the Communications are outlined in the separate account agreements you received when you opened your Account(s). By accepting this Agreement, whether through electronic signature or through your handwritten signature, you are agreeing to all of the terms and conditions below. Your acceptance of this Agreement through Electronic Means is your electronic signature, and it has the same legal effect as a handwritten signature.

The terms and conditions of the account agreements and disclosures for each of your Account(s) (“Terms and Conditions”) as well as your other agreements with FineMark National Bank & Trust will continue in effect unless contradicted by this Agreement, in which case, this Agreement will prevail as to the subject matter set forth herein.

CONSENT TO ELECTRONIC DOCUMENTS

By entering into this Agreement, you are consenting to receive all future Account Communications, including periodic statements and tax forms, electronically either (i) through the email address you provide to the Bank, or (ii) by other Electronic Means as set forth in other agreements we may have with you, as updated from time to time. This includes, but is not limited to:

- Account statements and transaction histories
- Tax forms (e.g., 1099 forms)
- Legal and regulatory disclosures and notices
- Agreements and contracts
- Fee schedules and changes in terms
- Any other information related to your accounts, services, or products

You agree to notify the Bank immediately of any change in your email address in person, by contacting your relationship manager, or by emailing us at clientservice@finemarkbank.com. You may request a paper copy of a periodic statement within 60 days from the date your electronic statement is made available to you at no additional cost.

You agree that FineMark National Bank & Trust will not be required to send you paper documents through the mail to your mailing address on record. We may, in our sole discretion, provide you with any Communication in paper, sent to your mailing address on record, even if you have chosen to receive it electronically.

If you do not consent to receiving all future Communications electronically, paper copies of such Communications, including tax forms, will be mailed to you at your address on record.

SECURITY AND CONFIDENTIALITY

You agree to protect the information about your Account(s), including the account numbers and your personal identification numbers that provide you access to your Communications through Electronic Means.

Per the Terms and Conditions applicable to your Account(s), you agree to promptly examine your Communications, including periodic statements, when they are made available to you. You understand that your identification information and personal identification numbers and Account numbers together or apart may allow unauthorized access to your Account information.

Data transferred through email documents is not encrypted. The internet is not secure, and data transmitted and emails could be viewed or monitored by others. We cannot and do not warrant against this.

COMMUNICATIONS BETWEEN FINEMARK NATIONAL BANK & TRUST AND YOU

You may contact us via email, in person, through the mail or by telephone regarding your Account(s) to update your contact information or to request paper copies of any of your forms. Paper copies will be provided at no additional cost. After consenting to this Agreement, you may still set your preferences to receive certain categories of Communications in (1) paper format only or (2) electronic format only. Note that setting your Communications preferences may not be available for all products, accounts, or services.

- Regarding your bank account(s) or tax forms: clientservice@finemarkbank.com
- Regarding your loan account(s): loanclientservicing@finemarkbank.com

FineMark National Bank & Trust
8695 College Parkway, Suite 100
Fort Myers, FL 33919
877-461-5901

HARDWARE AND SOFTWARE REQUIREMENTS

To receive Communications via Electronic Means, you must have:

- a connection to the internet,
- a personal computer or other device that is capable of accessing the internet,
- an internet web browser capable of supporting 128-bit or better encryption, like Microsoft Edge or Google Chrome,
- an active email address, and
- software that allows you to receive and view files and documents in Portable Document Format (“PDF”). Adobe Acrobat Reader is an example of such software.

It is recommended that you use the latest version of your web browser and PDF software. Your access to this page verifies that your system/device has the necessary hardware and software to permit you to receive and access PDF files.

Please save your statements and tax forms. We may make certain tax forms available electronically only for a limited time. Typically, most tax forms are available from January 31st until October 15th of that same year. Some tax forms may be available electronically for a longer period. Further, some tax forms provided via Electronic Means may need to be printed and attached to a federal, state, or local income tax return.

CHANGE IN TERMS

We reserve the right to change or amend this Agreement from time to time and provide notice of it to you through email or the mail to your mailing address on record.

TERM

This Agreement will become effective upon your acceptance and will remain in effect until terminated by either you or us as set forth herein. This Agreement will apply to all Communications relating to any Bank product or service, including future products and services.

YOUR RIGHT TO TERMINATE

You may, at any time, terminate your use of the electronic document service and resume mailing of paper documents by notifying FineMark National Bank & Trust through email, through the U.S. mail or by telephoning FineMark National Bank & Trust at:

FineMark National Bank & Trust Main Office
8695 College Parkway, Suite 100
Fort Myers, FL 33919
877-461-5901
Opt-out@finemarkbank.com

OUR RIGHT TO TERMINATE

We may, at our discretion, cancel your ability to access our services at any time and for any reason by providing notice to you through email, the U.S. mail or by telephone.

APPLICABLE LAW

You acknowledge and agree that your consent to this Agreement is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act") and the Florida Electronic Signature Act, and that you and we both intend that the E-SIGN Act and the Florida Electronic Signature Act apply to the fullest extent permitted by law.

RETAIN COPIES FOR YOUR RECORDS

We recommend that you print or download and save a copy of this Agreement and all other Communications to retain for your permanent records.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Communications provided by Electronic Means, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other Account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Account(s) and any other Bank products or services.