

**First Northern Bank and Trust Co.
Business
Online Banking
Application**

Company Name		Tax ID:	
Address	City	State	ZipCode
Contact Name		Title	
Phone #	Email Address		Fax #

Please select the following services for Online Banking:

Option A

- Inquiry (including images)
- Transfers
- Bill Pay – Bill Pay Checking Account - _____
- Stop Payment
- OFM (Online Financial Management)

Option B – The above checked items plus the following:

Charge Fees To Account:

- ACH _____
- Wires – Wire Limit _____

Option C – The above checked items plus the following: (Enhance Security Service)

- Single Sign On **or** Secure Token with Single Sign On - # of Tokens

I understand that there are fees for these services and I authorize First Northern Bank and Trust Co. to charge my account for these fees. To learn more about the Secure Token / Single Sign-On enhance security service and associated fees, see our website @1stnorthernbank.com or stop by any one of our branches and pick up a brochure.

I certify that the information provided is true and correct. I authorize First Northern Bank and Trust Co. to verify any information included in this application. I have read the attached First Northern Bank and Trust Co. Online Banking Agreement and agree to the terms and conditions of the First Northern Bank and Trust Co. Online Banking Agreement.

Signature of Authorized Signer

Date

Online Banking ID Number _____

Cash Management Services Agreement

This CASH MANAGEMENT SERVICES AGREEMENT is made and entered this ___ day of _____, by First Northern Bank and Trust Co. (herein referred to as "FNB"), a corporation chartered in the state of Pennsylvania, and _____ (the "Customer").

WITNESSETH:

WHEREAS, the Customer has requested FNBT provide certain Internet based cash management services to the Customer as herein described; and

WHEREAS, FNBT desires to provide such services to the Customer on the terms and condition herein described.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

General

The cash management services to be provided by FNBT to the Customer, consists of an Internet banking program also known as FNBT Online Banking and all related materials and documentation (collectively herein the "Program") that permits the Customer to obtain and conduct certain activities with FNBT. Such activities include the ability to obtain certain account balance information, to initiate electronic funds transfer services, to initiate ACH transactions, to initiate stop payment requests, and generally perform other account reporting functions as provided by the Program, now or in the future, all by means of a personal computer via the Internet (collectively the "Services"). Services are provided by FNBT for access and use by Customer.

Term

This Agreement is effective from the date on agreement and will remain in force until termination. This Agreement will be terminated (i) upon thirty (30) days prior written notice by either party to the other, (ii) upon termination of the Account relationship between the parties, (iii) failure of the Customer to comply with the terms and conditions of this Agreement or (iv) any other event which causes FNBT to be unable to provide the Program to the Customer. The provisions of this Agreement protecting the proprietary rights of FNBT's vendor, and FNBT will continue in force after termination.

DISCLAIMER OF WARRANTY

FNBT MAKES NO WARRANTIES WITH RESPECT TO THE PROGRAM NOR DOES FNBT WARRANT THAT THE PROGRAM WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. NEITHER FNBT NOR ITS INTERNET BANKING VENDOR, MAKES ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE PROGRAM. FNBT AND ITS INTERNET BANKING VENDOR, DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Fees

Customer agrees to pay the fees for access to and use of the Program at the rates specified by FNB's Fee Schedule provided to the Customer. FNBT may change the fees charged to the Customer any time during the term of this Agreement by publishing a new Fee Schedule on its Internet WEB site or by mailing a notification of change or posting a notice of change in our lobbies. FNBT may deduct all fees due from any account of the Customer at FNBT.

Account

The Customer will maintain with FNBT at least one demand deposit account (the "Account(s)") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Program. In addition to the terms of this Agreement, the Account will be subject to a separate Depository Agreement. Unless FNBT otherwise requires the Customer to maintain collected funds, the Customer agrees to maintain sufficient available funds in the Account(s) to support any transaction initiated under the Program and to cover any fees the Customer is obligated to pay under this Agreement. If at any time there are not sufficient collected funds in the Account to cover all outstanding transactions and other payment obligations of the Customer under this Agreement, Customer agrees to immediately pay FNBT, on demand, the amount of any deficiency in such

outstanding transactions and obligations. FNBT may, without prior notice or demand, obtain payment from Customer for any of its obligations under this Agreement by debiting any account of the Customer at FNBT.

Authorization

The Customer will provide to FNBT properly executed authorizations from Customer, in a form acceptable to FNBT, identifying by name and title the officers of the Customer who are authorized to sign this Agreement and perform the obligations of the Customer under this Agreement. From time to time hereafter, the Customer may identify other persons who are authorized to provide instructions or directions to FNBT, to sign any document or instruction on behalf of the Customer relating to this Agreement, and to take any action on behalf of the Corporation, provided, however, that FNBT may rely upon, as authentic and duly authorized, any written or other communication from any person purporting to be an officer of the Corporation or other representative of the Corporation regardless of whether the Corporation will have provided to FNBT any evidence of such person's authority.

Account Reconciliation

All transactions which result in a Debit or Credit to the Account initiated by the Customer under the Program will be reflected on the Customer's monthly account statements. The Customer will notify FNBT, within thirty (30) days after the delivery of the account statements by FNBT of any discrepancies between the account statements and the Customer's records of transactions initiated through the Program. Failure of the Customer to notify FNBT within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against FNBT by reason of such discrepancies.

ACH Transfers

The Customer acknowledges that the ACH feature of the Program is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network. Without limitation of any other provision of this Agreement, the following provisions will govern the acceptance and liability for all ACH Transfer requests initiated in connection with the Program.

SEE ACH AGREEMENT

Wire Transfers

The Customer acknowledges that the Wire Transfer feature of the Program is an alternate entry system for issuing wire transfer orders between the Customer and FNBT. Without limiting any other provisions of this Agreement, the following provisions will govern the acceptance and liability for all Wire Transfer requests:

Initiating Transfers

The Customer may direct FNBT to transfer funds under the Program ("Funds Transfer Request") from any of the Customer's accounts at FNBT to any other account with FNBT or to an account at another financial institution, other than a Bank or financial institution located outside the United States, in accordance with the terms and conditions stated in this Agreement. FNBT will accept Funds Transfer Requests during the normal business hours of FNBT, which hours may be changed from time to time by FNBT in its sole discretion.

Honoring Transfers

FNBT will be under no obligation to honor, either in whole or in part, any Funds Transfer Request: (a) which exceeds the Customer's collected available balance in the Customer's account from which the Customer wishes to transfer funds; (b) which is not in accordance with any other written agreements between the Customer and FNBT; (c) which is not in accordance with the current published Depository Agreement of FNBT; or (d) which is not in accordance with this Agreement. Notwithstanding the foregoing, FNBT, in its sole discretion and without any obligation to do so, may choose to honor a Funds Transfer Request which may be drawn on uncollected funds or which will result in an overdraft in the Customer's account with FNBT, and in such instance, the Customer will be liable to FNBT for the amount of such uncollected funds drawn upon or such overdraft plus any additional charges and expenses as provided by the current Depository Agreement and Fee Schedule affecting such account, including reasonable attorney's fees and costs of collection, if applicable. FNBT's election to honor any such Funds Transfer Request will not affect FNBT's right to refuse to honor anyone or more subsequent or other Funds Transfer Requests.

Execution

FNBT will execute any properly authorized Funds Transfer Requests, if accepted, on the date transmitted under the Program, provided such requests are initiated through the Program before 2:00 p.m. Eastern Standard Time, or such other cutoff time as FNBT may hereafter establish ("Cutoff Time"), on a business day for FNBT, the Funds Transfer System and the receiving financial institution. "Funds Transfer System" for the purpose of this Agreement will mean the wire transfer network through which a Funds Transfer Request will be transmitted to the receiving financial institution. Funds Transfer Requests initiated after the Cutoff Time will be executed on the next business day for FNBT, the Funds Transfer System, and the receiving financial institution. In executing any Funds Transfer Request, FNBT may utilize such means of transmission and such Funds Transfer System as FNBT at its sole discretion selects. FNBT may also, at its sole discretion, select the order in which to execute multiple pending Funds Transfer Requests.

Authorization to Charge Account

Upon receipt of any Funds Transfer Request initiated under the Program, the Customer authorizes FNBT to charge the Customer's accounts in the amount of the Funds

Transfer Tracing

If the Customer requests, FNBT will endeavor to trace any Funds Transfer Request executed by FNBT on behalf of the Customer in order to verify that the beneficiary received the transferred funds. In order to perform the trace, the Customer will provide FNBT with such information as FNBT may request, including the date and reference number of the Funds Transfer Request.

Additional Information

The Customer will provide to FNBT any information FNBT may reasonably request in connection with any Funds Transfer Request and the performance of this Agreement. Failure to provide such information within a reasonable time after requested by FNBT will relieve FNBT from any liability or loss which might arise by reason of failure to provide such information.

Stop Payments

The Customer acknowledges that the Stop Payment feature of the Internet banking system is an alternate entry system for issuing stop payment orders between the Customer and FNBT. When the Customer elects to execute stop payment requests through the Internet banking system, the Customer agrees to indemnify and hold FNBT harmless for all costs, expenses or damages which FNBT may incur or suffer in connection with or arising from refusing payment thereof, or efforts to stop payment thereof, and further agrees that FNBT will not be held liable on account of payment thereof contrary to such request if such payment occurs through inadvertence, oversight, mistake or accident, or if by reason of such payment, other items drawn by the Customer are returned because of insufficient funds. In complying with the stop payment request, FNBT's duty will extend only to the exercise of good faith and ordinary care.

Prior to requesting a Stop Payment, it is the responsibility of the Customer to first verify that the item has not already been posted to their account. If a stopped item has already been paid prior to FNBT's entry of the request, then FNBT will not be liable for any loss incurred by the Customer arising from the event.

The Customer further agrees that FNBT will be obligated to honor the stop payment order only if received at such time and in such manner to afford FNBT a reasonable opportunity to act on said order. If an immediate response is required, the Customer should execute the stop payment request by speaking to company personnel by phone or in person.

Any stop payment request received through the Internet banking system is only binding upon FNBT for fourteen (14) calendar days and thereafter must be confirmed in writing by an authorized signer on the applicable account of the Customer, which will be effective for six (6) months. Revocation of the stop payment order must be in writing.

Unauthorized Access and Security Procedures

The Customer will be solely responsible for protecting against unauthorized access to the Internet banking system's administrative functions and personal computers or networks used to access this system and any and all losses and damages arising from any unauthorized access to the Internet banking system. The Customer will establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer will make such procedures and security features known only to those authorized representatives of the Customer who will use the Program. FNBT will have no obligation, liability or control, either directly or indirectly over said procedures or the failure of Customer to maintain said procedures. The Customer will be solely responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to FNBT, provided, however, FNBT will not be responsible for verifying the authenticity of any person claiming to be a representative of the Customer or the authenticity of any instruction, direction or information provided to any said person. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Program will be deemed to have been authorized by the Customer, and FNBT will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

Records Retention

The Customer will retain a record of all data transmitted in connection with the Internet banking system in effect for any required retention period under the Rules and applicable state or federal law.

Indemnification

The Customer will defend, indemnify and hold harmless FNBT against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by FNBT under the Program; (ii) any breach of the provisions of this Agreement or the Rules; (iii) any request for stop payment; (iv) any dispute between the Customer and any third party in connection with the use of the Program; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this Section will survive termination of this Agreement.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL FNBT OR ITS INTERNET BANKING VENDOR, BE LIABLE TO THE CUSTOMER FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM AND DOCUMENTATION, OR FOR ANY CLAIM BY ANOTHER PARTY. FNBT'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH ACH AND WIRE TRANSFERS ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. FNBT WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF FNBT HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY CUSTOMER ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY FNBT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FNBT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF FNBT'S ACT OR OMISSION. FNBT WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE CUSTOMER'S EMPLOYEES, OFFICERS OR AGENTS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY ACH OR FUNDS TRANSFER REQUESTS;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN FNBT AND THE CUSTOMER OR BETWEEN FNBT AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE FNBT'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST FNBT UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Notices

Unless otherwise stated herein, all notices required by this Agreement will be sent by prepaid certified mail, return receipt requested and will not be deemed to have been given until received by the other party. Until either party

hereto advises the other party of a change in how notices will be addressed, all notices will be sent to addresses below:

First Northern Bank and Trust Co.
Attn.: Online Banking Department
P.O. Box 217
Palmerton, PA 18071

To the customer, at the address as stated on this agreement or as amended by customer from time to time.

Entire Agreement; Severability

This Agreement together with all exhibits, schedules and attachments hereto, the Depository Agreement and the ACH Agreement (as incorporated herein or as provided to the customer) represent the entire agreement and understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions will remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Agreement and any present or future statute, regulation or governmental policy to which FNBT is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy and FNBT will incur no liability to the Customer as a result of such violation or amendment.

Assignment; Sublicense

Customer agrees not to assign, transfer or dispose of its rights and obligations under this Agreement and not to further sublicense, assign or transfer the Program, except as expressly provided in this Agreement.

Governing Law

This Agreement is governed by the laws of the State of Pennsylvania (except to the extent Federal law governs the copyrights and trademarks of FNBT's Internet banking system provider and its successors or assigns).

Amendment and Modification

This Agreement may not be amended or modified except by a written instrument signed by both the Customer and FNBT.

Signatures

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms and conditions

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

First Northern Bank and Trust Co. (FNBT)

FNBT By: _____

Title: _____

"CUSTOMER" - President / Owner

Signature: _____

By:

Date: