

GOVERNMENT REQUIRED NOTICE



First Fidelity Bank Member FDIC

Important Information About your Deposit Accounts with First Fidelity Bank Formerly Sunrise Bank of Arizona

CONSUMER DEPOSIT ACCOUNT AGREEMENT

General Agreement. The terms "you" and "your" refer to the depositor (whether multi-party or single-party) and the terms "we" "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand the following Account Agreement ("Agreement") governs your account with us along with any other documents applicable to your account, which includes the Truth In Savings Account Disclosure and the Privacy Policy, and where applicable, the Funds Availability Policy and the Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference.

General Rules. The following rules apply to all types of accounts:

1. Deposits. Deposits may be made in person or by mail. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit return of deposited items or for any damages resulting from any of those actions.

3. Set-offs and liens. We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a multi-party account, we may off set funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

4. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

5. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

6. Dormant Accounts. You understand that if your account is dormant, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

7. Multi-Party, Pay on Death, Fiduciary and Custodial Accounts. You acknowledge that if your account is set up as a multi-party, pay on death, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

8. Single-Party Accounts. If the account is noted as a single-party account, at the death of the individual, ownership of the funds remaining in the account will pass to the individual's estate. If the account is noted as a single-party with pay on death designation, upon the death of the party, ownership passes to the pay on death beneficiary(ies) and will not be part of the deceased party's estate.

9. Multi-Party Accounts. If the account is designated as a multi-party account, the parties own the account in proportion to net contributions unless there is clear and convincing evidence of a different intent. If the account is designated as a multi-party with right of survivorship, upon the death of one of the parties to the account, ownership passes equally to the surviving party(ies) as his or her separate property and estate. However, if one of the surviving parties is the spouse of the deceased party then the ownership interest of the deceased party passes to the surviving spouse. Upon the death of the last party of a multi-party account, ownership of the proceeds of the account passes over to the deceased party's estate. If the account is designated as a multi-party without right of survivorship, upon death of party, the deceased party's ownership interest passes as part of the deceased party's estate. Upon our written notification of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If the account is designated as a multi-party with right of survivorship and pay on death, upon the death of the last surviving party, ownership passes to the pay on death beneficiary(ies) and is not part of the last surviving party's estate. In the case of an account where more than one beneficiary is named on the account, the beneficiaries shall share equally in the funds of the account, and we may pay all of the account funds to any of the beneficiaries.

If this account is a multi-party account between two parties authorized by law to hold community property together, the following community property rules apply: If the account is noted as a multi-party account with right of survivorship, this account will be in the name of the

parties who intend to fund the account with community property and hold the property with right of survivorship. Upon the death of either party, the property will vest in and belong to the surviving party. If the account is noted as a multi-party account without right of survivorship, this account will be in the name of the parties who intend that all property in the account, including earnings, be held as community property without right of survivorship. Upon the death of either party, one-half of the property will vest in and belong to the surviving party, and the other one-half of the property will vest in and belong to the estate of the deceased party. All deposits of a multi-party account are the property of the person(s) indicated on the account and we may release an or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on the account if ordered to do so by a court of law.

10. Pay on Death Account. If this account is noted as a Pay on Death account, you may change the named beneficiary(ies) at any time by a written direction to us.

11. Custodial Account. A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfer to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

12. Agency (Power of Attorney). If you wish to name an agent to act as your attorney-in-fact or agent in connection with your account, we may use the form of appointment found on the signature card or some other appropriate form. Agents may make account transactions for parties but have no ownership or rights at death unless named as pay on death beneficiaries. If you have designated that the agent shall continue to have power after your disability/incapacity, the agents authority survives your disability/incapacity. The agent may act for a disabled/incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability/incapacity, the agent's authority extinguishes upon your disability/incapacity. Death of the sole party or last surviving party terminates the authority of the agent.

13. Fees, Service Charges and Balance Requirements. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

14. Non-Sufficient Funds. If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, and, if applicable, to any overdraft protection plan you have consented to in writing with us. Regardless, our handling of the item may subject your account to a fee. We will process checks and other debit items in the order identified in your Truth In Savings disclosure.

15. Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

16. Notices. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

17. Closing Account. We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

18. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

19. Applicable laws and Regulations. You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

20. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed

in accordance with and governed by the laws of the state where we are located. **International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

21. Stop Payments. If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future stop payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

22. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

23. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

24. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for, are limited to actual damages not to exceed the amount of the check.

25. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

26. Statements. If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail, or otherwise make the statement available to you, of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

27. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security of any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

28. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

29. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

1. Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

2. Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

3. Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice

from you of your intent to withdraw any funds from your account.

MONEY MARKET ACCOUNTS and Savings Accounts

In addition to the General Rules, your Money Market Account or Savings Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

2. Access Limitations. You understand that we will not allow more reauthorized transfers than the maximum number specified in the Disclosures. The Disclosures will also specify the maximum number of checks that may be written on your account per month. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks, or convert the account to a checking or other transaction account if these restrictions are violated.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

In addition to the General Rules, your Certificate of Deposit ("Certificate") may be subject to the following:

1. Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

2. Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

3. Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

4. Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

5. Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate after the maturity date, or within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

6. Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

DEPOSIT ACCOUNT AGREEMENT ADDENDUM

This Deposit Account Agreement Addendum supplements the General Rules and forms a part of that certain Deposit Account Agreement between you and us with respect to the following:

31. Night Deposits. This section governs deposits you make in our night depository facility. By making a deposit in our night deposit facility, you agree to these terms. If you are a commercial account holder, you may request a key(s) to use our night depository facility. If you lose the key(s), you will reimburse us for the replacement cost of the key(s). We will at our sole discretion determine the cost of any replacement key(s). On our request, you will immediately return to us all key(s) received from us. We may also sell you locking pouches, zipper bags or clear plastic bags.

Method of Deposit. Each deposit you place in the night depository facility will be in a securely locked or sealed pouch. The pouch must only be used for the deposit of money, checks, drafts or other like items and is not to be used for any dangerous or unlawful purpose by you. You will not place items in the night depository without first locking or sealing them along with itemized lists of the contents, copies of which you will retain. If you deposit an envelope, pouch or loose items in the night depository, you do so at your sole risk to the extent permitted by law.

Claim of Pouch Before Processing. We may remove the pouch(es) from the night depository and hold it for you. On our next banking day following the night of deposit, either you or your authorized representative will appear at our premises, to identify and claim the pouch in the manner required by us. You or the authorized representative may then open the pouch and credit the contents to any account that you hold with us. If you send an authorized representative to pick up the pouch, you do so at your sole risk to the extent permitted by law. No relationship of debtor or creditor shall arise between us and you until such deposit shall have been made in our usual manner and the credit entered in your account. If you do not claim the pouch within 5 banking days after we find it in the night depository, we may place the pouch in storage facilities at your sole risk. Alternatively, we may forcibly open the pouch in the presence of two of our employees, remove the deposit and credit to your account the amount actually received, in accordance with our Funds Availability Policy. You will be liable to us for any fees that we charge for depository storage and for any other costs that we incur due to your failure to claim the pouch.

Opening and Processing of Pouch. We will open the pouch you placed in the night depository on our next banking day following the night of deposit. The pouch should contain a deposit slip that you have completed and correctly list the money, check, draft, or other items included in the deposit. We will verify the deposit and credit to your account the amount of the deposit we actually received, in accordance with our Funds Availability Policy. If there is any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, we will notify you of such discrepancy. No relationship of debtor or creditor shall arise between you and us until we open the pouch and credit the deposit to your account. We will only be liable for the deposit actually received and credited to your account. After the contents of the pouch are processed, you or your authorized representative may pick up the pouch. If you send an authorized representative to pick up the pouch, including any change orders, you do so at your sole risk to the extent permitted by law.

Conclusive Verification of Deposit by Us. The joint findings and records of any two of our employees as to the presence or absence of any pouch in the night depository and as to the contents of the pouch, shall be conclusive and binding on you.

Liability. You agree that use of the night depository is at your sole risk to the extent permitted by law. We will not be responsible for any loss or damage sustained by you in the use of the night depository resulting from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by our gross negligence. We will not be liable for damages resulting from causes beyond our control. We will not be liable for any losses caused by your authorized or unauthorized representative.

Contents Not Insured. In no event will we be an insurer of the contents of the pouch(es)

deposited by you in the night depository.

Transfer and Assignment. Your right to use the night depository will not be assigned or otherwise transferred by you without our prior written consent.

Attorney Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving night depository services and you authorize us to deduct any such loss, costs or expenses from any account held with us without prior notice to you. This obligation includes disputes between you and us involving the services and situations where we become involved in disputes between you and an authorized or unauthorized representative. It also includes situations where you or an authorized or unauthorized representative take action with respect to the services that causes us, in good faith to seek the advice of counsel, whether or not we actually become involved in a dispute.

CHECKING ACCOUNT WITH SUBACCOUNTS

This provision only applies to your account if it is a transaction account, such as a checking or a NOW account. Your account consists of two subaccounts: A checking subaccount and a savings subaccount. The checking subaccount is your transaction account. We may use either a savings account or money market account as your savings subaccount.

If the amount of money in your checking subaccount exceeds a certain threshold amount, we will transfer the amount above the threshold amount into your savings subaccount. We will make this transfer at the beginning of each monthly statement period. We determine the threshold amount in our sole discretion. If on any day the daily beginning balance in your checking subaccount is less than the total of the new debits (such as checks and other withdrawals), then money will be automatically transferred from your savings subaccount back to your checking subaccount. The amount transferred back to the checking subaccount will be the total of the debits minus the daily beginning balance, but will not exceed the amount of money in the savings subaccount. If six transfers from the savings subaccount to the checking subaccount occur during any statement period, then the entire balance of the savings subaccount will be transferred to your checking subaccount for the remainder of that statement period.

The transfers between the subaccounts will occur only on our books and will not affect the balance, interest, fees, or features of your account. Other than as described above, the Deposit Account Agreement controls your account as if there were no subaccounts.

FUNDS AVAILABILITY POLICY

Purpose of this disclosure

The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the client and the terms "our"/"we"/"us" refer to First Fidelity Bank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

AVAILABILITY SCHEDULE

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

HOLDS ON OTHER FUNDS FOR CHECK CASHING

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and we decided to delay availability on the deposit.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited and we decided to delay availability on the deposit.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$200.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,000 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from

a deposit right away, you should ask us when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of deposit. Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

FOREIGN CHECKS

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the second Business Day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

All ATMs that we own or operate are identified as our machines.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

For purposes of this Disclosure and agreement the terms "we", "us" and "our" refer to First Fidelity Bank. The terms "you" and "your" refer to the recipient of this Disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This Disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your First Fidelity Check Card at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by First Fidelity Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF FIRST FIDELITY CHECK CARD

If you have received an electronic fund transfer card ("First Fidelity Check Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

ATM SERVICES

The following services are available through use of your First Fidelity Check Card: You may withdraw cash from your checking account(s), and savings account(s). You may make deposits into your checking account(s), and savings account(s). You may transfer funds between your checking and savings accounts. You may make balance inquiries on your checking account(s), and savings account(s).

OTHER ATM SERVICES. You may change your PIN at an ATM.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your First Fidelity Check Card at our ATM terminals, you may access your accounts through the following network(s): Plus, Pulse, Visa, and Transfund networks.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS

You may use your First Fidelity Check Card to purchase goods and services from merchants that have arranged to accept your First Fidelity Check Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your First Fidelity Check Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for First Fidelity Check Card transactions is your checking account.

In addition, your First Fidelity Check Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your First Fidelity Check Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the First Fidelity Check Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

PIN-LESS DEBIT TRANSACTIONS- Visa®. When you use your card with a Visa® logo on the Pulse, Plus, and Transfund networks network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. Transactions processed in this manner may not qualify for Visa® rewards or points as they are not processed on the Visa® network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

CURRENCY CONVERSION -Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE: Visa charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 2.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder.

SERVICES PROVIDED THROUGH USE OF DIRECT LINE 24

You may perform the following functions through use of Direct Line 24. You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts. You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Certificate of Deposit, Consumer Loan, and Commercial Loan. You may make payments on consumer loans, home mortgage loans, home equity loans, and cash reserve loans that you have with us. You may change your PIN via the telephone.

PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF FFB ONLINE

First Fidelity Bank offers its customers use of our First Fidelity Bank Online service. View FFB account history; Check the balance of your FFB Accounts; Order Checks; Transfer funds between your FFB accounts; Make stop payment requests; Reconcile your FFB accounts (using a download); Pay bills from your FFB accounts with the Bill Payment Service; Access accounts using mobile phone w/Internet Browser; Interbank (Bank to Bank) transfers.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS- FIRST FIDELITY CHECK CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$1,000.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$5,000.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER LIMITATIONS

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

Listed below are access devices that may be used to access a line of credit account, and the line of credit accounts that may be accessed. The amount of any cash advance available through use of your access device is subject to your separate agreement with First Fidelity Bank, if any. Please refer to your Line of Credit Agreement for disclosures related to such limitations.

First Fidelity Check Card: Personal Line of Credit We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your First Fidelity Check Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:- you can call us at 1-800-299-7047 to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. Call or write us at the address provided.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your First Fidelity Check Card or PIN or internet banking access code has been lost or stolen, call us at 1-800-791-2525 (24 hours a day) or write us at the address provided, or email the information to reportfraud@ffb.com. You should also call the number or write to the address listed if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY

Tell us at once if you believe your First Fidelity Check Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best

way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your First Fidelity Check Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your First Fidelity Check Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your First Fidelity Check Card or PIN and we can prove we could have stopped someone from using your First Fidelity Check Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING FIRST FIDELITY CHECK CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® Network.

If you notify us about an unauthorized transaction involving your First Fidelity Check Card, and the unauthorized transaction took place on the Visa® Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your First Fidelity Check Card. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions.

Your liability for unauthorized transactions with your First Fidelity Check Card that involve PIN-based or PIN-less debit transactions not processed by the Visa® Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF FIRST FIDELITY CHECK CARD. You agree not to use your First Fidelity Check Card for any illegal transactions, including internet gambling and similar activities.

TRUTH IN LENDING DISCLOSURE

You may be liable for the unauthorized use of your First Fidelity Check Card to access a line of credit. Please refer to your Line of Credit Agreement for disclosures related to your liability for unauthorized use.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,

Call us at:

1-800-299-7047

or write to:

First Fidelity Bank

Attn: Customer Service

P.O. Box 32282

Oklahoma City, OK 73123

or use the information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact First Fidelity Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
 - A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
 - The dollar amount of the suspected error.
- If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communication facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your First Fidelity Check Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction. There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

PERIODIC CHARGE. We may charge you a fixed monthly or annual charge for the additional

services available to you through your First Fidelity Check Card or otherwise. See the applicable schedule of fees to determine the amount of the charges.

SCHEDULE OF FEES. The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from First Fidelity Bank upon request.

DISCLOSURE OF ACCOUNT INFORMATION

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release First Fidelity Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

DEFINITION OF BUSINESS DAY: Business days are Monday through Friday excluding holidays.

AMENDING OR TERMINATING THE AGREEMENT

We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

Additional Provisions

Your account is also governed by the terms and conditions of other applicable agreements between you and First Fidelity Bank. You agree not to reveal your PIN to any person not authorized by you to access your account.

BUSINESS DEPOSIT ACCOUNT AGREEMENT

General Agreement. The terms "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal, if you are an entity eligible to open such account. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

General Rules. The following rules apply to your account:

1. Deposits. Deposits may be made in person or by mail at any time. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. Deposits may be subject to a service charge.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such item.

3. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

4. Set-offs and Liens. We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

5. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the fee schedule.

6. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

7. Dormant Accounts. You understand that if your account is dormant, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

8. Escrow, Trust, Fiduciary and Custodial Accounts. When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the

legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

9. Additional Documents to Open Account. You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

10. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

11. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required," "must be presented within 90 days" or "not valid for more than \$1,000.00."

12. Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

13. Amendments and Alterations. Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

14. Notice. You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

15. Closing Account. We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

16. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

17. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

18. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

19. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

20. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

21. Non-Sufficient Funds. If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return any such item for non-sufficient funds and may charge you a fee as provided in the Fee Schedule subject to our Overdraft Policy, and, if applicable, to any overdraft protection plan you have consented to in writing with us. Regardless, our handling of the item may subject your account to a fee. We will process checks and other debit items in the order provided to you at account opening.

22. Stop Payments. If you request us to stop payment on a check you have written, or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for 6 months. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.

23. Statements. We will provide you with a periodic statement showing the account activity. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

24. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

25. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

26. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

CHECKING OR NOW ACCOUNTS

In addition to the General Rules, your Checking or NOW Account will be subject to the following rules:

1. Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in accordance with the product terms and conditions.

2. Withdrawals. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

3. Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account held by an entity eligible to hold a NOW account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

2. Access Limitations. You understand that we will not allow more transactions (check, draft, debit card or similar order) or preauthorized transfers than the maximum number permitted by Reg. D per designated period. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks, or convert the account to a checking or other transaction account, if these restrictions are violated.

SAVINGS ACCOUNTS

In addition to the General Rules, your Savings Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

2. Access Limitations. You understand that we will not allow more preauthorized transfers

than the maximum number permitted by Reg. D per designated period. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer funds, or convert the account to a checking or other transaction account, if these restrictions are violated.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

In addition to the General Rules, your Certificate of Deposit ("Certificate") may be subject to the following:

1. Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

2. Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

3. Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

4. Early Withdrawal Penalty. We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

5. Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate after the maturity date, or within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

6. Single Maturity. Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact our customer service department.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

OVERDRAFT PROTECTION

Overdraft Protection is an automatic, discretionary privilege provided by the bank that provides you peace of mind knowing that your debit card, ATM transactions, in person transactions, ACH, transfers, wires or checks will be paid in the event you become overdrawn.

Your Overdraft Protection limit is up to \$25 during the first 90 days your account is open and then \$500 thereafter.

You have the right to decline Overdraft Protection. However, if you choose to decline Overdraft Protection, your checks will be returned unpaid, ATM withdrawals will be declined, in-person withdrawals will be denied and your debit card will be declined if your account balance is not sufficient to cover the withdrawal amount.

Important Overdraft Protection Details

1. If your account is overdrawn 45 days or longer, the bank will "charge off" your account and turn your account over for collection. The charged off account will be reported to consumer reporting agencies.

2. The \$33 Overdraft fee applies to all transactions that overdraw your account more than \$5 total. If your account is overdrawn less than \$5, there is no fee. If you are overdrawn for

7 days, you will be charged a one time \$25 fee.

3. All transactions and Overdraft fees count towards the \$500 Overdraft Protection limit.

4. The bank limits the number of overdraft fees charged to 8 per day.

5. First Fidelity Bank strongly discourages the use of the Overdraft Protection Program; however, it is a discretionary privilege that may be revoked at any time. If your overdraft privilege is revoked, you will receive written notification by mail.

6. On the day transactions are presented for payment, they are paid in the following order: ATM, Debit Card, ACH and Checks, which are paid in check number order.

Debit Card Overdraft Protection

Customers may choose to "opt in" or "opt out" for Debit Card Overdraft Protection. "Opting in" allows First Fidelity to approve one time debit card or ATM transactions up to the Overdraft Protection limit. The standard \$33 overdraft fee applies. There is no charge for an overdraft under \$5.

"Opting out" prohibits First Fidelity from paying one time debit card or ATM transactions, even if the client has Overdraft Protection. The transaction is denied at point of sale or at the ATM.

Other Products Available

Personal Line of Credit < \$5,000

Minimum: \$500 – Maximum \$5,000

Term: No term

Repayment Terms: Minimum monthly payment of \$25 or 1.50% of the outstanding principal, whichever is greater, plus accrued interest.

Payment Options: Variable payments based on your outstanding balance. Repay the principal at any time. No prepayment fee.

Advance Fee: \$5 fee for each loan advance. Automatic transfer from a FFB checking account in \$100 increments for account is an option. The Overdraft Protection of \$25/\$500 will not apply if the client has a Personal Line of Credit.

Pricing & Credit limit: The customer's rate and credit limit will be determined by the credit score.

Ready Reserve

Ready Reserve is available to all consumer and business accounts except Fresh Start Checking. Automatic transfers to cover overdrafts may be made between two designated accounts. There is a \$10 per transfer fee, however, the normal overdraft fee is waived. Transfers are in increments of \$100 and the \$10 transfer fee is charged to the account receiving the transferred funds.

CONSUMER NOTICE

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to a Checking or Saving account or to a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT FEES WILL I BE CHARGED IF First Fidelity Bank PAYS MY OVERDRAFT? Under our standard overdraft practices:

- There is a limit of \$264.00 on the total fees we can charge you for overdrawing your account per day.
- We will charge you a fee of up to \$33.00 each time we pay an overdraft.
- If your account is overdrawn for 7 consecutive days you will be charged a \$25.00 one time NSF processing fee.

WHAT IF I WANT First Fidelity Bank TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions,

- Call us at (602)912-5555
- Visit www.ffb.com
- Complete the form below and present it at any of our locations or mail it to:

First Fidelity Bank
P. O. Box 32282
Oklahoma City, OK 73123

Or fax it to: (405) 416-2266 • Or email it to: contact_us@ffb.com

_____ I do not want First Fidelity Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

_____ I want First Fidelity Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

PrintedName: _____

Date: _____

Account Number: _____

First Fidelity Bank
P.O. Box 32282
Oklahoma City, OK 73123
602-912-5555
1-800-299-7047
Contact_Us@ffb.com
www.ffb.com

FACTS

WHAT DOES FIRST FIDELITY BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depends on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and checking account information • account balances and payment history • credit scores and credit history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons First Fidelity Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does First Fidelity Bank share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	Call us toll free at 1-800-299-7047 or go to www.fib.com	

What we do	
How does First Fidelity Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with Federal law. These measures include computer safeguards and secured files and buildings.
How does First Fidelity Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or make deposits or withdrawals from your account • pay your bills or apply for a loan • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> <p>Federal law gives you the right to limit only</p>
Why can't I limit all sharing?	<ul style="list-style-type: none"> • Sharing with affiliates for everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing with non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • First Fidelity Bank NA does not share with our affiliates.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • First Fidelity Bank NA does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • First Fidelity Bank NA does not jointly market.