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DEPOSIT ACCOUNT TERMS AND CONDITIONS

General Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use your account(s), you agree to these rules. You agree that a single signature card will govern all present and future accounts on which you are an account holder. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement applies both to business and consumer (personal) accounts, except where business accounts are expressly excluded.

This agreement is subject to applicable federal laws and the laws of the state of Tennessee (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- summarize some laws that apply to common transactions,
- establish rules to cover transactions or events which the law does not regulate,
- establish rules for certain transactions or events which the law regulates but permits variation by agreement, and
- give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but any customer-initiated changes to the agreement, including changes to language on standardized bank authorization documents, will not be effective unless we agree to any variation in writing either on the signature card for your account or in some other document.

Our Relationship. The relationship between you and the bank is that of independent contractors. We act as a fiduciary only when we are the legal accountholder, such as when we are named a trustee or escrow agent.

Patriot Act Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Section 326 of the USA PATRIOT Act requires that financial institutions identify and verify the identity of beneficial owners of all legal entity customers at the time a new account is opened. The identification and verification procedures for beneficial owners are very similar to those you currently follow as individual customers. When you open an account, we will ask you to identify the beneficial owners of your company which include each individual who owns 25% or more of the company and one individual who has significant managerial responsibility for the company. You will need to provide the following for each beneficial owner: Name, Address, Date of Birth and other identification information that will allow us to identify and verify the identities of your beneficial owners. We may also ask for a driver's license or other identifying documents for each beneficial owner.

Terms. As used in this document the words "we," "our," "I," "us," and "bank" mean Financial Federal Bank. The words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

FOR CONSUMER (PERSONAL) ACCOUNTS: PLEASE REVIEW THE ARBITRATION AGREEMENT BEGINNING ON PAGE 6 OF THIS DISCLOSURE BROCHURE IN ITS ENTIRETY.

Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. You agree not to use your account(s) for any illegal purpose, including but not limited to the authorization of any unlawful internet gambling transactions.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

You also understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of

paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Each of you appoints each other person signing the signature card as attorney-in-fact for all matters involving the account, rendering each of you personally liable for the other's account activity, including but not limited to, receiving and giving notice, releasing account information, linking other accounts of a signer (even if only owned by the other signer), pledging or entering separate agreements affecting the account, stop payment orders, deposits, appointing or removing additional signers, and withdrawing funds from, charging or terminating the account.

Our liability for losses you incur in connection with your account is limited to actual damages proved that are caused by our failure to exercise ordinary care. If we make an error in your favor by excessively crediting or insufficiently debiting your account for any reason, you agree that you immediately owe us the amount in error, whether you relied on the error or not.

For business account owners, you agree to waive your rights to a jury and to punitive and exemplary damages with respect to the trial of a civil action or cross-action filed against us concerning this account. For consumer account owners, you agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all part of the arbitration agreement beginning on page 6 of this disclosure brochure. Damages for any breach of this agreement are limited to those which are direct and lie in contract, and shall exclude indirect and consequential damages. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. In return, we also waive our same rights in any such action, cross-action or claims in arbitration we may file against you. Any court action must be brought in the judicial circuit or district in which we maintain a full service branch office, within one year of the date the cause of action arose, or by such earlier time prescribed elsewhere in this agreement. Claims in arbitration, which shall be heard at a location within the federal judicial district that includes your billing address or at a mutually agreed upon location, shall also be submitted within one year of the date of the cause of action arose, or by such earlier time prescribed elsewhere in this agreement.

Deposits. Our banking offices are non-cash facilities that do not accept deposits of currency. We will give only provisional credit until collection is final for any items we accept for deposit (including items drawn "on us"). Actual credit for deposit items payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

We are under no obligation to accept any transaction for deposit to your account or for collection, and we may refuse to give value for any such item. We may restrict access to any deposit credited to your account that violates any laws of the United States, including those giving rise to OFAC sanctions.

Unless we specifically permit you to do so, you may not deposit any substitute check that has not been previously handled by a bank in the collection process. This means you cannot deposit a substitute check you create, or one that is created by another person, unless we enter into an agreement to do so. If a substitute check is received for deposit, you will be responsible for any losses you or another person suffers relating to such substitute check.

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you, although we reserve the right to refuse to accept an item that has not been properly endorsed. We may supply any missing endorsements for any item we accept for deposit or collection, and you warrant that all endorsements are genuine. Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage that occurs as a result.

With respect to each item you deposit with us, or which we give consideration, you make the following warranties to us: all necessary signatures and endorsements have been placed on the item and are genuine, including restricted endorsements for remotely deposited items such as mobile deposits, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, including duplicate presentment of the item (such as through the branch and mobile deposit), we may deduct the amount of the item from any of your accounts or otherwise collect from you this amount plus expenses.

Withdrawals. Our banking offices are non-cash facilities and you will not be allowed to withdraw currency at our office locations. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. Using the word "and" to connect the names of co-owners or co-fiduciaries in the account title (or elsewhere in account records) does not in itself require more than one of you to authorize a withdrawal. Such a restriction must be explicit. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal.

We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act.

We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In addition, we may place limitation on the account until your identity is verified.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

Ownership of Account and Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common)-is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account-No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each owner's percentage ownership in the account is determined according to state law. Ownership can vary depending on respective contributions and their sources. Because we will be unable to determine respective ownership percentages conclusively upon the death of an owner, you agree that we may pay out all or part of account funds on the instructions of either the decedent's personal representative or any surviving owner notwithstanding the absence of a right of survivorship. Our authority to make such payments shall not affect the respective rights of the decedent's personal representative and surviving owners to their proper ownership percentages of account proceeds, which they may seek to, have determined judicially. Ownership as tenants in common will not affect the number of signatures necessary for withdrawal.

Payable-On-Death Account - Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living and (3) we are not otherwise required by state law to make payment to another party. The interest of any beneficiary is subject to any offsets or claims which we could have asserted against you or your estate. If two or more of you create this type of account, you own the account jointly with survivorship. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating such an account may: (1) change beneficiaries and (2) withdraw all or part of the account funds at any time.

Business, Organization, and Association Accounts - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Fiduciary Accounts - Accounts may be opened by a person acting in a fiduciary capacity. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters. In the event that there are multiple fiduciaries (for example, co-trustees) for a single account, the funds in such an account shall be subject to withdrawal on the signature of one fiduciary, unless the contrary is noted on the signature card or other account document forming part of this agreement. Inclusion of the word "and" between the names of co-fiduciaries in the account title is not in and of itself sufficient notice of such contrary intent.

Security. It is your responsibility to protect the account number(s), access devices (such as ATM cards and debit cards) issued to you, and blank checks. Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number(s), access device(s), or blank checks could use them to withdraw money from your account without your permission. You must notify us at once if your access device(s) or blank checks have been lost or stolen.

Conflicting Demands/Disputes. If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine a person's authority to give us instructions regarding the account, we are requested by law enforcement or any similar governmental agency to freeze the account or reject a transaction or we believe a transaction may be fraudulent or may violate any law, we may in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof, in form and substance satisfactory to us, of each person's right and authority over the account and its funds; (2) require the signatures of all of you for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account, (3) request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account, (4) continue to honor items and other instructions given to us by the persons who appear as authorized signers according to our records; and/or (5) require a bond indemnifying us from any and all loss, liability, damages, costs and expenses for and on account of the payment of an adverse claim, dishonor of an item or the execution of any other order by any adverse claimant or you. We will not be liable for any delay or refusal to follow instructions that occurs as a result of a dispute or uncertainty over the ownership or control of your account. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as electronic fund transfers, may be established by law or our policy. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cut off time. A reasonable time would extend to the next business day at the same time of day on a business day we received the order. In this regard, every day is a business day except Saturdays, Sundays and federal holidays. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. Our stop-payment cut off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we certified the item). Generally, if your stop-payment order is given to us in writing, it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Amendments. We may change any term of this agreement, subject to prior notice when required by law. Notice from us to any one of you is notice to all of you. We will maintain for your inspection copies of the current agreement, rate schedules and disclosures at each bank location. We will also provide current interest rate information to you upon request. Fees, charges, and interest amount or interest rates effective during a statement period, will be indicated on the checking or savings account statement for such period. You waive further notice except for notice that may be specifically required by law. Examples of instances when advance notice is not legally required include changes in charges for replacement checks, travelers' checks and money orders. Examples of when advance notice is legally required include consumer account increases in monthly service charges and in minimum balances to earn interest or avoid service charges. If you find any changes unacceptable, you have the option of terminating this account. If you do not do so, you will be deemed to have approved and ratified the changes to the terms of this agreement.

Termination. You and we each have the right to terminate the account unilaterally, without cause. Notice is necessary to effect termination, but termination may become effective at the time notice is given. We can require seven days' advance notice of withdrawal for interest bearing accounts.

Your Duty to Report Unauthorized Signatures, Alterations, Forgeries and Other Errors. You must examine your statement of account with reasonable promptness. You agree to exercise reasonable care in examining the statement and to report promptly in writing the existence of any forgeries, material alterations or unauthorized signatures of any maker or endorser. "Unauthorized signature" includes a missing signature. We will not be liable if items were forged or altered so that the fraud could not be detected by a reasonable person exercising ordinary care. Nor will we be liable for losses due to forgery, unauthorized signatures or alterations to the extent that your negligence substantially contributed to such losses.

You may not assert a claim against us for the forgery, material alteration, unauthorized signature or unauthorized order of an item we paid in good faith, if you did not provide us written notice within a reasonable time, not to exceed 40 days after the earliest of the following: (1) we mailed a statement (or first made available an electronic record pursuant to an electronic banking agreement) containing sufficient identification of the item and (2) you first learned of the item's forgery, material alteration, unauthorized signature or unauthorized order. You may not assert a claim for a later forgery, material alteration, unauthorized signature or unauthorized order on an account if made by the same wrongdoer as an earlier forgery, material alteration, unauthorized signature, or order and if you did not provide the notice required above upon the earlier reportable instance.

You may not assert against us other types of claims concerning transactions or charges reflected, or which you believe should have been reflected in your statement unless you provide us written notice within a reasonable time not to exceed 40 days after the earlier of our mailing the statement, providing an electronic record, or your learning of the transaction or charge, except under the following circumstances: (1) an unauthorized wire transfer claim is precluded if not made within a reasonable time, not to exceed 14 days after we mailed a transfer advice or statement reflecting the transfer or, if earlier, the transfer became known to you, (2) a claim concerning electronic transfers for consumer accounts is precluded if not made within 60 days after we mailed the statement, or (3) a shorter time is prescribed by law or by a separate agreement between you and us.

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to

repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Account Transfer. This account may not be transferred or assigned without our prior written consent.

Reclamation. If the U.S. Treasury seeks reclamation or return for items or electronic transfers previously credited to your account or paid to you, we may debit your account or otherwise collect the amount sought, and you agree to indemnify us for any losses we incur.

Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If, however, the debt is the result of an award in arbitration pursuant to the arbitration agreement beginning on page 6 of this brochure, our right of setoff does not accrue until all applicable dates for appeals, to either state or federal courts or other forums, have expired. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set off does not apply to this account if prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set off.

Authorized Signer. An owner of the account may authorize another person (referred to as an "authorized signer") to operate the account and conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account and is responsible for any transactions of an authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. In Tennessee, an additional authorized signer has power of attorney with respect to the account. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until we have received written notice of the termination of authority and have a reasonable opportunity to act on that notice.

Restrictive Legends and Stale-Dated Checks. We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks. We are not obligated to, but may at our option, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere in this agreement.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account dies or are declared legally incompetent by a court of law. You agree that we may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death or incompetence of an owner, we may freeze all or part of the account, pending receipt of proof satisfactory to us of each person's right to the funds.

Check Processing. We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Order of Posting Transactions. The law permits us to pay items (such as checks) drawn on your account in any order. If more than one item is presented for payment on the same banking day, and the aggregate amount exceeds the available balance, you agree we may pay, accept, or charge them in any order we choose. We may also debit your account on or after receiving notice of an electronic fund transfer, wire order or other transaction debiting your account. Your account statement will not necessarily report credits and debits in the order in which we posted them to your account. The order in which we post your transactions may affect whether you incur fees for insufficient or unavailable funds and the number of transactions for which a fee is charged. If you want to avoid an overdraft or the possibility of one or more rejected transactions and the fees that accompany such rejected transactions, you should ensure that your account has sufficient funds to cover each of your transactions and our fees.

Cashing Items for Non-Account Holders. From time to time, a person who does not have an account with us may attempt to cash an item drawn on our bank. Our banking offices are non-cash facilities and therefore such persons will not be allowed to withdraw currency at our office locations.

ACH and Wire Transfers. This agreement is subject to Article4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which

Fedwire 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 financial 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. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Facsimile Signatures. 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 the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. We may refuse any check drawn upon your account if we are not satisfied your signature is genuine, or if presented in person by a holder who does not provide identification satisfactory to us, including a fingerprint image if requested.

FDIC Insurance. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, call the FDIC's toll-free number at (877)275-3342, or visit its website at www.fdic.gov.

Changes in Account Ownership, Address and Authorized Signers. You agree to notify us immediately in writing of any change in your name, address, email address, business capacity (e.g., sole proprietor or corporation), or the authorized signers on your account. We may require a new signature card or other documentation before giving effect to any change in ownership or authorized signers. If the authorized persons on your account change, we may continue to honor items given earlier until we receive specific notice from you in writing not to do so and we have a reasonable opportunity to act on such notice.

Power of Attorney. You may appoint an agent to conduct transactions on your behalf. We, however, have no duty or agreement to monitor or insure that the acts of your agent are for your benefit. You may appoint an agent by allowing a person to sign in an agency capacity on the signature card or upon execution of a power of attorney, in a form that is acceptable to us. You should notify us in advance if you plan to create a power of attorney involving your account. We may continue to honor the transactions of your agent until we have received specific account-related written notice of the termination of the authority and we have had a reasonable opportunity to act on that notice.

Withholding of Income Tax. Unless you are exempt under Federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the Internal Revenue Service instructs us to withhold; or (4) the Internal Revenue Service notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return and regardless of whether your account earns interest. We may report interest and other payments to you to the Internal Revenue Service, along with your TIN. We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the Internal Revenue Service. The appropriate TINs for various types of accounts are:

<u>Account Type</u>	<u>TIN</u>
Individual	the individual
Joint	the owner named first on the account
Custodian of a minor	the minor
Informal (Revocable) Trust	the owner (grantor/trustee)
Sole proprietorship	the owner
Trust or estate	the trust or estate
Corporation	the corporation
Tax-exempt organization	the organization
Partnership, LLC, LLP	the entity
Broker or registered nominee	the broker or nominee

ARBITRATION AGREEMENT - *Please read this arbitration agreement carefully*

This Arbitration Agreement is an addendum to the Deposit Account Terms and Conditions. By opening, maintaining or continuing to maintain account(s) with Financial Federal, you agree to this

Arbitration Agreement. You understand and agree that for Claims arising out of or relating to the Transactions described below,

- You are giving up your right to go to court;
- You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims; and
- You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

Definitions.

Account includes the account established by the deposit account agreement and any updated or substitute account for the same account holder(s), regardless of the execution of a new or substitute signature card for the account.

Arbitration Agreement refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.

Arbitration refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.

Claim refers to any and all claims, disputes, controversies or challenges to the enforcement of the arbitration agreement including but not limited to unconscionability based on contract, tort, negligence, fraud, agency, statute, or otherwise between you and us about our respective rights, duties, obligations, and liabilities arising out of or relating to the Transactions described below. This includes Claims that previously existed, or are now existing (whether discovered or undiscovered) or arise later, and Claims which seek monetary damages, declaratory or injunctive relief, or any other remedy or relief. This includes Claims asserted as an initial claim, counterclaim, cross claim, interpleader action, third-party claim or other action. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the enforceability or interpretation of this Arbitration Agreement.

Class Action refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.

Class Arbitration refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

You and your refer to each holder or owner of the account, each person who signs a signature card for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries).

We, us, or bank refer to Financial Federal Bank, its employees, agents, officers, directors, successors, and assigns.

Transactions refer to all of your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us. All actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- Account or member applications.
- The opening, administration and termination of the account.
- Signature cards, account agreements, and terms and conditions.
- Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.
- Check or draft payments, presentment, collection, honor, dishonor, return, and processing.
- Remotely created checks, check or draft certification, cashier's checks and money orders or drafts.
- Funds availability and held funds.
- Fees, set-offs, stop payment orders, or any charges to the account.
- Disclosures, notices, and periodic statements (including advertisements or solicitations or other communications related to the account, whether made before or after the account was opened).
- Authorizations, unauthorized instruments, forgeries, alterations, and errors
- IRA agreements or other agreements related to tax-advantaged accounts.
- Any products or services (whether provided by us or a third party) related to or offered in connection with the account.
- Any use or disclosure of information about you or the account
- Any other matters relating to the account or your deposit relationship with us.

Agreement To Arbitrate. At your or our election, without the other's consent, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration. The specific AAA Commercial Arbitration Rules and the Supplemental-Procedures for Consumer-Related Disputes apply (for more details, see Arbitration Providers and Their Rules below).

Waiver of Class Action and Class Arbitration. If you or we choose to arbitrate a claim, you and we agree to waive the right to proceed as any part of any Class Action. No trial by jury or by judge, or other judicial proceeding, including Class Action proceedings, will take place. You and we agree to waive the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration. You and we also agree that claims are to be heard and decided by a single arbitrator, on an individual basis, and not as a Class Arbitration. Claims may not be joined or consolidated in arbitration with Claims brought by or against a third party, unless otherwise agreed to in writing by all parties.

Arbitration Providers and Their Rules. For Arbitration, you may contact the following provider: the American Arbitration Association ("AAA"), 1633 Broadway, Floor 10, New York, NY 10019-6708 (www.adr.org). You can get a copy of the rules of this Arbitration provider by contacting them or by visiting their website.

Place of Arbitration and Costs. The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. The party filing for arbitration will pay the initial filing fee, except that you may seek a waiver of the filing fee and/or other arbitration fees under the Administrator's rules. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the initial filing fee after you have paid an amount equivalent to the fee for filing such claim in state or federal court. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. You understand and agree that you may have to repay us later for part or all of the amount we have advanced or reimburse to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

Arbitrator's Authority. The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

Preservation of Remedies. You or we can do the following without giving up the right to require Arbitration:

- Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.
- Seek judicial provisional remedies.
- Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.
- Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

Governing Law. The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

General Terms. This Arbitration Agreement

- Relates to Transactions involving interstate commerce.
- Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.

If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

Survival of Arbitration Agreement. This Arbitration Agreement shall survive: (i) termination or changes in the Deposit Account Terms and Conditions and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account.

Waiver of Right To Trial by Judge or by Jury

Through this Arbitration Agreement, you and we understand and agree that

- You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- You and we are obligated by all the Arbitration Agreement terms; and
- You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

ELECTRONIC FUNDS TRANSFERS

Whether your account is a personal, business or other type of non-personal account, you may arrange in advance for deposits and/or withdrawals to be made to and from most types of accounts automatically by electronic means. The majority of the information in this Disclosure is for personal accounts, except where reference is specifically made to a business account. For all account types at Financial Federal, you may arrange in advance for deposits and/or withdrawals to be made to and from most types of accounts automatically by electronic means. The purpose of this Agreement is to acquaint you with Electronic Funds Transfer services offered by Financial Federal, and to make certain disclosures, as required by law. Some of these services may not apply to your particular account(s). This Agreement explains your rights and responsibilities for such services. PLEASE KEEP THIS DISCLOSURE FOR YOUR RECORDS.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of different ways, including but not limited to a merchant posting a sign or printing notice on your receipt. In all cases, the third party will require you to furnish your account number and bank information. You should only provide your account and bank information to trusted third parties you have authorized to initiate these electronic funds transfers.

Transfer Types. You may authorize the following types of electronic transactions in your accounts:

Preauthorized credits. You may request certain direct deposits (such as social security, payroll, and interest payments) to be accepted in to your Demand Deposit account(s).

Preauthorized payments. You may arrange to pay certain recurring bills from your Demand Deposit account(s).

Electronic check conversion. You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. The scan of your check could take place at the point of purchase or when you provide your check by other means such as by mail or drop box.

Electronic returned check charge. Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Debit/ATM card usage. You may use your Debit or ATM card at automatic teller machines operated and maintained by third parties that accept your Debit or ATM card to withdraw cash from your Demand Deposit account(s), subject to any limitations on amounts or frequency that may be imposed by such third parties. You may use your Debit card to pay for purchases at places that have agreed to accept the card.

Regulatory Limitations. Federal regulations limit the number of preauthorized, automatic or telephone transfers that we may process each month on money market deposit accounts. With the exception of loan payments to us, you may not make more than six (6) preauthorized, automatic and telephone transfers (including telephone banking, internet banking and bill pay, telephone bill pay, and PC banking payments and transfers) each month from an Account which is classified as a money market deposit account. Of these six (6) allowable monthly transfers, no more than three (3) transfers may be made by check, draft, debit card, check card or similar order payable to a third party (provided such transactions are allowed by us for your particular account). If you exceed, or attempt to exceed these transfer limits, the excess transfer requests may be refused or reversed by us, and we may reclassify or close your Account. We appreciate your help in observing these limits.

No transfer may exceed the collected balance of funds available in the account from which a transfer is made, including any funds available through any type of overdraft protection arrangement, if any, that you have established with the Bank. If a transfer would exceed the funds available in the account from which a transfer is made, the Bank will not be required to honor the transfer request. However, if the Bank elects, in the Bank's sole discretion, to make a transfer, which exceeds the funds available in such account, such transfer will be subject to the Bank's current fee for non-sufficient funds processing.

Fees. For Personal Accounts, we do not charge for preauthorized payments from any type of account or direct deposits to such accounts. (If your account is a business account with charges determined on an analysis basis, a small per transaction charge is imposed according to our current Account Analysis Price Schedule.) Additional charges may be described in the Fee Schedule. INTERNATIONAL TRANSACTIONS: You may be charged a Cross-border Transaction Fee for debit card transactions that are made outside of the United States or for transactions made with a debit card issued outside of the United States. NOTICE: When you use an ATM not owned by us you may be charged a fee by the ATM operator or network and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; 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. To persons authorized by law in the course of their official duties; or
4. In order to comply with government agency or court orders; or
5. To a consumer reporting agency; or
6. As explained in the Privacy Notice given to you at Account opening; or If you give us your written permission.

Preauthorized credits. 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 901.756.2848 to find out whether or not the deposit has been made.

Periodic Statements. You will receive a monthly statement from us for each checking and money market account.

Preauthorized Payments.

1. Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone number or address referenced below in this disclosure in time for us to receive your request three (3) business days or more before a payment is scheduled to be made. If you call, we may also require you to put your request

in writing and get it to us within fourteen (14) days after you call. We will charge you according to the Schedule of Fees provided to you earlier in other documentation furnished when you opened your account(s) for each stop payment order you give.

2. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. 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.
3. Liability for Failure to Stop Payment. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Bank's Liability for Failure to Make Transfers. 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. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft protection line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our account agreement with you.

Consumer Liability. Tell us AT ONCE if you believe your ATM and/or Debit card or PIN 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your ATM and/or Debit card or PIN, you can lose no more than \$50 if someone used your ATM and/or Debit 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 ATM and/or Debit card or PIN, and we can prove we could have stopped someone from using your ATM and/or Debit card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by ATM and/or Debit card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Reporting Lost Cards, PINs, or Unauthorized Transfers. If you believe your ATM and/or Debit card or PIN has been lost or stolen, call or write us at the telephone number or address referenced below. You should also call the number or write to the address reference below if you believe a transfer has been made using the information from your check without your permission.

Business Days. For purposes of these disclosures, our business days are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST. Holidays are excluded.

Error Resolution Procedures. In case of errors or questions about your electronic transfers, telephone us at 901.756.2848 or write us at 1715 Aaron Brenner Drive, Suite 100, Memphis, TN 38120 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

Suspicious Activity on Your Account

If you suspect any unauthorized access or receive unsolicited contact concerning your accounts, please notify us immediately at 901.756.2848 or in person at 1715 Aaron Brenner Drive, Suite 100, Memphis, TN 38120. For more information on security, please visit our website at finedmem.com

FUNDS AVAILABILITY POLICY

Your Ability To Withdraw Funds

Our policy is to make funds from your 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 and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 2:00 P.M. or on a day we are not open, we will consider that deposit was made on the next business day we are open.

Longer delays may apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the 7th business day after the day of your deposit.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits drawn on us, 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 your deposit if the deposit meets certain conditions. For example, the checks must be made payable to you (and you may be required 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 your deposit. Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

Important Information About Your Checking Account

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 are also 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 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 us at:

Financial Federal Bank
1715 Aaron Brenner Drive, Suite 100
Memphis, TN 38120
901.756.2848

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:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. A copy of the substitute check or the following information to help us identify the substitute check: CHECK NUMBER, DATE OF CHECK, NAME CHECK IS PAYABLE TO, AND CHECK AMOUNT.

TRUTH IN SAVINGS DISCLOSURES

Deposit Accounts in General. The Federal Truth-in-Savings Act requires that certain information be provided:

1. When a consumer opens a deposit account at a banking institution and
2. When a consumer inquires about deposit accounts.

This document (with Truth-in-Savings Disclosure of Interest, Fees and Account Terms) contains all the required information for a person opening an account. If you are merely inquiring about accounts, this agreement also contains the required information, except for currently available rates of interest and annual percentage yields. Be sure to ask for this rate and yield information at 1715 Aaron Brenner Drive Suite 100, Memphis, TN 38120 or call 901.756.2848. Also ask or call if you are interested in any information about business accounts or other products and services we offer. Three basic types of accounts are available: checking accounts, money market accounts, and time deposit accounts (also known as Certificate of Deposit or CD accounts).

Checking and Money Market Accounts. All interest-bearing consumer checking and money market accounts pay variable interest; that is, your interest rate and annual percentage yield may change at any time, at our discretion. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). All such currently offered accounts use the "daily balance" method to calculate interest. This method applies a daily periodic rate to the principal in the account each day. Checking and money market account interest is credited and compounded monthly. Crediting occurs on the last day of the statement cycle during which interest accrues. If you close a checking account before interest is credited, you will not receive the accrued interest. With a money market account, however, you will receive accrued interest. Your account will close if its balance falls to zero, and may be reactivated only if a minimum opening deposit is made.

If we permit you to convert your checking or money market account to another type and retain your old account number and statement cycle, rather than requiring you to close and open completely different accounts, fees during the conversion cycle will be either those for the new or the old type of account, at our discretion, and rates may be in any combination of the two. Consumer checking and money market accounts may not be used to operate a business, and we may convert an account used for such purpose to a business account. We may convert a money market account to a checking account if you exceed six preauthorized or automatic transactions per month.

We use three types of minimum balance requirements.

1. To open. See the Fee Schedule for required minimum opening balances.
2. To earn interest. When a minimum daily balance is required to earn interest, we pay interest on the entire balance in the account that day, not just the amount above the minimum. Similarly, when a minimum daily balance is required to earn interest at a higher interest rate in a "tiered rate" account and this balance requirement is met, we pay interest at the higher rate on the entire balance in the account that day.
3. To avoid a monthly service charge. When a minimum balance is required to avoid a service charge, a service charge is not made if the required minimum "average daily balance" is maintained. The "average daily balance" is calculated by adding the collected balance of the account for each day of the period and dividing that figure by the number of days in that period.

Time Deposit Accounts (CDs). A certificate of Deposit (CD) issued by our bank is not an instrument or an item as defined by the Uniform Commercial Code. Rather, it is a nonnegotiable, nontransferable receipt evidencing a deposit that creates a time deposit account (also known as a CD Account). A time deposit account is subject generally to the provision of this document. Special rules relating to time deposit accounts follow:

1. Minimum deposit. The minimum opening deposit for CDs is \$1,000.
2. Confirmation. With the exception of additional deposits after the CD is issued, we will confirm each deposit by issuing a receipt setting for the deposit amount, the maturity date, and the interest rate for the original term. The annual percentage yield will also be provided. We are authorized to pay the deposit on the instructions of any Depositor without requiring presentation of the receipt. Ordinarily, periodic account statements are not provided.
3. Maturity and automatic renewals. Each deposit may be withdrawn on the maturity date, on any renewal maturity date, or within a ten-day grace period thereafter. No interest will be earned during the grace period if the deposit is withdrawn during the grace period. Unless we notify you otherwise, each deposit and interest earned on the deposit which is left in the account after the grace period will be automatically renewed as of the last maturity date, for additional successive terms equal to the original term.
4. Interest. Each deposit earns interest at the rate shown on the deposit receipt until the original maturity date. Interest begins to accrue on the business day you deposit items such as checks, and is calculated by the "daily balance" method, which applies a daily periodic rate to the principal in the account each day. ("Principal" includes any interest credited to the account and not paid out.) Interest may be credited monthly, quarterly, or at maturity as stated on the deposit receipt. We may change the interest rate for each renewal term to a rate established at our discretion without prior notice to you. You may find out the current rate by contacting us at 901.756.2848. Interest will remain in the account, capitalizing at maturity, unless you elect a different interest payment option. If you have elected a payment option, we may in our discretion terminate it in favor of payment at maturity. Ordinarily, such discretion will be exercised when an interest payment mailed to your account address has been returned undelivered, or when the account to which your interest payments were automatically credited has been closed. The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.
5. Early withdrawals. Deposits may not be withdrawn prior to the original maturity date, or any renewal maturity date, except with our consent. When withdrawal of the entire account is permitted, we will pay accrued interest less any penalty. The penalty is calculated under the interest method indicated above and deducted from interest first and then principal if necessary. Both voluntary and involuntary withdrawals (such as for garnishments or setoff) are subject to early withdrawal penalties. Early withdrawals (except as in the case of the death or incompetence of any owner of this account, or the law permits, or in some cases requires, the waiver of the early withdrawal penalty) will be subject to a penalty equal to:
 - a. For deposits with a term of 1 to 182 days, the penalty is 30 days' interest.
 - b. For deposits with a term of 183 days to less than 13 months, the penalty is 60 days' interest.
 - c. For deposits with a term of 13 months or more, the penalty is 90 days' interest.
 - d. Promotional rate and term deposits may be subject to different penalties that will be disclosed separately at account opening.
6. Additions and renewals. We reserve the right to refuse additional deposits to the account at any time. We also reserve the right to refuse to renew existing deposits upon maturity, to require redemption at maturity upon sending you 30 calendar days advance written notice, and to change terms upon renewal.

