



First Fidelity Bank

The finest traditions of community banking

www.bankffb.com

BUSINESS DEBIT CARD APPLICATION

Accounts that require 2 signers are not eligible for the Business Debit Card

Business Legal Name: _____ Taxpayer ID No. _____

Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Checking Account Number: _____

Corporation* For Profit Not For Profit Club/Association*

Partnership* LLC* Sole Proprietorship Other _____

**A separate resolution is required. Clubs and Associations should include minutes designating authority to issue debit cards.*

AUTHORIZED CARD USERS AND CARD LIMITS: Each authorized user will be issued a debit card linked to your Business Checking Account listed above. The authorized user must affix his or her signature on the reverse side of the card. The person(s) listed below in this section are designated as authorized users (**if the authorized representative is requesting a card, he/she must be listed in section below**). The name(s) below will be displayed on the card assigned directly above the name of the business. Each card listed below will have separate 24-hour limits which default to the following: \$500 for ATM withdrawals, \$1,500 for Point-of-Sale transactions and a total of \$2,000. If other limits are desired for card(s), please specify below, otherwise all cards will be set at default limits.

* Higher limits or a request of more than three cards require additional approval.

1. Name as it should appear on card: _____

Cardholder's SSN: _____ Cardholder's Date of Birth: _____

Cardholder's Cell Phone #: _____

ATM Limits: _____ POS Limits: _____ Cardholder Signature: _____

2. Name as it should appear on card: _____

Cardholder's SSN: _____ Cardholder's Date of Birth: _____

Cardholder's Cell Phone #: _____

ATM Limits: _____ POS Limits: _____ Cardholder Signature: _____

3. Name as it should appear on card: _____

Cardholder's SSN: _____ Cardholder's Date of Birth: _____

Cardholder's Cell Phone #: _____

ATM Limits: _____ POS Limits: _____ Cardholder Signature: _____

SIGNATURES: By signing below, you are requesting the Business Debit Card and associated services. You agree to the terms and conditions of the Business Debit Card Agreement, including any fees and charges. You further agree that the information contained in this Application is accurate. You authorize us to verify your creditworthiness and employment history, as an individual, through any necessary means, including having a consumer credit reporting agency run a consumer credit report on you. By signing this application, I warrant that I am the owner of all deposit account(s) held in the name of the entity identified above or that I am authorized to act on behalf of the owner pursuant to resolutions adopted by the owner and provided to the bank. I request First Fidelity Bank to issue a Business Debit Card to the cardholder(s) named in the application.

Authorized Company Representative Name and Title: _____

Signature: _____ Date: _____

Please mail completed application and opt-in form to 1400 Gault Avenue N, Fort Payne, AL 35967 or deliver to any of our three locations



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FOR INSTITUTION USE ONLY:

I have verified that the address listed above matches the address in our system and that it hasn't been changed within the last 30 days.

I have verified that a COMPLETE signature card is on file, and that ALL applicants are on the account(s) listed above.

Approved Denied Authorized Signature: _____ Date: _____

Additional Information:

Business Debit Card Agreement

| | |
|---------------|--|
| Tax ID # | |
| Business Name | |
| Account # | |

This Business Debit Card Agreement (“Agreement”) is made and entered into on _____ by and between First Fidelity Bank (“Bank”) and the business, partnership, corporation or non-profit organization whose name appears on the signatory page hereof (“Company”).

WHEREAS, Company desires to have Bank issue certain debit Card(s) (“Card(s)”) in the name of the Company for the use by Company’s officers, employees and other agents (“Employees”) as designated in the Business Debit Card application.

WHEREAS, Bank is willing to issue such Card(s) pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Issuance of Card(s).** Bank will issue Card(s) in the name of the Company and in the names of the Employees as designated in the Business Debit Card Application. A limit of three Cards may be issued per account. A request of more than three cards requires additional approval. Usage of Card(s) will be limited to ATM Withdrawals, POS Transactions, Cash Advances, Debit Card Purchases. All Card(s) must be signed immediately upon receipt by the Employee, but all Card(s) remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Card(s) are utilized or for who utilizes the Card(s). Card(s) should be issued in the following names:

| | |
|--------------|-------------------------------|
| Printed Name | Printed Name |
| Printed Name | Printed Name (*upon approval) |

*A request of more than three cards requires additional approval.

2. **Liability and Promise to Pay.** Company agrees to be, unconditionally and without limitation, liable for all Card(s) transactions, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Card(s) lost or stolen. All Employees who are granted use of the Card(s) shall be deemed third party beneficiaries of the accommodations extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any Card(s) transactions made under the Card(s) issued to the respective Employee, whether authorized or unauthorized, whether utilized by Employees or some other person and whether arising from lost or stolen Card(s).
3. **Security Measures.** In an effort to protect Company and Employees from lost Card(s) or unauthorized use of the Card(s), Bank requires that employees each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Company and Employees acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Employees and shall be known only to those persons who are on a “need to know” basis. Bank assumes no duty to discover any breach or security by Company or Employees or the unauthorized disclosures or use of a PIN.
4. **Statement and Disputed Transactions.** Each month, Company will receive their account statement (“Monthly Statement”) showing, among other things, all debits made by uses of all Card(s). Company is responsible for reconciling monthly statements timely and notifying Bank in writing of any disputes, suspected errors and/or discrepancies (hereinafter collectively referred to as “Dispute”). Disputes regarding any Card debits shall be communicated in writing to Bank at the address indicated below. Communications shall include Cardholder and company’s names, the dollar amount of any Dispute, the reference number and description of the Dispute. Any communication regarding a Dispute must be received by Bank within sixty (60) days of date of the Monthly Statement on which the Dispute first

appeared. If Bank receives timely written notice of a Dispute, Bank will attempt to resolve the suspected Dispute; provided, however that Bank does not represent or warrant resolution or reimbursement to Company, and damages and losses from such Disputes are the sole responsibility and liability of Company. Bank will attempt to resolve the Dispute by initiating an electronic return item to the originating financial institution or merchant disputing the transaction in question, and shall thereafter request a response from either the financial institution or merchant dispute within (90) days after initiating the electronic return item. Business accounts of Company will be credited by Bank only upon (i) resolution of the Dispute; and (ii) receipt by Bank of the funds in Dispute. Bank will provide Company with a written reply when the investigation into the Dispute is complete. Regulation E does not apply to Business Accounts.

5. **Notice and Communication.** All notices, requests and other communications provided for hereunder must be directed to a First Fidelity Bank branch, or the address indicated below. Unless otherwise specified herein, requests must be in writing, postage prepaid, hand delivered or delivered by fax.

First Fidelity Bank
Attn: Customer Service Department
1400 Gault Avenue North
Fort Payne, AL 35967
(256) 845-1077

6. **Information Deemed Confidential.** Bank agrees that it will maintain all data relative to Company's accounts as confidential information and will exercise the same standard of care and security to protect such information as Bank uses to protect its own confidential information. Bank agrees to use such data exclusively for the providing services to Company and Employees hereunder and not release such information to any other party, except as may be required by law.
7. **Monthly Debit Card Fee.** A Monthly Debit Card Fee may be charged to Company's account for the privilege of having the Card(s). The Monthly Debit Card fee is payable whether or not any of the Card(s) are used. The amount of this fee, if imposed, is disclosed in Paragraph 19 of this agreement.
8. **Use of Card(s).** Company represents and warrants, on behalf of itself and its Employees, that the Card(s) will only be used for business purposes.
9. **Lost or Stolen Card(s).** If any of the Card(s) are lost or stolen, Company should notify the Bank immediately by calling (256) 845-1077 or toll-free at 1 (877) 845-6301 during business hours, or call 1 (800) 226-2351 anytime. The Bank may also be notified in writing at the address listed above.
10. **Termination.** Bank shall have the right, at its sole discretion, and upon three (3) days' notice to Company and Employees, to terminate Company's rights and privileges hereunder.
11. **Return of Card(s).** All Card(s) shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Card(s), and return to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.
12. **Amendments and Changes in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.
13. **Refusal to Honor Card(s).** Bank is not responsible for the refusal of anyone to honor the Card(s).
14. **Service Fees.** Bank may charge Company a reasonable charge for photocopies and reprints which Company or any Employee may request and for other special services as allowed by law.
15. **Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.
16. **Governing Law.** This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and laws of the State of Alabama.

17. **Venue for Litigation.** In the event any litigation is required to enforce the terms and conditions of this Agreement, Company, on behalf of itself and its Employees, agrees that such litigation may only be commenced in either the District Court or Circuit Court of DeKalb County, in the State of Alabama.
18. **Collection of Costs.** If Bank hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay Bank's reasonable attorney's fees and expenses, and any other as permitted by law.
19. **Disclosure of Charges.** The following charges may be assessed against Company by Bank for the privilege being conveyed hereunder. Fees may be subject to sales tax and may change at any time at Banks discretion.

| | |
|---------------------------|--|
| Monthly Fee per card | \$0 for up to three cards; \$1 for each additional card |
| Lost Card Replacement Fee | \$5 |
| ATM Cash Withdrawal Fee | \$0 for First Fidelity Bank ATM's; This excludes surcharges that may be imposed by other ATM owners. You may also be charged a fee by the ATM operator any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. |

20. **Indemnification Agreement.** For and in consideration of taking the action described herein, the undersigned hereby agree to indemnify, defend and hold harmless First Fidelity Bank, their officers, directors, employees, agents, affiliates, predecessor and assigns (collectively "Indemnified Parties") from any and all claims, liabilities, debts, demands, damages, expenses, contracts, judgments, executions or suits of any kind or nature suffered or incurred by the Indemnified Parties, or any of them, arising out of or in connection with the action described herein. This indemnity obligation shall survive termination of this Agreement.

**ADDENDUM TO BUSINESS DEPOSITORY ACCOUNT RESOLUTION
REGARDING BUSINESS DEBIT CARD(S)**

The undersigned representative of the Business Entity named above, acting for and on behalf of the Business Entity, does hereby certify to First Fidelity Bank ("Depository") that he/she is the Secretary/Assistant Secretary or member/manager, general partner or owner of the above Business Entity and that he following is a full and true copy of Resolution is full force and effect adopted by the governing body of the Business Entity.

RESOLVED:

1. That Depository is a depository of Business Entity and the Business Entity has submitted to the Depository one or more Resolution(s) or Depository Certificate(s) representing appropriate action by the sole proprietor or governing body of Business Entity and duly executed and effect adopted by the governing body of the Business Entity according to the Articles of Incorporation, Bylaws, Certificate, operating agreement or other applicable legal documents of the Business Entity.
2. That the sole proprietor or governing body of Business Entity has received duly considered and approved of a copy of the First Fidelity Bank Business Debit Card Agreement (the "Debit Card Agreement").
3. That this "Addendum to Business Depository Account Resolution Regarding Debit Card(s)" (the "Addendum") authorized Depository to issue Debit Card(s) (as defined in the Business Debit Card Agreement) to the Authorized Users named in the attached Business Debit Card application ("Application"), and to provide to such Authorized Users access by Debit Card to the accounts of Business Entity within the dollar limits specified for each such Authorized User.
4. That the President, Treasurer, Secretary, Manager, and General Partner, any Member (if Business Entity is a member-managed LLC) or sole proprietor (if Business Entity is a sole proprietorship), and each one of them is hereby authorized to change Authorized Users from time to time by adding or deleting individuals and/or changing their respective transaction limits for Debit Card(s), and immediately thereafter to notify Depository of each such change by delivery of a revised and properly executed Application or other written documentation acceptable to the Depository.
5. That Business Entity shall promptly notify Depository of any amendment, modification, or revision of these resolutions and the attached Application, and that until Depository has received such notice and has had reasonable time to act Depository may rely fully upon this Addendum as authorization for the

Authorized Users named on the attached Application to access Business Entity's accounts as describe in said Application, as amended from time to time.

6. That the undersigned representative of the Business Entity is hereby authorized and instructed to furnish to Depository a certified copy of this Resolution and, whenever any change in Authorized Users or dollar limits permitted for any Authorized Signer is made, to certify the Resolution effecting such change to Depository.

Company Name

Bank

Printed Name

Printed Name

Title

Title

Signature

Date

Signature

Date