

**ACCOUNT AGREEMENT
CHECKING ACCOUNT**

Fidelity Bank
353 Carondelet St
New Orleans, Louisiana 70130
(504)569-3418
www.bankwithfidelity.com

ACCOUNT TITLE AND ADDRESS

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, Fidelity Bank.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement. Please keep a copy of this publication. The EFT Agreement and Disclosure, Privacy Policy, Fidelity Bank Online Banking Terms and Conditions Agreement and Online Bill Payment Authorization and Agreement are available on our website, www.bankwithfidelity.com.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

JOINT ACCOUNT. The account owners agree that the funds deposited into the joint account may be paid to any one of the account owners, whether or not the account owner(s) are living. If an account owner dies, we may pay the funds to the surviving account owner(s), and any payment shall be a full release and discharge of our obligation as to any heir, legatee, creditor, or other third party having rights or claims to the funds of the deceased account owner. We are also not liable for any estate, inheritance, or succession taxes that may be due. However, the surviving account owner(s) may be liable to any heir, legatee, creditor, or other third party having rights or claims to the funds of the deceased account owner.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing. In addition, you may not grant a security interest in funds held in your deposit accounts in favor of any other creditor without obtaining our prior written approval, which we have the right to withhold for any or no reason. If any ownership interest in an account is proposed to be transferred or if there is any change in account title, we may require that the account be closed and a new account be opened.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all account owners may access the funds deposited into the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. If we receive a signed, written notice from an account owner requesting that we prevent payments from the account, we may refuse to honor any



checks, orders, or other items, or withdrawals or requests from the account until we have written consent from all account owners. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. We may freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

POWER OF ATTORNEY. Power of attorney is a legal arrangement in which a person (the principle) authorizes another person (the agent/attorney(s)-in-fact) to act on his or her behalf with respect to certain matters. Such matters may include banking, retirement benefits, real estate, insurance and other transactions. If you want someone other than an authorized signer on your account to transact business on your account, you must provide us with a power of attorney in a form reasonably acceptable to us which identifies the person to whom you grant your power of attorney and each account for which you wish the agent to exercise the power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until; (a) we have received written notice or have actual knowledge of the termination of the authority or the death of the principal, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to restricting. Example of restrictive legend placed on checks are "must be presented within 90 days" or "not valid for more than \$1000.00". 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.

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fidelity Bank Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

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

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Fidelity Bank only."

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a



deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

WITHDRAWALS. Withdrawals from your account may be made at the teller window only by authorized signer(s) on the account. We will not pay withdrawals to third parties. If you provide your debit card and personal access code to a third party, you have authorized the third party to withdraw funds from your account at an ATM or point of sale terminal.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures. We will give you a receipt for the total amount shown on your deposit ticket, but amount must be verified before it is credited to your account. If an error is discovered in the amount of your deposit, we will adjust your account and notify you of the correction.

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

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

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

If you enroll in Online Banking, your periodic statements will be accessible online from the date of enrollment. With respect to claims of unauthorized, missing or improper endorsements on any item drawn on your account, you must notify us in writing with thirty (30) days from the date your statement is postmarked or is otherwise made available to you, or items are made available to you through Online Banking. If we pay an item bearing an unauthorized/forged signature, endorsement or alteration, our liability is limited to the face amount of the item.

ELECTRONIC STATEMENTS AND NOTICES. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Louisiana. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

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



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

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

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

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect.

You or any one of the signers on your account may request us to stop payment on a check written on your account by providing us with the account number, the date of the check, the check number, the exact amount of the check and the name of the person to whom the check was made payable. You understand that unless we have complete and accurate information from you, we may be unable to identify the check for which a stop payment has been requested which will result in the check being paid. We also require a reasonable amount of time to act on the request. If two or more signatures are required to transact business, we may accept any ONE authorized signature for a stop payment order.

Under certain circumstances, current transaction information may not be available, and the item upon which a stop payment has been requested may already have been paid. If the item upon which you have stopped payment has already been paid, we will refund the stop payment fee at your request. Written stop payments orders expire after six (6) months and oral stop payment orders expire after fourteen (14) days or until a withdrawal of the stop payment is received. All stop payment orders entered by you through the FASTLINE, expire six months from the date entered unless otherwise renewed by you in writing. Fidelity Bank assumes no responsibility if the item is paid after the expiration of the stop payment order. You will be charge a fee for initial and renewed stop payment orders. You may not stop payment on a check that is used to purchase a Cashier's Check, on the purchased Cashier's Check (except as otherwise provided by applicable law), or on any item that has already cleared or has been paid. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items and instructions until (a) we know of your death or legal incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence unless ordered to stop payment by someone claiming interest in the account. We may restrict access to



your account upon notice of your death or legal incompetence until the appropriate documentation is provided to us by your executor, administrator or other legal representative of your estate or person.

RETURNING ITEMS. You do not have the right to write a check or draft, to make an ATM or other withdrawal, or to initiate or have an automatic debit processed against your account for an amount that exceeds your available balance. At any time before final payment (as defined in the Uniform Commercial Code) we may return any check, draft, negotiable order of withdrawal, electronic debit or other item presented for payment against your account when there are insufficient available funds in your account to pay the item or if for some other reason the item is not good or payable. In addition, we may charge a fee for each item returned, in accordance with the fees on our current Fee Schedule.

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

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

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

PAYMENT OF INTEREST. Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. To the extent permitted by applicable law, you agree that if a check drawn against your account is presented over-the-counter for payment by a person who is not a deposit customer of Fidelity Bank we may, in our sole discretion, refuse payment of the check or charge a fee for payment of the check.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

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

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an



otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

Fidelity Bank is not liable for any damages or liabilities resulting from the termination of an account relationship. Subject to any rights we may have with respect to advance notice of withdrawal from your account, you may close your account at any time and for any reason. If your account was funded, you will be charged an early closure fee if you close your account within 180 days of your account opening date. Your account opening date is noted at the top of this Account Agreement disclosure. Please refer to the separate Fee Schedule provided to you with this disclosure for information about fees and charges. If we receive a deposit to your closed account, the account may be reopened to accept the deposit and funds deposited therein will be subject to any and all right we may have with respect to offset or compensation.

OUR WAIVER OF RIGHTS. We reserve the right to waive any one or more of our rights hereunder in our sole discretion; however, any such waiver shall only apply to that specific instance. Any such waiver of rights can also be terminated at any time, in our sole discretion.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any changes in your address. Unless we agree otherwise, changes of address must be made in writing by at least one of the account holders. Information us of your address on a check reorder from is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided us. Notice to any one owner of an account constitutes notice to all owners of that account.

TELEPHONE AND ELECTRONIC COMMUNICATION. When you give us your mobile number, we have your permission to contact you at that number about all of your Fidelity accounts. You consent allow us to use text messaging and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts, such as fraud alerts and hold alerts. Message and data rates may apply. By providing your home telephone number and/or email address, you expressly consent to Fidelity Bank contacting you from time to time by telephone or email with news, offers, services, promotions and other communications concerning Fidelity Bank. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. We reserve the right to change our fees, these Rules and any or all of the agreements, disclosures, and other documents incorporated by reference at any time. If we change these Rules, then the current version of these Rules supersedes all prior versions and contains the terms governing your account. We will provide prior notice of changes to you as required by applicable law. You agree that continued use of your account(s) will constitute your agreement to any and all new fees, Rules, agreements, disclosures and other documents incorporated by reference. If you choose to close your account and do so prior to the effective date of any amendment, you will not be bound by such amendment.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. Applicable federal law will decide any questions under these Rules, or if no federal law exists, applicable state law. In any such action, where you commence against us arising out of or concerning these Rules, Fidelity shall be entitled to its reasonable attorneys' fees (including in-house attorneys' fees) and court cost.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the United States Government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. When you open an account, we will ask for your name, street address (a post office box may not be used), date of birth and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents. Federal law requires that you provide us with your Social Security Number or your Employer Identification Number before opening any account. If you are in the process of applying for such a number, we may open your account temporarily pending receipt of the number. If you fail to provide us with the number, we may close the account at any time without prior notice to you. We may decline to open an account for any reason, or for no reason. Fidelity is not liable for any damages or liabilities resulting from refusal of an account relationship.

YOUR NEW ACCOUNT. Your account is considered a new account if it has been open for thirty (30) calendar days or less.

EVIDENCE OF ACCOUNT. Depending upon the type of account you have opened, we will provide you with a deposit receipt, certificate of deposit receipt, or individual retirement account (IRA) contribution investment receipt, or we will mail periodic statements to your last known address. If you provide us with written authorization, your statements can be held briefly for pickup at the branch where the account was opened. Only an authorized signer on the account may pick up your account statement. Our Fee Schedule is available upon request at any of our banking offices. Your account may be accessed via the Internet if you enroll in online banking by visiting our website. Accounts enrolled in online banking are subject to additional terms and conditions that will be provided to you at enrollment.

ENVELOPE DEPOSITORY. We will accept payments and/or deposits through the use of an "envelope depository" (a "drop" receptacle into which envelopes may be placed during business and non-business hours). You authorize us to remove your payment and/or deposit to your



address as reflected in our records. The envelope depository is provided as a convenience to our clients, and we are not responsible for any loss suffered by you resulting from your use of said envelope depository unless caused by our gross negligence or willful misconduct.

CLAIM OF LOSS. 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. Your cooperation will include, but not be limited to providing us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You further agree to notify law enforcement authorities of any criminal act related to the claim. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. 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.

TRANSACTIONS USING FAST LINE. Telephone transactions using Fast Line require the entry of your personal access codes and social security number to transfer funds between checking, savings and money market accounts bearing your name and linked to your social security number. All accounts must be maintained with us. You are solely responsible for the security of your personal access codes, which should be held under the strictest confidence and not revealed to other persons. If you know or suspect that another person knows your access Codes, you should notify us immediately so that your access codes may be changed. You will be liable for unauthorized transactions to your accounts using your access codes to the extent allowed by applicable state or federal law. You hereby agree that the security procedure described in this section is commercially reasonable and authorize us to process transfers between your accounts via our automated telephone service. Please consult our Electronic Funds Transfer Disclosure section for the rules and regulations regarding telephone transfers and the limits of our liability.

PROCESSING ORDER OF DEBITS. Fidelity Bank may accept, pay, certify, or charge to the appropriate account checks and other items in any order we choose. Our processing order might not be the same as the order you make transactions and could result in overdraft transactions. You can avoid overdrafts on your account by always making sure you have enough available funds in your account to cover your transactions. Please read the Funds Availability Disclosure for more information on when we make funds available to you. Credits, like a check or cash deposit, increase your balance. Debits, like ATM withdrawals and debit card transactions, decrease your balance. After we have processed any credits to your account, we will process debits. Generally, debit items are processed in the order described as follows:

Processing Order 1: Cash or cash like withdrawals

- Debits reversing credits previously provided
- Checks and other transactions presented for encashment in-person
- Overdraft fees from the prior business day
- Telephone transfers
- Automated clearinghouse (ACH) transactions
- ATM transactions
- Customer initiated external transfers
- Wire transfers
- Online transfers

How Processed: From lowest dollar amount to highest in each category, as listed.

Processing Order 2: Checks

- Check payments/in-clearing

How Processed: From lowest dollar amount to highest

Processing Order 3: Electronic Transfers

- Customer-initiated automatic transfers between accounts and for loan payments
- Pin-based POS (debit card) transactions
- Signature-based POS (debit card) transactions

How Processed: From lowest dollar amount to highest in each category, as listed.

Processing Order 4: Bank and customer-initiated service and transaction fee

- See fee schedule for listing

How Processed: As applicable per fee schedule, in order at bank's discretion

Processing Order 5: Certain Fidelity bank account-to-account funding transfers and related fees

- Overdraft protection account transfers
- Sweep or other ZBA account transfers

How Processed: In requested increments, subject to availability

TIMING OF DEBITS. Fidelity Bank may immediately clear transactions as you make them. However, while a transaction may reflect as pending, when the transaction permanently posts to your account for processing is dependent upon when the merchant presents the transaction to Fidelity Bank.



UNCOLLECTED/HELD FUNDS. We reserve the right to return and/or refuse to pay any check, in-person withdrawal, ATM withdrawal or other electronic item or instruction that is presented for payment against uncollected funds/held funds. A fee may be deducted from the account for any item drawing against uncollected funds, whether the item is paid or returned unpaid, in accordance with our current Fee Schedule.

OVERDRAFTS. We may in our sole discretion, and without obligation, elect to pay checks and other items drawn on your deposit account or to permit automatic debits, ATM and other withdrawals against your account for an amount in excess of your available balance (an "Overdraft"). You understand and agree that you have no right to overdraw your account at any time, for any reason, and our decision to pay overdraft items is solely within our discretion. For example, we typically do not pay or limit paying overdrafts if your account is not in good standing, or your account is new, or you are not making regular deposits, or you have too many overdrafts. Additionally, you agree that if we elect to pay overdraft items or to permit an overdraft to exist in your account, you have no right to defer payment, and you must deposit additional funds into your account immediately in an amount sufficient to cover the overdraft and to pay us overdraft fees for each overdraft item in accordance with our current Fee Schedule. You acknowledge and agree that overdraft fees we may charge you are not considered to be "interest" for any purpose. You additionally acknowledge and agree that no oral or other statement made to you by any of our officers or employees, or any course of dealing under which we may, from time to time, or one or more times, elect to pay and honor overdrafts on your account, may be construed by you, or by any third person, or by any court or arbitrator, to in any way modify, amend, or contravene the foregoing provisions, or to in any way obligate us to pay and honor future overdraft items or permit you to defer payment of existing and future overdraft balance.

OVERDRAFT PROGRAM. With our consent, certain checking accounts may be eligible to opt-in to our overdraft program. When you opt-in, you authorize us to pay certain items at our sole discretion, on ATM and certain debit card transactions. In the event you opt-out or cancel your Overdraft Program, we will decline ATM and certain debit card transactions when the funds are not available at the time they are pre-authorized. We reserve the right to terminate the overdraft program at our sole discretion.

OTHER OVERDRAFT SCENARIOS. In the event that there are sufficient funds at the time a merchant pre-authorizes your transaction, but then subsequently additional transactions or checks are presented to the bank prior to the time the merchant settles your transaction, this may result in there being insufficient funds to pay a transaction that was already approved. This is sometimes referred to as "approving positive, but settling negative." In such cases, the bank may elect to pay or even be required to pay such transactions anyway, which may lead to an overdraft in your account, regardless of your or our preferences regarding whether to allow overdrafts for your account. You agree that the only way for you to avoid such overdrafts (and other overdraft and insufficient funds scenarios) is to carefully maintain your own checkbook or log of all your transactions, and for you to reconcile each one against the balance that only you know to be correct. The bank has no way to know how many transactions you have authorized at any given time, nor how many checks you have written that have yet to be presented to the bank for payment. For instance, if you obtain a balance from the bank on a Monday morning and it is \$500, and then you write a check for \$500 but before it is presented for payment you additionally authorize a transaction on your debit card for \$100, you are creating an overdraft or insufficient funds scenario by overspending the amount available in your account. The debit card transaction will be preauthorized for the merchant (granting it the ability to obtain the funds when it finalizes or settles the transaction, which may be days later) because as far as the bank knows at the time, you still have \$500 available when the merchant preauthorizes the \$100 transaction. However, by the time the debit card transaction for \$100 is finalized by the merchant and the check you wrote for \$500 is presented for payment against your \$500 balance, one or the other of these items will either have to be returned unpaid, or paid into overdraft. Neither the bank nor any merchants could prevent such scenarios from happening, because only you have the knowledge of the grand total of all your transactions including those not yet presented to the bank. You are encouraged to avoid overdrafts and insufficient funds scenarios by keeping track of your own balance.

GRANT OF SECURITY INTEREST AND RIGHT TO SET-OFF. To secure payment of any monies that you may owe us or any of our affiliates, for any reason, you grant us a continuing security interest in all funds that you may now and in the future maintain on deposit with us, with the exception of funds held in a trust or fiduciary account, or in an Individual Retirement Account, or in other qualified tax-deferred accounts. You agree that we may apply (set-off) funds that you maintain on deposit with Fidelity Bank, or any of its affiliates, against any amount that you may then owe us or any of our affiliates, under a loan, overdraft, guaranty, or for any other reason at any time and without prior or subsequent notice to you. This right of set-off does not apply if the debt is created under a consumer credit card plan. We may set-off account at any time, whether or not you are then in default in making payment to us, and we may exercise our right of set-off without liability to you even if it results in interest penalty or dishonor of subsequent checks and other items with respect to your account. You further agree that the foregoing right extends to any federal or state benefit payments (including Social Security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits to be subject to our right of set-off, you may change your direct deposit instructions by providing notice to the benefits payer at any time. You also agree that any federal benefits or other payments deposited to your account after you are no longer eligible to receive benefits must be returned to the federal government or other payer, and we may set-off against any of your accounts if we are obligated to return funds to the payer. Our right to set-off your account is in addition to any other rights and remedies that we may have under law or under any other contractual agreement.

ADVERSE CLAIMS. If we receive conflicting instructions with respect to your account, or notice of an adverse claim of ownership, right to control, or access to funds in your account, or notice that the funds in your account may have been obtained through fraudulent or criminal acts, you agree that if any such dispute exists, we may place a hold on the funds in your account and refuse to honor all withdrawal and transfer requests, including checks written on the account, until all appropriate parties provide us with joint specific written instructions with respect to disposition of the funds. We are not required to determine whether a dispute has merit. Additionally, we shall have the right to close the account and deposit the funds held in the account into the registry of a court of proper jurisdiction, wherein the adverse claimants and/or appropriate parties shall be interpleaded and/or joined to the action for purpose of resolving the dispute regarding the funds. If we elect to take any actions(s)



described herein, you agree that we shall not be liable to you for damages of any kind, and you agree to pay and reimburse us for our reasonable costs and expenses including, without limitation, attorneys' fees (including our in-house attorneys) and court costs from the funds in the account prior to any distribution.

SPECIAL RULE FOR MULTIPLE PARTY DEPOSIT ACCOUNTS. (1) We may treat each co-owner of a joint account as having full and complete authority to make deposits into such account, to request information with respect to such account and to place a hold on such account. (2) Deposits: Each co-owner authorizes the other co-owner to endorse for deposit into the account any item payable to any of all of the co-owners, and you expressly authorize us to supply the endorsement of any co-owner necessary for such deposit. (3) Withdrawals: (a) If your account is an "or" account (as in John "or" Mary Doe): (i) you authorize us to recognize the signature, oral or electronic instruction of any co-owner for withdrawals, payments or funds transfer. (ii) We may continue to honor checks and withdrawal requests by any co-owner without liability to any other co-owner unless we receive written notice signed by one of you not to honor checks or withdrawals against the joint account. After we receive such a notice, we may require written authorization from all of you for any checks or withdrawals. If we receive a notice in writing as provided by this section 3(a)(ii), we shall be relieved of responsibility to each and every co-owner for failure or refusal to honor and check, draft or their demand for payment or withdrawal unless the action is authorized by all co-owners in writing. (b) If your account is an "and" account (as in John "and" Mary Doe): (i) All co-owners must sign any written withdrawal or transfer order. (ii) Any co-owner may transfer funds from such account by telephone or electronically and may withdraw or transfer funds from such account by debit card when such access devices have been issued. (c) Net contributions: In the absence of proof of net contribution, each party will be deemed to own an equal share of the account during his/her lifetime. We are not required to determine net contributions. (d) Without notice to any party, we may withdraw any of all of the money from the joint account and apply the withdrawn money to reduce any indebtedness of any party due and owing to Fidelity Bank. We may hold funds temporarily in the proportion to which a party is entitled or, in the absence of proof of net contributions, to an equal share with all parties having the rights of withdrawal. A notice sent, mailed or delivered to any party constitutes notice to all. (e) We may make payment from the joint account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set-off, levy, attachment, or other valid legal process or court order, relating to the interest of any one or more of the co-owners. (f) Overdrafts: In the event that we pay a check drawn on a joint account and that payment causes an overdraft, each party to that joint account will be jointly and severally liable to us for the amount of the overdraft without regard to which party signed the check or other authorized other items.

CASH TRANSACTION REPORTING. The law requires all financial institutions to gather and report information on certain types of cash transactions. If the information required to complete the report is not provided, we are required to refuse to process the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BUSINESS DAY. For purposes of these disclosure, our business days are Monday through Friday. Holidays are not included.

REPORTING INFORMATION TO CREDIT BUREAUS AND CHECK VERIFICATION SYSTEMS. We may report information about your account to credit bureaus and/or check verification systems. Defaults on your account may be reflected in your credit report. In the event we report your account to a check verification system, you acknowledge that even if you pay us all amounts owed, we are not required to remove an accurate report of account mishandling from any such check verification system.

REPRODUCTION OF BANK RECORDS. If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we will charge a fee, and you agree to pay this fee. If the expected fee is large, you may be asked to pay the fee in advance. We reserve the right to provide any account holder with an imaged item in lieu of the original item.

SEVERABILITY. If any provision of these Rules is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of these Rules or of any agreements, disclosures or other documents incorporated by reference herein.

LIABILITY. You agree that we shall not be liable for acting upon your instructions of failing to act upon your instructions when we reasonably believe that doing so would expose us to civil or criminal liability or conflict with industry standard banking practices. you agree further, that except as otherwise provided by applicable law. **IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ATTORNEYS' FEES INCURRED BY YOU, REGARDLESS OF THE FORM OF THE ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

PRIVACY POLICY. We understand how important privacy and confidentiality are to you. Please consult our Privacy Policy for information about our commitment to you and your privacy rights. A copy of our Privacy Policy is available on our website.

BENEFICIAL OWNERSHIP. I hereby certify, to the best of my knowledge, that any Beneficial Ownership information provided during my account opening process is complete and correct. Also, if the account opened is for a Legal Entity, the Legal Entity hereby agrees to notify the Financial Institution of any change in the beneficial ownership information originally provided on the certification form.

WHAT STATE'S LAW APPLIES TO THIS AGREEMENT. Any questions under this Agreement will be decided by applicable Federal Law, or if no Federal law exists, Louisiana law as appropriate, If any term of this Agreement cannot legally be enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.



ACCEPTANCE OF THIS AGREEMENT. You have agreed to be bound and obligated under the terms of this Agreement and any subsequent amendments to this Agreement by signing your request for electronic banking services.

