

Credit Application

The Exchange Bank of Alabama
 PO Box 1100
 Gadsden, AL 35902

Important Information to Applicant(s). 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 applies for a loan or opens an account. **What this means for you.** When you apply for a loan or 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. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law. **Read each instruction carefully before completing this form.**

Creditor

("You" means Applicant, *et al*; and "We" means Creditor)

For Creditor Use

Account No.	Class No.	Date Received
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1. Type of Application

Check only one of the three types:

<input type="checkbox"/> Individual Credit - You are relying <u>solely</u> on your income or assets. <input type="checkbox"/> Individual Credit - You are relying on your income or assets as well as income or assets from other sources.	<input type="checkbox"/> Joint Credit - By initialing below, you intend to apply for "joint credit". _____ Applicant _____ Joint Applicant
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2. Type of Requested Credit

Application Date	Amount \$	Financing Type <input type="checkbox"/> New <input type="checkbox"/> Refinance <input type="checkbox"/> Modification	No. of Months	Repayment Interval <input type="checkbox"/> Monthly <input type="checkbox"/>	First Payment Date
Credit Type <input type="checkbox"/> Line of Credit <input type="checkbox"/> Loan <input type="checkbox"/> Sale <input type="checkbox"/> Lease	Loan Purpose <input type="checkbox"/> Agricultural <input type="checkbox"/> Business <input type="checkbox"/> Consumer	Security for Credit <input type="checkbox"/> Unsecured <input type="checkbox"/> Secured	Proceeds of Credit to Be Used for <input type="checkbox"/> To purchase property that will secure your credit <input type="checkbox"/> To purchase property that is a residential dwelling and is not real estate <input type="checkbox"/> To finance home improvements to a residential dwelling <input type="checkbox"/> Other (<i>describe</i>):		

Applicant

3. Applicant Information

Joint Applicant or Other Party

Full Name (First, Middle, Last)			Full Name (First, Middle, Last)		
Gov't ID Type	Gov't ID No.	Gov't ID Issued By	Gov't ID Type	Gov't ID No.	Gov't ID Issued By
Gov't ID Issue Date	Gov't ID Exp. Date	Date of Birth	Gov't ID Issue Date	Gov't ID Exp. Date	Date of Birth
Soc. Sec. No.	Primary Phone <input type="checkbox"/> Cell	Second Phone <input type="checkbox"/> Cell	Soc. Sec. No.	Primary Phone <input type="checkbox"/> Cell	Second Phone <input type="checkbox"/> Cell
Email Address:			Email Address:		
Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. of Yrs.:			Present Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. of Yrs.:		
Previous Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. of Yrs.:			Previous Address <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. of Yrs.:		
Dependents No.: Ages:			Dependents No.: Ages:		
Nearest Relative (not living with you) Name: Address: Telephone: <input type="checkbox"/> Cell			Nearest Relative (not living with you) Name: Address: Telephone: <input type="checkbox"/> Cell		
Your Relationship to us (or our affiliate) <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Insider (Shareholder, Director, Officer)			Your Relationship to us (or our affiliate) <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Insider (Shareholder, Director, Officer)		
Have you ever received credit from us? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when: office/branch:			Have you ever received credit from us? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when: office/branch:		

4. Asset and Debt Information

If the "Joint Applicant" or "Other Party" Sections were completed, this Section should be completed by giving information about both the Applicant, and the Joint Applicant or Other Party, if applicable.

Assets Owned

Type of Asset or Description	Account Number	Current Market Value	Remaining Balance of Lien (Enter "0" if none)	Asset Owner's Name
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<input type="checkbox"/> Amounts from Continuation Form		\$	\$	
Total Assets		\$	\$	

Outstanding Debts (This section should be charge accounts, installment contracts, credit cards, rent, mortgages and other obligations.)

Creditor Name	Type of Debt, or Account Number	Original Amount	Present Balance	Monthly Payment	Debtor's Name	Past Due (Yes/No)
Landlord	<input type="checkbox"/> Rent Payment			\$		
	<input type="checkbox"/> Mortgage	\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
<input type="checkbox"/> Amounts from Continuation Form		\$	\$	\$		
Total Debts		\$	\$	\$		

Credit References - Name	Original Amount Borrowed	Date Paid in Full
	\$	
	\$	
	\$	

Applicant	5. Employment Information	Joint Applicant or Other Party
1st Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	1st Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	1st Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:
2nd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	2nd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	2nd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:
3rd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	3rd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:	3rd Employer: <input type="checkbox"/> Current <input type="checkbox"/> Previous <input type="checkbox"/> Self No. of Yrs.: Name: Address: Mgr.: Phone: Gross Monthly Salary/Comm.: \$ Position/Title:
Applicant	6. Other Income	Joint Applicant or Other Party
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: <input type="checkbox"/> Court order <input type="checkbox"/> Written agreement <input type="checkbox"/> Oral understanding	Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: <input type="checkbox"/> Court order <input type="checkbox"/> Written agreement <input type="checkbox"/> Oral understanding	Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, separate maintenance received under: <input type="checkbox"/> Court order <input type="checkbox"/> Written agreement <input type="checkbox"/> Oral understanding
Other Income: \$ _____ per Month Source:	Other Income: \$ _____ per Month Source:	Other Income: \$ _____ per Month Source:
Is any income listed in Sections 4, 5 or 6 likely to be reduced before the credit is paid off: <input type="checkbox"/> Yes (Explain in section 10.) <input type="checkbox"/> No	Is any income listed in Sections 4, 5 or 6 likely to be reduced before the credit is paid off: <input type="checkbox"/> Yes (Explain in section 10.) <input type="checkbox"/> No	Is any income listed in Sections 4, 5 or 6 likely to be reduced before the credit is paid off: <input type="checkbox"/> Yes (Explain in section 10.) <input type="checkbox"/> No
Applicant	7. Other Obligations	Joint Applicant or Other Party
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount: \$ For whom: To whom:	Are you a co-maker, endorser, co-signer, surety, or guarantor on any loan, contract or other obligation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount: \$ For whom: To whom:
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount per month: \$ To whom:	Are there any unsatisfied judgments against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount per month: \$ To whom:
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Where: Year:	Have you been declared bankrupt in the last 10 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Where: Year:
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount per month: \$ To whom:	Are you obligated to make Alimony, Support or Maintenance Payments?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Amount per month: \$ To whom:
8. Property Information (if secured)		
Property Type <input type="checkbox"/> Boat or Vessel <input type="checkbox"/> Certificate of Deposit <input type="checkbox"/> Deposit Account <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Motor Vehicle <input type="checkbox"/>	Property Description <input type="checkbox"/> Residential Dwelling <input type="checkbox"/> Homestead Property	Property Location and Address
Primary Use of Property <input type="checkbox"/> Agricultural <input type="checkbox"/> Business <input type="checkbox"/> Consumer	Property Owner(s) Names & Addresses	

Applicant	9. Marital Status	Joint Applicant or Other Party
<p>Leave blank, unless: (1) the credit will be secured, or (2) you reside in a community property state, or (3) you are relying on property, located in a community property state, as a basis for repayment.</p> <p><input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (including single, divorced, widowed)</p>	<p>Leave blank, unless: (1) the credit will be secured, or (2) you reside in a community property state, or (3) you are relying on property, located in a community property state, as a basis for repayment.</p> <p><input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (including single, divorced, widowed)</p>	

10. Additional Information or Explanations

11. Notices

California Residents. Each applicant, if married, may apply for a separate account.

New York Residents. A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered, we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

Ohio Residents. The Ohio laws against discrimination require all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Texas Residents. The owner of the homestead is not required to apply the proceeds of the extension of credit to repay another debt except debt secured by the homestead or debt to another lender.

Wisconsin Residents. Notice to Married Applicants. No provision of any marital property agreement, unilateral statement under Wisc. Statutes § 766.59 or a court decree under Wisc. Statutes § 766.70 adversely affects the interests of the Creditor unless the Creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Creditor is incurred.

For Married Wisconsin Residents. The credit being applied for, if granted, will be incurred in the interest of my marriage or family. I understand the Creditor may be required by law to give notice of this transaction to my spouse.

12. Certifications, Authorizations and Signatures

You certify that everything you have stated in this Credit Application and on any other documents submitted to us are true and correct to the best of your knowledge. You understand that you must update the information contained in this Credit Application if either your financial condition materially changes or we make a request to you orally or in writing. You understand that we will retain this Credit Application whether or not it is approved.

You authorize us to request one or more consumer reports, to check and verify your credit and employment history, and to answer questions others may ask us about our credit experience with you.

You authorize us to contact you using any of the telephone numbers listed on this Credit Application or that you subsequently provide us in connection with your credit account - regardless whether the number we use is assigned to a paging service, cellular telephone service, specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, text and email and through the use of prerecorded/artificial voice messages or an automatic dialing device.

Electronic Signature. If checked, You further agree that you have signed this *Credit Application* with one or more electronic signatures. You intend your electronic signature to have the effect of your written ink signature. You viewed and read the entire *Credit Application* and notices before you signed it. You received a paper copy of this *Credit Application* after it was signed. You understand that this *Credit Application* is in the electronic form that we will keep. We may rely on, and enforce, this *Credit Application* in the electronic form or as a paper version of the electronic form.

Applicant Signature	Date	Joint Applicant, or Other Party, Signature	Date
(if applicable)			

Notice: It is a federal crime punishable by fine, imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code § 1001, et seq.

Mortgage Loan Originator Information

If this *Credit Application* is secured by a consumer's residential dwelling that is owned by you, we may be required under federal or state law to disclose our mortgage loan origination identification number(s), which are as follows, if applicable:

- ◆ Mortgage Loan Originator Name and Identifier:
- ◆ Mortgage Loan Origination Company Name and Identifier:

For Creditor Use

Date Received	Received By	Date Action Taken	Action Taken By	Action Taken	Reason Code(s)

FEDERAL CREDIT APPLICATION INSURANCE DISCLOSURE

I have applied for an extension of credit with you. You are soliciting, offering, or selling me an insurance product or annuity in connection with this extension of credit. **FEDERAL LAW PROHIBITS YOU FROM CONDITIONING THE EXTENSION OF CREDIT ON EITHER:**

1. My purchase of an insurance product or annuity from you or from any of your affiliates; or
2. My agreement not to obtain, or a prohibition on me from obtaining, an insurance product or annuity from an unaffiliated entity.

By signing, I acknowledge that I have received a copy of this form on today's date. Unless this disclosure is provided electronically or I have applied for credit by mail, I also acknowledge that you have provided this disclosure to me orally.

.....
Consumer Date Consumer Date

Loan origination organization: The Exchange Bank of Alabama NMLS ID: 405363
DANIEL RAY, PRESIDENT Loan originator NMLS ID: MLO#416751

**BINDING ARBITRATION AGREEMENT AND WAIVER OF TRIAL BY JURY
WITH EXCHANGE BANK OF ALABAMA ("AGREEMENT")**

1. The Parties to this Agreement are Exchange Bank of Alabama ("Lender"), the undersigned and either's present, future, or past heirs, personal representatives, representatives, agents, employees, members, officers, directors, affiliated companies, successors, assigns, subsidiaries, and shareholders ("Parties"). In consideration of the loans, benefits, agreements, deposit accounts, or other services received directly or indirectly by the undersigned, as evidenced by previous, concurrent, or future documents, loans, accounts, or other services ("Bank Documents") from Lender, the Parties enter into this Agreement.
2. **DEFINITIONS**
 - 2.1. "Arbitration" is a method of dispute resolution in which an arbitrator, who is an independent, neutral party, gives a binding decision after hearing the positions of the Parties.
 - 2.2. "Claim" and "Claims" shall have the broadest definition possible, and include initial claims, counterclaims, cross-claims, and third-party claims based upon, but not limited to, the application of this Agreement, contract, tort, consumer rights, fraud, other intentional torts, constitution, statute, regulation, ordinance, common law, and any other matter at law or equity between the Parties.
 - 2.3. "Dispute" and "Disputes" shall refer to all disputes, Claims (as defined above), actions, breaches, disagreements, or controversies arising out of, or related to, or based upon any prior, current, or future agreement, Bank Documents, loan, account, service, activity, contract, transaction (proposed or actual), event, or occurrence, whether individual or joint.
 - 2.4. Any terms that are not defined in this Agreement shall be defined by any related documents signed at the same time as this Agreement.
3. **WAIVER OF TRIAL BY JURY: SUBJECT TO THE RIGHT OF ANY OF THE PARTIES TO DEMAND BINDING ARBITRATION UNDER THE TERMS OF THIS AGREEMENT AS SET FORTH BELOW, THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AS TO ANY CLAIM OR DISPUTE, AS DEFINED IN THIS AGREEMENT.**
4. If none of the Parties demand arbitration under this Agreement, then such Dispute shall be decided by a court of competent jurisdiction without a jury.
5. **ARBITRATION PROVISIONS.**
 - 5.1. The Parties acknowledge that the transactions contemplated by this Agreement involve interstate commerce; and
 - 5.2. The Parties agree that all Disputes (other than the ARBITRATION EXCEPTIONS listed below), shall be resolved by binding arbitration upon request of either Party at any time, notwithstanding the prior filing by either Party of any legal action, except as otherwise provided in this Agreement or as agreed to in writing and executed by the Parties.
 - 5.3. Any Dispute about the arbitrability, validity, breadth, or scope of this Agreement or the terms and clauses herein, or the entering into of this Agreement shall be decided by the arbitrator in accordance with this Agreement.
 - 5.4. It is understood and agreed that arbitration, and the decisions made by the arbitrator pursuant to this Agreement shall be binding upon the Parties. However, nothing in the Bank Documents or this Agreement shall preclude any of the Parties from seeking injunctive relief from a court of competent jurisdiction.
6. **ARBITRATION EXCEPTIONS.**
 - 6.1. The arbitration provisions in this Agreement do not apply to any claim or controversy arising out of a consumer credit transaction secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).
 - 6.2. The arbitration provisions in this Agreement may not apply if the undersigned is a covered member or dependent as defined in the Talent Amendment, Section 987 Public Law 109-364, if prohibited by said law.
 - 6.3. No act to enforce a mortgage, security agreement, pledge, or any other instrument securing any obligation to Lender, or to take or dispose of any property securing any obligation to Lender ("Collateral") shall be prohibited by this Agreement; nor shall any such act constitute a waiver of Lender's right to compel arbitration under this Agreement.
 - 6.3.1. These arbitration exceptions include, without limitation, obtaining injunctive relief or a temporary restraining order, garnishment, set-off, invoking a power of sale under any deed of trust or mortgage, obtaining adequate protection or relief from the automatic stay or similar actions in bankruptcy proceedings, detinue, interpleader, obtaining a writ of attachment or imposition of a receiver, or exercising any rights relating to Collateral, including taking or disposing of such Collateral through self-help remedies or by judicial process pursuant to Article 9, or other provisions, of the Alabama Uniform Commercial Code or other applicable law.
 - 6.3.2. However, any Disputes concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any Dispute involving rescinding, reforming, or otherwise modifying any Bank Documents, shall also be arbitrated, provided, however, that no arbitrator shall have the right or the power to enjoin or restrain any act of any party.
 - 6.4. The Parties do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Dispute submitted to arbitration ("Class Action Waiver"). The Parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Disputes between the Parties and is non-severable from this Agreement to arbitrate Disputes. If the Class Action Waiver is limited, voided, or found unenforceable, then the Parties agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The Parties acknowledge and agree that under no circumstances will a class action Dispute be arbitrated. Such forbearance to enforce this Agreement to arbitrate shall not constitute a waiver of any rights under the provisions of the Jury Waiver or under this Agreement except to the extent stated herein.
 - 6.5. No Party shall be precluded from seeking remedies in small claims court for Disputes within the scope of its jurisdiction; however, if the Dispute is transferred, removed, or appealed to a different court, any of the Parties then have the right to choose arbitration under the terms of this Agreement.
7. **APPLICABLE DOCTRINES.**
 - 7.1. The statute of limitations, estoppel, statute of frauds, waiver, laches, other defenses, privileges, including, but not limited to, the attorney-client privilege, and other similar doctrines under Alabama law that would otherwise be applicable in an action brought by a Party shall apply in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.
 - 7.2. The arbitrator shall receive and consider motions for summary judgment, permit and provide a reasonable time of not less than one-hundred and twenty (120) days for limited discovery, including depositions, interrogatories, requests for admissions, document production, and as otherwise provided under the Alabama Rules of Civil Procedure.

- 7.3. Applicable Alabama law and the Alabama Rules of Evidence shall govern, including, but not limited to, burdens, contract terms, and precedent.
- 7.4. Federal law shall govern the enforceability of this Agreement.
- 7.5. The Arbitrator shall provide written, reasoned findings of fact and conclusions of law.
- 7.6. The arbitrator shall resolve any Dispute, including the applicability of this section to the Dispute except for any Dispute challenging the validity of the Class Action Waiver, which shall be decided by the Court.
- 8. APPOINTMENT OF ARBITRATOR. The Parties shall strive to appoint the arbitrator within fifteen days of the mailing of a demand for arbitration to a Party or the attorney for such Party. If the Parties are unable to agree upon the appointment of an arbitrator within this time period, then the arbitrator shall be selected in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS"). Unless otherwise agreed by the Parties or the undersigned is a consumer and requests arbitration proceedings be conducted in his or her hometown, all arbitration proceedings shall be conducted in Etowah County, Alabama.
- 9. AWARD. The arbitrator shall prepare and sign a written award. The award shall state who prevails, the relief granted, and shall be issued in accordance with the rules of JAMS. The arbitrator may only grant an award that either an Alabama judge or jury may legally grant. Any court of competent jurisdiction may enter the judgment of the arbitrator's award. Such judgment shall be enforced as any other judgment under Alabama law.
- 10. COSTS AND FEES.
 - 10.1. Costs and attorney's fees will be allocated among the Parties according to the type of Dispute.
 - 10.1.1. Under breach of contract claims, expenses, costs, and attorney fees shall be awarded as provided under the terms of the contract.
 - 10.1.2. For all other Disputes, each Party will bear their own costs, expenses, and attorney fees.
 - 10.2. The arbitration filing fees, costs, and expenses of the arbitrator relating to the Dispute will be paid in accordance with the rules of JAMS. Such payments shall be made when requested by the arbitrator or when otherwise required by the rules of JAMS.
- 11. GOVERNING LAW. Subject to compliance with the terms of this Agreement, the Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this Agreement. Subject to compliance with the terms of this Agreement, the arbitration of any Dispute shall be governed by the Rules of JAMS applicable to the type and, if applicable, the size of the Dispute. To obtain a copy of the Rules of JAMS, visit www.jamsadr.com.
- 12. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement represents the entire understanding between the Parties. The Parties may only amend this Agreement in writing. This Agreement supersedes all prior arbitration agreements between the Parties. The Parties agree that this Agreement is applicable to all Bank Documents and to all Disputes.
- 13. NUMBER. Whenever used, the singular shall include the plural, and the plural shall include the singular.
- 14. SEVERABILITY. If any part of this Agreement is declared invalid for any reason, such decision shall not affect the validity of any remaining portion. Only the invalid part shall be struck, and the remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

SIGNATURES: By signing below, **THE PARTIES ACKNOWLEDGE THEIR UNDERSTANDING OF, AND AGREE TO, THE TERMS AND CONDITIONS CONTAINED IN THIS JURY WAIVER AND BINDING ARBITRATION AGREEMENT** and acknowledge receipt of a copy of this Jury Waiver and Binding Arbitration Agreement on this the day of , .

EXCHANGE BANK OF ALABAMA

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester.
Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemptions from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional). The Exchange Bank of Alabama PO Box 1100 Gadsden, AL 35902
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	Social security number
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	or Employer identification number

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest, 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.