

FNBA Application for Employment

NOTE: No person may serve as an employee, officer or director of any First National Bank of America (the "Company") if they have been convicted of any criminal offense involving dishonesty or breach of trust according to national banking laws (12 USC 1829). In addition, criminal records, if any, of all new employees will be obtained from the Federal Government by means of fingerprinting.

VIII. DISABILITY ACCOMMODATION

First National Bank of America is dedicated to providing reasonable accommodations for qualified individuals with disabilities. If you require an accommodation to complete the application process or to perform the essential functions of the job for which you are applying, please let us know. To request an accommodation, please contact Megan Essenberg at megan.essenberg@fnba.com.

If you would like a list of job functions for the position(s) for which you have applied, please speak to the Human Resources Department.

IX. NOTICE OF RIGHTS FOR DISABLED PERSONS

If you have a physical, mental or other impairment that would interfere with your ability to perform in a position but which may be accommodated by, for instance, the purchase of equipment or devices, the provision of readers or interpreters or the restructuring or altering of work schedules, the Michigan Persons With Disabilities Civil Rights Act requires that you notify the Company in writing of your need for accommodation within One Hundred Eighty-Two (182) days after you become aware or should reasonably have known that the accommodation was needed. All written requests for accommodation must be submitted to the President of the Company.

X. NOTICE OF MEDICAL EXAMINATION

Any offer of employment may be conditioned upon your ability to pass a medical examination and appropriate tests including drug and alcohol tests before the commencement of employment.

XI. AUTHORIZATION AND AGREEMENT

I certify that the facts contained in this application are true and complete to the best of my knowledge, information, and belief and I understand that if I am employed, that falsified statements contained in this application shall be grounds for immediate dismissal.

I recognize and authorize that investigative background inquiries will be made by the Company or its third-party designee, to investigate all statements contained herein and the references listed above and to conduct, order, and acquire any background information regarding me which the Company deems to be appropriate including, but not limited to, consumer records, credit histories, criminal records, driving records, educational records, medical records, drug tests and all employment records including any and all disciplinary reports, letters of reprimand or other disciplinary action contained in my record with any employer or former employer ("Background Information"). I understand and agree that the Background Information is of material importance to the Company and that the Company may refuse to hire me based on the content of the Background Information at the sole and absolute discretion of the Company and may re-verify such information at any time during my employment. I hereby request that all former employers, educational institutions, and references listed herein, or the custodians of the Background Information, give all information concerning my previous employment, education, and pertinent information they may have, personal or otherwise, to the Company and I hereby consent to the release of such Background Information and release all such parties from all liability for any damage that may result from the furnishing of same to the Company or third party designee. I and my heirs, executors, administrators, successors, and assigns, hereby release the Company, its related affiliates, and the respective officials, administrators, and employees from any causes of action, claims, liability and demands whatsoever, in law or equity, which I may have, or claim to have, against any or all of said entities or individuals arising from, or occurring as a result of the investigation or any other action taken by the Company relating to the request of my consumer report. I authorize, without reservation, any party or agency contracted by Company to furnish the above mentioned information.

I understand and agree that if employed, my employment with the Company is "At Will" and may be terminated, by the Company or by me, at any time, with or without prior notice, and for any reason whatsoever or for no reason, with or without cause and that the nature of my employment cannot be modified except in writing signed by the President of the Company.

I understand and agree that in the event that a dispute arises concerning my employment application with or termination from the Company, the sole and exclusive method for resolving any and all disputes arising out of my employment application or termination from the Company or in any way related to any alleged wrongful acts on the part of the Company, its affiliates, directors, shareholders, agents, members, partners, officers, or employees relating to my employment, including but not limited to claims of breach of contract, wrongful discharge, retaliation, tort claims, invasion of privacy, slander, defamation, or any statutory claim including but not limited to discrimination or other violation under Title VII of the Federal Civil Rights Act, Age Discrimination in Employment Act, Americans With Disabilities Act, National Labor Relations Act, Fair Labor Standards Act, Family Medical Leave Act, Michigan Persons With Disabilities Civil Rights Act, Whistle Blowers Protection Act, Bullard-Plawecki Employee Right to Know Act, and the Michigan Elliot-Larsen Civil Rights Act shall be through the procedures and policies of the American Arbitration Association; thereby waiving my right to adjudicate these claims in a judicial forum. I agree not to bring and expressly waive my right to bring any action or claim under this Agreement as a member of any purported class or representative proceeding. Nothing in this Agreement, however, shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, I agree to waive my right to recover monetary damages awarded or resulting from any such charge, complaint, or lawsuit filed by me or by anyone else on my behalf. This Agreement applies to all claims whether applicant becomes employed by the Company, whether brought during applicant's employment with the Company or at any time after termination of employment with the Company. The venue for any such arbitration hearing shall be Oakland County, Michigan. The parties hereby agree that the determination of the arbitrator shall be binding and final upon all parties. The award of the arbitrator may be filed with the Clerk of the Circuit Court for the County of Oakland Michigan and judgment may be rendered by the Court upon the arbitration award and execution may be issued upon the judgment. The cost for arbitration shall be split equally between myself and the Company, notwithstanding anything to the contrary in the employment rules of the American Arbitration Association or otherwise. The arbitrator shall not have the power to change, modify, or otherwise alter the "At Will" nature of the employment relationship, and the arbitrator's written determination shall be based solely upon the "At Will" nature of such employment relationship.

I agree that any arbitration or judicial proceeding arising out of a dispute relative to my employment with the Company shall not be brought unless the same is commenced within One Hundred Eighty (180) days following the incident giving rise to such dispute, unless otherwise prohibited by law. My failure to commence such proceeding within the One Hundred Eighty (180) day period shall result in the extinguishment of any rights I may have to prosecute such claims or actions. If any term or provision contained in this Agreement is construed or held to be invalid, void, or unenforceable by a court of confident jurisdiction for any reason whatsoever, such term or provision shall be construed and enforced consistent with state or federal laws to render such provision and the remainder of this Agreement enforceable.

I agree that if I should bring any action or claim arising out of my employment against the Company in which the Company prevails, I will pay the Company any and all such costs incurred by the Company in defense of such claim or action, including attorney fees, court costs, arbitration fees, and all other costs associated with such action

I acknowledge and agree that I have reviewed and entered into this Agreement knowingly and voluntarily as a condition of the employment application.

The Company is an equal opportunity employer and will not discriminate against any applicant on the

basis of any characteristic that is a protected status under federal, state, or local law (individually and collectively), including but not limited to, race, color, religion, national origin, citizenship, ancestry, sex (including sexual orientation, gender expression, and gender identity), age, physical or mental disability, pregnancy, genetic information, military status, veteran status, (in Michigan: marital status, familial status, height, weight, and misdemeanor arrest record).

****PLEASE READ THE APPLICATION FOR EMPLOYMENT CAREFULLY BEFORE AGREEING TO THE STATEMENTS AND INDICATING YES. BY SELECTING YES, YOU INTEND TO ELECTRONICALLY SIGN THE APPLICATION FOR EMPLOYMENT IN ACCORDANCE WITH THE UNIFORM ELECTRONIC TRANSACTIONS ACT, MCL 450.831 ET SEQ. ADDITIONALLY, BY SELECTING YES YOU INDICATE THAT YOU EXPRESSLY AGREE WITH ALL OF THE FOREGOING**
