

AMENDMENT TO THE MASTER COMMERCIAL ACCOUNT AGREEMENT

This Amendment is being made to and in accordance with the above Agreement.

The following replaces Section 28 in Part I, of the above Agreement and is effective May 28, 2020 to reflect federal regulatory changes removing the limits on the number of transfers from savings accounts.

- **Limitations on Withdrawals and Transfers**

We may refuse any withdrawal or transfer for an amount that is less than any minimum, or that exceeds any frequency limit, that we establish. We are not obligated to cash any checks or other items drawn on your Account that are payable to others. In addition, under applicable law, we reserve the right at any time to require that you give us at least fourteen (14) days prior notice before we pay checks and/or any other requests for withdrawal from any Account that is not a time deposit. Withdrawals from a time deposit account prior to maturity may be further restricted and may be subject to penalty.

All items, including items drawn on us, may be withdrawn by you only after we have received payment for the item (final payment). We may charge back to your Account the amount of any credit given to you for an item which is returned to us as unpaid. If any item deposited to your Account is returned to us, any interest earned on the item from the date the item was deposited to your Account to the date the item was returned to us will be charged back to your Account. We will not be liable to you for any late payment or failure to pay except in accordance with the terms of this Agreement. We may refuse any request by you to withdraw or transfer funds if such withdrawal or transfer is by a method not specifically permitted by us.

The following Section 16 in Part V, of the above Agreement is deleted in its entirety effective May 28, 2020 to reflect federal regulatory changes removing the limits on the number of transfers from savings accounts.

- **Transfers from Savings and Money Market Deposit Accounts**

For any money market or other savings accounts, federal regulations require us to permit no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per statement month to another account or to a third party by means of a pre-authorized or automatic transfer (such as overdraft protection, ACH, FirstCall® or Firsttrust Online Banking transfers to another account you have with us or to a third party), telephonic agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. In addition, each transfer through Mobile Banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. A fee will be imposed for each transaction exceeding this limit (See the Commercial Banking Fee Schedule(s)). If you continue to exceed these limits, your Account may be converted to another account that permits unlimited check writing privileges and your Account may no longer earn interest.

The following replaces Section 4 in Part II, in the above Agreement and is effective July 1, 2020 to reflect regulatory changes to the Funds Availability Act regulations. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

- **Other Check Deposits.**

Our policy is to aggregate all check deposits made by you before the applicable cut-off time on a given Business Day and to make funds available to you as follows:

The first \$225 from the aggregate Business Day's deposit by check or checks (not otherwise subject to next day availability as provided above) shall be made available on the first (1st) Business Day after the Business Day of your deposit. An additional \$450 of the aggregate of checks so deposited will be available for withdrawal in cash no later than 5:00pm on the second (2nd) Business Day after the Business Day of your deposit. All of the remaining funds from such deposit will be available: (i) to pay checks written to others that are presented to us for payment by the Federal Reserve Bank or other banks on the evening of the second (2nd) Business Day after the Business Day of deposit (as determined above) and/or (ii) to

withdraw in cash or transfer funds on the third (3rd) Business Day after the Business Day of deposit. For example, if you deposit single or multiple check(s) totaling \$700 on a Monday before the applicable cut-off time, \$225 of the deposit is available on Tuesday to pay checks to others and to withdraw in cash. An additional \$450 of this deposit will be made available for withdrawal in cash no later than 5:00pm Wednesday. The remainder will be available: (i) to pay checks written to others that are presented to us for payment by the Federal Reserve Bank or other banks on Wednesday evening and/or (ii) to withdraw in cash or transfer funds electronically on Thursday.

ATM Funds Availability. We reserve the right to collect and process all deposits; however, subject to such rights, deposits at ATMs located at and operated by our Branches will be available for withdrawal according to the above stated (over the counter deposit) availability schedule. Funds from any deposits (cash or checks) made at ATMs not operated by us or not located at our Branches will be available for withdrawal no later than the fifth (5th) Business Day after the day of deposit.

The following replaces Section 5 in Part II, in the above Agreement and is effective July 1, 2020 to reflect regulatory changes to the Funds Availability Act regulations. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

- **Longer Delays May Apply.**

Funds you deposit by check may be delayed for a longer period under any one or more of the following circumstances:

- (a) You deposit checks totaling more than \$5,525 on any one day;
- (b) You deposit a check that has been returned unpaid;
- (c) We believe a check you deposited will not be paid;
- (d) You have overdrawn your Account repeatedly the last six (6) months; or
- (e) There is an emergency such as a failure of communications that was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control or force majeure.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) Business Day after the day of your deposit. You should ask if you need to be sure about when a particular deposit will be available for withdrawal.

The following replaces Section 6 in Part II, in the above Agreement and is effective July 1, 2020 to reflect regulatory changes to the Funds Availability Act regulations. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

- **Special Rules for New Accounts.**

If you do not have a checking account with us, the following special rules will apply during the first thirty (30) calendar days your Account is open. Funds from deposits of cash made in person to a Bank employee, and funds from electronic payments (ACH credits) will be available on the first (1st) Business Day after we receive your deposit. In addition, the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, state and local government checks will be available on the first (1st) Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be directly payable to you and presented to us by you. If you do not make the deposit in person to one of our employees (for example, if you mail the deposit), the first \$5,525 will not be available until the second (2nd) Business Day after the day of your deposit. The excess over \$5,525 will be available on the ninth (9th) Business Day after the day of your deposit. Funds from other checks deposited will be available on the sixth (6th) Business Day after the day of deposit. The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first (1st) Business Day after the day of the deposit. The rest will be available on the ninth (9th) Business Day after the day of deposit.

Effective March 29, 2021, Firsttrust has changed the name of the eStatement service to Online Statement service. All references to eStatement on bank's website or in Agreements, including but not limited to Part 1, Section 31 and Part 4, Section 11 in the above Agreement, are therefore revised to Online

Statements. This change is to the name of the service only. All other terms and conditions of the service remain the same.

The following replaces Section 21 in Part I, in the above Agreement and is effective July 7, 2023. The change revises the order in which checks will be charged against your account.

- **Determination of Account Balance.**

We may make our determination of your Account balance at any time between presentment and any applicable return deadline. We are required to make only one (1) determination of your Account balance. When more than one check is presented for payment on one day, they will be charged against the Account in check number order. If the balance in the Account eligible to be charged for the payment of checks is insufficient to permit payment of all of the checks, then as many of the checks as possible will be paid in check number order. Other transactions also affect the balance available for withdrawal. These include but are not limited to ACH, ATM, debit card, FirstCall® and Firstrust online banking. However, funds available in Accounts established for overdraft protection may reduce or eliminate the returning of such items.

The following replaces Section 18 in Part I, in the above Agreement and is effective March 1, 2024. The change clarifies that it is the Bank's practice to charge a Non-sufficient funds fee against your account each time a check or other Item is presented for payment when there are not sufficient funds in your account to pay the Item.

- **Insufficient Funds.**

If we determine that there is not enough money in your Account to pay a check, ACH debit, any ATM or debit card transaction, any preauthorized withdrawal, or any other debit transactions (collectively "Item") which is presented for payment against your Account and which is not covered by overdraft protection, we may charge a non-sufficient funds fee against the Account according to our then-current Commercial Banking Fee Schedule(s). We may also charge the overdraft and related fee against any Account(s) you have with us. We have the option of honoring, dishonoring, or rejecting an uncollected or non-sufficient funds ("NSF") Item to avoid creation of an overdraft. You would owe us the amount of any overdrafts and related fees incurred whether or not the funds were advanced in conjunction with our discretionary Overdraft Privilege policy. In the event that an NSF Item is returned, a third party may resubmit it for payment. Each such resubmission constitutes a separate presentment. You agree that each time an Item is submitted for payment again after having previously been returned unpaid by us, and your available Account balance remains insufficient to pay the Item, you may again be charged the non-sufficient funds fee in effect at the time the Item is resubmitted for payment. You authorize us to use deposits made to any of your Accounts including deposits of benefit payments such as Social Security payments or Accounts that are part of a sweep Account serviced by a third party to cover any overdrafts and applicable fees. Honoring of past overdrafts does not obligate us to honor them in the future. We are not required to provide prior notice of checks returned or unpaid or rejected transactions, and you agree immediately to deposit sufficient funds to cover any overdraft and applicable fees or service charges. If we sue you to collect any overdraft, we may collect the costs and expenses of the suit and reasonable attorneys' fees from you.

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