

OVERDRAFT PRIVILEGE DISCLOSURE

Important Information About Firsttrust's Overdraft Privilege

HERE'S HOW OVERDRAFT PRIVILEGE WORKS

If we receive items for payment and there are insufficient funds in your checking account, payment may be made up to your Overdraft Privilege limit at the discretion of the bank. You will be responsible for paying the standard non-sufficient funds fee (\$36.00). This is the same fee that Firsttrust charges for items drawn against insufficient funds and returned to the payee. If multiple items are presented against your Overdraft Privilege limit in any of your eligible checking accounts on the same day, each item will be assessed the non-sufficient funds fee up to a maximum of five items for each consumer account or ten items for business accounts. You will also be responsible for repaying the amount of the Overdraft Privilege limit used. Taking advantage of your Overdraft Privilege allows you to avoid the inconvenience of having a check or other item returned, as well as the returned item fees that might have been charged to you by the person or merchant to whom you wrote the check or otherwise initiated payment. Your Overdraft Privilege limit will be reduced by the amount of the overdraft item(s) and any non-sufficient funds fees.

Overdrafts may be created by check, in-person withdrawal, ATM withdrawal or other electronic transactions such as online transfers. For consumer accounts, discretionary payment of ATM and everyday (one-time) debit card transactions and assessment of the related standard fee for each item presented against any account with insufficient funds are subject to opt-in by an accountholder authorizing Firsttrust to honor such items. Absent such authorization, Firsttrust will decline payment of ATM or everyday debit card transactions.

QUESTIONS & ANSWERS

How do consumers authorize Firsttrust to pay ATM or everyday debit card transactions?

You may authorize Firsttrust at its discretion to pay ATM or everyday debit card transactions at one of our branches or by calling 800-220-BANK.

Does Overdraft Privilege replace my existing Overdraft Protection?

Overdraft Protection is available using a savings, money market or line of credit to transfer funds to a checking account if there are insufficient funds in the checking account to cover items we receive for payment. Overdraft Privilege does not replace any Overdraft Protection you may currently have from a savings account, money market account or line of credit. Overdraft Protection remains your first defense against overdrafts. Please contact us if you would like to establish Overdraft Protection.

If I have multiple checking accounts, which accounts will receive the Overdraft Privilege service?

Please contact our Customer Care Center at 800-220-BANK and a Firsttrust Bank representative will be able to provide you with account specific information. In general, if you have multiple accounts that qualify for Overdraft Privilege any or all of the checking accounts per Tax Identification Number/Social Security Number may qualify for this service.

This service may not be granted to certain accounts, such as but not limited to trust accounts, dormant accounts, accounts subject to court order or other legal process or accounts that are not in good standing. Firsttrust Bank reserves the right to limit participation in this service in its sole discretion.

How can I access my Overdraft Privilege limit and will it be included in my available balance?

Your Overdraft Privilege limit is available to honor items including checks, in-person withdrawals, ATM withdrawals, ACHs or other electronic transactions. If you withdraw cash at a Firsttrust ATM and the withdrawal amount exceeds your account balance, and if you have authorized Firsttrust to pay ATM and everyday debit card transactions, any Overdraft Privilege limit you have available will be accessed in order to complete the transaction. Your balance as posted on receipts or balance inquiries will not include your Overdraft Privilege limit.

If more than one ACH item is presented for payment on one day, we will charge them against your Account in descending order by amount. If more than one check is presented for payment on one day, we will charge them against your account in check number order.

ACH transactions will be processed first followed by checks. If the available balance is insufficient to permit payment of all of the ACH items and/or checks, the ACH items with the highest possible dollar amounts will be paid first, then as many of the checks as possible will be paid in check number order. ATM transactions (including pin-based purchase transactions), VISA Debit Card purchases and transactions in our Branches are charged or holds placed against your Account when the transaction is processed. The order in which transactions are charged against your Account may vary on occasion based on factors beyond our control.

If multiple items are presented against your account on the same day, each item for which the balance is insufficient to permit payment will be assessed the non-sufficient funds fee. For example, if you had a zero balance in your account and three items for \$100 each were presented for payment on the same day, the amount charged against your Overdraft Privilege limit would be \$300 for the items plus \$108 (\$36 times 3 items) for the non-sufficient funds fee or a total of \$408.

Overdraft Privilege is not a line of credit. Your Overdraft Privilege service is to cover inadvertent overdrafts and will be available as long as your accounts with Firsttrust are in good standing. Please remember that payment of any overdrafts is always at the discretion of the bank.

What if I exceed my Overdraft Privilege limit?

Overdrafts in amounts exceeding your available Overdraft Privilege limit for any one of your checking accounts may result in the item being returned to the payee and the standard non-sufficient funds fee being assessed to your account.

How am I notified that I have used my Overdraft Privilege service?

Every time an item is paid using your Overdraft Privilege, your first notification will be a mailed notice detailing the transaction.

How long do I have to repay my Overdraft Privilege funds?

You should repay any overdraft as soon as possible. If you have recurring direct deposits, you may choose to repay the overdraft by making a deposit or using funds included in the direct deposit.

If I have additional questions or would like to opt-out of this service, who can I contact?

You can contact your local Branch or Customer Care at 800-220-BANK if you have any questions or would like to opt-out of this service.

It is the policy of Firsttrust Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure for retail customers or Master Commercial Account Agreement (herein "the applicable Account Agreement") provided to you at the time you opened your account with us controls your and Firsttrust Bank's duties, obligations and rights with regard to your deposit accounts. The applicable Account Agreement (and any addendums thereto) and its terms shall control any possible inconsistency, if any, between any provision of this discretionary Overdraft Privilege Disclosure and that Account Agreement. A copy of the applicable Account Agreement is available to you on request from a Firsttrust representative at your local Branch.

Firsttrust Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by Firsttrust Bank of any non-sufficient fund check or checks (or other item) does not obligate Firsttrust Bank to pay any additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item. Firsttrust Bank reserves the right not to grant discretionary Overdraft Privilege

service to certain accounts, such as but not limited to trust accounts, dormant accounts or accounts subject to Court Order or other legal process.

Pursuant to Firsttrust Bank's commitment to always provide you with the best level of customer service, now and in the future, if your consumer or small business account has been open for at least thirty (30) days and thereafter you maintain your accounts in good standing, which includes at least:

- (a) Making regular deposits consistent with your past practices,
- (b) Depositing an amount equal to or greater than the amount of discretionary Overdraft Privilege extended to you in your account within each thirty (30) day period and bringing your account balance to a positive balance within every thirty-five (35) day period from each overdraft,
- (c) You are not in default on any loan or other obligation to Firsttrust Bank; and
- (d) You are not subject to any legal or administrative order or levy,

FIRSTTRUST BANK WILL CONSIDER, AS A DISCRETIONARY COURTESY AND NOT A RIGHT OR OBLIGATION, APPROVING YOUR REASONABLE OVERDRAFTS. THIS PRIVILEGE WILL GENERALLY BE LIMITED TO A MAXIMUM OF A \$500 OVERDRAFT (NEGATIVE) BALANCE FOR ANY RETAIL CHECKING ACCOUNT NOT RECEIVING RECURRING DIRECT DEPOSIT OF PAYROLL, SOCIAL SECURITY OR PENSION PAYMENTS, A \$700 OVERDRAFT (NEGATIVE) BALANCE FOR ANY RETAIL CHECKING ACCOUNT RECEIVING DIRECT DEPOSIT OF PAYROLL, SOCIAL SECURITY, OR PENSION PAYMENTS, AND \$1,000 FOR ANY BUSINESS CHECKING ACCOUNT. OF COURSE, ANY AND ALL BANK FEES AND CHARGES, INCLUDING WITHOUT LIMITATION THE NON-SUFFICIENT FUND/OVERDRAFT FEES (AS SET FORTH IN OUR FEE SCHEDULES AND ACCOUNT AGREEMENTS) WILL BE INCLUDED IN THIS LIMIT. THE LIMITS DESCRIBED IN THIS PARAGRAPH APPLY TO EACH OF YOUR QUALIFYING CHECKING ACCOUNTS. STUDENT CHECKING ACCOUNTS ARE NOT ELIGIBLE FOR DISCRETIONARY OVERDRAFT PRIVILEGE.

The total of the discretionary Overdraft Privilege (negative) balance, including any and all bank fees and charges, (such as all non-sufficient funds and overdraft fees, as described in the applicable fee schedule) is due and payable upon demand, and you will continue to be liable, jointly and severally, for all such amounts, as described in the Account Agreement. If you have recurring direct deposits, you may choose to repay the overdraft by making a deposit or using funds included in the direct deposit.

Again, approval of payment of reasonable overdrafts by Firsttrust Bank on consumer and small business accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation, is within Firsttrust Bank's sole and absolute discretion, and can cease at any time without prior notice of reason or cause.

A customer can contact any Branch or Customer Care at 800-220-BANK if they would like to opt out of this service.

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EXPLANATION OF OVERDRAFT PRACTICES

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer Overdraft Protection plans, such as a link to a savings account or a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions, unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transactions.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Firsttrust pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of \$36 per item each time we pay an overdraft
- There is a five item daily limit on the total fees we can charge you for overdrawing your account

What if I want Firsttrust to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below.

I want Firsttrust to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: _____ Printed Name: _____

Checking account #: _____ Date: _____ / _____ / _____

Daytime phone number: _____

Firsttrust Bank, ATTN: Account Services ■ 1 Walnut Grove Drive ■ Horsham, PA 19044
firsttrust.com ■ 800-220-BANK