FIRSTRUST BANK

RETAIL ACCOUNT AGREEMENT, FUNDS AVAILABILITY & ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

MEMBER FDIC
EQUAL HOUSING LENDER

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Welcome to Firstrust Bank.

NOTICE: PARAGRAPH 63 OF SECTION I OF THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY AFFECT YOUR RIGHTS TO BRING CERTAIN TYPES OF CLAIMS IN THE EVENT OF A DISPUTE INVOLVING YOUR ACCOUNT. PLEASE READ THIS PARAGRAPH CAREFULLY.

I. ACCOUNT AGREEMENT

1. Introduction

This Retail Account Agreement, Funds Availability & Electronic Funds Transfer Agreement and Disclosure ("Agreement") provides the terms and conditions for each retail deposit account you have with Firstrust Bank for personal, family or household purposes (each an "Account"). This Agreement also includes disclosures for those Accounts, and the terms, conditions, agreements and disclosures for any related services available to you as a Firstrust Bank customer and supersedes any previous account agreements. If you open a time deposit (such as a certificate of deposit), it will also describe certain terms and conditions regarding such Account, and such terms and conditions are hereby incorporated into this Agreement. The Agreement does not cover loans, safe deposit boxes, trust services, or non-deposit investment products.

Please read this Agreement carefully. By signing (manually, electronically, or otherwise) or submitting (electronically, verbally or otherwise) a Firstrust Bank Account application, signature card or other form when you open or request an Account, product or service, or by otherwise opening or using an Account with us or a product or service from us, you acknowledge receipt and review of the terms and conditions in this Agreement and any other applicable agreements and disclosures, including without limitation the Waiver of Jury Trial/ Arbitration of Disputes provision, the Truth in Savings Disclosure, the Overdraft Privilege Disclosure, the Retail Banking Fee Schedule, and the Rate Sheet provided to you when your Account was opened, together with all amendments thereto in effect from time to time.

You should keep a copy of this Agreement, the disclosures, the Retail Banking Fee Schedule and all product information, and feel free to ask questions about them. You should substitute any later versions of the documents when you receive them, or they are otherwise made available to you. The most current version of this Agreement including any addendum, the Truth in Savings Disclosure, the Overdraft Privilege Disclosure, the Rate Sheet, and the Retail Banking Fee Schedule supersedes all prior versions of these documents.

If you have any questions concerning your Firstrust Bank Accounts or services, please contact us by telephone or mail using the information provided in "How to Contact Us" near the end of this Agreement.

As used in this Agreement, "we", "us", "our" and "Bank" refer to Firstrust Bank and to any successors or assignees. "You" and "your" refer to each person opening or authorized to exercise any control (limited or otherwise) over the Account, and anyone else with authority to conduct transactions on or exercise control over the Account(s). The headings in this Agreement are only for convenience. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be interpreted to mean that the singular includes the plural, and the plural includes the singular.

A specimen of your signature is shown on your Account signature card or elsewhere in your Account application or documentation. This signature card shall constitute evidence of the existence of an Account in your name as owner(s) thereof as indicated on the signature card. We are authorized to act without further inquiry in accordance with checks, withdrawal slips and/or other orders or writings bearing such signature or by your use of an ATM card or VISA® debit card, transactions initiated through Firstrust Online Banking, FirstCall® or other Account services made available to you. If the designation of a temporary signature card is checked on the Account signature card, this signature card will constitute a temporary signature card. Even if the designation of a temporary signature card is checked, the documents required to be presented to comply with the law (including the Customer Identification Program requirements of the USA PATRIOT Act) must have been received for each person who signed the Account signature card or otherwise opened an Account. Subject to the restrictions below, only the persons who have signed an Account signature card may transact business on the Account associated with such signature card. Any applicant who has not signed the Account signature card may not transact business on such Account until such time as their signed signature card is received in our office and accepted by us. We may at some time in the future restrict or prohibit further use of such Accounts if we do not receive such additional signature(s) and/or the documentation or other requirements we have imposed within a reasonable time. If for some reason you have not signed a signature card or we do not have your signature card, we will not be liable to you for honoring checks or other signed instructions whether or not we believe in good faith that the signature appearing on such checks or instructions is authorized.

2. Interest

If you have an Account that earns interest, a Rate Sheet with interest rates and Annual Percentage Yields (APYs) that apply to your Account was provided to you when you opened your Account. These interest rates and APYs are accurate as of the date printed on the Rate Sheet. You may call 800-220-BANK to determine if any of these rates have changed. Unless otherwise required by law or provided for in our Truth in Savings Disclosure, interest begins to accrue no later than the Business Day on which we receive credit for the deposit. Additional disclosures contain other information regarding the interest rate, frequency of interest rate changes and other terms regarding the payment of interest on our retail Accounts.

3. Ownership of Accounts and Signature Requirements

These rules apply to your Account depending on the form of ownership and any beneficiary designation specified on our Account records. We make no representation as to the appropriateness or effectiveness of the type of Account you open or the ownership or beneficiary designation you specify, except as they may determine to whom we pay the Account funds. We also make no representation regarding tax consequences, deposit insurance coverage, or legal results regarding the type or title of the Accounts you open. You are solely responsible for selecting the type and title of the Account. We recommend that you consult with your attorney or financial advisor to determine the appropriate Account for you and your situation. Some forms of

Account ownership may not be available on all types of Accounts. You acknowledge that we are not acting as a fiduciary for you or for your benefit. You agree that you will use your Account(s) only for lawful purposes. If you opened your Account in a Firstrust Branch in New Jersey, you should also review the Multiple Party Deposit Account Paragraph below for further information on your Account.

(a) **Individual Account.** An individual account is an Account in the name of only one person. Only that person may write checks or withdraw funds from the Account, regardless of who actually owns the Account funds. Upon that person's death, we will pay the funds in the Account in accordance with the appropriate documents presented to us.

(b) **Joint Account.** If your Account is a joint account, any one of you may conduct all transactions on your Account. This means that we may pay all or any part of the Account balance to any one of you and pay checks signed by any one of you. We may also honor withdrawals, orders or other requests from any one of you. Any one of you may place a stop payment on any eligible item. Each of you guarantees the signature of the other and authorizes the other to endorse for deposit and/or cash any item that is payable to any or all of you. We reserve the right to require the signatures of all joint account holders at any time. Either of you may appoint someone to act for you on the Account (an Agent or Attorney in Fact), but we may, but are not obligated to, require the consent of all of you to the appointment. If one of you dies, we may continue to pay checks signed by, and honor withdrawals, orders or other requests by an authorized signer or any one of you who survives. If we receive written notice from any one of you or any authorized signer on the Account not to permit withdrawals, or if we receive conflicting instructions from each of you, we may freeze (refuse to permit withdrawals or transfers to and from or deposits to) the Account. The Account may be frozen until we receive written notice, signed by all of you (including all authorized signers), as to the disposition of the funds. Notice from us to any one of you is notice to all of you.

Unless otherwise indicated on our records, a joint account will be considered to be with right of survivorship. If your Account is a joint account with right of survivorship, when one of you dies, the Account will be owned by the surviving owner(s). The estate of the deceased owner will have no interest in the Account. If two or more of you survive, the remaining account holders will own the balance in the Account as joint owners with right of survivorship. In the event of the death of a joint owner, the Account balance owned by the surviving account holder(s) as described in this Paragraph is subject to our right to reimbursement from the Account and our right of set-off and security interest in the Account. The estate of the deceased joint owner has no interest in the Account.

If your Account is a joint account with no survivorship (as tenants in common), and one of you dies, we may freeze the Account until we receive documents satisfactory to us instructing us how to treat the Account. Generally, the deceased owner's equal share of the Account will pass to his or her estate and not the surviving owner.

For any joint account where a joint account holder has died, we reserve the right not to release funds until sufficient and acceptable legal documentation is delivered to us and we have an opportunity to review such documentation.

(c) Irrevocable Trust Account. If you have established a formal trust for someone else under a will or written trust agreement, you agree to perform all your duties as trustee for the Account as required by law. If you die or are replaced as trustee, we will not release any funds until all required legal documents have been received and reviewed by us and all other legal requirements have been met. If you wish to establish an irrevocable burial account, you understand and agree that you cannot withdraw any funds from the Account. Funds in an irrevocable burial account will only be released to your legal representative or a funeral director upon your death. You should make sure you will not need any of these funds before you deposit them into an irrevocable burial account. Trust and burial accounts are subject to applicable law including limitations on the number of beneficiaries.

(d) Revocable Trust Account. A revocable trust account may be opened without a written trust agreement. The Account is in the name of one or more of you for the benefit of one or more persons you name as beneficiaries. Trust accounts are subject to applicable law including limitations on the number of beneficiaries. The beneficiaries cannot withdraw funds from the Account unless all of you die and the beneficiary is then living. If two or more beneficiaries survive, the Bank will pay the funds in the Account in equal shares to the beneficiaries. The funds in the Account will not be inherited by your heirs or controlled by your will. If this Account is owned by more than one of you, you will be subject to the joint account rules stated above. If you die, we will not release any funds until all required legal documents have been received and reviewed by us and all other legal requirements have been met.

(e) Custodian Account. You may make a gift or transfer of money to a minor under state law by opening an Account in the name of the minor with you or another adult listed as custodian. You may also designate a successor custodian. Your rights and duties as custodian are governed by the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of the state where you reside at the time you open the Account. This law will also determine how the Account balance will be handled upon the Custodian's death, resignation, or removal. Only the Custodian is authorized to act on the Account.

(f) Fiduciary Account. A fiduciary account is an Account established by you as a trustee, guardian, executor or administrator under a written agreement or court order. You act as a fiduciary under this Account. Upon your death, we will pay the Account balance in accordance with the terms of any appropriate legal documentation presented to us or upon the instructions of any successor fiduciary. If the legal documentation you present requires a review by our outside counsel to make us comfortable with the instructions, you agree to pay reasonable attorneys' fees for this review. A successor fiduciary must first present to us the appropriate documentation establishing their appointment as the successor fiduciary.

(g) Individual Retirement Account. You may open one or more individual retirement accounts ("IRA"), which may be a savings Account or a certificate of deposit. Individual retirement accounts are also governed by separate disclosures and agreements which we will provide to you at the time such Accounts are opened. You may not pledge your individual retirement account or any other retirement or pension account as collateral for any loan.

(h) Transfer of Ownership. If you wish to add an owner to, remove an owner from, or otherwise change ownership of an Account, we may require that the Account be closed and a new Account opened in the names of the new owners. If your Account is a joint account, we may also require all owners' written consent. You may not transfer or assign your Account without our prior written consent. We must approve

any assignment or pledge of your Account as security for a debt you owe. Any assignment or pledge of your Account remains subject to our right of set-off and security interest. No pledge or assignment for security purposes will become effective until we have recorded it in our files.

(i) **Trust, Custodian and Fiduciary Accounts.** If an Account is opened as a trust, custodian, fiduciary or other similar type of Account, we reserve the right to require and have an opportunity to review such documentation or authorizations as we reasonably deem necessary or appropriate to satisfy us that such documentation is satisfactory for opening the type of Account, and to determine that the person who requests any withdrawal of funds has the authority to do so. Any individual acting as a trustee, custodian or in any other fiduciary capacity must be designated as such on the Account signature card and the signature card must be signed by all parties. Otherwise, it will be assumed that the Account is owned in an individual capacity. We are authorized to follow the directions of such individual until we receive written notice that the authority of the trustee, custodian or other person with fiduciary capacity has been terminated and we have a reasonable time to review and act on the notice.

We have no duty to monitor or ensure that the acts of individuals serving as custodian or fiduciary with regard to an Account are for the use or benefit of the principals or beneficiaries, and we will not be liable if such parties exceed their authority with respect to such Accounts. Contingent beneficiaries are not permitted in trust and fiduciary deposit accounts beyond what is permitted in an application for an IRA account.

4. Multiple Party Deposit Accounts (This Paragraph only applies to Accounts opened in a Firstrust Branch in New Jersey.)

All multiple party accounts are subject to the provisions of the Multiple Party Deposit Account Act, N.J.S.A. 17:16I-1 et. seq. (P.L. 1995, c. 372). This Paragraph pertains to multiple party accounts.

(a) We have no liability for payments made pursuant to the Multiple Party Deposit Account Act. Any multiple party account may be paid, on request, to any one or more account holder and we are not required to determine net contributions. We may make payment from this 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 parties; and (ii) on request of a trustee in bankruptcy, receiver in any state or federal insolvency proceeding or other duly authorized insolvency representative of any one or more of the parties.

(b) Joint Account with Right of Survivorship. An Account with two or more account holders is a joint account. Ownership of the Account cannot be changed by will.

(1) Each account holder has a present right to payment from the Account. Each account holder owns his or her net contribution to the Account. In the absence of proof of net contribution, and unless the account holders have specifically otherwise agreed, each account holder will own an equal share of this Account.

(2) Upon the death of one of the joint account holders:

(i) Where there is only one surviving account holder, the entire Account will belong to the survivor.

(ii) Where there are two or more surviving account holders, each survivor will continue to own his or her proportionate share. The portion of the Account owned by the deceased party will be shared equally by the survivors.

(c) Revocable Trust Account (No Formal Trust Agreement). A Revocable Trust Account is an informal trust account. This means that there is no formal trust agreement. The Account belongs to the trustee(s) during the lifetime of the trustee(s) and belongs to the beneficiary (or beneficiaries) upon the death of all trustees. The beneficiary has no present right of withdrawal. Ownership of the Account cannot be changed by will.

(1) Where there are two or more trustees, each trustee has a right to payment from the Account. Each trustee owns his or her net contribution to the Account. In the absence of proof of net contribution and unless the trustees have specifically otherwise agreed, each trustee will own an equal share of the Account during his or her lifetime.

(2) Upon death of a trustee, the surviving trustee(s) will continue to own his or her proportionate share of the Account. The share owned by the deceased trustee will be shared equally by the surviving trustee(s).

(3) Upon the death of the sole surviving trustee, the Account will belong to the surviving beneficiary.

(4) Where there are two or more surviving beneficiaries, the Account belongs to the beneficiaries who survive all the trustees. Unless otherwise specifically stated in the Account by the trustee(s), each surviving beneficiary will own an equal share of the Account. Unless specifically stated otherwise, upon the death of a surviving beneficiary, any remaining beneficiary will not own any portion of the deceased beneficiary's share of the Account.

(d) P.O.D. Account. A Payable on Death (P.O.D.) Account is an Account payable to the account holders during their lifetimes, and upon the death of the last account holder, ownership passes to the named P.O.D. payee(s). The P.O.D. payee(s) has no present right of withdrawal. Ownership of this Account cannot be changed by will.

(1) Where there are two or more account holders, each account holder has a right to payment from the Account. Each account holder owns his or her net contribution to the Account. In the absence of proof of net contribution and unless the account holders have specifically otherwise agreed, each account holder will own an equal share of the Account during his or her lifetime.

(2) Upon death of an account holder, each of the surviving account holders will continue to own his or her proportionate share of the Account. The share owned by the deceased party will be shared equally by the surviving account holders.

(3) Upon the death of the sole surviving account holder, the Account will belong to the surviving P.O.D. payee(s).

(4) Where there are two or more P.O.D. payees, the Account will belong to the P.O.D. payees who survive all account holders. Unless otherwise specifically stated in the Account by the account holders, each surviving P.O.D. payee will own an equal share of the Account; and upon the death of a surviving P.O.D. payee, the deceased P.O.D. payee's estate will become owner of the applicable share and the remaining P.O.D. payee(s) will not own any portion of the deceased payee's share of the Account.

5. Power of Attorney

We may, but are not required to, recognize any valid and properly executed power of attorney (properly called Agent in Pennsylvania and Maryland and Attorney in Fact in New Jersey) you present to us where you appoint another person to act on your Account. We have no obligation to review the legal validity of any power of attorney, and you agree that we are entitled to rely on any power of attorney that you, your Agent, or Attorney

in Fact provide to us. However, unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others. If we accept a power of attorney, any action we take will be binding on you if we take action before we receive and have a reasonable time to act on: (1) a signed written revocation of the power of attorney; or (2) a certified copy of your death certificate; or (3) if the power of attorney is non-durable, a certified copy of a court order declaring you incapacitated or appointing a guardian for you; or (4) a certified copy of a court order prohibiting the further action by such agent. At any time, we may require any Agent or Attorney in Fact to execute an "Acknowledgement and Affidavit of Agent", or an equivalent document, prior to accepting any form of instruction under such power of attorney. We may, at our option, require that you and/or the Agent or Attorney in Fact execute one or more of our documents to establish or maintain a power of attorney relationship.

6. Facsimile Signatures

If you use a stamp, computer technology, digital or other electronic means, or other device to cause a facsimile of your signature to be placed on a check, withdrawal slip, application, order or other document, you accept complete responsibility for maintaining security over any such signature device. You understand that you are fully responsible for the use of the signature device and that you bear all risk for the use of such device, even if you are not negligent. You are also fully responsible for payments made by us in reliance on the facsimile signature which appears on any item presented to us for payment, regardless of who used the signature device or how the facsimile signature came to be placed on the check, withdrawal slip, application, order or other document. The Bank may honor any check, withdrawal slip, application, order or other document containing a facsimile signature as having your signature or endorsement, whether or not the person who used the signature device was properly authorized to use it. You are responsible even if the size, or color of the facsimile signature is different from that of any signature previously presented to us. You agree to reimburse us (and we may charge any of your Accounts) for all claims, costs, losses, and damages, including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized. You must notify us at once if you suspect that your facsimile signature is being or has been misused. If you use a signature device, we may require that you deliver a sample to us before its first use. We may, at our option, refuse to pay any withdrawal requests bearing a facsimile signature unless a specimen signature is on file, and we have approved its use.

If your stamp or other device for placing your facsimile signature on a check, application, order or other document has been lost or stolen, you should contact us immediately using the "How to Contact Us" information near the end of this Agreement.

7. Deposits and Collection of Items

We may refuse, accept for collection only, limit the amount of a deposit, or return all or part of any deposit. We may also refuse to pay an item, or limit or discontinue permitting withdrawals from your Accounts or from any type of Accounts, as well as discontinue providing any service including any online banking service with respect to any of your Accounts. We will give you only provisional credit until collection is final for any item, other than cash, that we accept for deposit (including items drawn "on us"). Provisional credit means that we may take the funds out of your Account if the deposited item is not actually collected. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in United States dollars. Interest is paid only on collected funds, unless otherwise provided by law or our policy. Refer to the Funds Availability Disclosure in this Agreement for additional information.

You may make deposits to your Account in person at any of our Branches or at automated teller machines (ATMs) that accept deposits to your Account. You may also make deposits by mail or by any other deposit methods we may authorize or make available from time to time. We may make other methods of making a deposit available to you for your convenience. We are not responsible for any deposits, including transactions by mail or that are outside our offices, until we actually verify and record them in our records. Cash deposits may also be subject to later verification.

In receiving any item (such as but not limited to a check, draft, or Automated Clearing House ("ACH") credit) for deposit or collection, we will process the item in order to collect payment of it. We do not, however, become the owner of the item and will not be responsible beyond the exercise of ordinary care. We are not responsible for errors and delays by others in the collection process.

You must correctly identify the Account (including the Account number) to which the deposit is to be credited. We may credit an Account based solely on the Account number listed on the deposit slip or other instructions to credit an Account, even if the name on the deposit slip or other instruction differs from the name on the Account. You agree that we are not liable to you for your use of a counter deposit slip, whether completed by you or one of our employees.

If, after we receive final payment of an item, a third party claims that the item was altered, bore a forged or unauthorized endorsement, was counterfeit, was otherwise not properly payable or could otherwise not be honored against the drawer's account, we may withhold the amount of the item from your Account until a final determination has been made of the claim, even if this results in your Account becoming overdrawn. We will not be liable to you for our actions. We may charge you a fee for each returned item (See the Retail Banking Fee Schedule). In our discretion, you authorize us to convert to an electronic transaction any checks that you deposit into your Account and that are returned for insufficient or uncollected funds. If we are notified of a valid claim after you closed your Account, you agree that you will be liable for the amount of any such claim plus any fees and will pay us within 30 days after we contact you. This Paragraph will survive termination of this agreement.

If federal benefits (such as Social Security benefits) or other payments are deposited to your Account after you are not eligible for such benefits and/or payments, we may set-off against your Account, or against any other account you have with us, to recover any funds we are obligated to return to the payor because of your ineligibility. If there are insufficient funds in any of your Accounts to recover any federal benefits, we are required to return to the payor due to your ineligibility, your estate is liable for such amount and will pay us within 30 days after we contact the executor or administrator of your estate.

If you deposit into your Account a remotely created check (a check that was not created by the paying bank and that does not bear a signature applied or purported to be applied by the party on whose account the check is drawn) or draft, you warrant that the party on whose account the item is drawn authorized the issuance of the item in the amount for which it is drawn and you shall bear the loss for the return of any such item. For example, if you give information about your Account (such as your Account number and/or our routing and transit number), to a party who is seeking to sell you goods or services, and you do not physically deliver a check to that party to pay for those goods or services, any item presented against your Account by that party is deemed to have been authorized by you.

You agree that, with respect to substitute checks, you shall not deposit, without our prior written consent, paper checks or electronic replacements for the original items, including without limitation, substitute checks as defined by federal law without a previous endorsement by a bank.

If, in connection with a direct deposit, we deposit any amount in an Account which should have been returned to the originator of the deposit (whether such originator is the federal Government or other entity) for any reason, you authorize us to deduct the amount of our liability to the originator from the Account or from any other account you have with us, or any other account at any bank (via ACH) that we become aware of without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

If an item you deposited or cashed is lost in transit by us or another bank, we may reverse the credit given for such items or charge any account you have with us until a duplicate can be obtained and collected. You agree to cooperate with us to obtain a copy of the original or replacement item.

We may charge you a fee if you deposit a check to your Account which is returned to us because there are insufficient funds to pay the check; the check is written against uncollected funds or any similar return item situations (See the Retail Banking Fee Schedule).

Foreign checks are checks issued in a foreign currency and/or drawn on a foreign bank. Foreign checks must be deposited separately and processed for collection under different operating procedures than domestic checks. Foreign checks are not governed by our Funds Availability Disclosure included in this Agreement. You agree to keep copies of all such checks presented to us for collection. Collection of such items may take four to six weeks or more. Your Account will be credited promptly after we receive credit for the items. The amount credited to your Account will be after deduction of the fees identified in the Retail Banking Fee Schedule as well as those assessed by third parties in this process. The exchange rate used will be established at the time the checks are paid by the bank on which they are drawn. We do not have any control over the exchange rate or the date or place of the exchange. We take no responsibility for infringement of import/export or currency control restrictions. You shall immediately reimburse us for any overpayment you receive from us. If the payment to you is subsequently corrected (such as for an overpayment to you) or reversed for any reason, your Account will immediately be charged or credited based on the exchange rate in effect at the time of the correction or reversal. Therefore, you are responsible for any change in the exchange rate between the original transaction and the correction or reversal. You will also be charged for any bank or other third-party fees associated with this reversal or correction transaction. A foreign check may be returned unpaid much later than checks drawn on banks located in the United States. You bear all the risks of a late return.

8. Endorsement Standards

We may accept for deposit any item payable to you or your order, even if the item is not endorsed by you. At our option, we may endorse and/or collect items deposited to your Account without your endorsement. We may instead, in our sole discretion, require your personal endorsement prior to accepting an item for deposit. Each of you authorizes each other person signing the signature card or Account application to endorse any item payable to you or your order for deposit to your Account or any other transaction with us. You warrant that all endorsements on items deposited by you are genuine.

We are not required to accept items that contain more than one endorsement or an improper endorsement. We may, at our option, refuse endorsements by third parties or require them to be verified or guaranteed. In our discretion, we may limit the amount that you may deposit. You agree to reimburse us for any loss we incur because an item was not endorsed exactly as it was made out, contained features or ink that cannot be properly imaged or was otherwise defective, and to pay any fee we impose (See the Retail Banking Fee Schedule). This Paragraph will survive the termination of this Agreement.

If you cash or deposit a check, your proper endorsement must appear on the back of the check within the first 1 1/2 inches from the left side of the check when looking at it from the front. You may not include any other information in the remaining area on the back of the check. We are not responsible for any loss due to a delay in returning the check caused by endorsements that do not comply with these standards. We are also not responsible for any loss due to endorsements that are not legible because of material on the back of the check (such as checks with carbon bands or strips) that prohibit us from placing our endorsement on the back of the check or that causes our endorsement to be covered. You agree to reimburse us for any loss, expense and cost we may incur because you do not comply with these endorsement standards.

9. Withdrawals

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 physically, electronically or by any other means 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. Even if we honor a nonconforming request, we are not obligated to honor subsequent non-conforming requests. We will not be liable to you for any late payment or failure to pay the item, except as set forth in this Agreement. We may debit your Account for an item drawn on your Account when it is presented physically, electronically or by another means, or at an earlier time if we receive notice (including verbal) that the item is being returned to us for any reason. If we receive an electronic representation of a check drawn on your Account from the depositor or the depositor's bank, we will pay or return the electronic representation of the check as if the original check was being presented to us. The Electronic Funds Transfer Disclosure in Section III of this Agreement does not apply to such checks. We are not obligated to cash any checks or other items drawn on your Account that are payable to others.

We may refuse any request by you to withdraw or transfer funds from your Account if your request is for an amount that is less than any minimum we require, or if it exceeds any limit on the frequency of withdrawals or transfers that we establish. We may also refuse any request by you to withdraw or transfer funds if such withdrawal or transfer is by a method not specifically permitted by us. We may refuse to honor a request to withdraw funds in cash from your Account or to cash any check, if we believe that the amount is unreasonably large or that honoring the request is an undue hardship or security risk. We do not guarantee physical protection and we are not responsible for providing your security for any such transactions. We will not be liable for items improperly drawn on your Account to the extent that you, or anyone or entity related to or affiliated with you, benefited from the withdrawal. If you issue a duplicate check (more than one check with the same serial number), we are not responsible for any loss, cost or expense that may result. We may refuse to pay any

preauthorized draft drawn on your Account. We are not liable for refusing to pay any preauthorized draft that is authorized by you but does not bear your signature. We may refuse to pay any check or withdrawal that does not satisfactorily compare (in our sole and reasonable discretion) to the signature we have on file.

We are not liable for any errors caused by you when preparing the check, initiating any internet transaction such as with online bill pay, performing a transaction with an ATM or VISA debit card or other method that might otherwise initiate a transaction regarding your Account.

In addition, under applicable law, we reserve the right at any time to require that you give us at least 14 days prior notice before we pay checks and/or any other requests for withdrawal from any Account that is not a time deposit. If you make a withdrawal from a certificate of deposit Account prior to maturity, your withdrawal may be subject to a penalty as well as other restrictions we impose.

10. Insufficient Funds

To minimize the risks of overdrafts and associated fees, we encourage you to make careful records and practice good account management. Overdrafts can be created by writing checks, in-person withdrawals, ATM withdrawals, debit card transactions, bill pay transactions, automated clearing house transactions, deposited items that are dishonored, electronic transactions or through other transactions.

You must maintain a sufficient available balance in your Account to cover (a) the checks you write, (b) any withdrawals you have preauthorized (i.e., online bill pay, ACH payments, drafts, etc.), (c) any debits to your Account, or (d) any ATM or VISA Debit Card transactions. The Bank has no obligation to pay any of these items if there are insufficient funds in your Account when the item is presented for payment. If your check is presented to us at a time when there is not a sufficient balance in your Account, we may pay the check, or return the check. We may also pay or reject any preauthorized withdrawal, debit, ATM, or debit card transactions. We may also return any check, withdrawal, ACH, ATM or VISA debit card or other debit transactions or reject any debit card authorization presented against uncollected funds. If we choose to pay any such checks, withdrawals, debits, ACH, ATM or debit card transactions and an overdraft on your Account is created, we may charge any Account you have with us the amount of the overdraft plus any applicable fee as permitted by law or regulation. Notwithstanding the preceding part of this Paragraph 10, for many retail deposit Accounts, if you have not opted into Overdraft Privilege for certain types of transactions that would create a negative balance in your Account, or that are made while your Account has a negative balance, payment of such items may be declined. (See the Overdraft Privilege Disclosure.)

You authorize us to use the balances in and deposits made to any of your Accounts, including deposits of benefit payments such as Social Security payments, to cover any overdrafts and any fees. If we pay any such checks, withdrawals, debits, ATM or VISA debit card or other debit transactions and permit an overdraft on your Account, we are not obligated to pay them in the future. We are not required to provide prior notice of checks returned or other unpaid or rejected transactions, and you agree to immediately deposit sufficient funds to cover any overdraft and applicable fees. You will owe us the amount of any overdrafts and any fees incurred (as permitted by law or regulation) whether or not the funds were advanced in accordance with our discretionary Overdraft Privilege Disclosure as it may be amended from time to time.

How ever an overdraft is created, you agree to be jointly and severally liable, in an individual capacity, for any Account shortage resulting from charges, overdrafts and returned deposited items. You have this joint and several liability whether the overdraft is caused by you, another with access to your Account, or by a person that provided you with an item that is deposited to your Account but returned by us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item, requested the debit or withdrawal, or benefited from the charge, overdraft, or returned item. You are responsible for reimbursing us for all overdrawn checks or other withdrawal, transfer, or debit requests, regardless of when or why they were returned. In addition, unless your Account is a Traditional or Roth Individual Retirement Account (IRA), (a) your liability includes our costs to collect any Account shortage, including, to the extent permitted by law, our court costs and reasonable attorneys' fees; and (b) you are responsible for all Insufficient Funds (NSF) Item and Returned Deposited Item fees. Your liability under this Paragraph is due immediately and can be deducted directly from the Account balance whenever sufficient funds are available, including deposits that may be received from the Social Security Administration or other governmental agency or department.

You will be charged the standard fee in effect at the time of the transaction for each item presented against any Account with insufficient funds (whether the item is paid or returned), including checks, in-person withdrawals, ATM or debit card withdrawals, or withdrawals by other electronic means, such as ACH transactions. (See the Retail Banking Fee Schedule.) In the event that an item is returned for insufficient funds in your Account, a third party may resubmit the item for payment. Each resubmission constitutes a separate item. You agree that if an item is submitted for payment again after having previously been returned unpaid by us, and your available balance remains insufficient to pay the item, you will be charged the standard fee in effect at the time the item is submitted for payment. Discretionary payment of certain types of transactions that would create a negative available balance in your Account and/or assessment of any related fee for each item presented against any Account with insufficient funds, may be subject to an Account holder opt-in authorizing Firstrust to honor such items. (See Overdraft Privilege Disclosure.)

11. Determination of Account Balance

The decision to pay your check or return it unpaid is made on the day after the check is presented to us. The decision to pay your withdrawal by ACH or return it unpaid is made the day the transaction is scheduled to settle. Our decision to pay or not pay these items is based on the funds available in your Account and other factors. Other transactions also affect the balance available for withdrawal by check or ACH. These include but are not limited to transactions made using your ATM or debit card or using online bill pay, FirstCall, Firstrust online banking or any other methods we make available to you from time to time. We may make our determination of your Account balance at any time between when we are presented with your item and the time of the return of the item. We are required to make only one determination of your Account balance.

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 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. We may change the order in which we pay items at our discretion and without prior notice to you.

If you establish an account for Overdraft Protection, the balance in that account may reduce or eliminate the returning of such items.

12. Regulatory Accounting of Balances – No Effect on Your Account

For regulatory accounting purposes only, your checking Account may be divided into two sub accounts, a checking sub account and a savings sub account. All savings sub accounts will earn the same Annual Percentage Yield as your checking account and be subject to all account rules governing our other savings accounts. Balances in the sub accounts will be treated as a single account for purposes of FDIC insurance coverage, interest calculations (where applicable), minimum balance requirements, account statements, and funds available to pay checks, debit card purchases, ATM withdrawals and any other transactions you authorize. Since these sub accounts are only for regulatory accounting purposes, you cannot directly access them. Periodically, the Bank may make adjustments to the balances of the sub accounts depending upon the change in the balance of the combined account. This regulatory accounting process using sub accounts in no way impacts your experience with your checking account. In fact, these sub accounts will be invisible to you.

13. Overdraft Protection

You may choose to use another Firstrust account and/or your credit line ("overdraft account") to provide Overdraft Protection to an Account. The overdraft account must be held in exactly the same title as the deposit Account it protects. When the current balance of your Account is less than the amount necessary to cover outstanding checks and/or other debit items, funds will be transferred from the overdraft account (in such increments as we determine) to cover such checks or debit items and any applicable fees (See the Retail Banking Fee Schedule). The funds necessary to cover such checks and/or debit items plus related fees will be transferred to the Account, provided sufficient collected funds are maintained or are available in the account used for Overdraft Protection. These transfers may cause the overdraft account to fall below the minimum balance required to avoid service charges (See the Retail Banking Fee Schedule). Any transfer of funds to cover an overdraft is not an extension of credit unless it comes from your line of credit with us. The funds available in any of your overdraft accounts will be used before any advances are made in accordance with our discretionary Overdraft Privilege Disclosure.

14. Errors Regarding Your Account

We may adjust your Account in our sole discretion to correct computation, transaction recording or other errors. If, for any reason, we credit your Account in an amount that is less than the amount to which you are entitled, we will adjust your Account to reflect the correct amount promptly upon notification or upon our discovery of the error. If, for any reason, we credit your Account in error or for an amount in excess of the amount to which you are entitled, you agree to pay us the amount of the credit or excess amount immediately upon notification. We may deduct the amount of the credit or excess amount from your Account or any of your accounts (including making an advance from your line of credit if authorized by the applicable agreement) with us without notice to you. We may also use any other legal remedy to recover the credit or excess amount. We will not be liable for errors, mistakes or negligence by other banks or others that process any item.

15. Stop Payment Requests

If you do not want us to pay a check you have written or an ACH you have authorized, you can request us to stop payment on it in person, by mail, by telephone, via Firstrust Online Banking or by any other method we make available to you. You may not notify us by email without our specific prior written consent. Any person who can act on your Account may also place a stop payment request on any check or item written, or an ACH you have authorized on your Account. You must notify us either during our regular business hours or anytime using Firstrust Online Banking. You also may use this stop-payment process for a temporary stop-payment order for a postdated check.

Any stop-payment order must specify the Account number, the check number or the ACH serial number, the amount, the date of the check or ACH debit, and the payee. We may also require additional information such as the date of the check, name of the payee and the information that is magnetically encoded on the bottom of the check. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable if we incorrectly make the payment or do not make the payment. We may take up to one full Business Day to determine whether we can act on a stop payment request. If any of the information you tell us is incomplete or incorrect, if you use a check that is not magnetically encoded to our specifications, if you have issued more than one check with the same serial number, or if we do not have a reasonable opportunity to act on your request, we will not be liable if we fail to stop payment of the check or ACH, or if our payment of the check or ACH causes other checks or items to be returned for insufficient funds. We will not be liable for clerical or inadvertent errors, or a reasonable mistake of judgment if we pay the check over a stop payment request. In no event will we be liable if we pay the check or ACH on the same day we receive your stop payment request. If we pay a check or ACH over a valid stop payment request and re-credit your Account for the amount of the check or ACH, you agree to transfer to us all of your rights against the payee of the check or ACH or person holding your check. You also agree to assist us in any suit or action we may take against the payee or holder of the check. We will not honor stop payments on cashier's checks or other bank official checks. You may not place a stop payment on a check or ACH that has already been paid or otherwise accepted by us.

An oral stop payment request must be confirmed in writing within 14 calendar days; otherwise, it will expire. Mail your confirmation to: Firstrust Bank, Customer Care Center, 1 Walnut Grove Drive, Horsham, PA 19044.

A stop payment request on a check will be valid for 180 days, but you may renew it before the 180 days expires. When the 180 days expires, we do not have to notify you before we pay the check. A stop payment request may be revoked or released, but only by the person who requested the stop payment, regardless of the ownership of the Account.

If you request a stop payment, you agree to pay our stop payment fee and to reimburse us for all costs and expenses we incur, including our attorneys' fees, because of our refusal to pay the check (See the Retail Banking Fee Schedule).

See the "Electronic Funds Transfer Agreement and Disclosure" in Part III of this Agreement for additional information on how to request a stop payment on an individual preauthorized payment and to withdraw your authority to make any regular scheduled payments to a party in the future.

If you request a stop payment on any item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment request.

16. Savings Account and Money Market Account Transactions

If you use your savings Account or Money Market Account as a transaction account, at our discretion we may, or if federal regulations require shall, convert such Accounts to another Account designed for unlimited check writing and transfer privileges.

17. Use of Our Forms

You may use only current check forms, deposit slips, withdrawal slips, or any other forms issued or approved by us. We reserve the right to reject and/or return any item, document, or form which is not approved or issued by us. We are not liable for any errors or delays caused by your use of any forms not approved by us, including errors or delays caused when using any checks created with a computer. If we incur any losses, damages, or expenses because of your use of unapproved forms, you agree to indemnify us for those losses, damages, or expenses, including attorneys' fees. We may also impose a fee for using such forms and documents not approved by us. (See the Retail Banking Fee Schedule).

18. Postdated Checks

You must not date a check later than the date you write it. If you do and the check is presented to us before its date we may, at our option, either pay the check or return it. We will not be liable to you if we pay or return the check before its date. If you do not want us to pay a postdated check, you must place a stop-payment on the postdated check by complying with our stop-payment policy.

19. Stale Checks

We are not obligated to pay a check presented for payment more than six (6) months after its date. At our sole option, however, we may pay such a check and charge your Account without liability, even if the presentation occurs after the expiration of a stop payment order. We will make our decision without consulting you. If we pay any such checks, we are not obligated to pay them in the future. We will not be liable to you if we pay or return a stale check. If you do not want us to pay a stale-dated check, you must place or renew a stop payment order on the check in the manner we describe in this Agreement.

20. Restrictive Check Legends

We may disregard information on a check other than the signature of the person who wrote the check (drawer), the name of the bank on which it is drawn, the name of the payee, the amount of the check, and any other information that appears on the MICR line (line at the bottom of the check). We are not required to comply with any notation on either side of a check such as "paid in full", "void after 60 days", "not valid over $1,000", unless we have agreed in writing to do so. You must reimburse us for any loss or expense we incur because you wrote or deposited a check containing extra information.

21. More Than One Signature Required

We may act on the oral or written instructions of any one signer on your Account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain other services (for example, electronic funds transfer services or wire transfers), and otherwise give us instructions regarding your Account. We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other Account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us. We may disregard any instructions to permit withdrawals only upon one or more signatures with respect to checks, electronic funds transfers and/or other debit/withdrawal requests. We may pay out funds from your Account if the check, item, or other withdrawal or transfer instruction is signed, authorized, or initiated by any one of the persons authorized to sign on the Account. We will not be liable to you if we do this.

22. Waiver of Presentment, Dishonor, Nonpayment

If another institution refuses to pay a check (referred to using such terms as "dishonor" or "non-payment") which you deposited or cashed, we may put the check through for collection again. We will not always give you notice that the check was dishonored or not paid before we put the check through again for collection. This means that in this instance you are "waiving" your right to "notice of dishonor" or "notice of non-payment". We may also impose a fee. (See the Retail Banking Fee Schedule.)

You agree that we may delay putting a check through for collection that you have deposited to your Account. This means that you are "waiving" your right to have us begin the process of "presenting" the check by the next Business Day.

23. Privacy of Account Number

Your Account and its benefits are for your proper use only. No third party or other beneficiary shall have any rights in any Account except for us or with our prior written consent. You must not give your Account number to any unauthorized person. You agree to take all reasonable steps to keep any unauthorized person from learning your Account number or other means of accessing your Accounts. This includes but is not limited to: a) securing your Account number, ATM card number, debit card number, PIN and/or password, passcode and/or passphrase, and making sure they are not accessible to others using a computer or other electronic means; b) using means that are secure when you transmit such information and, c) destroying or properly securing so that they may not be read any forms or documents containing your Account number or other personal information. If you let an unauthorized person learn your Account number or other information necessary to access your Account, we will not be liable for any of your losses or damages which result from withdrawals or other uses of your Account. If you provide your Account number to someone, you authorize us to pay any resulting items presented to us.

24. Payments to Unauthorized Persons

We are not responsible for any in-person withdrawal or other transaction made by someone impersonating you or claiming to act under your authority if we have not previously received written notice of the loss or theft of your checks, certificate of deposit, Account information, or of your death.

25. Disputes Affecting the Account

If we believe that there is a dispute among the owners or signers of any Account, we may, in our sole discretion, place a hold on the funds in any or all of your accounts pending resolution of the dispute to our satisfaction. We may, instead, permit all owners or signers to continue to use the Account or we may deliver the Account balance to a court having jurisdiction pending issuance of a court order determining who is authorized to withdraw funds from the Account. We will not be liable for taking any of these actions. You must reimburse us for all expenses and costs we incur, including reasonable attorneys' fees. We can deduct any of our losses, costs, or expenses from any of your accounts without giving you any notice.

26. Adverse Claims

If a person other than you makes a claim to your Account, we may choose not to act on that claim until we receive a court order. At our option, we may place a hold on the funds in the Account pending settlement of a claim or dispute. The hold may be placed for such period of time as we believe reasonably necessary for legal proceedings to establish the merits of the claim, or until we receive sufficient evidence satisfactory to us that the dispute has been resolved. We may, however, act on the claim if the person agrees in writing to pay us for any losses, damages, costs and expenses we incur (this is called indemnification). We are not liable if we pay a check or withdrawal on your Account, even if we act after we receive notice of the claim.

27. Your Death or Incapacity

We may accept, pay, and collect checks and other items after you die or if a court finds that you are unable to handle your affairs (you are "adjudicated incapacitated"), until we know of your death or receive a court order of your incapacity and have a reasonable opportunity to act. Even if we have knowledge of your death, we may, for 14 calendar days after the date of death, pay checks written before your death. We will not pay such checks, however, if we receive a proper stop payment request from your legal representative or other person having a legal interest in your Account, in accordance with the Stop Payment Request Paragraph of this Agreement. See the Paragraph titled "Deposits and Collection of Items" for the obligations to repay federal benefits you received after you became ineligible to receive such benefits.

If there are insufficient funds in any of your Accounts to recover any federal benefits, we are required to return to the payor due to your ineligibility, your estate is liable for such amount and will pay us within 30 days after we contact the executor of your estate.

28. Periodic Statements

If you have an Account that receives a periodic statement, we will mail statements to the most recent address we have for you on our records, unless you instruct us otherwise in writing or unless you and we have agreed that we will provide statements to you only in electronic form (such as through online statements). We may also make statements available online, for example, via online banking. If any statement is returned to us because of an incorrect address or email address, we may stop sending statements to you until a valid address is provided. However, we shall consider that your statement was sent or made available to you as of the date printed on your statement (even if the email address we are using is a legitimate but incorrect email address).

If you request us to stop producing and mailing periodic statements for your Account, we may honor or reject any such request in our sole discretion. If you request us to mail your statements to a third party or other alternate address, you are still responsible for the timely reporting of problems or unauthorized transactions as outlined in the Paragraph below. You are responsible for notifying us promptly if you do not receive your statement. We will destroy statements held by or returned to us. Even if we agree to your request to stop producing your statements or mail them to a third party, you must provide us with a correct mailing address that we can use to mail official correspondence to you. You must exercise the same care in reviewing statements we make available to you via online banking as if they were mailed.

29. Notification of Errors, Unauthorized Signatures, Forgeries, Alterations

You or a person designated by you should look over your statements carefully and balance your Account promptly. You should look for alterations, unauthorized signatures (if you receive images of your checks), unauthorized electronic payments, ATM transactions, point of sale transactions and debit card transactions, as well as forged or missing endorsements and other mistakes or irregularities. If you find any of these or any other errors on your statement, you agree to notify us immediately. Except as provided in Part III, Electronic Funds Transfer Agreement and Disclosure, with respect to electronic fund transfers, we will consider the statement correct unless you notify us in writing, at the address indicated on the statement, within 60 calendar days from when the statement is first mailed or made available to you through online statements. Our address is also included in the "How to Contact Us" Paragraph near the end of this Agreement and in the email message announcing online statement delivery.

We will not be liable to you for payment of any forged or altered check if you fail to notify us of the forgery or alteration within this 60-day period, and your failure causes us to suffer a loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to fully cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, the circumstances surrounding the loss and including the investigation, apprehension and/or prosecution of the person(s) responsible for the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing or stolen checks, or unauthorized withdrawals. Except as provided in Section III, Electronic Funds Transfer Agreement and Disclosure, with respect to electronic fund transfers, we will not be liable for a forged or altered check or other unauthorized withdrawal, if the forgery or alteration or other unauthorized withdrawal resulted from your negligence or your failure to cooperate in our collection of such amounts. This applies even if the items were forged or altered so cleverly (as by unauthorized use of a facsimile signature device, computer, photocopy machine or otherwise), that a reasonable person could not detect the unauthorized or forged signature, endorsement, or alteration.

We will have no responsibility for reviewing the number or combination of signatures on a check or other item drawn against your Account. This means that if you have indicated that more than one signature is required in connection with a check or other item drawn on the Account, this is solely for your convenience. We will have no liability to you if a transaction is conducted on or through the Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the check, or one of the authorized signers on the Account authorized the item (for example, a payment processed through an ACH debit transaction to your Account). You may have to bear losses that could have been prevented if you had discovered and told us within the 60-day period for reporting errors or unauthorized transactions. This 60-day limitation applies regardless of whether we used ordinary care.

If there are any unauthorized transactions on your Account (such as unauthorized withdrawals, checks, ACH transactions or ATM/debit card transactions) we may require you to close your Account and open a new one. If you do not do so, we are not liable to you for subsequent losses or damages pertaining to the Account due to forgery, fraud, or other unauthorized use. When you open a new Account, you are responsible for notifying any third parties that need to know your new Account number (such as for direct deposit of payroll or established periodic withdrawals for designated bills).

30. Set-Off and Security Interest

If you ever owe us or any of our affiliates money and that money is due, we can on our own behalf and on behalf of our affiliates, to the extent allowed by law and without notice to you, use the money from any or all of your accounts (except IRA, Irrevocable Trust or Custodian Accounts) or any account in which you are a co-owner to pay the debt (set-off). We can do this no matter what kind of debt it is or how the debt arose. In addition to our right of set-off, you grant us a consensual security interest in your accounts. Your opening of an account with us will be considered your consent to set-off against your accounts if any present or future law or regulation requires such consent. We will not be liable for any checks which are not paid (or fees imposed by the payees due to nonpayment of such checks) because we set-off or otherwise use funds from your account to pay a debt or obligation you owe us. We may use your accounts to pay the debt or obligation even if it results in an early withdrawal penalty, return of subsequent checks and/or assessment of a fee in accordance with the Retail Banking Fee Schedule. If the account is a joint or multiple party account, each joint or multiple party account owner agrees that we may exercise our right of set-off against any individual accounts of each account owner for a debt of the joint or multiple party account. Each joint or multiple party account owner also agrees that we may set-off against the joint or multiple party account for an individual debt of each account owner. You agree to hold us harmless from any claim arising as a result of our set-off. Notwithstanding any provision of this Agreement to the contrary, no debt to us established through an arbitration proceeding may be offset against funds in the account unless the arbitration award has been confirmed by a court order and the court order is no longer subject to appeal.

For joint accounts opened by New Jersey residents at a Branch in New Jersey, the amount of your joint account subject to set-off is the net contribution of the co-owner who is indebted to us. In the absence of proof of net contributions, the set-off is such co-owner's equal share in the Account.

31. Attachment or Garnishment and Levy

Any attachment, garnishment or levy against your Account is subject to our right of set-off and security interest. If we receive an attachment, garnishment, levy or any other legal process we believe is valid against you or any part of your Account, we may refuse to allow you to make any withdrawals from the Account until the attachment, garnishment, levy or other legal process is satisfied and we have received written confirmation satisfactory to us related to the matter. We may pay the amount demanded to the sheriff, tax authority, court or other legal authority without notifying any owner of the Account. We may take these actions even if the attachment, garnishment, levy or other legal process affects only one owner of a joint account. We will, to the extent required by law, notify you in writing whenever we receive an attachment, garnishment, levy or other legal process affecting your Account. We are not liable to you for our actions even if our holding or paying the money leaves insufficient funds to cover outstanding checks or other items presented for payment. You are

responsible for any expenses we incur as a result of an attachment, garnishment, levy or other legal process and we may set-off such expenses from any Accounts you have with us. We may also deduct from any of your Accounts any fee charged by us as a result of the attachment, garnishment, levy or other legal process. (See the Retail Banking Fee Schedule).

32. Cancelled Checks

All checks presented for payment become our property upon payment. Under checking and National Clearing House Association ("NACHA") regulations, banks may truncate a check or only present us with an image of your check. We may, at our option, not include your cancelled checks or copies/images of these checks in the periodic statement we send you. We may instead maintain a computer-generated image or other record of your checks. Your statement will include the check number, date the check was paid, and amount of the check, and, for statements with check imaging, a computer-generated image of the front of each check. If you are an Online Banking customer, you may use Online Banking to view images of the front and back of your checks. These images will be posted at the website for a limited time after the checks are listed on your statement. After the computer-generated image or other record of your check is created by us or another bank in the check clearing process, the original will be destroyed. We will keep the computer-generated images of your checks as long as is legally required. At your request, we will use our best efforts to provide you with a copy or computer-generated image of your checks. A fee may be imposed for each copy in accordance with the Retail Banking Fee Schedule. You agree that by retaining the computer-generated image of the check and providing you with an image of the check with your statement, or through online banking, we have made the check available to you in a reasonable manner. You are still responsible for examining your statements and notifying us of any errors or unauthorized transactions within the time periods described above, even if your checks are imaged. Like a cancelled check, a computer-generated image of a check is legally acceptable as proof of payment and for other record keeping purposes. Images are acceptable to the IRS. If for any reason we cannot provide a copy of your check or satisfy your request by other means, we may only be liable for the face amount of the check or your actual damage, whichever is less. We may also make a copy or use check imaging for drafts, credit or debit advices, or other paper items presented on your Accounts. All imaged and other records of the transactions in your Account are the property of the Bank.

33. The Check Clearing for the 21st Century Act (Check 21 Act) — Substitute Checks and Your Rights [Important Information About Your Checking Account]

What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks" also called Image Replacement Documents or "IRD's". These checks are similar in size to 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. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, immediately contact us in writing at the address on your statement. Our address is also included in the "How to Contact Us" paragraph near the end of this Agreement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you are not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the date you wrote the check and the amount of the check.

34. Lost and/or Stolen Checks, ATM and/or VISA Debit Cards or Other Account Access Means

You agree to use reasonable care in safeguarding unsigned checks on your Account against theft or misuse. You must notify us immediately after any of your checks have been lost, stolen, destroyed or leave your possession without your authorization. You must also notify us at once after your ATM and/or debit cards, Personal Identification Number (PIN), password or other information, computer or other equipment or electronic record that could enable unauthorized access to your Accounts, leaves your possession or control, or becomes accessible to others without your authorization. All oral notices must be confirmed in writing within 7 calendar days, addressed to: Firstrust Bank, Customer Care Center, 1 Walnut Grove Drive, Horsham, PA 19044. See Section III, Electronic Funds Transfer Disclosure, for further details. We may charge a fee to replace your ATM or debit card (See the Retail Banking Fee Schedule).

35. Business Day

Each day is a "Business Day" except Saturdays, Sundays, and other days the Federal Reserve Bank is not open for transaction processing, as well as bank holidays. The customary days on which the Federal Reserve Bank is not open for transaction processing include:

- New Year's Day
- Presidents' Day
- Juneteenth National Independence Day
- Labor Day
- Veterans Day
- Christmas Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Columbus/Indigenous Peoples' Day
- Thanksgiving Day

36. After-Hours Deposits

Any deposit which is made by you on a non-Business Day, or after the cut-off time posted on the Bank's website on any Business Day, may be considered by us to have been made on the next Business Day.

37. Automated Clearing House (ACH) and Wire Transfers

Any wire transfer or transfer of funds not governed by the Electronic Funds Transfer Act will be governed by any wire transfer agreement or other agreement you sign covering such transfers. They will also be subject to Article 4A (Funds Transfers) of the Uniform Commercial Code (UCC) of the state in which your Account is maintained. Any payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided by Article 4A of the UCC. You also agree to be bound by the NACHA operating rules then in effect for ACH transactions you have authorized. We are not required to give you notice of any payment order or credit to your Account by wire or ACH. Any receiving financial institution (including us) may rely on any name, financial institution, and account number you provide to make payment on a funds transfer that you originate. We may rely on this information even if it identifies a financial institution, person, or account different from the person or entity you named.

International wire transfers that you originate are converted into the currency of the receiving country at the exchange rate in effect at the time the transaction is ordered by you. We do not establish the exchange rates. In addition to the wire amount, your Account will be charged transaction fees in accordance with our Retail Banking Fee Schedule. If an international wire transfer is subsequently rejected or reversed for any reason,

your Account will be adjusted for this transaction at the exchange rate in effect at the time of such entry. Therefore, your Account will be charged or credited for the difference in the exchange rates, if any, between the two transactions. Your Account will also be charged for any fees listed in the Retail Banking Fee Schedule as well as any fees charged by third parties involved in processing or reversing the original transaction.

38. Dormant Accounts

If you have not made a deposit to or withdrawal from your Account (including a check), and we have not received anything from you in writing concerning your Account during a certain period of time, or if statements or notices we send to you are returned undelivered, we may consider the Account dormant and a fee may be imposed. Your dormant Account may be turned over (escheat) to the appropriate government entity pursuant to law and an escheat-processing fee may be imposed. (See the Retail Banking Fee Schedule.) If your Account earned interest, we may continue to pay interest on the Account after it becomes dormant at a variable interest rate determined by us in our sole discretion. We may change the rate without limit and without notice to you. We may change the period used to consider an Account dormant in our sole discretion and without notice to you.

39. Change of Address

You must notify us immediately of any changes in your address, your phone number and email address, or other contact information where you want us to send information about your Accounts. We may or may not require you to submit the request in writing along with your signature for verification purposes. All such notices should be sent to: Firstrust Bank, Customer Care Center, 1 Walnut Grove Drive, Horsham, PA 19044. All such notices will be effective no later than 10 calendar days after we receive them. We may require you to pay any expenses we incur as a result of not having your current address, telephone number and email address.

40. Notices

Unless otherwise provided in this Agreement, any notice from you must be in writing and will be effective when it is received by us, provided we have reasonable opportunity to act on it. Any written notice that we give to you will be effective when it is deposited in the U.S. mail or otherwise sent to you using the address in our records. If your Account is a joint or multiple party account notice from us to any one of you is notice to all of you.

41. Marketing Information

You agree that we (or our service providers) may periodically advise you of new products and services and other promotional offers that we believe may benefit you. You agree to accept our (or our service providers') contacts by telephone, email, text, other electronic means, and facsimile. Such contacts may be made using any telephone number, email address or other contact method you have provided to us. This includes a wireless number which may result in charges to you. If you do not wish us to call you regarding such offers, please call our Customer Care Center or send a written request to us at the phone number and address in the "How to Contact Us" Paragraph near the end of this Agreement. Please include your name, address, telephone number and Account number in your request. If you submit a written testimonial or complimentary letter regarding your banking experience with us, you grant us the right to use such testimonial for any advertising or promotional purpose now or hereafter without further consideration, except where prohibited by law. Please

note that we are committed to providing you with superior service. We may contact you to resolve a problem or provide service regarding your Accounts, even if you have asked us not to contact you for marketing purposes. Nothing herein contained is intended to modify the provisions of our privacy disclosure titled, "What does Firstrust Bank do with your Personal Information?"

42. Termination of Account, Termination of Type of Account

We reserve the right at any time and in our sole discretion to refuse to open any Account, to close any Account, to modify the services, features and operational elements (including but not limited to Account numbers) offered on our Accounts, or to discontinue or withdraw offering any particular type of Account, in which instance, we may change your Account type or transfer your funds to another Account. In addition, we reserve the right to terminate your Account or transfer your funds to another type of Account if the transactions in your Account are not appropriate for that type of Account, or we are required to do so by law or regulation based on your Account activity. We will notify you if we terminate your Account or change your Account type.

43. Closing the Account

We may close your Account at any time and for any reason. We will mail or deliver to you notice of the closing of your Account, along with a check with the remaining funds in the Account (if any) to the address in our records. We may close the Account on the same day we mail or deliver the notice. You can close your Account by giving us 14 calendar day's written notice, plus any other information we may require, and by no longer using your Account.

We will pay you the balance in your closed Account, less any applicable debit items, premature withdrawal penalties, fees, set-offs and other amounts you owe us. If an interest-bearing Account is closed before interest is credited, we are not obligated to pay interest that has accrued but has not been credited. Even though your Account is closed, you will still be responsible for any fees or obligations which arose before your Account was closed. You will also be responsible for outstanding checks, ACH debits or credits, or any other transactions still in process. Checks, ACH debits, credits or other items presented for payment after the Account is closed may be returned unpaid and the Bank will not be liable for any consequences of their return.

44. Use of Third-Party Services

We may use the services of a third party in the handling of your Account, providing any Account related service or any other services offered or provided to you in conjunction with your Account. We may do so without prior notice to you. Any third party we use will not be considered our agent and you agree to proceed directly against the third party for any claims you may have in connection with their actions or failure to act in the handling of your Account, or any other services provided to you. You agree to release us from any claims you may have as a result of the actions or failure to act of the third party, including without limitation, any loss or damage which arises from the third party's failure to pay any checks or other items which should have been paid.

45. Schedule of Service Charges

Your Account may be subject to service charges, minimum balance requirements, and other fees and charges. These are listed in the Retail Banking Fee Schedule and the Truth in Savings Disclosure and are subject to change. You agree to pay these fees and charges. You agree to pay additional reasonable charges for any services you request which are not covered in the Retail Banking Fee Schedule or Truth in Savings Disclosure.

We may charge any of your Accounts for these fees and charges without prior notice to you. The amount of any fee or charge will be the fee or charge in effect at the time it is imposed. If you enroll in any services we make available to you through a third party, such party may charge your Account for their fee. Such fees for their individual services may not be listed on the Retail Banking Fee Schedule. You authorize us to communicate with you using any telephone number you have provided to us, including a mobile number which may result in charges to you. You also authorize us to communicate with you using any email address you provide to us.

46. Verification of Identity and Information

We may from time to time establish requirements for identification that you will need to provide to us when you open new Accounts, cash checks, or conduct other business with us. Third parties who provide services we make available to you may also have requirements for identification. You may need to provide such identification in connection with such services. We may, at our discretion and at any time request new signature(s) or other documentation necessary to establish your identity or the authenticity of any signature; obtain consumer reports (including credit reports) for any legitimate business purpose and/or otherwise verify information supplied by you when you applied for an Account with us, applied for any service we offer or as necessary for providing services to you in accordance with applicable laws including, but not limited to, the Fair Credit Reporting Act. You acknowledge that any information that you have provided to us or will provide to us in the future is complete and correct. We may close your Account if we do not receive acceptable, complete, and correct identification from you.

If you present a check for payment over the counter that is drawn on a commercial deposit account for which we are providing Positive Pay services, we may verify certain additional information regarding the status of the check and may dishonor the check if we cannot satisfactorily complete this verification process. You agree to hold us harmless for our refusing to take any action pertaining to your Account based on your failure or refusal to provide signatures or documentation acceptable to us.

If a check drawn against any of your Accounts is presented over the counter for payment to a person other than you, we may require identification acceptable to us. If such person is not our customer, we may take certain steps including but not limited to fingerprinting the person presenting the check and we may also attempt to contact you to confirm your issuance of such check. We may dishonor the check if the person refuses or fails to provide identification acceptable to us and/or if we cannot get in touch with you to confirm the payee of the check. We will not be liable if we dishonor the check because acceptable identification is not provided.

47. Obtaining Credit Information

You authorize us to make any credit, employment, or other investigative inquiries we deem appropriate (including, without limitation, obtaining a consumer report) in connection with our determination to open, renew, update, maintain, or collect on your Account. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

48. Furnishing Information to Consumer-Reporting Agencies

If you believe that we have furnished any inaccurate information relating to your Account to any consumer-reporting agency, you may notify us by phone or mail using the contact information provided in the “How to Contact Us” Paragraph near the end of this Agreement. To help us respond to your notification, you must

include your Account number, Social Security Number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the appropriate address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1-800-685-1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 1-800-916-8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1-888-397-3742.

49. Negative Consumer Reports

We may report information about your Account to credit bureaus and consumer reporting companies. Late payments, missed payments, or other defaults on your Account may be reflected in your consumer report. In addition, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

50. Responsibility for Loss

Provided that we act in accordance with the terms of this Agreement and other documents governing your Account, you agree that you, your estate, heirs, or legal representatives will not hold us responsible for any losses, damages, liabilities, costs, and expenses, including reasonable legal fees that arise from the use of your Account. You and your estate, heirs or legal representatives also agree to reimburse us for all our losses, damages, liabilities, costs, and expenses, including reasonable legal fees that arise from the use of your Account.

51. Your Liability

Each of you agrees for yourself (and for the person you represent if you sign as a representative of another) to the terms of this Agreement and to be jointly and individually liable for all obligations arising out of the ownership and maintenance of your Account, including liability for any Account shortage, overdrafts, negative balances as well as any fees for services provided by us or a third party in connection with your Account. This means that each of you is fully and personally obligated under this Agreement whether the obligation is caused by you or another with access to your Account. This liability is due immediately, and we can deduct it directly from the balance of any Account you have with us. You are liable regardless of whether you signed an item, knew about it, or benefited from a charge or overdraft. Your liability includes our costs of collecting any amount you owe us and, to the extent permitted by law, our reasonable attorneys' fees.

52. Bank's Duty of Care and Limitation on Liability

Our responsibility is limited to our exercise of reasonable and ordinary care. Any internal policies and procedures that we maintain are solely for our own purposes and will not impose a higher standard of care than otherwise would apply by law without such policies and procedures. We use automated systems to process checks and other transactions. You agree that these systems are consistent with general banking practice, our use of them constitutes ordinary care and that we may not be liable to you for forgeries, alterations, or other errors not detected by these systems. We may rely only on information that is magnetically encoded on checks or other items, even if this information is different from other information on the check, item, or information provided by you in your use of our online banking and other services. We will not be liable to you or any other person or entity for any loss caused wholly by your actions, or by your failure to reasonably act to prevent or mitigate the loss. We will not be liable to you or any other person or entity for any loss caused by an event that is beyond our control, such as fire, natural disasters, war, national emergencies, riots, strikes, computer failure, loss of power, communication or transportation facilities.

Unless expressly prohibited or otherwise restricted by applicable law, this Retail Account Agreement Funds Availability and Electronic Funds Transfer Agreement and Disclosure, should a court or arbitration panel establish our liability to you pursuant to actions taken or not taken under this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us during the three (3) month period immediately preceding the event giving rise to your claim.

UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, THIS RETAIL ACCOUNT AGREEMENT FUNDS AVAILABILITY AND ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, EVEN IF WE WERE ADVISED OR OTHERWISE HAD NOTICE THAT SUCH DAMAGES OR LOST PROFITS WERE POSSIBLE.

The above limitations on our liability will apply regardless of the form of any suit or action; for example, regardless of whether the claim is based on contract or tort. Our obligations and your rights as set forth in this Agreement are the only rights and obligations which govern, and no other warranties are expressed or implied.

53. Indemnification of Bank

Except as limited by the Electronic Funds Transfer Agreement and Disclosure in Section III of this Agreement, and except to the extent that the Bank is liable for a claim by any person or entity ultimately determined to be founded on the Bank's gross negligence or willful misconduct, you agree to indemnify and hold the Bank (including its parent, subsidiaries, successors and assigns and each of their directors, officers, employees and agents) harmless from all claims, demands, losses, liabilities, judgments, damages, penalties, lost profits and expenses (including our reasonable attorneys' fees and legal expenses) arising out of or in any way connected with our performance under this Agreement. If you ask the Bank to follow instructions that the Bank believes might expose the Bank to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, the Bank may refuse to follow the instructions or the Bank may require a bond, an indemnification on a form acceptable to the Bank or such other protection as the Bank, in its sole discretion, deems necessary. If we take any action with respect to your Account in accordance with your oral or written instructions and we incur any loss, liability, damage, penalty, cost or expense (including reasonable attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify us for such loss, liability, penalty or damage and to reimburse us for such cost or expense. We may deduct any such loss, damage, penalty, cost, or expense from your Account or any of your accounts without notice to you. You agree that this indemnification will survive the termination of this Agreement.

54. Amendments

We can change this Agreement and other documents or agreements that are made a part of this Agreement at any time. We may also change the terms described in any of our disclosures or fee schedules. We will give you notice when and within the time permitted or required by law. We will give you such notice as required by law. This Agreement may not be changed orally. Written notice under this Paragraph may be provided on your Account statement, online statement or by any other legally permitted method. If we have notified you of a change in any term of your Account and you continue to have your Account after the effective date of the change, you have agreed to the new term(s). Any such change will be effective if mailed to the address (or, if applicable, email address) in our records.

55. Waiver of Terms

No failure or delay by us in exercising any right, power or privilege described in this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege hereunder. Any waiver will not affect our right to enforce any terms with respect to other customers or on other occasions with you. Any waiver will not modify this Agreement.

56. Assignments/Transfers

Your rights under this Agreement may not be transferred by operation of law or otherwise. In addition, your Accounts may not be transferred or assigned by you, without our prior consent or as required by law. However, your obligations under this Agreement will be binding on your heirs, successors, estate, personal representatives, agents, beneficiaries, transferees or assignees, if any. We may transfer your Accounts to another depository institution and assign this Agreement and our related rights and obligations, at any time and without prior notice to you or your consent, except as may be required by law.

57. Interpretation

When you open an Account with us you agree that our interpretations of: a) this Agreement and any addenda thereto; b) our records pertaining to your Account; c) any rules, policies or procedures adopted by us from time to time; d) the terms of your signature card; e) the terms of the Retail Banking Fee Schedule; f) the terms of any other documents which are a part of this Agreement or the opening transaction; and, g) any of our disclosures shall be final and binding. Any of the documents in or a part of this Agreement may be revised from time to time.

58. Back-Up Withholding

(a) Imposition of Back-Up Withholding

At the time you open your Account, you will provide us with a Taxpayer Identification Number ("TIN"), which you certify as correct under penalty of perjury. (Most individuals use their Social Security Number as their TIN.) In accordance with prevailing law, we will use that number to report any interest earned, including any gifts or bonuses you may receive on your Account to the Internal Revenue Service (IRS). If you fail to provide us with a TIN, you do not provide the correct TIN, or you fail to certify the TIN, you may be subject to back-up withholding. You may also be subject to back-up withholding if the IRS notifies us that the furnished TIN is incorrect, you are notified by the IRS that you are subject to back-up withholding and penalties for failing to report all interest and dividend payments on your tax return, or you failed to certify to us that you are not subject to back-up withholding. If you are subject to back-up withholding, we are required to withhold and pay to the IRS a percentage of any payment of interest on your Account. If we do back-up withholding and later you are no longer subject to back-up withholding, you may have to contact the IRS to obtain a refund of the money withheld. We may close or restrict your Account in accordance with our established procedures if we do not receive your correct TIN in a timely manner.

(b) Notification of Incorrect TIN

We will send you a notice if we are notified by the IRS that your TIN is incorrect or missing. You will then have a period of time as provided by law to provide your current surname and TIN to us. If you do not provide this information within the appropriate time period, we must begin back-up withholding as required by law. We may close or restrict your Account if we do not receive your correct TIN within time prescribed by law.

59. Applicable Law

Your Account is subject to both state and federal laws, including the provisions of the applicable state Uniform Commercial Code, the rules and regulations of the Federal Reserve Board and operating circulars of the Federal Reserve Banks, the regulations of the Federal Deposit Insurance Corporation, the regulations of state and federal bank supervisory authorities, and all other applicable state and federal laws and regulations. Except as is otherwise required by law or stated in this Agreement, your Account will be governed by the law of either (a) the state in which your Account is maintained or (b) if you opened your Account by mail or online, the Commonwealth of Pennsylvania, regardless of the state of your residence or the Branch where you conduct business with us. Your Account is also subject to our Articles of Incorporation and by-laws. Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions, and if any provision of this Agreement is found to be invalid, illegal or unenforceable, all remaining provisions will continue in full force and effect. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey. All internet transactions are considered to be performed in the Commonwealth of Pennsylvania. We may comply with all applicable laws, rules, court orders and other legal processes. The Bank will comply with any income reporting or withholding requirements which may be required by any applicable tax laws including, but not limited to, the Foreign Account Tax Compliance Act ("FATCA") or any regulations created pursuant to FATCA.

60. Monitoring and Recording Telephone Calls

We may monitor and/or record telephone calls for training and security purposes and to ensure that you receive courteous and efficient service. You consent in advance to any such recording and agree that any such recordings may be submitted in evidence in any proceeding to establish any matters pertinent to this Agreement. We need not remind you of our recording before each telephone conversation.

61. Firstrust Online and Mobile Banking

You agree to be bound by the terms and conditions provided in the Mobile and Online Banking Agreement (the "Online Banking Agreement") as it is amended from time to time, or any other agreement or terms and conditions governing your Account, or an Account related service provided via the internet or your mobile device. You agree that electronic pages, such as the pages on the online banking website, accessed, viewed and/or used with your Login ID and Password, are the legal equivalent of hard copy written documents. You agree that using our websites and mobile banking sites and "clicking" on any "buttons" stating that you "agree", or "accept", or other "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons, you agree to be legally bound by the content on any such pages. You are encouraged to download or print for your future reference copies of all relevant electronic pages from the online banking website. We are not responsible for any compromise of your information, including but not limited to passwords and other access codes, systems, disruption of service or the processing of unauthorized transactions caused by your use of a wireless or otherwise unsecured network, or other unauthorized access to or alteration of your transmissions or data. If you use a mobile device for accessing any banking services that we may offer, your wireless provider may assess a fee for communications or for providing certain services to you.

62. How to Contact Us

You may contact us by calling us at:

During Business Hours:	800-220-BANK
After Business Hours – for VISA debit card only:	Within the United States 800-264-5578 Outside the United States 701-461-0621

Or you may write to us at:

Firstrust Bank
Customer Care Center
1 Walnut Grove Drive
Horsham, PA 19044

Call 800-220-BANK or visit any Firstrust Branch during business hours to request replacement of your ATM or VISA debit card.

63. Arbitration Provision.

READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, IT WILL BE PART OF THIS AGREEMENT AND HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

(a) Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives your name(s) and Account number and contains a statement that you (both or all of you, if more than one) reject the Arbitration Provision in the agreement governing your Account. The rejection notice must be sent to us at Firstrust Bank, 1 Walnut Grove Drive, Horsham, PA 19044, Attn: Customer Care - Arbitration Rejection. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the day you open your Account. If you have more than one Account, you must specify in your rejection notice all Account numbers to which you want the rejection notice to apply.

(b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms "we," "us" and "our" include: (i) Firstrust Bank; its parents, subsidiaries, affiliates and insurers; their successors; and the employees, officers, directors, shareholders and controlling persons of all such companies and banks (the "Bank Parties"); and (ii) any other person or company who provides any services in connection with the Account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; and (b) the terms "you" and "your" include: (i) each

depositor and each heir, successor, representative and beneficiary (including a pay-on-death or similar beneficiary) of a depositor; and (c) for purposes of this Arbitration Provision, the term "Account" includes the Account established by this Agreement and any updated or substitute Account for the same account holders, regardless of the execution of a new or substitute signature card for the Account.

(c) Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your Account, any prior deposit agreement or Account, any ATM card, debit card, check card, credit card, or similar card, any Account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), overdraft protection plan, overdraft policy, overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices, procedures and agreements related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of this Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g), captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in subparagraph (m), captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.

(d) Starting or Requiring Arbitration: To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected or required by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected or required by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration proceeding against the other party. We will not demand to arbitrate any individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. The exercising of any self-help rights by you or us will not be subject to this Arbitration Provision, nor will any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. A party with multiple known Claims must bring all such Claims in a single proceeding.

(e) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration proceeding may select the Administrator by filing a Claim with the Administrator of that party's choice. (If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, which is granted, it will be up to the party that filed the lawsuit to commence the arbitration proceeding.) Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would allow or require any dishonor of the Class Action Waiver in an arbitration initiated in violation of the Class Action Waiver.

(f) Court and Jury Trials Prohibited: Other Limitations on Legal Rights: YOU WILL NOT HAVE THE RIGHT TO PURSUE A CLAIM SUBJECT TO ARBITRATION IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

(g) Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION, OR TO GRANT ANY RELIEF THAT APPLIES TO ANY PERSON OTHER THAN YOU AND US INDIVIDUALLY. This Class Action Waiver does not limit the right of a state or federal authority to pursue a lawsuit against us, even if the lawsuit seeks relief on behalf of you and other customers; we will not have the right to compel arbitration of any such claim.

(h) Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. We will pay any and all fees of the Administrator and/or the arbitrator in connection with any arbitrated Claim, if and to the extent you prevail in the arbitration. Also, for any arbitrated Claim of yours for an amount less than $25,000: (a) we will pay any and all fees of the Administrator and/or the arbitrator if you make a written request for us to pay such fees; and (b) we will pay your reasonable attorneys' and experts' fees, if and to the extent you prevail. We will bear any fees and costs associated with the arbitration of a Claim (including reasonable attorneys' and experts' fees) if applicable law requires us to.

(i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that Pennsylvania law shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. However, the arbitrator only has authority to award relief in your favor (and not in favor of any other person) and only to the extent necessary to provide relief warranted by your individual claim (and not any kind of broader or class-wide relief). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

(k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right for appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (h) above, captioned "Location and Costs of Arbitration."

(l) Rules of Interpretation: This Arbitration Provision shall survive the closing of the Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, and the applicable arbitration rules, or the other provisions of this Agreement, this Arbitration Provision shall govern.

(m) Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall remain in force. If in connection with any Claim brought as a class claim a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(n) Notice and Cure; Special Payment: Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. The

resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to Firstrust Bank, 1 Walnut Grove Drive, Horsham, PA 19044, Attn: Claim Notice (or any updated address we subsequently provide). If there are multiple parties on the Account, the Claim Notice may be sent to or by any of you. Any Claim Notice you send must provide your name and Account number, as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance in the Account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with this subparagraph, and otherwise comply with this subparagraph (including its resolution and cooperation provisions); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $7,500 and will also require us to pay any other fees and costs to which you are entitled. This $7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration; multiple awards of $7,500 are not permitted, either in a single arbitration or in successive arbitrations. If a Claimant fails to comply with the requirements of this subparagraph, the Potential Defendant may seek an order requiring the Claimant to comply before the Claimant further pursues the Claim. However, the Claimant's assertion of a Claim in litigation or arbitration without initially complying with this subparagraph will not otherwise impair any of the Claimant's rights (including your rights under this subparagraph), even if the statute of limitations for the Claim expires before the end of the period provided in this subparagraph for the parties to attempt to resolve the Claim.

(o) Amendment; Waiver; Etc.: Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent, if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have, nor our power to afford you any additional right with respect to this Arbitration Provision.

II. FUNDS AVAILABILITY AGREEMENT AND DISCLOSURE (RETAIL CHECKING ACCOUNTS)

Our policy is to delay the availability of funds from your cash and check deposits. We provide you with timely access to your funds that you deposit in your retail checking Account in accordance with the Expedited Funds Availability Act and Federal Reserve Regulation CC. When you make a deposit, the delays, holds and number of days to clear and otherwise collect the funds to make them available to you are outlined in this Section. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks you have written, or to pay other items you have authorized on the Account, including, for example, ACH transaction or internet bill payments.

Except for New Jersey Accounts (see below), this Funds Availability Disclosure applies only to retail checking accounts and does not apply to savings accounts or time deposits. Checks issued in a foreign currency and/or drawn on non-United States financial institutions (foreign checks) also are not governed by this Funds Availability Disclosure. For information about funds availability for such other Accounts, please call our Customer Care Center at 800-220-BANK.

New Jersey Accounts

If you opened your Account in a Firstrust Branch in New Jersey, deposits to any of your Firstrust Accounts, including savings accounts and time deposits, are also subject to this Funds Availability Disclosure. However, withdrawals from a time deposit account prior to maturity or prior to any notice period, may be further restricted and may be subject to penalty.

1. Determining the Availability of a Deposit

The length of the delay in availability is counted in Business Days from the day of your deposit. For the purpose of determining the availability of your funds, every day is a Business Day, except Saturdays, Sundays, federal holidays, and any day the Bank is not open for business. If you make a deposit before the posted branch closing time (our cutoff time) on any Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time, at an ATM or on a day we are not open, we may consider the deposit to have been made on the next Business Day. The length of the delay varies depending on the type of deposit as explained below. Our funds availability policy complies with Federal Reserve Board Regulation CC, which shall apply in the event of any dispute or inconsistency.

2. Same-Day Availability

Cash deposits made in person to one of our employees before the deposit cutoff will be available on the Business Day we receive your deposit. Funds received by an electronic payment (ACH), online banking transfers, and wire transfers will be available on the date we receive the payment.

3. Next-Day Availability

Funds from the following deposits into your Account are available no later than the first Business Day after the day of your deposit:

(a) U.S. Treasury checks that are payable to you;

(b) Wire transfers;

(c) Checks drawn on a valid Firstrust Bank Account with sufficient funds available.

If you make the deposit in person to one of our employees, funds from the following deposits into your Account are also available no later than the first Business Day after the day of your deposit:

(a) Cash deposit made after the deposit cutoff;

(b) State, municipality or agency checks that are payable to you;

(c) Cashier's, certified, treasurer's and teller's checks that are payable to you;

(d) Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders, if these items are payable to you.

If your deposit is not made in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the second Business Day after the Business Day on which the deposit is received.

4. Other Check Deposits

Our policy is to aggregate all check deposits made by you before our cutoff time on a given Business Day, and to make funds available to you as follows:

(a) 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 Business Day after the Business Day of your deposit. An additional $450 of the aggregate of checks deposited will be available for withdrawal in cash, no later than 5:00 pm (Eastern Time) on the second 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 Business Day after the Business Day of deposit (as determined above); and/or (ii) to withdraw in cash or transfer funds on the third Business Day after the Business Day of deposit.

For example, if you deposit a single or multiple check(s) totaling $700 on a Monday before our cutoff time, $225 of the deposit is available on Tuesday morning 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 5:00 pm (Eastern Time) 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 cash or transfer funds electronically on Thursday.

(b) ATM Funds Availability. We reserve the right to collect and process all deposits; however, subject to such rights, deposits at proprietary ATMs that are built into or are within 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 other ATMs will be available for withdrawal no later than the fifth Business Day after the day of deposit.

5. 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 redeposit 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 in the last 6 months.

(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.

(f) We have reasonable cause to believe the deposit is fraudulent or otherwise suspicious.

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. Generally, they will be available no later than the seventh 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.

6. Special Rules for New Accounts

If you do not have a retail checking Account with us, the following special rules will apply during the first 30 calendar days your first checking Account is open:

(a) Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

(b) Funds from deposits of cash, wire transfers, and the first $5,525 of a day's total deposits of cashier's, certified, teller's, travelers, state and local government checks will be available on the first 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 Business Day after the day of your deposit. The excess over $5,525 will be available on the ninth Business Day after the day of your deposit. Funds from all other checks deposited will be available on the sixth Business Day after the day of deposit.

(c) The first $5,525 from a deposit of U.S. Treasury checks will be available on the first Business Day after the day of the deposit. The rest will be available on the ninth Business Day after the day of deposit.

7. Miscellaneous

If you have a retail checking Account with us, we may elect not to accept or negotiate any check for deposit. We may, however, elect to permit you to deposit these items into a savings Account at Firstrust Bank, subject to the availability schedule for checks for those Accounts.

Foreign Checks: Checks drawn on banks located outside the United States may be sent for collection instead of being deposited to your Account. Funds on such checks will be available after we receive payment from the bank on which it is drawn.

Check Cashing: If we elect to cash a check for you that is drawn on another bank, we may withhold a corresponding amount of funds that are already in your Account or funds that you have on deposit in another Account with us. These funds will be available using the same criteria as if you had deposited the check to your Account.

III. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Section provides information and notifies you of certain rights you have under the Electronic Funds Transfer Act ("EFT").

1. Automated Teller Machine ("ATM") Services

Your ATM Card and/or VISA debit card ("Card(s)") can be used at an ATM to: (1) withdraw cash from your Accounts; (2) make or arrange for a deposit to your Accounts; (3) effect transfers to or from your Accounts; (4) receive information regarding the balance of your Accounts; (5) change the PIN number applicable to your card at a Firstrust ATM; and, (6) perform such other transactions as we may expressly authorize. You may also make certain payments only at ATMs that are available at our branches. You may deposit cash, checks, drafts and similar items into your Accounts at ATM locations which accept deposits for transmission to Firstrust Bank. Not all ATMs, however, accept deposits. Some ATMs that do accept deposits may only provide access to the Accounts that you have designated as your primary checking and/or savings Account. You may also use ATMs throughout the United States bearing the STAR℠ or PLUS® system name logo, and in certain foreign countries which bear the PLUS system name logo to: (1) make withdrawals from, (2) effect transfers to or from, or (3) receive information regarding the balance in your checking or savings Account(s) designated as the primary Account of such type on your application form. There may be some limitations on transactions available at ATMs in foreign countries. We may change the ATM networks we make available to you at any time. You will receive advance notice of any such change.

These terms and conditions apply to all cards we issued to you and all transactions for which you use a card. In consideration of us issuing you a card, you agree to be legally bound by the terms and conditions of this Electronic Funds Transfer Disclosure, as it may be amended from time to time.

2. Our VISA Debit Card Services

You further understand that you may use only the VISA debit card to make purchases from merchants that accept VISA debit cards. We may place a hold on the funds available in your primary checking Account and any available Overdraft Protection account that may be necessary to cover the transaction. See Paragraph 7 of this Section III regarding funds that may be available with your discretionary Overdraft Privilege limit. The hold will be in the amount submitted by the VISA merchant for authorization. This amount may be more than the actual transaction amount. These funds will not be available for withdrawal from your primary checking Account in cash, for payment of checks that you have written on your checking Account, or for any other use during the period that the hold is in effect. For transactions performed in the United States, it will normally take between 2 to 5 calendar days after the transaction is conducted to settle the transaction through VISA and post the transaction to your Account. For transactions performed outside of the United States, it will normally take up to 10 calendar days after the transaction is conducted to settle the transaction through VISA and post the transaction to your Account; however, a longer period may be required.

If the merchant accepts both VISA debit cards and ATM cards, the purchase transaction will be considered an ATM Purchase if the transaction is sent to us through the ATM network. In most cases, you will be requested to use a PIN for these transactions. The transaction will be considered a VISA purchase if the transaction is sent to us through the VISA network, and you should not use a PIN for such a transaction.

Discretionary payment of ATM and everyday debit card transactions, and/or assessment of any related fee for each item presented against any Account with insufficient funds (See Retail Banking Fee Schedule), may be subject to an accountholder opt-in authorizing Firstrust to honor such items.

3. Record of Transaction

You may receive a printed receipt from each ATM location or merchant at the time of the transaction. You will receive a monthly statement showing the transactions made during the past statement cycle and any charges that were imposed in connection with such transactions.

4. Deposits and Loan Payments

You agree that when you make a deposit or a loan payment at one of our ATMs by check, draft or other non-cash item, we have the right to collect those funds before we make the money available to you or credit such payment to your loan account. If you deposit cash, checks or other items into your Accounts at an ATM owned or operated by another company or financial institution for transmission to Firstrust Bank, you agree that we have the right, subject to our Funds Availability Agreement and Disclosure as applicable, to collect those funds before we make the money available to you. If the amount of the funds contained in your deposit/payment differs from the amount you have indicated at the ATM, we will adjust your Account(s) to reflect the amount we have received and advise you of any difference. You may not deposit foreign currency in an ATM.

5. Foreign Transactions

Transactions conducted in currencies other than United States currency (U.S. dollars and cents) will be converted to United States currency according to the rules and regulations of the VISA association, the PLUS network or other networks that processes your transaction. Currency conversion may occur on a date other than the transaction date. We do not have any control over the exchange rate or the date or place of the exchange. The exchange rate between the transaction currency and the billing currency used for processing international transactions, is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. You are responsible for any fees charged for currency conversion, the amounts of currency converted, any fees charged by VISA, any other fees associated with processing transactions through merchants located outside of the United States and/or fees that may be charged by us (See Retail Banking Fee Schedule). There may be legal or regulatory restrictions on the use of the ATM or VISA debit card in certain foreign countries. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars, or an item that is not drawn on a financial institution chartered in the U.S. If the Bank accepts any such item for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses we incur. Intermediary banks may deduct their fees from the amount of any payment order they process.

6. Limitations on the Uses of VISA Debit Card and ATM Card

The daily limit for ATM withdrawals for an ATM card is included in the VISA Retail Debit Card and ATM Card Cardholder Agreement and Disclosure Statement ("ATM/VISA Debit Card Agreement") as it may be revised from time to time. You may withdraw funds from one or a combination of your Accounts, up to this ATM withdrawal limit, provided funds are available in your Account(s) including any Overdraft Protection account. See Paragraph 7 of this Section III regarding funds that may be available with your discretionary Overdraft Privilege limit. The day, for purposes of applying the withdrawal limit, starts at 6:00 pm (Eastern Time) each day and ends at 6:00 pm (Eastern time) the next day. Certain limitations are imposed on the frequency of use of the ATM card each day. These limitations are not revealed for security reasons.

The daily limit for ATM withdrawals for an ATM card issued to a minor (under 18 years of age) is included in the ATM/VISA Debit Card Agreement. The other conditions applicable to ATM cards, including those noted above, also apply to ATM cards for minors.

The daily limit for ATM withdrawals (including purchase transactions using a PIN) for a VISA debit card is included in the ATM/VISA Debit Card Agreement. You may withdraw funds from one or a combination of your Accounts up to this ATM withdrawal limit, provided funds are available in your Account(s) including any Overdraft Protection account. See Paragraph 7 regarding funds that may be available with your discretionary Overdraft Privilege limit. Different limits may apply at ATMs we don't own or operate. The day, for purposes of applying this withdrawal limit, starts at 6:00 pm (Eastern Time) each day and ends at 6:00 pm the next day. Certain limitations are imposed on the number of times you can use the card each day. These limitations are not revealed for security purposes. In addition, you may use your VISA debit card to make purchases up to the amount stated in the ATM/VISA Debit Card Agreement, at VISA merchants that accept VISA debit cards each day, provided the funds are available in your checking Account. The day for VISA debit card purchases begins at 6:00pm (Eastern Time) each Business Day and ends at 6:00pm the next day. We may stop or limit electronic transfers from your Accounts at any time if we deem it necessary to restore the security of the system or of your Account(s).

Stop payment orders cannot be placed on any transaction originated by using an ATM or VISA debit card.

We are not responsible for goods or services you purchase or lease using the VISA debit card. We are not subject to any claims or defenses you may have against a merchant in connection with any transaction using the VISA debit card or the underlying merchant transaction.

Internet gambling may be illegal in the jurisdiction in which the cardholder is located, including locations within the United States. Cards may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which the cardholder may be located. Transactions involving placing, receiving, or transmitting bets or wagers through bank deposit accounts, money transmittal services or other services are prohibited (except for authorized government lottery accounts) without the prior written consent of the Bank.

7. Overdraft Protection Account and Discretionary Overdraft Privilege Limit

The funds available in your Accounts for withdrawal include funds available in any Overdraft Protection account. They may also include funds available under any discretionary Overdraft Privilege limit, provided you have authorized Firstrust to permit payment of ATM withdrawals and everyday debit card transactions that would exceed the funds available in your Account or Overdraft Protection account. Absent such authorization, Firstrust will decline payment of ATM withdrawals or everyday debit card transactions that would result in an overdraft.

8. Use of Personal Identification Number ("PIN") with the Card

You understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the PIN which you use with the card(s) has the same effect as your signature and identifies the bearer of the card(s) to the STAR and PLUS systems, or other ATM networks. This authenticates and validates the directions given just as your signature and other proof identify you, authenticate and validate your directions to a human teller. You also understand that a merchant which accepts the card(s) for a purchase transaction may have an electronic terminal (merchant operated or self-service) which requires the use of your PIN, and when your PIN is used at a merchant's terminal, it will authenticate and validate the directions given, just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential, and that the use of the PIN with the card(s) is a security method by which we are helping you to maintain the security of your Account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS NECESSARY TO PREVENT OTHERS FROM LEARNING YOUR PIN. You agree that this Electronic Funds Transfer Agreement and Disclosure sets forth reasonable security procedures to verify the authenticity of any instructions, transfers or other transactions relating to the use of the Card(s).

10. Other Electronic Funds Transfers

The following are other types of Electronic Funds Transfers that we make available to you, but not all of them may apply to your Accounts.

(a) **Preauthorized Credits.** If you have arranged to have direct deposits to your checking or savings Account at least once every 60 days from the same person or company, you can call us using the telephone numbers in the "How to Contact Us" paragraph near the end of this Agreement or by using online banking or FirstCall to find out if the deposit has been made.

(b) **Preauthorized Payments.** You may make arrangements with another party, such as a mortgage company or an insurance company, to have periodic payments withdrawn from your checking or savings account. Preauthorized payments from your Account may vary in amount. The person or company receiving the payments should notify you of the payment date and amount 10 days prior to the actual payment date. (Alternatively, you may elect to only receive this notice when the payment will differ from the preceding payment by a specified amount, or when the payment will fall outside limits that you specify.)

(c) **Online Banking and FirstCall Telephone Banking.** Transfers from one of your Accounts to another Account you have with us, can be made by using our online banking and FirstCall telephone banking. You can also transfer funds from your line of credit to your checking or savings account. These services may also be used to make numerous inquiries regarding transactions postings to your Accounts.

You can use these services to do your banking 24 hours a day, 7 days a week. The use of online banking is governed by the Online Banking Agreement and transactions involving your line of credit are governed by the Revolving Credit Account Agreement and Disclosure Statement, or other note or line of credit agreement you may have with Firstrust Bank.

FirstCall is designed to be available to you all the time, however unscheduled interruptions may occur. In addition, FirstCall transactions may not be posted at the time of your call, due to regularly scheduled computer hosting down times. However, you may continue to enter transactions and your records will be updated when the computer hosting down time is completed. Subsequent transactions will be based on such updated records and may be considered by us to have been made on the next Business Day. To use FirstCall, you must have a PIN to authorize transactions. The PIN (which is different than your card PIN) has the same effect as your signature and all of the precautions regarding the PIN outlined in the paragraph above titled "Use of Personal Identification Number ("PIN") with the Card" apply to the PIN used with FirstCall. Cellular telephone transactions can be intercepted without your knowledge or authorization.

(d) **Bill Pay Service.** Our Bill Pay Service can be used to make payments from your checking accounts to third parties. These can be individual or scheduled recurring payments. The use of our online bill pay service is governed by the Terms and Conditions of the bill pay service.

(e) **Other Electronic Purchase Transactions.** In addition to other transactions described above, you may authorize another party (in person, by mail or over the internet) to initiate an ACH transfer from your checking account to pay for goods or services.

(f) **Electronic Check Conversion Transactions.** A check you write can also be converted into an electronic funds transfer under certain circumstances such as:

(1) You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. To obtain your authorization for these transactions, the merchant or service provider may post a sign, include a notice in a written communication they send to you, obtain your signature on a document, or request your permission by phone or over the internet. We are not responsible if the merchant or other payee does not notify you that the transaction will be processed as an electronic funds transfer.

(2) When you present your check to a merchant or provider of services, they may request that you authorize them to charge you a fee if your check is returned for insufficient funds, or they may provide you with notice of this fee in person, by mail or other means. This electronically assessed fee is an electronic funds transfer. We are not responsible if the merchant or other payee charges you a fee for an electronic funds transfer.

11. Your Liability for Unauthorized Transactions/Transfers

Tell us AT ONCE if you believe your card(s) and/or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Calling us is the best way to contact us and to minimize your possible losses.

You could lose all the money in your Account(s), plus the available balance in your Overdraft Protection account(s), and/or the discretionary Overdraft Privilege Limit. If you notify us of the loss, your liability for unauthorized ATM or debit card transactions not processed by VISA will be as follows:

(a) If you tell us within 2 Business Days after you learn of the loss or theft of your PIN, ATM card or VISA debit card, you can lose no more than $50 if someone used your PIN and ATM card or VISA debit card without your permission.

(b) If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your PIN, ATM and/or VISA debit card, and we can prove we could have stopped someone from using your PIN, ATM and/or VISA debit card without your permission if you had told us, you could lose as much as $500.

(c) Also, if your statement shows transfers that you did not make, including those made by ATM or VISA debit card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

YOU AGREE THAT IF YOU GIVE OR MAKE AVAILABLE YOUR CARD(S) AND/OR PIN TO SOMEONE ELSE TO USE OR BORROW, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

If your VISA debit card was used fraudulently, or lost or stolen, and you notify us of your loss pertaining to a VISA debit card transaction processed by VISA within 60 calendar days after the statement was mailed or made available to you, you will have no loss under the VISA Zero Liability Policy. This VISA Zero Liability Policy does not apply to ATM cards, account transfers, PIN and non-PIN based debit card transactions not processed by VISA.

The VISA Zero Liability Policy requires that a written statement of unauthorized use be submitted for claims of unauthorized activity. If you do not enter a PIN, transactions may be processed as either a VISA debit card transaction or a transaction on the STAR network. Merchants must provide you with a clear way of choosing to make a VISA debit card transaction if they also support the STAR network option. Please be advised that should you choose to use STAR when making a transaction without a PIN, different terms may apply. In addition, during any VISA sponsored reward promotions you will only be eligible for rewards accrued on transactions processed over the VISA network.

See the Paragraph titled “How to Contact Us” near the end of this Agreement for our phone numbers and address.

12. Error Resolution Notice in Case of Errors or Questions about your Electronic Transactions

In case of errors or questions about your electronic transfers, call or write us as soon as you can using the "How to Contact Us" information near the end of this Agreement, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement on which the problem or error appears. You must provide us with the following information:

(a) Tell us your name, account number and ATM or VISA debit card number. (For security purposes please do not email confidential information unless specifically instructed how and where to send such information by Firstrust Bank.)

(b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

(c) Tell us the dollar amount of the suspected error and, if applicable, the date the error appeared on your bank statement or receipt.

If you tell us about any discrepancy orally, we may require that you send us your complaint or questions in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not re-credit your Account during the period of our investigation. We may also not re-credit your Account if the transaction was an ATM deposit made by check, draft or similar paper instrument.

For errors involving new accounts, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credited your Account with funds while investigating an error, we will reverse that credit if we conclude no error has occurred. You are responsible for full repayment of these funds to us.

13. How to Contact Us

In case of errors or questions about your electronic transfers, you may contact us by calling:

During Business Hours:	800-220-BANK
After Business Hours – for VISA debit card only:	Within the United States 800-264-5578 Outside the United States 701-461-0621

Or you may write to us at:

Firstrust Bank
Customer Care Center
1 Walnut Grove Drive
Horsham, PA 19044

Call 800-220-BANK or visit any Firstrust Branch during business hours to request replacement of your ATM or VISA debit card.

14. Charges/Fees

You agree to pay the charges or transaction fees that are charged for Electronic Funds Transfer Services we currently offer or which may later be offered, as such fees or charges may be imposed or changed from time to time. Those fees are disclosed in our Retail Banking Fee Schedule. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transaction (including a fee for a balance inquiry). You also agree to pay any other charges imposed by others for use of the card.

15. Business Day

Each day is a "Business Day" except Saturdays, Sundays, and other days the Federal Reserve Bank is not open for transaction processing, as well as bank holidays. The customary days on which the Federal Reserve Bank is not open for transaction processing include:

New Year's Day
Presidents' Day
Juneteenth National Independence Day
Labor Day
Veterans Day
Christmas Day
Martin Luther King Day
Memorial Day
Independence Day
Columbus/Indigenous Peoples' Day
Thanksgiving Day

16. Liability

If a card(s) is issued for a joint Account(s) you agree to be jointly and severally liable under the terms of this Agreement.

You agree that if you make deposits or payments to your Account(s) with items other than cash and we make funds available to you from such deposits before we collect them, we may deduct the amounts of such funds from your Account(s) that are not collected. If the funds in your Account(s) are insufficient at such time, you will promptly pay to us any amount of such funds that are not collected, plus any fees you may owe us in accordance with our then current Retail Banking Fee Schedule.

17. Our Liability for Failure to Complete an Electronic Funds Transfer Transaction

If we do not complete a transfer to or from your Account on time or in the correct amount, when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

(a) through no fault of ours, there is not enough money in your Account to complete the transaction:

(b) the funds in your Account are unavailable;

(c) the funds in your Account are subject to legal process;

(d) the transaction you request would exceed the funds in your Account, plus any available Overdraft Protection and/or discretionary Overdraft Privilege limit;

(e) you have not authorized discretionary payment of ATM and everyday debit card transactions, and assessment of any related fee for each item presented against any Account with insufficient funds;

(f) the ATM you are using does not have enough cash to complete the transaction;

(g) your card(s) has been reported lost or stolen or your card(s) privileges have been suspended and you are using the reported/suspended card(s);

(h) we have a reason to believe that the transaction requested is unauthorized, suspicious, fraudulent or violates a law or regulation;

(i) the ATM or system was not working properly or there was a damaged card or software malfunction, and you knew about the breakdown when you started the transaction;

(j) circumstances beyond our control, such as but not limited to an act of God, fire, flood or other catastrophe, or by an electrical or computer failure or a communication malfunction that prevents processing of the transaction, despite reasonable precautions we have taken;

(k) you attempt to complete a transaction using an ATM, network or VISA merchant terminal which is not a permissible transaction under this Agreement;

(l) the transaction would exceed security limitations on the use of your ATM card or VISA debit card;

(m) you or we have terminated the agreement for use of the card;

(n) you did not provide us with the correct names or account information for those persons or entities to whom you wished to direct payment;

(o) Other reasons stated in our Agreement with you.

There may also be other exceptions not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

We are not responsible for anyone's refusal to honor your card.

18. Limitation of Our Liability

Unless otherwise required by law, we will not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, claims or liability of any kind from the use of the card(s) and services described in the ATM/VISA Debit Card Agreement. We will also not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, from your participation in, possession of or use of any goods or services purchased or leased using any of the cards and services described in the ATM/VISA Debit Card Agreement.

19. Confidentiality

We will disclose information to third parties about your Account or the transfers you make:

(a) Where it is necessary for completing transfers; or

(b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or

(c) In order to comply with a government agency, subpoena, writ or court orders, or other legal process; or

(d) If you give us your written permission.

If we receive a valid subpoena, court order or other legal process that applies to one of the owners of a joint account, the Account information will be provided as required. Refer to our privacy disclosure titled, "What does Firstrust Bank do with your Personal Information?" to learn more about how we protect and share your personal information.

20. Amendment of this Disclosure

You agree that from time to time we may amend or change the terms of this Disclosure including amendments or changes to add more card services. We will notify you in writing of any change in a term or condition required to be disclosed under the Electronic Fund Transfer Act, at least 21 days prior to the effective date of such amendment or change as required by law, such as when the change would result in an increase in your fees or liability for use of the card or reduce the types or availability of card services. If we have notified you of a change in any terms of this Disclosure, you have agreed to the new term(s) as of the effective date of such amendment or change whether or not you continue to use the card.

21. Ownership

You agree that the card(s) is our property, and you will surrender it to us upon our request.

22. Stop Payment - Preauthorized Payments

If you have told us in advance to make regular payments from your Account, you can stop any of these payments or you may withdraw this authority to make any future payments to that party. Here's how:

Call us or write us using the phone number or address in the paragraph titled "How to Contact Us" in this Agreement, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and provide it to us within 14 days

after your call. We will charge you for each stop payment order you give. Please refer to the Retail Banking Fee Schedule for the amount.

If a check you wrote will be converted to an ACH payment, we must receive your stop payment request so that we have sufficient time to act on it before we receive the ACH entry to charge your Account.

If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages, but not indirect, special, or consequential losses or damages.

23. Other Provisions

(a) We may cancel your privilege to use the card(s) and any PIN even without telling you in advance. You may terminate the ATM/VISA Debit Card Agreement at any time by notifying us in writing. In either case, you will stop using and destroy all cards at once. You will notify us verbally or in writing of your intent to terminate the ATM/VISA Debit Card Agreement. Ending the ATM/VISA Debit Card Agreement will not affect your obligations under the ATM/VISA Debit Card Agreement for transactions or transfers performed with your card(s) or any PIN, even if those transactions are completed after the ending date.

(b) We may replace your card(s) at any time without notice.

Thank you for banking at Firstrust Bank.
800-220-BANK
Please visit our web site at firstrust.com

FIRSTRUST BANK

MEMBER FDIC
EQUAL HOUSING LENDER

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ADDENDUM AMENDING THE RETAIL ACCOUNT AGREEMENT, FUNDS AVAILABILITY, & ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE

These Amendments are being made to and in accordance with the above Agreement.

The following replaces Section II, Paragraph 4, of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure and is effective July 1, 2025, to reflect changes to the regulation implementing the Expedited Funds Availability Act. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

4. Other Check Deposits

Our policy is to aggregate all check deposits made by you before our cutoff time on a given Business Day, and to make funds available to you as follows:

(a) The first $275 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 Business Day after the Business Day of your deposit. An additional $550 of the aggregate of checks deposited will be available for withdrawal in cash, no later than 5:00 pm (Eastern Time) on the second 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 Business Day after the Business Day of deposit (as determined above); and/or (ii) to withdraw in cash or transfer funds on the third Business Day after the Business Day of deposit.

For example, if you deposit a single or multiple check(s) totaling $900 on a Monday before our cutoff time, $275 of the deposit is available on Tuesday morning to pay checks to others and to withdraw in cash. An additional $550 of this deposit will be made available for withdrawal in cash, no later than 5:00 pm (Eastern Time) on 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 cash or transfer funds electronically on Thursday.

(b) ATM Funds Availability. We reserve the right to collect and process all deposits; however, subject to such rights, deposits at proprietary ATMs that are built into or are within 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 other ATMs will be available for withdrawal no later than the fifth Business Day after the day of deposit.

The following replaces Section II, Paragraph 5, of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure and is effective July 1, 2025, to reflect regulatory changes to the regulation implementing the Expedited Funds Availability Act. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

5. 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 $6,725 on any one day;

(b) You redeposit 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 in the last 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.

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. Generally, they will be available no later than the seventh 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 II, Paragraph 6, of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure and is effective July 1, 2025, to reflect regulatory changes to the regulation implementing the Expedited Funds Availability Act. The change revises the amounts of funds we make available to you on certain deposits to your checking account(s).

6. Special Rules for New Accounts

If you do not have a retail checking Account with us, the following special rules will apply during the first 30 calendar days your first checking Account is open:

(a) Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

(b) Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, travelers, state and local government checks will be available on the first 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 $6,725 will not be available until the second Business Day after the day of your deposit. The excess over $6,725 will be available on the ninth Business Day after the day of your deposit. Funds from all other checks deposited will be available on the sixth Business Day after the day of deposit.

(c) The first $6,725 from a deposit of U.S. Treasury checks will be available on the first Business Day after the day of the deposit. The rest will be available on the ninth Business Day after the day of deposit.

The following replaces Section I, Paragraph 15, of the Retail Account Agreement, Funds Availability, & Electronic Funds Transfer (EFT) Disclosure and is effective September 18, 2026. The change clarifies the indemnification provisions on stop payment requests made on electronic funds transfers.

15. Stop Payment Requests

If you do not want us to pay a check you have written or an ACH you have authorized, you can request us to stop payment on it in person, by mail, by telephone, via Firstrust Online Banking or by any other method we make available to you. You may not notify us by email without our specific prior written consent. Any person who can act on your Account may also place a stop payment request on any check or item written, or an ACH you have authorized on your Account. You must notify us either during our

regular business hours or anytime using Firstrust Online Banking. You also may use this stop-payment process for a temporary stop-payment order for a postdated check.

Any stop-payment order must specify the Account number, the check number or the ACH serial number, the amount, the date of the check or ACH debit, and the payee. We may also require additional information such as the date of the check, name of the payee, and the information that is magnetically encoded on the bottom of the check. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable if we incorrectly make the payment or do not make the payment. We may take up to one full Business Day to determine whether we can act on a stop payment request. If any of the information you tell us is incomplete or incorrect, if you use a check that is not magnetically encoded to our specifications, if you have issued more than one check with the same serial number, or if we do not have a reasonable opportunity to act on your request, we will not be liable if we fail to stop payment of the check or ACH, or if our payment of the check or ACH causes other checks or items to be returned for insufficient funds. We will not be liable for clerical or inadvertent errors, or a reasonable mistake of judgment if we pay the check over a stop payment request. In no event will we be liable if we pay the check or ACH on the same day we receive your stop payment request. If we pay a check or ACH over a valid stop payment request and re-credit your Account for the amount of the check or ACH, you agree to transfer to us all of your rights against the payee of the check or ACH or person holding your check. You also agree to assist us in any suit or action we may take against the payee or holder of the check. We will not honor stop payments on cashier's checks or other bank official checks. You may not place a stop payment on a check or ACH that has already been paid or otherwise accepted by us.

An oral stop payment request must be confirmed in writing within 14 calendar days; otherwise, it will expire. Mail your confirmation to: Firstrust Bank, Customer Care Center, 1 Walnut Grove Drive, Horsham, PA 19044.

A stop payment request on a check will be valid for 180 days, but you may renew it before the 180 days expire. When the 180 days expire, we do not have to notify you before we pay the check. A stop payment request may be revoked or released, but only by the person who requested the stop payment, regardless of the ownership of the Account.

If you request a stop payment, you agree to pay our stop payment fee and to reimburse us for all costs and expenses we incur, including our attorneys' fees, because of our refusal to pay the check (See the Retail Banking Fee Schedule).

See the "Electronic Funds Transfer Agreement and Disclosure" in Part III of this Agreement for additional information on how to request a stop payment on an individual preauthorized payment and to withdraw your authority to make any regular scheduled payments to a party in the future.

Except for stop payment requests made on electronic funds transfers subject to the Electronic Funds Transfer Agreement and Disclosure in Section III of this Agreement, if you request a stop payment on any item and we incur damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment request.

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