

MASTER COMMERCIAL ACCOUNT AGREEMENT

This Master Commercial Account Agreement (“Agreement”) is made by and between the signer(s) hereto referred to as “Business Customer,” “you,” and/or “your,” and Firsttrust Bank referred to as “we,” “us,” “our” and/or “Bank.”

References to the “Account Holder” in this Agreement mean the legal entity, or the individual establishing an Account (as defined below) for such individual’s trade or business or as a trustee for a trust or as an executor or executrix of an estate, that owns the Account or Accounts; “Authorized Person” means an individual whom the Account Holder has authorized to use a Service or to conduct transactions on the Account; “Administrator” means the individual designated by an Account Holder who will have authority to establish separate access to you and each Authorized Person, perform various administrative tasks, and/or set limits on each Authorized Person’s authority to access information and conduct transactions on the Account. References to “person” means an individual or a legal entity (including a corporation, partnership, limited liability company, joint venture, trust or unincorporated organization). **You assume sole responsibility for the actions of your Administrator or other person using your Administrator’s credentials, the access and authority the Administrator grants others to act on your Account, and the actions of Authorized Persons or other persons using an Authorized Person’s credentials.**

This Agreement covers the use of Firsttrust Bank's Commercial Deposit Accounts (“Commercial Accounts” or “Accounts”) and products and services related thereto (“Services”) for customers with Commercial Accounts. By signing (manually, electronically, or otherwise) or submitting (electronically or otherwise) an 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 Service from us, you acknowledge receipt and review of, and agree to be bound by, 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, our signature card, any disclosures and any Commercial Banking Fee Schedule(s), which detail fees and deposit account terms and conditions and which are a part of this Agreement. You agree that your electronic signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the Pennsylvania Uniform Electronic Transactions Act, as amended from time to time. You also acknowledge receiving separately any applicable disclosures and Commercial Banking Fee Schedule(s).

Multiple Account Holders and Authorized Person(s) (or similar terms used on Attachments, Addendums and Schedules hereto) are also bound by the terms and conditions contained in this Agreement. Bank shall be entitled to rely on any notice believed by it in good faith to be delivered by one of the Authorized Persons, the Administrator, or Business Customer. Bank reserves the right to obtain documentation before honoring any grant of authority to or revocation of authority from an Authorized Person. Account Holder is responsible for all use of the Commercial Accounts and the Services by any Administrator, other Authorized Person, or employee, whether such person is acting within or beyond the scope of his or her authority.

The terms and conditions in this Agreement are in addition to those in the signature card, Commercial Banking Fee Schedule(s) and related disclosures including those made pursuant to applicable laws, regulations and rules together with any credit agreements you have with us. Bank reserves the right to change the Commercial Banking Fee Schedule(s) and implement new charges at any time without notice to Business Customer, except as provided in “Fees and Charges” below. Any fees assessed pursuant to the Commercial Banking Fee Schedule(s) shall be those on the Commercial Banking Fee Schedule(s) in effect at the time of the applicable transaction or charge, regardless of the fees effective at the time of this Agreement.

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. We also make no representation regarding tax consequences, deposit insurance coverage, or legal results regarding the type of account you open. You are solely responsible for

selecting the type of account. We recommend that you consult with your own attorney, accountant, or financial advisor to determine the appropriate account for you.

This Agreement contains important limitations on Firsttrust Bank's liability and disclaimers of warranties. Please read it in its entirety.

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I. General Provisions

1. Scope of Agreement.

This Agreement applies only to all Commercial Accounts and Services opened and/or utilized by a partnership, corporation, association or other entity operated on a for-profit basis; a corporation or an association operated on a not-for-profit basis; business purpose; custodian or trustee; executor or executrix of an estate; a governmental unit; and an individual who intends to use the account for carrying on a trade or business. All types of Commercial Accounts and Services that we offer, now or in the future, including without limitation checking account products, savings accounts (including money market account products) and certificates of deposit are covered by this Agreement. If you opened a certificate of deposit, it will also describe certain terms and conditions regarding such account. This Agreement does not cover safe deposit boxes, trust services, and non-deposit investment products. You agree that your Commercial Accounts will not be used for personal, family, or household purposes. Accordingly, the Commercial Accounts and Services are not subject to laws and regulations that apply only to transactions entered into for personal, family or household purposes, including without limitation the federal Electronic Fund Transfers Act and its Regulation E and Truth in Savings Act and its Regulation DD. Any disclosures, Commercial Banking Fee Schedule(s), as well as separate product brochures, describe in greater detail the terms and conditions of our various deposit account products. Please read and retain this Agreement and all other product information including any disclosures and the Commercial Banking Fee Schedule(s). Feel free to ask questions about them. You should substitute any later versions of the documents when you receive them.

2. Signature Card.

As part of our account opening processes, you will be required to sign a signature card. That signature card will include a specimen of your signature. This signature card shall constitute evidence of the existence of an account in the Account Holder's name as owner(s) hereof as indicated on this signature card. If the option for temporary signature card is checked on the account signature card, this signature card will constitute a temporary signature card. Even if the option for temporary signature card is checked, the documents required to be presented to comply with the Customer Identification Program requirements of the USA Patriot Act must have been received as to that signer. Subject to the restrictions below, only the person(s) who have signed the account signature card may transact business on this Account. Any applicant that has not signed the account signature card may not transact business on this Account until such time as their signature is received in our office and accepted by us. We may at some time in the future restrict or prohibit further use of this Account if we do not receive such additional signature(s) and/or other requirements we have imposed within a reasonable time.

3. Fees and Charges.

You agree to pay and hereby authorize us to charge any of your Commercial Accounts for the charges or transaction fees or penalties that are charged by us or other entities involved in the providing of the Services (including any Services that may later be offered and their attendant fees, charges or penalties which fees, charges and penalties may be imposed or changed from time to time) and to secure payment of sums due to Bank hereunder (including without limitation Business Customer's indemnity obligations). Such fees are described in Commercial Banking Fee Schedule(s), Attachments and/or other Schedule(s) for Services, and/or analysis statements. Bank may change its fees from time to time without prior notice to you, except as we choose in our sole discretion or as otherwise required by law. Any present or future sales, use, excise, value added, utility or other similar taxes imposed by a governmental entity or penalty relating to the Services provided for herein shall also be paid by the Business Customer. You also agree to pay additional reasonable charges for any services you request that are not covered in the Commercial Banking Fee Schedule(s). We may charge any of your Accounts for these service charges without prior notice to you, and the amount of any fee or charge will be the charge or fee in effect at the time the fee or charge is imposed. Your Account also may be subject to minimum balance requirements, which are listed in the Commercial Banking Fee Schedule(s), and which are subject to change without prior notice to you except as we choose in our sole discretion or as otherwise required by law.

4. Interest.

If you have an interest-bearing Account, you hereby acknowledge receipt of a rate sheet with interest rates and Annual Percentage Yields (APYs) that apply to your Account. These interest rates and APYs are accurate as of the date printed on the rate sheet. The interest rate and the APY are determined by Bank and may change daily without limitation on the amount of the change at our discretion. Unless otherwise disclosed at the time of opening, the interest rate on certificates of deposit is fixed for the stated term of the certificate of deposit, excluding renewals. The APY assumes that interest will remain on deposit for the term of the Account. A withdrawal of interest will reduce earnings. Current rates are available by calling 800-220-BANK or any local community banking office (also known as a “branch” or “branch office” and hereinafter referred to as “Branch” or “Branch Office”). Additional disclosures affecting the interest rate or frequency of interest rate change may be found elsewhere in other disclosures. The daily collected balance method is used for computing interest. This method multiplies the collected balance in the Account each day times a periodic rate (based on the interest rate in effect for that term). Interest begins to accrue on cash, electronic payments, and on Branch deposits of checks drawn on Firsttrust on the Business Day the cash or such check is deposited into your Account. For all other deposits, interest begins to accrue no later than the Business Day on which Bank receives credit for the deposit. All deposits are subject to the final collection of funds so deposited. Additional certificate of deposit interest payment conditions, grace periods, early withdrawal penalties and related terms are described in disclosures you will receive when opening a certificate of deposit.

5. Ownership of Accounts and Signature Requirements.

You must provide us with a properly executed resolution, if applicable, and any other documentation, which we may require, confirming the authority of each signer on the Account. We may honor the authorization(s) until we actually receive written notice of a change or termination from your board of directors or other governing body. A new resolution or other documentation of authority satisfactory to us and signature card signed by all authorized and required signers, are required each time a signer is to be added or removed from the Account. The change shall become effective when we update our records to reflect the change. You agree to present identification that is valid and is a type acceptable to Bank to open Accounts and to perform transactions on the Accounts.

6. Certification of Beneficial Ownership.

If the Account Holder is a Legal Entity as defined below, prior to opening your Account you must certify to Bank as to the name(s), address(es), date(s) of birth, and social security number(s) (or passport number or other similar information in the case of foreign persons), and such other information as Bank may require for (i) each individual, if any, who owns, directly or indirectly, twenty-five percent (25%) or more of the equity interests of a Legal Entity customer; and (ii) an individual with significant responsibility for managing the Legal Entity customer (e.g. CEO, CFO, COO, Manager, Managing Member, General Partner, President, VP, Treasurer). A Legal Entity includes without limitation corporations, limited liability companies, and other entities created by filing a public document with the Secretary of State (or comparable department or agency of another jurisdiction), and partnerships. Bank may verify the information provided by requesting photo identification of the individuals or any means Bank deems reasonable and necessary to verify the information. Bank also may require Business Customer to provide updated information at Bank’s discretion, including without limitation anytime you establish a new account or loan with us. The Certificate of Beneficial Ownership is attached hereto as Exhibit B. **Regardless of such beneficial ownership information provided to Bank and any authority provided to an Authorized Person, only persons who have executed the account signature card have authority to transact business on the Account in Bank’s Branches, and Bank may refuse to follow instructions provided by any person who has not executed the signature card.**

7. Obtaining and Using Credit and Similar Information.

(a) **Authority to Obtain Credit and Other Information.** You (and, if acting in a representative capacity, individually and for such entity or person that you represent) authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate (including, without limitation, obtaining a consumer and commercial report (credit 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 or commercial report (credit report) and the names and addresses of any consumer-reporting agencies that provided such reports.

Each person identified as an Authorized Person or Administrator on the Account application and each person signing the signature card authorizes Bank to obtain verifications and reports from agencies on its or his/her accounts and financial affairs from time to time, such as credit reports and account status reports on him/her as an individual if he/she is a natural person, in connection with the account application and any other applications made by Business Customer. Each Authorized Person, the Administrator, and each person signing the account application acknowledges that Bank requests this information to reduce fraudulent accounts, to prevent access to financial information and accounts by unauthorized persons, and for other legitimate business reasons. Should the information obtained from any such verification or report cause Bank to decide to deny the account application for Business Customer, each Authorized Person, the Administrator, and each person signing the account application authorizes Bank to communicate either explicitly or implicitly, to any co-applicant and to any co-owner, director, officer, or employee of the Business Customer that the denial was based in whole or in part on such information.

(b) Furnishing Information To Consumer-Reporting Agencies. If you, as an individual, believe that we have furnished any inaccurate information relating to you, as an individual, or your Account to any consumer-reporting agency, you may notify us by phone or mail using the contact information listed at 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 740256, Atlanta, GA 30374, 1-866-349-5191; Trans Union, P.O. Box 1000, Chester, PA 19016, 1-800-916-8800; or Experian, P.O. Box 4500, Allen, TX 75013, 1-888-397-3742.]

(c) Negative Credit Reports. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULT ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT 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.

8. 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 certain other business with us. 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 a signature, obtain credit reports, and otherwise to verify information supplied by you when you applied for an account with us or applied for any service we offer. 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 in accordance with this paragraph. We may obtain credit reports on you at any time for any legitimate business purpose.

If a check drawn against any of your Accounts is presented over the counter for payment by a person other than an Authorized Person, we may require identification acceptable to us. If such person is not our customer, we may fingerprint the person presenting the check. We may dishonor the check if the person refuses or fails to provide identification acceptable to us. If a check drawn against any of your Accounts for which we are providing Positive Pay Services is presented over the counter for payment, we may also dishonor the check if we cannot verify that it is payable in accordance with the Positive Pay Services section of the Treasury Management Services Agreement as amended from time to time.

9. Transfer of Ownership.

No Account is transferrable or assignable without our prior written consent. We must approve any assignment or pledge of your Account as security for a debt, and any assignment or pledge remains subject to our right of setoff and security interest. No pledge or assignment will become effective until we have recorded it on our books. If

ownership is proposed to be transferred, we may require that the Account be closed and a new account opened in the name of the new owner.

10. Agency.

We are authorized, but not required (unless required pursuant to applicable law), to recognize any power of attorney or other agent relationship appointing another person to act on an Account. If we accept a power of attorney or agent appointment, any action we take will be binding on you if we take action before we receive: (1) a signed written revocation of the power of attorney or agent appointment; or (2) a certified copy of a death certificate of the grantor of the power of attorney; or (3) if the power of attorney is non-durable, a certified copy of a court order declaring the grantor of the power of attorney incapacitated or appointing a guardian for a signer on the Account; or (4) a certified copy of a court order prohibiting the further action by such agent; or (5) if the agent has been acting under a “springing” power of attorney, notice that the grantor of the power of attorney is no longer incapacitated.

11. Account for Your Benefit Only.

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 shall not give your Account number to any unauthorized person, and you agree to take all reasonable precautions to keep any such person from learning your Account number or other means of accessing your Accounts. If you directly or indirectly let an unauthorized person learn your Account number or any other information or means to access your Account, you agree that we will not be responsible for any of your losses or damages resulting from any withdrawals or other transactions that result. If you provide your Account number or other means of accessing your Account to someone, you authorize us to pay any resulting items (including, but not limited to, wire transfers and Automated Clearing House (“ACH”) credits, debits, and other items) presented to us. You agree to take reasonable steps to ensure that you have adequate internal procedures and security measures in place to secure your Account and any information regarding your Account, including but not limited to, your Account number and Account access information.

12. Disputes Affecting the Account; Adverse Claims.

If Bank believes that there is a dispute between or among the signers or owners of any Commercial Account (including without limitation joint owners of a joint account, partners on a partnership account, members or managers on a limited liability company account, or shareholders, officers, or directors of a corporate account), Bank may, in its sole discretion: (1) continue to act on the signature(s) of the persons then listed on any signature cards and/or resolutions on file with Bank; (2) place a hold on the funds in the Account(s) pending resolution of the dispute to Bank’s satisfaction; or (3) deposit the balance of the funds into a court for a court order determining who is authorized to withdraw funds from the Account(s). Bank will not incur any liability for taking any such action, and you agree to reimburse Bank for all losses and expenses Bank incurs, including reasonable attorneys’ fees, and the costs of litigation, as a result of any dispute involving your Account(s), and you authorize Bank to deduct any such losses, costs, or expenses from any of your Account(s) without prior notice to you.

Bank is not liable if Bank honors a check or pays a withdrawal on your Commercial Account(s), even if Bank has received notice of an adverse claim (a claim made by a person other than Business Customer) to the Account(s). Unless Bank is served with an appropriate court order, Bank is not liable if Bank ignores the adverse claim. An exception to this rule is a stop payment order following your death, as set forth in the paragraph titled “Death or Incapacity; Dissolution”. Although Bank reserves the right to ignore adverse claims, Bank may in its discretion refuse to release any funds from your Account(s) for a reasonable period of time after Bank receives notice of the claim or require that you post a bond to compensate Bank for any damages it may incur arising out of such claim.

13. Deposit and Collection of Items.

In receiving deposits or collecting checks, drafts, bonds, Automated Clearing House (“ACH”) transactions and other items, Bank acts as your agent and assumes no responsibility beyond the exercise of ordinary care. Bank does not become the owner of the item, except as provided in “Cancelled Checks; Substitute Checks,” below. Deposits may be made in person at any of our Branches, by mail, by lockbox, by certain automated teller machines (“ATMs”), by wire transfer, or any other method that Bank makes available, provided Business Customer signs and gives Bank any agreements or other documentation which Bank may require. Bank is not responsible for any deposits, including transactions by mail or outside depository, until Bank actually receives such deposit, verifies the amount, and records such items on its books.

Any amounts from checks, drafts, and other items, including items drawn on Bank (except as otherwise provided by law) which are deposited into Business Customer's Account, may be withdrawn only after Bank has received final payment. Bank shall handle all items, whether cashed or deposited, as Business Customer's collection agent, subject to Bank's rights to charge back or setoff all sums for which Bank has not received final payment. If any item deposited to Business Customer's Account(s) is returned to Bank through any bank and/or the Federal Reserve System, any interest earned on the item(s) will be charged back from the date of deposit to the date such item(s) was/were returned to Bank.

Bank will not be liable for the default, negligence, errors, or mistakes made by other banks or financial institutions that process any items or for any loss in transit or delay in payment.

Business Customer agrees that it will comply with applicable federal and state laws and regulations for record keeping, obtaining authorizations and other actions required by Business Customer if it originates a withdrawal from another party's account by check, draft, or other paper or electronic means that results in a deposit or credit to any Account of Business Customer.

Business Customer agrees to take back any preauthorized draft deposited into its Account that is returned within ninety (90) days after the day of deposit. Bank may reverse any credit made to Business Customer's Account for the preauthorized draft, or otherwise collect from Business Customer the preauthorized draft. Business Customer agrees that it will not deposit a preauthorized draft drawn on a person's bank account without that person's express written verifiable authorization, and that Business Customer will maintain a record of the express written verifiable authorization for such periods required by law including the National Automated Clearing House Association ("NACHA") operating rules.

If a third party makes a claim with respect to any deposited item after final payment on the grounds that the item was altered or bore a forged or unauthorized endorsement, was fraudulent, counterfeit, or was otherwise not properly payable, Bank may, without responsibility or liability to Business Customer, withhold the amount of the item from the Account until final determination of the claim. Bank will not be liable to Business Customer for Bank's actions.

If, in connection with a direct deposit plan, Bank deposits 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, Business Customer authorizes Bank to deduct the amount of Bank's liability to the originator from the Account or from any other Account Business Customer has with Bank, without prior notice and at any time, except as prohibited by law. Bank may also use any other legal remedy to recover the amount of Bank's liability.

Bank may make adjustments to Business Customer's Account(s) in Bank's sole discretion to correct computation, transaction recording, or other errors. Without prior notice to Business Customer, Bank may charge back at any time any item if, within the normal handling period for such item, the item cannot be honored against the drawer's account. If an item Business Customer deposits or cashes is lost in transit by Bank or another bank or financial institution (or any independent contractor employed by such party), Bank may reverse the credit given for such items or charge any Account Business Customer has with Bank until a duplicate can be obtained and collected. Bank may pursue collection of previously dishonored items and permit the payor bank or financial institution to hold an item beyond its deadline.

If, for any reason, Bank credits Business Customer's Account in error or for an amount in excess of the amount to which Business Customer is entitled, Business Customer agrees to pay Bank the amount of the credit or excess amount. Bank may deduct the amount of the credit or excess amount from Business Customer's Account(s) with Bank without notice to Business Customer. Bank also may use any other legal or equitable remedy to recover the credit or excess amount.

14. Check Signatures and Verifications.

Checks written on, and other items debited from, your Account may be processed mechanically based on information encoded on such checks or other items. Although we may visually review such checks and other items

from time to time, you agree that reasonable commercial standards do not require us to do so and we do not fail to exercise ordinary care by using automated means to process your checks. If we do visually review any check or other item, we may return it unpaid without liability to you if, in our opinion, it does not bear a signature matching the specimen signature card we have on file for your Account. You agree, however, that we will not be liable to you for honoring any check, withdrawal request, or other item bearing a signature that, in our sole opinion, matches your signature card or Account application, on file with us. You also agree to indemnify and hold us harmless from any and all losses arising directly or indirectly out of (a) the misuse or unauthorized use of any facsimile signature used on a check, withdrawal request, or other item; or (b) the payment or acceptance of any item with restrictions or notations, whether you are the payee, payor, endorser, drawer, or otherwise; or (c) payment of a check that was altered or forged in such a manner that either automated processing or a reasonable person would not be able to detect the alteration or forgery. You agree this indemnification survives termination of this Agreement.

15. Canceled Checks; Substitute Checks.

(a) **Canceled Checks.** All checks presented for payment become Bank's property upon payment. Bank may, at its option, not include Business Customer's canceled checks in the periodic statement Bank provides to Business Customer. This practice is called truncation. Bank may instead maintain a computer-generated image of the checks. Business Customer's 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 Business Customer is a Firsttrust Online Banking customer, Business Customer may view images of the front and back of the checks using Bank's website. Firsttrust Online Banking is Bank's Online Banking Service and is further described in Section IV of this Agreement. These images will be posted at the website for a limited time after the checks are listed on the statement. After Bank makes the computer-generated image of the check, the original will be destroyed. Bank will store the computer-generated images of the checks as long as is legally required. At Business Customer's request, Bank will use its best efforts to provide Business Customer with a copy or computer-generated image of the checks. A fee may be imposed for each copy in accordance with the Commercial Banking Fee Schedule(s). Business Customer agrees that by retaining the computer-generated image of the check and providing Business Customer with an image of the check with the statement, and/or at Bank's website, Bank has made the check available to Business Customer in a reasonable manner. Business Customer is still responsible for examining its statements and notifying Bank of any errors or unauthorized transactions within the time periods described under the section "Notification of Errors, Unauthorized Signatures, Forgeries, Alterations," even if Bank images the checks. Like a canceled check, a copy or computer-generated image of a check is legally acceptable as proof of payment and for other record keeping purposes. Computer-generated images are acceptable to the IRS. If for any reason Bank cannot provide a copy of a check, or satisfy Business Customer's request by other means, Bank may be liable only for the face amount of the check or Business Customer's actual damage, whichever is less. Bank may also use check imaging for drafts, credit or debit advices or other paper items presented on Business Customer's Accounts. All image records of the transactions in Business Customer's Account(s) are the property of the Bank.

(b) **Substitute Checks.** To make check processing faster, federal law permits banks to replace original checks with "substitute checks". 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.

16. Endorsements and Restrictive Legends.

(a) **Endorsements.** We may accept for deposit any check or other 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 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.

(b) **Restrictive Legends.** We are not required to honor any restrictive legends on checks that you write, unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.” We are not responsible for any losses, claims, damages or expenses that may result from placement of these or other special instructions on checks, unless we have agreed in writing to such instructions or restrictions, and in such case our liability to you is limited as provided in this Agreement. We may, but are not obligated to, pay or accept items bearing restrictions or notations. You agree that if you write or accept an item with such restrictions or notations, such is between you and the payee, payor, endorser, or drawer, as the case may be, and such shall have no effect on us.

(c) **Restrictive More Than One Signature Required.** We pay and process all checks by automated means and we are not required to examine checks manually. We usually will not accept Accounts that require more than one signature. Therefore, checks and other withdrawal or transfer requests may be paid on one signature notwithstanding any instructions to the contrary, unless required by court order or other law or legal process. Any agreement contrary to this policy (for example, our agreement, in our sole discretion, to process checks drawn on your Account only if the two required signatures appear on such checks) must be given in writing by us, subject to our then-current procedures and fees for such accounts.

(d) **Additional Check Deposit and Endorsement Rules.** Additional rules regarding check deposits apply when making deposits by means of our ReadyDeposit® or Business Banking Mobile App services, as described later in this Agreement.

17. Automated Processing/Check Legends.

Bank has adopted automated collection and payment procedures to process checks and other items. Those procedures rely primarily on information encoded on each item in magnetic ink. Consequently, in paying or taking an item for collection, Bank may disregard information on a check other than the identification of the drawee bank, the amount, and any other appropriate information that appears on the MICR line. Bank may rely on this information whether or not it is consistent with other information on the item.

18. Insufficient Funds.

If we determine that there is not enough money in your Account to pay a check, ACH debit, any ATM or debit card transaction or other item which is not covered by overdraft protection, we may charge a fee against the Account according to our then-current Commercial Banking Fee Schedule(s). We may also charge the overdraft and related fee against any Account(s) you have with us. We have the option of honoring, dishonoring or rejecting an uncollected or non-sufficient funds (“NSF”) check, preauthorized withdrawal, ATM, debit card or any other debit transaction to avoid creation of an overdraft. You would owe us the amount of any overdrafts and related fees incurred whether or not the funds were advanced in conjunction with our discretionary Overdraft Privilege policy. You authorize us to use deposits made to any of your Accounts including deposits of benefit payments such as Social Security payments or Accounts that are part of a sweep Account serviced by a third party to cover any overdrafts and applicable fees. Honoring of past overdrafts does not obligate us to honor them in the future. We are not required to provide prior notice of checks returned or unpaid or rejected transactions, and you agree immediately to deposit sufficient funds to cover any overdraft and applicable service charges. If we sue you to collect any overdraft we may collect the costs and expenses of the suit and reasonable attorneys' fees from you.

19. Overdraft Protection.

Checks written and other debit transactions attempted on insufficient balances or uncollected funds may be rejected and/or returned unpaid except when you have qualified for overdraft protection by designating to us, in advance, another eligible Firsttrust Account or credit line with exactly the same title, for this purpose. If you have overdraft protection it will be activated when the current balance of your Account is less than the amount necessary to cover outstanding check(s) and/or other debit items. The funds necessary to cover such checks and/or debit items presented for payment and any applicable service charge and overdraft protection fee thereon will be transferred to cover the overdrawn amount (in such increments as we determine) from another Firsttrust Account or credit line designated by you, provided sufficient collected funds are maintained in the Account or are available on your credit line to equal the amount required. Overdraft transfer fees may be applicable. These transfers may cause the overdraft Account to fall below the minimum balance required to avoid service charges. Any transfer of

funds to cover an overdraft is not an extension of credit, unless it is drawn from a line of credit which you may have with us. If the Account you designate for overdraft protection is a savings or money market account, there are limitations on the number of transfers that may occur. The funds available in any of your overdraft protection Accounts will be used before any advances are made in accordance with our discretionary Overdraft Privilege policy.

20. Foreign Checks.

Foreign checks are checks issued in a foreign currency and drawn on a foreign bank or financial institution. Foreign checks must be deposited separately and processed for collection under different operating procedures than domestic checks. Business Customer agrees to keep copies of all such checks presented to Bank for collection. Collection of such items may take four to six or more weeks. Business Customer's Account will be credited promptly after Bank receives credit for the item(s). The amount credited to Business Customer's Account when payment is received by Bank will be after deduction of Bank's fees identified in the then-current Commercial Banking Fee Schedule as well as those assessed by others in the process. The exchange rate for the foreign currency conversion to U.S. dollars used will be established at the time we credit the funds to your Account and not at the time the deposit is made. Bank does not have any control over exchange rate or the date or place of the exchange. Bank takes no responsibility for infringement of import/export or currency control restrictions. Business Customer immediately shall reimburse Bank for any overpayment Business Customer receives from Bank. If the payment to Business Customer is subsequently corrected (such as for an overpayment to Business Customer) 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, Business Customer is responsible for any change in the exchange rate between the original transaction and the correction or reversal. Business Customer will also be charged for any fees associated with this reversal or correction transaction.

21. Determination of Account Balance.

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

22. Stop Payment Orders.

If Business Customer does not want Bank to pay a check you have written on any Account, Business Customer may make a request to stop payment if the check has not been paid, accepted or certified. Business Customer must notify Bank during regular business hours and in such a manner as to afford Bank reasonable opportunity to act before the check is paid. (Business Customer may not notify Bank by e-mail without Bank's specific prior written consent.) Bank reserves the right to take up to twenty-four (24) hours to determine whether Bank can act on a stop payment request. If Business Customer notifies Bank through Firsttrust Online Banking, which is also available during non-business hours, any such after-hours request will not be acted upon until the next Business Day. In no event shall Bank be liable if Bank pays the item on the same day Bank receives Business Customer's stop payment request. Bank has no obligation to honor stop payment orders on cashier's checks or other bank official checks or money orders. Bank may, in its sole discretion, attempt to stop payment on a cashier's check or other bank official check or money order, if you certify to our satisfaction that the item has been lost, stolen, or destroyed. You must also furnish any other documents or information we may require, which may include your affidavit attesting to the facts and your indemnification of Bank. Even if Bank agrees to attempt a stop payment on a cashier's check or other bank official check or money order, if the item is presented for payment, Bank may pay it and you will be liable to Bank for that item, unless otherwise required by applicable law.

Stop payment requests may be made by any Authorized Person on the Account on any item drawn on the Account, even if that person's signature is not itself sufficient to sign checks and regardless of whether Business Customer signed the item. A stop payment request may be revoked or released but only by the person who

initiated the stop payment order.

Stop payment requests must include the Account number, exact amount, date, and check number. Business Customer should also tell Bank such other information as Bank shall require, such as the name of the payee and the elements that are captured on the magnetic ink character recognition ("MICR") line. If Business Customer generates checks by computer, or in any other manner which does not produce a MICR-encoded check number meeting Bank's specifications, if any information Business Customer tells Bank is incomplete or incorrect, if Business Customer has issued more than one check with the same check number, or if Bank does not have a reasonable opportunity to act on a stop payment request, then Bank will be unable to guarantee that Business Customer's stop payment request will be honored. Stop payment orders are valid only for a period of 180 days, unless renewed before the expiration of the 180-day period. When the effective period of a stop payment order expires, Bank has no duty to notify Business Customer before Bank pays the item.

If any information Business Customer gives Bank is incomplete or inaccurate, Bank will not be liable for paying the check or other item. Bank will not be liable for mere clerical error, inadvertence, or a reasonable mistake of judgment if Bank makes payment over a stop payment order. Business Customer agrees to reimburse Bank for all resulting expenses and losses if Bank makes such payment and other checks you write are returned unpaid because of insufficient funds. If Bank re-credits Business Customer's Account after the payment of an item over a valid stop payment order, Business Customer agrees to transfer to Bank all rights against the payee or other holder of the check and to assist Bank in any legal action Bank may take against that person. If Business Customer makes or renews a stop payment request, Business Customer agrees to pay Bank's stop payment fee and to reimburse Bank for all costs and expenses Bank incurs, including Bank's attorneys' fees, because of Bank's refusal to pay the check.

If Business Customer has told Bank in advance to make regular ACH payments from Business Customer's Account, Business Customer can place a stop payment on any of these payments by notifying Bank at least three (3) Business Days before the scheduled payment date. If a check Business Customer wrote will be converted to an ACH payment, Business Customer's stop payment request must be received by Bank so that Bank has a reasonable opportunity to act on it before Bank receives the ACH entry to charge the Account.

Business Customer must confirm all oral stop payment requests in writing (which may include via e-mail), within fourteen (14) calendar days after the oral request, to the address provided in this Agreement (or such other address as Bank may provide).

If Business Customer places a stop payment, Business Customer agrees to pay Bank's stop payment fee. In addition, if Business Customer places a stop payment and Bank incurs any damages or expenses because of the stop payment, Business Customer agrees to indemnify Bank for those damages or expenses, including attorneys' fees. Business Customer should be aware that anyone holding the item may be entitled to enforce payment against Business Customer despite the stop payment order.

23. Postdated Checks.

Business Customer must not date a check later than the date Business Customer writes it. If Business Customer does and the check is presented to Bank before its date, Bank may, at Bank's option, either pay the check or dishonor it. Bank will not be liable to Business Customer for charging Business Customer's Account before the indicated date on a properly completed but postdated check.

24. Stale Checks.

Bank may, at its option, either pay or dishonor a check more than six (6) months old without prior notice to Business Customer. This includes all checks, regardless of whether Business Customer is the payor or payee.

25. 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 is not open for transaction processing include:

New Year's Day
Presidents' Day
Independence Day
Columbus Day
Veterans' Day

Thanksgiving Day
Martin Luther King Day
Memorial Day
Labor Day
Christmas Day

26. Eastern Time.

Unless otherwise expressly provided, all times stated in this Agreement are in Eastern Time and will be in either standard or daylight-saving time depending on the dates such times are in effect.

27. After-Hours Deposits.

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

28. Limitations on Withdrawals and Transfers.

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

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

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

29. ACH and Wire Transfers.

Certain transfers of funds are subject to Article 4A of the Uniform Commercial Code - Fund Transfers ("UCC") of the Commonwealth of Pennsylvania. To the extent, from time to time, you may be a party to an Automated Clearing House ("ACH") entry which may be credited or charged to your Account, you agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules as well as such additional terms and conditions as provided in any agreement you signed covering such transactions then in effect for ACH transactions which you have authorized. These rules provide, among other things, that 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 in the UCC. If we credit your Account for an ACH transaction but we do not receive final settlement or payment is not received under applicable law, you will not be considered to have received payment and we are entitled to reimbursement by charging any Account you have with us. The reverse is also true when you send an ACH credit to another party. If we receive an entry to your Account by wire or ACH, we are not required to give you any notice of the payment order or credit, and you agree to waive any right you may have to such notice, to the extent that you may legally waive such right.

30. Use of Bank's Forms.

You may use only checks, deposit slips (including pre-encoded), withdrawal slips and/or any other forms issued or approved by us. To the extent that we require your use of pre-encoded deposit slips, you agree to the use of same, otherwise your Account may be charged a separate handling fee. We reserve the right to reject and/or return any item, document and/or form which does not comply with this requirement. We may also impose a fee.

31. Periodic Statements.

If you have an Account that receives a periodic statement, we will mail statements to the most recent mailing address or e-mail address (as you select) we have for you on our records unless you instruct us otherwise. At our election, we may provide these periodic statements via Firsttrust Online Banking. If any statement is returned to us because of an incorrect address, we may stop sending statements to you. You must exercise the same care in reviewing statements we make available to you via Firsttrust Online Banking or otherwise as if they were mailed. In any event, you agree to provide us with an actual mailing address that we can use to mail official correspondence to you.

Business Customer may receive statements electronically, called eStatements. Please refer to Section IV (Firsttrust Online Banking) of this Agreement for terms and conditions relating to eStatements. Any obligations of Business Customer with respect to statements also shall apply to eStatements.

32. Change of Address.

You must give us written notice immediately of any changes in the address where you want us to send information about your Account(s). This also applies to your e-mail address if you use Firsttrust Online Banking. You must also notify us, in writing, when your telephone number changes, so that we can reach you by telephone. All such notices should be sent to: Firsttrust Bank, Customer Care, 1 Walnut Grove Drive, Horsham, PA 19044 and shall be effective no later than thirty (30) calendar days after we receive such notice(s). We may require you to pay any expenses we incur as a result of not having your current address and telephone number.

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

You must notify us within twenty-four (24) hours after any of your checks, ATM cards, debit cards, Personal Identification Number ("PIN") or any other information, equipment or electronic record that could enable unauthorized access to your Account(s) in any manner have been lost, stolen, destroyed or leave your possession without your authorization or if you have reason to believe that such information may have been otherwise compromised. All oral notices must be confirmed in writing within seven (7) calendar days, addressed to: Firsttrust Bank, Customer Care, 1 Walnut Grove Drive, Horsham, PA 19044. Notwithstanding any such notice to Firsttrust Bank, you may be liable for any loss sustained by us with respect to lost and/or stolen ATM cards and debit cards and/or lost, stolen, or compromised information. We may charge you a fee to replace your ATM card or debit card.

34. Lost/Stolen Certificates.

You should notify us immediately if your certificate of deposit is lost, stolen, destroyed, or leaves your possession without your authorization. Notwithstanding your presentation of the certificate, we may require evidence, indemnity, security, bond or other documents and a waiting period before we permit any withdrawals. As long as we act with ordinary care, any payments to persons presenting your certificate or other requested documentation will be valid payments for which we are not liable. You also agree to reimburse us for any liability or expense we incur as a result of the loss or replacement. We may impose a fee.

35. Payments to Unauthorized Persons.

We are not responsible for any withdrawal or other transaction made by someone impersonating you or claiming to act under your authority if we have not received prior written notice of the loss or theft of your checks, certificate, ATM card, debit card, PIN, of your compromised data, or of your death. You will bear the risk of financial loss. We are also not responsible for any withdrawal or other transaction on your Account if you provided or allowed access to information that would enable unauthorized access to your Account. This includes, but is not limited to use of Account information, means of identification, ATM card or debit card information and/or access using the Internet or other electronic means.

36. Notification of Errors, Unauthorized Signatures, Forgeries, Alterations, and Protection Against Unauthorized Items.

Business Customer should examine statements carefully and reconcile the Account(s) promptly as soon as statements are available to customer. Business Customer agrees that statements and any images of paid checks accompanying the statements shall be deemed "available" to you as of the statement mailing date, or the date on which Account transaction history or electronic statements are available for viewing through Firsttrust Online Banking. Unless you provide notice to Bank in accordance with Section 46 of this Agreement, we will continue to mail statements and other notices to your address as it appears on our records, or we may provide to you electronically, and you will be considered to have received those statements and any other notices sent to you at that address. If there are any discrepancies, Business Customer agrees to notify Bank immediately. Bank will consider the statement correct and be unable to assist Business Customer in recovering loss unless Business Customer notifies Bank in writing at the address indicated on the statement within fourteen (14) calendar days from the date the statement is first made available to Business Customer (except as otherwise provided in any agreements for Positive Pay services). The foregoing fourteen (14) calendar day notice requirement does not apply to ACH debit transactions charged to your Account. Notification requirements for ACH debit transactions are outlined below. This fourteen (14) day limitation applies regardless of whether Bank used ordinary care. Bank will not be liable for any discrepancies or errors that resulted from Business Customer's negligence or failure to comply with the terms of this Agreement. Furthermore, Business Customer shall be liable to Bank for all damages and losses incurred by Bank (including without limitation attorneys' fees and costs) as a result of such failure.

Because Business Customer is in the best position to detect an unauthorized signature, a forged endorsement, material alteration, or other improper transaction, Business Customer should examine the statement carefully and report unauthorized signatures, forgeries, alterations, or other improper transactions to Bank within fourteen (14) calendar days from the date the earliest statement containing those items or a description of those items is first sent or made available to Business Customer. If Business Customer claims a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, Business Customer agrees to cooperate with Bank in the investigation of the loss, including giving Bank an affidavit containing whatever reasonable information Bank requires concerning the Account(s), the transaction, and the circumstances surrounding the loss. Business Customer will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. Bank 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 Business Customer's negligence or failure to cooperate in the collection of such amounts. This applies even if the items were forged or altered so cleverly (as by unauthorized use of a facsimile signature, computer, photocopy machines, or otherwise), that a reasonable person could not detect the unauthorized or forged signature or endorsement or alteration. Bank will have no responsibility for reviewing the number or combination of signatures on a check or other item drawn against Business Customer's Account(s). This means that if Business Customer has indicated that more than one signature is required in connection with a check or other item drawn on the Account, Bank will have no liability to Business Customer if a transaction is conducted on or through the Account contrary to the signature requirements Business Customer has specified, provided at least one of the required signatures appears on the check.

Business Customer understands that if Bank receives an ACH debit entry instructing Bank to charge your Account, that Bank has no relationship with the originator of the ACH debit entry and has no obligation to determine whether such ACH debit is authorized by Business Customer. It is Business Customer's responsibility to frequently review Account activity and notify Bank of any unauthorized ACH debits. Under the NACHA rules, Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the Business Day following the Business Day the Bank posts the entry to your Account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cut-off time. The cut-off time is currently 3:00PM Eastern Time on the Business Day following the Business Day the Bank posts the entry to your Account. If you do not notify us by the cut-off time, Bank will not be able to return the ACH debit without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between Business Customer and the originator of the debit entry. Business Customer agrees to be bound by the NACHA operating rules, including, but not limited to the limited return timeframes imposed by NACHA for unauthorized ACH debits, as well as such additional terms and conditions as provided in any agreement you signed covering such transactions then in effect for ACH transactions.

Business Customer acknowledges that there is a growing risk of loss resulting from the increasing use of unauthorized items including without limitation counterfeit checks, demand drafts, and ACH transactions. Business Customer recognizes that the Account(s) is/are susceptible to losses from such unauthorized items. Business Customer is aware that Bank offers: (a) a service known as “Positive Pay” and that Positive Pay is an effective means for Business Customer to control certain risks arising from unauthorized checks and other items; (b) an “ACH Block” service that provides Business Customer with the option to block all ACH debit entries or all ACH debit and credit entries to the Account; and (c) Firsttrust Online Banking is a Service that provides Business Customer with additional means for Business Customer to monitor Account(s) and the ability for Business Customer to establish security features for Account(s).

37. Setoff and Security Interest.

We have a right to use the money in any of your Accounts or any of your other assets with us or any of our affiliates to pay your debts to us or our affiliates. This is called a right of “setoff.” This section explains our right of setoff.

If you ever owe us or any of our affiliates any money as a borrower, endorser, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Agreement to pay the debt by using the money from any of your Accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) when the debtor’s right of withdrawal from the Account or access to another asset held with us only arises in a representative capacity, (b) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, or (c) to a credit card holder’s indebtedness arising from a consumer credit transaction.

Our right of setoff can arise in several different ways. For example, we have this right of setoff if you fail to maintain sufficient funds in your Account(s) for your transactions or if you otherwise fail to timely pay your debts to us or one of our affiliates. If we do exercise this right of setoff, it will be exercised against your Accounts and assets in the following order of priority to the extent permitted by law: (a) liquid assets in another of your Accounts with us or with any of our affiliates, (b) any matured certificate of deposit awaiting rollover or payment to you, (c) any other certificate of deposit held with us, and (d) any securities in any Account held with us or one of our affiliates.

When we exercise our right of setoff, we may sell and/or transfer any and all of your securities or other property in order to satisfy your obligations. We may do this at any time and without prior notice to you unless required by law.

We may setoff the funds in your Accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the Account or asset owners) having the right of withdrawal in the Accounts or right to the asset, to the extent of such person’s or legal entity’s right to withdraw or obtain the asset. We may use the money from your Accounts to pay the debt even if our withdrawal of the money from your Accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your Account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a certificate of deposit, which has not matured, must be liquidated to cover any overdraft.

In the case of a partnership Account, each partner of the Account agrees that we may use the money in the partnership Account to satisfy any one of their individual obligations to us. Similarly, each partner agrees that we may use the money in his or her individual Accounts to satisfy obligations in the partnership Account. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we setoff, including any balance the due date for which we properly accelerate under the note.

In addition to our right of setoff, you grant us a consensual security interest in your Account. Our rights under this security interest are in addition to our right of setoff and in addition to and apart from any other rights under any other security interest you may have granted to us.

You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any loss arising as a result of our exercise of our right of setoff. You hereby appoint us as your true and lawful

agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement and by applicable law.

38. Credit 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. We may deduct the amount of the credit or excess amount from your Account or any of your Accounts with us without notice to you. We may also use any other legal remedy to recover the credit or excess amount.

39. Attachment, Garnishment, and Levy.

Any attachment, garnishment or levy against your Account is subject to our right of setoff and security interest. If we receive an attachment, garnishment, levy or any other legal process we believe is valid that applies to your Account, we may refuse to allow any withdrawals until the attachment, garnishment, levy or other legal process is satisfied. We may pay the amount demanded to the sheriff, tax authority, court or other legal authority without notifying any party to the Account. We may take these actions even if the attachment, garnishment, levy or legal process affects only one owner of a joint account or an individual partner or shareholder. We are not liable to you, for such use, even if our holding or paying the money to the third party leaves insufficient funds to cover outstanding checks or other items presented for payment. Any expenses we incur as a result of an attachment, garnishment, levy or other legal process are chargeable to you, and we may setoff such expenses, and the applicable fee set forth in any Commercial Banking Fee Schedule(s), from any Account(s) you have with us. You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to any attachment, garnishment, levy or other legal process. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting the amount from you.

40. Use of Third Party and Vendor Services.

Business Customer acknowledges that Bank may use the services of third parties and/or vendors with respect to the performances of Bank's obligations in the handling of Business Customer's Commercial Account(s) and Services without any prior notice to Business Customer and no such person shall be deemed Bank's agent. **If any claims or demands arise or result from the act or omissions to act of such third party or vendor, Business Customer agrees to proceed directly against such third party or vendor and release Bank from any such claim or demand including without limitation loss or damage from any wrongful dishonor from such third party's/vendor's acts or omissions.**

41. Courier Bag Retrieval and Delivery.

You may elect to have a courier, courier designee or other third party deliver your deposit to Bank. You have authorized this third party to act as an agent for you and we are not responsible for determining the authority of such person or any other person purporting to be your agent. You agree that the Bank's verification of the delivery or the amount shall be controlling notwithstanding any conflicting record, receipt, or delivery acknowledgment. If any claims or demands arise or result from your third-party agent, you agree to indemnify and hold Bank harmless from and against such claims or demands.

42. Refusal of Deposit, Termination of Account, Termination of Type of Account.

Bank reserves the right in its sole discretion to do any or all the following from time to time: refuse to open any account; refuse, limit or return any deposit(s); close any Account; and/or refuse to pay any item drawn on the Account, except to close the Account. Bank also reserves the right, in its sole discretion and with appropriate notice as defined in the Amendment and/or Termination section, to do any or all of the following from time to time: impose minimum and/or maximum permissible Account balances; create, eliminate, modify and/or amend any type of account or service offered and/or limit or discontinue the practice of permitting withdrawals from Business Customer's Account(s) or any type of account(s).

43. Amendment and/or Termination of Services.

Bank may change the terms of this Agreement or any Attachment, Schedule, Exhibit or Addendum thereto at any time, including changes to Services. We will notify you of the changes as we decide in our sole discretion or as required by law. Your use of Firsttrust Bank's Services after the effective date of the change will constitute your acceptance of and agreement to the change, and shall further constitute your reaffirmation of this Agreement as so modified. Business Customer, however, may not amend or change the terms of this Agreement at any time. This Agreement may not be amended, modified, supplemented, or terminated orally. We may waive the enforcement of any term of this Agreement or any transaction(s) hereunder. Any waiver will not affect our right to enforce any terms with respect to other customers or with respect to later transaction(s) with Business Customer. Any waiver will not modify this Agreement.

We have the right to revoke or refuse access to or terminate any or all Services at any time, without cause or notice. We may also refuse to make payment to any payee without cause or notice and shall not be liable as provided above for any loss or damage from any such subsequent wrongful dishonor. If any Services are terminated, you understand that any scheduled payments and other transactions may not be made as scheduled and Bank shall not be liable, as provided above, for any loss or damage as a result of same.

You have the right to terminate any Service(s). You may provide us with written notice requesting termination of Service(s); such notice must be at least thirty (30) days prior to your requested termination date unless the provisions for any Service provides or permits otherwise. Your access to the Service(s) will be terminated on either the date you terminate the Service(s) or, if applicable, the requested termination date or the Business Day immediately preceding the requested termination date if that date is not a Business Day.

Whether termination is initiated by you or us, you are responsible for all transactions that occur on or prior to the actual termination date, including but not limited to the return of any item or transaction allowed by law or regulation (which may occur after the termination date) and for any fees, charges and penalties related thereto.

44. Closing the Account.

Bank may close the Account(s) at any time and for any reason by mailing or delivering notice of termination or a check for the Account balance to the address of the Account in Bank's records. Bank may close the Account on the same day it mails or delivers the notice. Notice from Bank to any one signer on the Account is notice to all on the Account. Business Customer may close its Account by giving Bank fourteen (14) calendar days' written notice and by no longer using the Account after the date of such notice. Termination will not release Business Customer from any fees or obligations incurred before termination or liability for outstanding checks or other transactions in process (including but not limited to returns of ACH debit entries originated by you) and will not affect Business Customer's obligations under this Agreement, even if Bank allows any transactions to be completed after the Account is closed.

Bank will pay Business Customer the balance in the closed Account, less any applicable debt items, premature withdrawal penalties, service charges, setoffs, and other amounts Business Customer owes Bank. If at the time of closure, we credited your Account for an ACH transaction but have not either (a) received final settlement or payment is not received under applicable law, or (b) such ACH transaction remains subject to return (for example if you originated a debit entry to a consumer account, such consumer has up to sixty (60) days to return such item as unauthorized) Bank may reserve such amounts until settlement or payment has occurred or such period for returns has expired and upon receipt of payment or expiration of the applicable return period the Bank will mail a check to the address of the Account in the Bank's records. If an interest-bearing account is closed before interest is credited, Bank is not obligated to pay interest that has accrued but has not been credited.

45. Dormant Accounts.

If you have not initiated any activity on any of your savings Account(s) for two (2) years or on any of your checking Account(s) for one (1) year and we have not received anything from you concerning your Account during that time, we may consider the Account dormant. The rate of interest paid on interest-bearing dormant accounts may be a variable rate determined by us in our sole discretion and is subject to change without limit and without notice.

Dormant accounts will be subject to service fees according to our Commercial Banking Fee Schedule(s). Funds held in a dormant account may be turned over (escheated) to the appropriate government entity under applicable state law.

46. Notices.

Except as noted below, any notice to be given under this Agreement to Bank shall be given in writing and sent via hand delivery, certified mail, return receipt requested or guaranteed overnight delivery service to the Bank at the address set forth below. Any notice to be given to Business Customer shall be given in writing at the address or e-mail address provided by Business Customer to Bank. Either party may designate an alternate address by written notice to the other. Business Customer must give Bank notice immediately of any changes in the address or e-mail address where Business Customer wants Bank to send information about the Account(s). Business Customer also must notify Bank in writing when Business Customer's telephone number changes. Bank may charge Business Customer for any expenses incurred by Bank as a result of not having Business Customer's most current mailing address, e-mail address, and/or telephone number. Bank shall have no liability for failure to provide notice to Business Customer where such failure results from Business Customer's failure to provide updated address, e-mail, or telephone information. Notice provided by Bank to any one signer or Authorized Person on the Account is notice to all signers or Authorized Persons on the Account.

If to Bank:
Firsttrust Bank
ATTN: Customer Care
1 Walnut Grove Drive
Horsham, PA 19044-2201

If you believe that an unauthorized withdrawal from your Account has occurred or if any element of the security of access to your Account information (i.e. a PIN or Password) has been compromised, you must contact us immediately by calling Customer Care at 800-220-BANK. Upon such notification, you may be temporarily denied access to the Services while we secure the Account, investigate the compromise and remedy any harm or potential harm; provided, however, that nothing herein shall be construed as an admission of fault or liability on our part solely because of the possibility of our attempting to remedy harm or potential harm.

47. Waiver of Presentment, Dishonor, Nonpayment.

If another institution refuses to pay a check (called "dishonor" or "non-payment"), which Business Customer deposited or cashed, Bank may put the check through for collection again. Bank will not always give Business Customer notice that the check was dishonored or not paid before Bank puts the check through again for collection. **This means that in this instance, Business Customer is "waiving" its right to "notice of dishonor" or "notice of nonpayment."** Business Customer agrees that Bank may delay putting a check through for collection that Business Customer has deposited to Business Customer's Account. **This means that Business Customer is "waiving" its right to have Bank begin the process of "presenting" the check by the next Business Day.**

48. Other Waivers of Business Customer.

Waiver of Jury Trial/Arbitration of Disputes. **YOU WAIVE YOUR RIGHT TO JURY TRIAL IN CONNECTION WITH LITIGATION RELATING TO YOUR ACCOUNT OR ANY SERVICES OFFERED OR PROVIDED TO YOU IN CONNECTION WITH YOUR ACCOUNT. IF EITHER YOU OR WE HAVE ANY DISPUTE, CLAIM OR CONTROVERSY CONCERNING (I) YOUR ACCOUNT, (II) THE EVENTS LEADING UP TO YOUR BECOMING AN ACCOUNT HOLDER OR THE PROVISION OF ANY SERVICES, (III) THIS ACCOUNT AGREEMENT INCLUDING ANY ADDENDUMS, ATTACHMENTS, RIDERS, SCHEDULES OR ANY OTHER AGREEMENT OR OTHER DOCUMENT APPLICABLE TO ANY SERVICES PROVIDED, (IV) ANY PRIOR ACCOUNT OR AGREEMENT RELATING TO SUCH ACCOUNT, (V) YOUR AGREEMENT TO ARBITRATE DISPUTES, (VI) YOUR AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS BELOW, (VII) EXERCISE BY US OF OUR SELF-HELP RIGHTS OF SETOFF AND/OR REPOSSESSION, (VIII) ALLEGATIONS OF WRONGFUL ACTS OF EVERY TYPE (WHETHER INTENTIONAL, FRAUDULENT, OR JUST NEGLIGENT), OR (IX) OTHERWISE, IN EACH INSTANCE WHETHER UNDER THE COMMON LAW OR PURSUANT TO FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR ORDINANCE, IT SHALL BE RESOLVED BY**

BINDING INDIVIDUAL (AND NOT JOINT) ARBITRATION BY AND UNDER THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) OR A SIMILAR ORGANIZATION IN BANK’S SOLE DISCRETION IN EFFECT AT THE TIME THE CLAIM IS FILED. THIS AGREEMENT TO ARBITRATE ALL DISPUTES SHALL APPLY NO MATTER BY WHOM OR AGAINST WHOM THE CLAIM IS FILED. THIS APPLIES TO CLAIMS THAT ARISE PRIOR TO, ON, OR AFTER THE OPENING OF YOUR ACCOUNT OR THE PROVISION OF ANY SERVICES, THE CLOSING OF YOUR ACCOUNT, OR IF YOU BECOME BANKRUPT OR INSOLVENT OR A BANKRUPTCY OR INSOLVENCY PROCEEDING PERTAINING TO YOU IS COMMENCED (TO THE EXTENT CONSISTENT WITH APPLICABLE BANKRUPTCY LAW). THIS AGREEMENT TO ARBITRATE ALL DISPUTES SHALL APPLY TO ALL CLAIMS AGAINST US, OUR PARENT COMPANY, ANY COMPANY OWNED OR CONTROLLED BY US OR OUR PARENT COMPANY, OUR EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS AND ASSIGNS AND NO MATTER BY WHOM OR AGAINST WHOM THE CLAIM IS FILED. RULES AND FORMS OF THE AAA MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY OFFICE, ON THE WORLD WIDE WEB AT WWW.ADR.ORG, BY TELEPHONE AT 215-732-5260, OR AT “AMERICAN ARBITRATION ASSOCIATION, 230 SOUTH BROAD STREET, PHILADELPHIA, PENNSYLVANIA 19102.” ANY ARBITRATOR SELECTED IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AAA THAT MAINTAINS A POLICY THAT REFUSES TO ENFORCE ANY PART OF THESE ARBITRATION PROVISIONS IS NOT ELIGIBLE TO BE AN ARBITRATOR FOR SUCH DISPUTES. WE SHALL EACH BEAR OUR OWN SEPARATE COSTS AND EXPENSES OF THE ARBITRATION. THE ARBITRATOR WILL AWARD THE FILING AND ARBITRATOR FEES TO THE PREVAILING PARTY. ANY ARBITRATION HEARING, IF ONE IS HELD, WILL TAKE PLACE AT A LOCATION IN MONTGOMERY COUNTY, PA. THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE. ANY ARBITRATION PROCEEDING INITIATED PRIOR TO JULY 1, 2019 SHALL BE GOVERNED BY THE PENNSYLVANIA UNIFORM ARBITRATION ACT, 42 P.A.C.S. §§ 7301-7302, AND ANY ARBITRATION PROCEEDING INITIATED ON OR AFTER JULY 1, 2019 SHALL BE GOVERNED BY THE PENNSYLVANIA REVISED STATUTORY ARBITRATION ACT, 42 P.A.C.S. §§ 7321.1-7321.31, AS MAY BE AMENDED FROM TIME TO TIME. JUDGMENT UPON THE AWARD MAY BE ENTERED BY ANY PARTY IN ANY COURT HAVING JURISDICTION. ARBITRATOR SHALL BE REQUIRED TO RENDER NOT ONLY A DECISION BUT MUST ALSO RENDER AN OPINION IN CLAIM AMOUNTS IN EXCESS OF \$100,000. YOU FURTHER AGREE THAT THIS AGREEMENT TO ARBITRATE DISPUTES DOES NOT GOVERN OUR RIGHTS TO BRING A LAWSUIT TO COLLECT AN OVERDRAFT OR OTHER DEBT YOU OWE US. ADDITIONALLY, WE MAY RECOVER FROM YOU ATTORNEYS’ FEES WE INCUR IN COLLECTING ANY OVERDRAFT OR OTHER DEBT YOU OWE, OR IN CONNECTION WITH ANY OTHER ACCOUNT LITIGATION WHERE OUR INTEREST IS ADVERSE TO YOURS. THE BRINGING OF SUCH A LAWSUIT SHALL NOT CONSTITUTE A WAIVER BY US OF THE RIGHT TO COMPEL ARBITRATION REGARDING ANY OTHER DISPUTE OR CONTROVERSY SUBJECT TO ARBITRATION, INCLUDING THE FILING BY YOU OF A COUNTERCLAIM IN SUCH A LAWSUIT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE ARBITRATION PROVISION AND THE RULES AND PROCEDURES OF THE AAA, THIS ARBITRATION PROVISION SHALL GOVERN. NOTICE: YOU OR WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

THIS SECTION SHALL SURVIVE THE CLOSURE OF ALL ACCOUNTS OF BUSINESS CUSTOMER AND TERMINATION OF THIS AGREEMENT.

Agreement Not to Bring, Join, or Participate in Class Actions. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY YOU MAY HAVE AGAINST US, OUR EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS, AND/OR ASSIGNS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AND US AS PARTICIPANT IN THE SUIT. YOU AGREE TO PAY THE ATTORNEY’S FEES AND COURT COSTS WE INCUR IN SEEKING SUCH RELIEF. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AND NOT AS A CLASS ACTION IN BINDING ARBITRATION AS PROVIDED ABOVE.

49. Interpretation; Supremacy Provision.

By opening an Account with Bank, Business Customer agrees that Bank's interpretation of this Agreement, the signature card, disclosures, Commercial Banking Fee Schedule(s) and other documents which are a part of this Agreement regarding their meaning, application and enforcement shall be final and binding, including all provisions, if any, contained in any rules and regulations which have been adopted by Bank from time to time.

In the event of any discrepancy or inconsistency between this Agreement and the Firsttrust Treasury Management Services Agreement, the document and provision that is most beneficial to Bank shall prevail. In the event of an ambiguity, such interpretation of the term, condition and/or provision of this Agreement which is most favorable to Bank shall prevail.

50. Responsibility for Loss.

Provided that we administer your Account according to the signature card, the Agreement then in effect, other documents governing your Accounts, and any other applicable terms and conditions, you agree that you and anyone who succeeds to your rights to the Account or a legal representative will not hold us responsible for losses, damages, and legal and other expenses that arise from the use of the Account and will reimburse us for all our losses, damages, and legal and other expenses that arise from the use of the Account.

51. Death or Incapacity; Dissolution.

Bank may pay checks after the death or incapacity of any signer or Authorized Person on the Account(s) and after the dissolution of Business Customer. None of these events revokes Bank's authority to accept, pay or collect items until Bank knows of the fact of death, incapacity (as adjudicated by a court of competent jurisdiction as determined in Bank's sole discretion), or dissolution and has a reasonable opportunity to act. Even if Bank has knowledge of the death of a signer or Authorized Person, Bank may, for fourteen (14) calendar days after the date of death, pay checks drawn before death unless ordered to stop payment by signer's or Authorized Person's legal representative or other person having a legal interest in the Account. To the extent you establish an Account(s) on behalf of a Legal Entity wherein you are the only Authorized Person or no Authorized Persons remain to transact business on such Account(s) you authorize Bank to act in accordance with the instructions provided by the legal representative(s) of your estate or other person that has a legal interest in such Account(s) including closing such Account(s) and distributing the Account(s) proceeds to your personal estate.

52. Account Analysis.

For certain commercial checking Accounts we may compute the service charges on an account analysis basis. Based upon the amount of the collected balance of such commercial checking Account, each statement month we will apply an earnings credit to offset the service charges on your Account for that statement month. At our option, we may combine the collected balances in any or all of your non-interest bearing Accounts to determine the credit amount. We may set and change the method for determining the earnings credit in our sole discretion. The amount of any earnings credit in excess of service charges may not be carried forward to the next month. If the amount of your earnings credit is less than the amount of the service charges on your commercial checking Account for the statement month, we will offset your service charges by the amount of the earnings credit. The difference will be the amount of service charges which you will owe us on your commercial checking Account for that month. This service charge will be charged to your commercial checking Account or other Account(s) with sufficient balances.

For regulatory accounting purposes only, your checking Account may be divided into two subaccounts, a checking subaccount and a savings subaccount. All savings subaccounts will earn the same Annual Percentage Yield as your checking Account, if any, and be subject to all account rules governing our other savings accounts. Balances in the subaccounts 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. Because these subaccounts are only for regulatory accounting purposes, you cannot directly access them. Periodically, the Bank may make adjustments to the balances of the subaccounts depending upon the change in the balance of the combined Account. This regulatory accounting process using subaccounts in no way impacts your experience with your checking Account. In fact, these subaccounts will be invisible to you.

53. Back-Up Withholding.

(a) **Imposition of Back-Up Withholding.** At the time you open your Account, you will provide us with a tax identification number ("TIN"), which you certify as correct under penalty of perjury. In accordance with prevailing law, we will use that number to report any interest earned 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 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 withhold 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.

(b) **Notification of Incorrect TIN.** We will send you a notice if we are notified by the IRS that your TIN is incorrect. You will then have a period of time as provided by law to provide your current name 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.

54. Indemnification.

Except for our own gross negligence or willful misconduct, you agree to indemnify and hold Bank and its directors, officers, employees, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their reasonable attorneys' fees and legal expenses) arising out of or in any way connected with your performance under this Agreement. We may refuse to follow any instructions from you which we believe may expose us to liability. If we take any action with respect to your Account in accordance with your oral or written instructions and we incur any loss, liability, damages, 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, or damage and to reimburse us for such cost or expense. We may deduct any such loss, damage, cost or expenses from your Account or any of your Accounts without notice to you. **You agree that this indemnification will survive the termination of this Agreement.**

55. Use of Information about You and Your Account for Marketing and Credit Purposes.

You agree that we may periodically advise you of new products and services and other promotional offers we believe may benefit you. You agree to accept our contacts by telephone, e-mail, text message and facsimile. We may also periodically use or furnish to third parties information about you or your Account(s) at any time up to one (1) year after the calendar year in which such Account is closed, subject to applicable law. Current law permits us to share information about our experiences or transactions with you or your Account between companies related to us by common control or ownership, i.e. "affiliates". We do not share information about our customers with other unrelated companies except in order to conduct our business, comply with applicable law, protect against fraud, or make available special offers of products and services that we feel may be of interest to our customers or as may otherwise be permitted under applicable law. By entering into an account relationship with us, you agree to this use and disclosure of such information. Please be aware that even if you write and ask us not to share information about you or your Account, we are still permitted to share such information especially but not limited to our credit experiences with you. You further authorize us to tell payees of items drawn against your Account whether sufficient funds are available to pay the items.

56. Additional Disclosure of Information.

You authorize us to release information from our records regarding you, your Accounts, and/or your transactions: when it is necessary to complete transactions; to investigate or resolve a problem related to a transaction or payment; to verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant; to comply with subpoenas or court orders; to comply with government or administrative agency summonses, subpoenas or orders, examinations and escheat reports; as well as to provide information to account information services and to provide information to our service providers. We may also provide information to regulatory authorities and law enforcement officials in accordance with applicable law. The information we provide in response to government requests may include details about wire transfers you sent or received. We may release information in connection with fraud prevention or an investigation. We also may release information

to our affiliates. We may release information in connection with a closed Account, if we reasonably believe you have mishandled it, or in response to subpoenas or court orders, government or administrative agency summonses, subpoenas or orders, examinations, or to regulatory authorities and law enforcement officials in accordance with applicable law. You may also give us written permission to disclose information on your Account to any other person you may designate, subject nevertheless to any applicable service charge in connection therewith.

57. Applicable Laws; Venue.

Your Account(s) is/are subject to both state and Federal laws, including the applicable state Uniform Commercial Code, the rules and regulations of the Consumer Financial Protection Bureau (as they apply to commercial accounts), the Federal Reserve Board and operating circulars of the Federal Reserve Banks, the regulations of the Federal Deposit Insurance Corporation and all other applicable state and Federal laws and regulations. Except as otherwise required by law or expressly provided under this Agreement, your Account(s) will be governed by the law of either (a) the commonwealth or state in which your Account(s) is/are maintained or (b) if you opened your Account(s) by mail or over the Internet, the Commonwealth of Pennsylvania, regardless of the state of your residence or the Bank Branch where you conduct business with us. All Internet transactions are considered to be performed in the Commonwealth of Pennsylvania. Your Account(s) is/are also subject to our Articles of Incorporation and by-laws, as they have been and may be amended from time to time. The laws of the commonwealth or state governing your Account will govern any legal proceeding arising with respect to any Services offered by us without regard to conflicts of law principles. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. Except as provided in the section entitled Waiver of Jury Trial/Arbitration of Disputes, with respect to any dispute concerning this Agreement, each party agrees to submit to the exclusive jurisdiction of the federal and state courts of the commonwealth or state whose law governs your Account without regard to conflicts of law principles and venue shall lie in the same commonwealth or state, exclusive of any other commonwealth or state.

You agree to use your Account(s) with us and any other Services provided in connection with your Account(s) for lawful business purposes only. You also agree that you will not use your Account or any other services provided in connection with your Account for receiving deposits or other credits of any kind relating to the operation of an Internet gambling business in violation of Federal Reserve GG and the Unlawful Internet Gambling Enforcement Act of 2006.

58. Non-Assignment.

The Business Customer may not assign the Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent. The Bank may assign this Agreement or any of the Bank's rights or duties at any time, without your consent, and the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Bank, whether by merger, consolidation or otherwise.

59. No Third Parties Permitted.

This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank hereunder. You shall not give your Account number(s), password(s), passcode(s), username(s), user log-in(s), card(s), PIN(s) or any other identification mechanism or personal information (collectively "Identification Codes" and/or "Passwords") which can be used to access the Account(s) to any unauthorized person. You agree to take all reasonable precautions to keep any unauthorized person from learning such information, and you agree that Bank will not be responsible for any of your losses or damages resulting from any withdrawals or other transactions that result. If you provide such information to someone, you authorize Bank to pay any resulting items presented to Bank.

60. Entire Agreement.

This Agreement, together with any Attachments (including Exhibits, Schedules and Addenda thereto) or available overdraft protection commitment or line of credit agreements including any disclosures applicable to laws and regulations governing such agreements and any Commercial Banking Fee Schedule(s) are the complete and exclusive statement of the agreement between Bank and the Business Customer with respect to the subject matter hereof and supersedes any prior oral or written statements or agreement(s) between Bank and the Business Customer with respect to such subject matter. The following Paragraphs of this Section I of this Agreement shall

survive the closing of the Account and/or termination of this Agreement: 1, 3, 7, 9, 10, 12, 14, 18, 22, 32, 35 to 39, 40, 41, 43 to 46, 48 to 51, 53 to 63, and 66 to 73. In the event performance of the Services provided in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, guidance, or government policy to which Bank is subject and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, guidance, or policy, and Bank shall incur no liability to you as a result of such violation or amendment.

61. Waiver.

No failure or delay by Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise of any other right, power or privilege hereunder.

62. Headings.

Headings to sections of this Agreement or any Schedules, Addendums and Attachments are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.

63. Monitoring and Recording Telephone Calls.

We may monitor or record telephone calls for security reasons 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.

64. Financial Statement.

If requested by Bank, Business Customer will provide Bank with one copy of Business Customer's annual report (financial statement) and/or tax returns.

65. Insurance Coverage.

During the full term of this Agreement (including any Attachments, Addendum and Schedules thereto) and any extensions or renewals thereof, you agree to cover the contractual liabilities assumed under this Agreement with fidelity and errors and omissions insurance coverage in an amount reasonably satisfactory to us. This is to cover (at a minimum) losses due to the action or inaction by any person, authorized or not, who had access to your computer systems and/or Passwords. Bank shall be named as an additional insured on such policies. A certificate of insurance shall be furnished to the Bank's insurance coordinator upon request.

The insurance policies requested regarding the above coverage may not contain any material exclusions or deductibles. The insurance companies shall have received a current rating of A VIII or better by A. M. Best.

66. Records.

Neither the Services nor any related user guide provided by Bank will relieve you of any obligation imposed by law, regulation, rule, or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices customarily followed by businesses similar to yours. Business Customer assumes entire responsibility for the accuracy and authenticity of any and all records, files, and reports in whatever form or method of delivery, and Bank shall be held harmless against all claims resulting from Bank's reliance on such records, files, and reports furnished to Bank. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, submission, file, entry, or other order affecting any Commercial Account you have with us until fifteen (15) calendar days after we receive such deposit, transmission, submission, file, entry, or other order.

67. Use of the Identification Codes and Passwords; Facsimile or Stamped Signatures.

Any Identification Code(s) and Password(s) provided for access to Services on your Commercial Account(s) act as the signature of the owner of the Commercial Account. The Identification Code(s) and Password(s) identify the user of Services as an individual who is authorized to conduct transactions regarding the Account(s) and validate the directions given just as the actual signature and other proof of identity validates the directions of the Commercial Account owner. You will be required by us to change the Password after the initial log-in to the Services and you agree to establish a unique identification code and Password for each Authorized Person according to prudent

procedures and to develop adequate internal procedures to prevent disclosure of such identification to other persons and the unauthorized use of the Services.

Your Identification Code(s) and Password(s) are personal and confidential to the signatories and/or Authorized Persons of the Services on the Commercial Account. The use of the Identification Code(s) and Password(s) with the Services is a security method by which we are helping you to maintain the security of your Commercial Account. You are responsible for the unauthorized use and/or misuse of the Services by any person. You agree that the use of Identification Code(s) and Password(s) is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer, or other transaction relating to any Account of yours delivered to us via computer. Bank is not responsible for any breach of security caused by your failure to maintain confidentiality of your Identification Codes and Passwords and to delete access to personnel who are no longer Authorized Persons. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR IDENTIFICATION CODES AND PASSWORDS. You agree to immediately change your Password and notify Bank using the contact information in the Notices section of this Agreement in the event of loss or theft of your Identification Codes and Passwords, or if you believe the confidentiality of the Identification Code(s) and/or Password(s) has been compromised in any way, or in the event you learn about a possible or actual use of the Services by an individual who is not an Authorized Person. Bank will have a reasonable period of time after receipt of such notice to act on it. Bank hereby reserves the right to revoke your Identification Codes and Passwords at any time, and without prior notice to you or any Authorized Person, in the event Bank believes that there is a threat to the security of the Services or any proprietary and/or confidential Bank information. You also hereby agree not to attempt, in any way, to manipulate, change or alter the Services.

All uses of the Services through Identification Codes and Passwords will be deemed to be authorized by and binding on the Business Customer. Business Customer assumes the entire risk for unauthorized use of Identification Codes and Passwords and any unencrypted electronic transmissions. We assume no responsibility to discover or report to you any possible breach of security or unauthorized disclosure of your Identification Code(s) or Password(s).

Bank shall be entitled to rely on any facsimile notice or other written communication believed by us in good faith to be genuine and to have been signed by an Authorized Person, and any such communication shall be deemed to have been signed by such person. We may rely on the actions and instructions received from an Authorized Person until we receive actual written notice of revocation of such Authorized Person's authority and have a reasonable opportunity to act on such notice. We may, at our sole option (but not obligation) verify instructions by calling you at the telephone number(s) provided to us.

You shall employ commercially reasonable measures regarding transactions processed over the Internet to:

- (a) Provide fraudulent transaction detection systems and/or processes to screen the entries in order to minimize the risk of fraud related to transactions initiated by phone or Internet; and
- (b) Verify that routing numbers are valid; and
- (c) Establish a secure Internet session with each respective party prior to the key entry by the receiver of any banking information; and
- (d) Use commercially reasonable security technology providing a level of security, that at a minimum, is equivalent to the technology used by the majority of similar businesses (such technology includes by way of example and not limitation, virus scans, malware protection, ransomware protection, fire walls, encryption); and
- (e) Conduct an annual security audit.

If any check, withdrawal slip, or other form used pertaining to your Account includes one or more facsimile or stamped signatures, we may pay such check or other items or rely on any other document if it bears or purports to bear a facsimile or stamped signature which resembles the signature specimen on Bank's records, regardless of how the facsimile or stamped signature came to be placed on the item. Bank may pay such items even if the facsimile or stamped signature was placed on the item without Business Customer's authority and regardless of to whom such items are paid or drawn. Bank shall not be liable, and you assume all liability, for any use, misuse, and/or reproduction of a facsimile or stamped signature device, including without limitation, signature stamps or plates, computer technology, or signatures produced by digital or other electronic means. Therefore, Business

Customer agrees to maintain close control over such devices and promptly review your statements and cancelled checks to detect unauthorized use of such devices. You agree to notify Bank promptly if any such signature device or computer technology is compromised. If you use a signature device or computer technology to sign checks, you will deliver a sample to Bank before its first use.

68. Excusable Nonperformance.

The obligation of Bank hereunder shall be suspended to the extent Bank is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), war, acts of God, fires, storms, accidents, terrorism, equipment failures, governmental regulations, failure in processing systems, interruption of transmission or communication facilities, or any other cause whatsoever including operator error. In addition, Bank shall be excused from failing to transmit or any delay in transmitting an entry if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or otherwise be in violation of any provision of any present or future risk control program of the Federal Reserve, the FDIC or the ACH Credit Policy established by Bank from time to time, or any rule or regulation of any other U.S. Governmental regulatory authority.

69. Warranties of Business Customer.

YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE COMMERCIAL ACCOUNTS THAT ARE OR WILL BE SUBJECT TO TRANSACTIONS PURSUANT TO THIS AGREEMENT HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES. You understand and agree that the Services may be used only for business purposes and that transactions hereunder are not governed by the Electronic Funds Transfer Act or Federal Reserve Board Regulation E, unless otherwise specified in this Agreement.

You also represent and warrant to us:

- (a) That all applicable requirements of the authorization executed by any other party (i.e. customer of Business Customer) have been complied with by the Business Customer;
- (b) That the Business Customer shall perform its obligations under this Agreement and those for related Services in accordance with all applicable laws, regulations and Rules;
- (c) That any and all transfers and commingling of funds required or permitted by any Service, and all other aspects of your and our performance of the Services, have been duly authorized by all necessary parties, including, without limitation, the owner of each Account, and that you have obtained, and shall maintain in your regular business records and make available to us upon reasonable demand for a period of **seven (7) years** after the termination of any Service, adequate documentary evidence of such authorization from the owner of each Account, executed by the duly authorized officer(s) of each such owner in accordance with that owner's organizational requirements.

You further acknowledge and assure us that each transfer or commingling of funds required or permitted by any Service is not in violation of any of your or your subsidiaries' or affiliates' internal requirements, nor in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority. With respect to the accounts of more than one business entity linked together, the obligations of each such business entity under or resulting from this Agreement are joint and several.

70. Hold Harmless.

Business Customer agrees to indemnify and hold harmless Bank and its directors, officers, employees and agents from any and all liabilities, claims, demands, losses, damages and expenses (including without limitation costs and expenses of litigation and reasonable attorneys' fees) arising out of or related in any way to Bank's performance of any act, obligation, or omission called for in this Agreement, including but not limited to any and all liabilities, claims, demands, losses, penalties, damages including direct, indirect, special or consequential losses or punitive damages, or expenses raised by way of defense, dispute, offset or counterclaim, or based upon the ground that the debiting of any debit entry to the respective Business Customer's Account resulted directly or indirectly in the return of one or more items or entries of such party for drawing on insufficient or uncollected funds or resulting directly or indirectly from any actual or alleged failure to credit an Account either in the amount or at the time required by the Business Customer's arrangement with such party with respect to such credit entry or from return of one or more

items or entries of such party for drawing on insufficient or uncollected funds, and also including, but not limited to claims, damages, penalties, or liabilities including direct, indirect, special or consequential losses or punitive damages, arising out of:

- (a) Any errors in the initiation of entries caused by Business Customer;
- (b) Any breach by Business Customer of any or all of your warranties under the Warranties of Business Customer section of this Agreement;
- (c) Any failure by you to comply with this Agreement or any Attachment, Addendum or Schedule thereto;
- (d) Any claim by a third-party payor or employer, including any agency or department of the United States Government or the United States Postal Service, or any employee thereof;
- (e) Any compromise of Business Customer's information and systems, disruption of service or the processing of unauthorized transactions caused by Business Customer's use of a wireless network, disruption of service, or processing of unauthorized transactions caused by Business Customer mishandling or loss of credentials; or
- (f) Any failure by you to comply with the NACHA Rules, including without limitation any failure by you to perform any or all of your obligations under the NACHA Rules or any action or omission by you in violation of the NACHA Rules and/or the rules and regulations of Bank with respect to such Account(s).

Bank may refuse to follow instructions from Business Customer which Bank believes may expose it to liability. You agree that this section shall survive the termination of this Agreement and the closure of all Commercial Account(s) of Business Customer.

71. Liability of Business Customer.

Each signer and Authorized Person agrees to be jointly and severally liable for any Account shortage whether caused by such individual or another with access to the Account. Such individual(s) is/are liable regardless of whether such individual signed an item, knew about it or benefited from a charge or overdraft. This liability is due immediately, and we can deduct it directly from the balance of any Account Business Customer has with us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This liability includes our costs of collection including, to the extent permitted by law, our reasonable attorneys' fees.

72. Exclusion of Bank Warranties.

THE PARTIES COVENANT AND AGREE THAT BANK MAKES NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED, ORAL OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN.

Bank makes no representation, endorsement, or warranty that information, names, images, pictures, logos, icons, documents, and materials (the "Contents") in any Service are accurate or suitable for any particular purpose. THE SERVICES AND THEIR CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICES AND THEIR CONTENTS IS AT YOUR SOLE RISK. THE SERVICES AND THEIR CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED. AS NOTED BELOW, BANK ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

73. Limitation of Bank's Liability.

Business Customer agrees to preserve and maintain any and all Login IDs, Passwords, PINs, debit cards, checks, Equipment, and all other sensitive information and items in a secure place. Business Customer shall place restrictions on access to Services and use thereof so as to prevent unauthorized transactions from occurring. You agree to notify us at once (using the contact information in the Notices section of this Agreement) if you believe any

Identification Code and/or Password has been lost, stolen, or became accessible to unauthorized persons, if money is missing from your Accounts, or if there has been an over deposit into your Accounts. You agree to cooperate with us in the investigation of any claim or dispute with respect to the validity of any debit or credit made to your Account by us and provide us with information and documentation as may be necessary in order to assist us in resolving such claim or dispute with you. In no event shall you involve Bank in resolving any claim or dispute you may have with any third party.

YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE SERVICES, YOUR EQUIPMENT AND ANY TRANSACTIONS CONDUCTED USING BANK SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR THE BUSINESS CUSTOMER'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR SUBMITTAL, OR DUE AUTHORIZATION OF ANY ENTRY RECEIVED FROM AN AUTHORIZED PERSON, INCLUDING WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT).

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF SERVICES, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR PUNITIVE DAMAGES EVEN IF BANK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF ANY: (I) ERROR, FAILURE, DELAY, OMISSION, INTERRUPTION, OR DEFECT IN THE DELIVERY, OPERATION, OR PROCESSING OF ANY TRANSMISSION, SUBMISSION, TRANSACTION, OR ENTRY; (II) COMPUTER VIRUS; (III) LINE SYSTEM FAILURE; (IV) LOSS OF DATA; OR (V) LOSS OF USE. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE.

You are solely responsible for naming and duly authorizing each Authorized Person and Administrator, specifying those Commercial Accounts to which each Authorized Person or Administrator shall have access and monitoring all Authorized Persons' and Administrators' use of the Services. We shall have no responsibility for maintaining any records regarding the identity of your Authorized Persons or Administrators or of the Services to which each Authorized Person and Administrator has access.

You understand and agree that you are solely responsible for the risks associated with disclosure of any identification and the unauthorized use of the Services and that you hereby fully indemnify us from all loss and expense in performing any and all Services transactions entered under valid identification, whether or not the person actually entering such transactions is authorized by you to perform such transactions. You agree to notify us immediately in the event you believe that the security or identification in connection with the Services has been compromised or that unauthorized transactions have occurred through the use of the Services.

You further understand and agree that notwithstanding any contrary instructions or resolutions or agreements that require two (2) or more signatures to access your Commercial Account(s), Bank may process transactions having only one (1) authorized signature or initiated by only one (1) Authorized Person or Administrator.

This limitation of liability applies also to Bank's affiliates, subsidiaries, contractors, and their respective employees.

74. Copyrights and Other Intellectual Property.

Except where otherwise expressly noted or as noted below, all Contents of the Services, including graphics, icons, and overall appearance of the Services are the sole and exclusive property of Bank and/or its subsidiaries or affiliates. The posting of the Contents of the Service neither constitutes a waiver of any of Bank's proprietary rights or any other party's proprietary rights, including but not limited to copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Service user or to any third party. Contents of the Services are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark laws. You agree not to delete any copyright, trademark, or similar notice from any Contents you obtain from the Services. The display of third party trademarks within the Services does not grant you a license of any

kind. Any downloading of Contents of the Services or any service linked to any of the Services may be a violation of federal and other trademark laws and federal copyright laws.

IMPORTANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

II. Checks and Checking Accounts; Funds Availability Disclosure

We provide you with timely access to your funds that you deposit in your checking Account in accordance with the Expedited Funds Availability Act ("EFA") and Regulation CC, which is implemented by the Federal Reserve Board to establish guidelines as to when you may have access to funds you have deposited by check, cash, or other means. When you deposit a check, it is sent through the Federal Reserve System for clearing (except that clearing for foreign checks may be handled differently as discussed further below). It takes a number of days for the Federal Reserve to collect all of the funds. The delays, holds, and number of days to clear such checks are outlined in this section. During any delay or hold, you may not be permitted to withdraw the funds in cash and we may not use the funds to pay checks that you have written. The EFA does not apply to savings accounts (including money market accounts), certificates of deposit, or deposits of foreign checks. For information about funds availability for savings accounts, money market accounts and certificates of deposit, please call our Customer Care Center at 800-220-BANK.

1. Determining the Availability of a Deposit.

The length of time until deposited funds become available is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and bank holidays. The number of business days from the day of deposit until availability 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. The availability of deposits made using the Night Depository Services will be based on the date the deposit is processed by the Branch. Otherwise, when a deposit is considered to have been made will vary depending on the method used to make the deposit.

2. Same-Day Availability.

Cash deposits made in person to one of our employees before the applicable cut-off will be available on the Business Day we receive your deposit. Funds from electronic direct deposits (ACH credits) will be available on the scheduled payment date.

3. Next-Day Availability.

Funds from the following deposits into your Account are available no later than the first (1st) Business Day after the date of your deposit:

- (a) U.S. Treasury checks that are payable to you;
- (b) Wire transfers; and
- (c) Checks drawn on Firsttrust Bank.

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 (1st) Business Day after the day of your deposit:

- (a) Cash deposit made after the cut-off time;
- (b) Checks from a state, municipality, or agency that is located in a state where we have a Branch Office and that are payable to you;
- (c) Cashier's, certified, treasurer's, and teller's checks that are payable to you; and
- (d) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money order, if these items are payable to you.

If you do not make the deposit 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 (2nd) 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 the applicable cut-off time on a given Business Day and to make funds available to you as follows:

The first \$200 from the aggregate Business Day's deposit by check or checks (not otherwise subject to next day availability as provided above) shall be made available on the first (1st) Business Day after the Business Day of your deposit. An additional \$400 of the aggregate of checks so deposited will be available for withdrawal in cash no later than 5:00 p.m. on the second (2nd) Business Day after the Business Day of your deposit. All of the remaining funds from such deposit will be available: (i) to pay checks written to others that are presented to us for payment by the Federal Reserve Bank or other banks on the evening of the second (2nd) Business Day after the Business Day of deposit (as determined above) and/or (ii) to withdraw in cash or transfer funds on the third (3rd) Business Day after the Business Day of deposit. For example, if you deposit single or multiple check(s) totaling \$700 on a Monday before the applicable cut-off time, \$200 of the deposit is available on Tuesday to pay checks to others and to withdraw in cash. An additional \$400 of this deposit will be made available for withdrawal in cash no later than 5:00 p.m. Wednesday. The remainder will be available: (i) to pay checks written to others that are presented to us for payment by the Federal Reserve Bank or other banks on Wednesday evening and/or (ii) to withdraw in cash or transfer funds electronically on Thursday.

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

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 \$5,000 on any one day;
- (b) You deposit a check that has been returned unpaid;
- (c) We believe a check you deposited will not be paid;
- (d) You have overdrawn your Account repeatedly the last six (6) months; or
- (e) There is an emergency such as a failure of communications that was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control or force majeure.

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

6. Special Rules for New Accounts.

If you do not have a checking account with us, the following special rules will apply during the first thirty (30) calendar days your Account is open. Funds from deposits of cash made in person to a Bank employee, and funds from electronic payments (ACH credits) will be available on the first (1st) Business Day after we receive your deposit. In addition, the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, state and local government checks will be available on the first (1st) Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be directly payable to you and presented to us by you. If you do not make the deposit in person to one of our employees (for example, if you mail the deposit), the first \$5,000 will not be available until the second (2nd) Business Day after the day of your deposit. The excess over \$5,000 will be available on the ninth (9th) Business Day after the day of your deposit. Funds from other checks deposited will be available on the sixth (6th) Business Day after the day of deposit. The first \$5,000 from a deposit

of U.S. Treasury checks will be available on the first (1st) Business Day after the day of the deposit. The rest will be available on the ninth (9th) Business Day after the day of deposit.

7. General Endorsement Standards.

Business Customer's compliance with Bank's endorsement standards, as specified in the EFA, is essential to help ensure timely processing of Business Customer's deposited checks. If Business Customer cashes or deposits a check, Business Customer's endorsement must be placed in the 1 ½ inch area starting at the left edge of the reverse side of the check. Business Customer may not insert any other information in the remaining area of the reverse side of the check. Bank is not responsible for any loss resulting from a delay in return caused by endorsements that do not comply with these standards or for endorsements that are not legible because of material on the back of the check at the time it was issued. This provision may apply if the design of Business Customer's checks (for example, checks with carbon bands or strips) prohibits the placement of Bank's endorsement or otherwise causes Bank's endorsement to be obscured. Business Customer agrees to reimburse Bank for any loss, expense, and cost Bank may incur because Business Customer does not comply with these standards. See below regarding ReadyDeposit® (Section III) and Business Mobile Banking App (Section V) for special endorsement requirements for remote and mobile check deposits.

8. Refusal to Accept Deposits.

If you have a 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 or money market account at Firsttrust Bank subject to the availability schedule for checks for those accounts.

9. 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 they are drawn. If we elect to cash a check for you that is drawn on another bank, we may withhold the availability of 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 at the time funds from the check we cashed would have been available if you had deposited it in that Account.

III. ReadyDeposit®

ReadyDeposit® is a payment application to convert Business Customer's eligible paper check transactions to either ACH debits under the National Automated Clearing House ("NACHA") Rules or check images under Federal Reserve Board Regulation CC by Business Customer's scanning paper checks and entering information into the ReadyDeposit® Internet website designated by Bank. This allows remote deposit of the paper checks into Business Customer's deposit Accounts at Bank.

1. Definitions.

- (a) "Check" means a draft, other than a documentary draft, payable on demand and drawn on a bank.
- (b) "Eligible Item" means an Original Check made out to the Account Holder, drawn on a U.S. financial institution, and payable solely in U.S. dollars. Eligible Items do not include any of the following: (i) checks drawn on any financial institution located outside of the U.S. or that otherwise do not clear through the Federal Reserve System; (ii) checks payable to any person other than Account Holder; (iii) checks payable to you and another party who is not a joint owner on the Account; (iv) any check or items made payable to any person, company or party other than Account Holder that is also the owner of the Linked Account into which the check or item is deposited or intended to be deposited; (v) checks that do not have the Required Endorsement as provided in Section 3(f), "Required Endorsements and Procedures"; (vi) checks that contain evidence of alteration or that you know or suspect, or that you should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; (vii) checks or other items for which you are not a holder in due course under the Uniform Commercial Code; (viii) "remotely created checks" or electronically created checks as defined by Regulation CC; (ix) Substitute Checks; (x) payable through drafts; (xi) noncash items or any other item that is not a paper Check; (xii) checks or items that are drawn or otherwise issued by the U.S. Treasury;

(xiii) cashier's checks, teller's checks, or traveler's checks; (xiv) money orders other than money orders that are issued by and drawn on a U.S. banking institution; (xv) checks or items that are stale-dated or more than six (6) months old; (xvi) checks or items that are post-dated or future-dated; (xvii) checks or items not payable in U.S. currency; and (xviii) checks or items that have been previously deposited in any manner (including use of any remote or mobile deposit service or any other means).

(c) "Image" means an accurate electronic picture or replica of the front and back of an Eligible Item and related deposit information that you Submit to Bank and attempt to deposit into your Account using ReadyDeposit®.

(d) "Linked Account" means an Account with Bank or its affiliates that you have linked to ReadyDeposit®, which may change from time to time.

(e) "Original Check" means the first paper Check issued with respect to a particular payment transaction.

(f) "ReadyDeposit® Device" means a certified scanning and imaging device acceptable to Bank in its sole discretion.

(g) "Substitute Check" means a paper reproduction of an Original Check created from an electronic image that meets certain requirements described in Regulation CC.

(h) "Submit" or "Submission" means to send and deliver an Image electronically to Bank for deposit into your Account using your ReadyDeposit® Device.

2. ReadyDeposit® Services.

(a) **Check Limitations.** Only Eligible Items received by Business via the U.S. Postal Service or personal delivery to a designated drop box of Business Customer are eligible to be converted to IRD or ACH debits using ReadyDeposit®.

(b) **Scanning and Submitting Checks.** Using the Ready Deposit® Device obtained to enable provision of ReadyDeposit® Services, Business Customer shall: (i) scan and image both the front and the back of each Check and scan the information contained in the MICR line of the Eligible Item using a ReadyDeposit® Device; (ii) review each Image and ensure that it is clear and that the item can be reproduced in accordance with all Bank, NACHA, and/or regulatory standards; (iii) enter the dollar amount of the check along with any other optional information for Business Customer's records; (iv) submit the Image of the Check via ReadyDeposit® by the then current cut-off time as posted on Bank's website; (v) promptly review all confirmations pursuant to Paragraph 2(h) below; and (vi) not process or otherwise present or process for collection through any bank more than one time any Check, Image or Image Replacement Document ("IRD").

(c) **Cut-Off Times.** Submissions received after the applicable cut-off time for a particular day will be processed on the next Business Day.

(d) **Depositing Rejected and Ineligible Checks.** Business Customer may deposit rejected and ineligible Original Checks received by Business Customer as paper checks at a Bank Branch or remit to Bank via U.S. mail for processing at Bank.

(e) **Business Customer Errors.** If Business Customer enters the incorrect dollar amount pertaining to any Check scanned, Business Customer shall be liable for the amount of such error and Bank may charge Business Customer's deposit Account for such error. If the frequency and/or dollar amount of Business Customer's errors in entering the dollar amount or the number or dollar amount of return items is excessive as determined by Bank in its sole discretion, Business Customer shall be assessed a fee for each subsequent error in the amount stated on the Analysis Pricing Sheet. The provisions of this Agreement shall apply to any Eligible Item deposited by Business Customer using ReadyDeposit® that is returned for any reason.

(f) **Required Endorsements and Procedures.** You agree to restrictively endorse the back of every Check deposited using ReadyDeposit® with the words "FOR REMOTE DEPOSIT ONLY TO FIRSTTRUST BANK," followed by Business Customer's Account number and the signature of an Authorized Person, or as otherwise instructed by the Bank (the "Required Endorsement"). If you fail to write or stamp this Required Endorsement on the back of any Check deposited using the ReadyDeposit® service and such Check is paid or presented more than one time, you will be liable to Bank for the amount of the Check and all costs that Bank incurs for the multiple payment or presentment. In addition, if you fail to properly endorse a Check and/or follow Bank's instructions and procedures for the Service, Bank may not accept the Check for deposit or the processing of the Check may be delayed. If the back of a Check is not endorsed with the Required Endorsement it may not be accepted for deposit and/or may be returned. Any

loss that Bank incurs from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. If a Check that is deposited using the Service is paid or presented more than one time and you failed to write or stamp the Required Endorsement on the back of such Check prior to depositing it using the Service, Bank may offset the amount of such Check and all costs that Bank incurs on account of such multiple payment or presentment by debiting your Account into which you deposited such Check or by transferring funds from another Account held by you with Bank. You agree to follow any and all other procedures and instructions for use of the Service as Bank may establish from time to time.

(g) **Multiple Signatures.** Bank will process transactions received and credit or debit Business Customer's deposit Account in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein or in any other agreement or addendum hereto, Bank may electronically process Checks having one (1) authorized signature, even if there is more than one signature line on such checks.

(h) **Deposit Confirmations.** At the end of each Business Day on which a deposit has been made, Business Customer will be able to view a confirmation of deposit via the designated website for ReadyDeposit® as evidence that a file has been received. This is Bank's only responsibility regarding such notices. No confirmation or any other notice will be posted unless Bank has received a file on that Business Day.

(i) **Use of Check Information.** Business Customer shall not use any Account number or other information on Checks received from customers of Business Customer for any purpose other than processing the payment for which the Check was received.

(j) **Check Retention and Destruction Responsibilities.** You bear sole responsibility for secure storage and destruction of original Eligible Items and any copies of such Eligible Items. You should securely retain the original paper Eligible Item for such amount of time that you deem necessary based on: (i) the risk of fraudulent duplicate presentments of the original Eligible Item or any paper or electronic copy thereof; (ii) the needs of your business; (iii) any requirements of law or regulation affecting your business; and (iv) potential claims by recipients of Substitute Checks (or Eligible Items in electronic form) that they incurred a loss due to the receipt of a Substitute Check (or an Eligible Items in electronic form) instead of the original paper Eligible Item. After the end of your established retention period, you will destroy the original Eligible Items. You shall maintain the Eligible Items in a secure manner (to prevent loss, theft or misuse) from the time they are received by you until they are destroyed in accordance with the preceding sentence. After destruction of an Eligible Item, the Image will be the sole evidence of the Eligible Item. You agree that you will never re-present the Eligible Item or a copy, facsimile, or Image of the Eligible Item. You understand that you are responsible if anyone is asked to make a payment based on an Eligible Item that has already been paid. Upon Bank's request from time to time, you will deliver to Bank within five (5) Business Days, at your expense, the requested Eligible Item or copy thereof in your possession. If not provided in a timely manner, such amount will be reversed from your Linked Account(s).

(k) **Warranties and Indemnification.** You agree that you may only Submit and deposit Eligible Items using ReadyDeposit®. In no event shall Bank be liable for an unauthorized, counterfeit, altered, or forged signature on any Check, Image, or Substitute Check processed. Also, Bank shall not be liable for any paper item or IRD presented for collection through any bank by Business Customer or its agent more than one time or for Business Customer recording a Check in an amount other than as indicated by the drawer. In no event shall Bank be liable for any indirect, special or consequential damages even if Bank has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the effectiveness of other remedies. Business Customer agrees that it may only Submit and deposit Eligible Items using ReadyDeposit®. Business Customer represents and warrants with respect to each Image that: (a) each Image is a true and accurate rendition of the front and back of the Eligible Item, without any alteration, and the drawer of the Eligible Item has no defense against payment of the Eligible Item; (b) the amount, payee(s), signature(s), and endorsement(s) on the Image and on the Eligible Item are legible, genuine, and accurate; (c) the Check bears the Required Endorsement; (d) you will not deposit or otherwise endorse to a third party the Eligible Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for the Eligible Item or a paper or electronic representation of the Eligible Item such that the person will be asked to make payment based on an item that has already been paid; (e) there are no other duplicate Images of the Eligible Item; (f) the Eligible Item was authorized by the drawer in the amount stated on the Eligible Item and to the payee(s) stated on the Eligible Item; (g) you are authorized to enforce and obtain payment

of the Eligible Item; (h) you have possession of the Eligible Item and no party will submit the Eligible Item for payment; (i) with respect to each Image, you make to Bank all representations and warranties that Bank makes or is deemed to make to any party pursuant to law, regulation, or clearinghouse rule; and (j) if any payee on any Check processed in accordance with this Agreement is payable to a legal entity other than Business Customer, that Business Customer has the proper authorization from such payee to have such Checks endorsed and deposited into Business Customer's Account, and Business Customer agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including but not limited to, attorneys' fees, suffered or incurred by Bank as a result of or in connection with Business Customer's failure to have such authorization. Business Customer represents and warrants to Bank that all information about Business Customer provided by or on behalf of Business Customer to Bank is correct and complete. Business Customer agrees to notify Bank in writing of any changes to such Business Customer information within ten (10) days of such change. In accordance with the insurance provisions of this Agreement, Business Customer represents and warrants that it has errors and omissions insurance coverage in an amount sufficient to cover the contractual liabilities assumed in accordance with this Section III. Business Customer represents and warrants that it has received appropriate authorization from its customers for Bank to collect and/or initiate transactions using ReadyDeposit® Services.

(l) **Security, Identification Code, and Passwords.** The Business Customer will be provided with an Identification Code and Password controlled by the Business Customer for access to the designated website for ReadyDeposit®. The provisions of this Agreement pertaining to use of the Identification Codes and Passwords and other provisions related to Internet access also apply to ReadyDeposit®, whether or not it is accessed through Firsttrust Online Banking.

(m) **Equipment and Software.** Bank shall provide Business Customer with access to the ReadyDeposit® Device. Any other software, supplies and equipment used in conjunction with ReadyDeposit® Services (as used in this Section III, the "Equipment") are subject to the provisions of this Section III. Bank will advise Business Customer by e-mail in advance if changes to ReadyDeposit® Services require upgrade or replacement of Equipment. Business Customer is responsible for the cost of any such Equipment upgrade. Business Customer hereby authorizes payment for all such Equipment purchased or leased in accordance with this Section III to be made to the seller, lessor or other designated entity through an ACH debit to Business Customer's deposit Account on the scheduled due date. Bank has no obligation to make such payment if insufficient funds are available in the Business Customer's deposit Account. Business Customer is responsible for the sales or other related taxes pertaining to payment for such Equipment. Business Customer agrees to maintain the Equipment at Business Customer's expense in accordance with the instructions provided by the Equipment manufacturer. If Business Customer elects to use any equipment other than that acceptable to Bank in conjunction with this Agreement, Business Customer assumes full responsibility and liability for any failure of such equipment as well as such equipment's ability to function as contemplated by this Agreement. Business Customer shall notify Bank whenever Equipment applicable to this Agreement is replaced. Bank will not be responsible for any additional costs, related failure to comply with laws and regulations or additional costs or fees incurred by Business Customer as a result of the use of such equipment.

(n) All third-party software, equipment and services provided or procured by Bank for use with ReadyDeposit® Services are provided to Business Customer on an "as is" basis and Bank is not responsible for any warranties, representations or guarantees, express or implied in fact or law relative to any Equipment obtained by Business Customer for use in conjunction with ReadyDeposit® Services. Business Customer agrees to release and hold harmless Bank from any liability, damages, losses or personal injury resulting in whole or in part, directly or indirectly from acceptance and use of any Equipment obtained by Business Customer for use in conjunction with ReadyDeposit® Services.

(o) Notwithstanding any other provisions of this Section III, Business Customer may not use any Equipment obtained for use in conjunction with this Agreement for the creation and submission of files through any other software or to any other bank or third party. The preceding statement shall survive the termination of this Agreement for five (5) years.

(p) **Miscellaneous.** Business Customer acknowledges that Business Customer has received (or, via Bank's website, has access to) the applicable user guide and agrees to comply with its provisions as they may be amended from time to time.

(q) **Business Representations and Warranties; Additional Covenants.** Business Customer represents

and warrants that it has received appropriate authorization from its customers for Bank to collect and/or initiate transactions using ReadyDeposit®. Business Customer shall be liable to Bank for any and all of Bank's liabilities, claims, costs, expenses, reimbursement obligations, fines and penalties which arise due to Business Customer's failure to comply with NACHA or other regulatory notice and/or authorization requirements as they may be amended from time to time. In addition, to the extent Business Customer requests retrieval of any records from Bank, the prevailing fees shall be paid by Business Customer for such retrieval and storage services. Business Customer's obligations and Bank's rights under this paragraph shall survive the expiration or earlier termination of this Agreement.

(r) **Bank Audit Rights.** Bank shall have the right to audit Business Customer and Business Customer's records regarding transactions using ReadyDeposit® to determine whether Business Customer is complying with applicable laws and regulations as well as Bank's and NACHA's rules and procedures.

(s) **Business Customer Reserve Fund Obligation.** At any time, Bank may determine in its sole discretion that an amount of funds is necessary to be set aside as a reserve to mitigate the risks associated with Business Customer's use of the ReadyDeposit® Services. If so, then Business Customer agrees to deposit or Bank may deduct from any Account or amount due to Business Customer into a separate deposit Account at Bank ("Reserve Fund") an amount set by Bank for the purpose of offsetting any transaction-specific financial risks as well as securing payment of any sums due to Bank hereunder (including without limitation Business Customer's indemnity obligations). Thereafter during the term of this Agreement, Bank may withdraw and pay itself from the Reserve Fund to offset any transactions and related fees. Bank may also revise the amount required to be in the Reserve Fund from time to time to an amount deemed reasonable by Bank. Business Customer shall have no authority to make withdrawals from the Reserve Fund without the Bank's written consent. The balance in the Reserve Fund will be returned to Business Customer's Account at Bank's discretion but not later than 120 days following the termination of this Agreement.

(t) Notwithstanding anything contained in this Agreement to the contrary, if you elect to have a third party submit and deposit Eligible Items using ReadyDeposit® on your behalf, you have authorized this third party to act as an agent for you and we are not responsible for determining the authority of such person or any other person purporting to be your agent and in no event shall Bank be liable for an unauthorized, counterfeit, altered, or forged signature on any Check, Image, or Substitute Check processed. If any claims or demands arise or result from your third-party agent, you agree to indemnify and hold Bank and each of Bank's affiliates harmless from and against such claims or demands.

IV. Firsttrust Online Banking

1. Online Banking.

Upon completion of your enrollment in Firsttrust Online Banking and assignment of your Identification Codes and Passwords, Bank will provide you with access to your Commercial Accounts and the Services that you have selected. Those Commercial Accounts that you have with us and that you access by using the Firsttrust Online Banking Service remain subject to the terms and conditions of any other agreements and understandings otherwise applicable to them. Any loan or line of credit that you access via the Firsttrust Online Banking Service likewise will remain subject to the loan agreement and other loan documents that were executed by you in connection with such loan or line of credit.

2. Equipment.

To utilize Firsttrust Online Banking, you must have an appropriate Internet enabled device (referred to in this Section IV as "Equipment") that meets the minimum specifications and requirements outlined on our website and which are subject to change from time to time. We will notify you in advance if we are going to upgrade or discontinue access based on changes to any such specifications or requirements. You understand and agree that at your expense it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer and to obtain the necessary telephone line(s) and Internet service provider acceptable to Bank. This includes your responsibility to ensure the ability of the Equipment to accurately process data, including leap year calculations and any time change with regard to standard and daylight savings time. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment, your Internet provider, or any form of communications. You assume sole responsibility for any and all

loss, damage, or injury arising with respect to any failure of the Equipment, software not provided by us, telephone line(s) or Internet access, computer virus, message or transfer interception in transit or related problems and hereby release, and agree to indemnify and hold Bank harmless in accordance with the terms of this Agreement. You are responsible for maintaining the Equipment and software so that others cannot access your personal identification or financial information. We are not responsible for the cost of upgrading your Equipment to stay current with the Services nor are we responsible in any circumstances for any damage to your Equipment, software, or the data resident thereon.

3. Internet Communications Interruption.

In the event that Internet communications cannot be utilized by Business Customer for Services described in this Agreement or any other agreement between the parties, Business Customer shall contact Bank as soon as possible after the problem is identified. Bank and Business Customer will use best efforts to ensure that the Services described in this or any other Agreement between the parties can be performed to ensure appropriate processing on the proper day in a method or manner acceptable to Bank in its sole discretion.

4. Internet Privacy.

In an effort to protect the privacy of your Commercial Account information, Bank is committed to using advanced technology, including, but not limited to, firewalls and encryption of data. You agree to help in this process by keeping your Identification Codes, Passwords, and other identification data private and by maintaining the Equipment so that others cannot access your financial information. You acknowledge that all communications sent and/or received via e-mail are not necessarily private or secure. You hereby consent to the level of security outlined above and acknowledge that Bank is unable to guarantee the security of the information sent or displayed via the Services. You also agree that Bank is not responsible for any breach of security of the Internet caused by you or an Authorized Person's, or Administrator's failure to maintain confidentiality of identification data or enabling, directly or indirectly, an unauthorized person from learning your Account number or other means of accessing your Equipment or Accounts. Bank reserves the right to restrict or revoke your access to the Services if we believe that the terms and conditions of this section have been violated.

5. Access to Third Parties through Bank's Website.

Any resources, products and services provided by third parties but accessed through Bank's Website (such as, but not limited to, links to other websites) are not our responsibility and we make no representation whatsoever about them. The fact that we have provided access to a third-party resource, product or service does not mean that we endorse it. Access to any other websites linked from the use of the Services is at your own risk. Such websites have their own access and security practices and you should consult such websites for further information. FDIC insurance may not apply to such websites.

6. Consolidation Sites.

Exercise caution when using consolidation sites. "Consolidation Sites" (also known as "account aggregators" or "screen scrapers") are Internet sites that provide the ability to collect on one integrated website key information about you such as bank balances, investments, and e-mails. For example, you may be encouraged to provide a Consolidation Site with your personal finance information, such as your Login ID and Password for Firsttrust Online Banking. You should never provide this information to a site that you do not recognize and fully trust.

We are not liable for any transactions that you initiate through a Consolidation Site or that are initiated through a Consolidation Site using your Login ID and/or Password. All transactions initiated by a Consolidation Site using access information you provided are considered to be authorized by you, whether or not you were aware of the specific transactions. We also are not liable for any loss of information or funds from your Account that occurs as a result of your use of a Consolidation Site or as a result of your use of a website that is not the Firsttrust Online Banking website (an "Imposter Website").

If necessary, you may cancel your access or change your Passwords for Firsttrust Online Banking at any time. However, we do not guarantee that this will restrict any Consolidation Sites or Imposter Websites to which you have previously given authority from accessing your information in the future.

7. Ownership and Confidentiality.

Business Customer acknowledges that all computer programs, software and data bases made available by Bank as part of the Services are the exclusive and confidential property of Bank or the third parties from whom Bank has secured the right of use of such computer programs, software and data bases. You will not create or permit others to create, by reverse engineering or otherwise, the source code or any part of the source code from the object code of any such computer programs or software. You may not transfer, copy, alter, modify, reproduce or convey in any manner any computer program, software or other documentation in any form that we provide regarding any Services. We may from time to time provide you with information in written or electronic form concerning the Services and related matters (the "Materials"). We will provide the manuals to you on an "as is, as available" basis and make no warranties, express or implied, with respect to the manuals or any Materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the manuals or any Materials exclusively for the purpose of accessing and using the Services. Business Customer shall treat as confidential and will not duplicate, disclose or otherwise make available any trade secrets, processes, proprietary data, information or documentation related thereto (collectively the "Confidential Information"), in any form, to any person other than authorized employees of Business Customer. Business Customer will instruct its employees who have access to Bank manuals and the Confidential Information to keep the same confidential, by using the same care and discretion that Business Customer uses with respect to its own confidential property and trade secrets. Business Customer agrees to notify us immediately if Business Customer knows or suspects that there has been an unauthorized disclosure, possession or use of any computer program or software or other Materials for any Service. In addition, if you are responsible for such unauthorized disclosure, possession or use, you shall, at your expense, promptly take all reasonable actions, including, but not limited to, court proceedings, to recover possession of, or to prevent further unauthorized disclosure or use of any computer program, software or Materials and obtain redress for any injury caused to us thereby. Upon termination of this Agreement for any reason, Business Customer shall return to Bank any and all manuals, Materials and/or confidential information, which are in its possession.

8. Hours of Access.

You can generally obtain access to the Services provided via Firsttrust Online Banking seven days a week, twenty-four hours a day except when scheduled or unscheduled interruptions occur. Occasionally, some or all Firsttrust Online Banking Services may not be available due to scheduled maintenance or regularly scheduled computer host down times. However, during such regularly scheduled intervals, you may be able to continue to enter transactions and your records will be updated when system maintenance or host down-time is completed. Subsequent transactions will be based on such updated records. Such transactions may be considered by us to have been made on the Next Business Day. If you have any questions regarding hours of operation please call 800-220-BANK.

9. Rebranding of Firsttrust Online Banking Websites.

Bank may rename its commercial website, the online banking services provided to you, or any agreement related thereto at any time in its discretion. The terms and conditions of this Agreement shall remain in effect even if any such changes are made.

10. Fees.

Fees are as provided in the then-current Commercial Banking Fee Schedule(s).

11. eStatement Service Disclosure.

eStatement service provides you with the opportunity to electronically receive your Account statements, as well as all required disclosures and notices through our secure eStatement service instead of by regular mail.

(a) **Authorization for eStatement Service.** You understand that by enrolling in and using Firsttrust Online Banking, you agree to be bound by the terms and conditions of this Agreement. You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you place your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons and using eStatement service, you are indicating that you have read, understand, and agree to be bound by this Agreement and that you, and any Authorized Persons, authorize us, at our discretion, to provide Account statements, including Account Analysis information, disclosures, and notices electronically until this Agreement is terminated or discontinued in accordance with this Agreement. You also confirm that you have equipment and software that provides you with the ability to receive and retain

electronic statements, disclosures, and notices.

(b) **Applicability.** You authorize us, at our discretion, to electronically provide your eligible Account statements, including Account Analysis information if applicable, check images, and important disclosures and notices about those Accounts, including those that we are required to provide to you under applicable federal and state laws where electronic delivery is permitted now or in the future. This may include, but may not be limited to the following:

- (i) Your periodic statement for any types of accounts we make available to you through this eStatement service;
- (ii) Your Account Analysis information for any analyzed business checking accounts;
- (iii) Disclosures and notices regarding changes to your eligible Accounts;
- (iv) Confirmations in connection with your Firsttrust Bank Cash Investment Account Repurchase Agreement for Commercial Checking Customers;
- (v) Amendments to agreements, disclosures, and notices governing your eligible Accounts; or
- (vi) If you currently receive more than one (1) paper statement for your eligible Accounts, all of your eligible Accounts may be converted to a single statement at your request, subject to Bank's consent. Check images are maintained and available on Firsttrust Online Banking for your convenience. Accounts with eStatement service cannot also receive statements by mail.

(c) **Statement and Disclosure Availability and Access.** You will receive an e-mail acknowledging your enrollment and to advise you of the date your eStatements will first become available in Firsttrust Online Banking. Your request will be processed within three (3) Business Days of receipt. Delivery of paper statements will be discontinued within forty-five (45) days after you enroll in eStatement. We will apply our best efforts to make your eStatements available through Firsttrust Online Banking no later than the fifth (5th) Business Day after your eStatement date. For security reasons, we do not e-mail your actual statements. We will send you a courtesy e-mail to the e-mail address we have on file for you notifying you that your eStatement is available. After you have enrolled in the eStatement service, required disclosures and notices pertaining to the Accounts with this service may be delivered to you through the Important Information tab within eStatements. Any important information that cannot be delivered this way will continue to be sent using regular mail. Each eStatement will be available for at least twelve (12) months from the date it is posted. You may download or print eStatements, disclosures and notices for permanent retention. All eStatements and other important documents are also retained by us in accordance with applicable record retention requirements. Paper copies of statements are available upon request (a fee may apply to statement copies as disclosed in our Commercial Banking Fee Schedule(s)) by contacting us at the number or address listed in this Agreement. We always reserve the right to communicate with you in writing using the U.S. Postal Service, even if you have enrolled in the eStatement service.

(d) **Discontinuing Electronic Delivery.** You have the right to withdraw your election to receive eStatements and other important documents at any time for any or all of your Accounts. If you want to discontinue this service for any or all of your Accounts and then receive statements and other important documents by mail, contact us at the number or address listed herein and include your full name and e-mail address but no other personally or account identifiable information. eStatement service will be discontinued on the Accounts you selected after we have a reasonable time to act on your request. Disclosures and notices for any Accounts will be delivered in the same manner as the corresponding statement. If any e-mails sent to you in conjunction with this service are returned to us for any reason, we will attempt to contact you and request a more current e-mail (and regular mail, if appropriate) address. You will receive your statements and other important documents by regular mail during this interim period. If we are unsuccessful in obtaining a more accurate e-mail address, we will discontinue this service and provide all of the items by regular mail. If either of us discontinue your access to Firsttrust Online Banking for any reason, your right to receive statements and other important documents electronically also will be terminated. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement. If any e-mails sent to you in conjunction with this service are returned to us and you are required to receive your statement electronically based on the Account you have selected, you may be assessed a fee in accordance with the then-current Commercial Banking Fee Schedule or your Account may be changed to an Account with statements mailed to you via the U.S. Postal Service.

(e) **Liability.** We will use our best efforts to deliver your eStatements and other important documents in a timely manner and in accordance with an applicable time required by law. However, we shall incur no liability if we are unable to deliver them to you because of the existence of any one or more of the following

circumstances:

- (i) Firsttrust Online Banking was not working properly and you know or have been advised by us of the malfunction;
 - (ii) Your Equipment was not working properly;
 - (iii) Internet service was interrupted due to traffic or any other disruptions; or
 - (iv) Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, terrorism, or legal restriction) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.
- (f) You agree not to alter or use the eStatements, disclosures or notices for any unauthorized, fraudulent or other illegal purpose.
- (g) **Responsibility to Notify Us.** You must promptly review your eStatements, disclosures, notices, and any accompanying items. Notify us **immediately**, in writing, call us, or e-mail us using our secure e-mail feature in Firsttrust Online Banking of any suspected error, alteration, other irregularity, or unauthorized access to your eStatements, disclosures or notices. We will consider the statement correct if we do not hear from you within the time provided herein. You must notify us **immediately** if you do not receive or are unable to view or print your eStatement or any other items. You agree to inform us promptly of any changes to information needed for us to contact you. Please note that e-mail may not be secure and that personally identifiable information such as your Account numbers or banking transactions should not be transmitted in this way.

V. Business Banking Mobile App

Your use of the Business Banking Mobile App (“Mobile Banking”) is subject to any other agreements that you may have with Bank with respect to a Linked Account (as hereinafter defined). When you use Mobile Banking, you do not change the existing agreements you have with Bank with respect to that Account. Mobile Banking may be provided to you through a third-party service provider. Mobile Banking permits you as a business customer to perform a number of banking functions on Accounts with Bank or its affiliates that you have linked to Mobile Banking (each a “Linked Account”), which may change from time to time. Use of Mobile Banking constitutes acceptance of the terms and conditions of this Agreement. You must be organized, licensed, and authorized to do business in the United States as the law requires. You will allow only Authorized Persons to use Mobile Banking in connection with a Linked Account owned by you.

1. Definitions.

- (a) “Check” shall have the same meaning as in Section III 1(a) of this Agreement.
- (b) “Eligible Item” shall have the same meaning as in Section III 1(b) of this Agreement.
- (c) “Image” means an accurate electronic picture or replica of the front and back of an Eligible Item and related deposit information that you Submit to Bank and attempt to deposit into your Linked Account using Mobile Banking.
- (d) “Mobile Device” means your mobile telephone, computer, tablet, or other device and associated software used to access and use Mobile Banking.
- (e) “Original Check” shall have the same meaning as in Section III 1(e) of this Agreement.
- (f) “Substitute Check” shall have the same meaning as in Section III 1(g) of this Agreement.
- (g) “Submit” or “Submission” means to send and deliver an Image electronically to Bank for deposit into your Linked Account using your Mobile Device.

2. Services; Changes to Mobile Banking.

Mobile Banking currently is configured to allow you to view the balances and activity of Linked Accounts, transfer funds between Linked Accounts, create Images of Eligible Items that you receive, and Submit to Bank for deposit into a Linked Account, view nearby Bank locations, and send secure messages to Bank. Features of Mobile Banking may be changed, added, or removed at any time, in Bank’s sole discretion. Bank may withdraw or terminate Mobile Banking at any time and may disable access to Mobile Banking for all or a segment of users.

3. Deposit of Images of Eligible Item; Image Submission; Processing and Payment.

You agree that you may only Submit and deposit Eligible Items using Mobile Banking. In addition, all Images you Submit to Bank using Mobile Banking must be legible and meet our requirements, including hardware and software requirements such as required Mobile Devices, operating systems, and camera specifications. All required hardware and software will be at your expense. Each Image must provide all information on the front and back of the Eligible Item at the time presented to you by the drawer, including without limitation information about the drawer and the paying bank that is preprinted on the Eligible Item, MICR information, signature(s), any required identification written on the front of the Eligible Item, and any endorsements applied to the back of the Eligible Item. The information you Submit to Bank must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association and contain the correct amount of the Eligible Item. Endorsements must be made in accordance with the Endorsement and Procedures section of this Agreement.

4. Endorsements and Procedures.

You agree to restrictively endorse the back of every Check deposited using Mobile Banking with the words "MOBILE DEPOSIT TO FIRSTTRUST BANK," followed by Business Customer's Account number and the signature of an Authorized Person, or as otherwise instructed by the Bank (the "Required Endorsement"). If you fail to write or stamp this Required Endorsement on the back of any Check deposited using Mobile Banking and such Check is paid or presented more than one time, you will be liable to Bank for the amount of the Check and all costs that Bank incurs for the multiple payment or presentment. In addition, if you fail to properly endorse a Check and/or follow Bank's instructions and procedures for the Service, Bank may not accept the Check for deposit or the processing of the Check may be delayed. If the back of a Check is not endorsed with the Required Endorsement it may not be accepted for deposit and/or may be returned. Any loss that Bank incurs from a delay or processing error resulting from a missing or irregular endorsement or other markings by you will be your responsibility. If a Check that is deposited using the Service is paid or presented more than one time and you failed to write or stamp the Required Endorsement on the back of such Check prior to depositing it using the Service, Bank may offset the amount of such Check and all costs that Bank incurs on account of such multiple payment or presentment by debiting your Account into which you deposited such Check or by transferring funds from another Account held by you with Bank. You agree to follow any and all other procedures and instructions for use of the Service as Bank may establish from time to time.

5. Receipt of Deposits.

All Images processed for deposit through Mobile Banking will be treated as "deposits" under this Agreement. Bank is not responsible for any Image Bank does not receive. When you successfully Submit an Image to Bank, Bank will confirm that it has received the Image. Bank shall not be deemed to have received the Image for deposit until it has confirmed receipt to you. Bank's confirmation does not mean that your Submission and deposit are complete or without error. All of your Images are subject to Bank's further verification prior to being accepted for deposit and final payment after deposit. Following receipt, Bank may process the Image by preparing a Substitute Check or clearing the item as an Image. Bank reserves the right, at its sole and absolute discretion, to reject any Image for remote deposit into your Linked Account.

6. Storage and Destruction of Eligible Items.

You bear sole responsibility for secure storage and destruction of original Eligible Items and any copies of such Eligible Items. You should retain the original paper Eligible Item for such amount of time that you deem necessary based on: (i) the risk of fraudulent duplicate presentments of the original Eligible Item or any paper or electronic copy thereof; (ii) the needs of your business; (iii) any requirements of law or regulation affecting your business; and (iv) potential claims by recipients of Substitute Checks (or Eligible Items in electronic form) that they incurred a loss due to the receipt of a Substitute Check (or an Eligible Item in electronic form) instead of the original paper Eligible Item. After the end of your retention period, you will destroy the original Eligible Items. You shall maintain the Eligible Items in a secure manner (to prevent loss, theft or misuse) from the time they are received by you until they are destroyed in accordance with the preceding sentence. After destruction of an Eligible Item, the Image will be the sole evidence of the Eligible Item. You agree that you will never re-present the Eligible Item or a copy, facsimile, or Image of the Eligible Item. You understand that you are responsible if anyone is asked to make a payment based on an Eligible Item that has already been paid. Upon Bank's request from time to time, you will

deliver to Bank within five (5) Business Days, at your expense, the requested Eligible Item or copy thereof in your possession. If not provided in a timely manner, such amount will be reversed from your Linked Account(s).

7. Returned Deposits.

Any credit to your Linked Account for Eligible Items deposited using Mobile Banking is provisional. If Eligible Items deposited through Mobile Banking are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that the Eligible Item will not be returned to you (because you will have destroyed or maintained possession of the Eligible Item), but that Bank may charge back the amount of the Eligible Item and provide you with an Image of the Eligible Item, a paper reproduction of the Eligible Item, or a Substitute Check. You will reimburse Bank for all loss, cost, damages, or expense caused by or relating to the processing of the returned Eligible Item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Eligible Item if it has been charged back to you. Bank may debit any of your Accounts (regardless of whether such Accounts are Linked Accounts) to obtain payment for any Eligible Item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejections, return, adjustments or warranty claim was made timely.

8. Warranties of Business Customer.

You make the following warranties and representations with respect to each Image:

- (a) Each Image is a true and accurate rendition of the front and back of the Eligible Item, without any alteration, and the drawer of the Eligible Item has no defense against payment of the Eligible Item;
- (b) The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Eligible Item are legible, genuine, and accurate;
- (c) The Check bears the Required Endorsement;
- (d) You will not deposit or otherwise endorse to a third party the Eligible Item and no person will receive a transfer, presentment, or return of, or otherwise be charged for the Eligible Item or a paper or electronic representation of the Eligible Item such that the person will be asked to make payment based on an item that has already been paid;
- (e) There are no other duplicate Images of the Eligible Item;
- (f) The Eligible Item was authorized by the drawer in the amount stated on the Eligible Item and to the payee(s) stated on the Eligible Item;
- (g) You are authorized to enforce and obtain payment of the Eligible Item;
- (h) You have possession of the Eligible Item and no party will submit the Eligible Item for payment;
- (i) With respect to each Image, you make to Bank all representations and warranties that Bank makes or is deemed to make to any party pursuant to law, regulation, or clearinghouse rule;
- (j) You agree that files and Images Submitted to us will contain no viruses or any other disabling features that may have an adverse effect on Bank's network, data, or related systems; and
- (k) With respect to each Image and your use of Mobile Banking in general, you agree to comply with all procedures published by Bank, which can be accessed within Mobile Banking and/or at Bank's website.

9. Service Unavailability.

Mobile Banking may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. Bank may terminate the terms of this Section V and/or Mobile Banking at any time. In the event that Mobile Banking is unavailable, you may contact Bank at 800-220-BANK for Linked Account information, deposit Eligible Items at our Branches, through select ATMs or by mailing the Eligible Item to:

Firsttrust Bank
ATTN: ReadyDeposit Department
1 Walnut Grove Drive
Horsham, PA 19044-2201

10. Funds Availability.

Funds from deposits through Mobile Banking will be treated as "checks" for purposes of the Funds Availability

disclosure in Section II of this Agreement.

11. Security for Submission of Images.

You will complete and Submit each deposit promptly. If you are unable to complete and Submit your deposits promptly, you will ensure that your Mobile Device remains securely in your possession until the Submission has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Submissions. You will notify Bank immediately by telephone to 800-220-BANK with written confirmation if you learn of any loss or theft of original checks including but not limited to Eligible Items. You will ensure the safety and integrity of Eligible Items from the time of receipt until the time of destruction. If warranted in Bank's reasonable judgment, Bank may examine you, and you agree to cooperate with Bank to permit such examining, to confirm that you have satisfied your obligations under this Agreement; provided, however, that such right to examine is for Bank's protection only, does not make Bank an agent of Business Customer, and no party (including Business Customer) may rely on Bank's right to examine or any conclusions reached by Bank.

12. Business Customer's Responsibility for Images.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, Submit fraudulent, incorrect, or illegible Images to Bank or if Mobile Banking is used, by either Authorized Persons or unauthorized persons, to Submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

13. Termination of Mobile Banking.

Mobile Banking shall remain in effect until it is terminated by you or Bank. You may uninstall the Mobile Banking app from your Mobile Device at any time; however, in order to remove Mobile Banking from your customer profile, you should notify Bank in writing or call Bank at 800-220-BANK, at any time informing Bank of your intent to cancel. This cancellation applies only to Mobile Banking and does not terminate your Accounts or credit facilities. Bank may terminate Mobile Banking at any time, with or without notice to you.

14. Passwords.

Access to Mobile Banking via your Mobile Device is protected by Identification Codes and/or Passwords. You agree to take all reasonable precautions to ensure that no one learns your Identification Codes, and/or Passwords. If available, you further agree to require the entry of a PIN or password to gain access to your Mobile Device. If you believe for any reason that someone has learned your Identification Codes or Passwords, you must immediately notify Bank to effect a change in your credentials.

15. Use of External e-Mail Address.

With Mobile Banking, Bank may send messages to your e-mail address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within Mobile Banking. You should never send personal or Account information to Bank via e-mail. Bank cannot act on instructions sent by you from an e-mail address. You should use Mobile Banking's secure mail feature to send instructions to Bank. If for any reason your e-mail address changes or becomes disabled, please contact Bank immediately so that Bank can continue to provide you with automated messages. You may notify Bank of any changes to your e-mail address through the Customer Service tab within Mobile Banking.

16. Transfers from Savings and Money Market Deposit Accounts.

For any money market or other savings accounts, federal regulations require us to permit no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per statement month to another account or to a third party by means of a pre-authorized or automatic transfer (such as overdraft protection, ACH, FirstCall® or Firsttrust Online Banking transfers to another account you have with us or to a third party), telephonic agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. In addition, each transfer through Mobile Banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. A fee will be imposed for each

transaction exceeding this limit (See the Commercial Banking Fee Schedule(s)). If you continue to exceed these limits, your Account may be converted to another account that permits unlimited check writing privileges and your Account may no longer earn interest.

17. Contact by Bank or Third-Party Vendor.

No Bank or third-party vendor employee, nor any company affiliated with either Bank or a third-party vendor, will contact you via e-mail or phone requesting your Identification Code or Password. If you are contacted by anyone requesting this information, do not respond, and please contact Bank immediately.

18. Use of Mobile Banking.

You may not copy (other than a single copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell or republish any of the Contents of Mobile Banking without the prior written consent of Bank, which may be withheld or withdrawn in Bank's sole discretion.

19. Links to Other Services.

Bank may establish links between Mobile Banking and one or more services operated by third parties. Bank has no control over any such other services or the contents therein. The existence of any such links shall not constitute an endorsement by Bank of such services, the contents of the services, or the operators of the services.

20. Submission to and from Mobile Banking.

Except where expressly indicated otherwise, Submissions and transmissions to and from Mobile Banking or directed to Bank, including e-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Bank. Please do not use e-mail to send Bank communications which contain personal or Account related confidential information, which Bank requires to be in writing, or which need Bank's immediate attention. Please call 800-220-BANK or write to Bank at the following address:

Firsttrust Bank
ATTN: Business Banking Mobile App Customer Service
1 Walnut Grove Drive
Horsham, PA 19044-2201

Any Submission or transmission to Mobile Banking, including e-mails, shall be deemed and remain the property of Bank. Bank shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided through Mobile Banking by a user of Mobile Banking.

VI. Domestic Wire Transfer Services

The Business Customer desires to engage Bank to provide domestic wire transfer ("Wire Transfer") services when such orders are submitted in accordance with this Agreement and any and all additional procedures or instructions provided by Bank to Business Customer. E-Mail and fax requests for Wire Transfers are not permitted. This Section VI applies only to domestic Wire Transfers.

If the Business Customer is a business entity, such as a corporation or partnership, this Agreement shall not be effective until the Bank is provided with a resolution or true copy of articles of formation indicating that the signatory hereto has the authority to enter into this Agreement on behalf of the Business Customer and to appoint the Authorized Person(s). Pursuant to this Agreement, the Bank shall, upon proper authorization, transfer funds from specific Account(s) with the Bank to other account(s) as directed, regardless of whether such other account(s) are those of the Business Customer or of third parties, in other domestic financial institutions.

AUTHORIZATION PROCEDURES AND REQUIREMENTS:

The following authorization procedures and requirements may be changed at the Bank's discretion upon written notice to the Business Customer.

- 1.** Only an Authorized Person may direct the Bank to execute the Wire Transfer. The Authorized Person must be identified on Exhibit A and provide to the Bank a code word or number as chosen by Business Customer and approved by Bank (or, alternatively, as assigned by Bank) for verification purposes.
- 2.** The Bank may, but is not obligated to, verify any requests for Wire Transfer received in any manner. This verification will be performed by telephoning an Authorized Person of the Business Customer, which may or may not be the same person who initiated the request. If the Bank decides to telephone an Authorized Person, the Bank will request the Authorized Person to provide the code word or number provided by the customer at the time the Agreement was signed or implement such other security procedures to verify the authenticity of the Wire Transfer request and the identity of the Authorized Person. The Bank shall have the right to delay the execution of a Wire Transfer pending completion of a callback, verification of code word or number or receipt of other form of verification, which is satisfactory to the Bank. If the Bank is unable to obtain verification acceptable to it, the Bank in its sole discretion may refuse to execute the Wire Transfer. In no event shall the Bank be liable for any delay in executing a transfer or for failure to execute a Wire Transfer due to the absence of verification acceptable to it.
- 3.** For the purposes of this Agreement, a Repetitive Transfer is defined as a Wire Transfer made on a recurring basis which involves the same Account number at Bank and the same bank and account number of the recipient of the Wire Transfer. The Authorized Person must provide this code word or number when presenting the Wire Transfer request to a Firsttrust Representative. If the code word or number is not provided, the Bank will not execute the request. The Bank reserves the right to selectively verify by telephonic confirmation any Repetitive Transfer in its discretion. In no event shall the Bank be liable for any delay in executing a Wire Transfer or for failure to execute a Wire Transfer due to the absence of verification acceptable to it.
- 4.** The Business Customer must maintain strict security over the designated code word(s) or number(s). The Business Customer is responsible for ensuring that the code word(s) or number(s) are known only to the Authorized Person(s) who is/are required to use same and will notify Bank of any compromise of the security of the code word(s) or number(s) so that Bank make take appropriate action. Losses which may result from unauthorized use of a code word or number are the responsibility of the Business Customer. The Bank reserves the right to change code words or numbers upon notice to the Business Customer.
- 5.** If the Business Customer elects to use security procedures other than those commercially reasonable security procedures offered by the Bank, then the Business Customer agrees to be bound by any and all Wire Transfers, whether or not authorized, issued in the Business Customer's name and accepted by the Bank in compliance with the security procedures chosen by the Business Customer.
- 6.** The Business Customer is obligated to provide the Bank with current lists of Authorized Persons, Repetitive Transfer information, and other instructions on such forms as the Bank requires. Any additions, changes or deletions shall be in writing and shall be signed by an Account Holder as recorded on the signature card for the Account(s) listed in Exhibit A. Bank may rely on existing information until it receives notice of any change. Such changes shall be effective upon the Business Day following the date of receipt by the Bank. Under special circumstances, in the Bank's discretion, deletions may be accepted from an Authorized Person via a telephone request and may be effective immediately. We may honor the authorizations and Repetitive Transfer information we have on file until we receive and have a reasonable opportunity to act on any revisions thereto.
- 7.** The Bank is authorized to electronically record telephone conversations between the Business Customer and/or an Authorized Person and the Bank. Such recorded telephone conversations shall constitute conclusive evidence of the Bank's authority to make such Wire Transfer.
- 8.** The Business Customer agrees that the Bank may, but is under no obligation to, honor any Wire Transfer request which exceeds the Business Customer's available balance with the Bank. Should the Bank create an overdraft in completing a Wire Transfer, Business Customer agrees to repay the Bank promptly upon demand, together with any and all overdraft fees, interest and charges that may be assessed against Business Customer's deposit Account.

9. The Bank shall be entitled to rely on any communication (verbal, written or electronic), instrument or document believed by it in good faith to be genuine and correct and to have been given, signed or sent by an Authorized Person, Administrator, or Business Customer. The Bank shall not be liable to the Business Customer for the consequences of such reliance.

10. If the Business Customer originates a Wire Transfer and identifies by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary or other party, the Bank and every receiving or beneficiary financial institution may rely on the identifying number to make payment. The Bank may rely on any such number even if it identifies a financial institution, person or account other than the one named, and Business Customer's obligation to pay to Bank the amount of the Wire Transfer plus any fees and charges will not be excused in such circumstances.

11. Compliance with Government Regulations.

The Bank is required to comply with government rules and regulations, including but not limited to, those pertaining to the prevention and detection of money laundering. To comply with such rules and regulations, the Bank may disclose required information pertaining to wire transfers to the Office of Foreign Assets Control or such other government entity as provided by applicable rules and regulations.

12. Hours of Operation.

The Bank will accept Wire Transfer requests between the hours posted on Bank's website or otherwise made available to Business Customer, including without limitation by posting in Bank's Branches. Any transfer request made before the cut-off time will be processed by the Bank on the same day, if that day is also a Business Day for the Bank's correspondent facility. Any transfer request received at or after the cut-off time may be processed on the Bank's next Business Day, if that day is also a Business Day for the Bank's correspondent facility.

13. Confirmation.

Confirmation of the execution of Wire Transfers will be sent to the Business Customer promptly. The Wire Transfer will also be recorded on the Business Customer's Account statement. The Business Customer must report any discrepancies within fourteen (14) calendar days of the date of the statement or confirmation, whichever is earlier. Otherwise, the statement or confirmation will be presumed to be correct and the Bank shall be relieved of any liability.

14. Other Provisions.

The terms and conditions in this Section VI are in addition to any credit agreement Business Customer has with us. This Agreement (including the Exhibits attached hereto which are incorporated herein by reference) is also subject to such administrative rules as the Bank may establish and disseminate from time to time governing its funds transfer services. Such rules may include, but shall not be limited to, time limits by which requests for same day transfers must be received, specific telephone numbers for various types of transfer requests, service charges, use of code or personal identification numbers, or other rules. Business Customer shall have no absolute right to cancel or amend a wire transfer after we have received Business Customer's instructions. We shall, when possible, make a reasonable effort to act on Business Customer's request for cancellation or amendment of a wire transfer prior to the time we execute such transfer, but we shall have no liability if such request for cancellation or amendment is not implemented.

15. Communication.

Telephonic orders and instructions shall be directed to 800-220-BANK. Telephone verifications by Bank to Business Customer shall be directed to the telephone number(s) designated in Exhibit A. Bank is not required to comply with a notice which is not received at a time and in a manner which afford Bank a reasonable opportunity to act on it before the Wire Transfer order is accepted.

16. Liability.

The Bank's duties and responsibilities are limited to those set forth in this Agreement. The Bank shall have no liability for Wire Transfers sent as directed which cannot be completed or which are retained or returned due to incorrect or incomplete information furnished by Business Customer. The Bank will use ordinary care in performing its obligations under this Agreement and shall not be responsible for any loss sustained by the Business Customer,

unless and to the extent such loss is caused by the Bank's gross negligence or intentional misconduct. The Bank's liability shall extend only to actual monetary damages resulting from the Bank's gross negligence or intentional misconduct, and shall not include consequential, special, indirect or punitive damages. Nothing in this Agreement shall be deemed an assumption by the Bank of any liability which the Business Customer may have or incur. Provided the Bank complies with the provisions of this Agreement, the Business Customer agrees to indemnify and hold the Bank harmless against any claim by a third party arising from or in connection with the Services provided under this Agreement. The Bank shall not be responsible for liability, loss or damage resulting from any delay in the performance of, or failure to perform, its responsibilities under this Agreement, which is caused by an act of God, fire or other catastrophe; electrical, telephonic or computer failure; delays or failure to act by the Bank's correspondent facility, the recipient bank, or by any carrier or agent operating for the Bank or the Business Customer; or, without limiting the generality of any of the foregoing, any other cause beyond the Bank's control.

17. Term.

Except as otherwise provided below, this Section VI shall remain in full force and effect until either party shall give five (5) days written notice of revocation to the other.

18. Business Customer's Default.

In the event that Business Customer breaches the terms of this Agreement, this Agreement may be terminated immediately by Bank without notice.

VII. International Wire Transfer Services

The Business Customer desires to engage Bank to provide international wire transfer ("International Wire Transfer") services when such orders are submitted in accordance with this Agreement and any and all additional procedures or instructions provided by Bank to Business Customer. E-Mail and fax requests for International Wire Transfers are not permitted.

Pursuant to this Agreement, the Bank shall, upon proper authorization, transfer funds from specific Account(s) with the Bank to other account(s) as directed by Business Customer, regardless of whether such other account(s) are those of the Business Customer or of third parties, in foreign financial institutions.

This Section VII applies only to International Wire Transfers and is in addition to and not in replacement of those pertaining to Domestic Wire Transfers contained in this Agreement, and such terms are hereby incorporated herein by reference as if set forth at length.

International Wire Transfers that Business Customer originates are converted into the currency of the receiving country at the exchange rate in effect at the time the transaction is ordered by Business Customer. In addition to the wire amount, Business Customer's Account will be charged transaction fees in accordance with the Fees and Charges section of this Agreement. If any International Wire Transaction is subsequently rejected or reversed for any reason, Business Customer's Account will be charged for this transaction at the exchange rate in effect at the time of such entry. Therefore, Business Customer's Account will be charged or credited for the difference in the exchange rates. Business Customer's Account also will be charged for any fees in accordance with this Agreement as well as fees charged by others involved in reversing the original transaction.

VIII. Night Depository Services

1. By accepting a night depository bag and/or accompanying keys from Bank and/or by using Bank's Night Depository Service described herein, Business Customer agrees to be bound by the terms of this Section VIII and acknowledges receipt of instructions pertaining to the use and operation of the night depository facility. Any and all night depository bags and keys remain the property of Bank and shall be returned to Bank upon termination of the Night Depository Services.

2. Each deposit placed in the night depository shall be securely contained in the bag(s) approved or supplied by Bank. If Business Customer has requested a lockable bag, it must be securely locked. No article or container other than the bag(s) approved or supplied by Bank shall be deposited in the night depository. The night

depository is to be used only for the deposit therein of cash, checks, drafts, and other like items. All deposits are subject to the rules and regulations of Bank governing such deposit Accounts. Bank does not insure the contents of the bag(s) in any manner. Business Customer is advised, if it so desires, to obtain its own insurance for the contents of the bag(s).

- 3.** Business Customer authorizes Bank, in addition to removing bag(s) deposited in the night depository facility, to perform the following services:
 - (a) To open the bag(s) and process the contents thereof on the first day on which Bank is open for business following the deposit of the bag(s) in the night depository facility;
 - (b) To credit Business Customer's Account(s) with the amount contained in the usual manner of processing deposits and subject to Bank's rules and regulations governing such Account(s);
 - (c) Business Customer expressly agrees to accept as final and conclusive the record of Bank as to what property, if any, of Business Customer was in the bag(s) when opened; and
 - (d) Collect bag rental fees in accordance with the then current rate.
- 4.** All deposits are accepted subject to verification. Bank reserves the right to make adjustments to Business Customer's Account(s) for computation or other errors. If Bank's count of the cash and other items differs from Business Customer's, Bank's count will be considered the correct one. Bank will inform Business Customer in the case of any discrepancies to such deposit.
- 5.** Business Customer shall enclose in the bag(s) for each deposit an itemized deposit slip with the Account number indicating the cash, checks, drafts, and other like items enclosed in the bag(s).
- 6.** If the bag(s) or any part of the equipment is lost, or if there are any defects or damage to the bag(s) or to the padlock pertaining hereto, Business Customer shall immediately notify Bank and the bag(s) shall be surrendered to Bank. Business Customer must pay for lost bag(s) and equipment.
- 7.** No keys or duplicates shall be used for opening the night depository except those supplied by Bank. Any loss of such keys shall be immediately reported to Bank. The cost of replacement shall be paid by Business Customer.
- 8.** You may deliver the bag(s) to the night depository facility at any hour of the day or night, whether or not Bank is open for business.
- 9.** In placing the bag(s) in the night depository, Business Customer shall take all such precautions as may be necessary and appropriate to ensure that the bag(s) leave(s) the receptacle and drops down the chute, and to prevent unauthorized persons from tampering with the night depository, including pulling back the door a second time, locking the depository, withdrawing the key and doing all such other and further things as may be necessary or appropriate for such purposes. No other temporary device can be used. Business Customer shall follow all instructions given by Bank. Bank shall not be liable for any loss or theft of items placed in the depository unless the loss or theft is the result of Bank's gross negligence. Bank reserves the right in its sole discretion to refuse to accept any bag which appears tampered with in any way, and Bank shall have no liability to Business Customer for such refusal to accept or process the bag or its contents.
- 10.** Upon discovery of an unusual condition or defect in the night depository equipment, Business Customer shall report such findings to Bank as soon as possible in order that the unusual condition or defect may be corrected.
- 11.** Business Customer designates Authorized Person(s) as its agent(s) for the purposes of placing the bag(s) in the night depository facility and retrieving from Bank the empty bag(s) and deposit receipt. Bank will deliver the empty bag(s) and deposit receipt only to such person(s) upon the establishment, to Bank's satisfaction, of that person's identity. Bank may deal with the Authorized Person(s) until Bank receives written notice to the contrary and has had a reasonable opportunity to implement any necessary changes.
- 12.** Business Customer agrees to pick up the empty bag(s) and deposit receipt therefor on the next Business Day following placement of the bag(s) in the night deposit facility.
- 13.** Until the bag(s) is/are opened by Business Customer, an Authorized Person, or an employee of Bank, Bank will be obligated to exercise only that degree of care toward the said bag(s) as required of it as a bailee of a gratuitous bailment. The relationships of debtor and creditor between Bank and Business Customer with respect to

the content, if cash, of the bag(s) is credited to the Account designated or, if checks, drafts, notes, or other instruments, Bank shall receive final payment on the Account thereof.

14. Upon termination of Night Depository Service, all equipment furnished hereunder shall be immediately returned to Bank or, if not returned, Business Customer shall reimburse Bank for the value thereof, as determined by Bank in its sole discretion.

15. Bank reserves the right to withdraw the night depository from use at any time without notice in case of emergency or need for repairs or any other reasons whatsoever, and shall not be liable for any loss resulting therefrom. Bank shall not be responsible or liable at any time for loss or damage resulting from the operation, safety or condition of the night depository or of any keys, locks, bags, or other equipment loaned, furnished, or approved for use in connection therewith.

16. In addition to the manner for amendment and/or termination set forth in Section I of this Agreement, the terms of this Section VIII may be amended or rescinded by Bank by posting any such amendments or notice of termination for at least five (5) Business Days in the lobby of Bank's Branch which Business Customer customarily uses for night depository services, and such amendments or termination shall be binding on Business Customer.

**FIRSTTRUST BANK
WIRE TRANSFER FORM - EXHIBIT A**

Effective Date: _____

- The following is a new set up
- The following Accounts/persons should be added to any existing information currently on file
- The following changes should be made to previous information on file
- The following replaces all previous requests on file
- The following is a blanket setup for all existing and new wire enabled Accounts of the stated Account Holder

AUTHORIZED ACCOUNTS: Please include all applicable Account titles and Account numbers. Attach additional pages if necessary.

Company Name:		
Account Title	Account Number	Online Wires

AUTHORIZED PERSONS Please list the names in the order you would like to be contacted.

Print Name	Primary Phone Number	Backup Phone Number (optional)	\$ Limit for each Wire Authorization	PIN Code (Firsttrust use only)

A Firsttrust Wire Room Representative will contact the Authorized Persons above to establish PIN Codes. Bank will call back individuals who are authorized to approve wires for verification before the wire can be released.

Signature of Account Holder	Phone Number
Print Name and Title:	
e-mail Address(es) for wire release notifications:	

Firsttrust Use Only

FSBA		PP ID	CB LOG

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Firsttrust Bank – Exhibit B
 Certification of Beneficial Owners of Legal Entities

Financial Institution Location:	Financial Institution Contact Person:	Contact Phone Number:
Name of Legal Entity for Which the Account is Being Opened:		Physical Address of Legal Entity:
Account Number:	CIF Number:	TIN/EIN Number:

GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be used to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes.

Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

If checked, business customer is exempt from Beneficial Ownership requirement.

Reason: _____

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners): Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and an individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution will also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

Name of Natural Person Opening Account:
Title of Natural Person Opening Account:

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and country of issuance, or other similar identification number	% Of Ownership
First Last Title		Street City, State & Zip		Number Country of Issuance	
First Last Title		Street City, State & Zip		Number Country of Issuance	
First Last Title		Street City, State & Zip		Number Country of Issuance	
First Last Title		Street City, State & Zip		Number Country of Issuance	

If checked, beneficial owner listing requirement is Not Applicable.
 Note: Even if no individual owns 25% or more of the legal entity the next section must be completed.

Provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under the ownership section above may also be listed in the section below).

Name/Title	Date of Birth	Address (Residential or Business Street Address)	<i>For U.S. Persons:</i> Social Security Number	<i>For Foreign Persons:</i> Passport Number and country of issuance, or other similar identification number
First		Street		Number
Last		City, State & Zip		Country of Issuance
Title				

I, _____ (name of natural person opening account), hereby certify, to the best of my, that the information provided above is true and correct.

I also agree that, if there is a change in the information provided above about the ownership or control of the legal entity, that I will promptly notify Firsttrust Bank of such change.

Signature: _____

Date:

For Institution Use Only:

	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
Owner 1	Driver's License or _____				
Owner 2	Driver's License or _____				
Owner 3	Driver's License or _____				
Owner 4	Driver's License or _____				
Control	Driver's License or _____				