Deposit Account Agreement

Effective July 13, 2023

To assist you, our Engagement Center will be available to answer questions. You can reach us at 800.711.BANK (2265) weekdays from 7:00 a.m. until 7:00 p.m. and on the weekends from 8:00 a.m. until 2:00 p.m. You are also welcome to chat live with us during those hours at fcbanking.com or email us any time at engage@fcbanking.com.

MEMBER FDIC

FIRST Commonwealth Bank
MEMBER FDIC

DEPOSIT ACCOUNT AGREEMENT

Welcome to First Commonwealth Bank – thank you for choosing us.

This Deposit Account Agreement ("Agreement" or "Account Agreement" is the contract that governs your Account(s) with us. Please read this Agreement and keep it for future reference. PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGE 13 through 16.

Whether you have a Personal Account or a Business Account, this document is the agreement between you and us (First Commonwealth Bank or "FCB"). By signing a signature card, submitting an online account application or electronically acknowledging this Agreement, or by using any deposit account services, you and any other person identified as an owner agree to the terms of this Agreement.

Other deposit products and services, such as Online Banking, Mobile Banking, Zelle® Payments, or retirement accounts, may have additional agreements. Not all products and services are offered at all locations.

You should also refer to certain other sections of this document:

- Electronic Funds Transfer Services Policy
- Funds Availability Policy
- Substitute Check Policy
- Privacy Notice

Contact Us

If you have questions or a problem with your account, we are here to work with you. Here is how you can reach us:

Engagement Center	800-711-BANK (2265)
Monday through Friday	*7:00 am – 7:00 pm*
Weekends	*8:00 am – 2:00 pm*
Email	engage@fcbanking.com
Chatting Live	"Live Chat" via fcbanking.com
Digital Banking	"Send us a message" feature in Online Banking via fcbanking.com or Mobile Banking via app
Website	fcbanking.com

In case of errors or questions about your Electronic Funds Transfer (EFT), or if you believe your ATM card or debit card has been lost or stolen, call us at 800-711-BANK (2265), or write:

Attn: Card Management
First Commonwealth Bank
P.O. Box 400
Indiana, PA 15701

To dispute information reported to a Consumer Reporting Agency, write:

Attn: Special Assets
First Commonwealth Bank
P.O. Box 400
Indiana, PA 15701

All other written communication:

Attn: Known Party (if known)
First Commonwealth Bank
P.O. Box 400
Indiana, PA 15701

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This Agreement

General Terms

This Agreement is the contract that governs your Account. It will help explain how your deposit account works. You may be provided other documents that govern your Account and related products and services. These documents are collectively referred to as the "Account Documents" and are a part of the Agreement for your Account. Please read them carefully and let us know if you have any questions. In this Agreement, "we," "us," "our" and "FCB" refer to First Commonwealth Bank; and "you" and "your" refer to each Account owner, authorized signer, and any other person authorized to operate your Account.

This agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the Agreement will control. Any variations to this Agreement must be acknowledged by us in writing.

If we notify you that the terms of your Account have changed, and you continue to have your Account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure(s) or in another document.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or Overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and can be deducted directly from the Account whenever sufficient funds are available. 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.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute.

Your Personal Information

We will treat personal information about you and your Account in accordance with the First Commonwealth Bank *Privacy Notice*.

Key Account Terms

Account: Any First Commonwealth Bank checking, savings, money market or time deposit account that is subject to this Account Agreement, including the products and services currently listed in our Schedule of Service Fees.

Account Hold: An amount of funds that is not available for withdrawal due to delayed funds availability, a court order or other reasons. An Account Hold may be placed for more than your Account balance.

Automated Teller Machine (ATM): An electronic telecommunications device that enables you to perform cash withdrawals, deposits, transfer funds, or obtain Account information, at any time and without direct interaction with bank staff.

Automated Clearing House (ACH): An electronic withdrawal or transfer from, or deposit to, your Account that we send or receive through the Automated Clearing House network.

Business Account: Any Account that is not a Personal Account, including any Account that we offer from time to time primarily to businesses, public entities, commercial and non-profit enterprises, corporations, organizations, partnerships, limited liability companies, sole proprietors and associations.

Business Day: Every day except Saturdays, Sundays, and federal holidays. Some community offices may close on a Business Day due to an emergency or to observe a state holiday.

Channel: The method in which you make a deposit, withdrawal or transact with us.

Check: A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. A Check that is sent or returned as an electronic image or as a "substitute check" (see **Check 21** below) also is considered a Check.

Debit Card Transaction: Any purchase or bill payment using your debit card. Debit Card Transactions may be everyday debit card (not recurring) transactions or recurring payment transactions such as monthly bill payments.

Direct Deposit: An automated electronic deposit initiated by a business directly into your Account through the ACH network.

Endorsement: An Endorsement is a signature, stamp or other mark on a Check to cash, deposit or negotiate the Check, or to transfer the Check to another person.

Item: Any order, instruction, or authorization to withdraw or pay funds or money from or to your Account. Examples include a Check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ATM withdrawal, teller withdrawal, debit card purchase, and fee. When any of these Items is presented multiple times (represented), as described in the section below titled **Resubmitted/Represented Debits**, the Item may be treated as a separate Item each time it is represented.

One-Time Debit Card Transaction: These are individual Debit Card Transactions rather than Debit Card Transactions that you schedule in advance to repeat at substantially regular intervals, such as to make monthly bill payments. One-Time Debit Card Transactions include all One-Time Debit Card Transactions, whether the debit card is used, for example, at point-of-sale, in an online transaction, or in a telephone transaction. They are also called "**everyday Debit card transactions**."

Pending Payment: Any transaction presented that has not settled for final payment.

Personal Account: An Account that we classify from time to time as personal and offer primarily to consumers for personal, family or household purposes.

Personal Identification Number (PIN): A four-digit personal identification number you select for your debit card or ATM card. All ATMs require a PIN when you use an ATM card, and some merchants require a PIN when you use a debit card.

Real-time Electronic Payments: Electronic/digital payment solutions that enable the real-time or immediate clearing of transactions and crediting of funds to the payee's account and subsequent confirmation to the payer.

Opening Your Account

To open and maintain your Account, you must complete the proper forms and provide us with any other documents, information or Items that we may require to establish or maintain an Account with us. You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. These requirements include acceptable forms of identification, your government issued identification number, and any required minimum deposit. If you open a Business Account with us, you must certify the adoption of resolutions acceptable to us that authorize us to transact business with your designated representative(s) and must attest to beneficial ownership of your business as required by law. Other document requirement(s) may apply based on the type of Account being opened. If these Items are not provided within a reasonable period of time, we may close your Account.

Deposits

Receipt and Processing

When you make a non-cash deposit to your Account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability Policy.** All deposit receipts are issued subject to our count and verification of the Items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposit.

Account Adjustments: We reserve the right to make adjustments to your Account to reflect corrections or changes to your Account balance. Adjustments might occur, by way of example and not limitation, if deposits or withdrawals are posted for the wrong amount or to the wrong Account, if you are subject to income tax back-up withholding tax but the appropriate amount was not withheld, or if deposits are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

Foreign Currency: Deposits received in a foreign currency, whether by Check, wire-transfer, or otherwise, must be converted to U.S. dollars prior to being deposited into your Account. FCB will convert your funds at an exchange rate established by FCB on the Business Day when such exchange is processed. Currency exchange rates are determined at our sole discretion based on factors such as market conditions and risk, economic and business factors. The exchange rate is an all-in rate which includes our profit, fees, costs, and charges. Currency exchange rates will be applied to these deposits without notice to you. You agree to this procedure and accept our determination of the currency exchange rates.

Foreign currency conversions can take time and exchange rates fluctuate at times significantly. You acknowledge and accept all risk that may result from such fluctuations. Your transaction is a retail transaction. Retail foreign exchange conversion rates are different from the wholesale exchange rates for large transactions between two banks as may be reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other banks or shown at other sources (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from the rate paid by FCB to acquire the underlying currency. The exchange rate may also be different from a rate offered by FCB to a different customer, at a different time, for a different transaction amount, or in a different payment Channel (Checks, wire-transfers, etc.).

FCB sometimes relies on other financial institutions in the conversion process. In this event, the conversion will be in accordance with the policies and procedures of that bank and the funds will be converted at the exchange rate determined by that bank. Any fees or charges assessed by that bank will be passed on to you. Your final credit will be adjusted to reflect that final exchange rate less all fees or charges.

Foreign Checks: Checks and other Items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars, may require special funds collection processing by us. As a result, funds availability may be delayed. If you deposit such an Item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the Item.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability Policy**.)

Night Depository: If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to Accounts held at FCB.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us. Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a "bailee" until the point:
    - when we open the container and inventory its contents (if that is what we are asked to do); or
    - when you sign the receipt for or take custody of the container (if we do not open the container).

Cutoff Time: A deposit made after our daily cutoff time on a Business Day, or on a day we are not open for all forms of business, will be considered deposited on the next full Business Day. (Refer to our **Funds Availability Policy** for cutoff time description.) The cutoff time applies to all Accounts (savings, certificate of deposits, payments, etc.), not just checking Accounts.

Endorsement: If you make a deposit to an Account and you fail to endorse the Item, we may add an Endorsement on any Item and you will be responsible for the Item as if you endorsed it yourself.

Our Right to Refuse Deposits: We can refuse to accept any Item or other type of deposit, for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an Item for "collection" instead of deposit. We may also decline to accept a large cash deposit or require you to make such a deposit at a location and time of our choosing. See also **Check Deposit Refusal** below.

Checks

Post-Dated Checks: We are not responsible to you if we pay a Check before its date, even if we have noticed that it is post-dated. If we, at our option, pay a Check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOPPING PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

Stale-Dated Checks: A "stale-dated" Check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a Check brought to us ("presented") more than six months after its date. If you do not want us to pay a stale-dated Check, you must place a stop payment order on the Check.

Check Legends: We are not required to honor any legends or memos you put on your Checks, even if we are aware of them. By a "legend" or "memo" we mean a message, such as "not valid for more than $50.00" or "do not pay more than ten days after date" or "paid in full".

Check Deposit Refusal: Without limiting our general right to refuse deposits, we reserve the right to refuse deposits of Checks for any of the following reasons:

1. All the Check payees are not listed on the Account;
2. Checks payable to a business and the business name is not listed on the Account. (Checks payable to a business must be deposited into an Account that includes the name of the business on the associated Account);
3. Improperly endorsed (for example, signed by a person other than the named payee);
4. Restrictive wording (on the deposited Item);
5. Post-dated by more than one Business Day;
6. No date or incomplete date;
7. Altered in any way;
8. Photocopy of Item;
9. Not signed by maker/payor;
10. Traveler's Check with different counter signature;
11. Drawn on a foreign bank;
12. Missing the numeric amount and/or the written amount;
13. Numeric amount and written amount do not match;
14. No payee listed;
15. Federal tax refund Checks not endorsed by payee or payees; and
16. Any other instrument that is not a negotiable instrument.

Endorsement Standards

The payee of a Check (the person to whom a Check is payable) must sign (endorse) the Check. You must endorse Checks in the area that extends to 1 ½ inches from the trailing edge of the back of the Check. You must also confine information that you place or have preprinted on the back of your Checks to the same area. Otherwise, it may overlap into the area reserved for the bank's Endorsement. The trailing edge is the left side of the Check when you look at it from the front.

If you endorse a Check outside of that area, mark or otherwise obscure the other area or a prior Endorsement or make an Endorsement that is illegal or incomplete, we may refuse the Item or we may accept such nonconforming Endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a Check due to material entered on the back of the Check that obscured or interfered with the depository or another bank's Endorsement.

If you deposit Items which bear the Endorsement of more than one person or of persons who are not signers on the Account, we may refuse the Item or may require you to have their Endorsement guaranteed before we accept an Item. We may accept for deposit Checks payable to any signer on your Accounts when endorsed by any other signer.

Check 21

Check processing is getting faster as banks begin to process Checks "electronically." We are required by law to provide the notice in the following section **("Substitute Checks and Your Rights"),** which explains the differences between your original Check (which might not be returned to you by us) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original Check was still available.

Substitute Checks and Your Rights

What is a substitute check?

To make Check processing faster, federal law permits banks to replace original Checks with "substitute checks". Substitute 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 the 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 the substitute check as proof of payment just like the original Check.

Some or all of the Checks that we return to you may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original Checks, photocopies of original Checks, or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to $2,500.00 of your refund (plus interest, if your Account earns interest) within ten Business Days after we received your claim and the remainder of your refund (plus interest, if your Account earns interest) not later than 45 calendar days after we received your claim.

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

How do I make a claim for a refund?
If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please call First Commonwealth Bank (see first page for phone numbers) or write to us at **First Commonwealth Bank, P.O. Box 400, Indiana, PA 15701.** You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extenuating circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or information to help us identify the substitute check, such as the check number, the name of the person to whom you wrote the check, and the amount of the check.

Returned Deposited and Cashed Items

The funds you deposit to your Account are subject to normal collection processes even after we make the funds available to you for withdrawal. If we do not collect the funds, or we need to return an Item as unpaid, your deposit will be reversed and become your responsibility. These are called "**Returned Items**", and they will be charged back to your Account and a Return Item notice will be mailed or otherwise sent to the primary Account address on file.

Items you deposit may be returned unpaid for many reasons, but here are some examples:

- The amount of a Check you deposit is recorded incorrectly to your Account. The person who wrote the Check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- A Check you deposit has been altered, either with a change in the amount of the Check or a change in the payee. The person who wrote the Check notices the alteration and reports it to their bank, who reports it to us. We generally will be required to reverse your deposit and send the funds back to the Check writer's bank.
- A Check you deposit has a forged signature, such as the signature of the owner of the account on which the Check was written or a signature on the back of the Check. When the account owner notices the forged signature and tells their bank, we may be required to reverse your deposit and send the Check funds back to the other bank.
- You cash a third party Check with us and take cash back from a deposit, or we simply cash the Check and don't deposit any of the funds, and that Check "bounces" (is returned to us unpaid).
- An ACH credit is made to your account but the person whose account was charged for that ACH transaction tells their bank that the charge was not authorized.

In addition, if you cash a Check and it "bounces" (it is returned to us unpaid), we can take the money from your Account to reimburse us for the Check and you will have to collect it through any other ways available to you.

In all of these cases and in any other case in which an Item you deposit is returned unpaid, we will charge you a Returned Item fee and mail or otherwise send a Return Item notice to the primary Account address in our records. In addition, in some cases a returned Item can result in you being charged both a Returned Item fee and one or more Overdraft Fees and Non-Sufficient Funds Fees. Here is how that can happen: Suppose you deposit an Item and then withdraw or transfer all or a portion of the funds from that deposited before the Item is returned unpaid. If the return of the Item causes your Account to be Overdrawn (defined below), we will charge you Non-Sufficient Funds Fee. If the Overdrawing of your Account also means that your Available Balance (defined below) is too low to pay another Item in full, we may charge you an Overdraft Fee if we pay that Item anyway or a Non-Sufficient Funds Fee if we choose in our discretion not to pay that Item. See **ATM and One-Time Debit Card Transactions** below for limits on Overdraft Fees.

Copies of Documents

We do not typically keep the original paper documents (like deposit slips) associated with your Account for a long time. We image most of the documents and destroy the paper originals. You agree that such images will be sufficient for all purposes.

See the section titled **Check 21.** To facilitate Check imaging and electronic Check collection, it is important that you take care with the transactions you create on paper. When completing a Check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. (See the section on **Endorsement Standards**.)

You agree to reimburse us for any losses and costs we incur as a result of a poor Check image caused by a deficiency in the written Check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor Check image caused by a deficiency in the written Check that you accepted and deposited as the payee.

Withdrawals

Methods and Limitations

You may withdraw money from your Account in different ways, as permitted for each type of Account. If you make withdrawals by Check, the Check must be properly completed and signed by you or your representative whose authority is on file with us. If your Account is a joint Account, we may honor a Check that is signed by any joint Account owner.

Checking: Your Account may be debited on the day an Item is presented for electronic or other means, or at any earlier time based on notification received by us that an Item drawn on your Account has been deposited for collection in another institution. We are required to permit a withdrawal only if the Available Balance of your Account is high enough to pay the whole amount of the withdrawal. A determination of your Account's Available Balance for purposes of making a decision to dishonor or pay an Item may be made at any time between the receipt of such presentment or notice and the time of payment or return of the Item unpaid, and no more than one such determination need be made.

We are not responsible for delays or losses that result from improper printing on Checks or other Account documents that you obtain through someone other than us. We may refuse to accept for deposit or pay any Check that we cannot process or photograph using our customary equipment. You must protect your Checks and access devices from theft and unauthorized use and write Checks that prevent someone else from altering them without your authorization. You must notify us immediately if you become aware that Checks, access devices, Account documents or statements have been lost or stolen. If you fail to secure

your Checks, Account documentation, access codes or devices, we are not responsible for any losses that may result unless required by regulation.

We reserve the right to require seven (7) days prior notice of any transfer from a money market checking account (Negotiable Order of Withdrawal), whether made in person, by Check, by telephone or by preauthorized transfer or withdrawal. You may be assessed an Excessive Transaction Fee for excessive withdrawals during a statement cycle.

Savings: Savings Accounts have no Check-writing privileges unless we specifically authorize you to write Checks on your Account. On savings Accounts, you may withdraw money in person at our community offices, arrange for preauthorized transfers and withdrawals, and if your savings Account has Check-writing privileges, write Checks.

We reserve the right to require seven (7) days prior written notice of any intended withdrawal, whether made in person, by Check, by telephone or by preauthorized transfer or withdrawal. You may be assessed an Excessive Transaction Fee for excessive withdrawals during a statement cycle.

Time (Certificates of Deposit): When you open a time Account, you are agreeing to keep your funds on deposit with us in that Account until the maturity date. We are not required to allow you to withdraw any or all of the funds in the Account until the maturity date. If we do allow a withdrawal, we may require you to withdraw the full balance in the Account and pay an early withdrawal penalty.

Retirement: Most of the restrictions on withdrawals described above will apply to retirement Accounts. Certain other restrictions apply. Refer to the documents governing your retirement Accounts for a complete description of these restrictions.

If we exercise our right to require prior notice of withdrawal, we can refuse to allow any withdrawal for which prior notice was not given. This means that we can refuse to pay Checks written against the Account and we are not liable to you for wrongful dishonor, for failure to release your funds or for any other reason.

We may subtract from your balance the amount of any Check or other Item that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that is acceptable to us before processing the transaction. If Check writing is not an available feature of your Account, we will not issue you Checks, and you are not permitted to write Checks drawn on your Account and we will not pay these Checks.

Review of Checks and Signatures

The Check payment processing is automated. While we inspect some Checks, you agree that reasonable commercial standards do not require us to do so. If we return a Check unpaid because we believe it does not match your signature on file with us, we are not liable to you even if you authorized the Check. If the numeric amount on the Check does not match the amount written in words, we may select either when paying it.

We have no duty to discover, observe or comply with incomplete, future-dated, stale-dated or conditioned Checks (Void after or Valid only). We have no duty to prevent a Check from being presented for payment multiple times.

Multiple Signature Requirements

We are not required to comply with any multiple-signature requirement, either on Personal Accounts or Business Accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so.

Facsimile Signatures

We may pay a Check bearing any form of computer-generated or facsimile signature. If you use a computer-generated or facsimile signature, or provide a signature card authorizing any such signature, you will be solely responsible for any Check bearing a similar signature, regardless of your negligence or whether the signature was the same one you used previously.

Check Cashing

If you or a person, who is not our depositor, attempts to cash your Check at any of our community offices, we may require identification before processing. We may refuse the check cashing request if you or someone cashing your Check does not agree with the request or the Check appears altered or fraudulent.

Cash Withdrawals

We may place reasonable restrictions on when you make any large cash withdrawal, particularly if we believe the withdrawal is fraudulent or poses security risks. We may require you to sign a document releasing us from any liability if you leave our financial center and are robbed or assaulted. We may refuse the withdrawal request if you or someone cashing your Check does not agree with these restrictions.

Posting Order

We may pay or decline to pay any Item if your Available Balance is too low to pay the Item in full or if it is presented when your Account already has a negative balance. We will decline any requested ATM withdrawal unless your Available Balance at the time is equal to or more than the amount of the withdrawal request. However, if an ATM is offline, we may authorize an ATM withdrawal amount in excess of your Available Balance. We look at your balance only once to decide if an Item would cause an overdraft.

We generally post deposits and withdrawals to your Account each Business Day in the following sequence:

1. Deposits and other credits to your Account.
2. Wire transfers, money sent instantly through Zelle® and real-time electronic payments in the order of lowest dollar amount to highest on the day they are processed.
3. Over-the-counter withdrawals, ATM and everyday Debit card transactions, and telephone and Voice Response initiated transactions in the order of lowest dollar amount to highest on the day they are processed.
4. ACH debit Items, posting non-serial number ACH transactions in the order of lowest dollar amount to highest followed by serial number ACH transactions in serial number order on the day they are processed.
5. Online Banking and Mobile Banking transfers in the order of lowest dollar amount to highest on the day they are processed.
6. Paper Checks cashed or deposited at our Bank, posting non-serial number Checks in the order of lowest dollar amount to highest followed by serial number Check transactions in serial number order on the day they are processed. Paper Checks, cashed or deposited at another financial institution, posting non-serial number check transactions in the order of lowest dollar amount to highest followed by serial number check transactions in serial number order on the day they are processed.
7. Fees are assessed.

Please note: Paper Checks that are converted to digital Items are presented as ACH Items and will post in accordance with the ACH posting rules.

We will post debit card purchases when we receive notice of the transaction from the merchant. The date we receive notice of a transaction may differ from the date shown on your receipt.

We have arranged the posting order so as to minimize the total Overdraft Fees and Non-Sufficient Funds Fees that you might have to pay, but there may be instances where the order in which we process these withdrawals may affect the total amount of Overdraft Fees and Non-Sufficient Funds Fees charged to your Account. That could happen, for example, if a large wire transfer is made from your Account and decreases the Available Balance for ACH debits made on the same Business Day (because wire transfers are processed before ACH debits).

Stopping Payments

You may stop payment on a Check, telephone, and preauthorized transfers. You must inform us of the exact amount of the Item, the number of the Check, the date of the Check and the Account number within such time to allow us reasonable opportunity to act on the request prior to payment. A written or oral stop payment request on a Check is effective for six (6) months from the date of receipt by us. A written or oral stop payment request on a recurring preauthorized transfer stops payment of all recurring preauthorized transfers in the same series. A written or oral stop payment on a one-time preauthorized transfer remains in effect until the Item is returned as stopped. Refer to the Schedule of Service Fees for stop payment fee details.

Stop payment Items are identified and processed by computer. Unless the amount of the Check (or other withdrawal or transfer request) and other information are reported absolutely accurately, we cannot assure you that the Item will not be paid. We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. If we stop payment, you agree to defend and pay any claims against us for our refusal to pay the Check or other Item on which you stopped payment.

If you have a Business Account and we inadvertently pay a stop payment Item after you have requested us not to, and if you have made your request in time for us to process it, we will pay you only the amount of loss up to the face amount of the transaction. If we recredit your Account, you agree to sign a statement describing the dispute you have with the person to whom the Item was made payable. You agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the Item and to cooperate with us in any legal action taken to collect against the other person(s).

If you have a Personal Account and you order us to stop payment of an electronic funds transfer 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Overdrafts/Returns, Overdraft Fees, Overdraft Protection

Overdrafts and Overdrawn Accounts

When the Available Balance (defined below) of your Account is less than $0, your Account is "Overdrawn." An Overdrawn Account may result from (1) our payment of Checks, electronic fund transfers, ACH transfers, or other Items; (2) the return, unpaid of a Check, ACH credit to your Account, or similar Item that you or another person deposited into your Account; (3) our assessment of a fee to your Account; or (4) your deposit of Checks or other Items that, according to our Funds Availability Policy, are not yet available for withdrawal.

An "Overdraft" occurs when your Available Balance is too low to pay the Item in full, but we pay (or cover) it anyway. An Overdraft may occur if paying an Item causes your Account to be Overdrawn or if we pay an Item even though your Account is already Overdrawn.

We use the Available Balance method to determine whether your Account is Overdrawn or would be Overdrawn if we were to pay an Item. Importantly, your Available Balance may not be the same as your Account's Current Balance. This means an Overdraft could occur regardless of your Account's Actual Balance.

If the Available Balance of your Account is too low to pay an Item in full, we may pay the Item and create an Overdraft, or we may return the Item unpaid. In either case, we may assess, and you agree to pay, these fees:

- If we pay the Item, an Overdraft Fee.
- If we return the Item unpaid, a Non-Sufficient Funds Fee (even if we later decide to pay that Item when it is represented after we initially decided to return it unpaid).

Payment of Items and Overdrafts. Our decision of whether to pay or not pay an Item charged to your Account is based on your Available Balance, the amount of the Item, and other considerations. You should be aware that the order in which we post items to your Account may increase the Overdraft Fees or Non-Sufficient Funds Fees you have to pay if your Available Balance is too low to pay the item in full when it is posted to your Account. See **Posting Order,** above. We will never charge an Overdraft Fee *for paying* an ATM or One-Time Debit Card Transaction unless you have given us your consent to pay the Overdraft and impose that fee as described in **ATM and One-Time Debit Card Transactions** below. In addition, for all ATM and Debit Card Transactions we do not charge any Overdraft Fee or Non-Sufficient Funds Fee if your Available Balance was sufficient to pay the transaction in full at the time we authorized it, regardless of your Available Balance at the time the transaction is posted to your Account.

If the Available Balance of your Account is too low to pay an Item in full when it is posted to your Account, including if the Item is posted when your Account is already Overdrawn, we will decide in our discretion whether to pay that Item and create an Overdraft or to return it unpaid based on our **Standard Overdraft Practices** (described below). However, if you are using our Overdraft Protection services we will pay the Item rather than returning it unpaid if you have sufficient available funds in your linked account and otherwise satisfy the conditions outlined in **Overdraft Protection** below. Even if we choose to pay one or more Overdrafts, we are not obligated to pay any future Overdrafts. When we determine whether payment of an Item will create an Overdraft, we may determine the Available Balance of your Account at any time between the time we receive the Item and the deadline for us to take action on the Item. We are not required to determine the Available Balance of your Account more than one (1) time during this period.

Standard Overdraft Practices. We have Standard Overdraft Practices for all Personal Accounts. With our Standard Overdraft Practices, we authorize and pay Overdrafts for Checks, other transactions using your Account number, automatic bill payments, and represented Items (see **Resubmitted/ Represented Items** below). Whenever we pay an Overdraft, we charge you an Overdraft Fee for each Item. However, we do not authorize and pay Overdrafts for ATM transactions or One-Time Debit Card Transactions unless you authorize us to by "opting-in." See **ATM and One-time Debit Card Transactions** below.

We pay Overdrafts in our discretion, which means that we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an Overdraft, we will return the Item unpaid and charge you a Non-Sufficient Funds Fee.

You must immediately pay the amount of any Overdraft along with any fees that apply. Or, if we do not pay the Overdraft and instead return the Item unpaid,

you must immediately deposit funds to your Account so that it is no longer Overdrawn and must pay the Non-Sufficient Funds Fee we charge you. If you do not, you may be charged additional fees or interest. We also may report you to consumer reporting agencies, close your Account, or both. This could affect your ability to open Accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your Account to pay any Overdraft and applicable fees. Subsequent deposits include any federal or state benefit payments that you chose to deposit in any Account, including Social Security benefits. You understand and agree that if you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefit.

You agree to pay all costs and expenses we incur in collecting any Overdraft. We may pursue collection of the amount you owe, including filing suit against you, at any time.

We will never charge you more than a combined total of four (4) Overdraft Fees and Non-Sufficient Funds Fees in any single Business Day. In addition, we will not charge any Overdraft Fee on any single Business Day if your total Overdrafts incurred on that Business Day do not cause your Account to have a negative balance of more than $5. However, whenever your Account balance (based on your Available Balance) is negative by more than $5 for five (5) consecutive calendar days, we will charge you a Continuous Overdraft Fee in the amount disclosed in our Schedule of Fees beginning on that 5th calendar day and for each business day thereafter that your Account balance is negative by more than $5.

Understanding Your Account Balance; Avoiding Overdraft Fees and Non-Sufficient Funds Fees. Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, Online Banking, by phone, at an ATM owned by us, or coming into one of our community office locations.

The Difference Between your Available Balance and Your Current Balance. Your Account has a Current Balance and an Available Balance.

We use your "**Available Balance**" to determine whether a transaction will cause your Account to be Overdrawn or if the transaction is being presented to us when your Account is already Overdrawn. We also use your Available Balance to decide whether we will pay or return unpaid a Check or other Item that causes your Account to be Overdrawn or that is presented to us when your Account is already Overdrawn. Importantly, your Available Balance may not be the same as your Account's "Current Balance," as explained below. This means a transaction could Overdraw your Account regardless of your Account's Current Balance.

As the name implies, your "**Available Balance**" is calculated based on the money "available" in your Account to make payments. In other words, the Available Balance takes transactions that have been authorized, but not yet settled, and subtracts them from the Current Balance. In addition, when calculating your Available Balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the Current Balance. For more information on how holds placed on funds in your Account can impact your Available Balance, read the section titled **A Temporary Debit Authorization Hold Affects Your Account Balance**. Your Available Balance also does not include funds that are not available for withdrawal as described in our **Funds Availability Policy**. This means that your Available Balance is reduced by all of these amounts. It also means that your Available Balance will often be lower than your Current Balance. On the other hand, your Available Balance is not reduced for scheduled bill payments or Checks that you have written that have not yet been processed for payment.

Your Account's "**Current Balance**" only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your Account. The Current Balance does not include outstanding transactions (such as, for example, Checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the Current Balance for your Account as of the statement date.

Overdraft Protection. Overdraft Protection services allow you to link a savings, money market, checking, or line of credit Account, or a combination of such Accounts at one time ("**linked account(s)**"), to your checking or money market Account ("**recipient account**") to help avoid overdrawing your Account or having an Item returned unpaid. If you want the Overdraft Protection service, you must sign up for it and be approved, and must designate which of your Accounts or your line of credit account, if applicable, will be a linked account for purposes of the service. Linked account services will be initiated **before** application of the special rules for ATM and everyday Debit card transactions.

For purposes of the Overdraft Protection service, "**available funds**" means the Available Balance of your linked account if it is a savings, money market or checking account, or your available credit if your linked account is a line of credit. If the Available Balance of your recipient account is too low to pay the Item in full, we will use the available funds from your linked account(s) to authorize and pay Items. Any owner of both Accounts may initiate Overdraft Protection services without the consent of other owners. Any owner of either Account may cancel Overdraft Protection services without the consent of others. We may cancel your Overdraft Protection service at any time. Your request to add or cancel Overdraft Protection services will become effective within a reasonable time after approval.

You do not have to opt-in to payment of ATM and One-Time Debit Card Transactions in order to take advantage of Overdraft Protection, but your opt-in choice will determine what Items will be paid through Overdraft Protection. <u>If you do not opt-in or you opt-out after having opted-in</u>, then:

- If an ATM or One-Time Debit Card Transaction would cause an Overdraft:
  - if we authorize it, **and** the available funds in your linked account is high enough to pay the ATM or One-Time Debit Card Transaction, we will transfer available funds from your linked account to pay the transaction and charge you an Automated Account to Account Transfer of Funds for Overdraft Protection Sweep Fee (Sweep Transaction Fee) in the amount disclosed on our Schedule of Fees.
- If an ATM or One-Time Debit Card Transaction, would cause an Overdraft:
  - **and** the available funds in your linked account is **not** high enough to pay **all** Items without causing an Overdraft, we will transfer available funds from your linked account and charge you a Sweep Transaction Fee in the amount disclosed on our Schedule of Fees.
    - If we authorized the ATM or One-Time Debit Card Transaction, we will pay the transaction and not charge you an Overdraft or Non-Sufficient Funds Fee.
- If any Item, other than an ATM or One-Time Debit Card Transaction, would cause an Overdraft:
  - if we paid it, **and** the available funds in your linked account is high enough to pay the Item without causing an Overdraft, we will transfer available funds from your linked account to pay the Item and charge you a Sweep Transaction Fee in the amount disclosed on our Schedule of Fees.
- If any Item, other than an ATM or One-Time Debit Card Transaction, would cause an Overdraft:
  - **and** the available funds in your linked account is **not** high enough to pay **all** Items without causing an Overdraft, we will transfer available funds from your linked account and charge you a Sweep Transaction Fee in the amount disclosed on our Schedule of Fees. In addition,
    - if we pay the Item causing an Overdraft, we will charge you an Overdraft Fee; and
    - if we return the Item, we will charge you a Non-Sufficient Funds Fee.

We will make no more than one Overdraft Protection service transfer per linked account per Business Day and charge no more than one Sweep Transaction Fee per linked account on that Business Day. The transfer(s) will appear on your periodic statement for the applicable linked account(s).

Whenever we transfer funds from your linked account to avoid an Overdraft, the transfer amount will include any applicable Sweep Transaction Fee and funds to cover presented Items, but funds no greater in amount than to bring the Available Balance of your Account to $0. If you do not have enough available funds in your linked account(s) to pay all Items without creating an Overdraft, but you have enough available funds to pay one or more Items and/or your previous day's negative balance, we will transfer all available amounts from you linked account(s). If the transferred amount does not bring your recipient account Available Balance to zero, your recipient account will become Overdrawn and you may be assessed Non-Sufficient Funds or Overdraft Fees (depending on whether we return the Item unpaid or pay the Item). If we authorize your transaction, we will leave the funds in your linked account(s) until we pay the Item, which may take several days. However, if you use those funds before the Item is paid there will not be available funds to make the transfer and your recipient account may become Overdrawn and you may be assessed an Overdraft Fee, except that we will never charge an Overdraft Fee *for paying* any ATM and everyday Debit card transaction unless you have opted-in as provided below in "**ATM and One-Time Debit Card Transactions**". The available balance for a linked account is determined at the time we authorize a transaction or at the end of Business Day processing. We are not required to notify you if funds from the linked account(s) cannot be transferred per the Overdraft Protection service.

ATM and One-Time Debit Card Transactions. Unless you have given your consent (opted-in), we never charge an Overdraft Fee if we pay an ATM or One-Time Debit Card Transaction when your Available Balance is too low to pay that transaction. If you want us to authorize and pay Overdrafts on ATM and One-Time Debit Card Transactions, call (800) 711-2265, visit any of our community offices, or complete the election form on "What You Need to Know About Overdrafts and Overdraft Fees" and mail it to us as explained in that disclosure. After you provide this authorization, we may in our discretion pay Overdrafts on your ATM and One-Time Debit Card Transactions. If we do, we also will charge you an Overdraft Fee for each Item that we pay. You may revoke this authorization at any time by calling us or stopping by any of our community offices as described above.

Resubmitted/Represented Items. It is possible for any Check, ATM or Debit Card Transaction, ACH charge to your Account, any bill payment from your Account, and any other transaction intended to withdraw or debit funds from your Account (except wire transfers from your Account) to be submitted against your Account for payment more than once ("represented") if the Item was returned by us unpaid because your Available Balance was too low to pay the Item in full. Any of these Items, if previously returned unpaid by us, may be presented against your Account multiple times. The Item may be presented in its original form, e.g. Check, or be converted to an ACH when represented against your Account. Each represented Item is treated as a separate Item, with the result that the Item can result in multiple Non-Sufficient Funds Fees, or one Overdraft Fee (if we chose to pay the represented Item) and one or more Non-Sufficient Funds Fees for each prior time we returned the Item unpaid.

We also cannot control the number of times that any Item may be represented, so long as the person presenting that Item is complying with applicable laws and ACH rules. We therefore have implemented the following procedures so as to minimize your Non-Sufficient Funds Fees for represented Items. We will not assess a Non-Sufficient Funds Fee for a represented Item if:

- A represented Check has the same Check number, account number and amount of a Check that was previously returned unpaid due to insufficient funds in the account on which the Check was written, and that represented Check is presented in accordance with Uniform Commercial Code, or an
- An ACH presented for payment includes either a "RETRY PYMT" or "REDEPCHECK" entry description in accordance with NACHA rules.

Fees assessed during night processing on transactions that meet the criteria disclosed above will be reversed and a memo credit, increasing your Available Balance, will be applied to the Account prior to office opening the next Business Day.

However, if the represented Item does not satisfy the above criteria, our systems will be unable to identify the Item as a represented Item. That could happen, for example, if a Check that was previously returned unpaid is converted to an ACH transaction and then submitted for payment. In these cases, this means that you may be charged multiple Non-Sufficient Funds Fees for representments of the same Item, or one or more Non-Sufficient Fund Fees and an Overdraft Fee if we ultimately decide in our discretion to pay the represented Item even though the Available Balance of your Account is too low to pay it in full.

Special rules for everyday Debit card transactions are described in **ATM and One-Time Debit Card Transactions** above.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your Account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your Account, will eventually be adjusted to the actual amount of your purchase, but will generally be three Business Days before the adjustment is made. Until the adjustment is made, the amount of funds in your Account available for other transactions (your Available Balance) will be reduced by the amount of the temporary hold.

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will place a temporary authorization account hold on your balance, generally for three Business Days or until the transaction is posted, for the amount of the authorization requested by the merchant. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization account hold has expired. Our processing system cannot determine if the amount of the hold exceeds the actual amount of your purchase. Until the temporary authorization hold expires or an adjustment between the temporary authorization hold amount and purchase amount is made, the amount of funds in your Account available for other transactions (your Available Balance) may be reduced by the amount of the temporary authorization hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, then the Available Balance of your Account will be too low for that transaction and you may be charged an Overdraft Fee if we pay the transaction anyway (except as described above for ATM and One-Time Debit Card Transactions on Personal Accounts where you have not opted-in to such payment and related fee), or a Returned Item Fee if we do not pay that transaction. You will be charged one of these fees even if the Available Balance in your Account would have been high enough to pay the transaction if the amount of the hold had been equal to the amount of your purchase.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants, such as gas stations, request authorization in fixed amounts that may be greater than the actual amount of the purchase. For some types of purchases, we may place a temporary authorization account hold for a longer period when the merchant does not know the exact amount of your purchase when the merchant requests an authorization, such as restaurants, hotels or rental agencies. We will pay the purchase amount from your Available Balance whenever the merchant sends it to us.

Linked Qualifying Accounts

You may link qualifying accounts to your checking account to help you avoid some fees and get relationship rates. When linked, your account information may be made available to any other owner on any of the linked accounts. If the checking account to which your other accounts are linked closes for any reason, it is your responsibility to request any remaining eligible accounts to be linked. If we determine your accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

Interest Bearing Accounts

Interest on Checking and Savings Accounts

When you open a personal checking or savings Account that pays interest, we will provide you a Product Disclosure stating the current rate and Annual Percentage Yield for your Account. The Product Disclosure is part of this agreement.

Your Account has a variable interest rate which means that we may change the interest rate and Annual Percentage Yield as often as we choose, without limits and without notice. Interest begins to accrue no later than the Business Day we receive credit for your deposit. For cash, wire transfers and electronic Direct Deposits, interest begins to accrue on the Business Day of your deposit.

We use the daily balance method for calculating interest. This method applies a daily periodic rate to the balance of your Account each day, which may be based on your balance (also called your present or ledger balance) or collected balance, as explained in the product information for your Account. The collected balance is the balance of all deposits in your Account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for Checks and similar Items). We reserve the right not to pay interest on any deposited Item that is returned to us unpaid.

Interest is credited and compounded monthly and computed using a 365/366-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period (usually monthly), any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. Residual interest will be applied to the next interest cycle.

Interest on Time/Certificate of Deposit Accounts and Other Account Information

When you open a Time/Certificate of Deposit (CD) Account that pays interest, we will provide you a record stating the current rate and Annual Percentage Yield for your Account. Your Account has a fixed interest rate for the term of the Account. Other Account information important to you:

Term: the number of days, months or years you agree to leave your money in the Account.

Maturity Date and Grace Period: the maturity date is the last day of your CD's term. The grace period is the 10 days after the maturity of your CDs with a term of 90 days or longer. On the maturity date or during the grace period, you can change the term of your CD, make additional deposits (for non- retirement CDs only) or withdraw your CD principal funds without paying an early withdrawal penalty.

Automatically Renewable CD: an automatically renewable CD will renew on the maturity date for the same term unless we notify you otherwise or you change or close the Account. Once your CD renews, any reference to the maturity date means the last day of the new term. For the renewal term, your CD will earn interest for the term and amount of the CD at the standard interest rate in effect at time of renewal. If you close your CD during the grace period, it will not earn interest on or after the maturity date.

Single Maturity CD: a single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest on or after that date.

Interest: We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to your balance. Interest begins to accrue no later than the Business Day we receive credit for your deposit. Interest for CDs is calculated on a 365/366 day basis. The Annual Percentage Yield disclosed assumes interest will remain on deposit until maturity.

Early Withdrawal Penalties: There is a penalty for withdrawing principal prior to the maturity date.

- If the term of the CD is less than 12 months, the early withdrawal penalty is 90 days of interest on the amount withdrawn and may result in a reduction in the principal amount originally deposited
- If the term of the CD is 12 months to less than 36 months, the early withdrawal penalty is 180 days of interest on the amount withdrawn and may result in a reduction in the principal amount originally deposited
- If the term of the CD is 36 months to less than 60 months, the early withdrawal penalty is 365 days of interest on the amount withdrawn and may result in a reduction in the principal amount originally deposited
- If the term is 60 months or more, the early withdrawal penalty is 900 days of interest on the amount of the amount withdrawn and may result in a reduction in the principal amount originally deposited.

Waiving Early Withdrawal Penalties: We will waive early withdrawal penalties in these circumstances

- Death of a CD owner or a grantor of a revocable family/living trust
- Court determination that a CD owner is incompetent
- Disability of a retirement CD owner
- Re-titling of a CD (excluding Retirement CDs) to transfer ownership of funds into a living trust without moving the funds from the bank and where no change in term or rate occurs
- For Retirement CDs, if the owner is 59 ½ or older and the funds are taken as an IRS-reportable distribution via cash, Check or deposit or transfer to a non-retirement account. This waiver does not apply if the transfer is to a retirement account at another financial institution or financial service provider.

Statements and Notices

We are required to provide monthly checking and savings statements if you have electronic banking transactions during your statement period. Statement periods range from 28 to 32 days. We may provide statements every three months if your Account balance is zero, or positive and there has been no deposit, withdrawal or transfer activity on your Account.

You will receive statements by U.S. mail to the current address listed in our records unless you choose paperless statements or if your Account has had no activity other than interest we paid. We may change your mailing address if we receive an address change notice. If we classify your Account as inactive, we may stop sending statements. You agree to notify us promptly if you change your address.

You will have access to eStatements, our paperless statement, on the day we would mail your paper statement by enrolling through Online Banking.

You will notify us in writing within 30 days after we make a statement available to you if:

- An Item that you did not authorize or that is altered is listed on the statement;
- Your Account statement contains errors; or
- You did not receive your scheduled statement

You must notify us in writing of any unauthorized, improper or missing Endorsement within six months after the Account statements are made available. You must provide us with all information we need to investigate the alleged error or Item. You must also file any police reports and provide any supporting affidavits and testimony we reasonably request. If you do not comply with the requirements, we are not required to reimburse you for any claimed loss and you cannot bring any legal claim against us in any way related to the Item or errors. These requirements do not apply to Personal Account transactions covered by the *Electronic Funds Transfer Policy*.

Account Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your Accounts to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. If your Account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments, including Social Security benefits. If you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we are obligated to return funds to the payor.

Account Ownership

The type of account ownerships may change how your funds are paid if you die and the amount of Federal Deposit Insurance coverage you have. Please consult your estate planning advisor or attorney about your choices.

Personal Accounts: If you have a personal product type, you agree not to use it for business purpose. The most recent executed signature card determines the ownership of your Account. However, we are authorized to rely on our account ownership information contained in our deposit system.

Individual or Sole Ownership: when an Account has only one individual listed as the owner of a Personal Account.

Joint Ownership: when an Account has two or more individuals listed as the owners of a Personal Account.

If your Account is a joint account, you own your Account as joint tenants with the right of survivorship and not as tenants in common. This means that on the death of one party to a joint account, all sums in the Account on the date of death belong to the surviving parties and will not be part of the decedent's estate.

If a joint account becomes overdrawn, you are liable for the full amount of the overdraft, regardless of whether you initiated or benefited from the Item(s) that caused the overdraft.

If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act and/or require that all joint owners agree in writing to any transactions concerning the Account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship or similar proceeding, we may require all remaining joint owners and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.

Any joint owner may close the Account. We may choose whether or not to act upon other instructions of any joint owner, including adding another owner to the Account, without the signature of the other joint owners.

Any money deposited into a joint Account by any joint owner is subject to payment of all or any part of the funds in the Account to a court or government agency if we receive a garnishment, levy or similar legal process that identified any of the joint owners, and is subject to our right to set-off, regardless of who received the money, or how it was received, prior to being deposited into your Account.

Fiduciary or Agency Ownership: when an Account is held by an individual who acts as an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity for the benefit of one or more beneficiaries under a written Agreement. You may be required to provide a copy of the Agreement or other documentation so that we can ensure appropriate authority of trustee(s) or agent(s). We act only as a custodian of the trust funds on deposit in your Account and are under no obligation to act as a trustee or to inquire as to the posers or duties of the trustee(s) or agent(s).

In-Trust-For /Informal Ownership – when an Account is held by an individual in-trust-for ("ITF") or as trustee for one or more beneficiaries without a formal trust Agreement. The individual owns the Account.

Beneficiaries cannot withdraw unless all individual(s) creating the Account die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all individual(s) creating the Account, such beneficiaries will own this Account in equal shares, without right of survivorship.

The individual(s) creating the Account reserve the right to change beneficiaries, change account types, and withdraw all or part of the funds on deposit at any time.

Uniform Transfers to Minors Act/Uniform Gifts to Minors Act Ownership: when an Account is held by a custodian or successor custodian of an account under the state's Uniform Transfers/Gifts to Minors Act for the exclusive right and benefit of a minor.
Custodian or successor custodian cannot pledge the account as collateral for a personal loan or cash Checks against it.

Custodian or successor custodian must transfer the funds in the account to the minor when the minor reaches the age of majority under the UTMA/UGMA law for the state where the account was established. Until such time we are notified that the minor has reached the age of majority or the death of the minor, we may honor any Checks or drafts written on the Account without incurring any liability to either the minor or any third party, and the custodian will be liable to us for any loss or expense we incur as a result of the failure to give us notice.

Representative Payee Custodian Ownership: when an Account is held by a "representative payee" for someone who received Social Security payments, or as a legal guardian, spouse payee or other custodian for someone receiving Federal payments.

Representative payee agrees not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person (beneficiary) for whom benefit the funds is provided.

Representative payee agrees to notify us when the beneficiary dies and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have sufficient funds to pay the demand, we may take the funds from any account owned by you or the beneficiary.

Business Accounts: If you have a business product type, you agree not to use it for personal purpose. We rely on the accuracy and completeness of all resolutions, signature cards and other documents you provide in connection with this Account. We will rely on information contained in our deposit system. Any person who is authorized to sign Checks or otherwise initiate transactions on your Account is a signer. A signer is any person authorized to sign Checks or do anything else involving any Account, including the signing of any agreements or documents relating to Accounts or other business solutions and the closing of the Account. Endorsements for deposit may be written or stamped. We are authorized to pay Checks without asking how the Checks were issued or how the proceeds will be used, even if the Check is payable to the person who signed the Check.

Sole Proprietor Ownership: means one person conducts the business as his or her own property, instead of through a business organization. Sole proprietors may designate authorized signers.

Business Organization Ownership: means a Business Account payable to the business organization and not to any individual director, shareholder, member or partner. A corporation, unincorporated associations, limited liability company, partnership, or any other business, government or non-profit entity is a business organization.

IOLTA Ownership: means an attorney trust account, whereby you authorize us to notify the appropriate state agency if the account is overdrawn or Checks are dishonored, if the applicable state requires notice of these events.

Closing Your Account

This section does not apply to an active time deposit (or certificate of deposit) Account.

If you intend to close your Account: If you intend to close your Account with us, you should tell us; simply transferring all the money in your Account and reducing your **Account** balance to $0.00 is insufficient notice and may result in additional fees charged to your Account.

If you close your **Account**,

- you are still responsible for transactions you arranged for, including those that arrive after the Account is closed;
- you should pay special attention to pre-authorized electronic deposits to your Account and payments from that Account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
- you should not close your Account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
- if it is an interest-bearing Account, accrued interest may not be paid.

If your Account is closed and you have a debit card or ATM card associated with the Account, you will need to either:

- close the associated card; or
- select a new Account to be linked to your card.

If there are no other eligible Accounts linked, the card will be closed.

We can close your Account:

We can close your Account, debit card or ATM card for any reason or for no reason at all. If we close your Account, we will send you notice within ten days after closing. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding Items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

If your Account is closed for any reason, you authorize us to re-open your Account to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law.

As part of the Account closure, any accounts linked to the checking account as overdraft protection will be de-linked. If a FCB Line of Credit is linked as overdraft protection to a checking account that is closed for any reason, the Line of Credit will remain open and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

Arbitration and Other Legal Terms

Arbitration Provision

READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT ARBITRATION IN ACCORDANCE WITH PARAGRAPH 1 BELOW, THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIMS AND DISPUTES, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

1. Your Right to Reject Arbitration: If you don't want this Arbitration Provision to apply to your account, you may reject arbitration by mailing us a written rejection notice which gives your name(s) and account number and contains a statement that you (both or all of you, if more than one) reject arbitration of disputes concerning your account. The rejection notice must be sent to First Commonwealth Bank, Legal Department, Attn: Arbitration Rejection, P.O. Box 400, Indiana, Pennsylvania, 15701-0400, by certified mail, return receipt requested. Upon receipt of a rejection notice, we will credit the account for the standard cost of a certified letter. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the day you open the account. If you open or have more than one account, you must specify in your rejection notice all of the account numbers to which you want the rejection notice to apply. If the rejection notice is sent on your behalf by a third party, such third party must include written evidence of his or her authority to submit the rejection notice on your behalf.
2. Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms "we," "us" and "our" include: (i) First Commonwealth Bank, its parents, subsidiaries and affiliates, their successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the "Bank Parties"); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; and (b) the terms "you" and "your" include: (i) each holder or owner of the account, each person who signs a signature card for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term "account" includes the account established by the agreement and any

updated or substitute account for the same accountholders, whether or not you execute a new or substitute signature card for the account.

3. Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to the agreement, the account, any ATM Card, debit card, check card card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by Check, card, ACH or otherwise), overdraft protection services, any overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft Items, and the advertising, disclosures, practices and procedures related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" includes disputes arising from actions or omissions prior to the date of the agreement (and/or prior to the time this Arbitration Provision becomes part of the agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph 7, captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in paragraph 13, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of the agreement as a whole.
4. Electing Arbitration: To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. Subject to paragraph 7 and applicable law, any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect to all or none of such Claims; and if the defending party wishes to bring any counter-Claims, such counter-Claims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and if a court grants the other party's motion to compel arbitration of such Claim(s), it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.
5. Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
7. Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.
8. Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law requires us to, if and to the extent you prevail in the arbitration or if you make a written request for us to pay such fees and you act reasonably and in good faith. If we elect to require arbitration of a Claim you initiate, we will pay your reasonable attorneys' and experts' fees if and to the extent you prevail. Also, we will bear any such fees if applicable law requires us to. Regardless of the outcome of the arbitration, we will not seek from you reimbursement of any of the fees of the Administrator and arbitrator or our attorneys' fees and expert costs unless we are permitted to recover such fees from you under the agreement and applicable law.
9. Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
10. Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.
11. Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with paragraph 8 above, captioned "Location and Costs of Arbitration."
12. Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this agreement, on the other hand, this Arbitration Provision shall govern.
13. Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
14. Notice and Cure; Special Payment: Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity to resolve the Claim. The resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by certified mail, return receipt requested, to First Commonwealth Bank, Legal Department, Attn: Claim Notice, P.O. Box 400, Indiana, Pennsylvania, 15701-0400 (or any updated address we subsequently provide). Upon receipt of a proper Claim Notice, we will credit the account for the standard cost of a certified letter. If there are multiple parties on the account, the Claim Notice may be sent to any of you. Any Claim Notice you send must provide your name and account number, as well as your address and

a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. If: (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with this paragraph 14, and you otherwise comply with this paragraph 14 (including its resolution and cooperation provisions); (b) we refuse to provide you with the relief you request; and (c) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $10,000 and will also require us to pay any other fees and costs to which you are entitled. If a Claimant fails to comply with the requirements of this paragraph 14, the Potential Defendant may seek an order requiring the Claimant to comply before the Claimant further pursues the Claim. However, the Claimant's assertion of a Claim in litigation or arbitration without initially complying with this paragraph 14 will not otherwise impair any of the Claimant's rights (including your rights under this paragraph 14), even if the statute of limitations for the Claim expires before the end of the period provided in this paragraph 14 for the parties to attempt to resolve the Claim.

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

Legal Actions Affecting Your Account.

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your Items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

You Cannot Transfer an Account

You may not transfer an Account to someone else without our express written permission. This does not limit your right to access your Account by any permissible means.

Change in Authorized Signers

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an Account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an Account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

Death or Incompetence of an Account Owner or Signatory

Tell us immediately if any account owner or signatory dies or is declared incompetent by a court. Following the death of a depositor, the amount credited to the Account shall be payable in accordance with applicable law. This includes our right to pay any Checks and to process transfer orders authorized by the deceased depositor for a period of 10 days, or as otherwise provided under applicable law, after the date of death.

If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the Account.

After we receive notice of death or incompetence of the sole signer on a business organization's Account, we may freeze the Account balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting on or closing the organization's Account.

Inactive Accounts and Unclaimed Funds

If your Account is inactive as defined by law and you have not otherwise communicated with us about your Account for the period provided by law, we will treat your Account as inactive. If your Account is inactive for twelve (12) months or more, your Account will remain subject to all applicable service charges and fees, including an inactivity fee unless prohibited by law. We may also reduce the frequency with which we send your periodic statement and other information on your Account. If your Account is inactive for a period of thirty-six (36) months or more, your Account may be considered abandoned property and require us to transfer the balance of your Account to the state.

Telephone and Electronic Communication

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must.

When you give us your mobile number, we have your permission to contact you at that number about all of your FCB accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and Account Hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

Adverse Claims

If there are conflicting instructions or there is any dispute regarding your Account, we may take any action described in the following section or we may place funds in a court for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

Restricting Your Account; Blocking or Delaying Transactions

We may decline or prevent any or all transactions to or from your Account, or we may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including in one or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

Waivers and Precedents

Our Agreement with you gives us rights and duties. If we do not take advantage of all our rights all the time that does not mean, we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a Check that is more than the Available Balance of your Account, that does not mean we have to do it again.

Compliance with Law

You agree to comply with all local state and federal laws, rules and regulations, as amended from time to time, including without limitation the USA Patriot Act, the Bank Secrecy Act and other federal anti-money laundering statutes and any laws and regulations administered by the United States Treasury Department's Office of Foreign Asset Control (OFAC). If there is conflict between this Agreement and something said by an employee of the Bank, this Agreement will be followed.

Electronic Funds Transfer Services Policy

A variety of electronic funds transfer (EFT) services are available for deposit accounts. We offer electronic transfers using your debit card or ATM card, online and Mobile banking services, telephone banking services, electronic payments and electronic deposits to your account, by us or a third party and our overdraft protection services.

Debit and ATM cards: We may issue you a debit card or ATM card (the capitalized term "**Card**" in this Electronic Funds Transfer Services Policy refers to ATM cards as well as debit cards, except as otherwise made clear by the context). Activation of a Card is not required to keep your Account open, but you may not use a Card until you have activated it. You can use First Commonwealth-branded ATMs and non-First Commonwealth-branded ATMs if the ATM is in a participating network. Outside the United States, only your primary checking account is usually accessible. We may charge a non-First Commonwealth ATM fee, and the ATM owner and/or ATM network may also charge a fee. These fees may be charged for any activity, including withdrawals, transfers, or balance inquires.

There are maximum limits on the amount of total ATM withdrawals, money transfers or purchases you make using your Card in any calendar day. The amounts of these maximum limits will be disclosed to you when you receive your Card. Additionally, you may be able to withdraw cash in certain multiples, as indicated at each ATM. There may also be limits on the amount of total ATM deposits you may make using your card in any calendar day. You may call us at 800- 711-BANK (2265) if you need additional information on your limits.

You can use your debit card or ATM card at ATMs to:

- Withdraw cash
- Transfer funds between your attached First Commonwealth Bank Accounts
- Deposit cash or Checks at deposit-taking ATMs
- Make First Commonwealth loan or line of credit payments at First Commonwealth-branded ATMs
- Obtain a copy of recent account activity at First Commonwealth-branded ATMs

Note: Some of the services described may not be available at all ATMs. Please Check the ATM machine for specific services offered. Some services may not be available for the attached account.

You can use your debit card at participating merchants to:

- Purchase goods and services from your primary checking Account
- Withdraw cash from your primary checking Account while making a purchase if the merchant permits a cash-back option
- Send or receive payments from another person, or receive payments from a business into or from your primary checking Account by providing your Card number to the third-party payment services

You can use your debit card at participating financial institutions to:

- Withdraw cash from your primary checking Account through a teller

Your debit card cannot be used without a PIN at any merchant who does not accept Mastercard. Your ATM Card cannot be used at participating merchants unless you use your PIN or to withdraw cash through a teller at other financial institutions. You agree that you, or anyone acting on your behalf, will not use your Account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your Account or terminate our banking relationship with you.

To protect your card information, keep your PIN confidential, never give your PIN to anyone, never write your PIN down, and use a PIN that others cannot easily figure out. To change your PIN, or if you forget your PIN, call us or visit any First Commonwealth community office.

We may refuse to authorize any transaction when your card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If we lock your card, we will stop authorizing everyday Debit card transactions and ATM withdrawals, but may still honor recurring debit card transactions.

For Personal Accounts, unless you have opted-in to our payment of ATM and One-Time Debit Card Transactions when paying the transaction will cause an Overdraft, we generally will not authorize and pay an ATM or One-Time Debit Card Transaction if your Available Balance is too low to pay that transaction in full or if the transaction is presented when your Account is already Overdrawn. See **ATM and One-Time Debit Card Transactions** in the main part of your Account Agreement for how to opt-in. We rely on merchant and third party transaction coding sent to us to determine whether the transaction is recurring or every day (i.e., if a Debit Card Transaction is a One-Time Debit Card Transaction), which affects whether or not we would authorize those transactions at our discretion and whether we assess an Overdraft Fee or Non-Sufficient Funds Fee. To avoid fees, keep enough funds in your Account to avoid overdrawing your Account.

For Business Accounts only, if you have notified us to NOT pay Overdrafts, we generally will not authorize a debit card transaction if your Available Balance is too low to pay the transaction in full or if the transaction is presented when your Account is already Overdrawn.

International Transactions: Contact us if you plan to travel and will be using your Card outside the United States. If you use your Card or Card number for an international transaction and the transaction is in a currency other than U.S. Dollars, we will post the transaction to your Account in U.S. Dollars based on the applicable currency exchange rate on the day we settle the transaction. The day we settle the transaction may be a different day than the day you used your Card or Card number. Networks through which an international transaction occurs may charge fees that are added to the transaction amount. As a result, the amount posted to your Account may be greater than the original amount of the transaction. There may be restrictions that prevent you from being able to use your Card or Card number for certain international transactions or for transactions involving certain countries. An international transaction charge, as identified on our Schedule of Service Fees, may be assessed and posted to your Account for any international transaction. International transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country.

We may cancel your Card at any time without notice. You may cancel your Card by calling us. If you do, please destroy your card.

Notify us immediately if your Card is lost or stolen, or if you discover an error. The sooner you report a problem; the sooner we can take precautions to ensure your card is not misused.

Online and Mobile Banking: You may use fcbanking.com or our Mobile app to view Account information, transfer funds between your First Commonwealth Accounts, pay qualifying First Commonwealth loans, lines of credit and credit cards, make payments to third parties from your Account, or make deposits (Mobile only). To access these services, enroll at fcbanking.com or download the Mobile app for select mobile devices. You agree to additional disclosures and specific terms for using these services when you enroll.

Telephone Banking: You may use our automated telephone services or speak to an Engagement Center representative at 800-711-BANK (2265) to obtain your Account information, transfer funds between your First Commonwealth Accounts, or pay qualifying First Commonwealth loans, lines of credits and credit cards.

Electronic Transfers: You may authorize a third party to transfer funds to or from your Account by providing your Account number and your routing number. These transfers may use various payment networks and may take various forms, including:

- One-time or recurring charges to your account to a utility company or to pay other bills
- A recurring employer payroll, government benefits or other Direct Deposits
- A "check conversion" transfer, where a payee or merchant creates an electronic transfer from your paper Check. The merchant may keep your Check or return it to you.

If we receive notice that an electronic deposit was sent in error, or was intended for another client or account, we may deduct the amount of that deposit from your account without investigating.

Overdraft Protection Transfers: Transfers to and from your account(s) for Overdraft Protection are also electronic funds transfer and subject to these terms.

Preauthorized (Recurring) Transfers and Stop Payments: You may use your Account or debit card to make recurring payments. If these recurring payments vary in amount, the payee will tell you the amount and date of the next payment at least ten days before the payment due date. You can stop some payments before the scheduled payment date:

- If you provide your Account number and routing number for ACH direct debits to your Account, you must contact us by telephone or at a community office and give us your Account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts or an instruction to block all payments to the named payee. We will charge a Stop Payment fee. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. If you see a Pending Payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the Business Day so we can try to refuse payment. Your stop payment is effective until we have determined the ACH transaction isno longer occurring, or for 6 months, whichever is longer.
- If you provided your debit Card for recurring transfers, contact us by telephone or at the community office and give us the exact debit Card number. We will close the debit Card and you can replace it upon request.
- If you set up your recurring or one-time bill payments or transfers through fcbanking.com or our Mobile app, you must use the service to cancel pending and future payments.
- If you set up recurring account transfers at a community office, you must contact us by telephone or at a communityoffice.

We generally process a stop payment request when we receive it. If you place a stop payment three or more Business Days before the transfer is scheduled, and we still pay, we will be responsible for your losses and damages. For Business Accounts, you can take advantage of ACH Transaction Blocks and Filters to control the level of safeguards you want to validate ACH entries to further protect your business.

Statements and Transaction Receipts

You will receive, or have the option to receive, receipts at ATMs, at community offices, and at a merchant location each time you conduct a transaction. Certain small dollar transactions at merchant locations, however, may not trigger generation of a receipt for you.

You will receive monthly statements if you have electronic transactions during the statement cycle.

To confirm electronic transaction receipt and posting, review your transactions and balance through fcbanking.com, our Mobile app, at an ATM, or call us.

Fees

Our fees for all electronic funds transfer services are disclosed in our Schedule of Service Fees.

Errors, Questions and Reporting Unauthorized Transfers

Call 800-711-BANK (2265), write to us at Attn: Card Management, First Commonwealth Bank P.O. Box 400 Indiana, PA 15701 or send an email to engage@fcbanking.com as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Provide us with

the following:

- *Your name and account number*
- *A description of the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and*
- *The amount of the suspected error.*

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

For Personal Accounts only:

We will determine whether an error occurred within 10 Business Days (for verified unauthorized Non-PIN transactions, within five (5) Business Days), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or error. If we do this, we will credit your Account within 10 Business Days for the amount you think is in error so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

If you opened your Account less than 30 days before the date of the suspected error, the 10-Business Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the United States, the 45-day period is extended to 90 days.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

For Business Accounts, our practice is to follow the procedures described above, but we are not legally required to do so. We are not required to: process a claim if you do not notify us within 30 days after we send or make available a statement showing the transaction, to give provisional credit, or to finalize the claim during the periods stated above.

Your Liability for Unauthorized Transfers
Tell us AT ONCE if you believe your Card, PIN, code or account number has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

For Personal Accounts, if you tell us within two Business Days, you can lose no more than $50 if someone used your Card, PIN, code or account number without your permission. Every day, except Saturdays, Sundays and federal holidays is a Business Day.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card, PIN, code or account number, and we can prove we could have stopped someone from using your Card, PIN, code or account number without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows electronic funds transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or otherwise available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

For Business Accounts, you agree to assist us in any investigation for unauthorized transactions and related prosecution. You agree to provide appropriate statements and complete reports reasonably requested by us, to notify us promptly in writing if any user of a Card is no longer employed by you or authorized to conduct business on your behalf. Your liability and the requirement to give us notice of unauthorized Items within 30 days apply to your EFT services.

There are special provisions for card transactions (Zero Liability Protection) for Personal Accounts and Business Accounts. You are not liable for any unauthorized transactions, including transactions made at merchants, over the telephone, at ATMs or on the internet, if you notify us promptly. These special provisions do NOT apply where you were grossly negligent or fraudulent in the handling of your account or Card, where you have given someone else your Card, Card number or PIN, or where you delay reporting unauthorized transactions for more than 60 days (30 days for business accounts).

Our Liability for Failure to Complete Transactions
If we do not complete a transfer to or from your Personal Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If the transfer would go over the credit limit on your overdraft line.

(3) If the ATM where you are making the transfer does not have enough cash.

(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) There may be other exceptions stated in our agreement with you.

We are not liable for failure to complete a transaction on a Business Account if we send you notice that the transaction was not completed.

Funds Availability Policy

Our Funds Availability Policy is designed to make funds from your deposits available to you as quickly as possible. Every day, except Saturdays, Sundays and federal holidays is a Business Day.

Same Business Day Availability:
Generally, if you make a deposit on a Business Day through a bank representative at a community office or before our cutoff time, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not a Business Day, or make your deposit after the cutoff time, we will consider the deposit to have been made on the next Business Day.

The cutoff time for deposits received through:

- Online or Mobile Banking is 10:00 p.m.
- Mobile Remote Deposit Capture is 7:45 p.m.
- Remote Deposit Capture is 7:45 p.m.
- Automated Teller Machines is 7:00 p.m.

The cutoff time for deposits received through:

- Domestic Wire Transfer services is 7:00 p.m.
- International Business Wire Transfer services is 4:45 p.m.
- International Consumer Wire Transfer services is 4:15 p.m.

Deposits received after cutoff times or on a day that is not a Business Day may be available for immediate withdrawal; however, we will consider the deposit as being received on the next Business Day.

Deposits placed in a First Commonwealth Night Depository, Lock Box or similar facility are considered received when the deposit is removed from such facility for processing, but no later than the next Business Day. Check deposits made by mail are considered received on the date the deposit is received at a community office. We will not accept cash deposits by mail.

Real Time Payments:
The entire amount of the deposits received by Real Time Payments (RTP) will be available to you the same day as the day of deposit, even if that day is not a Business Day.

Longer Delays May Apply:
In some cases, we will not make all of the funds that you deposit by Check available to you on the first Business Day after the day of your deposit. Depending on the type of Check that you deposit, funds may not be available until the second Business Day after the day of your deposit. However, the first $225 of your deposit will be available on the same Business Day.

If we are not going to make all of the funds from your deposit available on the first Business Day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from the deposit right away, you should ask us when the funds will be available.

Funds that you deposited by Check may be delayed for a longer period under the following circumstances:

- We believe the Check you deposited will not be paid
- You deposit Checks totaling $5,525 or more on any one Business Day
- You redeposit a Check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency such as a failure of communications or computer equipment
- You have been a checking, savings, or money market Account holder with us for 30 days or less

We will notify you of the delay in your ability to withdraw funds for any of the reasons listed and we will tell you when the funds will be available. In this case, funds from the deposit of Checks will usually be available no later than the fifth Business Day after the day of your deposit. The first $225 of your Check deposit will be available on the same Business Day of your deposit.

Special Rules and Considerations

New Accounts: You are a new customer if you have not had a First Commonwealth checking account open for more than 30 calendar days. During the first 30 days your account is open:

- The first $225 will be available on the same Business Day of your deposit, $5,300 will be available on the next Business Day after the day of the deposit and the remaining funds will be available on the fifth Business Day after the day of the deposit when deposits of U.S. Postal Money Orders or cashiers, certified, tellers, travelers and federal, state and local government Checks are made payable to you.
- Funds from cash, wire transfer, and electronic Direct Deposits to your account will be available on the day wereceive the deposit.
- Funds from all other Check deposits will be available on the fifth Business Day after the day of the deposit.
- After the 30-day new account period has ended, funds from your deposits will be available according to our general policy.

Deposits at First Commonwealth ATMs: If you request ATM/Debit Card access to an account and you make any deposit (cash or Check) at an ATM that we own and operate, which is branded as First Commonwealth,

the first $225 will be available on the same Business Day of your deposit and the remaining funds will be available on the next Business Day after the day of your deposit. You will be notified if longer delays are imposed.

Deposits at Non-First Commonwealth ATMs: If you request ATM/Debit Card access to an account and you make any deposit (cash or Check) at an ATM that we do not own or operate, which are those not branded as First Commonwealth, and your account has been opened for:

- 90 days or less, the first $225 will be available on the same Business Day of your deposit and the remaining funds will be available on the fifth Business Day after the day of deposit.
- More than 90 days, the first $225 will be available on the same Business Day of your deposit and the remaining funds will be available on the next Business Day after the day of your deposit.

Deposits at Envelope-Free First Commonwealth ATMs: If you make a cash deposit at an Envelope-Free ATM that we own and operate, which is branded as First Commonwealth**,** your entire cash deposit amount will be available on the same Business Day as your deposit.

Account Holds on Other Funds: If we cash a Check for you that is drawn on another financial institution or entity, we may place an Account Hold on an equal amount of funds in your Account for the length of time it would have taken for the Check to be available for withdrawal if it had been deposited to your Account. Canadian Checks deposited with a non-United States routing number will be made available on the 15th Business Day after the day of deposit. Foreign Checks deposited with a non-United States routing number will be sent for collections and made available when received.

Your Responsibility: You agree that we may deduct the amount of a Check presented by you from your account balance if we receive notice that the Check has not been paid. We may make this deduction even if the unpaid Check has not yet been returned to us. You agree that we may charge an unpaid Check against your account even if we could claim reimbursement for the Check from the bank on which the Check was drawn or from some other bank. You agree that we may charge a Check back even if the charge results in an overdraft.

Refusal of a Deposit: We reserve the right not to accept deposits or send an Item for collection.

If you have any questions about this Funds Availability Policy, please contact your local community office or call us at 800-711-BANK (2265).

Privacy Notice

Rev. August 2014

FACTS	WHAT DOES FIRST COMMONWEALTH FINANCIAL CORPORATION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security Number and income account balances and payment history credit history and account transactions
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Commonwealth Financial Corporation chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Commonwealth Financial Corporation share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	Call us toll free at 800.711.2265 and talk with our Engagement Center Representative. Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call toll free 800.711.2265

Who we are	
Who is providing this notice?	First Commonwealth Bank First Commonwealth Financial Corporation First Commonwealth Insurance Agency

What we do	
How does First Commonwealth Financial Corporation protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Commonwealth Financial Corporation collect my personal information?	We collect your personal information, for example, when you open an account or deposit money pay your bills or apply for a loan apply for insurance We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include financial companies such as First Commonwealth Bank, First Commonwealth Financial Corporation and First Commonwealth Insurance Agency*.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. *First Commonwealth Financial Corporation does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *Our joint marketing partners include credit card companies, insurance companies, and registered broker/dealer.*

Schedule of Service Fees

Effective July 13, 2023

FIRST Commonwealth Bank

Check Cashing	
Deposit Clients	No Charge
Check Issuance and Collection	
Official Checks	$ 15.00
Personal Money Order for Client (each)	$ 5.00
Counter Checks (4 on a sheet)	$ 4.00
Canadian check processing (each plus costs)	$ 10.00
Collection Items	
Incoming (per item)	$ 25.00
Outgoing (per item)	$ 25.00
Card Transactions	
ATM/Debit Card Issue (new account)	No Charge
ATM/Debit Card Replacement (each)	No Charge
Express Issue/Replacement of ATM/Debit or Credit Card (each)	$ 30.00
ATM/Debit Card or Mastercard Point-of-Sale (POS) Purchase (each)	No Charge
ATM Transaction fees when using FCB locations	
Inquiry (each)	No Charge
ATM Withdrawal (each)	No Charge
ATM Deposit (each)	No Charge
ATM Transfer (each)	No Charge
ATM Transaction fees when using ATMs other than FCB, Freedom ATM Alliance & AllPoint locations [1]	
ATM Inquiry (each)	$ 3.00
ATM Withdrawal (each)	$ 3.00
ATM Deposit (each)	$ 3.00
ATM Transfer (each)	$ 3.00
International Network Pass-Thru Fees	
Mastercard (MC) Cross Border (% of transaction amount)	.90%
Mastercard (MC) Currency Conversion (% of transaction amount)	.20%
Digital Payment Services	
Person-to-Person Payments [2]	No Charge
External Transfers between an FCB account and another bank [2]	No Charge
Rush Payment BillPay Options [3]	
Overnight Delivery	$ 34.95
2nd Day Delivery	$ 29.95
GiftPay Options	
Charitable Donation	$ 1.99
Gift Check	$ 2.99
Wire Transfers	
Services Available for Clients Only (fees are per transfer)	
Incoming – Domestic	$ 20.00
Outgoing – Domestic	$ 25.00
Incoming – International	$ 20.00
Outgoing – International	$ 55.00
Foreign Exchange	
Services Available for Clients Only (fees are per transaction)	
Currency Issue (each/plus costs)	$ 35.00
Non-Sufficient Funds and Overdrafts	
Fee for Non-Sufficient Funds (NSF) occurrence (per unpaid item) [4]	$ 35.00
Fee for Overdraft (OD) occurrence (per paid item) [4]	$ 35.00
The NSF and OD fees assessed are limited to a combined total of four (4) per day at a maximum of $140.00 per day The OD fee will be waived where the daily negative balance is $5 or less	
Continuous Overdraft Fee (OD), per Business Day, beginning on the 5th calendar day of continuous overdraft [4]	$ 8.00
Automated Account to Account Transfer of Funds for Overdraft Protection Sweep	$ 15.00
May be for the exact amount needed including the fee (if applicable) or initiated for any client selected dollar amount The fee does not apply for any of the following: • The transfer amount is less than $25 • The transfer is from a linked Hometown Savings to any Hometown Checking account type • The transfer is from any linked FCB account (including lines of credit) to a Hometown Checking + Solutions [5] or Hometown Checking + Interest + Solutions	

Certificates Of Deposit And IRAs	
IRA External Transfer Withdrawal Fee	$ 50.00
IRA Early Withdrawal Administrative Fee	$ 25.00
Statement Options	
eStatement	No Charge
Paper Statement	No Charge
Image Statement Fee (per month) [6]	$ 3.00
Return Mail Fees (per item)	$ 5.00
Investment Services	
Notary Fees (per document) *Only available to clients*	$ 5.00
Medallion Signature Guarantee (per document)	$ 5.00
Legal Processing	
Domestic Relations Request (each)	$ 100.00
All other legal requests (each-plus research cost)	$ 200.00
Miscellaneous Handling Services	
Wrapped Coin Furnished (per roll)	$ .08
Night Deposit Service (per year)	$ 25.00
Night Deposit–Canvas Bag (per bag processed)	$ 1.00
Night Deposit–Disposable Bag (per bag processed)	$ 0.75
Night Deposit–Locking Canvas Bag Purchase (per bag)	$ 25.00
Safe Deposit Box and Convenience Box	
Key Replacement	$ 25.00
Drilling a Box (includes key replacement)	$150.00
Other Applicable Account Fees	
Stop Payment Fee (per item)	$ 32.00
Deposited or Cashed Item Returned (per item)	$ 15.00
One-Time ACH Loan Payment Convenience Fee	$ 5.00
Account Inactivity Fee	$ 5.00
(Hometown Checking, Hometown + Interest, Hometown + Solutions [5], Hometown + Interest + Solutions, Business Checking, Business Solutions Checking, Elite Business Checking, Small Business Sweep and Elite Business Sweep) A monthly inactivity fee is assessed if the account has no client activity for one year. Activity is defined as deposits or withdrawals to the account.	
Excessive Transaction Fee (per item) [7]	$ 6.00
(Applies to ALL Personal and Business Savings and Money Market accounts)	
Check and Deposit Ticket Printing/Reorder	Varies
Fee is based on check style and design	
Account Reconcilement/Research of Records –Includes Deposit and Loan Related Research	
Research (per hour – 1 hour minimum)	$ 25.00
Requests of 3 copies or less will not be charged the hourly Research fee.	
Statement Copies (per statement)	$ 5.00
Check Copies (per page – 12 checks per page)	$ 5.00
Deposit Tickets and Associated Checks (per copy)	$ 5.00

[1] In addition to the fees imposed by FCB, other financial institutions and/or ATM operators may charge for the use of their ATMs.
[2] We don't charge for these services but standard message, data and internet service provider rates may apply so check with your carriers.
[3] Hometown Checking + Interest + Solutions will receive a 25% discount on all Rush Bill Payments. Discount will be applied to account as a refund on your statement.
[4] Fees may be assessed for covering Non-Sufficient Funds or Overdraft items created by check, in-person withdrawal, ATM withdrawal, or other electronic means in accordance with your Account Agreement.
[5] Hometown Checking + Solutions is no longer offered and is available for grandfathered accounts only.
[6] **Excluding:** ALL Business Checking Accounts
[7] The number of free withdrawals or transfers from a savings or money market account to another bank account of yours or to a third party by means of a preauthorized agreement, by telephone, online banking or initiated by check, draft, debit card, or similar order to a third party are limited to six (6) per statement cycle. This includes online bill payments and overdraft transfers. An Excessive Transaction Fee of $6.00 may be charged to the savings or money market account for each debit paid in excess of six (6) during a statement cycle.

Fees are subject to change. The current fee listing can be found by visiting the www.fcbanking.com/regulatory-notices link located at the bottom of the home page. If you have questions about this Schedule of Service Fees or your account, please feel free to contact a Financial Solutions Specialist at any of our community offices or call our Engagement Center at 800.711.2265.

Keep this Disclosure for future records.

FIRST Commonwealth Bank®
MEMBER FDIC