FNB
Deposit Account Agreement

November 3, 2025

Contents

How to contact First National Bank:

First National Bank's website	Contact Center	Customer Service Email
www.fnb-online.com	1-800-555-5455 Monday-Friday 8:00AM-9:00PM ET Saturday-Sunday 8:00AM-5:00PM ET	FNBCustomerService@fnb-corp.com 48-hour response timeframe

SECTION 1 - GENERAL TERMS & CONDITIONS

WELCOME

This Deposit Account Agreement (Agreement) governs your relationship with us concerning your deposit account held at First National Bank of Pennsylvania (Account) and applies to your legal representative or any authorized signer on the Account.

Please read this Agreement and keep it for future reference. In this Agreement, the Bank will be referred to as "we" or "us." We will refer to you as "you" or "your." PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT AFFECT HOW DISPUTES BETWEEN YOU AND US WILL BE RESOLVED. By signing the signature card for your Account or using this Account, you agree to the terms of this Agreement as well as applicable state and Federal law. If we notify you of a change to this Agreement, we will describe the change and its effective date by an Account statement message or other means. Your continued use of your Account after the effective date of the change is your acceptance of and agreement to the change. This Agreement governs both consumer and business Accounts as described in this Agreement. There are four sections to this Agreement:

- Section 1 - Terms applicable to both consumer and business accounts;
- Section 2 - Terms applicable to only consumer accounts;
- Section 3 - Terms applicable to only business accounts; and
- Section 4 - Definitions.

A Consumer Account is opened primarily for personal, family or household purposes. A Business Account is any deposit account that is not held or maintained primarily for personal, family or household purposes. The Consumer Fee Schedule applies to Consumer Accounts and the Business Fee Schedule applies to Business Accounts; these are collectively referred to in this Agreement as the "Fee Schedule(s)."

Important information concerning this Agreement:

- If there is a conflict between this Agreement and something said or provided to you by our employee, this Agreement will govern.
- This Agreement is the entire agreement between you and us for your Account and any services, unless your Account has separate product or service terms and conditions which also apply.
- If there is a conflict between this Agreement and the separate product or service terms and conditions of your Account, then the separate product or service terms and conditions will govern.
- If a dispute arises between you and us, the current version of the Agreement at the time of the dispute will govern.
- Certificates of Deposit and Individual Retirement Accounts have other terms and conditions in addition to this Agreement, which are disclosed on an additional disclosure or document.
- Section and paragraph headings in this Agreement are provided to help you find information; they are for convenience only.
- In some sections we provide examples, which cover some, but not all, of the situations or items that are covered by that section.
- Words that are capitalized in this Agreement are defined in Section 4 - Definitions. Fees that are capitalized in this Agreement are defined in the Fee Schedules.
- If you have questions or concerns regarding this Agreement, the Fee Schedules or any of the services described in this Agreement, you are encouraged to contact your branch or call the Contact Center for more information.

YOUR ACCOUNT RESPONSIBILITIES

Notify us if there are changes to your contact information:

You must immediately notify us if there is a change to your telephone number, mailing address or email address (if applicable) so that we can provide you with important notices and disclosures concerning your Account. Account statements and notices will either be provided to you by mail (see the Fee Schedule for applicable fee) and/or by Online Statement (if you have consented to receive your statements electronically through our Online Banking service). Account statements and notices will be considered unclaimed or undeliverable if two or more statements or notices are returned to us through the mail as undeliverable or we receive email notifications that our message is undeliverable. In either event, we may discontinue sending you statements and notices and destroy any that are undeliverable. We will not attempt to deliver further statements or notices to you until you provide us with valid contact information.

Balance your Account and know your Available Balance:

It is your responsibility to balance your Account and know your Available Balance by recording all credits and debits in your checkbook, or by reviewing Mobile Banking or Online Banking. To immediately determine your Available Balance, you can view it at any ATM, on a supported electronic device by using Mobile Banking or Online Banking, or by contacting a branch or our Contact Center. Your Available Balance does not include any checks you may have written or electronic Automated Clear House transactions (ACH) that you may have scheduled, which have not Posted to your Account. Please review the "Posting Order" section of this Agreement for information about how to calculate your Available Balance.

Protect your Account information:

You acknowledge that there is a growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on or deposited to your account. We recommend you take preventive measures, including, but not limited to, the following:

- Carefully and regularly review all Account information, such as checks, checkbooks, check stock, statements, Online Statements and Mobile Banking and Online Banking for unauthorized activity and promptly notify us of any problem (Note: you generally have 30 days to report unauthorized activity to us);
- Promptly notify us if you do not receive an expected statement;
- Protect your Account materials and information, such as your Account number, routing number, checkbook, ATM/debit card, passwords and PINs. Fraudsters may use this information to initiate fraudulent transactions against your Account;
- Only write checks to people and businesses who you know. Fraudsters may try to trick you by pretending to be friends and family, indicating you have won the lottery or sweepstakes, connecting with you through online dating sites, or impersonating law enforcement;
- Do not deposit checks from people you do not know. Criminals often request that you deposit a fake check into your account, then request that you return some of the funds. After you return the funds, the check bounces, but you are still responsible to us for the full amount of the check you deposited;
- Write your checks in a manner to prevent others from adding words, numbers or making other changes without your authorization;
- Protect your checks from unauthorized use and theft by securing your supply of checks at all times (for example, never leave checks in an unlocked vehicle, or unattended in a visible location), using tamper resistant checks, destroying checks you do not intend to use, and not signing blank checks. Check-related fraud is common. If you fail to take any of these preventive measures, we are not responsible for any losses that you may incur;
- Maintain control over Facsimile Signatures and e-signatures;
- Use care in releasing Account information to unknown parties;
- Write checks with care to avoid alterations and forgeries; and
- Secure your computer, mobile device, networks and systems used to access Mobile Banking and Online Banking.

Additional steps Business Customers should take to help reduce the risk of fraud on their accounts:

- Assign responsibilities for your business account to multiple individuals and periodically reassign duties;
- Have different people reconcile statements and withdraw funds;
- Watch for checks cashed out of sequence or made out to cash as flags for embezzlement;
- Review activity for unexpected fluctuations, such as the percentage of cash deposits to total deposit size;
- Notify us immediately when an authorized signer's authority ends so that their name can be removed from account access;
- Obtain insurance coverage for bank account fraud risks;
- Watch out for red flags that an imposter may be impersonating a vendor, such as if an alleged vendor changes their payment instructions;
- Only send trusted employees to deliver checks or make deposits;
- Utilize Bank products and services to help prevent fraud on analyzed business accounts, including Positive Pay, Positive Pay with Payee validation or ACH Debit Filter;
- Use certain industry best practices such as dual custody. With dual custody, when one user initiates an action like a payment or a change in the administration of a service, the action does not take effect until a second user approves the action using a different computer or mobile device; and
- Familiarize yourself with the specific rules that apply to your accounts and that may impact your liability for fraudulent activity.

Note: If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you are responsible for all losses that could have been prevented or mitigated by correct use of the recommended service or best practice.

Review your statements and Account activity:

When an Account statement or an Online Statement is made available to you, you must review it to verify there are no errors. Your statement is made available to you and considered received by you on the second Business Day after we mail it and your Online Statement is considered available to you on the date we notify you by email of its availability, even if this email is undeliverable.

Promptly notify us if you find an error:

If you identify an error on your Account statement or Online Statement, then you must promptly notify us in the timeframes stated below. You can notify us by contacting a branch or calling the Contact Center.

Types of Errors:

- Checks
  - If you identify a forged or unauthorized signature on the front of your check or an alteration to a check you wrote (for example, the name of the payee or the amount of the check has been changed), then you must notify us within 30 days of the day the statement or Online Statement containing the forged or unauthorized signature is made available to you. If the same person makes two or more unauthorized transactions on your Account and you fail to notify us of the first unauthorized transaction within this 30-day period, we are not liable to you for any subsequent unauthorized transactions of this type. In no event will we be liable to you for any alteration or unauthorized signature if you fail to notify us within one year after the statement or Online Statement is made available to you.
  - If you identify a check that has an unauthorized, missing or altered endorsement (signature on the back of the check), you must notify us within six (6) months of this check appearing on your Account statement or Online Statement.
  - We will not be liable to you if you fail to exercise ordinary care in protecting your checks and this failure substantially contributes to an alteration of or forgery on a check.
- Electronic Fund Transfers (EFT) - Any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an Account. For example, ATM, debit card, ACH and online Bill Pay transactions.

- If we transfer or present an EFT and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank and any subsequent returning bank (collectively, the Third-Party Bank(s)) against losses that result from the fact that:
  - The electronic image or electronic information is not derived from a paper check;
  - The person on whose account the electronically created item is drawn did not authorize its issuance or the payee stated on the item; or
  - A person receives a transfer, presentment or return of, or otherwise is charged for, an electronically created item in such a way that the person is asked to make payment based on an item the Third-Party Bank has paid. If we suffer any losses or liabilities from an indemnity obligation related to an electronically created item, you agree to indemnify and reimburse us and not hold us responsible or liable.
- For Consumer Accounts, please see the "Consumer Account Electronic Fund Transfer" section of the Agreement for additional information regarding the basic rights, liabilities and responsibilities of consumers who use EFTs.
- For Business Accounts, pursuant to National Automated Clearing House Association (NACHA) guidelines, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day that the item posts to your account. In order for us to meet this deadline, you must notify us to return a non-consumer ACH debit as unauthorized by the cut-off time we separately disclose (currently 3:00 P.M. Eastern Time of the business day following the business day the ACH debit entry posts). If you do not notify us of the unauthorized ACH debit according to this timeframe, we will not be able to return it without the cooperation and agreement of the originating financial institution. Any further effort to recover the funds must occur solely between you and the originating financial institution. Otherwise, you must notify us of any other unauthorized transaction within thirty (30) days of when your Account statement or Online Statement is made available to you. Upon notification, we will review the circumstances concerning the unauthorized transaction and any rules that apply to this type of transaction and determine, at our sole discretion, whether we will reimburse you for the unauthorized transaction.

  * ACH debit entries on business accounts -- Under the NACHA guidelines, certain types of ACH debit entries may only be presented on a consumer account. We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on a business account.

Provide us with identification information:

Federal law, including the USA PATRIOT Act and the Bank Secrecy Act, requires us to obtain, verify and record information that identifies each customer who opens an Account with us. At Account opening, we will ask you for your name, date of birth, address and a number which personally identifies you (such as a Social Security number, tax payer number, or passport number and country of issuance). We are also required to request this information for any individual who owns a twenty-five percent (25%) or greater equity interest in your Legal Entity and the identity of individual(s) who may have significant responsibility to control, manage or direct your Legal Entity (such as an executive officer or senior manager). A Legal Entity is a corporation, limited liability company, other entity created by the filing of a public document with a Secretary of State or similar office, a general partnership, limited partnership, or business trusts that are formed by a filing with a state office, and any similar entity formed under the laws of a foreign jurisdiction that opens an Account. You agree to promptly comply with our requests for information and acknowledge that we may use references or other reasonable means to determine and verify the identity of the above-described individuals. If you or anyone else refuse to provide information that we reasonably request, or if we are unable to verify the identity of any person, we may close your Account and you will not hold us liable for any consequence for closing it.

You also agree to comply with all local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). See the section of this Agreement titled "Increased Compliance-Related Costs to Establish or Maintain Your Account" for more information.

You are required to cooperate with us:

You must cooperate with us in the daily course of doing business with us. In addition, you are required to cooperate with us in the investigation of any loss related to a forgery, alteration or unauthorized signature, which may include providing us with an affidavit containing statements that enable us to pursue legal prosecution to prevent or recover any loss. We have a reasonable period of time to investigate the facts and circumstances surrounding any loss claim. You may be required to notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to your Account.

Preserve your rights:

If you experience a loss, you agree not to waive any rights you may have to recover this loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them.

Restricted Transactions:

You must not use your Account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. At our discretion, we may block or otherwise prevent those transactions and, further, we may close the account or end our relationship with you.

CHECKS

Endorsement:

All checks cashed or deposited into your Account must be endorsed. An Endorsement is a signature, stamp or mark on the back of a check. Your Endorsement must be below the "Endorse Here" instruction, but above the instruction of "Do not sign/ write/stamp below this line." If you write below the line and that delays our returning the check or the check being returned by another bank, then we are not liable to you for any loss you may incur and you will reimburse us for any loss we incur as a result of you writing below the line. If a check is deposited into your Account without an Endorsement, we may endorse it for you.

A check made out to two or more people with "and" must be endorsed by each person. If the check is payable to two or more people and the term "and" is not stated on the check, then one person may endorse the check and deposit or cash it (an "Or Check"). For an Or Check, we will have no liability to you for a check cashed or deposited by another payee on the check.

Facsimile and Mechanical Signatures:

If you use any device to provide a faxed, electronic, computer-generated or other mechanical signature (including a stamp), it will be treated as if you physically signed it. A Facsimile or Mechanical Signature is a signature produced by mechanical means that is used by an Owner, Authorized Signer or Signer on an Account. We will pay any check or other item drawn on your Account bearing a Facsimile or Mechanical Signature regardless of how or by whom the Facsimile Signature was placed on the item. We may pay such items from your Account regardless of who is named as payee. You assume full responsibility for all payments made by us in good faith based on any Facsimile or Mechanical Signature. Please see the "Your Account Responsibilities" section of the Agreement regarding your responsibility to safeguard your Facsimile Signature.

Special Instructions, Restrictions or Notations on the Check:

We are not bound by any restriction or notations on the front or back of a check, such as, for example, "Two signatures required," "Void after six months," "Void over $50," "Payment in full" or an undated or post-dated check. We may, without inquiry or liability, pay a check even if it contains such instructions, restrictions or notations. Likewise, when you deposit or cash a check or write a check with a restriction or notation, you are responsible for any loss or expense we or you may incur related to the restriction or notation.

Post-Dated and Stale Checks:

A post-dated check is a check you issue with a date in the future. You agree not to write a check for a date in the future (post-dated). We may pay a post-dated check before its date with no liability to us or you. We may, but have no obligation to, pay a check that is older than 6 months (stale) with no liability to us or you. If you do not want a post-dated or stale check to be paid, you must place a stop payment on it. Please see the "Stop Payment" section for more information.

Examining Checks:

We pay checks on an automated basis and do not visually review each check. Although we may visually review a sample of checks from time to time, reasonable commercial standards do not require us to do so. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations or other unauthorized uses of your checks or Account as described in the "Your Account Responsibilities" section of the Agreement. You agree that the exercise of ordinary care does not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Checks Presented by a Non-Customer:

For these transactions, we require acceptable identification, which may include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with the requested identification. We may charge a fee for non-customers to cash a check.

Checks with Multiple Signatures:

We may act on the instructions of any one authorized signer on your account and not require multiple signatures. If you have indicated that more than one signature is required to transact on your account, you acknowledge and agree that such requirements are for your own control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures. We are not responsible for reviewing your checks or other transactions for multiple signatures.

Acceptable Form for Checks:

Your checks must meet our standards, including paper stock and dimensions; we may refuse checks that do not or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. We are not responsible for losses that result from your failure to follow our check standards.

Check Collection:

All checks cashed or deposited into your Account are conditional and subject to final payment. We may, upon notice to you, send a check for collection instead of treating it as a deposit. This means that we send the check to the issuer's bank for payment. Your Account will not be credited for a sent check until we receive payment for it.

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. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account; however, you have rights under other laws with respect to those transactions.

What are your 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 or Returned Item fees). The amount of the 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 laws.

If you use this procedure, you may receive up to an amount, not lower than $2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (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 you 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 contact us in writing at 4140 East State Street, Hermitage, PA 16148, or call our Contact Center at 1-800-555-5455. You must contact us within forty (40) calendar days of the date that we mailed or otherwise delivered by an appropriate means the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will reasonably extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

DEPOSITS

Deposits to your Account are processed in accordance with this Agreement and applicable law, rules and regulations. Please refer to the "Checks," "Funds Availability" and "Posting Order" sections of the Agreement for additional information that may affect your deposits. All items credited or deposited to your Account are conditional and are subject to final payment.

How you may make a deposit:

You, or any person, may deposit any amount of money into your Account at any branch during normal business hours. You may also deposit money into your Account by ATM, FNB Direct Mobile app, incoming wire transfer, mail, night depository (if applicable), or direct recurring deposit (such as Social Security or your paycheck), as well as by transferring funds via branch, telephone, Mobile Banking or Online Banking. Do not send cash deposits by mail. We are not responsible for any deposit that we do not receive, and our records are the conclusive proof of whether we received the deposit.

When you may make a deposit:

Deposits may be made to your Account on any day at any time. Both the day and the time of day when you make the deposit are important. Please see our "Cut-Off Time Schedule" for more information. If your deposit is made on a non-Business Day, then it will be treated as if it was deposited on the next Business Day, before the cut-off time. For example, if your deposit is made on Saturday, then it is treated as if the deposit was made before the cut-off time on Monday (provided this Monday is not a Federal holiday).

Verification and possible delay of deposits:

All deposits are subject to our verification and review for compliance with the law and our policies. This includes, but is not limited to, deposits in ATMs and ATMs with TellerChat. This may result in delays in the availability of such deposits or credits to your Account, or our refusal to accept all or part of the deposit. All non-cash deposits to your Account are subject to our receipt of final payment. If final payment is not received or if any item cashed or deposited is charged back or returned to us for any reason, we will charge your Account(s) for this item our Returned Deposit or Cash Item fee and any other costs or expenses we may incur, without prior notice to you. Deposited checks less than $100 that are returned unpaid will be sent by us for payment again without us notifying you of the nonpayment. We may also hold payment for deposited checks less than $100 that are drawn on us if they are not initially paid. We may accept the late return of an item cashed or deposited to your Account by another bank without liability to you and charge the item back to your Account. If the late return is based on an alteration, forgery or unauthorized signature, we may place a hold on your Account until we make a final determination on the validity of the claim. We will not be liable to you if charging your Account for a returned or charged back item overdraws your Account and you incur Overdraft or Returned Item fees.

Our right to refuse a deposit:

We may refuse any deposit or limit the amount which may be deposited into your Account. We may refuse to cash a check for you and instead require you to deposit the check into your Account.

Deposits made in error:

You agree not to use any deposit or credit that is erroneously deposited into your Account and to promptly reimburse us for such error, regardless of who is at fault, upon our notice to you.

Notices concerning deposits:

We have no obligation to provide you with notice of any nonpayment, dishonor or protest regarding any deposits credited or charged to your Account. To the extent permitted by law, you agree to waive any right you may have to receive notice of a deposit to your Account made by wire transfer.

ACH Credits:

A credit to your Account may be transmitted by ACH. An ACH is an electronic debit or credit processed through the Automated Clearing House network. Any ACH credit is conditional until we receive final payment of the amount. If we do not receive final payment for an ACH credit, we will debit your Account for the conditional ACH credit amount, which may overdraw your Account and result in Overdraft or Returned Item fees. We will not provide you with next-day notification of an ACH credit. ACHs are identified on your Account statement or Online Statement.

Mobile Deposits Using FNB Xpress Deposit:

When you make a mobile deposit to an eligible consumer account with the FNB Direct Mobile Banking app, we may offer you accelerated funds availability in return for a fee. Please see the Consumer Fee Schedule. These FNB Xpress Deposit offers are made at our sole discretion and are based upon your account type and banking history among other factors. Deposits eligible for and subject to our FNB Xpress Deposit service will be credited to your Account first, before any other items such as deposits and withdrawals made the same day.

For the purposes of processing real-time transactions, Mobile Deposits with an accepted FNB Xpress Deposit offer will update your Available Balance immediately upon completion of the Mobile Deposit regardless of the day or time. This means that you will have access to these funds via electronic transactions such as Internal Transfers, ATM withdrawals and ATM/debit card point-of-sale purchases as soon as the Mobile Deposit with an accepted FNB Xpress Deposit offer has been successfully completed. This does not necessarily mean that these funds will be available for the purpose of paying transactions in nightly processing. Nightly processing occurs at the end of every Business Day. Checks, miscellaneous debits, service charges and fees, returned deposited items, wire transfers, ACH withdrawals, money market withdrawals, account closing withdrawals and loan payments (collectively, "Nightly Items") are paid during nightly processing. The availability of Mobile Deposits performed with an accepted FNB Xpress Deposit offer to cover

Nightly Items is determined based on the day and time the Mobile Deposit is successfully completed. Please see below.

Mobile Deposits with FNB Xpress Deposit performed BEFORE 7:00 PM on a Business Day:
These funds will be eligible to cover Nightly Items in that day's nightly processing window unless those funds are removed by a transaction performed by you in advance of the completion of nightly processing. This means that Mobile Deposits made with an accepted FNB Xpress Deposit offer before 7:00 PM, which remain in your Account during nightly processing, will be reflected in the balance we use to pay the Nightly Items listed above.

Mobile Deposits with FNB Xpress Deposit performed AFTER 7:00 PM on a Business Day, or at any time on a non-Business Day:
These funds will not be available to cover that day's Nightly Items and will instead be available to cover transactions on the next Business Day unless those funds are removed by you in advance of the next nightly processing window

FUNDS AVAILABILITY

Your ability to withdraw funds:

Our policy generally is to make funds from your cash and check deposits available to you on the first Business Day after the Business Day of your deposit; however, checks drawn on us will generally be available on the evening of your deposit on a Business Day to pay checks or other transactions that are presented to us that evening for posting. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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 Business Day of your deposit. Depending on the type of check you deposit, funds may not be available until the second Business Day after the Business Day of your deposit. The first $275 of your deposits, however, may be available on the first Business Day. If we are not going to make all of the funds from your deposit available on the first Business Day after the Business Day of your deposit, we will notify you at the time you make your 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 a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one Business Day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds become available. Funds generally will be available no later than the 7th Business Day after the day of your deposit.

Special rules for new accounts:

If you are a new customer, the following special rules apply during the first thirty (30) calendar days after your Account is opened:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers and the first $6,725 of the day's total deposit of cashier's, certified, teller's, traveler's and Federal, state and local government checks will be available on the first Business Day after the Business Day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available to you on the 9th Business Day after the Business Day of your deposit.
- If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first

$6,725 will not be available until the 2nd Business Day after the day of your deposit.

- Funds from all other check deposits will be available on the 11th Business Day after the day of your deposit.

Holds on other funds (check cashing):

If we cash a check for you on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Holds on other funds (other Accounts):

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods described elsewhere in this Agreement for the type of check you deposited.

Deposits at ATMs:

All ATMs that we own or operate are identified on our machines as "First National Bank" and display our logo. For deposits at ATMs we own or operate, please refer to the "Cut-Off Times Schedule." Funds from any deposits made at an ATM we do not own or operate will not be available until the next Business Day after the Business Day of your deposit.

CUT-OFF TIMES SCHEDULE

Below is a schedule of our cut-off times, which are Eastern Standard Time (EST) or Eastern Daylight Time (EDT) when applicable. We reserve the right to change the cut-off times set forth in the schedule upon notice to you. The availability of the funds is subject to our "Funds Availability Policy."

Transaction Type	Cut-Off Time	Transaction Timing	Pending/ Preauthorization	Impact to Your Balance for End of Day Processing	Funds Available for Withdrawal
DEPOSITS					
Standard Mobile Deposit	7:00 PM	Before 7 pm on Business Day	Typically Within Minutes	Available to pay transactions in Next Business Day's Processing	Next Business Day
		After 7 pm on Business Day (or Any Time on Non-Business Day)	Next Business Day	Available to pay transactions in 2nd Business Day's Processing	2nd Business Day
Traditional ATM Deposit (Envelope Cash and/or Envelope Check)	6:00 PM	Before 6 pm on Business Day	Immediately	Available to pay transactions in Next Business Day's Processing	Next Business Day
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in 2nd Business Day's Processing	2nd Business Day
Smart ATM Deposit (Check Deposits)	6:00 PM	Before 6 pm on Business Day	Immediately	Available to pay transactions in Next Business Day's Processing	Next Business Day
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in 2nd Business Day's Processing	2nd Business Day
Smart ATM Deposit (Cash Deposit)	10:00 PM	Before 10 pm on Business Day	Immediately	Available to pay transactions in That Night's Processing	Immediately
		After 10 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in Next Business Day's Processing	Immediately
FNB Xpress Deposit	7:00 pm	Before 7 pm on Business Day	Immediately	Available to pay transactions in That Night's Processing	Immediately
		After 7 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in Next Business Day's Processing	Immediately
TRANSFERS					
ATM Transfers and ATM Transfers with Teller Chat (ITMs)	6:00 PM	Before 6 pm on Business Day	Immediately	Available to pay transactions in That Night's Processing	Immediately
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in Next Business Day's Processing	Immediately
Online, Mobile and Telephone Banking (IVR) Transfers	10:00 PM	Before 10 pm on Business Day	Immediately	Available to pay transactions in That Night's Processing	Immediately
		After 10 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Available to pay transactions in Next Business Day's Processing	Immediately
Zelle Instant Payments	6:00 pm	Before 6 pm on Business Day	Typically Within Minutes	Available to pay transactions in That Night's Processing	Typically Within Minutes
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Typically Within Minutes	Available to pay transactions in Next Business Day's Processing	Typically Within Minutes
CARD TRANSACTIONS					
ATM/Debit Card (Cash Withdrawal Purchase w/PIN)	6:00 PM	Before 6 pm on Business Day	Immediately	Decreases Available Balance for That Night's processing	N/A
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Decreases Available Balance up until That Night's processing or Next Day's processing	N/A
Debt Card Purchase (w/Signature)	6:00 PM	Before 6 pm on Business Day	Immediately	Decreases Available Balance for That Night's processing	N/A
		After 6 pm on Business Day (or Any Time on Non-Business Day)	Immediately	Decreases Available Balance up until That Night's processing or Next Day's processing (If Non-Business Day)	N/A

Example 1 - Zelle Deposit Transfer made After Cut-off Time:

Date	Time	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
8/16		Beginning Balance		$80	$80
8/16	12:30 PM	Debit Card Preauth - Gas Station	$ (35.00)	$45.00	$ 60.00
8/16	10:30 PM	Debit Card Preauth - Fast Food	$ (20.00)	$25.00	$ 60.00
8/16	n/a	Check 345	$ (40.00)	($15.00)	$ 45.00
8/17	12:05 AM	Zelle Credit	$50.00	$35.00	$ 45.00

In the example above, the Zelle credit was done after the cut-off time of 6:00 PM EST or EDT (as applicable). Therefore, the funds were not available to pay check #345 for $40.00, which would be assessed an NSF fee.

Example 2 - Online Banking Deposit Transfer made After Cut-off Time:

Date	Time	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
8/16		Beginning Balance		$200	$200
8/16	1:25 PM	Debit Card Preauth - Drug Store	$ (25.00)	$175.00	$200.00
8/16	3:00 PM	ATM Withdrawal	$ (100.00)	$75.00	$100.00
8/16	prescheduled	ACH Electric Bill	$ (85.00)	($10.00)	$15.00
8/16	10:05 PM	OLB transfer from Savings	$ 50.00	$40.00	$15.00

In the example above, the OLB transfer from savings was done after the cut-off time of 10:00 PM. Therefore, the funds were not available to pay the ACH for $85, which would be assessed an NSF fee.

Example 3 - Smart ATM Cash Deposit made After Cut-off Time:

Date	Time	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
8/16		Beginning Balance		$200	$200
8/16	8:45 AM	Zelle Debit	$ (150.00)	$50.00	$50.00
8/16	5:30 PM	Debit Card Preauth - Restaurant	$ (80.00)	($30.00)	$50.00
8/16	n/a	Check 238	$ (25.00)	($55.00)	$25.00
8/16	11:30 PM	ATM Cash Deposit - Smart ATM	$ 100.00	$45.00	$25.00

In the example above, the ATM Cash Deposit made at the Smart ATM was done after the cut-off time of 10:00 PM. Therefore, the funds were not available to pay check 238 for $25, which would be assessed an NSF fee.

WITHDRAWALS

You may withdraw money from your Account as permitted by your Account type. We reserve the right to require at least seven (7) days' prior written notice from you before you may withdraw money from a savings, negotiable order of withdrawal (NOW), or money market account. For withdrawals by check, your check must be properly completed and signed by you or an Authorized Signer or a Signer on your Account. If your Account is a joint account or if there are multiple Signers on your Account, we may honor a check that is signed by any joint Owner or Signer. Upon the earlier of either: (1) a transaction being presented by electronic or other means; or (2) us receiving notification that a check drawn on your Account was deposited for collection by another bank, we will debit your Account. It is at our sole discretion not to permit a withdrawal if you do not have sufficient available funds. Please see the "Overdraft" section for more information on when your Account does not have sufficient funds.

We may place reasonable restrictions on large cash withdrawals. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit a large amount of cash, we may require you to provide adequate security or exercise other options to mitigate possible risks.

You are permitted to make no more than six (6) transfers and withdrawals, or a combination of transfers and withdrawals, per calendar month for savings accounts or per statement cycle for money market accounts, including transfers to another Account with us or to another bank by means of Mobile Banking, Online Banking, preauthorized telephone or automatic transfer, or by check, draft, debit card or similar order made by the depositor and payable to third parties. If you have more than six (6) transfers or withdrawals per calendar month, you may be charged an Excess Transfer Fee (see the Fee Schedule). You can make unlimited deposits and withdrawals at a branch or ATM.

POSTING ORDER

Your Available Balance:

Your Available Balance is the amount of money you have in your Account that is available for you to use. Your Ledger Balance is your balance after all transactions are deposited to or paid from your Account. We use your Available Balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). You can obtain your Available Balance at any ATM, through Mobile Banking or Online Banking, or you may contact a branch or our Contact Center for your Available Balance. If you use Mobile Banking or Online Banking, please use your Available Balance, not your Ledger Balance, when determining the amount of money you have available to use.

IMPORTANT NOTE: Your Available Balance does not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include the following:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers and ACH transactions that we have not received for payment or have not received in time for our nightly processing to include in your Available Balance).
- The Settlement amount of your Preauthorization (as defined in the "Posting Order" section).
- Debit card transactions that were Preauthorized, but the Preauthorization has been removed and the transaction has not yet Settled.

Important terms related to Posting Order:

Any transaction that we receive as Posted, Pending or Pre-Authorized to your Account will affect your Available Balance. We are not liable to you for damages you may incur if any transaction is not paid because of our Posting Order. For you to understand how withdrawals affect your Account, it is important for you to know the difference between these terms:

- Post/Posted - Transactions that are paid and these funds are no longer available to you. Posted transactions will decrease both your Available Balance and your Ledger Balance.
- Pending - Credit and debit transactions that we receive notice of and are scheduled to Post to your Account. Pending transactions affect your Available Balance, but not your Ledger Balance.
- Preauthorization and Settlement - When you use your debit card to make a purchase without entering your PIN, the transaction is completed in a two-step process. This two-step process consists of the Merchant's Preauthorization of the transaction amount and Settlement of the transaction amount, which is final payment of the transaction. The Settlement amount may be the same or could be different than the Preauthorization amount. The timing of this two-step process is controlled solely by the Merchant, and may take several days for the Merchant to complete. Preauthorizations will decrease your Available Balance, but not your Ledger Balance. When Settlements are Posted they will decrease both your Available Balance and your Ledger Balance.

Deposits and Credits:

Money deposited or credited into your Account may not be immediately available under our "Funds Availability Policy" (see our "Funds Availability Policy") or depending upon when and how you made the deposit (see "Deposits," "Cut-Off Times Schedule"). If your Available Balance is enough to cover some, but not all, of your transactions that reduce your Available Balance, we will exercise our sole discretion in paying some, but not all, of the transactions, and we will pay any transactions in accordance with our Posting Order stated above.

Pending ATM and Debit Card Transactions:

Pending ATM and debit card transactions decrease your Available Balance in the order of the date and time we receive notice of them. Because each Merchant's processing times vary, the time we receive a Pending ATM or debit card transaction may be later than the time shown on the receipt you receive from the Merchant. In addition, we receive Pending ATM and debit card transactions throughout the day and not necessarily in the order in which they occur. If multiple ATM and debit card transactions are Pending at the same time, or are grouped together and contain no time stamp or some other way to determine the order sequence, then these items will be processed together in the order of highest to lowest dollar amount.

Debit Card Preauthorizations and Potential Fees:

Debit card Preauthorizations decrease your Available Balance as described in our Posting Order. For purposes of this section, this debit card Preauthorization transaction will be referred to as "Your Purchase." If Your Purchase decreases your Available Balance and a subsequent transaction overdraws your Account, you will be charged an Overdraft or Returned Item fee(s) for that subsequent transaction. We may pay and not charge a fee for ATM/Everyday Debit card transactions that are authorized (approved) on a positive Available Balance sufficient to cover your purchase that Settle against an insufficient balance due to subsequent transactions. If your Purchase was authorized (approved) on an insufficient Available Balance and later Settles and Posts to your Account on an insufficient balance, you may be charged an Overdraft fee.

Our reliance on Pending or Preauthorized electronic debits:

We may conclusively rely on Pending and Preauthorized electronic debits to determine your Available Balance even if the Pending or Preauthorized electronic debit incorrectly describes the transaction or does not later Post to your Account. In many cases, using a debit card to book a hotel room or rental car is discouraged due to the potentially large holds placed on your account with this transaction, even if you do not use your debit card to pay for the purchase. This could result in you being charged an Overdraft or Returned Item fee, or cause transactions to be declined or checks to be returned, if your Available Balance is not sufficient to pay them.

How we process (post) transactions to your Consumer Account:

We process transactions each Business Day during our end of day processing. Once we process your transactions, the results are Posted to your Consumer Account. There are four key steps to this process. The most common types of transactions are processed as described below.

STEP 1: We determine your available balance for paying transactions during end of day processing:

- We start with the ending Ledger Balance from our prior Business Day's end of day processing.
- We subtract from this the amount of any deposits that are not available to you under our "Funds Availability Policy" and any amounts that are not available to you due to "Legal Proceedings" (see our "Funds Availability Policy" and "Legal Proceedings" sections for more detail).
- We subtract from or add to this amount, as appropriate, Preauthorized transactions that have not settled, and settled transactions scheduled to Post the following Business Day (see our "Cut-Off Times Schedule" for more details).

STEP 2: Generally, we sort your transactions into categories before we process them in the following order:

- We add all credits and deposits to your Account minus any holds for this Business Day (see our "Funds Availability Policy" and "Legal Proceedings" sections for more detail).
- We subtract Returned Item, Overdraft and Stop Item Charge fees.
- We subtract from your Account outgoing wire transfers and Mobile Banking and Online Banking transfers from highest to lowest dollar amount.

- We process Pending withdrawals/payments that cannot be returned unpaid, such as debit card transactions and ATM withdrawals. We will generally sort and pay them based on the date and time we receive the final payment. Multiple transactions received with the same date and time will be sorted and paid from highest to lowest dollar amount.
- We then use your remaining funds to pay transactions such as Posted checks, ACH payments and Online bill payments, in the order of highest to lowest dollar amount.
- We then use your remaining funds to pay for service charges and fees.

IMPORTANT NOTE: This step describes the most common types of transactions that may occur on your Consumer Account, but does not describe every type of transaction that could occur.

STEP 3: If the Available Balance in your Consumer Account is not enough to pay for all your transactions, we will take the following steps:

- First, use Overdraft Protection (if available). We will transfer or advance available funds from a checking or savings account or a line of credit you have linked to your Account for Overdraft Protection. See the "Overdraft" section for more detail.
- Then, we decide whether to pay your transaction into Overdraft or return it unpaid. At our discretion, we may pay a check or automatic payment into Overdraft, rather than returning it unpaid. This is our standard overdraft coverage. If we pay the transaction into Overdraft, it may help you avoid additional fees that may be assessed by the Merchant. Debit card transactions presented to us for payment will be paid into Overdraft and will not be returned unpaid, even if you do not have sufficient funds in your Account. See the "Overdraft" section for more detail.

STEP 4: Finally, we assess any Overdraft Protection Fee, as applicable, to your Account. See the Fee Schedule for the amounts of these fees.

Consumer Account Posting Order Examples:

Please note that the following examples assume customer has elected Optional Overdraft Services. See page 22 for more detail.

<u>Example 1 - When you have a sufficient Available Balance to pay for transactions:</u>

On Thursday morning, your Available Balance is $1,000. You start your day off by purchasing coffee at 7:15 AM ($5) and then you visit the ATM to withdraw cash ($10) at 7:45 AM. Throughout the morning you run errands and make purchases using your debit card at a department store ($75), a home improvement store ($125) and a hardware store ($15). You also make a second stop at the ATM at 1:00 PM and withdraw additional cash ($100). You remember that you have a check from your mother ($500), who is also an FNB customer, that you deposit at an FNB branch at 3:00 PM. In addition to these transactions, two other items will Post to your Account today: check #234 ($200), which was received by us Wednesday night after banking hours, and your previously scheduled automated monthly car payment ($275).

The charts below compare the order of these credits and debits in real time and under our Posting Order, as well as how each of them will affect your Available Balance, which is now $695, under our Posting Order.

Order in which transactions were completed by the customer					
Date	Time Customer Transacted	Pending Time	Customer Transactions	Transaction Amount	Checkbook Balance
2/22	12:00 Midnight		Beginning Balance		$ 1,000.00
2/22	7:00 PM	N/A	Check #234	$ (200.00)	$ 800.00
2/23	Prescheduled	N/A	ACH Car Payment	$ (275.00)	$ 525.00
2/23	7:15 AM	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 520.00
2/23	7:45 AM	7:45 AM	ATM Withdrawal	$ (10.00)	$ 510.00
2/23	10:00 AM	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 435.00
2/23	10:25 AM	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 310.00
2/23	11:00 AM	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 295.00
2/23	1:00 PM	1:00 PM	ATM Withdrawal	$ (100.00)	$ 195.00
2/23	3:00 PM	3:00 PM	Deposit	$ 500.00	$ 695.00
2/23	3:00 PM		Ending Balance		$ 695.00

Order in which transactions would be reflected in end of day processing				
Date	Pending Time	Customer Transactions	Transaction Amount	Available Balance
2/22		Beginning Balance		$ 1,000.00
2/23	3:00 PM	Total Deposits	$ 500.00	$ 1,500.00
2/23	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 1,495.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ 1,485.00
2/23	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 1,360.00
2/23	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 1,285.00
2/23	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 1,270.00
2/23	1:00 PM	ATM Withdrawal	$ (100.00)	$ 1,170.00
2/23	N/A	ACH Car Payment	$ (275.00)	$ 895.00
2/23	N/A	Check #234	$ (200.00)	$ 695.00
2/23		Ending Balance		$ 695.00

<u>Example 2 - When you do not have a sufficient Available Balance to pay for transactions and as a result you are assessed an Overdraft fee:</u>

On Thursday morning, your Available Balance is $250. You start your day off by purchasing coffee at 7:15 AM ($5) and then you visit the ATM to withdraw cash ($10) at 7:45 AM. Throughout the morning, you run errands and make purchases using your debit card at a department store ($75), a home improvement store ($125) and a hardware store ($15). You remember that you have a check from your mother ($500), who is also an FNB customer, that you deposit at an FNB branch at 3:00 PM. In addition to these transactions, three other items will Post to your Account today: check #234 ($200), which was received by us Wednesday night after banking hours, check #235 ($100) that Posted to your Account at 1:00 PM and your previously scheduled automated monthly car payment ($275).

In this example, your Available Balance is negative $55, under our Posting Order. You will be charged one Overdraft fee for check #235.

Order in which transactions were completed by the customer					
Date	Time Customer Transacted	Pending Time	Customer Transactions	Transaction Amount	Checkbook Balance
2/22	12:00 Midnight		Beginning Balance		$ 250.00
2/22	7:00 PM	N/A	Check #234	$ (200.00)	$ 50.00
2/23	Prescheduled	N/A	ACH Car Payment	$ (275.00)	$ (225.00)
2/23	7:15 AM	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ (230.00)
2/23	7:45 AM	7:45 AM	ATM Withdrawal	$ (10.00)	$ (240.00)
2/23	10:00 AM	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ (315.00)
2/23	10:25 AM	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ (440.00)
2/23	11:00 AM	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ (455.00)
2/23	1:00 PM	1:00 PM	Check #235	$ (100.00)	$ (555.00)
2/23	3:00 PM	3:00 PM	Deposit	$ 500.00	$ (55.00)
2/23	3:00 PM		Ending Balance		$ (55.00)

Order in which transactions would be reflected in end of day processing				
Date	Pending Time	Customer Transactions	Transaction Amount	Available Balance
2/22		Beginning Balance		$ 250.00
2/23	3:00 PM	Total Deposits	$ 500.00	$ 750.00
2/23	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 745.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ 735.00
2/23	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 610.00
2/23	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 535.00
2/23	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 520.00
2/23	N/A	ACH Car Payment	$ (275.00)	$ 245.00
2/23	N/A	Check #234	$ (200.00)	$ 45.00
2/23	N/A	Check #235**	$ (100.00)	$ (55.00)
2/23		Ending Balance		$ (55.00)

** This transaction may be paid into Overdraft or Returned and you will be charged an Overdraft or Returned Item Fee on 2/24.

Preauthorization Examples:

Example 3 - When a Preauthorization reduces your Available Balance, but you have sufficient funds to pay your transactions:

On Thursday morning, your Available Balance is $1,000. You start your day off by purchasing coffee at 7:15 AM ($5) and then you visit the ATM to withdraw cash ($10) at 7:45 AM. Throughout the morning, you run errands and make purchases using your debit card at a department store ($75), a home improvement store ($125) and a hardware store ($15). You also make a second stop at the ATM at 1:00 PM and withdraw additional cash ($100). You remember that you have a check from your mother ($500), who is also an FNB customer, that you deposit at an FNB branch at 3:00 PM. Your last errand is to rent a car and your debit card is Preauthorized for this rental ($250). Later, you go out to dinner and your server Preauthorizes your debit card ($75). In addition to these transactions, two other items will Post to your Account today: check #234 ($200), which was received by us Wednesday night after banking hours, and your previously scheduled automated monthly car payment ($275).

Your two Preauthorizations of $250 and $75 are combined below in the Available Balance calculation as $325 in "Aggregated Authorization Holds." Your Available Balance is $370 under our Posting Order.

Order in which transactions were completed by the customer

Date	Time Customer Transacted	Pending Time	Customer Transactions	Transaction Amount	Checkbook Balance
2/22	12:00 Midnight		Beginning Balance		$ 1,000.00
2/22	7:00 PM	N/A	Check #234	$ (200.00)	$ 800.00
2/23	Prescheduled	N/A	ACH Car Payment	$ (275.00)	$ 525.00
2/23	7:15 AM	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 520.00
2/23	7:45 AM	7:45 AM	ATM Withdrawal	$ (10.00)	$ 510.00
2/23	10:00 AM	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 435.00
2/23	10:25 AM	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 310.00
2/23	11:00 AM	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 295.00
2/23	1:00 PM	1:00 PM	ATM Withdrawal	$ (100.00)	$ 195.00
2/23	3:00 PM	3:00 PM	Deposit - Cash	$ 500.00	$ 695.00
2/23	4:30 PM	N/A	Car Rental - Authorization Hold	$ (250.00)	$ 445.00
2/23	6:00 PM	N/A	Debit Card Restaurant - Authorization Hold	$ (75.00)	$ 370.00
2/23	6:00 PM		Ending Balance		$ 370.00

Order in which transactions would be reflected in end of day processing

Date	Pending Time	Customer Transactions	Transaction Amount	Available Balance	Ledger Balance
2/22		Beginning Balance		$ 1,000.00	$ 1,000.00
2/23	3:00 PM	Total Deposits	$ 500.00	$ 1,500.00	$ 1,500.00
2/23	NA	Aggregated Authorization Holds for the Business Day *	$ (325.00)	$ 1,175.00	$ 1,500.00
2/23	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 1,170.00	$ 1,495.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ 1,160.00	$ 1,485.00
2/23	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 1,035.00	$ 1,360.00
2/23	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 960.00	$ 1,285.00
2/23	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 945.00	$ 1,270.00
2/23	1:00 PM	ATM Withdrawal	$ (100.00)	$ 845.00	$ 1,170.00
2/23	N/A	ACH Car Payment	$ (275.00)	$ 570.00	$ 895.00
2/23	N/A	Check #234	$ (200.00)	$ 370.00	$ 695.00
2/23		Ending Balance		$ 370.00	$ 695.00

* These funds were subtracted from the available balance because they were authorized, but have not yet settled to the account.

Example 4 - When a Preauthorization and its Settlement decreases your Available Balance so that you do not have sufficient funds to pay your transactions:

On Thursday morning, your Available Balance is $350.00. You start your day off by purchasing coffee at 7:15 AM ($5) and then you visit the ATM to withdraw cash ($10) at 7:45 AM. Throughout the morning, you run errands and make purchases using your debit card at a department store ($75), a home improvement store ($125) and a hardware store ($15). You also make a second stop at the ATM at 1:00 PM and withdraw additional cash ($100). You remember that you have a check from your mother ($500), who is also an FNB customer, that you deposit at an FNB branch at 3:00 PM. Your last errand is to rent a car and your debit card is Preauthorized for this rental ($250). Later, you go out to dinner and your server Preauthorizes your debit card ($75). In addition to these transactions, two other items Post to your Account today: check # 234 ($200), which was received by us Wednesday night after banking hours, and your previously scheduled automated monthly car payment ($275).

At the end of Day One, your Available Balance, which includes $325 in Preauthorizations called "Aggregated Authorization Holds," is negative $280 and your Ledger Balance is $45 under our Posting Order. In this example, you will be charged two Overdraft fees: one for the ACH car payment and another for check #234.

Order in which transactions were completed by the customer

Date	Time Customer Transacted	Pending Time	Customer Transactions	Transaction Amount	Checkbook Balance
2/22	12:00 Midnight		Beginning Balance		$ 350.00
2/22	7:00 PM	N/A	Check #234	$ (200.00)	$ 150.00
2/23	Prescheduled	N/A	ACH Car Payment	$ (275.00)	$ (125.00)
2/23	7:15 AM	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ (130.00)
2/23	7:45 AM	7:45 AM	ATM Withdrawal	$ (10.00)	$ (140.00)
2/23	10:00 AM	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ (215.00)
2/23	10:25 AM	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ (340.00)
2/23	11:00 AM	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ (355.00)
2/23	1:00 PM	1:00 PM	ATM Withdrawal	$ (100.00)	$ (455.00)
2/23	3:00 PM	3:00 PM	Deposit - Cash	$ 500.00	$ 45.00
2/23	4:30 PM	N/A	Car Rental - Authorization Hold	$ (250.00)	$ (205.00)
2/23	6:00 PM	N/A	Debit Card Restaurant - Authorization Hold	$ (75.00)	$ (280.00)
2/23	**6:00 PM**		**Ending Balance**		**$ (280.00)**

Order in which transactions would be reflected in end of day processing

Date	Pending Time	Customer Transactions	Transaction Amount	Available Balance	Ledger Balance
2/22		Beginning Balance		$ 350.00	$ 350.00
2/23	3:00 PM	Total Deposits	$ 500.00	$ 850.00	$ 850.00
2/23	NA	Aggregated Authorization Holds for the Business Day *	$ (325.00)	$ 525.00	$ 850.00
2/23	7:16 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 520.00	$ 845.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ 510.00	$ 835.00
2/23	12:00 Noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 385.00	$ 710.00
2/23	12:00 Noon	Debit Card Purchase - Dept Store	$ (75.00)	$ 310.00	$ 635.00
2/23	12:00 Noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ 295.00	$ 620.00
2/23	1:00 PM	ATM Withdrawal	$ (100.00)	$ 195.00	$ 520.00
2/23	N/A	ACH Car Payment **	$ (275.00)	$ (80.00)	$ 245.00
2/23	N/A	Check #234 **	$ (200.00)	$ (280.00)	$ 45.00
2/23		**Ending Balance**		**$ (280.00)**	**$ 45.00**

* These funds were subtracted from the available balance because they were authorized, but have not yet settled to the account.

** This transaction may be paid into Overdraft or Returned and you will be charged an Overdraft or Returned Item Fee on 2/24.

On Friday morning, your Available and Ledger Balances start at $45. Please note that the Preauthorizations for the car rental and restaurant purchases totaling $325 are not yet reflected in your Available Balance. The Preauthorization for the car rental will remain on your Account and reduce it by $250. At 9:00 AM, you make a cash deposit at an ATM ($375). You purchase coffee at 9:30 AM ($5). You also go to your cable provider's place of business and use your debit card to pay your bill at 11:45 AM ($115). In addition to these transactions, your Available Balance is decreased by the Preauthorization for the car rental ($250) that has not settled, and your Preauthorized restaurant purchase ($75) posts to your Account as $80 because you added a tip when you paid for your meal. You are assessed two Overdraft fees for the ACH car payment and check #234.

At the end of Day Two, your Available Balance is negative $30 under our Posting Order. In this example, you will be charged one Overdraft fee for your restaurant transaction.

Day Two

Order in which transactions were completed by the customer

Date	Time Customer Transacted	Presentment Time	Customer Transactions	Transaction Amount	Checkbook Balance*
2/23	12:00 Midnight		Beginning Balance		$ (354.00)
2/24	9:07 AM	9:07 AM	Deposit - Cash	$ 375.00	$ 21.00
2/24	9:30 AM	9:30 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 16.00
2/24	11:45 AM	11:45 AM	Cable Bill Charged to Debit Card	$ (115.00)	$ (99.00)
2/24	**6:00 PM**		**Ending Balance**		**$ (99.00)**

* Ledger Balance ($45) minus Preauthorizations ($325) minus Overdraft Fees ($74) = Running Balance ($354).

Order in which transactions would be reflected in end of day processing

Date	Pending Time	Customer Transactions	Transaction Amount	Available Balance	Ledger Balance
2/23		Beginning Balance		$ 45.00	$ 45.00
2/24		Car Rental Authorization Hold *	$ (250.00)	$ (205.00)	$ 45.00
2/24	9:07 AM	Deposit	$ 375.00	$ 170.00	$ 420.00
2/24		Overdraft Fees ***	$ (74.00)	$ 96.00	$ 346.00
2/24	9:30 AM	Debit Card Purchase - Coffee Shop	$ (5.00)	$ 165.00	$ 341.00
2/24	11:45 AM	Cable Bill Charged to Debit Card	$ (115.00)	$ 50.00	$ 226.00
2/24	1:00 PM	Restaurant transaction from 2-23 Posted **	$ (80.00)	$ (30.00)	$ 146.00
2/24		**Ending Balance**		**$ (30.00)**	**$ 146.00**

* These funds were subtracted from the available balance because they were authorized the prior business day, but have not yet settled to the account.

** This transaction may be paid into Overdraft or Returned and you will be charged an Overdraft or Returned Item Fee on 2/25.

*** From the two overdraft transactions that were paid on Day One.

Example 5 - When your debit card transactions are authorized on a positive balance, but settle to a negative balance:

On Wednesday morning, your Available Balance is $100. On your way to work you stop at a Coffee Shop and purchase a $7.50 drink with your debit card at 7:00 AM. At 1:00 PM, you stop at the local gaming store on your lunch break and use your debit card to purchase $200 in video games for your children. In addition to these transactions, your $100 water bill payment will post tonight.

Day One - Debit Card is Used for Purchases (Preauthorizations)

Order in which transactions were completed by the customer

Date	Time Customer Transacted	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
8/16	12:00 Midnight	Beginning Balance		$100.00	$100.00
8/16	7:00 AM	Debit Card Purchase Preauth Coffee House	-$7.50	$92.50	$100.00
8/16	1:00 PM	Debit Card Purchase Preauth Gaming Store	-$200.00	-$107.50	$100.00

Order in which transactions would be reflected in end of day processing

Date	Time	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
8/16		Beginning Balance		$100.00	$100.00
8/16	7:00 AM	Debit Card Purchase Preauth - Coffee House	-$7.50	$92.50	$100.00
8/16	1:00 PM	Debit Card Purchase Preauth - Gaming Store	-$200.00	-$107.50	$100.00
8/16	N/A	ACH Water Bill Payment	-$100.00	-$207.50	$0.00

On Thursday, both of the previous day's preauthorized debit card transactions will be posting during nightly processing. The account balance is $0 and there are no other transactions coming in for processing. The $7.50 debit card transaction posts first, reducing the Available balance to -$7.50. The $200 game store purchase posts next and reduces the Available balance to -$207.50.

Day Two - All of the Debit Card Preauthorizations Settle at End of Day Processing

Date	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance	Fee?
8/17	Beginning Balance		$0.00	$0.00	
8/17	Debit Card Purchase - Coffee House	-$7.50	($7.50)	($7.50)	N
8/17	Debit Card Purchase - Gaming Store	-$200.00	($207.50)	($207.50)	Y

When the $7.50 purchase was made, the Available balance in the account was $100. Because there were enough funds in the account to cover the purchase at that time, this transaction is not assessed a fee. When the $200 purchase was made, the Available balance in the account was $92.50. This was not enough to cover the purchase, so this transaction is assessed a fee.

How we process (post) transactions to your Business Account:

Using your Available Balance, we process transactions each Business Day during our end of day processing. Once we process your transactions, the results are posted to your Business Account in the following order:

STEP 1 - We add all credits and deposits to your Business Account minus any holds for this Business Day (see our "Funds Availability Policy" and "Legal Proceedings" section for more detail).

STEP 2 -We subtract from or add to this amount, as appropriate, Preauthorized or Pending transactions that have not settled or settled transactions scheduled to Post the following Business Day. Please see our "Cut-Off Time Schedule."

STEP 3 - Generally, we subtract from your balance the following transactions in the order stated below:

- Miscellaneous debits (internal debits, including certain automatic transfers);
- Stop Item Charges, Overdraft, Returned Item Fees;
- Return Deposit or Cash Item fees;
- Online Banking, Mobile Banking and wire transfers;
- Foreign ATM Fees;

- Checks, ATM withdrawals, Posted point-of sale transactions and ACH withdrawals in the order of highest to lowest dollar amount;
- Money Market withdrawals;
- Wire transfer fees;
- Account closing withdrawals;
- Service charges;
- Loan payments;
- Overdraft Protection Fees;
- Continuous Overdraft Fees; and
- Certain other automatic transfers.

IMPORTANT NOTE: This step describes the most common types of transactions that may occur on your Business Account, but does not describe every type of transaction that could occur.

Business Account Posting Order Example:

Your Account's Available Balance is $250. You start your day off by purchasing paint ($8) at 7:15 AM and then visit the ATM to withdraw cash ($10) at 7:45 AM. Throughout the morning you run errands and make purchases using your debit card at a garden supply store ($75), a home improvement store ($125) and a hardware store ($15). You also make a second stop at the ATM at 1:00 PM and withdraw additional cash ($100). You receive payment from a customer in cash ($750) and you deposit this amount at an FNB branch at 3:00 PM. Your last errand is to rent a car and your debit card is Preauthorized for this rental ($250). Later, you go out to dinner and your server preauthorizes your debit card ($75).

At the end of the day, your Available Balance is negative $133. You will be assessed one Overdraft fee for the ATM withdrawal ($100).

Order in which transactions were completed by the customer

Date	Time Customer Transacted	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
2/22	12:00 Midnight	Beginning Balance		$250.00	$350.00
2/22	7:00 PM	Check #234	$ (200.00)	$ 250.00	$ 250.00
2/23	Prescheduled	ACH Lease Payment	$ (275.00)	$ 250.00	$ 250.00
2/23	7:15 AM	Debit Card Purchase - Paint Store	$ (8.00)	$ 242.00	$ 250.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ 232.00	$ 250.00
2/23	10:00 AM	Debit Card Purchase - Garden Supply Store	$ (75.00)	$ 157.00	$ 250.00
2/23	10:25 AM	Debit Card Purchase - Home Improvement	$ (125.00)	$ 32.00	$ 250.00
2/23	11:00 AM	Debit Card Purchase - Hardware Store	$ (15.00)	$ 17.00	$ 250.00
2/23	1:00PM	ATM Withdrawal	$ (100.00)	$ (83.00)	$ 250.00
2/23	3:00 PM	Deposit - Cash	$ 750.00	$ 667.00	$ 250.00
2/23	4:30 PM	Car Rental - Authorization Hold	$ (250.00)	$ 417.00	$ 250.00
2/23	6:00 PM	Debit Card - Restaurant Authorization Hold	$ (75.00)	$ 342.00	$ 250.00
2/23	8:00 PM	Ending Balance		$442.00	$250.00

Order in which transactions would be reflected in end of day processing

Date	Time	Customer Transaction	Transaction Amount	Available Balance	Ledger Balance
2/22		Beginning Balance		$250.00	$250.00
2/23	3:00 PM	Total Deposits	$ 750.00	$ 1,000.00	$1,000.00
2/23	N/A	Aggregated Authorization Holds	$ (325.00)	$ 675.00	$1,000.00
2/23	N/A	ACH Lease Payment	$ (275.00)	$ 400.00	$ 725.00
2/23	N/A	Check #234	$ (200.00)	$ 200.00	$ 525.00
2/23	12:00 noon	Debit Card Purchase - Home Improvement Store	$ (125.00)	$ 75.00	$ 400.00
2/23	1:00 PM	ATM Withdrawal**	$ (100.00)	$ (25.00)	$ 300.00
2/23	12:00 noon	Debit Card Purchase - Garden Supply Store	$ (75.00)	$ (100.00)	$ 225.00
2/23	12:00 noon	Debit Card Purchase - Hardware Store	$ (15.00)	$ (115.00)	$ 210.00
2/23	7:45 AM	ATM Withdrawal	$ (10.00)	$ (125.00)	$ 200.00
2/23	7:16 AM	Debit Card Purchase - Paint Store	$ (8.00)	$ (133.00)	$ 192.00
2/23		Ending Balance		$ (133.00)	$ 192.00

* These funds were subtracted from the available balance because they were authorized, but have not yet settled to the account.

** This transaction may be paid into Overdraft and you may be charged an Overdraft fee on 2/24 as is was not authorized on a positive available balance.

OVERDRAFTS AND RETURNED ITEMS

The best way to avoid Overdrafts and transactions being returned unpaid is to:

1. Know your Available Balance.
2. Consider each debit card transaction, written check or payment initiated as reducing your Available Balance immediately.
3. Use the alerts available to you through Mobile Banking and Online Banking.

If your Available Balance in your Account is not sufficient to pay all of your transactions, then we will take these steps:

1. Overdraft Protection - We will first use any Overdraft Protection you may have for your Account in the order it was established by you. Overdraft Protection includes transferring available funds from another checking, savings, or line of credit account that you own and that is linked to this Account. Each time funds are transferred from a linked account or credit line, the transfer will be in the amount of $100 (or your Available Balance in that account if less than $100) and you will be charged an Overdraft Protection Fee. An Overdraft Protection Fee may be assessed even if the transferred funds are not sufficient to cover the transactions presented on your Account. You may also be charged an Overdraft or Return Item Fee for transactions that are not covered by the transferred funds. Please see the Fee Schedule for the amount of the fees. For more information on Overdraft Protection and how you may sign up for it, please speak to a branch representative or call the Contact Center.

2. Overdraw Your Account or Return the Transaction - If you do not have Overdraft Protection on your Account or there are no available funds to transfer, then we will decide whether to pay the transaction into Overdraft or Return the transaction as unpaid. We have the right to determine whether we will pay or return a transaction unpaid; this decision is at our sole discretion. An Overdraft occurs when your Available Balance is not sufficient to pay for a transaction scheduled to post to your Account, but at our discretion we decide to pay it. A transaction is Returned when your Available Balance is not sufficient to pay for the transaction on your Account, and we decide to return the transaction as unpaid. In either situation, you will be assessed a fee (see the Fee Schedule).

Please refer to the "Withdrawals" and "Posting Order" sections of the Agreement to review how you can calculate your Available Balance. You can also access your Available Balance by calling the Contact Center or any FNB branch, or by using Mobile Banking, Online Banking or an ATM.

Overdraft Services provided with your Account:

We may, at our sole discretion, pay checks or automatic payments, such as recurring ACH payments, into Overdraft rather than returning the transaction and charging you an Overdraft fee. The decision to pay these transactions into Overdraft is discretionary and we reserve the right not to pay. You may remove Overdraft Services from your Account by contacting your branch or calling the Contact Center. If you remove Overdraft Services from your Account for checks or automatic payments, we will not pay these transactions into Overdraft. Instead they will be returned and you will be charged a Returned Item Fee.

Optional Overdraft Services available on Consumer Accounts for ATM or debit card transactions:

There are optional Overdraft Services available for your ATM or debit cards for Consumer Accounts, when used for ATM transactions or everyday (one-time) debit card purchases. You must sign up to receive this optional Overdraft Service for your ATM or debit cards if you have a Consumer Account. Business Accounts are provided this Overdraft Service automatically.

- If you add this service and, at the time you swipe your card, you have insufficient funds in your Consumer Account or in your Overdraft Protection linked accounts, we may approve these transactions into Overdraft and allow you to conduct your ATM withdrawal or everyday debit card transaction. If you do not then make a deposit or a transfer available funds before the posted cut-off time to add sufficient funds to your Consumer Account, you may be assessed an Overdraft Fee. See the "Cut-Off Times Schedule."

- If you do not add this service and you do not have sufficient funds in your Consumer Account or in your accounts linked for Overdraft Protection, generally we will decline your ATM withdrawal or your everyday debit card transaction. However, if an ATM or everyday debit card transaction Settles when you do not have sufficient funds in your Consumer Account, you will not be charged an Overdraft Fee.
- We may pay and not charge a fee for ATM/everyday debit card transactions that are authorized on a positive balance at the time you swipe your card, but due to subsequent transactions settle on an insufficient balance.

Overdraft, Returned Item and Continuous Overdraft Fees:

If we choose to pay a transaction as an Overdraft on your Account, you may be assessed an Overdraft Fee for each transaction that overdraws your Account. If we choose to return a transaction, then you will be assessed a Returned Item Fee for each item that is returned. The amount of each of these fees is stated in the Fee Schedule. Overdraft Fees and Returned Item Fees are deducted from your Account during the morning of the next Business Day following our nightly processing. If applicable, your Fee Schedule will state the maximum number or amount of these types of fees you may be assessed per day. For business accounts, if your account balance remains negative for a certain period of time, due to an Overdraft or a Returned Item, you will be assessed a Continuous Overdraft Fee every certain number of Business Days. The Business Fee Schedule states the amount of this Continuous Overdraft Fee and how often it is assessed. To avoid being charged a Continuous Overdraft Fee, you should bring your Available Balance in your Account to a positive balance as soon as possible after it becomes negative. For examples of these fees being assessed to your Account, please see the examples in the "Posting Order" section of the Agreement.

IMPORTANT INFORMATION ABOUT FEES: Fees may be assessed with each transaction paid into Overdraft or Returned subject to the following:

- An Overdraft Protection Fee will be assessed each time funds are transferred from your linked checking, savings or line of credit Accounts. An Overdraft Protection Fee may be assessed even if the transferred funds are not sufficient to cover the transactions presented on your Account. You may also be charged an Overdraft or Return Item Fee for transactions that are not covered by the transferred funds.
- No Overdraft Fee will be assessed on ATM and everyday debit card transactions on your Consumer Account unless you authorized us to enroll your Consumer Account in our optional Overdraft Service.
- We limit the number or amount of Overdraft and Returned Item Fees assessed on Consumer Accounts per Business Day. Please see the Personal Account Fee Schedule for this limit.
- Any Overdraft or Returned Item assessed are deducted from your Account during the next Business Day following our nightly processing.
- A continuous overdraft fee is assessed if a business account's Ledger Balance remains insufficient. See the Business Fee Schedule for additional information related to continuous overdraft fees.

Representment of Items

Merchants or item payees, such as gas stations, retail shops or other persons or entities that you have elected to pay by check or ACH, may elect to resubmit items for payment if such items are not paid and are returned to them due to your Account's insufficient Available Balance. Your Account will incur a Returned Item Fee for the initial attempt to have an item paid when your Account's Available Balance is insufficient to pay the check/ACH item at the time of the Merchant's or payee's original submission. If the Merchant or item payee resubmits the same check/ACH item again for payment on a later date in accordance with NACHA rules, and your Account still has an insufficient Available Balance to pay that check/ACH item and it is **returned**, you will **not** incur another Returned Item Fee if the following is met:

- The resubmitted ACH item is labeled by the merchant as "RETRY PYMT" or "REDEPCHECK"
- The resubmitted check item is matched to a previously returned NSF item within the last 180 days based on account number, amount, and check number.

In the alternative, at our discretion, we may elect to **pay** any resubmitted check/ACH item when your Account has insufficient funds. If so, you will incur an Overdraft Fee.

If your Account balance remains negative:

It is your responsibility to promptly make your Available Balance positive by paying for any transactions that overdraw your Account plus any Overdraft, Returned Item or Continuous Overdraft Fees. If you do not do so, we reserve the right to close your Account. We may also report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for any costs and expenses (including attorney's fees and expenses) we incur.

Excessive Usage of Overdrafts:

In the event FNB determines that your use of overdrafts is excessive, we may decline to pay items that will overdraw your account and/or close your account. FNB pays overdrafts at our sole discretion and notice will not be provided to you in advance if we elect not to pay your overdrafts. FNB will provide you with prior written notice of your account closure. Educational resources concerning overdrafts can be found on our website, www.fnb-online.com, in the Knowledge Center.

FEES AND FEE SCHEDULES

Depending on your Account, we may charge you fees based on the type of Account you have or the services we provide related to your Account. These fees are disclosed to you in your Consumer Account's Truth-in-Savings Disclosure provided to you at Account opening and on the Fee Schedule, which may be updated from time-to-time. If you have a Consumer Account, then the Consumer Fee Schedule applies to your Account. If you have a Business Account, then the Business Fee Schedule applies to your Account. By using your Account, you agree to pay the fees listed in your applicable Fee Schedule, which will be deducted from your Account without prior notice to you. We will not be liable to you if the fees charged to your Account decrease your Available Balance and result in subsequent transactions overdrawing your Account or are not being paid or authorized by us because you do not have sufficient funds. If you do not pay the fees charged to your Account, we reserve the right to close your Account and refer this amount for collection. If you need a copy of the Fee Schedule, please contact your branch or the Contact Center.

STOP PAYMENT

We are able to stop payment of checks, recurring debit card transactions and ACH transactions from your Account if you notify us in a time and manner that allows us a reasonable opportunity to act on such transactions before we pay, cash or become obligated to pay them. You cannot stop payment on an Official Check. An Official Check is a check drawn on our account on your behalf. Please see the Fee Schedule for the amount of the Stop Item Charge that you will be assessed for each stop payment you request. A Stop Item Charge is assessed when you request a stop payment even if we are unable to stop the payment from being made.

How to request a stop payment:

Any Owner, Signer or Authorized Signer may notify us of a stop payment either orally or in writing through our stop payment form. To be effective, a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on the applicable outstanding check, recurring debit card transaction or ACH debit entry. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. We will accept a stop payment request regardless of who wrote the check or authorized the recurring debit card or ACH transaction. You must provide us with the following information for us to stop payment, noting that we are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check:

- Account number;
- Check number or range of numbers (if applicable);
- Date and amount of the check/recurring debit card transaction/ACH debit entry*; and

- Name of the payee.

*We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the recurring debit card transaction or ACH debit entry. We may be able to place a stop payment order based on the company identification number of the sender/payee, but this may stop all recurring debit card transactions or ACH entries received for this sender/payee.

Even if we return a check or stop payment of ACH entry due to a stop payment order, you may still be liable to the holder of the check (e.g., a check cashing business) or prospective recipient of the recurring debit card transaction or ACH item.

If you want to stop payment on a bill payment that you set up through Online Banking, you must log in and cancel this bill payment yourself. If it is too late for you to cancel it yourself, you must call us our Contact Center at 1-800-555-5455.

Stopping Payment on a Preauthorized Electronic Fund Transfer:

If your account is a consumer account, you may stop payment on a preauthorized electronic fund transfer. See "Handling Preauthorized Payments" in the "Electronic Fund Transfer Services" section of this Agreement.

How to cancel a stop payment:

Only the Owner, Signer or Authorized Signer on the Account who placed the stop payment may cancel it, and the cancellation request must be in writing. We must receive your notice to cancel the stop payment in a time and manner that allows us a reasonable opportunity to act on it.

Length of time for a stop payment:

A stop payment on a check will remain in effect for six months unless a shorter timeframe is requested. A stop payment on a one-time (single) ACH payment will remain in effect for six months unless a specific expiration date is requested. A stop payment on a recurring ACH payment will remain in effect for 24 months unless a shorter timeframe is requested. A stop payment on a recurring debit card transaction will remain in effect for thirteen (13) months.

Our liability for stop payments:

We will not be liable for any losses or expenses you may incur if we are not provided notice of a stop payment, or a cancellation of the stop payment, in a time and manner that allows us a reasonable opportunity to act on it. We will not be liable for payment of a check, recurring debit card transaction or ACH if you do not provide us with the necessary information as described in this section of the Agreement so that we are able to identify the payment and stop it. Each stop payment or cancellation is subject to our verification, which may take up to 24 hours to process. If an oral stop payment expires before we are able to verify your written stop payment confirmation and act on it, we will not be responsible to you if the check, recurring debit card transaction or ACH is paid during this time period. You will remain liable to the payee of the check, recurring debit card transaction or ACH on which you stopped payment.

LEGAL PROCEEDINGS

Legal Proceedings include a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We will comply with all Legal Proceedings served on us and we are not required to contest any Legal Proceeding. We may hold and turn over funds or other property to the court or creditor as directed by the Legal Proceeding, subject to our right of set off and any security interest we may have in the funds or other property. We will not be liable to you for any returned checks, other unpaid items, or our refusal to permit withdrawals from your Account if we are required to hold or turn over funds due to a Legal Proceeding. A fee will be automatically deducted from your Account, as stated in the Fee Schedule, for our compliance with a Legal Proceeding without prior notice to you. All expenses (including reasonable attorneys' fees and court costs) incurred by us in complying with a Legal Proceeding or from a dispute arising out of a Legal Proceeding related to your Account may be charged to your Account or billed to you separately. We have no liability to you for complying with a Legal Proceeding as provided for in this Agreement or by law.

Increased Compliance-Related Costs to Establish or Maintain Your Account:

For purposes of compliance with the USA PATRIOT ACT, any laws and regulations enforced and administered by OFAC, the Bank Secrecy Act, the federal anti-money laundering statutes requirements, and consistent with your obligation under this Agreement to comply with these requirements (See section titled, "Provide us with identification information"), if we are required to incur additional expenses that increase our costs to establish or maintain your Account (for example: additional work, costs or expenses in connection with our Customer Identification or Due Diligence Programs), you agree to reimburse us, or agree that we may set off your Account, for the additional costs and any expenses incurred by us (including legal fees). In the event we determine your account will be subject to additional compliance-related costs and expenses (including additional legal, risk and compliance work performed by our employees or our outside advisors), we will notify you of the reason for the additional compliance work 30 days in advance by U.S. mail to the address on file before we require you to reimburse such expenses. In the event you continue to maintain your Account after this 30-day advanced notice, we will provide you with an explanation of any anticipated additional compliance cost and expenses as well as justification for the costs and expenses that you will be required to reimburse.

Additional Costs Due to Bankruptcy, Court Order or Receivership:

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes to your Account that increase our costs to maintain your Account (for example, a requirement for us to pledge property to secure your Account above the amount of any deposit insurance on your Account), you agree to reimburse us for the additional costs and any expenses incurred by us (including external and internal legal fees) to implement such required changes to your Account.

CLOSING AN ACCOUNT

By You:

You may close your Account if there are no Pending or Preauthorized transactions on your Account. If there are Pending or Preauthorized transactions, you cannot close your Account until those transactions have Posted unless immediate Account closure is necessary to prevent additional fraudulent transactions on your Account. You may be charged a fee if you close your Account within six months of opening it. Please see the Fee Schedule for the amount of this fee. An Account cannot be closed by email communication.

By Us:

We reserve the right to close your Account at any time and for any reason. We will send you a check for your Available Balance to the last known address we have for you. Notice of account closure sent to one Owner is notice to all Account Owners. We are not liable for any losses or costs you may incur because we close your Account.

Suspension/Termination of Services:

We reserve the right to suspend or terminate any Account services at any time without prior notice to you. We may do this without closing your Account. You can discontinue using a service at any time without notice to us.

DORMANT ACCOUNTS AND ABANDONED PROPERTY

Dormant Account:

When there is no activity on your Account or you do not contact us regarding your Account for a period of 24 consecutive months, we will consider it a Dormant Account. A Dormant Account is charged a monthly fee. You will continue to receive a monthly statement for your Dormant Account.

Abandoned Property:

In addition, if there is no activity on your Dormant Account and/or you do not contact us during the applicable time periods provided under state law, then the funds in your Account will be considered abandoned. The applicable state law is generally the state listed in your address for your Account. At the end of the applicable time period, abandoned funds will be sent by us to your state and are no longer held by us in your Account. We have no further liability to you for these funds and you must claim these funds from the appropriate state agency unless your state provides otherwise.

Activity:

For there to be activity on your Account, you must take action, such as making a deposit or a withdrawal, writing to us about your Account, or asking us to keep your Account active. Bank charges, interest payments and automatic deposits and withdrawals are usually not considered action for the purposes of this section. The amounts of the Abandoned Property Escheat Fee and the Dormant Account Fee are listed in the Fee Schedule.

LIABILITY

Your Liability:

It is important that you keep confidential your Account numbers, debit card PIN(s), Mobile Banking and Online Banking password(s) and associated security questions and answers. You should not share this information with anyone. If you choose to share your PIN(s) or password(s) with any person in any manner, then you have authorized that person to use this information to access your Account for an unlimited amount and duration of time. When you grant a person access to your Account by PIN(s) or password(s), then you are responsible for any loss you may incur or any misuse of your Account by that person. By providing your Account information (such as number, bank routing number or next unused check number) to someone who is selling you goods or services, you authorize that person to initiate a debit to your Account and we will be authorized to pay any debit that person initiates. You are solely responsible for the systems, technology and software (for example, your mobile phone or computer) you use to process transactions on your Account. You are responsible for any losses you may incur resulting from your systems, technology or software's failure to work with our systems to process transactions on your Account.

Our Liability:

We are responsible for exercising ordinary care in complying with this Agreement. When a check is processed automatically through our system, ordinary care does not require us to manually examine the check. Ordinary care requires only that we follow standards that do not vary unreasonably from the general standards used by other banks that are similar to us. We are only liable to you if we fail to exercise ordinary care in complying with this Agreement unless provided otherwise in this Agreement. If your account has joint Owners or two or more Authorized Signers or Signers on the Account, we may act on the oral or written instructions of any one Owner, Authorized Signer or Signer on the Account. We do not assume a duty to enforce multiple signature requirements that you may agree to among yourselves. If you indicated on your checks, signature card or other Account documents that one or more signatures is required for withdrawal, this indication is for your own information and is not binding on us. We may, but are not obligated to, enforce this agreement you have amongst yourselves. We will not be liable to you for any losses or harm arising out of or resulting from our enforcement or non-enforcement of multiple signatures on your Account. We are not liable to you if circumstances beyond our control occur and make it impossible for us to provide services to you or comply with this Agreement. In no event shall we be liable to you for consequential, indirect, special or punitive damages, or attorney's fees, unless the laws governing your Account require us to pay them. If we waive a right with respect to your Account or under this Agreement on one or more occasions, it does not mean that we are obligated to waive the same right on any other occasion.

RIGHT OF SET OFF AND SECURITY INTEREST

Right of set off:

The right of set off is our right, by law, to withdraw money from your Account if you owe us money individually or together with someone else either now or in the future. This includes, but is not limited to, Overdrafts, fees and loan amounts. We may also set off your Account for money that you owe our affiliates and their successors and assigns. We are not required to give you notice before we set off your Account and our right of set off is automatic and superior to any other interest a third party or a joint owner may have in your Account. If the debt you owe to us arises out of your Account, we may set off funds deposited in your Account from any source, which may include, but are not limited to, Federal or state benefits such as Social Security or veteran's benefits. If we are required to return any state or Federal benefits, including Social Security, deposited into your Account after you are no longer eligible to receive them, we will set off this amount against any Accounts you have with us to recover the payments you were not eligible to receive. If your Account is an unmatured time account or Certificate of Deposit, we may deduct from your Account any early withdrawal fee or penalty that may be due resulting from our right of set off.

Types of Accounts that may be set off:

We can set off any Account which you own. This includes joint accounts even if the money in the Account belongs to the joint owner.

Our security interest in your Account:

To ensure that you pay us all amounts due under this Agreement and the Fee Schedule (including Overdraft Fees and Returned Item Fees), you grant us a lien on and a security interest in each Account you maintain with us. By opening and using an Account with us, you consent to us asserting our security interest in the Account. Our rights under this security interest are in addition to and separate from any other rights we may have under any other security interest you granted us for your indebtedness to us. You may not grant a security interest in your Account to anyone other than us without our prior written agreement.

ARBITRATION AND WAIVER OF CLASS ACTION

Mandatory Arbitration of Disputes. You and we agree that, at the request of either party, any and all claims, disputes or controversies between you and us, and any claim by either of us against the other (or the employees, officers, directors, agents or assignees of the other) arising from or relating to your Account, this Agreement, any other agreements you may enter into with us for services related to your Account, the transactions on your Account, or any other account you previously, now or may later have with us, except for individual claims initiated and remain in small claims court, shall be resolved by binding individual (and not joint or class) arbitration by the American Arbitration Association (AAA), or any other arbitration provider selected by the mutual agreement of the parties. This "ARBITRATION AND WAIVER OF CLASS ACTION" section shall survive the termination of this Agreement.

You acknowledge that by entering into this arbitration agreement you are giving up your right to go to court or to assert or defend your rights under this Agreement (except for individual claims that are resolved in small claims court). You are aware that your rights will be determined by a neutral arbitrator(s) and not a judge or jury, and the procedures that govern arbitration are different than those that govern a proceeding in court. An arbitrator's decision is as enforceable as any court order and is subject to a very limited review by a court.

Choice of Law. Except to the extent that Federal law preempts state law, the parties agree that the arbitrator(s) shall give effect to the substantive law of the state in which the Account is opened, including, but not limited to, conflicts of law provisions, statutes of limitations, and matters pertaining to the validity of this arbitration clause in determining matters submitted to arbitration under this Agreement; provided, however, that the Federal Arbitration Act (Title 9 U.S.C.), to the extent inconsistent, will supersede the laws of such state and govern.

Initial Dispute Resolution and Notification. You and we agree that, before initiating an arbitration or other legal proceeding, you and we will engage in a good faith attempt to resolve the dispute for a period of 60 days ("Informal Dispute Resolution Period"). To begin that period, you or we must send to the other party a Notice of Dispute ("Notice") by certified mail that contains: (i) the initiating party's full name, address, email address, and signature verifying the accuracy of the Notice's contents; and (ii) a detailed description of the basis of the dispute and the relief sought. Your Notice should be sent to First National Bank's Legal Department at the following address: First National Bank of Pennsylvania, 3015 Glimcher Blvd, Hermitage, PA 16148, Attention: Legal Department.

Conducting Arbitration and Arbitration Rules. The arbitration shall be conducted in accordance with AAA Consumer Arbitration Rules (including the Consumer Mass Arbitration Supplementary Rules) (for consumer accounts) or AAA Commercial Arbitration Rules and Mediation Procedures (including the Non-Consumer/Non-Employment Mass Arbitration Supplementary Rules) (for business accounts), or, if the parties mutually agree in writing to another provider, the rules of the arbitration provider, as modified by this Agreement. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office at www.adr.org, by telephone at 1-877-495-4185, or at American Arbitration Association, Case Filing Services, 1101 Lauren Oak Road, Suite 100, Voorhees, New Jersey 08043. If the AAA rules are inconsistent with this Agreement, as determined by the arbitrator(s), this Agreement shall control.

The arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement, except that only a court of competent jurisdiction shall have the exclusive authority to resolve any claim that all or part of the "Class Action Waiver" subsection or the "Mass Filing Procedures" subsection is unenforceable, unconscionable, void, or voidable.

The arbitrator may award relief only on an individual basis and only to satisfy the requesting party's individual claim.

Your arbitration fees may be waived by the AAA in the event you cannot afford to pay them. The cost of any participatory, documentary or telephone hearing, if one is held at your or our request, will be paid for solely by us as provided in the AAA rules and, if a participatory hearing is requested, it will take place at a location near your residence. This arbitration agreement is made pursuant to a transaction by the Federal Arbitration Act, 9 USC Sections 1-16. Judgment upon the award may be entered by any party in any court having jurisdiction.

Arbitration Costs. Payment of all arbitration filing fees and costs will be governed by the applicable AAA Rules. If you prevail on your claim in arbitration, we will reimburse you for any portion of the arbitration filing fees you paid that exceeded the amount you would have paid to file a complaint in a court of competent jurisdiction. If we prevail on your claim in arbitration, and the arbitrator finds that your claim was frivolous or filed in bad faith, the arbitrator may award us reimbursement from you of our arbitration filing fees and costs.

Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AS TO ANY CLAIM, DISPUTE OR CONTROVERSY YOU MAY HAVE AGAINST US, OUR EMPLOYEES, OFFICERS, DIRECTORS, SERVICERS, AGENTS AND ASSIGNS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AS A PARTICIPANT IN THE SUIT. THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY, AND NOT AS A CLASS ACTION, IN BINDING ARBITRATION, OR OTHERWISE, AS PROVIDED ABOVE. The arbitrator shall have no authority or jurisdiction to consolidate, coordinate, or join more than one person's claims, or to preside over any proceeding involving more than one person's claims. Notwithstanding anything else in this Agreement, this agreement does not bar you or we from participating in a class-wide settlement.

Mass Filing Procedures. If we receive one or more Notice(s) of substantially similar claims brought by or on behalf of 25 or more claimants (including you) within 120 days, those claims shall be deemed a "Mass Filing" and shall be filed only in accordance with the procedures set forth below. If a court determines that this "Mass Filing Procedures" subsection is not enforceable as to your claim, then your claim may proceed only in court on an individual basis consistent with this Agreement.

- Batching. You and we agree that your and other individuals' claims deemed by us to be a Mass Filing may be filed with AAA in batches of no greater than 50 claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for the claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by us ("Bellwether Arbitrations"). If your claim is not in a batch selected for filing, then it cannot be filed and no fees will be assessed in connection with the claim unless and until it is selected for a batch and filed with AAA.

- Mediation. After the Bellwether Arbitrations are completed, if your claim remains unresolved, you and we agree to mediate your claim along with any other unresolved claims in the Mass Filing ("Global Mediation"). The mediator will be selected according to the procedure set forth in the Rules, and we will pay the mediator's fees.

- Election To Proceed in Court. If Global Mediation does not resolve your claim, and 100 or more claims in the Mass Filing remain unresolved, you or we may elect to pursue your claim in court of competent jurisdiction via bench trial. You or we must exercise this election within 45 days of the completion of Global Mediation.

- Sequential Arbitration of Remaining Batches. If neither you nor we opt out of arbitration, another batch of no more than 50 claims will be selected from the Mass Filing, using the same selection method as for the Bellwether Arbitrations. If your claim is selected, it will be filed with AAA. The batching process will continue until all claims in the Mass Filing are resolved.

- Tolling. For any claim subject to these Mass Filing procedures, any applicable statute of limitations shall be tolled from the date the Informal Dispute Resolution Period begins until the earlier of (i) the date the Demand is filed, or (ii) the date you or we opt out of arbitration pursuant to the "Election to Proceed in Court" clause.

Opt Out. Within 30 days of your first acceptance of this Agreement, you may opt out of this "Arbitration and Class Action Waiver" section by sending to First National Bank written notice, personally signed by you, by certified mail to the attention of First National Bank's Legal Department at the following address: First National Bank of Pennsylvania, 3015 Glimcher Blvd, Hermitage, PA 16148, Attention: Legal Department.
If First National Bank modifies any terms of this "Arbitration and Class Action Waiver" section after the date you first accepted this Agreement, you may reject the new changes to this section by sending to First National Bank written notice, personally signed by you, by certified mail to the attention of First National Bank's Legal Department at the following address within 30 days of such change, as indicated by the "Last Modified" date of the terms you seek to reject: [o]. Even if you reject a change, you will remain subject to the "Arbitration and Class Action Waiver" section in the last version of the Agreement you had accepted.

Severability. If a court finds any part of this "Arbitration and Class Action Waiver" section unenforceable as to any claim or request for relief, this Agreement shall remain enforceable in all other respects and as to all other claims or requests for relief; provided that, if a court determines that the "Mass Filing Procedures" subsection is not enforceable as to your claim, then your claim may proceed only in court on an individual basis consistent with this Agreement. You and we agree to arbitrate all claims or requests for relief subject to arbitration before litigating in court any remaining claims or requests for relief (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request).

LEGAL TERMS GOVERNING THIS AGREEMENT

Assignment:

You may not assign this Agreement or transfer any interest you may have in your Account to any third party without our prior consent. You cannot pledge your Account as collateral for a loan without our prior consent, and even if we do consent, your Account remains subject to our rights under this Agreement and applicable state and Federal law.

Governing Law:

This Agreement is governed by the laws and regulations of the United States. The state law that applies to your Account is the law of the state in which the branch where you opened your Account is located. If your Account is opened over the internet or electronically, and FNB has a branch in your state of residence at the time your Account is opened, this Agreement is governed by the law of the state you reside in when your Account is opened. If we do not have a branch in the state you reside in, and your account is opened over the internet or electronically, then the laws of the Commonwealth of Pennsylvania (without regard to its choice of law provisions) govern your Account and all transactions conducted on your Account, including, but not limited to, deposits, withdrawals and transfers, will occur and be processed in the Commonwealth of Pennsylvania, and your Account will continue to be subject to Pennsylvania laws even if an FNB branch is subsequently opened in your state of residence.

Notices:

Any notice you provide us is effective when we actually receive it. Any notice we provide you is effective:

- When we mail it to you at the address in our records for your Account; or
- If you have agreed to receive notices electronically, when we post it to Online Banking.

Severability:

If any term of the Agreement is inconsistent with the laws governing your Account, it will be modified by us and applied in a manner consistent with such laws. If a court of competent jurisdiction determines any term of the Agreement is invalid, then that term will be modified as necessary. In either case, the modifications will not affect the enforceability or validity of the remaining terms of the Agreement.

Deposit Reclassification:

We reserve the right to establish on your behalf a master account and two sub-accounts in our internal records. This account processing does not have any adverse impact on your account balance, statements, interest earned, fees paid, posting order or FDIC deposit insurance coverage. All information that is made available to you about your Account will be at the master account level. The sub-accounts will be comprised of a savings account and a transaction account. Both sub-accounts will earn the same rate of interest. At the beginning of each statement period, we will allocate funds between the two sub-accounts as deemed appropriate. Transactions received by us that debit your master account will be presented for payment against the transaction sub-account. Funds will be transferred from the savings sub-account to cover transactions presented against the transaction sub-account as needed. On the sixth transfer from the savings sub-account during a given statement period, all the funds on deposit in the savings sub-account will be transferred to the transaction sub-account. We reserve the right to establish or stop deposit reclassification at any time without notice.

SECTION 2 - CONSUMER ACCOUNTS TERMS & CONDITIONS

CONSUMER ACCOUNT OWNERSHIP

Who may conduct transactions on your Consumer Account depends on how the Account is titled and whether you have authorized anyone to be a Signer on your Account. If the Account is titled in your name, then you are an Owner of the Account and the funds held in it. A Signer is a person or persons who you allow to conduct transactions on and request information about your Account, but who does/do not own the money in the Account. Examples of Signers include an agent under a power of attorney (POA), a guardian of your estate appointed by a court or a custodian or trustee of the Account.

Consumer Account Types:

- Individual - Owned only by one person but may have a Signer on the Account.
- Joint with Rights of Survivorship - Owned by two or more people but may have a Signer on the Account. Any Consumer Account opened with more than one Owner is presumed to have rights of survivorship unless applicable state law provides otherwise. Upon the death of an Owner, his or her interest in the Account automatically passes to the remaining Owner(s). Any Owner of a
- Joint as Tenants in Common (Joint without Rights of Survivorship) - Owned by two more people but may have a Signer on the Account Upon the death of an Owner, the surviving Owner(s) retains control over a proportionate share of the funds. Any Owner of the joint Account may close it, withdraw, or transfer funds from the Account.
- Custodian Account - Funds are owned by an individual who has not yet reached the age of majority (typically under 21 years old), but only the named custodian on the Account may conduct transactions. This type of Account is subject to laws in your state governing the Uniform Transfers/Gifts to Minors Act.
- Beneficiary Account - Owned by one or more people, but may have a Signer on the Account, with a named beneficiary or beneficiaries who will own the funds in the Account upon the death of each Owner. This account is sometimes referred to as a Payable on Death or a Totten Trust account, depending on your state. Only the Owner(s) and Signers may conduct transactions on the Account. The Account Beneficiary has no right to any funds in the Account until the Owner(s) are deceased. An Owner may change or remove a Beneficiary on the Account at any time.
- Trust Account - Owned by a trust, which is created by a written trust agreement. The trustee(s) named in the trust agreement is/are the Signer(s) on this Account.

Our Responsibilities for Consumer Accounts:
We will only provide information on an Account to an Owner or a Signer, and only an Owner or a Signer may conduct transactions on an Account. We are not liable to an Owner for the acts or omissions of a Signer, and we have no obligation to ask or investigate whether a Signer is acting within the scope of their authority. If permitted by law, an Account Owner may terminate a Signer's authority by providing us with written notice. We will not be liable for acts or omissions of a Signer whose authority has been terminated and you have not notified us.

Liability of Joint Owners:
When an Account is owned by two or more people, each Owner is responsible for their own acts and omissions as well as the acts and omissions of the other Owners. Each Owner is responsible for an Overdraft or a Returned transaction on the Account regardless of who caused it. Unless prohibited by law, a joint Account may be set off by us or seized, garnished, or levied by a third party regardless of which Owner's acts or omissions caused such action to be taken. If your Account is closed due to a negative balance, we may report Account information about all Owners to consumer reporting agencies.

Changing Account Ownership:
To change the ownership of your Account, a new signature card must be executed. If there is a conflict between Account ownership in our system and the last signature card on file, the signature card will control and determine ownership of your Account.

POWER OF ATTORNEY

A person you name as your agent under a valid power of attorney may be added as a Signer on your Account. Before adding an agent as a Signer on your Account, we may require your agent to sign an affidavit stating that the POA is valid and still in effect. If your Account is joint with another Owner, we reserve the right to require consent from all joint Owners before your agent is added as a Signer on the Account. We will rely on the authority granted to your agent until: (i) you notify us in writing that the POA is terminated, (ii) we receive proper legal notice of your death or (iii) a court appoints a guardian for you. Please refer to "Our Responsibilities for Consumer Accounts" in the Consumer Accounts Ownership section for additional information.

CONSUMER ACCOUNT ELECTRONIC FUNDS TRANSFERS

This section provides important information concerning Electronic Funds Transfers that you may receive into or authorize from your Consumer Account now or in the future through services offered by us. An Electronic Funds Transfer (EFT) occurs when a telephone, computer, mobile device or debit card is used to debit or credit your Consumer Account. Examples of EFTs may include point-of-sale purchases, ATM transactions, direct deposits or withdrawal of funds, transfers by telephone and debit card transactions. Business Days means Monday through Friday, excluding Federal holidays. Saturday and Sunday are not Business Days.

EFT types and limitations:

- Account Access: You may use your debit card to:
  - Withdraw cash from your checking or savings Account.
  - Make deposits to your checking or savings Account.
  - Transfer funds between your checking or savings Accounts whenever you request.
  - Pay for purchases at places that have agreed to accept your debit card.
  - Pay bills directly by telephone, Mobile Banking or Online Banking from your checking or savings Account in the amounts and on the days you request. Some of these services may not be available on all electronic devices operated by you.
- Electronic Check Conversion: You may authorize a Merchant or other payee to make a one-time electronic payment from your checking Account using the information on your check to pay for purchases or bills.
- Limitations on frequency of EFT Withdrawals: For your savings account or money market account, you may only have up to six (6) EFTs withdrawals per calendar month for these types of accounts.
- Limitations on dollar amounts of EFTs Withdrawals: Unless you have requested, and we have agreed to provide, custom limits, you may withdraw up to $510 per day from ATMs using your ATM or debit card. Similarly, unless you have requested and we have agreed to provide, custom limits, you may buy up to $2,500 worth of goods or services per day using your ATM or debit card.
- Limitations on EFT type: We will not process transactions that we recognize as involving Internet gambling, such as ATM/debit card, ACH transfer wire transfers or bill payments.

Liability for unauthorized transactions according to Regulation E:

Tell us **AT ONCE** if you believe your card, card number, PIN or other access device has been lost or stolen, or if you believe that an EFT has been made by someone other than you and without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account or credit card linked to your account or as part of an Overdraft Protection plan). If you tell us within two business days after you learn of the loss or theft of your card, card number, PIN or other access device, you can lose no more than $50 if someone used your credentials without your permission. If you do **NOT** tell us within two business days after you learn of the loss or theft of your card, card number, PIN or other access device, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to $500. Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, card number, PIN, other access device or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Contact in the Event of Unauthorized Transfer: If you believe your card, card number, PIN or other access device, has been lost or stolen, call us at 1-800-555-5455 or the number listed on your statement, or write to us at 4140 East State Street, Hermitage, PA 16148.

Preauthorized Credits to Your Account: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check your online or mobile banking, enroll in account alerts or call us at 1-800-555-5455 to find out whether or not the deposit has been made.

Handling Preauthorized Payments:

Right to stop payment: If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments. Here's how: call us at 1-800-555-5455, or write to us at 4140 East State Street, Hermitage, PA 16148, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to stop a recurring preauthorized payment using the debit card. Notice of varying amounts: If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) Liability for failure to stop payment: If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will pay for your losses or damages. Note: We cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.

Fees:

All fees applicable to EFTs are listed in the Fee Schedule. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or its network. You may be also charged a fee for a balance inquiry on an ATM not owed by us, even if you do not complete an EFT.

Your rights:

You have the right to receive documentation concerning EFTs to and from your Consumer Account.

- Direct Deposits: If you arranged to have direct deposits made to your Consumer Account at least once every 60 days from the same person or company, we will let you know if the deposit is made. You can call our Contact Center at 1-800- 555-5455 to find out whether the deposit was made.
- Periodic Statements: You will get a monthly account statement for your checking Account or line of credit, either in paper form or electronically if you have enrolled in our Online Statements service. You will get a monthly account statement if you have an EFT to or from your savings Account. If no EFTs occur in your savings Account, then you will receive a statement quarterly.
- ATM Transfers: You can get a receipt at the time you make any transfer to or from your Consumer Account using one of our ATMs.
- Notice of Varying Amounts: If your preauthorized payments to others vary in amount, the person you are going to pay is required to tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice from them only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside of certain limits that you set.

You have the right to stop payment on preauthorized transfers:

If you have arranged in advance to make regular EFTs from your Account(s) for money you owe others, you may stop payment of preauthorized transfers from your Account. You must notify us orally by calling 1-800-555-5455 or by visiting the nearest branch office any time up to three (3) Business Days before the scheduled date of the transfer. We will require written confirmation of an oral stop payment order to be made within 14 days of the oral notification.

The oral stop payment order shall cease to be binding 14 days after it is made if you do not provide the written confirmation. We may charge you, according to our Consumer Account Fee Schedule, for each stop payment order on EFT transactions payable to others that you request us to process.

Liability for failure to stop payment of preauthorized transfer:

If you order us to stop an EFT payment to others at least three (3) business days or more before the transfer is scheduled to occur, and we do not do so, we will be liable to you for your actual, proven losses or damages.

Our liability for failure to make transfers:

If we do not complete a preauthorized or telephone transfer on time or in the correct amount according to our agreement with you or instructions received via our 24-hour telephone banking service, we will be liable for your actual, proven losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your line of credit account, whether or not for Overdraft Protection or as a cash advance on the line of credit.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- Circumstances beyond our control (such as an act of God, fire or other catastrophe), or by an electronic or computer failure, prevents the transaction, despite reasonable precautions that we have taken.
- The funds in your account are subject to legal process or other encumbrances restricting use of the funds for such transfers.
- Incomplete or inaccurate information has been forwarded by the originator.

ACCOUNT INFORMATION DISCLOSURE TO THIRD PARTIES

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

- Where it is necessary for completing the transaction.
- To verify the existence and standing of your account with us, or to confirm that sufficient funds are available to cover specific transactions, upon the request from a third party, such as a credit bureau or merchant.
- To comply with court orders or government administrative agencies, summons, subpoenas, orders of examinations and escheat reports.
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- If you give us your written permission.

In case of errors or questions about your EFTs:

Call our Contact Center at 1-800-555-5455 or write to us at the address shown on your statement as soon as possible, if you think your statement or receipt is wrong or if you need more information about an EFT listed on the statement or the 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.

1. Tell us your name and account number.
2. Describe the error or the EFT you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time; however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Consumer Account within ten (10) Business Days for the amount you think is in error, so that 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 ten (10) Business Days, we may not credit your Consumer Account. For errors involving new Consumer Accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Consumer Accounts, we may take up to twenty (20) Business Days to credit your Consumer Account for the amount you think is in error.

We will contact you with results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and debit your Consumer Account for the credit you received even if this causes your Consumer Account to Overdraft or for your Available Balance to be negative. You may ask for copies of the documents that we used in our investigation.

Your liability for an unauthorized EFT:

Tell us AT ONCE if you believe your card is lost or stolen, or if you believe that an EFT was made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. You could lose all the money in your Consumer Account (plus your maximum Overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your card, you can lose no more than $50 if someone used your card without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as $500. Also, if your statement shows any electronic transfer that you did not make, or authorize, tell us AT ONCE by calling 1-800-555-5455, or by bringing your statement with you to a branch office, or by writing to us at the address shown on your statement.

If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason kept you from telling us, we may extend the time period.

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS; DISPUTING REPORTED INFORMATION

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that we are providing to Chex Systems is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to us and/or to Chex Systems; however, the dispute must be in writing and sent by mail as follows:

- First National Bank of Pennsylvania, Attn: ODS, 4140 East State Street, Hermitage, PA 16148.
- Chex Systems, Inc., Attn: Customer Relations, 7805 Hudson Road, Suite 100, Woodbury, MN 55215 or fax to 602-659-2197.

Your correspondence should include the following information:

- Your name, address and Social Security Number;
- Your Account number;
- The information being reported that you believe is inaccurate or incomplete;
- Any supporting documentation, such as account statements, letters, etc.; and
- A copy of the Chex Systems report, if available.

SECTION 3 - BUSINESS ACCOUNTS TERMS & CONDITIONS

BUSINESS ACCOUNT OWNERSHIP

To open a Business Account, you must provide us with documentation from the state in which you formed your business, if applicable, and a resolution authorizing the opening of the Business Account and naming Authorized Signers for the Business Account. You may title your Business Account with a fictitious name if you provide us with documentation of your ownership of this fictitious name.

Only Authorized Signers may request information about and conduct transactions on your Business Account. An Authorized Signer is a person who has your actual or apparent authority to use your Business Account. Any Authorized Signer on your Business Account may close it or withdraw or transfer funds from the Account at any time. You may add or remove Authorized Signers for a Business Account by providing us with a properly executed resolution. We will not remove an Authorized Signer from a Business Account based on the oral request of another Authorized Signer. We are not liable to you for the acts or omissions of an Authorized Signer, and we have no obligation to ask or investigate whether an Authorized Signer is acting within the scope of their authority.

SECTION 4 - DEFINITIONS

ACCOUNT: A checking account, savings account, certificate of deposit (CD), individual retirement account (IRA) or money market account held at First National Bank of Pennsylvania.

ACH: Electronic debits and credits processed through the Automated Clearing House network.

AGREEMENT: A deposit account agreement that defines your relationship with First National Bank of Pennsylvania regarding your deposit account.

AUTHORIZED SIGNER: A person who has your actual or apparent authority to use your Business Account.

AVAILABLE BALANCE: The amount of money you have in your account that is available for you to use.

BUSINESS ACCOUNT: A deposit account, which is not held primarily for personal, family or household purposes.

BUSINESS DAY: The days on which the bank is open to conduct business - Monday through Friday, excluding Saturday, Sunday, and Federal holidays.

CHECKBOOK BALANCE: The balance in your account as you conduct transactions chronologically.

CONSUMER ACCOUNT: A deposit account opened primarily for personal, family or household purposes.

CONTACT CENTER: Toll-free phone number, 1-800-555-5455, to call if you have questions or concerns about your Account or this Agreement.

DORMANT ACCOUNT: An account with no activity or contact from you regarding your Account for a period of 24 consecutive months.

ELECTRONIC FUNDS TRANSFER (EFT): Any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an Account.

ENDORSEMENT: A signature, stamp or mark on the back of a check.

FACSIMILE SIGNATURE: A signature produced by mechanical means that is used by an Owner, Authorized Signer or Signer on an Account. For example, a rubber stamp or electronic signature.

FEE SCHEDULE: Collective reference to the Consumer Fee Schedule, which applies to consumer accounts, and the Business Fee Schedule, which applies to business accounts. The Consumer Fee Schedule and the Business Fee Schedule state the fees applicable to their respective deposit accounts.

LEDGER BALANCE: Your account balance after all transactions are deposited to or paid from your Account.

LEGAL ENTITY: A corporation, limited liability company or other entity created by the filing of a public document with a Secretary of State or similar office; a general partnership, limited partnership or business trusts formed by a filing with a state office; and/or any similar entity formed under the laws of a foreign jurisdiction that opens an account.

LEGAL PROCEEDINGS: Includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order served on the bank.

MERCHANT: A person or business who may debit your deposit account for your purchase of goods or services from that person or business.

OFFICIAL CHECK: A check drawn on our account on your behalf.

OR CHECK: A check that is payable to two or more persons which does not contain the word "and."

OVERDRAFT: When your Available Balance is not sufficient to pay for a transaction scheduled to post to your Account, but at our discretion we decide to pay it.

OVERDRAFT PROTECTION: Services available to you to protect your account from overdrafts or returned items, which may include, but are not limited to, transferring funds from other accounts you may own or drawing on a credit line linked to your account.

OVERDRAFT SERVICES: Services provided to you, at our discretion, when you do not have sufficient money in your account to pay for a transaction.

OWNER: The person(s) or business that owns the money held in the account.

PENDING: Credit and debit items that we receive notice of and are scheduled to post to your account.

PIN: The personal identification number for your debit card.

POST/POSTED: Transactions that are paid. These funds are no longer available to you.

POSTING ORDER: The order in which we post debit and credit transactions to your account.

PREAUTHORIZATION AND SETTLEMENT: When you use your debit card to make a purchase without entering your PIN, the transaction is completed in a two-step process. The two-step process consists of the merchant's preauthorization of the transaction amount and settlement of the transaction amount, which is final payment of the transaction.

RETURNED: When your Available Balance is not sufficient to pay for a transaction on your Account, and we decide to return the transaction unpaid.

SIGNER: A person or persons who you allow to conduct transactions on and request information about your Account, but who does/do not own the money in the Account.

SUBSTITUTE CHECK: A paper reproduction of an original check that (i) contains an image of the front and back of the original check; and (ii) is suitable for automated processing in the same manner as the original check.