

1st Colonial Bancorp, Inc.

April 7, 2025

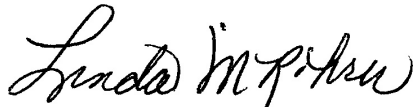
Dear Fellow Shareholder:

1st Colonial Bancorp, Inc. will hold its 2025 Annual Meeting of Shareholders on May 14, 2025, at **Merchantville Country Club, 501 Chapel Avenue West, Cherry Hill, New Jersey 08002**. The Annual Meeting will commence at 9:00 a.m. The purpose of this meeting will be to elect directors and ratify our audit committee's appointment of our auditors for the year ending December 31, 2025. We will also discuss 2024 results, as well as our plans for 2025.

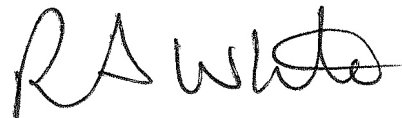
Your vote is important regardless of the number of shares you own. Whether or not you plan to attend the meeting, we urge you to complete, sign, date and return the enclosed proxy card in the enclosed envelope, or you may vote by Internet as described on the proxy card. This will not prevent you from voting in person at the meeting but will ensure that your vote is counted if you are unable to attend.

We look forward to seeing you at the annual meeting and answering any questions you may have. Thank you for your continued support.

Sincerely,



Linda M. Rohrer
Chairman of the Board



Robert B. White
President and Chief Executive Officer

1st COLONIAL BANCORP, INC.

1000 Atrium Way
Suite 200
Mount Laurel, New Jersey 08054

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

We will hold the annual meeting of shareholders of 1st Colonial Bancorp, Inc. ("1st Colonial Bancorp") on May 14, 2025 at 9:00 a.m. at **Merchantville Country Club, 501 Chapel Avenue West, Cherry Hill, New Jersey 08002**. The annual meeting is for the following purposes, which are more completely described in the accompanying proxy statement:

- (a) To elect three (3) Class 3 directors of 1st Colonial Bancorp, each to serve for a term of three years and until their successors are elected and have qualified;
- (b) To consider and vote on the 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan;
- (c) To ratify the appointment of Crowe LLP as 1st Colonial Bancorp's independent auditors for the fiscal year ending December 31, 2025; and
- (d) To transact such other business as may properly be presented at the meeting.

Shareholders of record at the close of business on March 14, 2025, are entitled to notice of, and to vote at, the annual meeting.

By Order of the Board of Directors,



Mary Kay Shea
Secretary

Mount Laurel, New Jersey
April 7, 2025

You are cordially invited to attend the annual meeting. It is important that your shares be represented regardless of the number you own. Even if you plan to be present, you are urged to complete, sign, date and return the enclosed proxy promptly in the envelope provided, or vote by Internet by following the instructions on the proxy card. If you attend the meeting, you may vote either in person or by your proxy. Your proxy may be revoked by you in writing or in person at any time prior to the exercise of the proxy.

1ST COLONIAL BANCORP, INC.
1000 Atrium Way
Suite 200
Mount Laurel, New Jersey 08054

PROXY STATEMENT

GENERAL INFORMATION

This proxy statement is being furnished in connection with the solicitation of your proxy by the Board of Directors of 1st Colonial Bancorp, Inc. (“1st Colonial Bancorp”) for use at our annual meeting of shareholders to be held on May 14, 2025.

Purpose of Meeting

The specific proposals to be considered and acted upon at our 2025 annual meeting are summarized below:

- (a) To elect three (3) Class 3 directors of 1st Colonial Bancorp, each to serve for a term of three years and until their successors are elected and have qualified;
- (b) To consider and vote on the 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan;
- (c) To ratify the appointment of Crowe LLP as 1st Colonial Bancorp’s independent auditors for the fiscal year ending December 31, 2025; and
- (d) To transact such other business as may properly be presented at the meeting.

Record Date and Voting

All holders of record of 1st Colonial Bancorp common stock at the close of business on March 14, 2025 are entitled to notice of and to vote at the meeting or any adjournment thereof. On March 14, 2025, there were 4,781,978 shares of 1st Colonial Bancorp common stock outstanding.

The holders of a majority of the outstanding shares of our common stock must be present at the annual meeting, either in person or by proxy, in order to transact business at the meeting. Abstentions and broker “non-votes” are counted as present and entitled to vote for purposes of determining whether such a quorum is present. A broker “non-vote” occurs when a broker or other nominee holding shares for a beneficial owner does not vote on a particular proposal because the broker/nominee does not have discretionary voting power with respect to that item and has not received instructions from the beneficial owner.

If a quorum is present at the annual meeting:

- the three nominees for Class 3 directors receiving the highest number of votes cast at the meeting will be elected as directors, and
- the other matters proposed in this proxy statement will be approved upon the affirmative vote of the majority of the votes cast, either by proxy or in person, by all shareholders entitled to vote on the matter.

The vote required to approve any other matter that may be properly brought before the annual meeting will be determined in accordance with the Pennsylvania Business Corporation Law.

Solicitation of Proxies

This proxy statement and the accompanying proxy are first being mailed to our shareholders on or about April 11, 2025. We will pay the expense of soliciting proxies. We expect that the solicitation of proxies will be primarily by mail. Our directors, officers and employees may also solicit proxies personally, by telephone, by e-mail, by text message and by fax.

Voting and Revocation of Proxies

You may vote by proxy or in person at the annual meeting. To vote by proxy, you may use one of the following methods if you are a registered holder (that is, you hold your stock in your own name):

- **Internet voting**, by accessing the Internet at the web address stated on the enclosed proxy card and following the instructions; or
- **Mail**, by completing and returning the enclosed proxy card in the enclosed envelope. The envelope requires no additional postage if mailed in the United States.

Signing and returning the enclosed proxy card will not affect your right to attend the annual meeting and vote in person. Any shareholder giving a proxy may revoke it at any time before it is exercised by: (1) filing with the Secretary of 1st Colonial Bancorp written notice of such revocation; (2) voting again on the Internet, or submitting a duly executed proxy bearing a later date; or (3) attending the annual meeting and giving the Secretary notice of your intention to vote in person.

Except as described below, each share of common stock outstanding on March 14, 2025, the record date for the annual meeting, will be entitled to one vote on each matter submitted to a vote at the meeting. Shareholders are not entitled to cumulative voting rights in the election of directors. Our Articles of Incorporation impose limitations upon the ability of certain shareholders and groups of shareholders to acquire or vote shares of our stock. The Articles of Incorporation prohibit any person (whether an individual, a company or another legal entity), or any group of persons acting in concert, from acquiring “voting control.” Under this provision, shares of common stock owned in excess of 9.9% will be treated as “excess shares.” In general, all shares of common stock deemed to be “excess shares” will not be entitled to vote on any matter at the annual meeting or take other shareholder action. As of the date of this proxy statement, we are only aware of 193,780 excess shares owned by AllianceBernstein Financial Services.

If you appropriately mark, sign and return the enclosed proxy card in time to be voted at the meeting, the shares represented by the proxy card will be voted in accordance with your instructions marked on the proxy card. Signed proxy cards not marked to the contrary will be voted: “FOR” the election, as directors, of the Board of Directors’ nominees, “FOR” the approval of the 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan, and “FOR” the ratification of the appointment of Crowe LLP as the independent auditors of 1st Colonial Bancorp for the fiscal year ending December 31, 2025.

Shares Held in “Street Name” by Broker or Bank

If your shares are held in “street name” by a bank or brokerage firm, your bank or brokerage firm, as the record holder of your shares, may vote such shares as directed by you, or if not so directed, in their own discretion if permitted by the stock exchange or other organization of which they are members. You should check the voting form used by that broker or nominee to determine whether you may vote on-line, by telephone or by another method.

If a proposal is routine, a broker holding common shares for a beneficial owner in street name may vote on the proposal without receiving instructions from the beneficial owner. If a proposal is non-routine, the broker may vote on the proposal only if the beneficial owner has provided voting instructions. The rules of the stock exchange or association with which the broker or nominee is registered determine whether proposals presented at shareholder meetings are routine or non-routine. A broker non-vote occurs when the broker is unable to vote on a proposal because the proposal is non-routine and the beneficial owner does not provide any instructions.

Under the rules of the New York Stock Exchange, of which most major brokerage firms are members, the ratification of auditors is a routine item. **However, Matter (1) involving the election of directors and Matter (2) involving the 2025 Equity Incentive Plan are non-routine matters. Therefore, the broker may vote on these matters only if the beneficial owner has provided voting instructions. Accordingly, it is important that you provide instructions to your broker on these matters.**

Principal Shareholders

The following table sets forth information regarding each person or group who beneficially owned 5% or more of our outstanding common stock as of March 14, 2025, the record date for the annual meeting:

<u>Name of Beneficial Owner</u>	<u>Total Beneficial Ownership(1)</u>	<u>Percent of Class(2)</u>
AllianceBernstein Financial Services Opportunities Fund (3) New York, NY, USA	667,158	14.0%
First Manhattan Co. (4) New York, New York	426,108	9.1%
Linda M. Rohrer (5) Haddon Township, New Jersey	292,313	6.1%
Michael C. Haydinger (6) Philadelphia, Pennsylvania	250,269	5.2%

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- (1) Under applicable regulations, shares are deemed beneficially owned by a person if the person directly or indirectly has or shares the power to vote or dispose of the shares. Unless otherwise indicated, the named beneficial owner has sole voting and dispositive power with respect to the shares. Under applicable regulations, a person is deemed to have beneficial ownership of shares which may be received upon the exercise of outstanding stock options or warrants if the option or warrant is exercisable within 60 days.
- (2) The percentage is calculated on a fully diluted basis (as if such person's vested options were exercised).
- (3) Based on written representation from a representative of AllianceBernstein as to its share ownership in 1st Colonial as of March 14, 2025. In accordance with our Articles of Incorporation, the shareholder has Voting Control of the Corporation because their ownership exceeds 9.9%. As a result, AllianceBernstein has the power to vote 473,378 shares, representing 9.9% of the Corporation's voting common stock outstanding as of March 14, 2025. The remaining 193,780 shares of common stock are presently deemed "excess shares" pursuant to the Corporation's Articles of Incorporation and are therefore not entitled to vote on any matter or to take other shareholder action.
- (4) Based on written representation from a representative of First Manhattan as to its share ownership in 1st Colonial as of March 14, 2025.
- (5) Includes 16,753 shares that Ms. Rohrer has the right to acquire upon the exercise of vested stock options.
- (6) Includes 16,753 shares that Mr. Haydinger has the right to acquire upon the exercise of vested stock options, 94,987 shares owned by First Montgomery Properties NJ Inc., and 100,730 shares owned by Burlington Investment Group LLC. Mr. Haydinger is an executive officer of First Montgomery Properties NJ and Burlington Investment Group (which are affiliated companies) and through his position exercises voting and investment power over these shares.

MATTER NO. 1 ELECTION OF DIRECTORS

Our articles of incorporation provide that the Board of Directors (“Board”) of 1st Colonial Bancorp may from time to time fix the total number of directors on the Board at not less than seven nor more than 25. Presently, the Board consists of 10 members. The terms of three Class 3 directors expire at the annual meeting, and those directors have been re-nominated for election.

Our bylaws permit nominations for election to the Board to be made by the Board or by any shareholder entitled to vote for the election of directors. Nominations for director made by shareholders (other than the members of the Board) must be made, in writing, and delivered to us not less than 90 days prior to the date of the annual meeting. Each notice of nomination made by a shareholder must set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in the notice, (ii) the principal occupation or employment of each nominee, and (iii) the number of shares of capital stock of 1st Colonial Bancorp that are beneficially owned by each nominee.

Unless waived by the Board of 1st Colonial, in order to qualify for election as a director of 1st Colonial, a person must have been a shareholder of record of 1st Colonial for at least three years. Each director must be a natural person of full age. He or she also must own common or preferred stock of 1st Colonial Bancorp with an aggregate par, fair market, or equity value of \$1,000. No director is permitted to be related by blood or marriage to any other director without the consent of two-thirds of the entire Board.

We are not required to include nominations made by our shareholders in this proxy statement. Any nominations that are not made timely or any votes cast at the meeting for any candidate not duly nominated will be disregarded by the chairman of the meeting. No notice of nomination of any person for election as a director has been received from any shareholder as of the date of this proxy statement.

The Board has nominated Curt Byerley, Robert B. White and Stanley H. Molotsky for election to the Board as Class 3 directors. All Board nominees are current directors of 1st Colonial Bancorp and its wholly owned subsidiary, 1st Colonial Community Bank (the “Bank”).

Shares represented by properly executed proxies in the form accompanying this proxy statement will be voted for the Board’s nominees unless you specify otherwise in your proxy. If you wish to withhold authority from the proxy holders to vote for the election of directors or to withhold authority to vote for any individual nominee, you may do so by marking your proxy card to that effect.

The three nominees for Class 3 directors receiving the highest number of votes cast at the meeting will be elected as directors. Votes against or votes withheld from a nominee have no legal effect.

If any nominee should become unable to serve, the persons named in the proxy may vote for another nominee. However, we have no reason to believe that any nominee listed below will be unable to serve as a director, if elected.

Information Concerning Nominees and Continuing Directors

The table set forth below contains information concerning the nominees for election as directors at the annual meeting, and the continuing members of the Board, including their principal occupations or employment during at least the past five years, their ages, and the year in which they began serving as a director of the Bank or 1st Colonial Bancorp, whichever is earlier. Each nominee and each continuing director is “independent,” as defined by Rule 5605(a)(2) of The Nasdaq Stock Market listing standards, except for Robert B. White, our president and chief executive officer. None of the nominees or continuing directors is a director of any other publicly traded company.

<u>NOMINEE FOR CLASS 3 DIRECTORS TO SERVE UNTIL 2028:</u>	<u>AGE</u>	<u>DIRECTOR SINCE</u>
<p>CURT BYERLEY</p> <p>Mr. Byerley is the founder and President of Global Direct Marketing, a marketing services and consulting company specializing in Customer Relationship Management programs, based in Haddonfield, New Jersey. Previously Mr. Byerley was the President of Harte-Hawks – Philadelphia (HHS:NYSE). Mr. Byerley directed the efforts of this division that provided marketing services solutions to all of Harte-Hanks clients. Additionally Mr. Byerley managed Harte-Hanks Print a direct mail web printer who provided complete graphic communications support for leading companies. Mr. Byerley joined Harte-Hanks in 1998. Prior to joining Harte-Hawkins, Mr. Byerley was founder and President of Printing Management Systems, Inc. who for 15 years provided integrated marketing solutions in database marketing, printing, fulfillment, direct mail and telemarketing. Mr. Byerley has written many articles about marketing services for many industry publications and achieved national recognition as a speaker. Additionally, Mr. Byerley served on the Board of Directors of Pet360, a \$100 million network of more than 30 top pet websites that connects the pet industry to more than 12 million visitors per month including petMD.com, Only Natural Pet and BlogPaws, where he has served on the Compensation Committee and Executive Search Committee and participated in the successful 2014 merger with Petsmart/Chewy.com. Mr. Byerley received his BS from Villanova University in Business Administration and MBA from the University of Manchester, UK.</p>	68	2003
<p>STANLEY H. MOLOTSKY</p> <p>Mr. Molotsky is a counselor in financial matters. Since 1988, Mr. Molotsky has been the owner and operator of SHM Financial Group, a financial counseling firm.</p>	89	2000
<p>ROBERT B. WHITE</p> <p>Mr. White is the President and Chief Executive Officer of both 1st Colonial Bancorp and the Bank and has served in such capacities since February 3, 2020. From April 2015 until July 2019, he served as the Chief Risk Officer for Customers Bank, Wyomissing, Pennsylvania. From November 2012 until July 2019, he served as President, Special Assets for Customers Bank.</p>	60	2020

<p>CONTINUING CLASS 1 DIRECTORS TO SERVE UNTIL 2026:</p> <p>THOMAS R. BRUGGER</p> <p>Mr. Brugger is retired. He served as the Chief Financial Officer of Orrstown Bank of Harrisburg, Pennsylvania, from July 2019 until his retirement in April 2021. Prior to this role, Brugger held the position of Chief Financial Officer for Sun National Bank in Mount Laurel, New Jersey from 2012 to 2018, as well as Chief Financial Officer for Customers Bank in Wyomissing, Pennsylvania from 2009 to 2012. He also served as Executive Vice President and Corporate Treasurer of Sovereign Bank in Wyomissing, Pennsylvania from 1994 to 2009.</p>	<p><u>AGE</u></p> <p>58</p>	<p><u>DIRECTOR SINCE</u></p> <p>2021</p>
<p>THOMAS A. CLARK, III</p> <p>Mr. Clark was a practicing attorney and Shareholder at Capehart Scatchard, P.A. from November 2010 until his retirement on December 31, 2022. From January 2008 until November 2010, he was the Managing Partner of the law firm of Cureton Clark, P.C., which he co-founded in 1992 and for which he served as a shareholder, officer and director until November 2010.</p>	<p>71</p>	<p>2000</p>
<p>LINDA M. ROHRER</p> <p>Ms. Rohrer is the Chairman of the Board of both 1st Colonial Bancorp and the Bank, and has served in such capacities since the formation of such entities. Since 1985, Ms. Rohrer has owned and served as the President of Rohrer & Vail Real Estate, formerly Rohrer and Sayers Real Estate, a commercial and residential real estate sales company. Since 1989, Ms. Rohrer has served as a trustee of the William G. Rohrer Charitable Foundation. Ms. Rohrer also served as a member of the board of trustees of Rowan University from 2009 to 2021. Ms. Rohrer served as a director of Community National Bank of New Jersey from October 1988 to May 1996.</p>	<p>77</p>	<p>2000</p>
<p>CONTINUING CLASS 2 DIRECTORS TO SERVE UNTIL 2027:</p> <p>JOHN J. DONNELLY, IV</p> <p>Mr. Donnelly is the owner of JDCLIS Inc., which specializes in construction loan inspection services. From March 1, 2010 until December 31, 2019, Mr. Donnelly served as Vice President of RDM-USA LLC, a provider of commercial construction services. From 2007 through 2009, he served as a Senior Project Manager for Kay Construction. From 1991 to 2006, Mr. Donnelly served as President of J.J. Donnelly Inc., a general contractor in the commercial construction industry.</p>	<p>70</p>	<p>2001</p>
<p>MICHAEL C. HAYDINGER</p> <p>From 1994 to the present, Mr. Haydinger has been a Partner of First Montgomery Group, a real estate management and construction firm in Haddon Township, New Jersey.</p>	<p>55</p>	<p>2002</p>

HARVEY JOHNSON Mr. Johnson was a practicing attorney and a partner with Duane Morris LLP from 2009 until his retirement in January 2023. From 2006 to 2009, Mr. Johnson was a partner with the law firm of Wolf Block. Prior to 2006, he was the sole owner of Harvey C. Johnson, P.C.	80	2003
SHELLEY Y. SIMMS From 2004 to 2025, Ms. Simms served as General Counsel and Chief Compliance Officer of Xponance, Inc., a registered investment advisor based in Philadelphia, Pennsylvania. Ms. Simms also served as the Chief Compliance Officer of Xponance Alts Solutions, LLC, the investment advisor to Xponance’s affiliated private equity fund from 2021 to 2025. Prior to joining Xponance, Ms. Simms was an independent legal consultant to ARAMARK Corporation from 2002 to 2004, and prior thereto, she was an attorney at Comcast Corporation and at Ballard Spahr LLP in Philadelphia, Pennsylvania. Ms. Simms is a Trustee of the Pop Venture Fund (2024-present) where she is Chairperson of the Nominating, Governance and Compensation Committee, a Trustee of City National Rochdale Funds (2023-present) where she serves on the Audit, Investment and Nominating & Governance Committees, and she also serves as a Trustee of the Byerschool Foundation (2022-present). From 2018-2023, Ms. Simms was a Commissioner on the Pennsylvania State Ethics Commission, and she was the Chairperson during the last year of her tenure.	56	2021

Recommendation

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE ELECTION OF ITS NOMINEES FOR CLASS 3 DIRECTORS.

EXECUTIVE OFFICERS

For information about Mr. White, who serves as our President and Chief Executive Officer, see “Matter 1 – Election of Directors” above. The following table provides information regarding our other executive officers:

<u>Name</u>	<u>Age</u>
MARY KAY SHEA	54

Ms. Shea has served as Executive Vice President and Chief Financial Officer of the Bank and Bancorp since July 16, 2020. Prior to that date, she served as Senior Vice President and Chief Financial Officer for such companies starting in that position on June 27, 2017. From 2013 to June 2017, she served as the Chief Accounting Officer of Royal Bank America. Prior to then she served as the Controller for Royal Bank America from September 2008 through December 2012.

SECURITY OWNERSHIP OF MANAGEMENT

The following table sets forth certain information concerning the number of shares of 1st Colonial Bancorp common stock held as of March 14, 2025 by each nominee for director of 1st Colonial Bancorp, each continuing director, and the executive officers named in the Summary Compensation Table below.

<u>Name of Beneficial Owner</u>	<u>Total Beneficial Ownership(1)</u>	<u>Percent of Class(2)</u>
Thomas R. Brugger (3)..... Director	8,075	*
Curt Byerley, Director (4) Director	160,342	3.3%
Thomas A. Clark III, Director (5)..... Director	26,919	*
John J. Donnelly IV, Director (6) Director	48,477	1.0%
Michael C. Haydinger, Director (7)... Director	250,269	5.2%
Harvey Johnson, Director (8) Director	37,461	*
Stanley H. Molotsky (9) Director	89,632	1.9%
Linda M. Rohrer (10)..... Chairman of the Board	292,313	6.1%
Mary K. Shea (11) Executive Vice President and Chief Financial Officer	7,443	*
Shelley Y. Simms Director	4,525	*
Robert B. White (12)..... President and Chief Executive Officer	69,566	1.5%
Total (11 individuals) (13).....	995,022	20.3%

* Represents less than 1% of the outstanding Common Stock

- (1) Based on information furnished by the respective individuals and our books and records. Under applicable regulations, shares are deemed beneficially owned by a person if he or she directly or indirectly has or shares the power to vote or dispose of the shares. Unless otherwise indicated, the named beneficial owner has sole voting and dispositive power with respect to the shares. Under applicable regulations, a person is deemed to have beneficial ownership of shares which may be received upon the exercise of outstanding stock options or warrants if the option or warrant is exercisable within 60 days.

- (2) The percentage is calculated on a fully diluted basis (as if such person's or group's vested options were exercised) based on the shares outstanding as of the record date.
- (3) Beneficial ownership includes 7,975 shares held in the Brugger Family Trust, for which Mr. Brugger and his spouse are the sole Trustees.
- (4) Beneficial ownership includes 16,753 shares that Mr. Byerley has the right to acquire upon the exercise of vested stock options and 17,961 shares held in the Curt J Byerley Family Stock Trust, for which Mr. Byerley is the Settlor/Protector.
- (5) Beneficial ownership includes 15,424 shares that Mr. Clark has the right to acquire upon the exercise of vested stock options.
- (6) Beneficial ownership includes 14,564 shares that Mr. Donnelly has the right to acquire upon the exercise of vested stock options.
- (7) Beneficial ownership includes 16,753 shares that Mr. Haydinger has the right to acquire upon the exercise of vested stock options, 94,987 shares owned by First Montgomery Properties NJ Inc., and 100,730 shares owned by Burlington Investment Group LLC. Mr. Haydinger is an executive officer of First Montgomery Properties NJ and Burlington Investment Group (which are affiliated companies) and through his position exercises voting and investment power over these shares.
- (8) Beneficial ownership includes 12,748 shares that Mr. Johnson has the right to acquire upon the exercise of vested stock options, and 2,224 shares that Mr. Johnson owns jointly with his spouse.
- (9) Beneficial ownership includes 16,753 shares that Mr. Molotsky has the right to acquire upon the exercise of vested stock options and 28,933 shares jointly owned by Mr. Molotsky and his spouse 3,611 shares held in a Profit-Sharing Plan for the employees of SHM Financial Group; and 23,867 shares managed for clients of SHM Financial Group. Mr. Molotsky is the owner of SHM Financial Group and through his position exercises voting and investment power over these shares.
- (10) Beneficial ownership includes 16,753 shares that Ms. Rohrer has the right to acquire upon the exercise of vested stock options.
- (11) Beneficial ownership includes 6,000 shares that Ms. Shea has the right to acquire upon the exercise of vested stock options.
- (12) Beneficial ownership includes 15,000 shares that Mr. White has the right to acquire upon the exercise of vested stock options, and 4,430 shares that Mr. White owns jointly with his spouse.
- (13) Beneficial ownership includes 130,748 shares that the executive officers named in the Summary Compensation Table below and the directors of 1st Colonial Bancorp, in the aggregate, have the right to acquire upon the exercise of vested stock options.

CORPORATE GOVERNANCE MATTERS

Board of Directors Meetings and Committees

General. During the year ended December 31, 2024, the Board of Directors (“Board”) held ten meetings. Directors are expected to attend meetings of the Board, meetings of the committees on which they serve and the annual meeting of 1st Colonial Bancorp’s shareholders. No director of 1st Colonial Bancorp or the Bank attended fewer than 75% of all meetings of the Boards of Directors of 1st Colonial Bancorp and the Bank, and the committees thereof of which he or she was a member, that were held during the year ended December 31, 2024. All directors of 1st Colonial Bancorp attended the 2024 Annual Meeting of 1st Colonial Bancorp’s shareholders.

Audit Committee. The Board of 1st Colonial Bancorp has a standing Audit Committee. The primary duties and responsibilities of 1st Colonial Bancorp’s Audit Committee are to:

- Oversee that management maintains the reliability and integrity of the accounting policies and financial reporting and disclosure practices of 1st Colonial Bancorp;
- Oversee that management establishes and maintains processes to assure that an adequate system of internal controls is functioning within 1st Colonial Bancorp; and
- Oversee that management establishes and maintains processes to assure compliance by 1st Colonial Bancorp with all applicable laws, regulations and corporate policy.

In connection with these duties, the Audit Committee is responsible for the appointment, compensation, oversight and termination of our independent auditors. The Audit Committee is responsible also for, among other things, reporting to the 1st Colonial Bancorp Board on the results of the annual audit, and reviewing the financial statements and related financial and non-financial disclosures included in our earnings releases and annual reports to shareholders. The Audit Committee is also responsible for receiving and responding to complaints and concerns relating to accounting and auditing matters.

The Audit Committee has a charter in place that has been adopted by the Board. The committee’s current charter is available in the Investor Relations section of our website at www.1stcolonial.com. The Board has determined that Thomas R. Brugger qualifies as an audit committee financial expert under the criteria set forth in Item 407(d)(5) of Regulation S-K promulgated under the Securities Exchange Act of 1934. In addition, the Board believes that all members of its Audit Committee are financially literate and experienced in business matters, and that one or more members of the Audit Committee are capable of (i) understanding generally accepted accounting principles (GAAP) and financial statements, (ii) assessing the general application of GAAP principles in connection with our accounting for estimates, accruals and reserves, (iii) analyzing and evaluating our financial statements, (iv) understanding our internal controls and procedures for financial reporting; and (v) understanding audit committee functions, all of which are attributes of an audit committee financial expert.

The current members of the Audit Committee are Thomas R. Brugger (Chairman), Thomas A. Clark III, Michael C. Haydinger, Linda M. Rohrer, and Shelley Y. Simms. Each member is “independent,” as defined by Rule 5605(a)(2) of The Nasdaq Stock Market listing standards. During the year ended December 31, 2024, the 1st Colonial Bancorp Audit Committee met four times.

Compensation Committee. The Compensation Committee of the Board of 1st Colonial Bancorp is appointed by the Board to discharge the Board’s responsibilities relating to compensation of the directors and officers of 1st Colonial Bancorp and the Bank. The Compensation Committee annually reviews and approves corporate goals and objectives relevant to CEO compensation, evaluates the CEO’s performance in light of those goals and objectives, and determines and approves the CEO’s compensation levels based on this

evaluation. The Compensation Committee has overall responsibility for approving and evaluating the director and officer compensation plans, policies and programs. The 1st Colonial Bancorp Compensation Committee serves as the administrator of 1st Colonial Bancorp's 2020 Equity Incentive Plan. The Compensation Committee, which met two times during the year ended December 31, 2024, is responsible for the administration of the Bank's Executive Compensation Program discussed below, and the establishment and modification of the terms of employment of executive officers, including any employment or change in control agreements. This committee may not delegate any authority described above to other persons. However, the Bank's president and chief executive officer does recommend to the Compensation Committee the annual base compensation levels for the other executive officers of the Bank. The committee reviews such recommendations and discusses same with the chief executive officer before it approves such compensation.

The Compensation Committee had the sole authority to retain, terminate and oversee the work of any compensation consultant to be used to assist in the evaluation of director, CEO or senior executive compensation and has sole authority to approve the consultant's fees and other retention terms.

The Compensation Committee has a charter in place that was adopted by the Board during 2020. The committee's current charter is available in the Investor Relations section of our website at www.1stcolonial.com.

The current members of the Compensation Committee are Thomas A. Clark III (Chairman), Michael C. Haydinger, Stanley H. Molotsky, Linda M. Rohrer and Shelley Y. Simms. Each member is "independent," as defined by Rule 5605(a)(2) of The Nasdaq Stock Market listing standards.

Nominating and Corporate Governance Committee. The Nominating and Corporate Governance Committee assists the Board of 1st Colonial Bancorp by identifying individuals qualified to become Board members, and to recommend to the Board the director nominees for the next annual meeting of shareholders and directors to fill any vacancies between annual meetings. The Nominating and Corporate Governance Committee also leads the board through an annual review of the board's performance.

In identifying individuals qualified to become Board members, the Nominating and Corporate Governance Committee has not adopted any specific minimum qualifications for directors other than those set forth in our articles of incorporation and bylaws. In order to qualify for election as a director of 1st Colonial, a person must have been a shareholder of record of 1st Colonial for at least three (3) years (this requirement may be waived by the Board), and must own common stock with either an aggregate par, fair market, or equity value of \$1,000. Each director also shall be a natural person of full age, and must not be related by blood or marriage to any other director.

The Nominating and Corporate Governance Committee has a charter in place that was adopted by the Board in 2021. The committee's current charter is available in the Investor Relations section of our website at www.1stcolonial.com.

The members of the Board have a diversity of experience and a wide variety of backgrounds, skills, qualifications, and viewpoints that strengthen their ability to carry out their oversight role on behalf of our shareholders. Information on each director's qualifications and background can be found in the director biographies above. We regularly review the attributes required of Board members in order to better facilitate our long-term goals and operational performance, and enhance our corporate culture.

The Nominating and Corporate Governance Committee considers potential candidates for Board membership recommended by its members, management, shareholders, and others. The Nominating and Corporate Governance Committee will consider nominees recommended by shareholders and, in considering such candidates, will apply the same criteria it applies in connection with Board-recommended candidates.

Shareholders may nominate persons for election as directors in accordance with the procedures set forth “Shareholder Proposals and Nominations for 2026 Annual Meeting.”

Other Committees. The Bank has other committees composed of directors or officers of the Bank which meet for specific purposes. The Board of the Bank has authority under the Bank’s bylaws to establish such other committees from time to time as the Board may deem necessary.

Board Leadership Structure and Risk Oversight

While the Board does not have a policy regarding the separation of the roles of chief executive officer and Chairman of the Board, the Board has determined that having an independent director serve as Chairman is in the best interest of 1st Colonial Bancorp at this time.

The Board of 1st Colonial Bancorp exercises its risk oversight role through its committee structure described above. In addition, the Board has access, as needed, to the executive officers and other employees of 1st Colonial Bancorp who help supervise the day-to-day risk management responsibilities of 1st Colonial Bancorp, as well as to legal representation to the extent deemed necessary to assist with their risk oversight responsibilities.

Code of Ethics

We have adopted a Code of Conduct and Ethics that applies to all of our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer or controller. We will furnish, without charge, a copy of our Code of Conduct and Ethics to any person, upon written request made to Mary Kay Shea, Secretary, at our offices located at 1000 Atrium Way, Suite 200, Mount Laurel, NJ 08054.

Audit Committee Report

The Audit Committee of 1st Colonial Bancorp is composed entirely of non-management directors, each meeting the independence requirements of the Nasdaq Stock Market listing standards. The Audit Committee has adopted a written charter outlining its practices and responsibilities.

During the year ended December 31, 2024, the Audit Committee met four times. At each meeting, the Audit Committee reviewed the results of reviews performed in the areas of internal audit and compliance. The Audit Committee was apprised of the status of all audit findings and the resolutions instituted by management. In 2024, the Audit Committee also reviewed and reassessed our internal audit program. Management also updated the Audit Committee on the status of the independent audit for the year ended December 31, 2023 being performed by Crowe, LLP.

The Audit Committee has reviewed 1st Colonial Bancorp’s audited financial statements for the year ended December 31, 2024, and the related report by Crowe LLP, and has discussed the financial statements and the report with management and with Crowe LLP.

1st Colonial Bancorp’s Audit Committee appointed Crowe LLP as independent auditors of 1st Colonial Bancorp for the year ended December 31, 2023 and for the year ending December 31, 2024.

The Audit Committee has discussed with the independent auditors of 1st Colonial Bancorp the matters required to be discussed by AU Section 380, The Auditor’s Communication With Those Charged With Governance. The Audit Committee has reviewed the materials received from the independent auditors, has discussed with the independent auditors the independence of such auditors, and has satisfied itself as to the auditors independence.

The Audit Committee acts only in an oversight capacity, and in doing so relies on the work and assurances of 1st Colonial Bancorp's management and its independent auditors.

Based on the Audit Committee's review of the financial statements and the independent auditors' report thereon, and the Audit Committee's discussions with management and the independent auditors, the Audit Committee has recommended to our Board that the audited consolidated financial statements of 1st Colonial Bancorp be included in its Annual Report to Shareholders for the year ended December 31, 2024.

COMPENSATION OF DIRECTORS

The following table sets forth a summary of the total compensation that we paid to each non-employee director of 1st Colonial Bancorp and the Bank in 2024:

Name	Fees Earned or Paid in Cash (\$)	Option Awards \$(1)	Restricted Stock Unit Awards \$(2)	Total (\$)
Linda M. Rohrer	23,550	-	37,200	60,750
Thomas R. Brugger	21,050	-	37,200	58,250
Curt Byerley	18,850	-	37,200	56,050
Thomas A. Clark III	20,650	-	37,200	57,850
John J. Donnelly, IV	20,350	-	37,200	57,550
Michael C. Haydinger	19,250	-	37,200	56,450
Harvey Johnson	18,900	-	37,200	56,100
Stanley H. Molotsky	19,600	-	37,200	56,800
Shelley Y. Simms	20,350	-	37,200	57,550

- (1) No stock option awards were granted to the Directors during the fiscal year ended December 31, 2024.
- (2) This column reflects the total grant date fair value for all restricted stock unit awards granted during the fiscal year ended December 31, 2024. The assumptions used in the calculation of these amounts are described in the Notes to our consolidated financial statements, which are included in the annual report accompanying this proxy statement.

As of December 31, 2024, each director has the following outstanding stock option and restricted stock unit awards:

Name	Option Awards	Restricted Stock Units
Linda M. Rohrer	19,453	5,525
Thomas R. Brugger	-	5,525
Curt Byerley	19,453	5,525
Thomas A. Clark III	18,124	5,525
John J. Donnelly, IV	16,422	5,525
Michael C. Haydinger	19,453	5,525
Harvey Johnson	15,448	5,525
Stanley H. Molotsky	19,453	5,525
Shelley Y. Simms	-	5,525

For 2025, the Chairman of the Board will receive a quarterly retainer of \$3,125 for service on the Board, and each of the other directors, other than Mr. White, will receive a quarterly retainer of \$2,500. Each non-employee director will receive an additional \$750 for each board meeting and \$350 for each committee meeting attended.

1st Colonial Bancorp maintains a directors and officers liability insurance policy. The policy covers all directors and officers of 1st Colonial Bancorp and the Bank for certain liability, losses, or damages that they may incur in their capacities as such.

2013 Stock Option Plan for Non-Employee Directors

The Board believes that 1st Colonial Bancorp's stock compensation plans constitute an important part of its compensation programs and, accordingly, it adopted and maintains the 1st Colonial Bancorp, Inc. 2013 Stock Option Plan for Non-Employee Directors (the "2013 Director Plan"). During 2020 1st Colonial Bancorp adopted the 1st Colonial Bancorp, Inc. 2020 Equity Incentive Plan (the "2020 Equity Plan"), which the shareholders approved during the 2020 Annual Meeting of Shareholders. The 2020 Equity Plan is described under "Executive Compensation". Because directors are eligible to receive awards under the 2020 Equity Plan, the ability to grant awards under the 2013 Director Plan was terminated with the approval of the 2020 Equity Plan.

The 2013 Director Plan was designed to provide nonemployee directors of 1st Colonial Bancorp with an opportunity to acquire our common stock, thereby giving them a stake in the continued growth and success of our business. The 2013 Director Plan authorized us to award nonqualified stock options (options not qualified for special tax treatment under Code Section 422) to purchase shares of 1st Colonial Bancorp common stock to our nonemployee directors.

Options to acquire an aggregate of 68,306 authorized shares of common stock are outstanding under the 2013 Director Plan.

In the event of any change in 1st Colonial Bancorp's common stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, combination, or exchange of shares, merger, consolidation, or

similar action, appropriate adjustment will be made to (i) the number of shares into which outstanding options may be converted upon exercise, (ii) the exercise price of outstanding options, and (iii) such other terms as are appropriate under the circumstances. In addition, the Board may make similar changes to outstanding options in other circumstances where such changes are deemed equitable under such circumstances.

Options granted under the 2013 Director Plan are not assignable or transferable other than by will or the laws of descent and distribution and, in general, during the director's lifetime are exercisable only by the director or his or her duly appointed legal representative.

EXECUTIVE COMPENSATION

The following table sets forth the compensation paid during the years ended December 31, 2024 and 2023 by the Bank to our executive officers. These executive officers did not receive any compensation for serving as officers of 1st Colonial Bancorp during such two-year period.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Severance (\$)(1)	Restricted Stock Unit Awards (\$)(2)	All Other Compensation (\$)	Total (\$)
Robert B. White President and Chief Executive Officer	2024	\$347,997	\$126,986	-	\$126,983	\$49,615 ³	\$651,581
	2023	\$332,813	\$ 74,953	-	\$149,688	\$44,805 ³	\$602,258
Frank J. Monaghan ⁴ Former Executive Vice President and Chief Operating Officer	2024	-	-	-	-	-	-
	2023	\$ 83,958	-	\$272,046	-	\$14,898 ⁵	\$370,902
Mary K. Shea Executive Vice President and Chief Financial Officer	2024	\$245,402	\$98,370	-	\$32,787	\$41,572 ⁶	\$418,131
	2023	\$238,525	\$59,907	-	\$69,325	\$37,983 ⁶	\$405,691
Anthony W. LaMarca ⁷ Former Executive Vice President and Chief Lending Officer	2024	\$ 42,636	\$ -	-	-	\$ 6,134 ⁸	\$ 48,771
	2023	\$242,097	\$35,280	-	\$11,938	\$33,711 ⁸	\$323,026

- (1) This column reflects the total severance payment made to Mr. Monaghan upon his separation from the Company effective April 1, 2023.
- (2) This column reflects the total grant date fair value for all restricted stock unit awards granted during the fiscal years ended December 31, 2024 and 2023. The assumptions used in the calculation of these amounts are described in the Notes to our consolidated financial statements, which are included in the annual report accompanying this proxy statement
- (3) Consists of life, dental, vision and health insurance annual premiums; automobile allowance, cell phone allowance, club membership dues, life insurance imputed income; and employer 401(k) contributions.
- (4) Mr. Monaghan separated from the Company effective April 1, 2023. His severance payment was the equivalent of his annual salary for one year.
- (5) Consists of life, dental, vision and health insurance annual premiums; cell phone allowance, club membership dues, life insurance imputed income; and employer 401(k) contributions.
- (6) Consists of life, dental, vision and health insurance annual premiums; automobile allowance, cell phone allowance, life insurance imputed income; and employer 401(k) contributions.

- (7) Mr. LaMarca separated from the Company effective February 16, 2024.
- (8) Consists of life, dental, vision and health insurance annual premiums; automobile allowance, cell phone allowance, club membership dues, life insurance imputed income; and employer 401(k) contributions.

Employment Agreements

Agreement with Mr. White. The Bank has an employment agreement with Robert B. White, its President and Chief Executive Officer. This agreement currently expires on January 31, 2026; however, it provides for annual one-year extensions of the agreement on each anniversary of January 31, unless the Bank or Mr. White give written notice of nonrenewal to the other party on or prior to November 2nd of the immediately preceding year.

The agreement provides that the annual base salary paid to Mr. White will be \$325,000 and may be modified from time to time as mutually agreed upon by Mr. White and the Bank's Compensation Committee. It also provides that in the sole discretion of the Bank, the Bank may pay incentive compensation to Mr. White in the form of cash bonuses and awards of restricted stock units ("RSUs"). The target for any annual incentive compensation award to Mr. White would be 65% of Mr. White's base salary, payable half in cash and half in RSUs with a five-year vesting period, based on the achievement of mutually agreed upon annual goals. Mr. White also is entitled to participate in any other incentive compensation plans and employee benefit plans that the Bank maintains on a basis commensurate with his position and duties.

In the event the Bank terminates Mr. White's employment without "Cause" (as defined in his agreement) or Mr. White voluntarily terminates his employment, the Bank will continue to pay Mr. White his base salary for a period of 180 days from the date of termination.

In the event a "change in control" of the Bank occurs (as defined in the agreement), Mr. White shall be entitled to receive a lump sum payment equal to two times his base salary. Mr. White's agreement provides for the reduction of any change in control payments to him to the extent necessary so that he will not receive "excess parachute payments" under Section 280G of the Internal Revenue Code, which would result in the imposition of an excise tax under Section 4999 of the Internal Revenue Code, but only if, by reason of such reduction, the amount to be received by Mr. White after such reduction will exceed the amounts to be received by Mr. White after paying the excise tax.

Under his agreement, Mr. White has agreed that if his employment terminates for any reason then for a period of 24 months after the date of termination, he will not (i) solicit, recruit, offer employment to, or endeavor to entice away from the Bank or otherwise interfere with their relationship with, any person who was, within the 12 month period preceding the termination date, an employee or independent contractor of the Bank, or (ii) become affiliated in any capacity, except as a shareholder of a publicly traded company holding 5% or less of its stock, with any person or entity engaged in the same or a similar business as the Bank within the New Jersey counties of Camden, Burlington, Gloucester, Atlantic, Cape May, Cumberland or Salem, or any other county in New Jersey in which the Bank has a branch or a loan production office.

Agreement with Ms. Shea. The Bank also has an employment agreement with Mary K. Shea, its Executive Vice President and Chief Financial Officer. This agreement currently expires on December 31, 2025; however, it provides for annual one-year extensions of the agreement on each anniversary of January 1, unless the Bank or the executive gives prior written notice of nonrenewal to the other party on or prior to October 2nd of the immediately preceding year. Ms. Shea's agreement provides that the annual base salary paid to her cannot be less than \$215,000. Under the agreement, the executive is entitled to participate in any incentive compensation plans and employee benefit plans that the Bank maintains. In addition, the agreement provides that the Bank is required to pay the full premium for her family medical and dental coverage. The executive is

entitled to participate in and enjoy any other plans and arrangements which provide for sick leave, vacation, sabbatical, or personal days, club memberships and dues, car allowance, education payment or reimbursement, business-related seminars, and similar fringe benefits provided to or for the officers of the Bank from time to time.

Under this agreement, the executive has agreed that if her employment terminates for any reason except a termination by the Bank without cause prior to a change in control, then for a period of 24 months, after the date of termination, the executive will not (i) solicit, endeavor to entice away from the Bank or its affiliates or otherwise interfere with their relationship with, any person who is, or was within the then most recent 12 month period, an employee or associate thereof, or (ii) solicit or initiate contact, provide services to or communicate with any customer (depositor, borrower or other) serviced by the Bank or whose name became known to the executive during her employment at the Bank.

In the event the Bank terminates the executive's employment without "Cause" or "Disability" (as all such quoted terms are defined in her employment agreement) prior to a change in control, she will be entitled to receive (i) her highest base compensation in effect during the two years prior to termination, payable for the remaining term of the agreement or for a period of one year from the date of termination, whichever is greater, and (ii) an amount equal to the higher of the bonuses paid to the executive during either one of the two years immediately preceding the date of termination, which shall be paid in cash on the first anniversary of the date of termination. In the event the Bank terminates the executive's employment without "Cause" or "Disability" upon or after a change in control of the Bank, or after a change in control of the Bank the executive terminates her employment for "Good Reason", the executive will be entitled to receive (i) her highest base compensation in effect during the two years prior to termination, payable for a period of two (2) years from the date of termination, and (ii) for each of such years, an amount equal to the higher of the bonuses paid to the executive during either one of the two years immediately preceding the date of termination. "Good Reason" includes any of the following events: (i) any material breach by the Bank of, or material failure of the Bank to tender performance under, the agreement, (ii) a material negative change in executive's status or position, or any material diminution in her duties or responsibilities; (iii) a material increase in executive's duties inconsistent with her position, which results in a material negative change to executive in the employment relationship; or (iv) a material reduction executive's base compensation.

In the event the payments and benefits payable to the executive under the agreement in the event of a termination of employment, when added to all other amounts and benefits payable to her, would result in the reduction of tax deductions under IRC Section 280G or the imposition of an excise tax under Section 4999 of the IRC, the amounts and benefits payable to her under the agreement will be reduced to such extent as may be necessary to avoid such imposition.

The Bank's obligations under its employment agreement with Ms. Shea are guaranteed by 1st Colonial Bancorp.

Executive Compensation Program

The Bank has a Management Incentive Plan ("MIP") that is designed to recognize and reward selected members of the management team for their collective and individual contributions to the success of the Bank. The MIP focuses on performance measures that are critical to the Bank's growth, profitability, and maintenance of a strong capital position.

The Compensation Committee, in consultation with the CEO, shall, prior to the beginning of each Performance Period, develop the annual incentive award opportunities for each Participant (other than the CEO), the weighting of Bank versus individual performance goals (if any), and a summary of possible payouts. The Committee shall also determine a minimum performance threshold that must be achieved in order for the Incentive Plan to be funded for a Performance Period (calendar year). The performance goals, thresholds and

weightings for each Performance Period will be submitted to the Board for review and non-objection, and then communicated to the Participants. Threshold, target, and maximum award Incentive Award Opportunities are expressed as a percentage of each Participant's base salary. The actual award payouts are calculated using a ratable approach, where award payouts are calculated as a proportion of threshold, target, and maximum award opportunities. If actual performance falls between a performance level the payout will also fall between the predefined performance level.

Incentive Awards shall be distributed in cash and/or Restricted Stock Units ("RSU") in combination to reach the award amount in accordance with the MIP and 1st Colonial Bancorp, Inc.'s existing equity incentive plan. The incentive award payout for the CEO has a target of 50% cash and 50% restricted stock units. In such determination, the value of each RSU shall be the volume weighted-average trading price of 1st Colonial Bancorp, Inc. common stock on the OTC markets for the ten (10) full trading days ending on the last trading day preceding the date such award is determined. The Committee shall determine the vesting period of the RSUs pursuant to 1st Colonial Bancorp, Inc.'s existing equity incentive plan. For 2024, we achieved 105% of the target consolidated pre-tax income and exceeded the maximum payout goal for return on average assets. The Compensation Committee, in its sole discretion, may make adjustments in the terms and conditions of, and the Bank Performance Measures included in, incentive awards granted under the Incentive Plan in recognition of extraordinary, unusual or nonrecurring events (positive or negative) affecting any Participant, the Bank or the financial statements of the Bank.

1st Colonial Bancorp, Inc. 2020 Equity Incentive Plan

The Board believes that 1st Colonial Bancorp's stock compensation plans constitute an important part of its compensation programs and, accordingly, it adopted and maintains 1st Colonial Bancorp, Inc. 2020 Equity Incentive Plan (the "2020 Equity Plan"). The Board approved the 2020 Equity Plan for the purpose of enabling 1st Colonial Bancorp to continue to recruit and retain highly qualified personnel, to provide those personnel with an incentive for productivity, and to provide those personnel with an opportunity to share in the growth and value of 1st Colonial Bancorp. The 2020 Equity Plan was approved by the 1st Colonial Bancorp's shareholders at the 2020 Annual Meeting.

The 2020 Equity Plan is designed to improve the performance of 1st Colonial Bancorp and its subsidiaries and, by doing so, to serve the interests of the shareholders. By continuing to encourage ownership of 1st Colonial Bancorp shares among those who play significant roles in our success, implementation of the 2020 Equity Plan continues to align the interests of 1st Colonial Bancorp's selected key employees and directors with those of our shareholders by allowing both to benefit from increases in the value of common stock. Moreover, the 2020 Equity Plan has a positive effect on our ability to attract, motivate, and retain employees and directors of outstanding leadership and management ability.

An aggregate of 400,000 authorized shares of common stock have been reserved for issuance under the 2020 Equity Plan. Under the 2020 Equity Plan, we may award options to purchase shares of 1st Colonial Bancorp common stock to selected key employees and directors of 1st Colonial Bancorp and the Bank. These options are either (i) incentive stock options (options qualified under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code")) (available only to employees), which we refer to as "ISOs," or (ii) nonqualified stock options (options not qualified under Code Section 422) which we refer to as "NQSOs". The 2020 Equity Plan also authorizes us to award restricted shares of 1st Colonial Bancorp common stock as well as restricted stock units representing the value of a share of 1st Colonial Bancorp common stock, which we refer to as "RSUs", to selected key employees and directors of 1st Colonial Bancorp or the Bank.

The 2020 Equity Plan provides that no more than 25,000 shares of common stock can be awarded to an employee for any calendar year, and also provides that awards to an individual director are limited to 6,000 shares of common stock during any calendar year.

In the event of any change in 1st Colonial Bancorp's common stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, combination, or exchange of shares, merger, consolidation, or similar action, appropriate adjustment will be made to (i) the number of shares of common stock authorized to be made subject to options under the 2020 Equity Plan, (ii) the number of shares into which outstanding options may be converted upon exercise, (iii) the exercise price of outstanding options, (iv) the maximum number of options that may be granted to any one person within a calendar year, and (v) such other terms as are appropriate under the circumstances. In addition, the Board may make similar changes to outstanding options in other circumstances where such changes are deemed equitable under such circumstances.

Options granted under the 2020 Equity Plan are not assignable or transferable other than by will or the laws of descent and distribution and, in general, during the grantee's lifetime are exercisable only by the grantee or his or her duly appointed legal representative.

As of December 31, 2024, there are 61,302 shares that remain available to be granted subject to awards under the 2020 Equity Plan. If shareholders approve the 2025 Equity Incentive Plan, the ability to grant new awards under the 2020 Equity Plan will terminate.

2013 Employee Stock Option Plan

We also maintain the 2013 Key Employee Stock Option Plan (the "2013 Employee Plan"). The 2013 Employee Plan authorized us to award options to purchase shares of 1st Colonial Bancorp common stock to selected key employees of 1st Colonial Bancorp or the Bank. These options were either ISOs or NQSOs. The ability to grant new options under the 2013 Key Employee Stock Option Plan terminated upon the approval of the 2020 Equity Plan.

Only executive officers and key employees (as determined by the Stock Option Plan Committee) were eligible to receive options under the 2013 Employee Plan. Options granted under the 2013 Employee Plan generally are exercisable for up to 10 years after the date of grant.

Under the 2013 Employee Plan, the Stock Option Plan Committee imposed vesting conditions on the exercisability of options. In general, an option vests and becomes exercisable on the date or dates set forth in the option agreement; provided, however, that no option can be exercisable until the optionee has completed at least one full year of continuous employment with us following the date of grant, unless a change in control (as defined in the 2013 Employee Plan) occurs. If a change in control occurs, each outstanding option issued under the 2013 Employee Plan will immediately become exercisable. A change in control will be deemed to have occurred upon, among other events, shareholder approval of the acquisition of 1st Colonial Bancorp (or all or substantially all of its assets).

In the event of any change in our common stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, combination or exchange of shares, merger, consolidation or similar action, appropriate adjustment will be made to (i) the number of shares into which outstanding options may be converted upon exercise, (ii) the exercise price of outstanding options, and (iv) such other terms as are appropriate under the circumstances. In addition, the Board may make similar changes to outstanding options in other circumstances where such changes are deemed equitable under such circumstances.

Options to acquire an aggregate of 6,640 authorized shares of common stock are outstanding under the 2013 Employee Plan.

Equity Grants in Last Fiscal Year

On January 17, 2024, 6,089 RSUs of 1st Colonial Bancorp common stock were awarded to Mr. White and 1,622 RSUs of 1st Colonial Bancorp common stock were awarded to Ms. Shea. The RSUs vest in full

over a five-year period , with respect to one-fifth of the total shares covered by the award on each of January 17, 2025, 2026, 2027, 2028 and 2029 (subject to accelerated vesting). Upon vesting of the RSUs, 1st Colonial Bancorp will deliver to Mr. White and Ms. Shea one share of common stock for each outstanding RSU.

Outstanding Stock Option and Other Equity Awards at Fiscal Year End

The following table provides certain information with respect to the executive officers named in the Summary Compensation Table appearing above concerning stock options and RSUs which were outstanding on December 31, 2024. No other equity awards were outstanding on December 31, 2024.

Name	Option Awards				Restricted Stock Unit Awards	
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Not Vested (#)	Option Exercise Price ¹ (\$)	Option Expiration Date	Number of units of stock that have not vested (#)	Market value of units of stock that have not vested ² (\$)
Robert B. White President and Chief Executive Officer	7,500	2,500 ³	7.63	December 8, 2030	31,870	474,863
	7,500	5,000 ⁴	9.68	May 26, 2031		
Mary K. Shea Executive Vice President and Chief Financial Officer	-	10,000 ⁵	5.05	June 24, 2030	9,022	134,428
	6,000	1,500 ³	7.63	December 8, 2030		
	-	4,000 ⁴	9.68	May 26, 2031		

(1) Exercise price is equal the fair market value on the date the option was granted, as determined by the Stock Option Plan Committee pursuant to the 2013 Employee Plan or the Compensation Committee pursuant to the 2020 Equity Plan.

(2) Calculated using the December 31, 2024 closing stock price of \$14.90 per share.

(3) These options vest and become exercisable in full on December 8, 2025 (except they become fully vested upon any Change in Control).

(4) These options vest and become exercisable in full over a two-year period, becoming exercisable with respect to one-half of the total shares covered by the option on each of May 26, 2025 and 2026 (except they become fully vested upon any Change in Control).

(5) These options vest and become exercisable in full on June 24, 2025 (except they become fully vested upon any Change in Control).

Aggregated Option Exercises in Last Fiscal Year

During 2024 Ms. Shea, Executive Vice President and Chief Financial Officer, exercised vested stock options to purchase 11,789 shares. During 2023 Mr. Monaghan, former Executive Vice President and Chief Operations Officer, exercised vested stock options to purchase 29,709 shares.

Employee Retirement Plan

The Bank instituted a noncontributory 401(k) for all current employees in August 2005. All eligible employees are 100% vested in any required safe harbor contributions. The Bank made safe harbor contributions in the amount of \$306 thousand in 2024 and \$292 thousand in 2023.

Equity Plan Compensation Information

The following table provides certain information regarding securities issued or issuable under 1st Colonial Bancorp's equity compensation plans as of December 31, 2024.

<u>Plan Category</u>	<u>Number of shares of common stock to be issued upon exercise of outstanding options, warrants and rights</u>	<u>Weighted-average exercise price of outstanding options, warrants and rights</u>	<u>Number of shares of common stock remaining available for future issuance under equity compensation plans (excluding securities reflected in first column)</u>
Equity compensation plans approved by security holders	231,246	\$8.23	61,032
Equity compensation plans not approved by security holders.....	<u>-</u>	<u>-</u>	<u>-</u>
Total.....	<u>231,246</u>	<u>\$8.23</u>	<u>61,032</u>

TRANSACTIONS WITH RELATED PERSONS

1st Colonial Bancorp does not make any loans to its officers or directors. However, the Bank offers various types of loans to its directors, officers, and employees. Under applicable Federal law, any loan made to a director, officer, employee or other affiliate is required to be on substantially the same terms and conditions available to non-related borrowers (in particular as to interest rate and collateral). In addition, the risk of nonpayment must not be greater than the risk of nonpayment on loans to non-related borrowers, and the loan must be approved by a majority of the full Board, with the loan applicant not voting or influencing the vote.

Certain directors and officers of the Bank are customers of and during the year ended December 31, 2024 and had banking transactions with the Bank in the ordinary course of business. Similar transactions may be expected to occur in the future. All loans and commitments to loan were made under substantially the same terms, including interest rates, collateral, and repayment terms, as those prevailing at the time for comparable transactions with other persons and, in our opinion, do not involve more than the normal risk of collection or present other unfavorable features. The aggregate amount of loans to such related parties was \$1.1 million as of December 31, 2024 and 2023. During 2024 and 2023, new loans and credit line advances to such related parties amounted to \$37 thousand and \$296 thousand, respectively, and repayments amounted to \$34 thousand and \$26 thousand, respectively. The aggregate amount of deposits from related parties was \$39.9 million and \$27.3 million as of December 31, 2024 and 2023, respectively.

The Bank retained entities that are affiliated with John J. Donnelly IV, a director of the Bank, to perform certain construction loan inspection services. The total amount paid by the Bank for such services amounted to fees of \$9 thousand and \$14 thousand for the years ended December 31, 2024 and 2023, respectively. The terms of the services provided were substantially equivalent to that which would have been obtained from unaffiliated parties.

MATTER NO. 2

PROPOSAL TO CONSIDER AND VOTE ON THE 1ST COLONIAL BANCORP, INC. 2025 EQUITY INCENTIVE PLAN

Background

The Board of Directors (“Board”) believes that 1st Colonial Bancorp’s stock compensation plans constitute an important part of its compensation programs and, accordingly, it has adopted the new 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan (the “2025 Equity Plan”), which is subject to shareholder approval.

The Board approved the 2025 Equity Plan for the purpose of enabling 1st Colonial Bancorp to continue to recruit and retain highly qualified personnel, to provide those personnel with an incentive for productivity, and to provide those personnel with an opportunity to share in the growth and value of 1st Colonial Bancorp. Upon the approval of the 2025 Equity Plan by the shareholders, the 2020 Equity Plan will terminate and no options or other awards will be able to be made under the 2020 Plan. Accordingly, the Board has reserved 500,000 shares of our common stock for issuance upon the grant or exercise of awards pursuant to the 2025 Equity Plan. The Board believes that the shares authorized by the 2025 Equity Plan are needed to ensure the continued availability of equity-based compensation.

The 2025 Equity Plan is designed to improve the performance of 1st Colonial Bancorp and its subsidiaries and, by doing so, to serve the interests of the shareholders. By continuing to encourage ownership of 1st Colonial Bancorp shares among those who play significant roles in our success, implementation of the 2025 Equity Plan will continue to align the interests of 1st Colonial Bancorp’s selected key employees and directors with those of our shareholders by allowing both to benefit from increases in the value of common stock. Moreover, adoption of the 2025 Equity Plan should have a positive effect on our ability to attract, motivate, and retain employees and directors of outstanding leadership and management ability.

If the 2025 Equity Plan is not approved by our shareholders, it will not be adopted and we will continue to operate under the 2020 Plan until it expires or no longer has shares available for issuance. In the event the 2025 Equity Plan is not approved and the 2020 Plan expires or no longer has shares available for issuance, we believe that higher cash compensation may be required to attract and retain key employees and other individuals.

A summary of the 2025 Equity Plan is set forth below and is qualified in its entirety by reference to the full text of the 2025 Equity Plan, a copy of which is attached to this proxy statement as Appendix A.

General Information

The Board of 1st Colonial Bancorp adopted the 2025 Equity Plan on March 26, 2025. The 2025 Equity Plan authorizes us to award options to purchase shares of 1st Colonial Bancorp common stock to selected key employees and directors of 1st Colonial Bancorp or certain subsidiary companies. These options are either (i) incentive stock options (options qualified under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”)) (available only to employees), which we refer to as “ISOs,” or (ii) nonqualified stock options (options not qualified under Code Section 422), which we refer to as “NQSOs.” The 2025 Equity Plan also authorizes us to award restricted shares of 1st Colonial Bancorp common stock as well as restricted stock

units representing the value of a share of 1st Colonial Bancorp common stock to selected key employees and directors of 1st Colonial Bancorp or certain subsidiary companies.

By granting these awards to key employees and directors, the 2025 Equity Plan is designed to further our success by making shares of our common stock available to these key employees and directors, thereby providing an additional incentive to them to continue their relationship with 1st Colonial Bancorp or the subsidiary, and to give these employees and directors a greater interest in our success.

An aggregate of 500,000 authorized shares of common stock (approximately 10.5% of 1st Colonial Bancorp's presently outstanding shares of common stock) have been reserved for issuance under the 2025 Equity Plan. Shares of common stock that are attributable to awards that are forfeited or otherwise terminate, may be re-granted under a new award.

The 2025 Equity Plan provides that no more than 25,000 shares of common stock can be awarded to an employee for any calendar year, and also provides that awards to an individual director are limited to 6,000 shares of common stock to a director for any calendar year.

The number of shares reserved for issuance under the 2025 Equity Plan and the limitations described above are subject to adjustment in the case of certain events affecting the common stock. (See "Amendment, Suspension, or Termination of the Plan; Adjustment.")

The 2025 Equity Plan is not subject to the Employee Retirement Income Security Act of 1974 and is not qualified under Code Section 401(a), which relates to qualification of certain pension, profit-sharing and stock bonus plans.

Administration of the Employee Plan

The 1st Colonial Bancorp Compensation Committee will be authorized to administer and interpret the 2025 Equity Plan. The committee members will serve at the discretion of the Board and are each required to be "outside" directors within the meaning of the Code.

The Compensation Committee has sole discretionary authority (a) to determine the individuals to receive grants of awards, the times when awards shall be granted, the number of shares to be subject to each award, the vesting period and conditions for an award, and with respect to stock options, the option exercise price, the option period, the time or times when each option shall be exercisable and whether an option is to be an NQSO or an ISO; (b) to interpret the 2025 Equity Plan; (c) to prescribe, amend and rescind rules and regulations relating to the 2025 Equity Plan; (d) to determine the terms and provisions (and amendments of the terms and provisions) of any agreements to be entered into between 1st Colonial Bancorp and each individual granted an award under the 2025 Equity Plan (which agreements need not be identical), including such terms and provisions as are required in the committee's judgment to conform to any change in any applicable law or regulation; and (e) to make all other determinations the committee deems necessary or advisable for the 2025 Equity Plan's administration.

The source of the shares issued pursuant to the 2025 Equity Plan will be authorized but unissued shares of common stock or treasury shares (previously issued shares that have been reacquired by 1st Colonial Bancorp).

Participants

Only executive officers and key employees (as determined by the Compensation Committee) and directors of 1st Colonial Bancorp or a subsidiary of 1st Colonial Bancorp are eligible to receive awards under the 2025 Equity Plan. 1st Colonial Bancorp currently does not have any employees, and its only subsidiary is

the Bank. In designating key employees and in recommending to the Board the number of shares of common stock to be covered by each award to an employee, the compensation committee must take into account, among other things, the level of responsibility of the employee.

Exercise of Options

The exercise price for options granted under the 2025 Equity Plan will not be less than 100% of the fair market value of our common stock on the date the option is granted (or 110% in the case of ISOs granted to a 10% or greater shareholder). The fair market value of our common stock will be determined by the compensation committee in accordance with the terms of the 2025 Equity Plan.

Options granted under the 2025 Equity Plan generally may be exercised for up to 10 years after the date of grant (five years in the case of ISOs granted to a 10% or greater shareholder).

An optionee may pay the exercise price of an option in cash or by surrendering shares of common stock with a value equal to such exercise price, subject to certain limitations with respect to payment with shares acquired through the exercise of ISOs. An optionee may also execute a “cashless exercise” of an option, whereby the option is exercised and the acquired common stock (or a portion thereof) is sold through a third party to minimize or eliminate the need of the participant to utilize cash to effect the exercise of the option.

Limitations on Grants

The aggregate fair market value (determined at the time the option is granted) of the shares of common stock with respect to which ISOs are exercisable for the first time by an optionee during any calendar year may not exceed \$100,000. No employee may receive option grants in excess of 25,000 shares under the 2025 Equity Plan during any calendar year, and no director may receive option grants in excess of 6,000 shares under the 2025 Equity Plan during any calendar year.

Restrictions on Transfer

Options are not assignable or transferable other than by will or the laws of descent and distribution and during the optionee’s lifetime are exercisable only by the holder or his or her duly appointed legal representative.

Vesting

Under the 2025 Equity Plan, the Compensation Committee will impose vesting conditions on the exercisability of options. In general, an option will vest and become exercisable on the date or dates set forth in the option agreement; provided, however, that no option can be exercisable until the optionee has completed at least one full year of continuous employment or service as a director following the date of grant, with 1st Colonial Bancorp or a 50% or greater owned subsidiary, unless a change in control (as defined in the 2025 Equity Plan) occurs. If a change in control occurs, each outstanding option issued under the 2025 Equity Plan will immediately become exercisable. A change in control will be deemed to have occurred upon, among other events, shareholder approval of the acquisition of 1st Colonial Bancorp (or all or substantially all of its assets).

Termination of Employment or Service as a Director

An optionee may exercise a vested option only during its term and only during the holder’s employment or service as director, except as provided below. In the event of an optionee’s termination of employment or service as director:

- by reason of retirement (on or after reaching age 70), involuntary termination other than for cause, death, or disability (as such terms are defined in the 2025 Equity Plan), a vested option may be exercised until the earlier of its expiration or a date which is three months following termination of employment or service as a director; and
- in all other cases, a vested option will expire on the date of termination of employment or service as a director, unless the compensation committee permits the optionee to exercise such options until the earlier of the expiration of the term of the option or up to three months after the termination of employment.

Restricted Stock and Restricted Stock Unit Awards

The compensation committee may award restricted common stock and restricted stock units. Restricted stock awards consist of shares of stock that are transferred to the participant subject to restrictions that may result in forfeiture if specified conditions and/or performance criteria are not satisfied. A restricted stock unit is an award that is valued by reference to a share (or multiple or partial shares), which value may be paid to the participant in shares or cash as determined by the compensation committee in its sole discretion upon the satisfaction of vesting restrictions, which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the compensation committee may deem appropriate. The compensation committee will determine the restrictions and conditions applicable to each award of restricted stock or restricted stock units.

Amendment, Suspension, or Termination of the Plan; Adjustment

The Board may terminate, amend, modify or suspend the 2025 Equity Plan at any time and from time to time to ensure that options granted under the plan conform to any changes in the law or for any other reason the Board determines to be in the best interest of 1st Colonial Bancorp. Modifications or amendments to the 2025 Equity Plan are not required to be approved by 1st Colonial Bancorp's shareholders, except to the extent required by state or Federal law. No termination, modification or amendment of the 2025 Equity Plan, without the consent of the participant to whom an option has previously been granted, may adversely affect that participant's rights under the option. Unless terminated earlier by the Board, the 2025 Equity Plan will terminate, and no additional options will thereafter be granted, on the tenth anniversary of the plan's effective date (i.e., May 14, 2035).

In the event of any change in our common stock by reason of any stock dividend, stock split, reverse stock split, recapitalization, combination or exchange of shares, merger, consolidation or similar action, appropriate adjustment will be made to (i) the number of shares of common stock authorized to be awarded under the 2025 Equity Plan, (ii) the number of shares into which outstanding options may be converted upon exercise or which are covered by an award of restricted stock or restricted stock units, (iii) the exercise price of outstanding options, (iv) the maximum number of options that may be granted to any one person within a calendar year, and (v) such other terms as are appropriate under the circumstances. In addition, the Board may make similar changes to outstanding options in other circumstances where such changes are deemed equitable under such circumstances.

New Plan Benefits

All awards under the 2025 Equity Plan are subject to the discretion of the compensation committee and the Board. No determinations have been made as of the date of this proxy statement as to any awards that we may be grant under the 2025 Equity Plan. It is not possible to determine the benefits that participants will receive in the future under the 2025 Equity Plan or the benefits that such participants would have received if the 2025 Equity Plan had been in effect in the year ended December 31, 2024.

Certain United States Federal Income Tax Consequences

The following is a brief summary of the principal United States Federal income tax consequences of transactions under the 2025 Equity Plan, based on current law. This summary is not intended to be exhaustive with respect to all potential Federal income tax consequences that may affect a particular person. In addition, this summary does not constitute tax advice, and, among other things, does not discuss state, local or foreign income tax consequences, nor does it address estate or gift tax consequences, relating to the 2025 Equity Plan's operation.

Nonqualified Stock Options. A participant does not recognize taxable income upon the grant of an NQSO under the 2020 Equity Plan. Upon the exercise of an NQSO, the participant will recognize ordinary compensation income in an amount equal to the excess, if any, of the fair market value of the shares of common stock exercised over the aggregate option exercise price (the "Spread"). The Spread is generally deductible by 1st Colonial Bancorp for Federal income tax purposes. The participant's tax basis in shares of common stock acquired by exercise of an NQSO will be equal to the exercise price plus the amount taxable as ordinary income.

Upon a sale of the shares of common stock received by a participant through exercise of an NQSO, any gain or loss will generally be treated for Federal income tax purposes as long-term or short-term capital gain or loss, depending upon the holding period of such stock. In general, the participant's holding period for shares acquired pursuant to the exercise of an NQSO begins on the date of exercise of such option.

Incentive Stock Options. No taxable income is realized by a 2025 Equity Plan participant upon the grant or exercise of an ISO. If shares of common stock are issued to a participant pursuant to the exercise of an ISO and if no disqualifying disposition of such shares is made by the participant within two years after the date of grant or within one year after the receipt of such shares by the participant, then (a) upon the sale of such shares, any amount realized in excess of the option exercise price will normally be taxed to the participant as a long-term capital gain and (b) no deduction will be allowed to 1st Colonial Bancorp. Additionally, the Spread attributable to the exercise of an ISO will give rise to an item of tax preference in the year of exercise that may result in alternative minimum tax liability for the participant.

If shares of common stock acquired upon the exercise of an ISO are disposed of prior to the expiration of either holding period described above, such disposition would likely be a "disqualifying disposition," and generally (a) the participant will realize ordinary income in the year of disposition in an amount equal to the excess, if any, of the fair market value of the shares on the date of exercise (or, if less, the amount realized on the disposition of the shares) over the option exercise price thereof, and (b) 1st Colonial Bancorp will be entitled to deduct such amount. Any other gain realized by the participant on such disposition will be taxed as short-term or long-term capital gain, and will not result in any deduction to 1st Colonial Bancorp.

Restricted Stock and Restricted Stock Units. Generally, when a restricted stock unit or a share of restricted stock is granted, no income will be recognized by the participant. Upon the payment to the participant of common shares in respect of restricted share units or the release of restrictions on restricted stock, the participant generally recognizes ordinary compensation income equal to the fair market value of the shares as of the date of delivery or release. We generally are entitled to a deduction equal to the compensation income recognized by the participant.

Tax Withholding on Awards. As a condition of the exercise of an option, 1st Colonial Bancorp will require that appropriate provision be made for any required tax withholdings. In general, (i) NQSOs will be subject to Federal income and employment tax withholding upon exercise, and (ii) while not presently subject to Federal withholding tax, ISOs may in the future be subject to federal employment tax withholding upon exercise. (In addition, each option may also be subject to state and local tax withholding at various times.) In

general, restricted stock and restricted stock units are subject to Federal income and employment tax withholding upon vesting and settlement.

Required Vote

The affirmative vote of a majority of the votes cast at the Annual Meeting by the holders of common stock entitled to vote is required to approve the 2025 Equity Plan. Abstentions and broker non-votes, although counted for the purpose of determining whether a quorum is present at the annual meeting, will not constitute or be counted as “votes” cast, so they will have no effect on the approval of Matter No. 2. All signed proxies we receive will be voted “FOR” approval of the 2025 Equity Plan, except for any proxy specifically marked to the contrary by a shareholder.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE APPROVAL OF THE 2025 EQUITY PLAN.

MATTER NO. 3

RATIFICATION OF THE APPOINTMENT OF INDEPENDENT AUDITORS

The Audit Committee of the Board of Directors has appointed Crowe LLP as independent auditors of 1st Colonial Bancorp for the year ending December 31, 2025 and has further directed that the appointment of such auditors be submitted for ratification by the shareholders at the annual meeting.

We are seeking shareholder ratification of the Audit Committee’s selection of our independent auditors even though we are not legally required to do so. If our shareholders ratify the Audit Committee’s selection, we may, in our discretion, retain another independent auditing firm at any time during the year if the Audit Committee feels that such change would be in the best interest of 1st Colonial Bancorp. Alternatively, in the event that this proposal is not approved by our shareholders, the Audit Committee may re-evaluate its decision to appoint Crowe LLP as independent auditors, but is not required to do so.

Crowe LLP served as the independent auditors of 1st Colonial Bancorp for the years ended December 31, 2024 and 2023. A representative of Crowe LLP will attend the annual meeting, will be extended an opportunity to make a statement, if he or she so desires, and will be available to respond to appropriate questions.

Audit and All Other Fees

The following table presents fees for professional services rendered by Crowe LLP and KPMG LLP for the fiscal years ended December 31, 2024 and 2023, respectively. For the fiscal years ended December 31, 2024 and 2023, Crowe LLP performed the audit of our annual financial statements and the audit of the Bank required under the U.S. Department of Housing and Urban Development’s (HUD) uniform financial reporting standards. For the fiscal years ended December 31, 2024 and 2023, KPMG LLP performed all services related to the preparation of the consolidated tax returns and guidance on tax provision.

	<u>2024</u>	<u>2023</u>
Audit fees (a).....	\$ 158,875	\$ 171,000
Audit-related fees (b).....	18,450	17,000
Tax fees (c).....	<u>40,915</u>	<u>88,850</u>
Total.....	<u>\$ 276,850</u>	<u>\$ 276,850</u>

- (a) Fees for 2024 and 2023 consist of fees for the audit of 1st Colonial Bancorp’s annual consolidated financial statements, and services normally provided in connection with statutory and regulatory filings or engagements for those fiscal years.

- (b) These fees were for services rendered in connection with audit of the Bank required under the U.S. Department of Housing and Urban Development's (HUD) uniform financial reporting standards.
- (c) These services involved the preparation of the 1st Colonial Bancorp's consolidated tax returns and guidance on tax accruals. The 2023 period included additional work related to Employee Retention Credit Services.

No fees were billed by Crowe LLP and KPMG LLP during 1st Colonial Bancorp's 2024 or 2023 fiscal years for any other services rendered to 1st Colonial Bancorp other than the amounts set forth above.

Audit Committee Pre-Approval Policies and Procedures

All auditing services (which may entail providing comfort letters in connection with securities underwritings) and all non-audit services to be provided to 1st Colonial Bancorp by its auditors that are not prohibited by law must be pre-approved by 1st Colonial Bancorp's Audit Committee pursuant to such processes as are determined to be advisable, before such services can commence. Pre-approval shall include blanket pre-approval of non-prohibited services for limited dollar amounts which the Audit Committee, in its business judgment, does not believe possess the potential for abuse or conflict.

This pre-approval requirement is not applicable with respect to the provision of non-audit services if:

- the aggregate amount of all such non-audit services provided to 1st Colonial Bancorp constitutes not more than five percent of the total amount of revenues paid by 1st Colonial Bancorp to its auditor during the fiscal year in which the non-audit services are provided;
- such services were not recognized by 1st Colonial Bancorp at the time of the engagement to be non-audit services; and
- such services are promptly brought to the attention of the Audit Committee and approved prior to the completion of the audit by the Audit Committee or by one or more members of the Audit Committee to whom authority to grant such approvals has been delegated by the Audit Committee.

The Audit Committee may delegate to one or more designated members of that committee the authority to grant required pre-approvals. The decisions of any member to whom authority is delegated under this paragraph to pre-approve an activity under this subsection shall be presented to the full committee at its next scheduled meeting.

All services performed by Crowe LLP and KPMG LLP in 2024 and 2023, respectively, were pre-approved in accordance with the pre-approval policy. There were no waivers by the Audit Committee of the pre-approval requirement for permissible non-audit services in 2024 or 2023.

Ratification Requirements

The affirmative vote of a majority of the votes cast at the annual meeting, assuming a quorum is present, is required to ratify the Audit Committee's appointment of Crowe LLP as independent auditors of 1st Colonial Bancorp for the year ending December 31, 2025. Abstentions, although counted for the purpose of determining whether a quorum is present at the meeting, will not constitute or be counted as "votes" cast, so they will have no effect on the approval of this matter.

Recommendation

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR THE RATIFICATION OF THE APPOINTMENT OF CROWE LLP AS INDEPENDENT AUDITORS FOR THE YEAR ENDING DECEMBER 31, 2025.

ANNUAL REPORT

Under the Pennsylvania Business Corporation Law, 1st Colonial Bancorp is required to furnish to its shareholders annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. These financial statements are contained in our annual report for the year ended December 31, 2024, which accompanies this proxy statement. The annual report is furnished to you for your information and as required by law. No part of the annual report is incorporated by reference in this document.

SHAREHOLDER PROPOSALS AND NOMINATIONS FOR 2026 ANNUAL MEETING

1st Colonial Bancorp's year 2025 annual meeting of shareholders will be held on or about May 13, 2026.

Any shareholder of 1st Colonial Bancorp who desires to submit a proposal to be considered for inclusion in 1st Colonial Bancorp's proxy materials relating to its 2026 annual meeting of shareholders must submit such proposal so that we receive it on or before December 9, 2025. In accordance with our bylaws, to be considered for presentation at the 2026 annual meeting of shareholders, but not for inclusion in the proxy statement, proposals must be received at least 90 days prior to the annual meeting. All such proposals must be in writing delivered or mailed by first-class United States mail, postage prepaid, addressed to 1st Colonial Bancorp, Inc. at 1000 Atrium Way, Suite 200, Mount Laurel, NJ 08054 (Attention: Corporate Secretary).

Nominations for election to the Board of Directors ("Board") may be made by any shareholder entitled to vote for the election of directors. Nominations for director made by shareholders (other than the members of the Board) must be made in writing and delivered to us not less than 90 days prior to the date of the annual meeting. Each notice of nomination made by a shareholder should set forth (i) the name, age, business address and, if known, residence address of each nominee proposed in the notice, (ii) the principal occupation or employment of each nominee, and (iii) the number of shares of capital stock of 1st Colonial Bancorp that are beneficially owned by each nominee. Our articles of incorporation provide that in order to qualify for election as a director of 1st Colonial, a person must have been a shareholder of record of 1st Colonial for at least three years. We are not required to include nominations made by our shareholders in our proxy statement. However, if any such nomination is properly made, ballots bearing the name of such nominee or nominees will be provided for use by shareholders at the annual meeting.

Shareholders may also recommend qualified persons for consideration by the Board to be included in 1st Colonial Bancorp's proxy materials as a nominee of the Board. Shareholders making a recommendation must submit the same information as that required to be included by 1st Colonial Bancorp in our proxy statement with respect to nominees of the Board. The shareholder recommendation should be submitted in writing, addressed to 1st Colonial Bancorp at 1000 Atrium Way, Suite 200, Mount Laurel, NJ 08054 (Attention: Corporate Secretary), on or before December 1, 2025.

SHAREHOLDER COMMUNICATIONS

Shareholders and other interested parties who desire to communicate directly with 1st Colonial Bancorp's Board of Directors or the independent, non-management directors should submit communications in writing addressed to the Audit Committee Chairman, 1st Colonial Bancorp, Inc. at 1000 Atrium Way, Suite 200, Mount Laurel, NJ 08054.

Shareholders, employees and other interested parties who desire to express a concern relating to accounting or auditing matters should communicate directly with 1st Colonial Bancorp's Board of Directors or the independent, non-management directors should submit communications in writing addressed to the Audit Committee Chair, 1st Colonial Bancorp, Inc. at 1000 Atrium Way, Suite 200, Mount Laurel, NJ 08054.

OTHER MATTERS

Management knows of no business that may properly come before the meeting other than those matters described above. Should any other matters arise, the persons named on the enclosed proxy will vote thereon in accordance with their best judgment.

BY ORDER OF THE BOARD OF DIRECTORS

A handwritten signature in black ink, appearing to read "Mary Kay Shea", with a long horizontal flourish extending to the right.

Mary Kay Shea, Secretary

Appendix A

1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan

Article 1. PURPOSE OF THE PLAN

1.1 Purpose – The 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan (the “Plan”) is intended to provide executive officers, key employees and directors of 1st Colonial Bancorp, Inc. (the “Corporation”) and its Subsidiaries an opportunity to acquire Common Stock of the Corporation. The Plan is designed to help the Corporation and its Subsidiaries attract, retain and motivate these individuals to make substantial contributions to the success of their businesses.

Article 2. DEFINITIONS

2.1 “Agreement” means the written instrument evidencing the grant of an Award. A Participant may be issued one or more Agreements from time to time, reflecting one or more Awards.

2.2 “Award” means a grant of Options, Restricted Stock or Restricted Stock Units pursuant to the provisions of the Plan.

2.3 “Bank” means 1st Colonial Community Bank.

2.4 “Board” means the Board of Directors of the Corporation.

2.5 “Cause” means, unless the applicable Agreement provides otherwise, a felony conviction of a Participant or the failure of a Participant to contest prosecution for a felony, or a Participant’s willful misconduct or dishonesty, any of which is directly and materially harmful to the business or reputation of the Corporation, or if the Employee or Director is a party to an employment or service agreement with the Corporation or its Subsidiaries and such agreement provides for a definition of Cause, the definition contained therein.

2.6 “Change in Control” shall be deemed to have occurred upon the happening of any of the following:

(a) any “Person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act (except for (1) the Corporation or any Subsidiary, or (2) any of the Corporation’s or Subsidiary’s employee benefit plans (or any trust forming a part thereof) (the “Benefit Plan(s)”) is or becomes the beneficial owner, directly or indirectly, of the Corporation’s securities representing 30% or more of the combined voting power of the Corporation’s then outstanding securities, other than pursuant to an excepted transaction described in Clause (iii) below;

(b) completion, in one or a series of related transactions, of a sale, exchange, transfer or other disposition of substantially all of the assets of the Corporation to another entity, except to an entity controlled directly or indirectly by the Corporation;

(c) consummation of a merger, consolidation, share exchange, division or other reorganization of or relating to the Corporation that requires approval of the Corporation’s shareholders, unless:

(i) the shareholders of the Corporation immediately before such merger, consolidation, share exchange, division or reorganization, own, directly or indirectly immediately following such merger, consolidation, share exchange, division or reorganization at least 66 2/3% of the combined voting power of the outstanding voting securities of the Corporation resulting from such merger, consolidation, share exchange, division or reorganization (the “Surviving Corporation”) in substantially the same proportion as their ownership of the voting securities immediately before such merger, consolidation, share exchange, division or reorganization; and

(ii) the individuals who, immediately before such merger, consolidation, share exchange, division, or reorganization, are members of the Board (the “Incumbent Board”), continue to constitute at least 66 2/3% of the Board of Directors of the Surviving Corporation; provided, however, that if the election, or nomination for election by the Corporation’s shareholders of any new director was approved by a vote of at least 66 2/3% of the Incumbent Board, such new director shall, for the purposes hereof, be considered a member of the Incumbent Board; provided further, however, that no individual shall be considered a member of the Incumbent Board if such individual initially assumed office as a result of either an actual or threatened “Election Contest” (as described in Rule 14a 11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board (a “Proxy Contest”) including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; and

(iii) no Person (except (1) the Corporation or any Subsidiary, (2) any Benefit Plan, (3) the Surviving Corporation or any subsidiary of the Surviving Corporation, or (4) any Person who, immediately prior to such merger, consolidation, share exchange, division or reorganization had beneficial ownership of 30% or more of the then outstanding voting securities of the Corporation) has beneficial ownership of 30% or more of the combined voting power of the Surviving Corporation’s then outstanding voting securities immediately following such merger, consolidation, share exchange, division, or reorganization;

(d) a plan of liquidation or dissolution of the Corporation, other than pursuant to bankruptcy or insolvency laws, is adopted; or

(e) during any period of two consecutive years, individuals, who, at the beginning of such period, constituted the Board cease for any reason to constitute at least a majority of the Board, unless the election, or the nomination for election by the Corporation’s shareholders, of each new director was approved by a vote of at least 66 2/3% of the directors then still in office who were directors at the beginning of the period; provided, however, that no individual shall be considered a member of the Board at the beginning of such period if such individual initially assumed office as a result of either an actual or threatened Election Contest or Proxy Contest, including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred if a Person becomes the beneficial owner, directly or indirectly, of securities representing 30% or more of the combined voting power of the Corporation’s then outstanding securities solely as a result of an acquisition by the Corporation of its voting securities which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person; provided, however, that if a Person becomes a beneficial owner of 30% or more of the combined voting power of the Corporation’s then outstanding securities by reason of share repurchases by the Corporation and thereafter becomes the beneficial owner, directly or indirectly, of any additional voting securities of the Corporation (other than pursuant to a stock split, stock dividend, or similar transaction), then a Change in Control shall be deemed to have occurred with respect to such Person under Clause (i).

Further notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation within the meaning of Code Section 409A and the regulations thereunder.

2.7 “Code” means the Internal Revenue Code of 1986, as amended.

2.8 “Committee” means the Committee that the Board appoints to administer the Plan.

2.9 “Common Stock” means the common stock of the Corporation (no par value), as described in the Corporation’s Articles of Incorporation, or such other stock as shall be substituted therefor.

2.10 “Corporation” means 1st Colonial Bancorp, Inc., a Pennsylvania corporation.

2.11 “Director” means any director of the Corporation or the Bank who is not also, at the time of a grant, a common law employee of the Corporation or a Subsidiary.

2.12 “Disability” means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve months.

2.13 “Employee” means any common law employee of the Corporation or a Subsidiary. An Employee does not include any individual who: (i) does not receive payment for services directly from the Corporation’s or a Subsidiary’s payroll; (ii) is employed by an employment agency that is not a Subsidiary; or (iii) who renders services pursuant to a written arrangement that expressly provides that the service provider is not eligible for participation in the Plan, regardless if such person is later determined by the Internal Revenue Service or a court of competent jurisdiction to be a common law employee.

2.14 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

2.15 “Fair Market Value” means:

(a) During such time as Common Stock is not listed on an established stock exchange or exchanges but is listed in the NASDAQ National Market System, the fair market value per share shall be the closing sale price for the Common Stock on the day the Option is granted. If no sale of Common Stock has occurred on that day, the fair market value shall be determined by reference to such price for the next preceding day on which a sale occurred.

(b) During such time as the Common Stock is not listed on an established stock exchange or in the NASDAQ National Market System, fair market value per share shall be the mean between the closing dealer “bid” and “asked” prices for the Common Stock for the day of the grant, and if no “bid” and “asked” prices are quoted for the day of the grant, the fair market value shall be determined by reference to such prices on the next preceding day on which such prices were quoted.

(c) If the Common Stock is listed on an established stock exchange, the fair market value shall be deemed to be the closing price of Common Stock on such stock exchange on the day the Option is granted or, if no sale of Common Stock has been made on such stock exchange on that day, the fair market value shall be determined by reference to such price for the next preceding day on which a sale occurred.

(d) In the event that the Common Stock is not traded on an established stock exchange or in the NASDAQ National Market System, and no closing dealer “bid” and “asked” prices are available on the date of a grant (or within a reasonable period of time preceding the grant date), then fair market value will be the price determined by a reasonable application of a reasonable valuation method established by the Committee in good faith.

2.16 “Incentive Stock Option” means a Stock Option intended to satisfy the requirements of Code Section 422(b).

2.17 “Nonqualified Stock Option” means a Stock Option other than an Incentive Stock Option.

2.18 “Optionee” means a Participant who is awarded a Stock Option pursuant to the provisions of the Plan.

2.19 “Participant” means an Employee or Director selected by the Committee to receive an Award under the Plan.

2.20 “Plan” means this 1st Colonial Bancorp, Inc. 2025 Equity Incentive Plan.

2.21 “Restricted Stock” means an Award of shares of Stock that is subject to restrictions pursuant to Section 8.

2.22 “Restricted Stock Unit” means an Award that is subject to the provisions Section 9.

2.23 “Retirement” means the voluntary termination of employment or service upon or following the attainment of age 70.

2.24 “Stock Option” or “Option” means an award of a right to purchase Common Stock pursuant to the provisions of the Plan.

2.25 “Subsidiary” means any corporation that qualifies as a “subsidiary corporation” of the Corporation under Code Section 424(f).

Article 3. ADMINISTRATION OF THE PLAN

3.1 The Committee – The Plan shall be administered by a committee of the Board (the “Committee”) composed of two or more members of the Board, all of whom are non-employee directors, and all of whom satisfy any other requirement of applicable law. The Board may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, however caused, shall be filled by the Board.

3.2 Powers of the Committee –

(a) The Committee shall be vested with full authority to make such rules and regulations as it deems necessary or desirable to administer the Plan and to interpret the provisions of the Plan, unless otherwise determined by a majority of the disinterested members of the Board. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration, or application of the Plan shall be final, conclusive and binding upon all Participants and any person claiming under or through a Participant, unless otherwise determined by a majority of the disinterested members of the Board.

(b) Subject to the terms, provisions, and conditions of the Plan, the Committee shall have exclusive jurisdiction to:

(i) determine and select, based upon the recommendation of the Corporation's Chief Executive Officer (except as to herself or himself), the Participants to be granted an Award (it being understood that more than one Award may be granted to the same person);

(ii) determine the number of shares subject to each Award;

(iii) determine the date or dates when the Award will be granted;

(iv) determine the purchase price of the shares subject to each Option in accordance with Article 5 of the Plan;

(v) determine the date or dates when each Option may be exercised within the term of the Option specified pursuant to Article 7 of the Plan;

(vi) determine whether or not an Option constitutes an Incentive Stock Option;

(vii) prescribe the form, which shall be consistent with the Plan, of the Agreement evidencing any Award granted under the Plan;

(viii) to construe and interpret the Plan and apply its provisions;

(ix) to promulgate, amend, and rescind rules and regulations relating to the administration of the Plan;

(x) to authorize any person to execute, on behalf of the Corporation, any instrument required to carry out the purposes of the Plan;

(xi) to make decisions with respect to outstanding Awards that may become necessary upon a change in corporate control or an event that triggers anti-dilution adjustments;

(xii) to interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; and

(xiii) to exercise discretion to make any and all other determinations which it determines to be necessary or advisable for the administration of the Plan.

3.3 Terms – The grant of an Award under the Plan shall be evidenced by an Agreement and may include any terms and conditions, consistent with this Plan, as the Committee may determine.

3.4 Liability – No member of the Board or the Committee shall be liable for any action or determination made in good faith by the Board or the Committee with respect to this Plan or any Awards granted under this Plan.

Article 4. COMMON STOCK SUBJECT TO THE PLAN

4.1 Common Stock Authorized – The initial total aggregate number of shares of Common Stock for which Awards may be granted under the Plan shall not exceed 500,000 shares, all of which may be issued in respect to Incentive Stock Options. The limitation established by this Section shall be subject to adjustment as set forth in Article 9 below.

4.2 Limitations.

(a) Limitation on Grants to Employees – Grants to any Employee under this Plan, during any calendar year, shall not exceed in the aggregate Awards with respect to 25,000 shares of Common Stock. Such limitation shall be subject to adjustment in the manner described in Article 10.

(b) Limitation on Grants to Directors – Grants to any Director under this Plan, during any calendar year, shall not exceed in the aggregate Awards with respect to 6,000 shares of Common Stock. Such limitation shall be subject to adjustment in the manner described in Article 10.

4.3 Shares Available – The Common Stock to be issued pursuant to Awards granted under the Plan shall be the Common Stock made available, at the discretion of the Board, either from authorized but unissued Common Stock or from Common Stock acquired by the Corporation, including shares purchased in the open market. In the event that any outstanding Award under the Plan for any reason expires or is forfeited or terminated (or Option expires without exercise), the shares of Common Stock allocable to such Award may thereafter be re granted subject to an Award under the Plan.

Article 5. STOCK OPTIONS

5.1 Exercise Price – The exercise price of Common Stock shall be 100 percent of the Fair Market Value of one share of Common Stock on the date the Option is granted, except that the purchase price per share shall be 110 percent of such Fair Market Value in the case of an Incentive Stock Option granted to any individual described in Section 5.2(b) of the Plan. The exercise price shall be subject to adjustment as provided in Article 10 of the Plan.

5.2 Limitation on Incentive Stock Options –

(a) The aggregate Fair Market Value (determined as of the date an Option is granted) of the stock with respect to which Incentive Stock Options are exercisable for the first time by any individual in any calendar year (under the Plan and all other plans maintained by the Corporation and its Subsidiaries) shall not exceed \$100,000.

(b) Notwithstanding any other provision of the Plan, an individual who owns more than 10 percent of the total combined voting power of all classes of outstanding stock of the Corporation or of a Subsidiary shall not be eligible for the grant of an Incentive Stock Option, unless the special requirements set forth in Sections 5.1 and 6.1 of the Plan are satisfied. For purposes of this Section 5.2(b), in determining stock ownership, an individual shall be considered as owning the stock owned, directly or indirectly, by or for his or her brothers and sisters (whether by the whole or half-blood), spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be considered as being owned proportionately by or for its shareholders, partners or beneficiaries. “Outstanding stock” shall include all stock actually issued and outstanding immediately before the grant of the Option. “Outstanding stock” shall not include shares authorized for issue under outstanding stock options held by the Optionee or by any other person pursuant to this Plan or otherwise.

(c) Only Employees are eligible to be granted Incentive Stock Options.

5.3 Transferability of Options – Unless otherwise designated by the Committee to the contrary, each Option granted under the Plan shall by its terms be nontransferable by the Optionee (except by will or the laws of descent and distribution), and each Option shall be exercisable during the Optionee’s lifetime only by the Optionee, his or her guardian or legal representative or by such other means as the Committee may approve from time to time, provided that, if the Corporation is at the time of such approval subject to the

provisions of either Section 16(b) of the Exchange Act or Rule 16b 3 thereunder, as either may be amended from time to time (or any law, rule, regulation or other provision that may hereafter replace such Section or Rule), such means is not inconsistent with or contrary to such Section or Rule or replacement thereof. An Optionee may also designate a beneficiary to exercise his or her Options after the Optionee's death.

Article 6. TERM AND EXERCISE OF OPTIONS

6.1 Termination. Each Option granted under the Plan shall terminate on the date determined by the Committee, and specified in the Agreement; provided, however, that (i) each intended Incentive Stock Option granted to an individual described in Section 5.2(b) of the Plan shall terminate not later than five years after the date of the grant, (ii) each other intended Incentive Stock Option shall terminate not later than ten years after the date of grant, and (iii) each Option granted under the Plan which is intended to be a Nonqualified Stock Option shall terminate not later than ten years after the date of grant. Each Option granted under the Plan shall become exercisable only after the earlier of (i) the date or dates specified in the Agreement; provided, however, that no Option shall become exercisable, in whole or in part, before the Optionee completes at least one year of continuous employment or service with the Corporation and/or a Subsidiary immediately following the grant of the Option, or (ii) the occurrence of a Change in Control. The Committee at its discretion may (i) provide further limitations on the exercisability of Options granted under the Plan or (ii) upon the termination of an Optionee's employment or service, provide for the accelerated vesting of all or some of the unvested Options then held by such Optionee. An Option may be exercised only during the continuance of the Optionee's employment or service, except as provided in Article 7.

6.2 Exercise –

(a) A person electing to exercise an Option shall give written notice to the Corporation of such election and of the number of shares he or she has elected to purchase, in such form as the Committee shall have prescribed or approved, and shall at the time of exercise tender the full purchase price of the shares he or she has elected to purchase. The Option Exercise Price of Common Stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (a) in cash or by certified or bank check at the time the Option is exercised or (b) in the discretion of the Committee, upon such terms as the Committee shall approve, the Option Exercise Price may be paid: (i) by delivery to the Company of other Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the Option Exercise Price (or portion thereof) due for the number of shares being acquired, or by means of attestation whereby the Participant identifies for delivery specific shares of Common Stock that have an aggregate Fair Market Value on the date of attestation equal to the Option Exercise Price (or portion thereof) and receives a number of shares of Common Stock equal to the difference between the number of shares thereby purchased and the number of identified attestation shares of Common Stock (a "Stock for Stock Exchange"); (ii) a "cashless" exercise program established with a broker; (iii) by reduction in the number of shares of Common Stock otherwise deliverable upon exercise of such Option with a Fair Market Value equal to the aggregate Option Exercise Price at the time of exercise; (iv) by any combination of the foregoing methods; or (v) in any other form of legal consideration that may be acceptable to the Committee. Unless otherwise specifically provided in the Option, the exercise price of Common Stock acquired pursuant to an Option that is paid by delivery (or attestation) to the Company of other Common Stock acquired, directly or indirectly from the Company, shall be paid only by shares of the Common Stock of the Company that have been held for more than six months (or such longer or shorter period of time required to avoid a charge to earnings for financial accounting purposes). Notwithstanding the foregoing, during any period for which the Common Stock is publicly traded (i.e., the Common Stock is listed on any established stock exchange or a national market system) an exercise by a Director or Officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company, directly or indirectly, in violation of Section 402(a) of the Sarbanes-Oxley Act of 2002 shall be prohibited with respect to any Award under this Plan.

(b) A person holding more than one Option at any relevant time may, in accordance with the provisions of the Plan, elect to exercise such Options in any order.

(c) In addition, at the request of the Participant and to the extent permitted by applicable law, the Corporation may, in its sole discretion, selectively approve arrangements with a brokerage firm under which such brokerage firm, on behalf of the Participant, shall pay to the Corporation the exercise price of the Options being exercised, and the Corporation, pursuant to an irrevocable notice from the Participant, shall promptly deliver the shares being purchased to such firm.

Article 7. TERMINATION OF EMPLOYMENT OR SERVICE

7.1 Retirement or Involuntary Termination Other Than For Cause – In the event of a Participant's Retirement or involuntary termination other than for Cause, each of such Participant's then outstanding Options shall lapse at the earlier of the expiration of the term of the Option or three months from the date of Retirement or involuntary termination other than for Cause.

7.2 Death or Disability – In the event of a Participant’s termination of employment or service due to death or Disability, each of such Participant’s then outstanding Options shall lapse at the earlier of the expiration of the term of such Option or three months after termination due to any such cause.

7.3 Other Termination – In the event of a Participant’s termination of employment or service for any reason other than is described in Section 7.1 or 7.2, each of such Participant’s then outstanding Options shall lapse as of the date of termination; provided, however, that the Committee may, in its discretion, waive the lapse provisions of this Section 7.3 and permit the exercise of an Option until a date which is the earlier of the expiration of the term of such Option or three months from the date of termination of employment or service.

Article 8. RESTRICTED STOCK

8.1 Issuance – Restricted Stock may be issued either alone or in conjunction with other Awards. The Committee will determine the time or times within which Restricted Stock may be subject to forfeiture, and all other conditions of such Awards. Restricted Stock awarded by the Committee shall not require payment of any consideration by Participants, except as otherwise determined by the Committee in its sole discretion.

8.2 Certificate – Any share certificate issued in connection with an Award of Restricted Stock will be registered in the name of the Participant receiving the Award, and will bear the following legend and/or any other legend required by this Plan, the Award Agreement or by applicable law:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE 1ST COLONIAL BANCORP, INC. 2025 EQUITY INCENTIVE PLAN AND AN AGREEMENT ENTERED INTO BETWEEN [THE PARTICIPANT] AND 1ST COLONIAL BANCORP, INC. (WHICH TERMS AND CONDITIONS MAY INCLUDE, WITHOUT LIMITATION, CERTAIN TRANSFER RESTRICTIONS, REPURCHASE RIGHTS AND FORFEITURE CONDITIONS). COPIES OF THAT PLAN AND AGREEMENT ARE ON FILE IN THE PRINCIPAL OFFICES OF 1ST COLONIAL BANCORP, INC. AND WILL BE MADE AVAILABLE TO THE HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON REQUEST TO THE SECRETARY OF THE CORPORATION.

Share certificates evidencing Restricted Stock will be held in custody by the Corporation or in escrow by an escrow agent until the restrictions thereon have lapsed. As a condition to any Award of Restricted Stock, the Participant may be required to deliver to the Corporation a share power, endorsed in blank, relating to the shares of Common Stock covered by such Award.

8.3 Restrictions and Conditions – The Restricted Stock awarded pursuant to this Section 8 will be subject to the following restrictions and conditions, and any other restrictions and conditions set forth in the applicable Award Agreement.

(a) During a period commencing with the date of an Award of Restricted Stock and ending at such time or times as specified by the Committee (the “Restriction Period”), the Participant will not be permitted to sell, transfer, pledge, assign or otherwise encumber Restricted Stock awarded under the Plan. The Committee may condition the lapse of restrictions on Restricted Stock upon the continued employment or service of the recipient, the attainment of specified individual or corporate performance goals, or such other factors as the Committee may determine, in its sole and absolute discretion. The Restriction Period shall be a term no shorter than one (1) year, provided, however, that the Committee may grant Restricted Stock without regard to the foregoing minimum vesting requirement with respect to a maximum of five

percent (5%) of the available shares of Common Stock subject to the Plan under Section 4.1 (subject to adjustment under Section 10.1).

(b) Except as otherwise provided in this Section 8.3 or the applicable Award Agreement, the Participant will have, with respect to the Restricted Stock, all of the rights of a stockholder of the Corporation, including the right to vote the shares of Common Stock, and the right to receive any cash distributions or dividends (subject to Section 8.3(c) below).

(c) Cash distributions or dividends on Restricted Stock shall be subject to the same Restriction Period as is applicable to the Restricted Stock with respect to which such amounts are paid, or, if the Committee so determines, reinvested in additional Restricted Stock to the extent shares of Common Stock are available under Section 4.1 of the Plan. Any distributions or dividends paid in the form of securities with respect to Restricted Stock will be subject to the same terms and conditions as the Restricted Stock with respect to which they were paid, including, without limitation, the same Restriction Period.

(d) Subject to the provisions of the applicable Award Agreement, if a Participant's service with the Corporation and its Subsidiaries ceases prior to the expiration of the applicable Restriction Period, all of that Participant's Restricted Stock and any dividends paid thereon which then remain subject to forfeiture will then be forfeited automatically.

(e) If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock subject to such Restriction Period (or if and when the restrictions applicable to Restricted Stock are removed pursuant to this Section 8.3 or otherwise), any certificates for such shares of Common Stock will be replaced with new certificates, without the restrictive legend applicable to such lapsed restrictions, and such new certificates will be promptly delivered to the Participant, the Participant's representative (if the Participant has suffered a Disability), or the Participant's estate or heir (if the Participant has died).

Article 9. RESTRICTED STOCK UNITS

9.1 Administration- Awards of Restricted Stock Units may be issued either alone or in addition to other Awards. The Committee shall determine the Participants to whom, and the time or times at which, grants of Restricted Stock Units will be made, the number of units to be awarded, the price (if any) to be paid by the recipient of Restricted Stock Units (subject to Section 9.2), the time or times within which such Awards may be subject to forfeiture, and all other conditions of the Awards.

The Committee may condition the grant of Restricted Stock Units upon the attainment of specified performance goals or such other factors as the Committee may determine, in its sole discretion.

The provisions of Awards of Restricted Stock Units need not be the same with respect to each Participant.

9.2 Awards. The prospective recipient of an Award of Restricted Stock Units shall not have any rights with respect to such Award, unless and until such recipient has executed an agreement evidencing the Award and has delivered a fully executed copy thereof to the Corporation, and has otherwise complied with the applicable terms and conditions of such Award.

(a) The purchase price for awards of Restricted Stock Units, if any, shall be determined by the Committee at the time of grant.

(b) Awards of Restricted Stock Units must be accepted within a period of 60 days (or such shorter period as the Committee may specify at the time of grant) after the Award date, by executing a Restricted Stock Unit Award Agreement and paying whatever price (if any) is required under Section 9.2 (a).

(c) An Award of a Restricted Stock Unit is an Award that is valued by reference to a share of Stock, which value may be paid to the Participant in Stock or cash as determined by the Committee in its sole discretion upon the satisfaction of such restrictions as the Committee may establish as described in Section 9.3 below. If a cash payment is made in lieu of delivering shares of Stock, the amount of such payment shall be equal to the Fair Market Value of the Stock as of the date immediately preceding the date of payment.

9.3 Restrictions and Conditions. The Award of Restricted Stock Units pursuant to this Section 9 shall be subject to the following restrictions and conditions:

(a) Subject to the provisions of this Plan and the Award agreement, during the Restriction Period, the Participant shall not be permitted to sell, transfer, pledge, assign, or otherwise encumber Restricted Stock Units awarded under the Plan. Within these limits, the Committee, in its sole discretion, may provide for the lapse of such restrictions in installments and may accelerate or waive such restrictions in whole or in part, based on service, performance, or such other factors or criteria as the Committee may determine, in its sole discretion.

(b) A Participant shall have no voting rights with respect to any Restricted Stock Units granted hereunder.

(c) At the discretion of the Committee, each Restricted Stock Unit (representing one share of Stock) may be credited with cash and stock dividends paid by the Corporation in respect of one share of Stock ("Dividend Equivalents"). Dividend Equivalents shall be withheld by the Corporation for the Participant's account, and interest may be credited on the amount of cash Dividend Equivalents withheld at a rate and subject to such terms as determined by the Committee. Dividend Equivalents credited to a Participant's account and attributable to any particular Restricted Stock Unit (and earnings thereon, if applicable) shall be distributed in cash or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such Dividend Equivalents and earnings, if applicable, to the Participant upon settlement of such Restricted Stock Unit and, if such Restricted Stock Unit is forfeited, the Participant shall have no right to such Dividend Equivalents.

(d) Except as provided in Section 9(c)(v) or as specifically provided in an Award Agreement, upon termination of a Participant's employment or service with the Corporation and any Subsidiary for any reason during the Restriction Period, all Restricted Stock Units subject to restriction shall be forfeited by the Participant.

(e) In the event of hardship or other special circumstances of a Participant whose employment or service with the Corporation and any Subsidiary is involuntarily terminated (other than for Cause), the Committee may, in its sole discretion, waive in whole or in part any or all remaining restrictions with respect to such Participant's Restricted Stock Units, based on such factors as the Committee may deem appropriate.

(f) The Committee may permit a Participant to elect to defer receipt of payment of all or part of any Award of Restricted Stock Units pursuant to rules and regulations adopted by the Committee.

Article 10. ADJUSTMENT PROVISIONS

10.1 Share Adjustments –

(a) In the event that:

(i) the shares of Common Stock, as presently constituted shall be changed into or exchanged for a different number or kind of shares of stock or other securities of the Corporation or of another

corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares or otherwise), or

(ii) the number of such shares of stock shall be increased or decreased through the payment of a stock dividend or split or the implementation of a reverse stock split, then, subject to the provisions of Subsection (c) below, there shall be substituted for or added to (or appropriate adjustment shall otherwise be made with respect to) each share of Common Stock which was theretofore appropriated, or which thereafter may become subject to an Award under the Plan, the number and kind of shares of stock or other securities into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchanged or to which each such share shall be entitled, as the case may be. Outstanding Awards shall also be appropriately amended as to price and other terms, as may be necessary to reflect the foregoing events.

(b) If there shall be any other change in the number or kind of the outstanding shares of the Common Stock, or of any stock or other securities in which such Common Stock shall have been changed, or for which it shall have been exchanged, and if a majority of the disinterested members of the Board shall, in its sole discretion, determine that such change equitably requires an adjustment in any Award which was theretofore granted or which may thereafter be granted under the Plan, then such adjustment shall be made in accordance with such determination, provided that any such adjustment to any Award shall be in accordance with Section 10.1(d)(i) or (ii) as applicable.

(c) The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Corporation to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, to consolidate, to dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

(d) To the extent necessary to prevent the enlargement or dilution of rights with respect to an Option:

(i) any adjustments pursuant to Section 10.1(a)(i) above shall only become effective if the ratio of the exercise price (as set forth in Section 5.1) to the Fair Market Value of the shares subject to the Option immediately after the adjustment is not greater than the ratio of the exercise price to the fair market value of the shares subject to the Option immediately before the adjustment; and

(ii) any adjustments pursuant to Section 10.1(a)(ii) above shall only become effective if the exercise price (as set forth in Section 5.1) and number of shares subject to an Option are proportionally adjusted to reflect the occurrence of the events set forth in Section 10.1(a)(ii).

10.2 Corporate Changes – A dissolution or liquidation of the Corporation, or a merger or consolidation in which the Corporation is not the surviving entity, shall cause each outstanding Award to terminate, except to the extent that another corporation may and does in the transaction assume and continue the Option, substitute its own options, or otherwise pay value therefor.

10.3 Fractional Shares – Fractional shares resulting from any adjustment in Award pursuant to this Article 10 may be settled as a majority of the disinterested members of the Board or the Committee (as the case may be) shall determine.

10.4 Binding Determination – To the extent that the foregoing adjustments relate to stock or securities of the Corporation, such adjustments shall be made by a majority of the disinterested members of the Board, whose determination in that respect shall be final, binding and conclusive. Notice of any adjustment shall be given by the Corporation to each holder of an Award which shall have been adjusted.

Article 11. GENERAL PROVISIONS

11.1 Effective Date – The Plan is effective as of the date of its adoption by the Board; provided, however, that no Award shall be granted hereunder unless the Plan is approved by the Corporation's shareholders within 12 months of such date.

11.2 Termination of the Plan – Unless previously terminated by the Board of Directors, the Plan shall terminate on, and no Award shall be granted after, the tenth anniversary of the adoption by the Board of this Plan.

11.3 Limitation on Termination, Amendment, or Modification

(a) The Board may at any time terminate, amend, modify, or suspend the Plan, provided that without the approval of the shareholders of the Corporation no amendment or modification shall be made by the Board which:

- (i) increases the maximum number of shares of Common Stock as to which Incentive Stock Options may be granted under the Plan;
- (ii) changes the class of persons eligible to be granted Awards under the Plan; or
- (iii) otherwise requires the approval of shareholders under applicable tax, securities, or other law.

(b) No amendment, modification, suspension, or termination of the Plan shall in any manner affect any Award theretofore granted under the Plan without the consent of the Participant or any person validly claiming under or through the Participant.

(c) The Committee at any time, and from time to time, may amend the terms of any one or more Awards; provided, however, that the Committee may not affect any amendment which would otherwise constitute an impairment of the rights under any Award unless (a) the Corporation requests the consent of the Participant and (b) the Participant consents in writing.

11.4 No Right to Employment – Neither anything contained in the Plan or in any instrument under the Plan nor the grant of any Award hereunder shall confer upon any Participant any right to continue in the employ of the Corporation or of any Subsidiary or limit in any respect the right of the Corporation or of any Subsidiary to terminate the Participant's employment or service at any time and for any reason.

11.5 Withholding Taxes – The Corporation and its Subsidiaries may require the Participant to pay to the Corporation the amount of any taxes that the Corporation is required by applicable federal, state, local or other law to withhold with respect to the grant, vesting, or exercise of an Award. The Corporation shall not be required to issue any shares of Common Stock under the Plan until such obligations are satisfied in full. The Committee may in its sole discretion permit or require a Participant to satisfy all or part of such Participant's tax withholding obligations by (1) paying cash to the Corporation, (2) having the Corporation withhold a number of shares of Common Stock that would otherwise be issued to the Participant (or become vested in the case of Restricted Shares), having a Fair Market Value equal to the tax withholding obligations, (3) surrendering a number of shares of Common Stock the Participant already owns, having a Fair Market Value equal to the tax withholding obligations, or (4) entering into such other arrangement as is acceptable to the Committee in its sole discretion. The value of any shares withheld or surrendered may not exceed the maximum amount of tax permitted to be withheld that will not result in adverse financial accounting consequences to the Corporation (and otherwise shall comply with Corporation policy, subject to the

discretion of the Committee). The Corporation and its Subsidiaries shall also have the right to deduct from any and all cash payments otherwise owed to a Participant any federal, state, local or other taxes required to be withheld with respect to the Participant's participation in the Plan.

11.6 Listing and Registration of Shares – No Option granted pursuant to the Plan shall be exercisable in whole or in part if at any time a majority of the disinterested members of the Board shall determine in its discretion that the listing, registration or qualification of the shares of Common Stock subject to such Option on any securities exchange or under any applicable law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Option or the issue of shares thereunder, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to a majority of the disinterested members of the Board.

