

Swift FIN and FileAct Services

General. PNC's Swift FIN and FileAct Services provide the customer the ability to send and receive data to and from PNC through the Swift network using Swift FIN and/or FileAct Services, for a wide variety of Treasury Management Services.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Definitions Applicable to the Swift FIN and FileAct Services:

- "Swift Agreement" means the main set of Swift's standard terms and conditions, which governs the provision and use of most of Swift's services and products.
- "Swift Message(s)" means data in local, industry standard or proprietary formats that a member sends or receives through Swift, typically used to exchange individual transactions, reports or other data files including, without limitation, ACH, bulk wire transfers, Electronic Data Interchange and account information.

Swift Information. Swift is a cooperative society of worldwide financial institutions providing a secure messaging system, which enables the customer to send and receive Swift Messages, including for the transfer of funds to and from other Swift member banks. Swift also allows corporate entities that meet certain criteria, as defined by Swift, to connect to Swift directly for the purpose of communicating with financial institutions.

The Swift Agreement regulates customer's use of Swift through SCORE (a closed user group administered by Swift that facilitates financial messaging between qualifying companies and financial institutions who are members of the group) or a Member Administered Closed User Group ("MA-CUG" – a PNC established and administered user group that enables Swift users that participate in the closed group to exchange Swift messages). The customer may be able to send Swift Messages directly to some Swift members through SCORE if the criteria established by Swift is met.

PNC Rights and Obligations.

- PNC does not establish or control the set-up and provision of Swift membership, Swift security, the provision of Swift messaging services or the facilities and equipment to use any of the foregoing.
- PNC will generally process Swift Messages as designated in the customer's Swift Message. However, PNC reserves the right not to accept or process a Swift Message at any time in PNC's sole discretion. If PNC rejects a Swift Message, PNC will notify the customer as soon as reasonably practical.
- PNC is entitled to assume that instructions contained in the customer-initiated Swift Messages are duly authorized by the customer. Neither PNC nor any other financial institution is under any obligation to verify the authenticity or integrity of the customer initiated Swift Messages or instructions, even in the case of fraud.
- PNC may not process or forward any instruction if:
 - The customer-initiated Swift Message does not meet the requirements of Swift or otherwise appears not to have been prepared or sent in accordance with these terms and/or the Swift Agreement.
 - PNC believes, in its sole discretion, that the forwarding or execution of the instruction may place PNC or another financial institution in breach of any rule, law or regulation.
 - PNC reasonably suspects that the Swift Message may not (a) fully and accurately reflect an advice, request, Instruction or communication that the customer intended to give to the relevant bank or (b) have been given in accordance with the customer's authorization procedures.
- In addition to other confidentiality provisions, PNC may disclose or transfer confidential information and personal data, relating to the customer, the customer's employees and authorized agents where required by Swift, by law or regulation, and as reasonably necessary for PNC to perform the Services,

including transfers to and processing in countries and territories that do not have data protection laws providing an equivalent level of protection to those in the United States or Canada.

- In addition to the other rights PNC may have, PNC reserves the right to terminate the Service without prior notice if: (a) PNC is no longer an authorized Swift participant; (b) Swift has ceased to provide any of the Services; or (c) where Swift has required PNC to terminate this Service.

Customer Obligations.

- Swift Messages must meet the applicable requirements set out in the customer's Swift Agreement (if any), the Swift documentation, Swift user guides and any other service documentation.
- The customer, at the customer's own risk, may electronically transmit Swift Messages to PNC, including payment instructions. The customer must ensure that any instruction included in a Swift Message accurately reflects the advice, request, instruction or communication intended and is duly authorized.
- The customer authorizes PNC to rely upon and implement any instruction in a Swift Message including, (a) in the case of a payment instruction to be sent through Swift, debiting the account specified in the Swift Message and forwarding the customer's instruction to the Swift member bank designated in the Swift Message or (b) processing the Swift Message in accordance with the terms and conditions of the Service to which customer's instruction relates.
- The customer represents and warrants that the customer will at all times have in place, and regularly review and test, the necessary technical platform, software and other capabilities to use these Swift services, and have strict security requirements regarding access and use. The customer is solely responsible for ensuring the security of the customer's technical environment and access to Swift Messaging Services.
- The customer and the customer's employees, representatives and agents must not engage in any act or omission that compromises, or has the potential to compromise, the security of Swift. The customer must immediately notify PNC and Swift if the customer becomes aware of or suspects any breach or compromise of the security of Swift and/or the Swift Messaging Services, including any loss or disclosure of the customer's own procedures to obtain access to send Swift Messages. The customer must provide PNC with the full details of the apparent or suspected security breach and promptly cooperate with any steps taken by PNC to investigate and/or rectify the breach or compromise.
- The customer agrees that PNC may at any time require the revocation, renewal or change of any certificates, encryption keys or similar system elements used by the customer for Swift Messages or the removal of any party authorized to send such Swift Messages in order to protect the security of the Swift Messaging Services.
- The customer represents and warrants that the customer understands the Swift security procedures associated with this Service and has determined that the security procedures are both commercially reasonable and adequate to prevent unauthorized use by the customer, the customer's employees, agents and representatives or any third party.

Information Delivery. The customer may arrange for PNC to deliver statement reporting messages, data files or other information to the customer or the customer's designee via Swift Message. Messaging will be received only on PNC banking days, but the receipt or transmission of information will not occur at any specific time during a banking day. The customer will be deemed to have received the information on the banking day on which PNC sends the Swift Message with the information to the customer or the customer's designee.