
ACCOUNT AGREEMENT FOR PERSONAL CERTIFICATES OF DEPOSIT, RETIREMENT ACCOUNTS AND COVERDELL EDUCATION SAVINGS ACCOUNTS: CERTIFICATES OF DEPOSIT AND MONEY MARKETS

- Account Agreement
- Arbitration Provision
- Consumer Electronic Funds Transfer Disclosure Statement
For Certificate of Deposit Accounts
- Privacy Notice: What Does PNC Do With Your Personal Information?

Effective June 12, 2022

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ACCOUNT AGREEMENT

Welcome

Please read this Agreement and keep it for future reference. When you received your Certificate of Deposit ("CD") Account Verification, or signed your Money Market, Retirement Account or Coverdell Education Savings Account ("ESA") documents (whether a Traditional IRA, Roth IRA or Coverdell ESA (hereinafter "the IRA" or "Account" *), or electronically acknowledged your agreement to its terms during the online account opening process, you and PNC Bank, National Association ("PNC Bank" or "we" or "us") agreed to be bound by those documents. You further have acknowledged that you read the related documents and this Agreement (collectively "the Agreement"). If there is a conflict between the Agreement and something said by an employee or officer of PNC Bank, the Agreement will be followed. The legal representative of any CD or Account owner, including any attorney-in-fact you may appoint, shall also be subject to the terms and conditions of the Agreement.

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 10 & 11.

Your Personal Information; Call Recording, Consent for Service Calls

We will treat personal information about you and your CD or Account in accordance with the PNC Privacy Notice *What Does PNC Do with Your Personal Information?* We may exchange information concerning you or your transactions among us, our affiliates and companies providing services to us. You agree to cooperate in any recordkeeping and reporting which we believe is necessary to fulfill government or legal requirements. This Account may not be assigned or transferred without the prior written consent of PNC Bank.

You consent that any phone call with us may be monitored or recorded by us. By providing telephone number(s) to us, now or at any time, you authorize PNC Bank and its affiliates and designees to contact you regarding your CD or Account(s) with PNC Bank and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

Waiver

We reserve the right to waive the enforcement of any of the terms and conditions of this Agreement. Any such waiver must be in writing and signed by a PNC Bank officer and shall not be considered a waiver of any other or future obligation or right.

Notices

Any written notice that you give to us is effective only after we have actually received it at the designated address and have a reasonable opportunity to act upon it. If applicable state law enables a CD or Account holder to modify the terms of a CD or Account and/or distribution of funds by providing a signed, written notice to PNC Bank, that written notice must be notarized and sent to the following required address: PNC Bank, P.O. Box 609, Pittsburgh, PA 15230-0609. Sending such notices to any other PNC address or location will be deemed failure to provide notice to PNC Bank. PNC Bank reserves the right to require the Account or CD to be closed if you wish to modify the terms, the ownership and/or nature of the Account.

New Accounts

We will place a hold on deposits made into your new CD or Account that will be removed up to 12 calendar days from the time you submit your application. We will place a hold on all deposits made into your Account within the first 180 days of account opening that will be removed up to 12 calendar days from the time you make your deposit.

Fiduciary or Agency Accounts

Any individual acting as an attorney-in-fact, agent, guardian, personal representative, trustee, custodian, or some other fiduciary capacity (collectively, an "agent") must be designated by us as such on our records. If this individual is not so designated, it will be assumed by us that you have no agent appointed.

PNC Bank is authorized to follow the directions of your agent regarding your CD or Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice.

We will not be liable to you in any way if your agent misapplies any of the funds from your CD or Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship.

Each joint owner agrees to notify us immediately of the death of any other joint owner. We reserve the right to restrict your account until legal and bank requirements are met.

Inactive Accounts

If your CD or Account is inactive as defined by law and you have not otherwise communicated with PNC Bank about your CD or Account for the period provided by law, we will be required to transfer the balance of your Account to the state, as abandoned property.

Account Security

If you wish to report any irregularity with respect to your CD or Account, you should contact PNC Bank immediately at the number shown on your statement or at any branch. We may require you to close your CD or Account or transfer the balance to another account to prevent security risks, at our discretion.

Transfer of Ownership

Your CD or Account is not transferable except on our records. PNC Bank must approve any pledge of your CD or Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your CD or Account, or delete an owner from a joint Account, we may require that your CD or Account be closed and a new one be opened by and in the name of the new owner(s).

Severability

Except as may be otherwise provided in the Arbitration Provision herein, in the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

Disclosures

In connection with your CD or Account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements,

policies and revisions shall be considered to be a part of this Agreement.

Governing Law

Except as may be otherwise provided in the Arbitration Provision herein, this Agreement is governed by the laws and regulations of the state in which the branch or retail office where you opened your CD or Account is located, without regard to such state's choice of law or conflict of law principles. If your CD or Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, and PNC Bank has a branch or retail office in your state of residence at the time your CD or Account is opened, this Agreement is governed by the laws and regulations of your state of residence when your CD or Account is opened, without regard to such state's choice of law or conflict of law principles. If we do not have a branch or retail office located in your state of residence when your CD or Account is opened, and your CD or Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, or in person by a PNC Bank representative outside of a branch, then you agree that (i) this CD or Account is deemed to be opened in the Commonwealth of Pennsylvania, (ii) all applicable funds are deemed to be deposited into and withdrawn or transferred from the CD or Account which is located in Pennsylvania, (iii) our agreement to open this CD or Account, and all decisions we make now and in the future concerning or affecting this CD or Account, occur in Pennsylvania. This Agreement and your CD or Account is and shall therefore be governed by the laws and regulations of the Commonwealth of Pennsylvania (and will continue to be subject to Pennsylvania laws even if a PNC Bank branch or retail office is subsequently opened in your state) without regard to Pennsylvania choice of law or conflict of law principles. This Agreement is also at all times governed by and may rely upon all applicable preemptions afforded to national banks by the laws and regulations of the United States of America.

* *Retirement Accounts and Coverdell Education Savings Accounts ("ESA") are subject to various contribution, transactional and distribution limitations as imposed by the Internal Revenue Code.*

Previous tax year contributions are irrevocable. Previous tax year contributions can be made between January 1 and April 15. If year is not designated, the current tax year shall apply to contributions.

Please see your applicable Retirement Account or Coverdell Education Savings Accounts ("ESA") Agreement and Disclosure (whether for your Traditional IRA, Roth IRA and/or Coverdell ESA), for further information on such limitations and applicable penalties.

CERTIFICATES OF DEPOSIT AND RETIREMENT ACCOUNT CERTIFICATES OF DEPOSIT AND COVERDELL ESA CERTIFICATES OF DEPOSIT

Terms

Terms from seven (7) days to ten (10) years are available for non-retirement Certificates of Deposit (CDs). Terms from six (6) months to ten (10) years are available for Retirement Account Certificates of Deposit and Coverdell ESA Certificates of Deposit.

Rate Information

Please refer to your Account Verification for current rates and Annual Percentage Yields.

- **Fixed Rate CDs** are paid the current interest rate at the time your CD was opened or renewed based upon the initial opening or renewal balance. This interest rate is in effect until your CD matures. Interest rate balance tiers for your account are as follows:
 - \$1 – \$999.99
 - \$1,000 – \$9,999.99
 - \$10,000 – \$24,999.99
 - \$25,000 – \$99,999.99
 - \$100,000 – \$499,999.99
 - \$500,000 +
- **Ready Access CDs** are paid the current interest rate at the time your CD was opened or renewed. This interest rate is in effect until your CD matures.

Annual Percentage Yield assumes interest remains on deposit in your CD until your CD matures. A withdrawal will reduce earnings.

Compounding and Crediting of Interest

Interest begins to accrue on the day you open or renew a CD. If an additional deposit of cash, check or any other non-cash item is being made to the certificate at maturity, this deposit will begin to accrue interest as of the maturity date.

- On all **Fixed Rate CDs**, interest will be compounded monthly and credited to your CD monthly, with final interest credited when your CD matures.
- On **Ready Access** with a term less than one year (364 days or less), interest will be credited to your CD when it matures.
- On **Ready Access** with a term of one year or more (365 days up to 10 years), interest will be compounded annually and credited to your CD annually, with final interest credited when your CD matures.

Interest may also be paid by check or credited to another PNC Bank account monthly, quarterly, semiannually or annually. Monthly check payments only apply to CDs with a balance of \$5,000 or more. If you receive interest payments during the term of your CD, interest is not compounded. Ready Access CDs

redeemed prior to maturity date will have accrued, unpaid interest credited at redemption.

Minimum Balance Requirements*

To open a CD, you must deposit the following:

- **Fixed Rate CDs** with a maturity of 89 days or less require a minimum deposit of \$1,000.
- **Fixed Rate Retirement CDs** require a minimum deposit of \$250.
- **All other CDs** with a maturity of 90 days or more require a minimum deposit of \$1,000.

You must maintain these minimum balances in your CD each day to obtain the Annual Percentage Yield applicable to your renewal certificate.

Balance Computation Method

We use the daily balance method to calculate the interest on your CD. This method applies a daily periodic rate to the principal in the CD each day.

Transaction Limitations*

After your CD is opened, you may not make deposits into your CD. If you make a withdrawal outside of your grace period, you are subject to an early withdrawal penalty.

Early Withdrawal Penalties*

With the exception of Ready Access the terms of your CD obligate you to leave your funds on deposit with PNC Bank until the maturity date. Any withdrawal that PNC Bank permits during the first seven (7) days of the initial term of a Ready Access CD, or prior to the maturity date of any other CD, will be subject to financial penalty (except in the case of death or legal incapacity of any owner of the CD).

The following will apply if your CD has an original maturity or a required notice period as stated below:

- **Less than three (3) months:** You will be charged a penalty, calculated as stated below, in an amount equal to the amount of interest that could have been earned on the amount withdrawn had the funds remained on deposit until maturity.
- **From three (3) months to less than one (1) year:** You will be charged a penalty, calculated as stated below, in an amount equal to three (3) months' interest on the amount withdrawn.
- **One (1) year or more:** You will be charged a penalty, calculated as stated below, in an amount equal to six (6) months' interest on the amount withdrawn.

You may withdraw funds without penalty during the grace period defined below.

Penalties are calculated at the rate being paid on the deposit at the time of the withdrawal, regardless

of the length of time the funds have remained on deposit.

Where necessary to comply with the above, any funds necessary to complete the penalty shall be deducted from the principal remaining in the CD.

Ready Access CDs permit immediate withdrawal without penalty after the first seven (7) days following initial purchase. Withdrawals during the first seven (7) day period will be charged a penalty, calculated as stated above, in an amount equal to seven (7) days' interest on the amount withdrawn. Partial withdrawals are not permitted.

Renewal Policy*

All automatically renewable Fixed Rate and Ready Access CDs will renew into the same type of certificate. For Fixed Rate or Ready Access CDs, if the original term is other than a term shown below, PNC Bank will change the term of your CD, upon renewal, to the term shown below that is next shortest to your original term. For example, if your original term was 14 months, your renewed term will be 12 months.

Fixed Rate terms: 7, 30 days
3, 6, 12, 18, 24, 36, 48, 60,
72, 84, 96, 108, 120 months
Ready Access terms: 3, 12 months

Your CD will renew automatically unless the following apply:

- A. You notify PNC Bank that you wish to redeem your CD during the grace period, which is one (1) day after maturity for CDs that mature up to and including 31 days, and ten (10) days after maturity for CDs of more than 31 days.
- B. You notify PNC Bank that you wish to redeem your CD or change the term or type of your CD at maturity prior to the original or any subsequent maturity date.
- C. PNC Bank provides a written notice notifying you that PNC Bank has decided to not renew your deposit at maturity.

PNC Bank reserves the right on automatically renewable CDs to change the interest rate and Annual Percentage Yield for any subsequent renewal period(s) to be equal to the interest rate and Annual Percentage Yield PNC Bank is offering at such time for its CDs with like amounts and maturities in the PNC Bank market where you purchased your CD.

All automatically renewable CDs renew under the terms of the applicable account agreement in effect on the renewal date. Automatically renewable CDs redeemed during the grace period do not earn interest after maturity date. Single maturity CDs do not automatically renew and do not earn interest after the maturity date.

RETIREMENT AND COVERDELL ESA MONEY MARKET ACCOUNTS

Rate Information

Please refer to the Rate Disclosure for current interest rates and Annual Percentage Yields. Your interest rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate on your Account at any time.

Balance to Earn Interest

Interest rate and Annual Percentage Yield tiers for your Account are as follows:

\$ 0.01 – \$4,999.99
\$ 5,000 – \$9,999.99
\$ 10,000 +

Minimum daily balance required to earn the APY

Compounding and Crediting of Interest

Interest earned on your Account will be compounded and credited to your Account monthly, on the last business day of each calendar month. If you close your Account before interest is credited, you will not receive the accrued interest.

Interest begins to accrue on the business day that you deposit cash or any check or other non-cash item.

Minimum Balance Requirement

An initial deposit of \$25 is required to open this Account.

Balance Computation Method

The daily balance method is used to calculate the interest on your Account. This method applies a periodic rate to the principal in the Account each day.

Transaction Limitations

Deposits may be made to this Account at any time. See your applicable PNC Bank Retirement Account or Coverdell ESA Agreement and Disclosure Statement for any limitations on annual contribution amounts.

Early Withdrawal Penalties

Deposits and withdrawals to and from this Account are subject to the terms of the Retirement and Coverdell ESA Money Market Agreement and the PNC Bank Retirement Account or Coverdell ESA Agreement and Disclosure Statement, as amended from time to time.

A withdrawal made from this Account may be subject to IRS penalty. Refer to your applicable PNC Bank Retirement Account or Coverdell ESA Agreement and Disclosure Statement.

Amendment

We reserve the right to amend this Agreement (including the right to convert your Account from a Money Market to another type of account) and our Consumer Schedule of Service Charges and Fees (including the right to change charges and fees in the manner in which we calculate them and/or credit interest), from time to time.

We will inform you of any amendment (1) by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement; or (2) if you have opted to receive online statements in electronic form, by posting notice of the amendment and the amendment itself on PNC's secure Online Banking web site. If you receive statements in paper form, the amendment will generally appear on your statement. In some cases, notice of the amendment will appear on the statement and the amendment itself will be included on an insert accompanying your statement. If you have opted to receive online statements, the amendment will generally appear as a message on the PDF statement posted on PNC's secure Online Banking web site as well as in the Messages section of the site. In some cases, the amendment will be included as a

PDF insert on the web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.) When the amendment becomes effective, we will post the new version of this Agreement online and make the new version available in our branches. An amendment will become effective 30 days (or such later time if required by law) after notice of the amendment is delivered or otherwise made available to you, unless a shorter time period is permitted by applicable law or required because of an emergency situation, in which case we will provide notice as we deem practicable. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended.

INFORMATION FOR NON RETIREMENT AND NON ESA CDS OR MONEY MARKET ACCOUNTS

Consistent with the Internal Revenue Code, if you are opening a Retirement CD or Money Market Account or an ESA CD or Money Market Account, the following provisions are not applicable. This is because retirement and ESA accounts as permitted under the Internal Revenue Code * (whether CD or Money Market) cannot be offset, they cannot be owned jointly and cannot be opened as a POD/ITF account.

Money Owed

If you have a loan or other indebtedness owed to PNC Bank (except for debts arising out of credit cards, IRA's, other tax deferred retirement accounts, ESA's or as otherwise prohibited by applicable law) now or hereafter, either individually or jointly, including as husband and wife, PNC Bank may set off this CD or Account to pay all or part of any balance that you or your joint owner may owe to PNC Bank, to the extent permitted by law.

You and any joint depositors (including husband and wife) give us a security interest on the balance in the CD or Account and in any other individual or joint accounts in your name(s) to secure payment of any obligation to us of any depositor. Obligations include overdrafts or overpayment, regardless of reason.

PNC Bank may exercise its right of set off without advance notice to you and without regard to any other rights which PNC Bank may have against you or other parties. PNC Bank may also freeze or place a hold on your CD or Account without setting off in order to investigate any dispute or claim (and PNC Bank may also require the signatures of all owners for any withdrawal until the dispute is resolved to our satisfaction). PNC Bank's security interest and right of set off shall prevail and take priority over any claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law. If funds in your CD or Account are attached, garnished, or levied against, PNC Bank may assess a legal process charge. Payments may also be made upon request of a trustee in a bankruptcy proceeding or other duly authorized insolvency representative as required by law.

Joint Accounts

Joint CD's and Accounts are owned as joint tenants with right of survivorship and not as tenants in common, nor as tenants by the entirety (even if the CD or Accounts is owned by married individuals), This means that if one owner of a joint CD or Account dies, all funds in the CD or Account shall belong to the surviving owner or owners and will not be part of the decedent's estate. Ownership may not be changed by will. Unless PNC

Bank has received other specific directions signed by all CD or Account holders, each joint holder appoints the other joint CD or Account holders as attorney(s) in-fact, so that any joint holder may make deposits to or withdrawals from your CD or Account and may give PNC Bank instructions concerning the CD or Account; this initial appointment shall continue despite the later disability, incapacity or death of any joint CD or Account owner. Each joint CD or Account owner may also appoint his/her own attorney-in-fact to transact business on the CD or Account without the knowledge or consent of the other CD or Account owners.

Notice provided by PNC Bank to any one of the joint CD or Account owners shall be considered notice to all joint CD or Account owners.

New Jersey, New York, and West Virginia

customers: Please see additional disclosure for joint accounts held by NJ, NY, WV customers only.

Payable-On-Death or In Trust For CD's (other than retirement accounts or ESA's) and Money Market Accounts

PNC Bank will, as permitted by law, accept CD's or Accounts that are designated as either payable on death or in trust for another (both referred to as "POD Account(s)"), which automatically transfer your POD Account, upon your death, to the beneficiaries ("POD Beneficiaries") designated on the CD or Account. This means that when you die the funds in a POD CD or Account will not be part of your estate.

POD Beneficiaries have a right of survivorship. This means if one POD Beneficiary pre-deceases the owner(s) of the POD CD or Account, the surviving POD Beneficiary would then take full ownership of the CD or Account upon the death of the last owner and the heirs of the deceased POD Beneficiary would not be entitled to any ownership interest in the CD or Account. If there is no surviving POD Beneficiary when the last owner of the POD CD or Account dies, then the CD or Account is payable to the heirs (or estate, if a formal estate is raised) of the last surviving owner of the POD CD or Account. **FOR CD or ACCOUNTS IN FLORIDA:** POD Beneficiaries may only have equal shares. **FOR CD or ACCOUNTS IN MISSOURI:** This CD or Account is subject to the Missouri Nonprobate Transfers Law, Chapter 461 of the Mo. Rev. Statutes. **FOR CD or ACCOUNTS IN INDIANA:** All joint owners specifically agree that the provisions of Indiana Code 32-17-11-17 and 32-17-11-27, regarding the proportion of net contribution by each joint depositor, shall not apply to any charge to an Account or CD under this section,

and we shall have the right to deduct from any such CD or Account the amount of any indebtedness due and owing to us from any joint depositor up to and including the entire balance of any such CD or Account without

regard to the contribution to the Account. Documents granting Power of Attorney must be valid under Indiana Code 30-5.

* *Retirement Accounts and Coverdell Education Savings Accounts ("ESA") are subject to various contribution, transactional and distribution limitations as imposed by the Internal Revenue Code.*

Previous tax year contributions are irrevocable. Previous tax year contributions can be made between January 1 and April 15. If year is not designated, the current tax year shall apply to contributions.

Please see your applicable Retirement Account or Coverdell Education Savings Accounts ("ESA") Agreement and Disclosure (whether for your Traditional IRA, Roth IRA and/or Coverdell ESA), for further information on such limitations and applicable penalties.

ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing customer, as of the date of this Agreement), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

This Arbitration Provision will survive the termination of this Agreement. See further details below.

Definitions

“We,” “Us” and “Our.” Solely as used in this Arbitration Provision, the terms “we,” “us” and “our” also refer to (1) our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

“Account.” For purposes of this Arbitration Provision, “Account” refers to your personal deposit account or accounts with us and the features and services provided in connection with it or them. Personal Deposit Accounts include checking accounts, savings accounts, money market deposit accounts, and certificates of deposit. Certificates of deposit and money market deposit accounts held in a retirement account are collectively an “Account.” “Account” also refers, collectively and separately, to the Spend, Reserve and Growth accounts in your Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro.

“Claim.” A “Claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts.

Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver and the Public Injunctive Relief Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your

state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures

- a. **Agreement to Arbitrate Claims.** Except if you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the “Notice Address”). Our Notice to you shall be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Arbitration costs.** We will pay the filing, administrative and/or arbitrator’s fees (“Arbitration Fees”) that we are required to pay pursuant to the administrator’s rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator’s rules in connection with an individual arbitration you have commenced against us, (i) if the amount of your Claim does not exceed \$75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the

amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.

- d. **Arbitration administrator and rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/ codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting www.adr.org, or (2) contacting JAMS at 1-800-352-5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. **The arbitrator's decision and award; attorney fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e.) above and in the Public Injunctive Relief Waiver below, to an individual action brought in court. In addition, with respect to claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, or if applicable law requires us to do so.
- g. **Effect of arbitration Award; appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

CLASS ACTION WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If this Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver; however, the Arbitration Provision shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

PUBLIC INJUNCTIVE RELIEF WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If a court decides that such a waiver is not permitted, and that decision is not reversed on appeal, any request for the remedy of a public injunction will be decided in court after all other Claims to be decided in arbitration under this Arbitration Provision are arbitrated and the arbitration award regarding such Claims has been entered in court. In no event will an arbitrator be permitted to issue a public injunction.

Conflicts; Severability; Survival

This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

RIGHT TO OPT OUT

You may opt out of this Arbitration Provision by calling us toll free at 1-855-762-2432, or by sending us a written notice which includes your name(s), Account number, and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt Out Notice"). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail or certified mail, return receipt requested, at PNC Bank, Attn: Arbitration Opt Out, P.O. Box 535229, Pittsburgh, PA 15253-5229, and (2) signed by you (or both of you, if more than one) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other provision of this Account Agreement. If the Arbitration Provision of your Account Agreement has already been delivered or otherwise made available to you, amendments to your Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT FOR CERTIFICATE OF DEPOSIT ACCOUNTS

This Consumer Electronic Funds Transfer Disclosure Statement for Certificate of Deposit Accounts contains PNC Bank's Consumer Electronic Banking Agreement ("Agreement"). This Agreement provides the terms and conditions that govern electronic funds transfers for Certificate of Deposit accounts opened at PNC Bank.

Consumer Electronic Banking Agreement Applicable to Certificate of Deposit Accounts

The following conditions and disclosures are made to you to explain electronic banking at PNC Bank. They govern all consumer electronic banking transactions made to or from your PNC Certificate of Deposit account. An example includes funding your account with an electronic fund transfer.

You should refer to your Account Agreement for Personal Certificates of Deposit, Retirement Accounts and Coverdell Education Savings Accounts: Certificates of Deposit and Money Markets for terms and conditions relating to your account(s).

Definitions

In this Agreement, several words are used repeatedly, and have the following meanings:

- (i) "Account" or "accounts" will mean each of your Certificate of Deposit accounts.
- (ii) "ACH" will mean funds transferred electronically through the Automated Clearing House (ACH) network.
- (iii) "Agreement" means the Consumer Electronic Banking Agreement Applicable for Certificate of Deposit Accounts contained in this Consumer Electronic Funds Transfer Disclosure Statement for Certificate of Deposit Accounts.
- (iv) "Consumer" will mean a natural person.
- (v) "Electronic Check Conversion" will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
- (vi) "Preauthorized electronic fund transfer" means an electronic fund transfer authorized in advance to recur at substantially regular intervals.
- (vii) "Transaction" will mean any consumer banking transaction, including a deposit, withdrawal or transfer, that is initiated through an electronic terminal, telephone, computer or magnetic tape for purpose of ordering, instructing or authorizing a debit or credit to your account.

(viii) "Us" and "we" and "PNC" means PNC Bank, National Association ("PNC Bank").

(ix) "You" and "your" refer to the person or persons in whose name a Certificate of Deposit account is opened.

Disclosures of your rights and obligations

Consumers' Liability for Unauthorized Transactions

Contact information for reporting electronic funds transfer transaction disputes on your Certificate of Deposit account is provided at the end of this document.

Tell us AT ONCE if an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts to which you have access. If you tell us promptly after you learn of an unauthorized transaction, you will not incur any loss or liability if someone made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

- a. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- b. Our business days include every day except Saturday, Sunday and a federal holiday.
- c. If you believe someone has transferred or may transfer money from your account without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

Disclosure of types of available transactions and limits on transfers

1. You may fund your account with an electronic funds transfer.
2. During certain time periods, you may be able to transfer funds out of your account to a non-PNC account.

For security reasons, there may be limits imposed on the number and/or amounts of deposits or withdrawals you can make to your Certificate of Deposit account.

Disclosure of right to receive documentation of transfer

You will get an account statement as follows:

1. If there are electronic transfers to or from your account in a particular statement period, you will receive an account statement for that period.
2. You will receive a quarterly statement, if you fund your account with an electronic funds transfer.

Disclosure of Bank's liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount in accordance with the General Provisions section below, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer
- b. If the transfer will exceed the limitations on your account
- c. If the system was not working properly and you knew about the breakdown when you started the transfer
- d. If circumstances beyond our control (such as interruption of telephone service or telecommunications facilities, fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- e. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee
- f. If your operating system was not functioning properly
- g. If the transfer cannot be made because of legal restrictions affecting your account

Disclosure of account information to third parties

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

- a. Where it is necessary for completing transfers
- b. In order to verify the existence and condition of your account for a third party such as, for example, a credit bureau or another financial institution
- c. In order to comply with government agency or court orders, or investigations or examinations by our bank regulators
- d. In the investigation or prosecution of alleged fraudulent activity concerning your accounts
- e. If you give us your permission
- f. As you may have otherwise authorized in other agreements with us

In case of errors or questions about your Electronic Transfers

Call the telephone number or write us at the address shown at the end of this disclosure statement as soon as you can if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account or we may reverse any credit previously made to your account. (NOTE: Please see the Special Rules for New Accounts and Special Rules for Foreign Initiated Transactions sections below for additional information.) We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any credits made and will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Special Rules for New Accounts:

For errors involving new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error, and we may take up to 90 days to investigate your complaint or question.

Special Rules for Foreign Initiated Transactions:

For errors involving foreign initiated transactions (transfers initiated outside of the United States), we may take up to 90 days to investigate your complaint or question.

General provisions

1. The signing of a signature card, the use of Online Banking services, or electronically acknowledged your agreement to its terms during the online account opening process shall mean that you agree to the content of this Agreement and to any modification thereof. Any such modification shall become effective and be binding 15 calendar days (or such later time if required by law) after notice of the modification is posted in our banking centers, or by such other method of notice as we may deem appropriate or as may be specifically required by applicable law.
2. If you enter into an agreement with someone other than us to have electronic deposits made into your account or to have payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time. The final credit of all deposits to your Certificate of Deposit is subject to verification. There may be a delay in the time to transmit funds to or from your Certificate of Deposit account.
3. We reserve the right at any time and without notice (except as may be required by the federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of electronic methods or to add new services.
4. To the extent applicable, the Account Agreement for Personal Certificates of Deposit, Retirement Accounts and Coverdell Education Savings Accounts:

Certificates of Deposit and Money Market Account Agreement with us also applies to any consumer electronic fund transfers made from or to your accounts by use of electronic methods. This Agreement will control, however, in the event of any conflict between the Account Agreement and this Agreement.

5. We may, from time to time, limit the type, number and dollar amounts of any transfers, notwithstanding the amount in your accounts, without notice unless otherwise required by law or regulation.
6. You agree to promptly notify us if you suspect any unauthorized transactions from your account.
7. Where you have authorized any other person to access your account in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.

For Electronic Funds Transfer transaction disputes:

Call us: 1-888-PNC-BANK (1-888-762-2265)
For our Deaf and Hard-of-Hearing Customers
PNC accepts Telecommunications Relay
Service (TRS) calls.

Write us: PNC Bank Reg E-CD Services
500 First Avenue, 4th Floor
Mailstop: P7-PFSC-04-M
Pittsburgh, Pennsylvania 15219

FACTS	WHAT DOES PNC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and account transactions • Credit scores and payment history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons PNC chooses to share, and whether you can limit this sharing.

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

To limit our sharing	<ul style="list-style-type: none"> • Call 1-800-762-2118 — our menu will prompt you through your choice(s) • Visit us online: www.pnc.com/privacy (Online Banking customers only) <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 1-800-762-2118

Who we are	
Who is providing this notice?	PNC Bank, National Association; PNC Investments, LLC; PNC Capital Advisors, LLC; PNC Capital Markets, LLC; Harris Williams, LLC; PNC Delaware Trust Company; PNC Ohio Trust Company
What we do	
How does PNC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Additionally, PNC requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.
How does PNC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> open an account or deposit money pay your bills or apply for a loan use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> sharing for affiliates' everyday business purposes — information about your creditworthiness affiliates from using your information to market to you sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account, unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <i>Our affiliates include companies with the PNC name, and financial companies such as Harris Williams, LLC.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <i>PNC does not share with non-affiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <i>Our joint marketing partners include mortgage and lending companies, insurance companies, and other companies that provide financial products and services.</i>
Other important information	
<p>All statements to Federal Law mentioned above reference U.S. Federal Law. California and Vermont: If your account has a California or Vermont billing address, we will automatically limit sharing your information with affiliates and non-affiliates or for joint marketing with other financial companies. Nevada Residents Only: This notice is provided to you pursuant to state law. To stop marketing calls from us follow the directions in the section "To limit our sharing" to be placed on the PNC do not call list. Nevada law requires that we also provide you with the following contact information: Office of the Nevada Attorney General, 100 North Carson Street, Carson City, NV 89701; telephone: 1-775-684-1100; email: aginquiries@ag.nv.gov. PNC Information Sharing Options, P.O. Box 96066, Pittsburgh, PA 15226; telephone: 1-888-762-2265. Important information about phone calls, texts, prerecorded and email messages: If, at any time, you provide to PNC Bank, its affiliates or designees (PNC) contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any PNC personal account(s) and business account(s) (for which you are an authorized signer, guarantor or designated contact person) but not to market to you. For any type of phone calls with PNC, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC.</p>	