

PNC Business Disclosures and Agreements

- > Business Account Information
- > Business Checking Accounts
and Related Charges
- > Business Account Agreements
- > Funds Availability Policy

For: BBVA USA Business Accounts converting to
PNC Bank, N.A. Business Accounts

All prices are subject to change.

Products, services and prices may vary in other PNC Bank markets.

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GETTING STARTED

Please see below to find the important information specific to each of your new PNC Bank business accounts that you should read about in this booklet.

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BUSINESS CHECKING ACCOUNTS AND RELATED CHARGES— FEE SCHEDULE

BUSINESS CHECKING

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$10.00

No monthly account maintenance fee for the first three months after your account is opened

No Monthly Account Maintenance Fee if you meet any one of the following:

- Maintain \$500 average monthly collected balance in this account

Relationship Pricing and Information on Account Linking for Purposes of Avoiding the Monthly Account Maintenance Fee¹

PNC will link eligible PNC business credit cards and PNC Merchant Services® to your business checking account only as described below.

- Use a linked PNC business credit card¹ to make a **minimum of \$500 in eligible purchases**² in the billing cycle ending immediately prior to the date the monthly account maintenance fee is to be assessed to the checking account.

Eligible PNC business credit cards will be automatically linked by PNC to this business checking account *if it is using the same primary name*. If you have multiple business checking accounts using the same primary name as the eligible business credit card, PNC will choose which business checking account to link based on the following factors, in order of priority: a) the business checking account open the longest, and b) the business checking account with the lowest account number. **If PNC cannot automatically link a business credit card based on these factors, you must request that PNC link it.**

- Maintain a PNC Merchant Services account¹ and generate a **minimum of \$500 in qualifying monthly processing deposits**.³ The business checking account receiving PNC Merchant Services processing deposits is the only account eligible to avoid the Monthly Account Maintenance Fee.¹

Except as described above, PNC will only link accounts at your direction. If you have not directed PNC to link your accounts, the accounts will not be linked and you will not receive relationship benefits on your unlinked PNC accounts.

Monthly Transactions at no charge 150

Based on the aggregated volume of deposits, deposited items, paid items, and ACH credits and debits received

- Fee for each additional transaction over 150 \$0.50

Monthly Cash Deposit Volume at no charge \$5,000

For cash deposited over-the-counter, in the night depository or via Quick Deposit

- Fee for additional cash deposited over \$5,000 \$0.25 per \$100

BUSINESS CHECKING PLUS

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$20.00

No monthly account maintenance fee for the first three months after your account is opened

No Monthly Account Maintenance Fee if you meet any one of the following:

- Maintain \$5,000 average monthly collected balance in this account

Relationship Pricing and Information on Account Linking for Purposes of Avoiding the Monthly Account Maintenance Fee¹

PNC will link eligible PNC business checking, PNC business money market savings, PNC business credit cards and PNC Merchant Services, to your Business Checking Plus account only as described below.

- Maintain **\$20,000** average combined collected balance in linked checking (excludes Corporate Checking and Core Commercial Checking) and money market accounts¹

We will only link eligible deposit accounts at your direction. If you have not directed PNC to link another account to your PNC business checking account, the accounts will not be linked and you will not receive any applicable waivers of monthly service charges or other relationship benefits on your unlinked PNC accounts.

- Use a linked PNC business credit card¹ to make a minimum of **\$5,000** in eligible purchases² in the billing cycle ending immediately prior to the date the Monthly Account Maintenance Fee is to be assessed to the checking account.

Eligible PNC business credit cards will be automatically linked by PNC to this business checking account *if it is using the same primary name*. If you have multiple business checking accounts using the same primary name as the eligible business credit card, PNC will choose which business checking account to link based on the following factors, in order of priority: a) the business checking account open the longest, and b) the business checking account with the lowest account number. **If PNC cannot automatically link a business credit card based on these factors, you must request that PNC link it.**

- Maintain a PNC Merchant Services account¹ and generate a minimum of **\$5,000** in qualifying monthly processing deposits.³ The business checking account receiving PNC Merchant Services processing deposits is the only account eligible to avoid the Monthly Account Maintenance Fee.

Except as described above, PNC will only link accounts at your direction. If you have not directed PNC to link your accounts, the accounts will not be linked and you will not receive relationship benefits on your unlinked PNC accounts.

Monthly Transactions at no charge 500

Based on the aggregated volume of deposits, deposited items, paid items, and ACH credits and debits received

- Fee for each additional transaction over 500 \$0.50

Monthly Cash Deposit Volume at no charge \$10,000

For cash deposited over-the-counter, in the night depository or via Quick Deposit

- Fee for additional cash deposited over \$10,000 \$0.25 per \$100

Additional Benefits:

- Personal Checking for Business Owners:
 - Performance Checking or Virtual Wallet with Performance Spend with No Monthly Maintenance Fee

We will only waive the monthly account maintenance fee on your eligible personal checking account at your direction. If you do not direct PNC to apply a waiver to your eligible personal checking account, a waiver will not be applied.

ANALYSIS BUSINESS CHECKING

Minimum Deposit to Open \$100.00

Earnings Credit

An Earnings Credit is applied to reduce or offset the monthly account maintenance fee and certain transaction fees. The earnings credit rate used may vary based on the average monthly collected balance of the account(s). The earnings credit rate on your account is subject to change without notice.

Please call 1-877-BUS-BNKG (1-877-287-2654) for current rate and balance tier information or for an example of how the earnings credit is applied to the balances in your account.

Monthly Account Maintenance Fee \$25.00

Monthly Transaction Fees

Deposit Ticket \$0.95 per ticket
 Check Paid \$0.25 per check
 ACH Credit/Debit Received \$0.20 per item
 Item Deposited \$0.20 per item
 Cash Deposited Over-the-Counter \$0.20 per \$100

Account Balance Fee Varies*

**The Account Balance Fee covers various expenses incurred by PNC for servicing deposit accounts. The Account Balance Fee will appear in the Analyzed Charges section of your monthly analysis statement and is assessed monthly on the average ledger balance in the account (per \$100) and may be offset by Earnings Credit. The Account Balance Fee is variable and subject to change without notice. Questions? Contact your PNC Business Banker.*

MMDA Sweep Monthly Maintenance Fee \$30.00

A convenient way for excess balances in your account to earn a competitive rate of interest while maintaining the security of FDIC insurance to the maximum permitted by law. For current rates, call 1-877-BUS-BNKG (1-877-287-2654).

ANALYSIS BUSINESS CHECKING WITH INTEREST

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$25.00

Monthly Transaction Fees

Deposit Ticket \$0.95 per ticket
 Check Paid \$0.25 per check
 ACH Credit/Debit Received \$0.20 per item
 Item Deposited \$0.20 per item
 Cash Deposited Over-the-Counter \$0.20 per \$100

Balance Earns Interest

This account offers a variable interest rate which is subject to change without notice. Please call 1-877-BUS-BNKG (1-877-287-2654) for current interest rate, APY and non-promotional balance tier information. An Earnings Credit does not apply.

BUSINESS INTEREST CHECKING

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$25.00

No monthly account maintenance fee for the first three months after your account is opened

No Monthly Account Maintenance Fee if you do the following:

- Maintain \$5,000 average monthly collected balance in this account

Monthly Transactions at no charge 150

Based on the aggregated volume of deposits, deposited items, paid items, and ACH credits and debits received

- Fee for each additional transaction over 150 \$0.50

Monthly Cash Deposit Volume at no charge \$5,000

For cash deposited over-the-counter, in the night depository or via Quick Deposit

- Fee for additional cash deposited over \$5,000 \$0.25 per \$100

Balance Earns Interest

This account offers a variable interest rate which is subject to change without notice. Please call 1-877-BUS-BNKG (1-877-287-2654) for current interest rate, APY and non-promotional balance tier information. An Earnings Credit does not apply.

TREASURY ENTERPRISE PLAN

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$50.00

No monthly account maintenance fee for the first three months if your account is opened on or after 02/01/2019.

No Monthly Account Maintenance Fee if you meet the following:

- Maintain \$30,000 average combined monthly collected balance in all checking accounts⁴ within your Treasury Enterprise Plan (including Beneficiary Accounts).

Monthly Transactions⁴ at no charge 2,500

Based on the aggregated volume of deposits, deposited items, paid items, and ACH credits and debits received

- Fee for each additional transaction over 2,500 \$0.50

Monthly Cash Deposit Volume⁴ at no charge \$50,000

For cash deposited over-the-counter, in the night depository or via Quick Deposit

- Fee for additional cash deposited over \$50,000 \$0.25 per \$100

Earnings Credit

A standard Treasury Management Earnings Credit is applied only to the average monthly collected balances in excess of \$125,000 to reduce or offset certain transaction fees. For current rates, call 1-800-669-1518.

Beneficiary Checking Accounts – Treasury Enterprise Plan:

The Monthly Account Maintenance Fee will be waived on up to four beneficiary checking accounts. You have the option to add more than four beneficiary accounts for an additional \$10.00 Monthly Account Maintenance Fee for each beneficiary account over four. The monthly average collected balance, transaction, and cash deposited volumes are aggregated for the master and all beneficiary accounts to determine Earnings Credit, Master Monthly Account Maintenance Fee, transaction and cash deposit fee amounts.

INVESTMENT OPTIONS

Option 1:

Treasury Enterprise Plan – Premium Business Money Market Account⁵

- Includes same transaction features as Premium Business Money Market
- No Monthly Account Maintenance Fee

The variable rate on your Premium Business Money Market deposit account is subject to change without notice. For current interest rate, APY and non-promotional balance tier information, call 1-877-BUS-BNKG (1-877-287-2654).

Option 2:

Treasury Enterprise Plan – MMDA Sweep Account⁶

- Balances swept from your Treasury Enterprise Plan account will earn interest in a money market account while maintaining the security of FDIC insurance to the maximum permitted by law.
- No additional Monthly Account Maintenance Fee

The interest rate is the same across all balance tiers. For current interest rates, call 1-877-BUS-BNKG (1-877-287-2654).

IOLTA / IOTA / COLTAF

Minimum Deposit to Open \$0.00

IOLTA (Interest on Lawyer's Trust Account), IOTA (Interest on Trust Account) and COLTAF (Colorado Lawyer Trust Account Foundation) Trust Accounts are used by attorneys or law firms who maintain escrow funds for multiple clients. The interest earned, less service fees, is forwarded to the state IOLTA/IOTA/COLTAF board to support legal aid, legal education for the public, and other activities that improve the quality of justice.

Monthly Account Maintenance Fee No charge

Charges for the use of products and services in support of managing this account, which are not reasonable service charges according to your state's rules and regulations, will be the responsibility of the firm or company handling the account. Charges will be assessed on a monthly analysis statement or charged to the firm or company's billing account.

PREMIUM BUSINESS MONEY MARKET

Minimum Deposit to Open \$100.00

Monthly Account Maintenance Fee \$12.00

No Monthly Account Maintenance Fee if you do the following:

- Maintain \$2,500 average monthly collected balance in this account

Monthly Transaction Fees

Checks Paid at no charge 6

- Fee for each additional check paid over 6 \$25.00

ACH Credit/Debit Received \$0.20 per item

Items Deposited at no charge 30

- Fee for each additional item deposited over 30 \$0.50

Monthly Cash Deposit Volume at no charge \$5,000

- Fee for additional cash deposited over \$5,000 \$0.40 per \$100

Balance Earns Interest

This account offers a variable interest rate which is subject to change without notice. Please call 1-877-BUS-BNKG (1-877-287-2654) for current interest rate, APY and non-promotional balance tier information.

Account Linking and Information Sharing: Important Notice to All Products Included Here

When you link accounts with other accounts, any account owner on any linked accounts may have access to limited information about any of the linked accounts. This is true even if they are not a signer on the linked account; also, any signer added later to one of the linked accounts will be able to see the limited information. The limited information that may be available includes the existence of the account and information to determine if the criteria for fee waiver benefits has been met, such as: the balance of the account, the total dollar amount of PNC Merchant Services deposits processed per monthly statement cycle and the total dollar amount of eligible monthly PNC business credit card(s) purchases.

DEBIT CARD DAILY LIMITS

PNC Bank Visa® Business Debit Card Daily Limits

ATM Withdrawal \$0
 Deposit Only Debit Cards \$0
 All other Business Debit Cards \$1,000
 PIN Purchase Transaction (all Business Debit Cards) \$2,000
 Non-PIN Purchase Transaction (all Business Debit Cards) \$10,000

ATM TRANSACTION FEES

ATM transaction fees are assessed per withdrawal, deposit, transfer or balance inquiry. Please note that not all ATMs accept deposits.

ATM Transaction Fee at PNC Bank ATMs No charge

ATM Transaction Fee at non-PNC Bank ATMs:

In the United States, Canada, Puerto Rico and the U.S. Virgin Islands:

Business Checking, Business Interest Checking and Premium Business Money Market \$3.00 each
 All other accounts No charge

In all other countries

Business Checking, Business Interest Checking and Premium Business Money Market \$5.00 each
 All other accounts No charge

Number of Reimbursements for non-PNC Bank ATM Fees⁶

Business Checking and Business Interest Checking	2 per statement period
<i>The fee for the first two domestic or international non-PNC ATM transactions made during the statement period will be reimbursed to your account at the end of the statement period. If your account is closed before the end of the statement period, fees will not be reimbursed. Fees in excess of two per statement period will not be reimbursed.</i>	
Business Checking Plus, Treasury Enterprise Plan, Analysis Business Checking and Analysis Business Checking with Interest	No charge
Premium Business Money Market	Not reimbursed
Other Financial Institutions' ATM Surcharge Fees	Not reimbursed

CASH SERVICES AND SUPPLIES

Over-the-Counter Cash Furnished

Business Checking Plus	
\$30,000 or less	No charge
Over \$30,000	\$2.50 per \$1,000
All other accounts	\$2.50 per \$1,000

Over-the-Counter Coin Furnished

Business Checking Plus	
100 rolls or less	No charge
Over 100 rolls	\$0.15 per roll
All other accounts	\$0.15 per roll

Bulk Currency Furnished \$2.50 per \$1,000

Currency Straps

Business Checking Plus	No charge
All other accounts	\$2.75 per box

Currency Envelopes

Business Checking Plus	No charge
All other accounts	\$8.50 per box

Coin Wrappers

Business Checking Plus	No charge
All other accounts	\$2.75 per box

ADDITIONAL FEATURES

Night Drop Bag Processing

All accounts	\$3.00 per bag
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Online Banking Statement No charge

Paper Statement (Check Safekeeping)

Check images are retained by PNC.

No paper statement fee for Memorial/Catastrophic accounts. To receive this benefit, please contact PNC at 1-877-BUS-BNKG (1-877-287-2654).

Treasury Enterprise Plan and IOLTA	No charge
All other accounts	\$2.00 per month

Paper Statement with Check Images

Paper statement with images (both front and back side) of available canceled checks or replacement checks. Canceled checks are not returned. Fee is charged monthly, even if there are no canceled checks that month.

Treasury Enterprise Plan and IOLTA	No charge
All other accounts	\$3.00 per month

PNC offers reformatted statements to customers with visual impairments for no additional monthly fee. If you need such an accommodation, please contact PNC at 1-877-BUS-BNKG (1-877-287-2654).

See "Additional Services and Options" for other services and related charges.

FOOTNOTES:

- 1 A maximum of 10 eligible accounts may be linked to a business checking account in each of the business checking, money market, business credit card and merchant services categories. Each eligible account may only be linked to one business checking account. Some accounts may not be eligible to be linked based on titling structure, product type or other constraints. Subject to credit approval.
- 2 PNC linked business credit card eligible purchases are purchases of goods or services made by you or your authorized user with an eligible linked business credit card account and includes balance transfers and convenience checks that are not subject to the cash advance rate. Eligible purchases do not include interest, fees and charges assessed to the business credit card account, cash advance transactions (including convenience checks that are subject to the cash advance rate), and purchases made at merchants with gambling or gaming merchant category codes
- 3 A qualifying PNC Merchant Services processing deposit is an electronic deposit made by PNC Merchant Services directly into this checking account. Transfers made from one account to another or processing deposits from other merchant services sources are not eligible to meet this requirement.
- 4 Monthly average collected balance, transaction and cash deposited volumes from this account and additional accounts are aggregated for the master and beneficiary accounts to determine Earnings Credit, Master Monthly Account Maintenance Fee, transaction and cash deposited fee amounts.
- 5 If either the Treasury Enterprise Plan Master account or the Master Money Market account is closed, PNC may remove the Plan benefits on any remaining accounts. Accounts that remain at a zero balance for 90 days or more may be closed by PNC.
- 6 In the event PNC determines that there has been fraudulent or excessive ATM usage on the account, PNC is not obligated to reimburse any related surcharge fees, and any related reimbursements must be repaid. Surcharge fees not identified within the transaction by the originating financial institution may not be reimbursed.

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BUSINESS CHECKING ACCOUNTS AND RELATED CHARGES— ADDITIONAL SERVICES AND OPTIONS

ELECTRONIC BANKING SERVICES

PNC Bank Online Banking	No charge ¹
Bill Pay for Business	No charge ¹
QuickBooks® (per relationship)	\$15.00 per month
<i>There is no additional charge for using bill pay services within QuickBooks.</i>	
Quicken® (per relationship)	\$2.00 per month
<i>There is no additional charge for using bill pay services within Quicken.</i>	

COMMONLY USED SERVICES

ACH Addenda Record Received/Originated	\$0.02 each
Audit Confirmations	
Automated Confirmation	\$20.00 each
Manual Confirmation	\$30.00 each
Banking Card Services	
Debit Card Cash Advance Fee	
At a PNC Bank branch	\$3.00 each
At other institutions that accept Visa	\$5.00 each
International Purchases Fee	3% of amount
Card Replacement Fee	\$7.50 each
Expedited Card Delivery Fee	\$25.00
Cashier's Check	\$15.00
Collection Fee	\$32.50 each
Counter Check²	\$1.50 each
Credit Inquiries²	\$30.00 each
Credit Investigations	\$40.00 each
Deposit Correction Fee	\$6.00 each
Early Account Closure Fee	\$25.00
<i>Fee assessed if the account is closed within 180 days of opening.</i>	
Legal Process Charge	\$100.00
<i>Fee if funds from the account are frozen or seized under orders. PNC's actual attorney fees and court costs, when applicable, are added.</i>	
Night Drop Bag Processing Fee	\$3.00 per bag
Non-Client/PNC and Non-PNC Checks Cashed	\$10.00 each
<i>Fee applies to business customers that elect to pay this fee on behalf of non-client payees. A PNC Check Cashing Agreement is required.</i>	
Non-Client Check Cashing Fee	
<i>This fee will be charged to the payee when cashing a check if the payee does not have a PNC Bank checking, savings, money market, certificate of deposit account (CD) or retirement money market or CD. Customers with a PNC consumer checking, savings, money market, certificate of deposit (CD) or retirement money market or CD account are not charged this fee.</i>	
For check amounts of \$25 or less	No charge
For check amounts greater than \$25	2% of the check amount (\$2.00 minimum)

Overdraft Services

Overdraft Item and Returned Item Fee	\$36.00 per item
<i>An Overdraft Item fee is charged when the item is paid. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.</i>	
<i>A Returned Item (also known as Non-Sufficient Funds or NSF) fee is charged when the item is returned unpaid.</i>	

Maximum Number of Overdraft and Returned Item Fees 4 per day

Overdraft Balance Threshold \$5.00
If the account is overdrawn by \$5.00 or less after all transactions are posted for the day, any overdraft item fees are automatically refunded.

Overdraft Protection Set-Up Fee No charge

Overdraft Protection Transfer Fee No charge
Fee for the transfer of funds from a checking, money market,³ credit card or line of credit to cover an overdraft.

PNC Express Funds 2% of the check amount
over \$100; \$2.00 fee for
each check amount from
\$25 to \$100

PNC Express Funds provides an option for immediate availability on approved checks deposited through Branch Banking, a PNC ATM, or Mobile Banking, subject to cut off times. (For more information about cut off times, please review our Funds Availability Policy for Business Accounts.) PNC Express Funds is not eligible for check amounts less than \$25.

Remote Deposit Services

See remote deposit service agreement.

Return Item Services

Return of Deposited/Cashed Items \$15.00 each

Redeposited Items

Business Checking Plus
 No charge || All other checking | \$5.00 |

Other Services

Customer Buy Back	\$5.00 each
Extra Advice	\$3.00 each
Maker Information	\$0.30 each
Phone Call Required	\$6.00 each
Photocopies	\$4.00 each
Special Fax	\$4.50 each
Special Notice	\$1.00 each
Store Number Information	\$0.30 each

Stop Payment

Checks, electronic transfers, preauthorized debits and recurring preauthorized payments through Visa® Debit Card³ \$33.00

STATEMENT OPTIONS

Online, Paper or Check Image Statements

For pricing on these statement options, please refer to the Additional Fees section following the checking and money market fee schedules

PNC offers reformatted statements to customers with visual impairments at no charge. If you need such an accommodation, please contact PNC at 1-877-BUS-BNKG (1-877-287-2654).

Dual Statement Delivery \$3.00 per month
Fee for both online and paper statements

ATM Statements (available at select ATMs)

Mini Statement at PNC Bank ATMs

Business Checking and Business Checking Plus	\$1.50 each
All other accounts	No charge

Statements at Non-PNC Bank ATMs

Business Checking and Business Checking Plus	\$2.50 each
All other accounts.....	No charge

Printed Analysis Statement..... \$2.00 per month

Applicable only to Analysis Business Checking, Analysis Business Checking with Interest and Treasury Enterprise Plan. Statement can be viewed online via PINACLE or PINACLE Express at no charge.

Additional Statement Options

Interim (snapshot) or Request Statement	\$10.00 each
Additional Cutoff Statement	\$10.00 each
Additional Checking Statement Copy	\$10.00 each

IMAGE, PHOTOCOPY AND RESEARCH SERVICES**Self-Service Requests through Online Banking**

View, print and save digital images from your current and 2 most recent statement cycles. Currently, deposits made at ATMs are not imaged for online viewing, but you may request copies of these items to be mailed or faxed to you. Note that any fee is charged per view, so be sure to save or print the item, if needed.

For checks, substitute checks, deposit tickets and

Deposit Ticket Detail Lists.....	No charge
For items not immediately available within Online Banking	\$1.00 per item
<i>No charge for the first 3 items per statement period with Paper Statements</i>	
For items within a Deposit Ticket Detail List.....	\$3.00 per item

Self-Service Requests through Online Banking

to Mail or Fax Items..... \$5.00 per item

Self-Service Requests by Automated Telephone

to Mail or Fax Copies of Paid Checks

No charge for the first 3 items per statement period with Paper Statements

Staff-Assisted Requests

Fee for assistance from a Branch or Telephone Customer Service Representative to mail, fax or hand copies to you

Photocopy Requests

Statement.....	\$10.00 per item
Deposit	\$8.00 per item
Check.....	\$5.00 per item

Photocopy Reconstruction

Statement per event.....	\$10.00
Statement per item	\$2.25
Deposit per event	\$7.50
Deposit per item.....	\$2.25

WIRE TRANSFERS**Branch Initiated****Outgoing**

Book Transfer.....	\$70.00 each
Domestic	\$90.00 each
International	
Same Currency.....	\$125.00 each
Cross Currency.....	\$110.00 each

Incoming

Book Transfer.....	\$5.00 each
Fed Wire	\$13.00 each
International.....	\$20.00 each

Wire Investigations

Wire Transfer Manual Repair

Wire Copies..... \$20.00 each

Client Requested Canceled Wire..... \$15.00 each

OTHER INTERNATIONAL SERVICES

Collections (\$100 USD minimum amount)..... \$25.00 per item

Incidental costs for postage, insurance, delivery charges, correspondent bank charges and exceptional expenses, if applicable, and any other costs imposed on PNC are added.

International Deposited Item**Same Currency International Cash Letter Item Deposited**

U.S. currency drawn on a foreign bank..... \$30.00

Cross Currency International Cash Letter Item Deposited

Foreign currency drawn on a foreign bank..... \$30.00

Returned International Item

FOOTNOTES:

- 1 There may be fees for certain optional services available through PNC Online Banking and Bill Pay.
- 2 This fee will be directly charged to your account. An earnings credit cannot be used to offset this charge.
- 3 You may not make more than a total of six (6) transfers each statement cycle from a savings or money market account to other accounts (including transfers to another account for overdraft protection) or to third parties by check, through point-of-sale purchase transactions or similar debit card transactions, by pre-authorized or automatic agreements, telephone, online or similar order payable to a third person. See your account agreement for more information. Other limits may apply to your account. We reserve the right to suspend enforcement of these transaction limitations, at our discretion.

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ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Account Agreement for Business Accounts (“Agreement”) apply to all PNC Bank business accounts. You have agreed by signing the signature card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Unlawful Internet Gambling Enforcement Act of 2006 prohibiting unlawful internet gambling activities, the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control (OFAC). You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms “you” and “your” refer to your business or its authorized representative; “we”, “our,” and “Bank” refer to PNC Bank. The term “Account(s)” refers to your PNC Bank business deposit account(s).

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 28-30.

DEPOSITS TO YOUR ACCOUNT

You may make deposits in any amount to your Account during normal business hours at any PNC Bank branch or by mail. Please use the preprinted deposit slips provided to you. If the service is available for business accounts in your market, you may also make deposits by automatic transfers from other accounts, by telephone transfer, or at an automated teller machine (ATM) that accepts PNC Bank deposits.

The law allows us to supply a missing endorsement to a deposited check, draft or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, is payable to someone other than you or, in our sole discretion, falls under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document that evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of “final payment” from the bank or other party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned “insufficient funds” or “account closed,” or if an item is returned after final payment, we will charge your Account for the amount of the item, for any interest carried on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a Bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service charge for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy document, which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection.

If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement. If we credit your Account for an ACH entry or for any other fund transfer or payment order (“fund transfer”), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we routinely rely on the account numbers given to us by the financial institutions or other persons who send the fund transfer to us. We will have no duty to determine if the account numbers provided to us are consistent with the name or other information given to us, and we will not be liable to you if we credit a fund transfer intended for you to another customer’s account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time. All deposits and credits to your Account, including wire transfers and other electronic payments, are subject to review for compliance with applicable law, including regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your Account.

We automatically redeposit returned items under \$100.00.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Bank-provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our expressed written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a “substitute check document”). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a “reconverting bank” or “truncating bank” on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

REMOTELY CREATED CHECKS

If you deposit a “remotely created check” with us you represent and warrant to us that the check is authorized to be paid in the amount stated on the check and to the payee named on the check. A “remotely created check” is a check that you are authorized to create and present for payment by an authorized signer on the Account on which the check is drawn, and which does not bear the signature of an authorized signer on that Account, and it includes checks that are defined in applicable law as “remotely created checks.” In addition to the foregoing, we may honor “remotely created checks” authorized by you in the amount stated on the check and to the payee named on the check.

You agree to indemnify us for any loss that we may incur directly or indirectly from your deposit of a “remotely created check” in violation of the terms set forth in this paragraph. You further agree that all of the terms in this Agreement and under applicable law that apply to a “check” and/or “item” apply to “remotely created checks,” including without limitation substitute checks created from “remotely created checks” and check images of “remotely created checks,” except that “remotely created checks” will not be signed by an authorized signer on the Account on which the check is drawn.

WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your Account in different ways, as permitted for each type of Account.

We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal. Checks or other debit items, such as ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers, other electronic transfers, other types of debits or withdrawal orders presented against insufficient ledger or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) to pay some but not all of the items, and (ii) to pay the items in any order.

Our general practice is to first add deposits (credits) to your Account, and then subtract withdrawals (debits) from your Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. We receive notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If we do not have information that allows us to determine the exact time notice of a transaction was received, we may assign an approximated time to that transaction.

Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time we receive notice of a transaction may differ from the time shown on a receipt.

The order in which we process these withdrawals may affect the total amount of overdraft item fees and returned item fees charged to your Account. We will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which we process withdrawals. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account an interest charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions. If you do not deposit sufficient funds to bring your Account current within a reasonable time of incurring an overdraft, then we may charge you a fee for services used to recover the outstanding indebtedness.

In determining whether you have sufficient funds in your Account to pay checks and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted that day to your Account, and (2) all pending electronic transactions (including, but not limited to, point of sale transactions) for which PNC has received notice, even if those transactions have not yet posted to your Account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your Account to cover a withdrawal even if the notice incorrectly describes the transaction. This could result in an overdraft if sufficient funds are not available in your Account to pay all checks and other withdrawal items. Pending electronic transactions include (but are not limited to) purchases, transfers or withdrawals made with your Visa® Debit Card or Banking Card, merchant payment authorizations, online transfers of funds, telephone transfers and any other electronic transactions or transfers. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from this method of determining whether you have sufficient funds to pay all checks and other withdrawal items. If your Account is a Sweep or a Zero Balance Account, we will not consider pending electronic transactions in determining whether you have sufficient funds to cover a withdrawal. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Funds Availability Policy for more information.

We strongly suggest that you date checks with a current date. WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, ARE STALE DATED (OLDER THAN SIX (6) MONTHS) OR DO NOT BEAR A DATE. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of the Agreement). You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our Electronic Funds Transfer Disclosure, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us. Our duty is to use ordinary care in examining checks when they are presented to us for payment. UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

If you (a) have specified that some or all of your checks must be signed by one person, (b) have specified that authorized signers for checks in one category or amount are different than checks in another category or amount or (c) use checks that require multiple signatures, you agree that those restrictions are for your internal use only and do not bind us, even if you have made us aware of them in a resolution, a certificate or any other manner.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

If you request a large cash withdrawal at a branch office, we may require advance notification to ensure an adequate supply of cash is available at the branch.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another financial institution. A determination of your Account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree to the following:

- It is impossible for us to determine whether or not a facsimile signature is genuine.
- We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or if the facsimile signature is counterfeit.
- You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

PAYMENT OF OVERDRAFTS FOR CARD TRANSACTIONS

We will exercise our discretion in allowing you to complete a card transaction that may cause an overdraft to your checking or money market account when using your PNC Bank Visa Debit Card or PNC Bank Banking Card at PNC Bank ATMs, at non-PNC ATMs, and for merchant purchases. At PNC Bank ATMs, we give you the choice to cancel the transaction if it would cause an overdraft. We are not able to provide you this choice when using a non-PNC Bank ATM or when making purchases.

If you would prefer that we not allow overdrafts for card transactions at the ATM or merchant, you must contact us and request that we not allow such overdrafts. If you do so, we will decline transactions if your available funds are not sufficient to cover them. We may not be able to prevent all overdrafts (reasons include, but are not limited to, (1) because transactions are not always received and processed in the same order in which you complete them; or (2) a merchant may not submit a transaction for authorization because it is a small dollar amount).

TRANSACTION LIMITATIONS

If you have a Money Market Deposit Account, we reserve the right to require that you give us notice in writing of an intended withdrawal from your Account not less than seven (7) days before such withdrawal is to be made. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice prior to subsequent withdrawals.

You may make unlimited withdrawals or transfers by mail, by ATM (if available) or in person from Money Market Deposit Accounts. You may not, however, make more than a total of six (6) transfers during each statement cycle to other accounts (including transfers to another account for overdraft protection) or to third parties when these are made by point of sale transactions or similar debit card transactions, by preauthorized or automatic agreement, by telephone transfer, by check, by debit card or by similar order payable to a third person.

We reserve the right to prevent transfers that exceed the above limits or to monitor these transactions after they occur. When we observe that the number of transactions exceeds the above limits, we will contact you for corrective action. If excessive transactions continue to occur, or if the number of transactions shows little attempt to stay within the limitations, we reserve the right to close your Account or convert it to an Account without transfer limitations. We reserve the right to suspend enforcement of these transaction limitations, at our discretion.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks or other cash equivalent items. We must receive your stop payment order at a time and in a manner that give us a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to our current charge for that service.

You may place a stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement or by any other notice method we agree to honor.

We will request information about the check or other withdrawal order to be stopped:

- Account number
- Amount
- Check number
- Name of party to be paid
- Date
- Your name and address

STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

You may also stop payment on any Visa recurring preauthorized payment originated by use of your Business Visa Debit Card. These Visa stop payment orders must be made at least three (3) business days prior to the scheduled posting date of the transaction and shall be effective for two (2) years from the date the order is received. At least one (1) transaction must have previously posted.

Visa stop payment orders are subject to our current charge for that service.

You may place a Visa stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement or by any other notice method we have agreed to.

We will request information about the Visa recurring preauthorized payment to be stopped:

- Account number
- Your name and phone number
- Payment Amount
- Merchant name
- Frequency of payment
- Date merchant was contacted to resolve

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting bank, returning bank, Reserve Bank or processor that subsequently receives the original check) to create an electronic image ("check image") of the original check and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image. A check image or a substitute check may be collected through one or more check clearinghouses, through one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank, or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Bank in the check deposit,

collection or return process shall be considered a “check” and/or an “item” for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as “check” or “item” under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and our agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

LIMITATION ON HIGH-SPEED CASH LETTERS

When depositing a paper check cash letter for high-speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions, and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high-speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter, in the manner specified by us to you from time to time, that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

INTEREST

The following provisions apply to interest-bearing business accounts. Interest will be calculated on your interest-bearing Account and credited directly to your Account as set forth in the section titled Interest Payment and Balance Computation. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which interest is calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any manner required or permitted by law. If you desire current interest rate and annual percentage yield information, visit any branch office or call your PNC Bank representative or the number shown on your statement.

We reserve the right to calculate interest for those interest-bearing Accounts that are used for business or other non-personal purposes, in a manner different from those interest-bearing Accounts that are used for personal, household or family purposes. We must report interest on certain non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the interest earned on your Account, as required by law. You may also be subject to government penalties.

FEATURES OF CERTAIN ACCOUNTS

Non-Interest Checking accounts each consist of two sub-accounts: a checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which each earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed to pay withdrawals. We reserve the right to require at least seven (7) days written notice prior to the withdrawal or transfer of any funds from a

money market sub-account.

On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

SPECIAL NOTICE FOR HOLDERS OF ATTORNEY TRUST ACCOUNTS REGARDING COMPLIANCE WITH STATE RULES

We offer accounts for use by attorneys to hold client funds, sometimes called “Attorney Trust Accounts” or “IOLTA” accounts (designations vary by state). If you have such an account with us, you acknowledge that you are bound by your state’s rules and regulations governing attorneys’ conduct with respect to such accounts, and you agree that it is your responsibility, or your firm’s responsibility, to comply with those rules including, without limitation, any restrictions on the types of transactions that attorneys may conduct in these accounts. You further agree to release, hold harmless and indemnify us from any liability or claims made relating to any alleged violation of those rules.

We are allowed to deduct certain routine service charges (referred to as “reasonable service charges” in some, but not all, states) from the interest paid to your state on an Attorney Trust Account. The types of charges we may deduct from interest varies by state. Charges for the use of products and services in support of managing Attorney Trust Accounts, which are not reasonable service charges according to your state’s rules and regulations, will be the responsibility of the attorney or law firm handling the Account. Charges will be assessed on a monthly analysis statement or charged to the attorney’s or law firm’s billing account. Charges are set out in the business fee schedule, statement or other disclosure we provide to you.

STATEMENTS

We will make available or send a monthly statement to the last address that you have specified for your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. IF YOU FAIL TO NOTIFY US, WITHIN 14 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT, OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, WE SHALL HAVE NO LIABILITY TO YOU FOR ANY ADDITIONAL LOSS INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF INTEREST RESULTING FROM YOUR FAILURE TO NOTIFY US. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 90 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

INACTIVE ACCOUNTS

If your Account is inactive and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as “abandoned property” to the appropriate state authority. If your Account is

inactive for six (6) or more months, we reserve the right to impose an inactivity charge on your Account. You also agree that if your Account is inactive for six (6) or more months, it will be subject to any new fees or fee increases that go into effect during the period of inactivity.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

We may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS; DISPUTING REPORTED INFORMATION

If you have sole proprietor account(s), we may report information regarding your Account to credit bureau(s).

If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to ChexSystems or Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to ChexSystems or Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

- PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233
- Chex Systems, Inc., 7805 Hudson Road, Suite 100, Woodbury, MN 55125, or faxing it to: 602-659-2197
- Early Warning Services, LLC Attn: Consumer Services, 16552 North 90th Street, Suite 100, Scottsdale, AZ, 85260 or faxing it to: 480-656-6850.

Your correspondence should include the following information:

- Your name, address and Social Security number
- Your account number
- The information being reported that you believe is inaccurate or incomplete
- Any support document, such as account statement, letters, etc.
- A copy of the ChexSystems or Early Warning Services report, if available

MONEY OWED

Except to the extent otherwise agreed by you in writing, any loans, charges, service or analysis charges; overdraft or other obligations; or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name to pay all loans, charges, service or analysis charges; overdrafts or other obligations; or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights, even though we may enter the set off on our books at a later date.

Our security interest and right of set off shall prevail and take priority over any adverse 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.

CHANGE IN ACCOUNT INFORMATION

You must notify us immediately of any change in the officers, beneficial owners or controlling parties of your business or those who have signing authority for your Account. Failure to promptly notify us may result in the closure of your Account. We may ask you to execute and deliver to us new account resolutions, a new Certification Regarding

Beneficial Owners of Legal Entity Customers and/or new signature cards (a/k/a "Account Registration and Agreement") before the change is made effective. You should also notify us in writing of any change in your address.

TRANSFER OF OWNERSHIP

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your 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 Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

DEATH OF SOLE PROPRIETOR

Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

CHARGES TO YOUR ACCOUNT

Your Account may be subject to various charges, including but not limited to, item charges, a monthly service charge, charges for the use of certain Account services and late payment charges as set out in the business fee schedule, statement or other fee disclosure we provide to you, which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your Account are attached, garnished or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check-cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your PNC Bank representative to learn the amount of the fee.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

CLOSING YOUR ACCOUNT

You or the Bank may close your Account at any time. We may ask that you provide your request to close your Account in writing. If we close the Account, we will mail you a check for the final balance. If you close the Account, you will still be responsible for any outstanding checks written, or service charges or overdrafts incurred, before, during or after the time you closed the Account. We are not required to close the Account at your request until all known authorized or outstanding items (including checks and ATM, point-of-sale, ACH and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the Account) have been resolved. Any items presented for payment after an Account has been closed will be returned to the payee, and you will be liable for any associated charges. Any additional deposits or electronic credits (including Social Security, pension payments and automatic payroll deposits) will be returned to the originator.

AFFILIATE SHARING; CO-OPERATION; CALL RECORDING; AND CONSENT FOR SERVICE CALLS

To serve our customers efficiently and offer a full range of financial services, we

share customer transaction and experience information among our PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements and credit reports. You may request that we do not share this other personal information (except where such information is used by one PNC Bank company to service customer accounts for another) by writing to us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include the name under which your Account has been opened, your name, your address, the account number(s) and your social security number or tax ID number. We also share customer information as permitted or required by law.

You agree to cooperate with us in any record keeping and reporting that we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your Account.

Important Information about Phone Calls: By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) or business accounts for which you are a contact, with PNC 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 leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us.

DISCLOSURE STATEMENTS

In connection with your Account, we may give to 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 part of this Agreement.

OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. **NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.**

OTHER SERVICES

If you use other PNC Bank services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

AMENDMENT, WAIVER

We reserve the right to amend this Agreement (including the right to add new provisions and to convert your Account from one product to another) and to change charges, fees and the manner in which we calculate 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 the 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. If this is an Account with multiple authorized signers, then notice of an amendment provided to one authorized signer shall be deemed to be notice to all authorized signers. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended. 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 Bank officer, and it 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 when we have actually received it at the designated address and have a reasonable opportunity to act upon it. If applicable state law enables an account holder to modify the terms of an account and/or distribution of funds in an account by providing written notice to PNC, that written notice must be notarized and sent to the following required address: PNC Bank PO 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. PNC reserves the right to require the account to be closed if you wish to modify the terms, the ownership and/or nature of the account. Any written notice that we give to you is effective (1) when it is mailed to you at the address on file for your statement, or (2) if you have opted to receive online statements in electronic form, when it is posted on PNC's secure Online Banking web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.)

SEVERABILITY

Except as may be otherwise provided in the Arbitration Provision below, 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 court to be invalid or unenforceable will continue in full force and effect.

WAIVER OF JURY TRIAL

YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

GOVERNING LAW

Except as may be otherwise provided in the Arbitration Provision below, this Agreement is governed by the laws and regulations of the state in which the branch or retail office where you opened your Account is located, without regard to such state's choice of law or conflict of law principles. If your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, and PNC has a branch or retail office in your state of residence at the time your Account is opened, this Agreement is governed by the laws and regulations of your state of residence when your 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 Account is opened, and your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, or in person by a PNC representative outside of a branch, then you agree that (i) this 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 Account which is located in Pennsylvania, (iii) our agreement to open this Account, and all decisions we make now and in the future concerning or affecting this

Account, occur in Pennsylvania. This Agreement and your 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 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.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS

Call us at 1-877-BUS-BNKG (1-877-287-2654). For Our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

INTEREST PAYMENT AND BALANCE COMPUTATION

At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you.

For all interest-bearing accounts except for Corporate Analysis Checking with Interest, we use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance.

Interest begins to accrue on interest-bearing checking accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Interest begins to accrue on money market deposit accounts based on the day funds are available to you for withdrawal. Interest on business interest-bearing checking and money market accounts is compounded monthly and credited monthly. Interest is credited on the last day of the monthly statement cycle. If you close your Account before interest is credited, you will not receive the accrued interest (excludes Muni-Plus Sweep, IOLTA and Client Account Management Service accounts).

Unless stated otherwise, the term "month" means monthly statement cycle.

The average monthly balance is calculated by adding the principal in your account for each day of the month and dividing that figure by the number of days in the month.

For Corporate Analysis Checking with Interest, we will use the average monthly investable balance (i.e. the average collected balance less reserves, if applicable) to calculate earnings credit and interest on your account. We will perform a monthly analysis on your account(s) with us to determine if your average monthly investable balance for the month is sufficient, as determined solely by us, to compensate us for that month's fees. Balances used to compensate us for fees shall not earn interest. We will then apply a daily periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. Interest is earned on the excess account balance at the interest rate in effect on the last calendar day of the month. Interest rates are subject to change at any time and may be tiered. The earnings credit rate and the interest rate may not be the same. Any interest earned will be credited to your account no later than the last business day of the month following the month of the analysis.

For accounts linked together for account analysis, interest is earned on the combined relationship's excess account balance at the interest rate in effect for the appropriate balance tier on the last calendar day of the month and will be credited to the settlement account.

If your analysis relationship includes balances that are owned by more than one company, you are solely responsible to determine whether (1) all of the account balances may lawfully earn interest and (2) any interest payments need to be allocated to the companies included in the analysis relationship.

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 PNC Bank business deposit account or accounts with us and the features and services provided in connection with it or them including PNC Bank business certificate of deposit accounts.

“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 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 your business address is 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, 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, or any particular remedy for a Claim, then the parties’ Arbitration Provision (except for this sentence and the next) shall be null and void with respect to such Claim or remedy, 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 Claim for 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 individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

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 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 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.

PNC BANK BUSINESS CARD AGREEMENT

I. DEFINITIONS

In this Agreement the following words shall have the definitions stated:

- (a) "Account" or "Accounts" will mean each of your commercial or business checking or money market accounts that you have arranged with us to access with your Card. You will not be permitted to access personal or credit card accounts with your Card.
- (b) "ATM" will mean automated teller machine.
- (c) "Card" will mean a Debit Card or Deposit Card.
- (d) "Debit Card" will mean a PNC Bank Business Visa Debit Card that allows deposits, withdrawals, funds transfers between Accounts and balance inquiries at ATMs, as well as purchases at merchants where accepted.
- (e) "Deposit Card" will mean a PNC Bank Deposit Card that provides deposit access to your business checking and/or money market Accounts at ATMs where deposits are accepted. This Card does not permit withdrawals, funds transfers, balance inquiries or merchant purchases.
- (f) "PIN" will mean the confidential personal identification number(s) or other confidential code(s) provided to you by PNC Bank or selected by you for identification purposes in connection with the use of your Card, and may include, where the context requires, the Card number itself.
- (g) "PNC Bank" will mean the PNC depository institution where you established your Account and that issued your Card(s).
- (h) "Transfer" will mean any electronic banking transaction, including deposits made with your Card(s), withdrawals or point-of-sale purchases made electronically with your Debit Card, as well as all transfers resulting from the use of your Debit Card, even if an ATM is not involved at the time of the transaction.
- (i) "You" and "your" will mean your business or its authorized representative.

II. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

- (a) Deposits. You may use your Card at any PNC Bank full-function ATM or at select ATMs owned by other financial institutions bearing the NYCE[®], STARSM and/or PLUS logo to make deposits of up to \$50,000 per calendar day to your accounts.
- (b) Other Transactions. You may use your Debit Card at any ATM bearing any ATM network logo that appears on your Card to do the following:
 - (i) Withdraw cash from your Account(s)
 - (ii) Perform balance inquiries on your Account(s)
 - (iii) Transfer funds between your Account(s)
 - (iv) Make purchases at merchants who have agreed to accept the Card
 - (v) Obtain statements at the ATM

There are maximum limits on the dollar amount of ATM withdrawals and purchases you may make using your Debit Card in any calendar day.

The amounts of these maximum limits will be disclosed to you when your Debit Card is issued. You may be able to withdraw cash using your Debit Card only in certain multiples, as indicated at each ATM. Deposits may not be available at all ATMs. Additional charges may be imposed by owners of non-PNC Bank ATMs for use of their ATMs. You may avoid those fees by using only PNC Bank ATMs.

III. LIMITATION OF LIABILITY

- (a) We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to

indemnify, defend and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder. We make no warranties, express or implied, in connection with the services we provide you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose.

In no event will we be liable for any consequential, incidental, special or indirect losses; damages, including dishonor of checks or other items; or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

(b) If your Card is lost/stolen or used by someone other than you, your officers, employees or agents, your liability should be as follows:

(i) Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account to which you have access with your Debit Card, plus your maximum overdraft line of credit. If you tell us promptly after you learn of the loss or theft of your Card, you will not incur any loss or liability if someone used your Debit Card for a Debit Card transaction without your permission.

If your statement shows transfers using your Debit Card for a Debit Card transaction you did not authorize, tell us at once. If you do NOT tell us of unauthorized card transfers using your Debit Card for a Debit Card transaction 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 Debit Card transaction if you had told us in time. However, the above special rules will not apply, to the extent allowed under applicable law, if we have determined you were grossly negligent or fraudulent in the handling of your Debit Card or Account.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the above time periods at our discretion.

(ii) Our business days are Monday through Friday, and do not include legal holidays as posted in the branches.

(iii) If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account using your Debit Card without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

(c) We will issue you the number of PINs that you request. You shall have sole and exclusive responsibility for providing the PINs to those individual(s) whom you authorize to use the Card(s). Subject to the provisions in paragraph III(a) above, we shall have no liability for transactions performed using your Card and a PIN issued to you, regardless of whether you deem such transactions to be authorized or unauthorized.

(d) Any security procedure applicable to the Card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to ensure the confidentiality of the PINs and the security procedures.

(e) We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Cards or PINs by your employees, agents or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

IV. GENERAL PROVISIONS

(a) Your Card may, but need not, be retained by any ATM or merchant in the following circumstances:

- The PIN is wrong after repeated attempts.
- Your Card was reported lost or stolen.
- Your Card was closed for misuse.
- All of your Accounts linked to your Card(s) have been closed.
- Your Card expired or was replaced.
- The machine is not operating properly.

(b) We may refuse to issue a Card to you or to reissue a Card to you if you have previously had one. Each Card issued by us remains our property, is not transferable (other than to your authorized employees) and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your Card must be surrendered to us upon demand. If you attempt to use your Card after it has been canceled or revoked, it will be retained. For your protection, your Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

(c) No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your Debit Card is damaged, has expired, has been canceled or revoked, or is retained for any reason, or your Account(s) has (have) been closed.

(d) Upon receipt of a request for authorization of a transaction made with your Debit Card, you (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in your Account.

(e) You may stop payment on any Visa recurring preauthorized payment originated by use of your Debit Card. These Visa stop payment orders must be made at least three (3) business days prior to the scheduled posting date of the transaction and shall be effective for two (2) years from the date the order was received. At least one (1) transaction must have previously posted.

(f) You may not be able to use your Debit Card to make transactions in the following cases:

(i) Your Account is overdrawn.

(ii) You have reached or your request would exceed the withdrawal or point of sale purchase limits imposed on your Debit Card.

(iii) You exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your Debit Card.

(g) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your Card, or to add new services.

(h) We may, from time to time, limit the type, number and dollar amount of any transfers made by use of a Debit Card, notwithstanding the amount in your Account(s), and terminate or suspend the operation of any or all Cards, ATMs or merchants, without notice.

(i) Where you have authorized any other person to use your Card in any manner, your authorization shall be considered by us to be unlimited in amount and manner. It 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, and we have had a reasonable opportunity to act on such notification including cancellation of your Card and issuance of a replacement Card.

(j) These terms and conditions are subject to the laws and regulations of the state in which the principal place of business of the PNC Bank at which you opened your Account is located and of the United States of America, as amended from time to time and shall be deemed automatically amended to the extent necessary to comply therewith.

- (k) The terms of your Business Account Agreement and account opening resolution with us are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then this Business Card Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions that apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreements between us relating to these services for your Account. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgments and understandings will survive the performance and termination of this Agreement.
- (l) We reserve the right to assign our responsibilities under these terms and conditions or any part of them to any of The PNC Financial Services Group, Inc. affiliates.

For Electronic Funds Transfer transaction disputes:

Call us: 1-877-BUS-BNKG (1-877-287-2654)
For our Deaf and Hard-of-Hearing Customers:
PNC accepts Telecommunications Relay Service (TRS) calls.

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

FUNDS AVAILABILITY POLICY FOR BUSINESS ACCOUNTS

Introducing Our Funds Availability Policy

When you deposit checks and similar items to your PNC Bank account, you expect us to make the funds available for your use as quickly as possible. Our Funds Availability Policy is designed to do just that. Depending on the type of non-cash deposit you make, your funds may be available as quickly as the next business day. Of course, depending on the amount, type and source of your non-cash deposit, there are situations when your deposit will take longer to become available for your use.

Our Funds Availability Policy provides detailed information about when funds you deposit will become available for your use. This policy is in effect for accounts opened in all PNC Bank markets.

Please take a moment to review this Policy. By understanding how we make your deposits of non-cash items available, it will be easier for you to manage your account and realize all the benefits of banking with PNC Bank.

Determining Availability of a Deposit

We determine availability by counting the number of business days from the business day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

If a deposit is received through one of our branch tellers, ATM, mobile device, remote deposit scanner, electronic deposit (i.e. ACH, Zelle®, Real-Time Payments), or by mail before our cut-off time, we will consider that day to be the day of your deposit. However, if a deposit is received after our cut-off time or on a day that is not a business day, we will consider the deposit as being received on the next business day that we are open. With the exception of deposits made at non-PNC ATMs, our cut-off time is 10:00 p.m. ET. The cut-off time for deposits made at non-PNC Bank ATMs is 3:00 p.m. ET.

Further, deposits made through our night depository after 6:00 a.m. ET may be processed on the next business day.

Availability varies depending on the type of deposit and is explained below.

Checks drawn on banks located outside of the United States are not subject to this availability Policy. Please inquire regarding availability at the time you make such deposits.

Initial \$100 of Your Deposit

The initial \$100 of any deposit will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting. The balance of the \$100, if any, will be available on the first business day after the business day of your deposit for all purposes. The remaining balance of your total deposit will be available depending on the type of deposit, as described in the availability provisions for each deposit as otherwise stated in this Policy. *(Please see exception noted in "Special Rules for New PNC High Yield Savings Accounts Opened Online" in this Policy.)*

Same-Day Availability

Funds from the following deposits are available on the same business day as the day of their deposit if received prior to our cut-off time of 10:00 p.m. ET:

- All cash deposits made to a PNC Bank teller and PNC ATMs equipped with currency validation technology
- Checks or money orders drawn on PNC Bank will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting.
- Wire Transfers
- Online Banking Transfers
- Electronic deposits, including but not limited to ACH, Zelle, Real-Time Payments, etc.
- Check deposits approved using PNC Express Funds

Deposits received after our cut-off time of 10:00 p.m. ET, or on a day that is not a business day, may be available for immediate withdrawal; however, we will consider the deposit as

being received on the next business day to pay checks and other items that are presented to us that evening for posting.

Note: Following is our general funds availability policy; however, please refer to our “Large Dollar Deposits” section below for availability of deposits that equal or exceed \$50,000 and to the “Special Rules for New Account Holders” section for availability of deposits for new account holders, and the “Special Rules for New PNC High Yield Savings Accounts Opened Online” section.

Next-Day Availability

If a deposit of checks or money orders is received before the cut-off time on a business day that we are open, funds from your deposit of checks or money orders will be available as follows:

- Checks or money orders drawn on PNC Bank will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting. The remaining funds will be available on the first business day after the business day of your deposit for all purposes.
- All other deposits of checks or money orders will be available on the first business day after the business day of your deposit for all purposes.

Large Dollar Deposits

If your total deposits of checks, excluding the items listed in the “Items Excluded from Large Dollar Deposit Calculation” section later in this Policy, on any one business day, prior to our cut-off time, equal or exceed \$50,000, then the initial \$100 of any deposit will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting, an additional \$125 will be available the first business day after the business day of your deposit for all purposes, and any remaining funds will be available the second business day after the business day of deposit for all purposes. Exceptions to this Large Dollar Deposits availability policy and the \$50,000 deposit threshold may be made at the Bank’s discretion.

As an example, if your total deposit equals or exceeds \$50,000:

2-Day Availability (Eligible deposits of checks or money orders)

Monday	Tuesday	Wednesday
Day of deposit ●	1st business day	2nd business day ●
Check is deposited – initial \$100 available in posting	Additional \$125 is available for all purposes	Deposit is fully available for all purposes

Items Excluded from Large Dollar Deposit Calculation:

- a. Cash;
- b. Wire transfers;
- c. Electronic deposits;
- d. Check deposits approved using PNC Express Funds;
- e. The initial \$100 of any deposit;
- f. Checks and money orders drawn on PNC Bank;
- g. U. S. Treasury checks payable to you;
- h. Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders payable to you;
- i. State and local government checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office;
- j. Non-PNC Bank cashier’s, certified and teller’s checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office.

You are required to separate checks requiring special deposit tickets from other checks you are depositing. If you do not use a special deposit ticket for checks as noted above, or

if you use a special deposit ticket inappropriately, your check deposit will be treated like any other check.

Special Rules for New PNC High Yield Savings Accounts Opened Online

When you open a new High Yield Savings account through PNC Online Banking, we will place an initial hold on the account for a period that will not exceed 5 business days, beginning with the business day on which your online application is completed (or next business day if application completed on a non-business day). Deposits made during this period will not be available during this period for any purpose. When the initial hold is removed from your account, funds from your deposits, including deposits made during the initial hold period, will be available according to the other provisions of this Policy.

Special Rules for New Account Holders

For purposes of this Funds Availability Policy, a “new account holder” is defined as a customer who does not have a PNC Bank checking account that has been open for more than 30 calendar days. If you are a new account holder, the following rules will apply when a deposit is made during the first 30 calendar days your account is open. All deposits not discussed in this section will be available as described elsewhere in this Policy.

- A. Funds from travelers checks deposited with a special deposit ticket, funds from deposits outlined as items “f” through “j” in the “Items Excluded from Large Dollar Deposit Calculation” section above, and \$125 from deposited checks or items will be available on the first business day after the business day of your deposit for all purposes.
- B. Funds from checks will be available on the second business day after the business day of your deposit for all purposes.

After the new account period has ended, funds from your deposits will be available according to our general policy.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling \$50,000 or more on any one business day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as a failure of communications or computer equipment.

We will notify you of the delay in your ability to withdraw funds for any of the reasons listed, and we will tell you when the funds will be available. In this case, funds from the deposit of checks will usually be available no later than the fifth business day after the business day of your deposit for all purposes.

Deposits at Non-PNC Bank ATMs

If you make a deposit at an ATM that we do not own or operate, which are those not branded as PNC Bank, funds from any deposits (cash or check) will be available the fourth business day after the day of your deposit for all purposes. This rule does not apply at ATMs that we own or operate.

Other restrictions are set forth in the PNC Bank Business Card Agreement section of the Account Agreement for Business Accounts.

Refusal of a Deposit

We continue to reserve the right not to accept deposits. In some circumstances, items unacceptable for deposit, such as a mutilated check, may be processed as collection items.

Accelerated Availability

If you make a deposit of checks or money orders on a business day that we are open, we may make part of your deposit available to you sooner than otherwise stated in this Policy. The balance of your deposit will become available according to the other terms of this Policy.

Endorsement

It is important that you place your endorsement carefully on the back of all checks you are depositing. A 1½ inch area has been designated for your endorsement. Please ask your PNC Bank customer service representative about proper placement of your endorsement. If your endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

Your Responsibility

You agree that PNC Bank may deduct the amount of a deposited check from your account balance if PNC Bank receives notice that the check has not been paid. PNC Bank may make this deduction even if the unpaid check has not yet been returned to the Bank. You agree that PNC Bank may charge an unpaid check against your account even if PNC Bank could claim reimbursement for the check from the bank on which the check was drawn or from some other bank. You agree that PNC Bank may charge a check back even if the charge results in an overdraft.

If you have any further questions about this Funds Availability Policy, please contact your local branch or call us at 1-877-BUS-BNKG (1-877-287-2654).

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

PNC BANK BUSINESS OVERDRAFT PROTECTION AGREEMENT

Overdraft Protection: This Agreement provides the terms and conditions of the PNC Bank Overdraft Protection service. Please read this Agreement and keep it with your important account information.

1. I/we, have designated certain of my/our account(s) as PROTECTING ACCOUNT(S) for the purpose of adding overdraft protection service and have authorized PNC Bank to apply this service to my/ our designated PROTECTED ACCOUNT. If PNC has determined that sufficient funds are not available in the PROTECTED ACCOUNT to cover account withdrawals, PNC Bank will automatically transfer funds or credit from the PROTECTING ACCOUNT(S) as follows:

- A. If there are sufficient funds to cover some but not all of my/our overdrafts, PNC Bank will exercise its discretion (i) to pay some but not all of the items and (ii) to pay items drawn on the PROTECTED ACCOUNT in any order convenient to PNC Bank.

PNC Bank's general practice is to first add deposits (credits) to my/our Account, and then subtract withdrawals (debits) from my/our Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. PNC Bank receives notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If PNC Bank does not have information that allows it to determine the exact time notice of a transaction was received, PNC Bank may assign an approximated time to that transaction.

Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time PNC Bank receives notice of a transaction may differ from the time shown on a receipt.

This order of payment may affect the total number of items paid and/or returned and/or the amount of overdraft fees and returned fees (NSF) charged.

- B. At such time or times that PNC Bank determines that the PROTECTED ACCOUNT has insufficient funds, PNC Bank will transfer to the PROTECTED ACCOUNT an amount sufficient to pay all items creating the insufficient balance first from funds or credit available in the first designated PROTECTING ACCOUNT, and, if an overdraft still exists, then from funds or credit available in the second PROTECTING ACCOUNT, if a second PROTECTING ACCOUNT has been designated. If the PROTECTING ACCOUNT is a line of credit or credit card account, the amount transferred will be rounded upward to the next whole dollar. In rare circumstances, the amount transferred may overdraw the PROTECTING ACCOUNT if transactions are posted to the PROTECTING ACCOUNT after the transfer amount has been determined.
- C. If the PROTECTING ACCOUNT is a deposit account, PNC Bank will transfer the exact amount of the overdraft from the PROTECTING ACCOUNT. If the PROTECTING ACCOUNT is a line of credit or credit card, PNC Bank will not make any automatic transfer in amounts less than \$50.00.
- D. This is not an extension of credit. If the PROTECTING ACCOUNT is a deposit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if such a transfer will exceed the funds available in the deposit account. If the PROTECTING ACCOUNT is a credit card account, PNC Bank shall not be

obligated to transfer funds to the PROTECTED ACCOUNT if the credit card account is in default, if your right to use the credit card account is closed or suspended, or if the transfer would exceed the credit card account's cash advance limit. If the PROTECTING ACCOUNT is a line of credit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will cause the balance on the line of credit account to exceed the Maximum Credit. PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will in any way violate the terms of the agreement(s) which governs the PROTECTING ACCOUNT(S). Finally, a scheduled transfer between PNC accounts will not be processed if the account (checking, savings, or money market) from which the funds are being transferred does not have sufficient funds, even if that account is set up with overdraft protection.

- E. Balances for all types of PROTECTING ACCOUNTS are available for nightly processing of items, for transactions process by branch tellers, and for point of sale or ATM online authorizations.
 - F. I/we may from time to time contact PNC Bank to request a modification of this agreement by adding or substituting a different account as PROTECTING ACCOUNT 1 or 2. PNC Bank reserves the right to accept such modification of this Agreement or to require that a new Agreement be executed.
2. I/we understand that if any PROTECTING ACCOUNT is a line of credit or credit card account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the line of credit agreement or credit card agreement, as applicable, including all rules, fees and other disclosures made with the agreement as well as any applicable fees set forth in PNC Bank's Business Checking Accounts and Related Charges. Any items from the PROTECTED ACCOUNT, which are returned, will be subject to PNC Bank's regular returned item fee (NSF) charge. Any items from the PROTECTED ACCOUNT that are paid into overdraft will be subject to PNC Bank's regular overdraft item fee charge. If the PROTECTING ACCOUNT is a credit card account, this credit card may be a PNC-branded card issued by a third party card issuer, and I authorize PNC Bank and such issuer to share information necessary to process my overdraft protection transactions and administer this overdraft service. I authorize PNC Bank to update the credit card account number for my PROTECTING ACCOUNT if such issuer provides PNC Bank with a new credit card account number for me/us.
 3. I/we understand that if any PROTECTING ACCOUNT is a checking, savings or money market deposit account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the "Account Agreement for Business Accounts" and the "Business Checking Accounts and Related Charges," as applicable, together with any other disclosures provided in connection with the account. I/we understand that transfers made from any checking, savings or money market deposit account will count toward any applicable transaction limitations set forth in the "Account Agreement for Business Accounts," including limitations on preauthorized transfers, (including telephone and automatic transfers) each statement period.
 4. Any items from the PROTECTED ACCOUNT that are returned will be subject to PNC Bank's regular returned item fee (NSF) charge. Any items from the PROTECTED ACCOUNT that are paid into overdraft will be subject to PNC Bank's regular overdraft item fee charge.
 5. This authorization may be modified and/or terminated at any time by PNC Bank upon notice to me/us, and I/we understand that it will terminate automatically without notice if all PROTECTING ACCOUNTS are closed. If any PROTECTING ACCOUNT is a Home Equity Line of Credit account, then this authorization with respect to such account may

not be terminated by PNC Bank except in accordance with my/our Home Equity Line of Credit account agreement.

Overdraft Access

PNC provides overdraft access on checking and money market accounts. Under certain conditions and, in its sole discretion, the bank may decide to pay checks, ATM withdrawals, card purchases or other debits when the available balance is not enough to cover them (in which case overdraft item fees on the transaction account may apply). Overdraft access does not guarantee that the bank will pay overdrafts.

At PNC Bank ATMs, the bank can provide the option to cancel the transaction if it would cause an overdraft. The bank is not able to provide this option when using a PNC Bank Visa Debit Card or PNC Bank Banking Card at a non-PNC Bank ATM or when making merchant purchases.

Customers can call Telephone Banking Services at 1-877-222-5401 to opt out of overdraft access for card transactions. If you do, we will decline transactions if your available funds are not sufficient to cover them.

Opt Out will not prevent all overdrafts.

ACCOUNT AGREEMENT FOR BUSINESS CERTIFICATES OF DEPOSIT

Welcome

When you signed your Certificate of Deposit documents for this account ("CD" or "Account"), you and the Bank agreed to be bound by the Agreement. If there is a conflict between the Agreement and something said by an employee or officer of the Bank, the Agreement will be followed. The legal representative of any 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 28-30.

Terms

Terms from seven (7) days to ten (10) years are available for Certificates of Deposit (CDs).

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 account was opened or renewed. This interest rate is in effect until your CD matures.
- **Ready Access CDs** are paid the current interest rate at the time your account 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 account 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 account 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 certificate, you must deposit the following:

- **Fixed Rate CDs** with a maturity of 89 days or less require a minimum deposit of \$1,000.
- **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 account 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 account. This method applies a daily periodic rate to the principal in the account each day.

Transactions 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 CDs, 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 account.

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 except in the following circumstances:

- 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 prior to the original or any subsequent maturity date that you wish to redeem your CD, or change the term or type of your CD, at maturity.
- C. PNC Bank provides a written notice 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.

General Information for All CDs

We may exchange information concerning you or your transactions among us, our affiliates and companies providing service to us. You agree to cooperate in any recordkeeping and reporting we believe is necessary to fulfill government requirements. This CD 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 later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC 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.

If you have a loan with us, we may set off this deposit account to pay all or part of any loan balance that you or your joint depositor may have.

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

We may use the funds in your accounts to pay any amount due and owing to the extent permitted by law, without advance notice and independent of other rights we may have against you or other parties.

NEW JERSEY CUSTOMERS: Please see the section “Additional Information for New Jersey Customers Only” related to CDs in the Consumer Account Information pamphlet for rules applicable to joint accounts held by New Jersey customers only.

Joint accounts are owned as joint tenants with right of survivorship and not as tenants in common, except as the provisions applicable to New Jersey customers, as referred above, may apply and unless a contrary direction is given in the agreements governing the account: This means that on the death of one party to a joint Account, all sums in the Account on the date of death belong to the surviving party(ies) and will not be part of the decedent’s estate.

If one owner of a joint account dies, the funds in the account shall belong to the surviving owner or owners.

Upon the death of the last owner of either a Payable- on-Death or In Trust For (Totten Trust) Account (both referred to as “POD Account(s)”), the funds in the POD Account shall belong to the beneficiaries (“POD Beneficiaries”) designated on the account. This means that when you die the funds in a POD Account will not be part of your estate.

In the event of a dispute, we may freeze the account or require all depositors to sign for all transactions. Ownership may not be changed by will. If we are served with legal process affecting a joint account, we may take any action permitted by law or required by law pending resolution of the matter.

Any one owner may make transactions against the account and appoint an attorney-in-fact for the account. Such appointment shall be binding upon all joint depositors and remain in effect despite the later disability, incapacity or death of any joint depositor.

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

Except as may be otherwise provided in the Arbitration Provision, pages 28-30, this Agreement is governed by the laws and regulations of the state in which the branch office where you opened your Account is located. If your Account is opened by mail, or electronically, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have a branch office located in your state of residence, and your Account is opened by mail, or electronically, this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania. This Agreement is also at all times governed by the laws and regulations of the United States of America.

POD Beneficiaries have a right of survivorship. This means if one POD Beneficiary predeceases the owner(s) of the POD Account, the surviving POD Beneficiary would then take full ownership of the 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 Account. If there is no surviving POD Beneficiary when the last owner of the POD Account dies, then the Account is payable to the heirs (or estate, if a formal estate is raised) of the last surviving owner of the POD Account. **FOR ACCOUNTS IN FLORIDA:** POD Beneficiaries may only have equal shares. **FOR ACCOUNTS IN MISSOURI:** This Account is subject to the Missouri Nonprobate Transfers Law, Chapter 461 of the Mo. Rev. Statutes.

FOR ACCOUNTS IN INDIANA: All joint depositors 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 under this section, and we shall have the right to deduct from any such 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 Account without regard to the contribution to the Account. Documents granting Power of Attorney must be valid under Indiana Code 30-5.

CHANGE IN ACCOUNT INFORMATION


You must notify us immediately of any change in the officers, beneficial owners or controlling parties of your business or those who have signing authority for your Account. Failure to promptly notify us may result in the closure of your Account. We may ask you to execute and deliver to us new account resolutions, a new Certification Regarding Beneficial Owners of Legal Entity Customers and/or new signature cards (a/ k/a “Account Registration and Agreement”) before the change is made effective. You should also notify us in writing of any change in your address.

Para servicio en español, 1-866-HOLA-PNC

For Customers Who are Deaf or Hard of Hearing:
PNC accepts Telecommunications Relay Service (TRS) calls.

1-877-BUS-BNKG (1-877-287-2654)

[pnc.com](https://www.pnc.com)

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