

PNC Consumer Disclosures and Agreements

> Consumer Account Information including:

- Consumer Fee Schedules
- Account Agreements
- Arbitration Provision
- Funds Availability Policy

For: BBVA USA Consumer Accounts converting to PNC Bank, N.A. Consumer 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 accounts that you should read about in this booklet.

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FEATURES AND FEES

Virtual Wallet

Minimum to Open.....	\$25.00
<i>The minimum deposit to open for the Spend account is \$0 if the account is opened online.</i>	
Monthly Service Charge.....	\$7.00
No Monthly Service Charge if you meet any one of the following	
<ul style="list-style-type: none"> • \$500 combined average monthly balance in your Spend and/or Reserve accounts • \$500 in qualifying¹ monthly direct deposits to your Spend account during the statement period • Account holder is age 62 or over² • Account holder is a PNC Employee³ 	
Balance earns interest ⁴	
Spend account	No
Reserve account	Yes
Growth account.....	Yes
Minimum daily balance to obtain the Annual Percentage Yield:	
Reserve account	\$1 +
Growth account.....	\$1 – \$2,499.99 \$2,500 +

For current interest rate and Annual Percentage Yield information, call 1-888-PNC-BANK (1-888-762-2265).

In order to qualify for the Relationship Rate, you must meet one of the following requirements:

- Make a combination of 5 or more PIN and/or signature point-of-sale transactions (excluding cash advances) posted during the previous calendar month to your Spend account using your Virtual Wallet Visa® Debit Card or your PNC consumer Visa Credit Card that you have chosen to link with your Virtual Wallet online view.
- Have \$500 in qualifying direct deposits in your Spend account during the previous calendar month.

Starting with the calendar month following when you open your Virtual Wallet, and monthly thereafter, whether the account earns the variable Standard or Relationship Rate for the entire calendar month will be determined on the first of the month based upon the number of qualifying transactions from the previous calendar month.

PNC reserves the right to refuse or return any deposit amount to you that causes the combined balance of all of your Virtual Wallet Growth accounts with us to exceed \$5,000,000 (including any jointly owned, or in the case of an account owned by a living trust, jointly managed accounts).

Daily limits for your PNC Bank Visa® Debit Card

- \$500 for ATM withdrawals
- \$2,000 for PIN purchase transactions
- \$5,000 for non-PIN purchase transactions

Daily limits for your PNC Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your debit or banking card. The product with the highest limit will apply to your card.

- 1 A qualifying direct deposit is a recurring electronic deposit made by an employer or an outside agency. Transfers made from one account to another or deposits made via a branch, ATM, online transfer, mobile device or the mail are not eligible to meet this requirement.
- 2 The 62 age waiver will only be applied if the date of birth for the Primary or Secondary owner(s) on the account meets the age requirement. The date of birth for a fiduciary (i.e. Rep Payee, Trustee) is not eligible for the waiver. If no date of birth is on file, waiver eligibility is based on the date of account opening.
- 3 The employee monthly service charge waiver is only available during the time you are employed at PNC. When your PNC employment ends, you will need to meet other conditions applicable at that time, if there are any, in order to have your monthly service charge waived. Contractors, inactive employees receiving a W2, or PNC employees whose residence or primary workplace is outside of the United States of America are not eligible for the employee monthly service charge waiver. For customers who become PNC employees after their account is opened, it may take up to one additional statement period for your new employee monthly service charge waiver to take effect.
- 4 See the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details.

Virtual Wallet with Performance Spend

Minimum to Open..... \$25.00
The minimum deposit to open for the Spend account is \$0 if the account is opened online.

Monthly Service Charge..... \$15.00

No Monthly Service Charge if you meet any one of the following

- \$2,000 combined average monthly balance in your Spend and/or Reserve accounts
- \$10,000 combined average monthly balance only across PNC Bank consumer deposit accounts you have chosen to link¹
- \$2,000 in qualifying² monthly direct deposits to your Spend account during the statement period (\$1,000 for WorkPlace or Military Banking customers)
- Account holder is a PNC Employee³

Balance earns interest⁴

Spend account.....Yes
 Reserve account.....Yes
 Growth account.....Yes

Minimum daily balance to obtain the Annual Percentage Yield:

Spend account.....	\$2,000 – \$9,999.99
	\$10,000 – \$49,999.99
	\$50,000 – \$99,999.99
	\$100,000 +
Reserve account.....	\$1 +
Growth account.....	\$1 – \$9,999.99
	\$10,000 – \$24,999.99
	\$25,000 – \$49,999.99
	\$50,000 – \$99,999.99
	\$100,000 – \$249,999.99
	\$250,000 – \$499,999.99
	\$500,000 – \$999,999.99
	\$1,000,000 +

For current interest rate and Annual Percentage Yield information, call 1-888-PNC-BANK (1-888-762-2265).

In order to qualify for the Relationship Rate, you must meet one of the following requirements:

- Make a combination of 5 or more PIN and/or signature point-of-sale transactions (excluding cash advances) posted during the previous calendar month to your Spend account using your Virtual Wallet Visa® Debit Card or your PNC consumer Visa Credit Card that you have chosen to link with your Virtual Wallet online view.
- Have \$2,000 in qualifying direct deposits (\$1,000 for WorkPlace or Military Banking customers) in your Spend account during the previous calendar month.

Starting with the calendar month following when you open your Virtual Wallet, and monthly thereafter, whether the account earns the variable Standard or Relationship Rate for the entire calendar month will be determined on the first of the month based upon the number of qualifying transactions from the previous calendar month.

PNC reserves the right to refuse or return any deposit amount to you that causes the combined balance of all of your Virtual Wallet Growth accounts with us to exceed \$5,000,000 (including any jointly owned, or in the case of an account owned by a living trust, jointly managed accounts).

Daily limits for your PNC Bank Visa® Debit Card

- \$1,000 for ATM withdrawals
- \$2,000 for PIN purchase transactions
- \$7,500 for non-PIN purchase transactions

Daily limits for your PNC Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your debit or banking card. The product with the highest limit will apply to your card.

- 1 PNC deposit accounts eligible to be linked may include consumer checking, savings, money market, certificates of deposit and retirement certificates of deposit. Some accounts may not be eligible to be included in the combined average monthly balance requirement based on titling structure, product type or other constraints. A maximum of ten (10) linked PNC accounts, including your Spend, Reserve and Growth accounts, may be included in the combined average monthly balance relationship. See the Account Agreement For Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details. The average monthly balance is calculated by adding the principal in each of your related accounts for each day of the current statement period and dividing that figure by the number of days in the current statement period.
- 2 A qualifying direct deposit is a recurring electronic deposit made by an employer or an outside agency. Transfers made from one account to another or deposits made via a branch, ATM, online transfer, mobile device or the mail are not eligible to meet this requirement.
- 3 The employee monthly service charge waiver is only available during the time you are employed at PNC. When your PNC employment ends, you will need to meet other conditions applicable at that time, if there are any, in order to have your monthly service charge waived. Contractors, inactive employees receiving a W2, or PNC employees whose residence or primary workplace is outside of the United States of America are not eligible for the employee monthly service charge waiver. For customers who become PNC employees after their account is opened, it may take up to one additional statement period for your new employee monthly service charge waiver to take effect.
- 4 See the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details.

Virtual Wallet with Performance Select

Minimum to Open..... \$25.00
The minimum deposit to open for the Spend account is \$0 if the account is opened online.

Monthly Service Charge..... \$25.00

No Monthly Service Charge if you meet any one of the following

- \$5,000 combined average monthly balance in your Spend and up to 7 PNC Bank consumer checking accounts¹ you have chosen to link (including Reserve)
- \$25,000 combined average monthly balance across PNC Bank consumer deposit and/or PNC investment accounts¹ you have chosen to link
- \$5,000 in qualifying² monthly direct deposits to your Spend account during the statement period
- Account holder is a PNC Employee³

Monthly service charge waived on up to 8 additional consumer checking, savings or money market accounts you have chosen to link (includes Reserve and Growth accounts)¹

Balance earns interest⁴

Spend account	Yes
Reserve account	Yes
Growth account.....	Yes

Minimum daily balance to obtain the Annual Percentage Yield:

Spend account	\$2,000 – \$9,999.99
	\$10,000 – \$49,999.99
	\$50,000 – \$99,999.99
	\$100,000 +
Reserve account	\$1 +
Growth account.....	\$1 – \$9,999.99
	\$10,000 – \$24,999.99
	\$25,000 – \$49,999.99
	\$50,000 – \$99,999.99
	\$100,000 – \$249,999.99
	\$250,000 – \$499,999.99
	\$500,000 – \$999,999.99
	\$1,000,000 +

For current interest rate and Annual Percentage Yield information, call 1-888-PNC-BANK (1-888-762-2265).

In order to qualify for the Relationship Rate, you must meet one of the following requirements:

- Make a combination of 5 or more PIN and/or signature point-of-sale transactions (excluding cash advances) posted during the previous calendar month to your Spend account using your Virtual Wallet Visa® Debit Card or your PNC consumer Visa Credit Card that you have chosen to link with your Virtual Wallet online view.
- Have \$5,000 in qualifying direct deposits in your Spend account during the previous calendar month.

Starting with the calendar month following when you open your Virtual Wallet, and monthly thereafter, whether the account earns the variable Standard or Relationship Rate for the entire calendar month will be determined on the first of the month based upon the number of qualifying transactions from the previous calendar month.

PNC reserves the right to refuse or return any deposit amount to you that causes the combined balance of all of your Virtual Wallet Growth accounts with us to exceed \$5,000,000 (including any jointly owned, or in the case of an account owned by a living trust, jointly managed accounts).

Daily limits for your PNC Bank Visa® Debit Card

- \$1,500 for ATM withdrawals
- \$2,000 for PIN purchase transactions
- \$10,000 for non-PIN purchase transactions

Daily limits for your PNC Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your debit or banking card. The product with the highest limit will apply to your card.

1 PNC deposit accounts eligible to be linked may include consumer checking, savings, money market, certificates of deposit and retirement certificates of deposit. Some accounts may not be eligible to be included in the combined average monthly balance requirement based on titling structure, product type or other constraints. A maximum of ten (10) linked PNC accounts, including your Spend, Reserve and Growth accounts, may be included in the combined average monthly balance relationship. See the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details. The average monthly balance is calculated by adding the principal in each of your related accounts for each day of the current statement period and dividing that figure by the number of days in the current statement period.

- 2 A qualifying direct deposit is a recurring electronic deposit made by an employer or an outside agency. Transfers made from one account to another or deposits made via a branch, ATM, online transfer, mobile device or the mail are not eligible to meet this requirement.
- 3 The employee monthly service charge waiver is only available during the time you are employed at PNC. When your PNC employment ends, you will need to meet other conditions applicable at that time, if there are any, in order to have your monthly service charge waived. Contractors, inactive employees receiving a W2, or PNC employees whose residence or primary workplace is outside of the United States of America are not eligible for the employee monthly service charge waiver. For customers who become PNC employees after their account is opened, it may take up to one additional statement period for your new employee monthly service charge waiver to take effect.
- 4 See the Account Agreement For Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details.

FOR ALL DEPOSIT ACCOUNTS: We will only link accounts at your direction. If you do not direct us to link accounts, you will not receive associated benefits.

You may link accounts with at least one common account owner for purposes of receiving pricing benefits (for example, waiver of a monthly service charge if balance requirements are met). 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 that account owner is 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 the fee waiver and/or relationship rate benefits has been met, such as: the balance of the account, the number and total dollar amount of direct deposits received per month and the number of debit and/or credit card purchases posted per month.

CONSUMER SCHEDULE OF SERVICE CHARGES AND FEES

Foundation Checking

Minimum to Open	\$25.00
Monthly Service Charge.....	\$5.00

No Monthly Service Charge if you meet any one of the following

- Account holder is age 62 or over¹
- Account holder is a PNC Employee²

Daily limits for your PNC Bank Visa® Debit Card

- \$500 for ATM withdrawals
- \$1,000 for PIN purchase transactions
- \$1,000 for non-PIN purchase transactions

Daily limits for your PNC Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your debit or banking card. The product with the highest limit will apply to your card.

- 1 The 62 age waiver will only be applied if the date of birth for the Primary or Secondary owner(s) on the account meets the age requirement. The date of birth for a fiduciary (i.e. Rep Payee, Trustee) is not eligible for the waiver. If no date of birth is on file, waiver eligibility is based on the date of account opening.
- 2 The employee monthly service charge waiver is only available during the time you are employed at PNC. When your PNC employment ends, you will need to meet other conditions applicable at that time, if there are any, in order to have your monthly service charge waived. Contractors, inactive employees receiving a W2, or PNC employees whose residence or primary workplace is outside of the United States of America are not eligible for the employee monthly service charge waiver. For customers who become PNC employees after their account is opened, it may take up to one additional statement period for your new employee monthly service charge waiver to take effect.

Private Banking Checking

Minimum to Open \$0.00
 Monthly Service Charge..... No charge
 Balance earns interest¹

Minimum daily balance to obtain the Annual Percentage Yield:

- \$1 – \$24,999.99
- \$25,000 – \$49,999.99
- \$50,000 – \$99,999.99
- \$100,000 – \$499,999.99
- \$500,000 – \$999,999.99
- \$1,000,000 – \$4,999,999.99
- \$5,000,000 +

For current interest rate and Annual Percentage Yield information, contact PNC Wealth Management® at 1-888-762-6226.

Daily limits for your PNC Bank Visa® Debit Card

- \$5,000 for ATM withdrawals
- \$2,000 for PIN purchase transactions
- \$20,000 for non-PIN purchase transactions

Daily limits for your PNC Banking Card

- \$1,500 for ATM withdrawals
- \$1,000 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your debit or banking card. The product with the highest limit will apply to your card.

¹ See the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details.

Standard Savings

Minimum to Open \$25.00
 Monthly Service Charge..... \$5.00
 No Monthly Service Charge if you meet any one of the following

- \$300 average monthly balance in this account
- At least one Auto Savings transfer of \$25 or more each in the current statement period from your PNC Bank checking
- Account holder is under age 18
- When you link this account as a benefit account to your Performance Checking, Performance Select Checking or Virtual Wallet with Performance Select
- Foundation Checking customers: Monthly Service Charge on one Standard Savings account waived for one year from the opening date of your Standard Savings or your Foundation Checking, whichever occurs later

Balance earns interest¹

Minimum daily balance to obtain the Annual Percentage Yield:

- \$1 – \$2,499.99
- \$2,500 +

Balances on your account will receive a variable interest rate and APY based on checking ownership. For current interest rate and Annual Percentage Yield information, call 1-888-PNC-BANK (1-888-762-2265).

In order to qualify for a Relationship Rate, you must have chosen to link a Standard Checking, Performance Checking, Virtual Wallet with Performance Spend, Performance Select Checking or Virtual Wallet with Performance Select and meet one of the following requirements:

- Make a combination of 5 or more PIN and/or signature point-of-sale transactions (excluding cash advances) posted during the previous calendar month to your Checking account using your Visa® Debit Card or to your PNC consumer Visa Credit Card you have chosen to link to a qualifying PNC checking account.

- Have \$500 in qualifying direct deposits during the previous calendar month in a Standard Checking you have chosen to link.
- Have \$2,000 in qualifying direct deposits (\$1,000 for WorkPlace or Military Banking customers) during the previous calendar month in a Virtual Wallet with Performance Spend or Performance Checking you have chosen to link.
- Have \$5,000 in qualifying direct deposits during the previous calendar month in a Virtual Wallet with Performance Select or Performance Select Checking you have chosen to link.

Starting with the calendar month following when you open your Standard Savings account, and monthly thereafter, whether the account earns the variable Standard or Relationship Rate for the entire calendar month will be determined on the first of the month based upon the number of qualifying transactions or direct deposit requirement from the previous calendar month.

If you or we make changes to your linked checking account (it is closed, changed to a new account type or no longer linked to your Standard Savings account), you may no longer qualify for a Relationship Rate.

Daily limits for your PNC Bank Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your banking card. The product with the highest limit will apply to your card.

Premiere Money Market

Minimum to Open \$100.00
 Monthly Service Charge..... \$12.00
 No Monthly Service Charge if you meet any one of the following

- \$5,000 average monthly balance in this account
- When you link this account as a benefit account to your Performance Checking, Performance Select Checking or Virtual Wallet with Performance Select

Balance earns interest¹

Minimum daily balance to obtain the Annual Percentage Yield:

- \$1 – \$9,999.99
- \$10,000 – \$24,999.99
- \$25,000 – \$49,999.99
- \$50,000 – \$99,999.99
- \$100,000 – \$249,999.99
- \$250,000 – \$499,999.99
- \$500,000 – \$999,999.99
- \$1,000,000 +

Balances on your account will receive a standard variable interest rate and APY. For current interest rate and Annual Percentage Yield information, call 1-888-PNC-BANK (1-888-762-2265).

In order to qualify for a Relationship Rate, you must have chosen to link a checking account (for the Performance Checking Relationship Rate, you must have chosen to link a Performance Checking or Virtual Wallet with Performance Spend; for the Performance Select Checking Relationship Rate, you must have chosen to link a Performance Select Checking or Virtual Wallet with Performance Select) and meet one of the following requirements:

- Make a combination of 5 or more PIN and/or signature point-of-sale transactions (excluding cash advances) posted during the previous calendar month to your Checking account using your Visa® Debit Card or to your PNC consumer Visa Credit Card you have chosen to link to a qualifying PNC checking account.

- Have \$2,000 in qualifying direct deposits (\$1,000 for WorkPlace or Military Banking customers) during the previous calendar month in a Virtual Wallet with Performance Spend or Performance Checking you have chosen to link.
- Have \$5,000 in qualifying direct deposits during the previous calendar month in a Virtual Wallet with Performance Select or Performance Select Checking you have chosen to link.

Starting with the calendar month following when you open your Premiere Money Market account, and monthly thereafter, whether the account earns the variable Standard or Relationship Rate for the entire calendar month will be determined on the first of the month based upon the number of qualifying transactions or direct deposit requirement from the previous calendar month.

If there are changes to your linked checking account (it is closed, changed to a new account type or no longer linked to your Premiere Money Market account), you may no longer qualify for a Relationship Rate, or the rates may otherwise change to those in effect at the time of the change.

Daily limits for your PNC Bank Banking Card

- \$500 for ATM withdrawals
- \$500 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your banking card. The product with the highest limit will apply to your card.

Private Banking Money Market

Minimum to Open \$0.00

Monthly Service Charge..... No charge

Balance earns interest¹

Minimum daily balance to obtain the Annual Percentage Yield:

- \$1 – \$24,999.99
- \$25,000 – \$49,999.99
- \$50,000 – \$99,999.99
- \$100,000 – \$499,999.99
- \$500,000 – \$999,999.99
- \$1,000,000 – \$4,999,999.99
- \$5,000,000 +

For current interest rate and Annual Percentage Yield information, contact PNC Wealth Management® at 1-888-762-6226.

Your Private Banking Money Market account will earn interest on the entire balance each day at the interest rate and APY in effect for the appropriate balance tier.

Daily limits for your PNC Bank Banking Card

- \$1,500 for ATM withdrawals
- \$1,000 for PIN purchase transactions

Your limits may be higher if you have multiple products linked to your banking card. The product with the highest limit will apply to your card.

¹ See the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, "Interest Payment and Balance Computation" section for details.

FOR ALL DEPOSIT ACCOUNTS: We will only link accounts at your direction. If you do not direct us to link accounts, you will not receive associated benefits.

You may link accounts with at least one common account owner for purposes of receiving pricing benefits (for example, waiver of a monthly service charge if balance requirements are met). 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 that account owner is 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 the fee waiver and/or relationship rate benefits

has been met, such as: the balance of the account, the number and total dollar amount of direct deposits received per month and the number of debit and/or credit card purchases posted per month.

ADDITIONAL SERVICES AND FEES

PNC Bank Visa® Debit and PNC Banking Card

PNC Bank Visa Debit Card

Virtual Wallet, Virtual Wallet with Performance Spend and

Virtual Wallet with Performance Select Required; No charge

All other checking accounts No charge

A Debit Card will not be required for accounts transferring from BBVA. A Debit Card will be issued when opening a new Virtual Wallet, or you may link your Virtual Wallet to an existing PNC Debit Card or University ID card (if available).

Affinity Visa Debit Cards No charge

American Red Cross Visa Debit Card (specialty card) \$5.00 per year

(\$5.00 annual fee for the card is donated to the American Red Cross)

PNC Banking Card..... No charge

Card Replacement

Virtual Wallet with Performance Select, Private Banking Checking and

Private Banking Money Market No charge

All other accounts \$7.50 each

Expedited Card Delivery

Private Banking Checking and Private Banking Money Market No charge

All other accounts \$25.00 each

PNC Bank ATM Transaction Fees

Per withdrawal, deposit, transfer or balance inquiry. Not all ATMs accept deposits.

At Bank ATMs No charge

At non-PNC Bank ATMs in the United States, Canada, Puerto Rico and the U.S. Virgin Islands¹

Virtual Wallet with Performance Select, Private Banking Checking and

Private Banking Money Market No charge

All other accounts \$3.00 each

At non-PNC Bank ATMs in all other countries¹

Virtual Wallet with Performance Select, Private Banking Checking and

Private Banking Money Market No charge

All other accounts \$5.00 each

Number of reimbursements for non-PNC ATM Fees

Virtual Wallet 2

Virtual Wallet with Performance Spend 4

The fee for the first two (2) domestic or international non-PNC ATM transactions on your Spend, Reserve or Growth accounts for Virtual Wallet or four (4) domestic or international non-PNC ATM transactions on your Spend, Reserve or Growth accounts for Virtual Wallet with Performance Spend during the statement period will be reimbursed² to your Spend 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 on Virtual Wallet or four on Virtual Wallet with Performance Spend per statement period will not be reimbursed.

All other accounts Not reimbursed

Other Financial Institutions' ATM Surcharge Fees¹

For Virtual Wallet products, includes total combined fees from your Spend, Reserve or Growth accounts reimbursed to your Spend account. If your account is closed before the end of the statement period, fees will not be reimbursed.

Private Banking Checking and Private Banking Money Market	Reimbursed ² by the end of the next business day
Virtual Wallet with Performance Select	Reimbursed ² up to \$20.00 at the end of the statement period
Virtual Wallet with Performance Spend	Reimbursed ² up to \$10.00 at the end of the statement period
Virtual Wallet	Reimbursed ² up to \$5.00 at the end of the statement period
All other accounts	Not reimbursed
Debit Card Cash Advance Fee	
At a PNC Bank branch	
Virtual Wallet with Performance Select and Private Banking Checking	No charge
All other accounts	\$3.00 each
At Other Financial Institutions that accept Visa	
Virtual Wallet with Performance Select and Private Banking Checking	No charge
All other accounts	\$5.00 each
International Purchases	
Private Banking Checking and Private Banking Money Market	3% of the transaction amount, reimbursed by the end of the next business day
All other accounts	3% of the transaction amount
International Cash Advances Fee	3% of the transaction amount

Overdraft Services

Overdraft Item

Foundation Checking	No charge
All other accounts	\$36.00 per item
<i>An Overdraft Item fee is assessed when PNC pays an item for a customer. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. For the Spend account for Virtual Wallet product types, if the customer brings their available balance to at least \$0 before their Extra Time period expires, PNC will not charge the Overdraft Item fees that were incurred during that period.</i>	

Returned Item Fee

<i>A Returned Item (also known as Non-Sufficient Funds or NSF) fee is charged when the item is returned unpaid.</i>	
Spend account for Virtual Wallet product types	No charge
Foundation Checking	No charge
Reserve and Growth account for Virtual Wallet product types	\$36.00 per item
All other accounts	\$36.00 per item

Maximum number of Overdraft and Returned Item Fees

Spend account for Virtual Wallet product types	1 per day
<i>Excludes Returned Item Fees</i>	
Reserve and Growth account for Virtual Wallet product types	4 per day
All other accounts (except Foundation Checking)	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 Transfer Fee³ No charge

Online Banking and PNC Voice BankingSM

Automated Transfers⁵ No charge

Online Bill Pay⁴..... No charge

Online Banking and Bill Pay through Quicken^{®4} No charge

Statement Options

Online Banking Statement No charge
Requires Online Banking enrollment by accepting the online terms and conditions

Paper Statement

Canceled checks and check images are not returned with the statement.

Foundation Checking No charge if account holder is age 62 or over; otherwise, \$2.00 per month

Virtual Wallet No charge if you meet any one of the options to avoid the monthly service charge; otherwise, \$2.00 per month

All other accounts No charge

Both Online Banking and Paper Statements

Canceled checks and check images are not returned with the statement.

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market No charge
 All other accounts \$2.00 per month

Paper Statement with Check Images

Paper statement with check images (front side only). Fee is charged every month, even if there are no check images that month. Not available with money market accounts.

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market No charge
 All other checking accounts \$3.00 per month

PNC offers reformatted statements to customers with visual impairments at no charge. If you need such an accommodation, please contact PNC at 1-888-PNC-BANK (1-888-762-2265). For further information on PNC's accessible banking, refer to the pnc.com Accessible Banking page, contact PNC at this number or visit a branch.

ATM Statements (available at select ATMs)

Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend, Private Banking Checking and Private Banking Money Market No charge
 All other accounts
 Mini statement at PNC Bank ATMs\$1.50 each
 Statements at non-PNC Bank ATMs\$2.50 each

Wire and Money Transfers

Domestic Wires

Incoming

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$15.00 each

Agent-Assisted Outgoing

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$30.00 each

Self-Service Outgoing

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$25.00 each

International Wires

Incoming

Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$15.00 each

Agent-Assisted Outgoing

Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$45.00 each

Self-Service Outgoing

Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$40.00 each

International Money Transfer

International Money Transfer is available on certain transactions based on the destination country, enrolled beneficiary bank and transaction amount. If International Money Transfer is not available, International Wire fees apply.

Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$5.00 each

Other Account Charges and Services

Checks and Deposit Tickets:

All accounts	Pricing varies
Private Banking Checking	No charge for PNC-exclusive checks, \$20.00 discount on select designs
Virtual Wallet with Performance Select	No charge for PNC-exclusive checks, \$12.00 discount on select designs
Virtual Wallet with Performance Spend	\$8.00 discount on select designs

Collection items.....\$25.00 each

Fee for items that cannot be credited until payment is received from the payor's bank or the government, including bond transactions (except for Series E, H, EE, HH or I), drafts, notes or check items. Incidental costs for postage, insurance, delivery charges, correspondent bank charges and exceptional expenses, if applicable, and any other costs imposed on PNC are added.

Counter Checks.....\$1.50 each
Blank checks available at any PNC branch

Legal Process Charge

Fee if funds from the account are frozen or seized under orders. PNC's actual attorney fees and court costs, when applicable, are added.

Non-Client Check Cashing Fee

This fee will be charged when cashing a check for a payee who 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.

For check amounts of \$25 or less..... No charge
For check amounts greater than \$25.....2% of the check amount (\$2.00 minimum)

PNC Express Funds.....2% of the check amount over \$100, \$2.00 fee for check amounts 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 Consumer Funds Availability Policy.) PNC Express Funds is not eligible for check amounts less than \$25.

Transaction Limit Fee⁵.....\$3.00 each
Fee per transaction in excess of the permissible number of transactions from a savings or money market account within the monthly statement period.

Return of Deposited or Cashed Item.....\$12.00 each
Fee if a deposited or cashed item is returned unpaid

Redeposit of Returned Deposited or Cashed Item..... No charge

Stop Payment

Fee for a stop payment on a check, preauthorized debit, electronic transfer and recurring preauthorized payment through Visa Debit Card

Virtual Wallet with Performance Select, Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$33.00 each

Images and Photocopy Requests

Self-Service Requests through Online Banking..... No charge
View, print and save digital images of checks, substitute checks, deposit tickets and Deposit Ticket Detail Lists (a list of all items within a deposit) available in your Online Account Activity and for checks available within the Activity Detail with Online Statements

Self-Service Requests through Online Banking for Items within a Deposit Ticket Detail List
All accounts..... No charge

Statement Requests

Self-Service Requests of Online Statements through Online Banking..... No charge
Staff-Assisted Statement Requests.....\$5.00 per item
Includes online requests to mail or fax statement copies

ADDITIONAL SERVICES AVAILABLE TO PNC CUSTOMERS

Cash Alternatives

Cashier's Checks

Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend, Foundation Checking, Private Banking Checking and Private Banking Money Market	No charge
All other accounts	\$10.00 each

International Services*

Foreign Currency Exchange Rate	Dependent upon current applicable PNC exchange rate
Foreign Check Deposit Exchange Rate.....	Dependent upon current PNC check buy rate; returns will be processed using current PNC check sell rate
Collections (\$100.00 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.

Safe Deposit Box

Annual Rental Fee

All accounts.....	Pricing varies
Private Banking Checking and Private Banking Money Market	\$100.00 discount
<i>Discount only applies when the annual rental fee is automatically deducted from our Private Banking Checking or Private Banking Money Market</i>	
Virtual Wallet with Performance Select	\$50.00 discount

Automatic Deduction of Rental Fee.....	\$5.00 discount
<i>Applied when annual rental fee is automatically deducted from your checking or savings account. Discount is applied in addition to any other discount.</i>	

Late Payment Fee.....	\$10.00
<i>Fee if payment is 30 days past due</i>	

Servicing Fees

Inventory by bank personnel	\$40.00 per hour
<i>Minimum 1 hour charge</i>	
Replacement Keys (per set).....	\$15.00 plus tax
Lock Replacement.....	\$15.00
<i>Cost of replacement keys is added</i>	

FOOTNOTES:

- 1 PNC Bank charges may apply for use of another financial institution's or ATM operator's ATMs. Additionally, other financial institutions and/or ATM operators may charge for using their ATMs.
- 2 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. Any fee reimbursements occur at the end of the statement period. If your account is closed before the end of the statement period, fees will not be reimbursed.
- 3 Some accounts may not be eligible to be linked as overdraft protection based on titling structure, product type or other constraints. Transfers from a PNC checking, savings or money market are in the exact amount of the overdraft. Transfers from a line of credit or credit card are a minimum of \$50.00, rounded upward to the next whole dollar. Transfers from a credit card are subject to the cash advance limits and may be charged a cash advance fee on the credit card. Overdraft Protection via a line of credit or credit card is subject to applicable Account Agreements and/or Disclosure Statements. If you overdraw your Spend account, money will be transferred first from your Reserve account and then from your Growth account. You may choose to have a PNC Credit Card, PNC Line of Credit or other PNC deposit account set up as overdraft protection for your Spend account in place of your Growth account.
- 4 There may be fees for certain optional services available through PNC Online Banking and Bill Pay.
- 5 Transaction fees will apply to your account if you exceed six (6) Restricted Transfers in a monthly service charge period. Restricted Transfers are transfers 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. If you make more than a total of six (6) Restricted Transfers in a monthly service charge period, you will be charged a fee for each Restricted Transfer. See your account agreement and fee schedule for more information. Other limits may apply to your account. We reserve the right to suspend enforcement of these transaction limitations, or to modify them, at our discretion.

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PNC Voice Banking is a service mark of The PNC Financial Services Group, Inc.

SUPPLEMENT FOR THE PNC WORKPLACE BANKING® PROGRAM

PNC's WorkPlace Banking® program benefits are available when you hold a Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account and include:

Mortgage Loan Offer

- **Earn \$300 by opening a new PNC Mortgage Loan with automatic payments from your checking account**

To qualify for the \$300 mortgage account reward, at the time of mortgage application the PNC WorkPlace Banking customer must have an eligible PNC WorkPlace Banking Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend or Virtual Wallet Checking Pro, and must establish a qualifying, automatic mortgage payment that must occur within 180 days following the mortgage application. A qualifying, automatic mortgage payment is defined as a recurring PNC Mortgage loan payment electronically deducted from an eligible PNC WorkPlace Banking checking account. This includes recurring payments set up via Online Bill Pay. Mortgage payments initiated from a PNC Checking account via online transfers do not qualify as automatic payments.

PNC WorkPlace Banking checking account must remain open in order for you to receive the \$300 reward, which will be credited to the eligible checking account within 90 days after conditions have been met and will be identified as "CREDITS WORKPLACE MORTG" on your monthly checking account statement. \$300 reward may be subject to tax reporting.

Limit one mortgage premium per PNC WorkPlace Banking checking account. If multiple mortgage accounts are opened with the same signer (or signers), only one account

will be eligible for the cash offer. For this offer, signing authority will be defined by the customer name(s) and Social Security number(s) registered on the account.

PNC is a registered service mark of The PNC Financial Services Group, Inc. ("PNC"). All loans are provided by PNC Bank, National Association, a subsidiary of PNC, and are subject to credit approval and property appraisal. Terms and conditions of this offer are subject to change without notice. PNC is an Equal Housing Lender.

Credit Card Offer

- **Earn \$100 when you open a new qualified PNC Visa® Credit Card—Open a new qualifying PNC Visa® Credit Card and make at least \$1,000 in purchases within the first three billing cycles following credit card account opening, and \$100 will be credited to your qualifying checking account. Choose from PNC Core® Visa®, PNC points® Visa® or PNC Cash Rewards® Visa®**

Obtaining a PNC Bank credit card account is subject to credit approval. To qualify for the \$100 credit card account cash award, when applying for a new credit card, the PNC WorkPlace Banking customer must have an eligible PNC WorkPlace Banking Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend, Virtual Wallet Checking Pro, Performance Select Checking account or Performance Checking account, open a new qualifying PNC credit card, and make at least \$1,000 in purchases within the first three billing cycles following credit card account opening. The \$100 cash award is not available to PNC WorkPlace Banking customers who have already opened a qualifying PNC credit card and were credited the \$100 cash award to the same eligible checking account within the last 24 months.

The \$100 cash award will be in the form of a credit to the eligible checking account within 90 days following the purchase that enabled you to meet the \$1,000 minimum requirement. The \$100 cash award will be identified as "CREDITS WORKPLACE CRCARD" on your monthly checking account statement. Your PNC WorkPlace Banking checking account must remain open in order for you to receive the \$100 cash award. The \$100 cash award may be subject to tax reporting. Limit one \$100 cash award per PNC WorkPlace Banking eligible checking account in a 24-month period. The 24-month period begins on the date the most recent \$100 credit card account cash award was credited to the eligible checking account.

As used in this offer, the term "purchases" has the same meaning as "qualifying purchase" in the PNC points Program terms and conditions, as "purchase" in the PNC Cash Rewards Program terms and conditions, or as "purchase" under the account terms for PNC Core. That means that, in general, as used in this offer, "purchases" does not mean all transactions you may make with your credit card account. Some limited transactions, such as cash advance transactions (including the purchase of cash equivalent products) and balance transfers, are excluded. Also, fees and interest, even if included in the purchase balance on your account, never earn rewards and are not treated as purchases for purposes of qualifying for the cash award offer. For details about excluded transactions, please see the complete reward program terms and conditions available on pnc.com/creditcards.

For details on reward programs, please refer to the applicable reward program terms and conditions, which are available at pnc.com/creditcards. This offer may be modified or discontinued at any time and without notice. Must apply for the credit card at the branch/Solution Center, by calling the PNC Care Center, or through a PNC WorkPlace Banker.

PNC Bank, National Association, is the issuer of the PNC Bank credit cards described herein. Bank deposit products and services are provided by PNC Bank, National Association, **Member FDIC**.

Refer A Coworker Offer

- **Earn up to \$1,000 per year when you refer your qualified coworkers through the Refer a Coworker Rewards Program. Introduce your coworkers to the benefits of banking with PNC, and you may earn \$100 for each person who opens a new, eligible account and meets the requirements to earn a cash reward, up to \$1,000 each calendar year**

To be awarded \$100 cash, you must be a PNC WorkPlace Banking participant and make a qualified referral. A referral is qualified if the individual you referred (the "Referee"): 1) is qualified for the PNC WorkPlace Banking program; 2) does not have signing authority on an existing PNC Bank consumer checking account, did not close an account within the past 90 days, and was not paid a promotional premium within the past 24 months; 3) presents the Coupon ID or referral form upon account opening; 4) opens an eligible PNC WorkPlace Banking checking account; and 5) satisfies the specific requirements to earn the monetary reward applicable to their eligible PNC WorkPlace Banking checking account available at the time they open the account. To qualify for the PNC Workplace Banking program's new customer offer, the Referee must be employed by a company that participates in the PNC WorkPlace Banking program.

\$100 cash will be awarded to your account within 60 to 90 days after the monetary reward is issued to the coworker and will be identified as "CREDITS WORKPLACE REFER." The \$100 cash award is limited to ten referral payments per year — up to \$1,000 per 12-month period. This offer may be extended, modified or withdrawn at any time without prior notice and may vary by market. The value of the reward may be reported on Internal Revenue Service (IRS) Form 1099 and may be considered taxable income to you. Please consult your tax advisor regarding your specific situation. PNC WorkPlace Banking customers may visit pnc.com/referacoworker to create referrals.

Terms and conditions of these offers are subject to change without notice.

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SUPPLEMENT FOR THE PNC MILITARY BANKING® PROGRAM

PNC's Military Banking® program benefits are available when you hold a Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account and include:

Mortgage Loan Offer

- **Earn \$300 by opening a new PNC Mortgage Loan with automatic payments from your checking account**

To qualify for the \$300 mortgage account reward, at the time of mortgage application the PNC Military Banking customer must have an eligible PNC Military Banking Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend or Virtual Wallet Checking Pro, and must establish a qualifying, automatic mortgage payment that must occur within 180 days following the mortgage application. A qualifying, automatic mortgage payment is defined as a recurring PNC Mortgage loan payment electronically deducted from an eligible PNC Military Banking checking account. This includes recurring payments set up via Online Bill Pay. Mortgage payments initiated from a PNC Checking account via online transfers do not qualify as automatic payments.

PNC Military Banking checking account must remain open in order for you to receive the \$300 reward, which will be credited to the eligible checking account within 90 days after

conditions have been met and will be identified as “CREDITS MILITARY MORTG” on your monthly checking account statement. \$300 reward may be subject to tax reporting.

Limit one mortgage premium per PNC Military Banking checking account. If multiple mortgage accounts are opened with the same signer (or signers), only one account will be eligible for the cash offer. For this offer, signing authority will be defined by the customer name(s) and Social Security number(s) registered on the account.

PNC is a registered service mark of The PNC Financial Services Group, Inc. (“PNC”). All loans are provided by PNC Bank, National Association, a subsidiary of PNC, and are subject to credit approval and property appraisal. Terms and conditions of this offer are subject to change without notice. PNC is an Equal Housing Lender.

Credit Card Offer

- **Earn \$100 when you open a new qualified PNC Visa® Credit Card—Open a new qualifying PNC Visa® Credit Card and make at least \$1,000 in purchases within the first three billing cycles following credit card account opening, and \$100 will be credited to your qualifying checking account. Choose from PNC Core® Visa®, PNC points® Visa® or PNC Cash Rewards® Visa®**

Obtaining a PNC Bank credit card account is subject to credit approval. To qualify for the \$100 credit card account cash award, when applying for a new credit card, the PNC Military Banking customer must have an eligible PNC Military Banking Virtual Wallet with Performance Select, Virtual Wallet with Performance Spend, Virtual Wallet Checking Pro, Performance Select Checking account or Performance Checking account, open a new qualifying PNC credit card, and make at least \$1,000 in purchases within the first three billing cycles following credit card account opening. The \$100 cash award is not available to PNC Military Banking customers who have already opened a qualifying PNC credit card and were credited the \$100 cash award to the same eligible checking account within the last 24 months.

The \$100 cash award will be in the form of a credit to the eligible checking account within 90 days following the purchase that enabled you to meet the \$1,000 minimum requirement. The \$100 cash award will be identified as “CREDITS MILITARY CRCARD” on your monthly checking account statement. Your PNC Military Banking checking account must remain open in order for you to receive the \$100 cash award. The \$100 cash award may be subject to tax reporting. Limit one \$100 cash award per PNC Military Banking eligible checking account in a 24-month period. The 24-month period begins on the date the most recent \$100 credit card account cash award was credited to the eligible checking account.

As used in this offer, the term “purchases” has the same meaning as “qualifying purchase” in the PNC points Program terms and conditions, as “purchase” in the PNC Cash Rewards Program terms and conditions, or as “purchase” under the account terms for PNC Core. That means that, in general, as used in this offer, “purchases” does not mean all transactions you may make with your credit card account. Some limited transactions, such as cash advance transactions (including the purchase of cash equivalent products) and balance transfers, are excluded. Also, fees and interest, even if included in the purchase balance on your account, never earn rewards and are not treated as purchases for purposes of qualifying for the cash award offer. For details about excluded transactions, please see the complete reward program terms and conditions available on pnc.com/creditcards.

For details on reward programs, please refer to the applicable reward program terms and conditions, which are available at pnc.com/creditcards. This offer may be modified or discontinued at any time and without notice. Must apply for the credit card at the branch/Solution Center or by calling the PNC Care Center.

PNC Bank, National Association, is the issuer of the PNC Bank credit cards described

herein. Bank deposit products and services are provided by PNC Bank, National Association, **Member FDIC**.

Terms and conditions of these offers are subject to change without notice.

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ACCOUNT AGREEMENT FOR YOUR CONSUMER CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

This Agreement defines the relationship between you (the account holder) and us (PNC Bank). This Agreement specifically applies to customers whose accounts at BBVA are being converted to PNC deposit accounts.

This Agreement establishes the terms and conditions of your new PNC Bank deposit account or accounts (your “Account,” unless specified otherwise). Your Account may be one of the following products: Foundation Checking, Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select, Standard Savings, Premiere Money Market, Private Banking Checking, Private Banking Money Market.

A Virtual Wallet product may consist of only a Spend account, or it may consist of the Spend (checking), Reserve (checking) and Growth (savings) accounts. This Agreement will apply to each and all of those accounts unless otherwise specified.

Your Account is a consumer account and is to be used for your personal, family or household use only.

You don’t need to sign this Agreement. When you sign the signature card, electronically acknowledge that you agree to the terms and conditions of the agreements provided on the “Terms and Conditions” page of the online account application, use your account(s), or add/change services connected to your account, you are agreeing to the terms and conditions in this Agreement (or, in the case of additional account-related products and/or services, their applicable terms and conditions). You are also agreeing to comply with all local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC).

This Agreement is a legally binding contract, so we recommend that you read it and keep it for reference. The terms of this agreement will take precedence over any statement, spoken or written, made by a PNC employee or officer.

If you appoint a legal representative or an attorney-in-fact (for example, if you give someone power of attorney), that person will also be bound by this agreement

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 39-41.

You should also review the following documents that relate to your account(s):

- The schedule of service charges and fees (the “fee schedule”) that applies to your Account, which is hereby incorporated by reference and made part of this Agreement. To learn which fee schedule applies to your Account(s), please refer to the “Getting Started” section at pages 2-3 of this disclosure book.
- Consumer Funds Availability Policy
- Substitute Check Policy Disclosure
- Consumer Electronic Funds Transfer Disclosure Statement
- PNC Bank Online Banking and Bill Pay, Online Banking Transfer Funds and PNC Payment

Services, and/or Online Bill Pay Services Agreement for information concerning the use of these services (if you have selected any of these services – available online)

- Overdraft Protection Agreement
- PNC Privacy Notice, What Does PNC Do With Your Personal Information?

ABOUT YOUR ACCOUNT

Protecting your account

You are responsible for keeping track of your transactions. You must protect your checks, debit card and PIN, and you must notify us if any of these items are lost or stolen.

Contact us immediately if you notice any irregularities in your account. We will investigate the situation. If necessary, we may require you to transfer the balance to another account or close the account, depending on the situation.

You are responsible for providing us with true, accurate and complete contact information, including a valid address (postal or email). If you change your address, please notify us promptly by postal mail, electronic mail, in person, by phone or through Online Banking. If you change your electronic contact information, please update through Online Banking. We will deliver notices and other materials using the contact information you have specified. We are not responsible for investigating whether or not you have changed contact information.

If a notice is returned to us as undeliverable, by email or postal mail, we can stop sending notices until you provide us a valid address.

Protecting your Debit Card

Your PIN serves as an electronic version of your signature, and has the same legal effect, so keep it safe.

- Do not tell your PIN to anyone else.
- Do not write your PIN on your card.
- Do not keep a copy of your PIN with your debit card.

If you give your debit card and PIN to anyone, you will be responsible for their actions.

Contact the bank immediately if your debit card is lost or stolen, or if you have problems with your account.

Your statement

You can check your balance and track your transactions online as soon as we process your deposits, withdrawals and transfers.

We will also mail or post (“deliver”) a monthly statement of your Account that lists all account activity during the statement period, and any other information required by law. We will do this: (1) by mailing the statement, in paper form, to the last postal address which you have specified for your Account; or (2) if you have opted to receive online statements in electronic form, by posting the statement in PDF form on PNC’s secure Online Banking website. (For more information about online statements, please consult PNC’s Online Banking Service Agreement).

Review your statement carefully. If you notice a problem, such as an unauthorized payment or some other irregularity, you must notify us within 30 calendar days of the day we delivered you the first statement that shows the irregularity. If you don’t notify us in time, we will not be liable for charges to your Account. You may have additional rights to assert errors in connection with electronic funds transfers. See your Consumer Electronic Funds

Transfer Disclosure Statement for more details. 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.

We may deliver statements less frequently if your account is inactive. Your Account is considered inactive if you don’t make any withdrawals or deposits for six or more months. Statements for savings accounts will be delivered quarterly and for any month in which there is electronic activity.

Please notify us of any change in your address. If your statement is returned to us, we may suspend further delivery until a current address is received. You can notify us of an address change by mail, in person or through our Online Banking system.

If you have a Virtual Wallet: For your Spend and Reserve accounts (if you have a Reserve account), we will deliver a statement each month. Statements for your Growth account (if you have a Growth account) will be delivered quarterly and for each month in which there is electronic activity.

Deposit account servicing documents

We will mail or post (“deliver”) account servicing communications (“documents”) that provide information on certain account activity or other servicing information. We will do this: (1) by posting the document in PDF form on PNC’s secure Online Banking website if the communication is available to be delivered through Online Banking; or (2) by mailing the document, in paper form, to the last postal address which you have specified for your Account. (For more information about online documents, please consult PNC’s Online Banking Service Agreement).

Documents that are delivered through Online Banking will no longer be delivered by postal mail. For more information on documents that will be delivered through Online Banking and answers to common questions, visit the Documents tab within the Customer Service section of Online Banking.

We will also send you an email notification that a new document is ready to be viewed in Online Banking.

Access to your account

To appoint someone to act on your behalf

If you want someone to act as your agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity (collectively, an “agent”) you must notify us so we can designate this person on our records as your agent. If this individual is not designated, we will assume that you have no agent appointed.

If you appoint someone to act on your behalf, we will ask to review the documents (power of attorney, court order, etc.) that establish this arrangement. Appoint this person(s) carefully, since we will follow your agent’s instructions until we receive—and have time to act on—written notice that he/she is no longer your agent.

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

FOR ACCOUNTS IN INDIANA: Such documents must be valid as defined by Indiana Code 30-5.

For payable on death or “in trust for” accounts

We will, as permitted by law, accept accounts that are designated as either payable on death or in trust for another (both referred to as “POD Account(s)”), and which automatically transfer your POD Account, upon your death, to the beneficiaries (“POD Beneficiaries”) designated on the signature card. This means that when you die the funds in a POD Account will not be part of your estate.

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 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.

Accounts under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act
The custodian of any account under either the Uniform Transfer to Minors Act or the Uniform Gift to Minors Act must notify us immediately in writing upon either the death of the minor or the minor's reaching the age of majority. Upon such notice, the custodian's authority over the Account will continue only to the extent allowed by applicable law. Until such notice is received, we may honor any checks or drafts written on the Account without incurring any liability to either the minor or any third party, and the custodian will be liable to us for any loss or expense we incur as a result of the failure to give us notice.

Upon the death, incapacity or resignation of any custodian, when there is no remaining custodian in those jurisdictions that permit joint custodians, we will recognize a successor custodian duly designated by the previous custodian. If no successor custodian has been so designated, we will only recognize a successor custodian who is assuming the position in accordance with applicable state law.

For joint accounts

Unless you open your Account online, each Account holder needs to sign a signature card to be considered a joint Account holder. If you open your Account online, each Account holder needs to electronically acknowledge the terms and conditions of the agreements provided on the "Terms and Conditions" page of the online account application.

Unless you open your Account online, each Account holder needs to sign a signature card.

Unless we are given specific direction in writing, signed by all joint Account holders, each joint Account holder will be able to perform the following Account-related actions:

- Endorse checks or other items and instruments made payable to any joint Account holder
- Make deposits or withdrawals
- Provide instructions about the Account or appoint a representative to act on his/her behalf

This authority and these rights shall continue despite the later disability, incapacity or death of any joint depositor. Each joint depositor may also appoint his own agent to transact business on the joint Account, without the knowledge or consent of the other joint depositor(s).

If your Account is a joint Account, you and the other Account holder(s) own the joint Account as joint tenants with the rights of survivorship and not as tenants in common. This means that each joint Account holder has full control of the Account while all are alive. If a joint Account holder dies, 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.

We will honor a check signed by any joint Account holder.

We consider any notice sent to one joint Account holder to be a notice to all joint Account holders. For documents delivered through Online Banking, all Account holders will be able to view them by visiting the Documents tab in Online Banking. We will require at least one Account holder to provide an email address to receive notification of the availability of a new document. All Account holders may sign up to receive notifications and update notification preferences.

If we are served with legal process affecting funds in the Account (e.g., garnishment), we will take any steps permitted or required by law pending resolution of the matter.

If an Account is in the names of spouses, you understand, intend and agree that the Account is NOT owned as tenants by the entireties unless otherwise expressly designated on the Account records. We reserve the right to refuse to allow you to hold the Account as tenants by the entireties, at our discretion.

Charges and fees

Charges and fees will be assessed to your Account. To avoid overdrawing your Account, be sure to include these fees when you balance your Account.

We will deduct from your Account any charges or fees that you owe. These charges may include the following:

- A monthly service charge
- Charges for account services
- A legal process charge if your funds are attached or garnished

These fees will reduce your balance. In some cases, this may cause you to overdraw your Account or your outstanding checks to be returned unpaid.

Charges and other fees mentioned in this Agreement or otherwise applicable to your Account are detailed in our fee schedule(s), a copy of which has been given to you, and which is a part of this Agreement.

DEPOSITING MONEY

Overview

You may make a deposit in several ways:

- In person
- By mail
- At an ATM
- By a mobile device

We recommend using the deposit slips that come with your account; they are encoded with information that will help ensure that your deposit is credited correctly.

If you make a deposit, we may adjust your account if there are computational errors — for example, if you added your checks incorrectly and deposited more or less than you thought you did at the ATM.

Make sure your deposit makes it safely to the bank

We recommend you retain your receipts — you may need them to prove your deposit.

Don't mail cash, since there's a risk it will be stolen.

We verify all deposits, but will not be held responsible for deposits we don't have a record of or don't receive.

Ensure your Account number is correct when electronically transferring funds to your account through the Automated Clearing House (ACH) network. An example of this type

of transfer is when your paycheck is deposited through direct deposit. We rely on the account number provided by the person or financial institution sending the funds, and are not responsible if we are given an incorrect account number. When the fund transfer is credited to your Account, you can access this information through Online Banking. We will also notify you of this deposit on your regular account statement.

Endorsing checks

Be sure to properly endorse your checks and only use the area allowed for your endorsement.

We may be unable to deposit your check if you've written your endorsement in the wrong area.

If your check is missing an endorsement, we have the right to fill it in. However, we may refuse to accept a check, for example, if it has multiple endorsements (such as a check made payable to someone else and later signed over to you).

If we need to investigate an improperly endorsed check or obtain an endorsement, we may place a hold on your account until we can resolve the matter.

Collecting your deposits

The time it takes to collect the funds you deposit depends on the banks or parties involved and their locations. Sometimes, due to circumstances beyond our control, your deposits will take longer to become available.

We have the right to refuse to cash a check made payable to you, and we may require you to deposit it.

When you make a non-cash deposit, we post it to your Account, but this credit is dependent on receiving final payment. If you make a deposit that will not be paid — for example, if you deposit a bad check or we don't receive final payment for electronically deposited funds — we will withdraw this amount from your Account plus any interest you've earned. We will also charge you a fee for reversing the money from your Account (this is called returning a deposit). If this causes your Account to be overdrawn, you must also pay the amount of the overdraft immediately, as well as any overdraft charges.

We may return all or part of a deposit at any time. We do not have to notify you before we credit or revoke these funds from your Account.

Any fees we have to pay to collect a deposit from your Account, such as lawyers' fees, will be charged to your Account. All deposits and credits to your Account, including without limitation wire transfers and other electronic payments, are subject to review for compliance with applicable law, including without limitation regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your Account, or refusal to accept all or part of the deposit.

We will not be liable to you for any such delays or refusals.

If we have to reimburse the government for funds deposited into your Account, we may deduct that amount from any account you have with us. We do not have to notify you first, unless required by law.

WITHDRAWING MONEY

Overview

Your Account offers many ways to withdraw money, such as online, in person, checks, debits or ATM transactions.

We withdraw funds from your Account on the day an item is presented to us or when we are notified that an item drawn on your Account, such as a check, has been deposited in another financial institution.

Using your debit card

You may use your debit card for ATM transactions and to purchase goods and services. Debit cards are considered bank property. We have the right to cancel your card without notice at anytime and may require you to surrender it.

Writing checks

If you write a check, we can only honor it if it is properly filled out and signed by you or your representative or agent whose authority is on file with us.

We don't return your checks after processing them. If available, we will provide check images or photocopies.

Use blue or black ink

Writing or depositing checks with decorative images or ink colors other than black or blue increases the possibility of processing errors. We will not be liable for any losses you incur as a result of processing errors.

Write a current date on your checks

We are not responsible for checks that are missing dates, postdated, or stale-dated. If you do not wish to pay a check you have already written, place a stop payment order with us. Read the Stop Payment Section of this Agreement for more information. We have the right to refuse requests to cash checks that you have written with an inappropriate date. We also have the right to impose a charge for cashing a check that you have written if the date is not current.

Signing checks

You must sign your checks, or a representative or agent who has been granted check-writing authority must sign them.

If you have a joint account, any joint account holder may sign checks. Protect any stamps or machinery you use to sign checks, since their use by any person is considered an authorized signature.

We process checks automatically so that we can clear the largest number of checks at the lowest cost to customers. We have a duty to use "ordinary care" in examining the checks that we process; by processing your check automatically, we have used ordinary care. We have also used ordinary care if a check has unauthorized signatures or is altered so skillfully that a reasonably careful person cannot readily detect this change. We will not be liable for any resulting losses.

Insufficient Funds and Overdrafts

You should consider all your transactions when you make a withdrawal. We give you daily access to the information we have regarding your account balances and transactions, but the accuracy of that information is subject to any pending or unprocessed transactions that only you know about. It is your responsibility to keep track of your transactions and balances accurately.

Overdrafts

We are only required to permit a withdrawal if your Account has sufficient available funds to cover the whole amount.

FOR ACCOUNTS IN INDIANA: 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.

If you are a recipient of Social Security or other government benefits which have been deposited in the Account, you specifically authorize us to apply such benefits to pay any overdraft.

Payment of Overdrafts for Debit Card Transactions

If you want us to allow you to complete a transaction that may cause an overdraft to your Account when using your debit card at ATMs, and for everyday (one-time or non-recurring) merchant purchases, you must specifically authorize us to do so. If you authorize us to pay these transactions, you agree to repay us immediately the amount of any funds advanced

to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account, even if we had allowed such activity on one or more prior occasions.

If you do not specifically authorize us to complete these transactions, we will decline these transactions if your funds are not sufficient to cover them. We may not be able to prevent all overdrafts (including, without limitation, transactions that a merchant does not submit for authorization). Even if we are unable to prevent such overdrafts, you are still required to repay us immediately the amount of the funds advanced to you.

If you have authorized us to pay overdrafts when using your debit card, and you are using a PNC Bank ATM, we can 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.

Payment of Overdrafts for Checks, ACH Transactions and Preauthorized Automatic Debits
Checks, ACH Transactions and preauthorized automatic debits (including recurring debit transactions) that exceed the available balance in your Account, and thus create an overdraft, are subject to associated overdraft fees. If, in our sole discretion, we choose to allow these withdrawals when there are not sufficient available funds in your Account, you agree to repay us immediately the amount of any funds advanced to you. In addition, your Account may still be assessed with associated overdraft fees. At no time shall we be required to allow you to overdraw your Account, even if we had allowed such activity on one or more prior occasions. 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. The classification of a transaction as recurring or non-recurring is determined by merchants, other institutions or other third parties before it is presented to us for authorization or payment.

Pending Transactions

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, or cause transactions to be declined, 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 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. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Consumer Funds Availability Policy for more information.

Order of Processing Withdrawals

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.

This order of processing may affect the total number of overdrafts on your account (and, if applicable, the total amount and number of overdraft fees charged). We will not be liable for damages or wrongful dishonor if any item is not paid as a result of the order in which we process withdrawals.

Other Information

We are only required to make one determination per day regarding whether your balance is sufficient to pay transactions. We don't have to determine your balance again if you have more funds available later in that day.

We are not required to notify you in the following circumstances:

- We pay a check that overdraws your Account.
- We choose not to pay a check that would overdraw your Account.
- We charge you a fee for either of these scenarios.

Stop payment orders

You may stop payment on any of the following:

- Checks
- Preauthorized transfers
- Visa Debit Card recurring debits

You cannot stop payment on the following:

- Cashier's checks
- Money orders
- Other items that are equivalent to cash

Stop payment orders are subject to our current charge for that service, as outlined in the fee schedule.

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

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

To stop payment, verify that the information you provide, such as the amount and check number, are accurate. We process stop payment orders by computer, so you need to provide accurate information. Otherwise, we cannot ensure the item you want stopped will not be paid.

We will accept a stop payment order from anyone with signing authority on your Account, regardless of who wrote the check or made the payment order that is being stopped.

We must receive your stop payment order with enough time and in a manner that we can reasonably act on it before finalizing your payment.

After we receive your stop payment order, it will be effective for six (6) months, unless you notify us in writing to cancel the stop payment order sooner. Stop payment orders on Visa Debit Card recurring debits are effective for two (2) years from the date of receipt. For any stop payment to be effective, at least one (1) transaction must have been posted to your account.

To extend a stop payment order, you need to write or call us before it expires. If you do not extend the stop payment order, we are allowed to pay an item presented to us after

the stop payment order has expired. If we inadvertently pay an item that you have a stop payment order on, we may not recredit your Account if you owe money to the payee. If we recredit your account, you will have assigned us your rights against the payee(s), for the item and the underlying claim.

TRANSFERRING MONEY

Transaction limitations

Transaction fees will apply to your Account if you exceed six (6) Restricted Transfers in a monthly service charge period. Restricted Transfers are transfers from a savings, money market or Growth 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. If you make more than a total of six (6) Restricted Transfers in a monthly service charge period, you will be charged a fee for each Restricted Transfer.

Some of the transactions that are limited include the following:

- Overdraft transfers from a savings account to cover checking transactions
- Transferring money from a savings account to a checking account online, over the phone, by fax or by email
- Transferring money electronically to pay a third party, a mortgage with another bank, utilities, gym membership, etc.

We reserve the right to prevent transfers that exceed these transaction limits or to monitor these transactions after they occur. When we observe that the number of transactions exceeds these limits, we will contact you for corrective action. For more information as to which types of transactions may be conducted with each Account, and any limitations on such transactions, please refer to our Electronic Fund Transfer Disclosure Statement or ask a Bank employee for assistance. We reserve the right to suspend our enforcement of these transfer limitations, at our discretion.

SPECIAL CIRCUMSTANCES

Disagreements between joint account holders

If we receive notice of a dispute between two or more Account holders, we may require all Account holders to authorize transactions. This ensures that everyone is aware of the transaction. If we are served with a legal process regarding the funds in the Account, such as a court order, lien or garnishment, we will take any steps permitted or required by law pending resolution of the matter.

Death of an account holder

If a joint Account holder dies, the other Account holders are responsible for notifying us. If your Account is considered payable-on-death, we will transfer your Account to the beneficiaries listed on your signature card. Ordinarily, we have the right to pay any checks and carry out any other transactions authorized by the deceased depositor for 10 days after the date of death, or for a different period of time if specified by law. For joint accounts, the surviving Account holder(s) can stop payment on checks or transfers made by the deceased. For accounts with a single Account holder, a legal representative can stop payment on checks or transfers made by the deceased. Otherwise, we will pay all checks and carry out all authorized transactions for 10 days. Until legal requirements are met, we may refuse withdrawals from your Account.

If your account becomes inactive

Your Account is considered inactive if you don't make any withdrawals or deposits for six or more months. You will still be assessed the following:

- Existing charges and fees
- Any charges and fees introduced or increased during the period of inactivity

We may send you statements less frequently if your Account becomes inactive. Additionally, your Account may be considered "abandoned property" under state law if it is inactive for an extended period of time.

The definition of "inactive," including the time period, depends on which state's law applies. If your Account is "abandoned property," we are required to transfer the balance to the state.

If we need to reclaim money

If you receive payment from us for an item, such as a check, and we need to investigate a claim that the item contains a forged endorsement or alteration, we are allowed to place a hold on your Account while the investigation is made. If we find that the item contains a forged endorsement or alteration, we are allowed to charge your Account for the face value of the item.

When you open the Account, you and any joint depositors grant us a security interest in the balance in your Account and joint Accounts held in your name, including those held by husband and wife. This means we may charge your Account for any debts owed to us (i.e., loans, overdrafts, obligations) by you or your joint Account holder, even if the Account holder is your husband/wife.

If necessary, we may charge other Accounts you hold individually or jointly for the money owed to us. We are not required to give you or other Account holders advance notice before exercising these rights. Debts from bank credit cards, IRAs or other tax-deferred retirement accounts are not included unless permitted by law.

Our right to reclaim money owed to us takes priority over the following:

- Change of ownership
- Pledge
- Garnishment
- Court order or legal process

We will take any steps permitted or required by law to resolve the matter.

FOR ACCOUNTS IN INDIANA: All joint Account holders 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 account holder, 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 Account holder up to and including the entire balance of any such Account without regard to the contribution to the Account.

Reporting negative information to credit bureaus; Disputing reported information

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that 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 supporting documentation, such as account statements, letters, etc.
- A copy of the ChexSystems or Early Warning Services report, if available.

Transferring your account

If you want to transfer ownership of your Account, the transfer has to appear on our records to be considered effective.

If you want to remove a joint Account holder or transfer ownership of your Account, you may need to close the Account, and a new Account can then be opened by the new owner(s).

If you are pledging your Account to pay for a debt, we must approve of this transfer, and the pledge remains subject to our security interest and right of setoff, unless we agree otherwise in writing.

Closing your account

You or the bank can close your Account(s) at any time. We may ask that you provide your request to close in writing. If we close the Account, we will mail you a check for the final balance. If you close the Account(s), 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(s). We are not required to close the Account(s) 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. We reserve the right to temporarily re-activate your Account after it has been closed to process transactions that you initiated or authorized, but were not completely processed, before your Account was closed. In addition, we may temporarily re-activate your Account as part of the process of resolving disputes of transactions that occurred before your Account was closed. 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. However, we may re-activate your Account to process items that are returned to us after your Account is closed if we have already paid the item on your behalf. In these cases, you will be responsible for any negative balance that is created due to money you owe us. Any additional deposits or electronic credits (including Social Security, pension payments and automatic payroll deposits) will be returned to the originator.

WHAT WE DO BEHIND THE SCENES

Maintaining your account

Each checking account may be comprised of 2 sub-accounts that we manage. It does not affect your interactions with your account. For your checking account, Virtual Wallet or Virtual Wallet Student Spend account and your Virtual Wallet Checking Pro Spend and Reserve accounts, one of the sub-accounts is a checking sub-account; the other is a non-interest-bearing money market sub-account. For interest checking accounts, and the Spend portion of your Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account, one of the sub-accounts is a checking sub-account; the other is an interest-bearing money market sub-account. For the Reserve portion of your Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend and Virtual Wallet with Performance Select, one of the sub-accounts is a checking sub-account, and the other is an interest-bearing money market sub-account.

To cover your withdrawals, we transfer funds each day from the money market sub-

account to the checking sub-account. Each statement period we allocate funds between the 2 sub-accounts. After 6 transfers, all the money from the money market sub-account is transferred to the checking sub-account for the remainder of the period.

Calculating interest

We are required by law to report the interest you earn to the government, so we need your Social Security number (or other written certification) to do so. Otherwise — as required by federal law — we may withhold this interest and pay a portion to the government, and you may face a government penalty.

Giving written notice before withdrawing funds

We want withdrawing funds to be easy and convenient, but under federal regulation, we have the right to require that you give us written notice seven (7) days before withdrawing funds from an interest-bearing account. It's not often that we require this notice; however, we are allowed to require you to give this notice, even if we have never done so before.

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.

Our use of check images and substitute checks

We don't return your original checks, but you can request an image of your cashed checks. Your original check will be taken out of circulation and destroyed once an electronic record of it—either an image or a record of the data—has been created. The bank will then use this electronic record for collection, payment, and return. This is often referred to as the “image exchange process.” Under this Agreement, the image exchange process can be subject to the rules of check clearinghouses, the Federal Reserve or exchange agreements between two (2) or more banks. A check image received or created by us will be considered a “check” or an “item” for purposes of this Agreement and any applicable law.

We may also create or process substitute checks, which are for bank use only. You will rarely have a substitute check, but if you do, you cannot deposit it with us. If you deposit a substitute check with another bank, or transfer a substitute check to another person, you shall not identify us as a “reconverting bank” or “truncating bank” on that document. If you do, you will be required to compensate us for any loss we incur directly or indirectly.

Remotely created checks

A remotely created check is one that you authorize—for example, over the phone—but does not have your signature. We may honor a remotely created check that you (or any joint Account holder) authorize someone else to create.

If you deposit a remotely created check, and the check is not authorized to be paid in the amount stated on it or to the person to whom it is made out, you will be required to compensate us for any loss we incur as a result.

All the agreements that apply to checks also apply to remotely created checks, except these checks will not have an account holder's signature on them. If you violate any of these terms, we will require compensation for any loss we incur as a result.

Your personal information; Call recording; Consent for service calls

We will treat personal information about you and your Account in accordance with the “PNC Privacy Notice, What Does PNC Do With Your Personal Information?” You agree to cooperate with us in any recordkeeping and reporting which we believe necessary to fulfill government requirements. 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.

APPLICABILITY AND EFFECTIVENESS OF THIS AGREEMENT

Providing written notice

If you give us written notice, we consider it effective when we receive it. If we give you written notice, this notice 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.)

Disclosures

Any disclosure statements or policies we give you are considered a part of this agreement.

Agreements for other services

If the terms and conditions for other bank services (such as online banking) conflict with this agreement, the agreement for those bank services will be used instead of this agreement. However, this only applies to the conflicting terms. The rest of the language in this Agreement will still be in effect.

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

If a court finds any part of this agreement to be considered invalid, or unenforceable for any reason, the rest of the agreement will continue to be in effect.

Amendments

We reserve the right to amend this agreement (including the right to add new provisions and to convert you from one product to another) and any of our fee schedules (including the right 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. If we make changes due to an emergency situation, we will notify you as soon as possible. When we provide notice to a joint account holder, we will consider it sufficient for all account holders. Your continued

use of your Account(s) following the effective date of the Amendment will indicate that you agree to be bound by this agreement, as amended.

Waiver of Terms

We may waive any of these terms and conditions from time to time. To be effective, the waiver must be written, and it must be signed by a bank officer. The fact that we waive a term or condition once, or multiple times, does not mean that we have waived the right permanently, and it does not require us to waive it on any occasion in the future.

Governing Law

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.

INTEREST PAYMENT AND BALANCE COMPUTATION

Your interest rates and Annual Percentage Yields may change. 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.

Interest on all consumer interest-bearing checking, savings and money market deposit accounts is compounded monthly and credited on the last day of each monthly statement period. For Savings accounts with quarterly statements interest is credited on the last day of each calendar month. If you close your account before interest is credited, you will not receive the accrued interest.

We use the daily balance method to calculate the interest on your interest-bearing account(s). This method applies a daily periodic rate to the total principal in the account each day.

Tiered-rate accounts, including interest-bearing Spend accounts and Growth accounts, earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for the appropriate balance tier. Interest-bearing Reserve 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 no later than the business day we receive credit for the deposit of checks and other non-cash items.

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

If you use the combined average monthly balances in your qualifying checking account(s) to avoid the monthly service charge on a Performance Checking, Performance Select

Checking, Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account, then on the statement date of your Spend or checking account, we review the average monthly balance for each related account for the current statement period. The average monthly balance is calculated by adding the principal in each of your related accounts for each day of the current statement period and dividing that figure by the number of days in the current statement period.

Note: For product types listed in this section, availability may vary by location.

LOW CASH MODE

Low Cash Mode is a set of account tools that will become available in the PNC Mobile App for your Virtual Wallet Spend account. Additionally, this experience includes special overdraft pricing and Extra Time to fund your account when it is overdrawn (refer to details below).

The Terms and Conditions of Low Cash Mode follow. Low Cash Mode availability varies by market and product and is at PNC's discretion. By using your Virtual Wallet Product, you agree to the Low Cash Mode terms and conditions.

Low Cash Mode Overview:

Low Cash Mode (LCM) is a set of account tools to provide you with more options for managing your Virtual Wallet Spend account when the available balance is lower than a dollar threshold that you have set or when the available balance is negative. Low Cash Mode includes pricing changes applied to your Virtual Wallet Spend account, as well as enhanced features, which are only available in the PNC mobile app, as described in further detail below.

Low Cash Mode includes:

- the option to set up an enhanced set of alerts;
- Extra Time to fund your Virtual Wallet Spend account before Overdraft Item fees are assessed;
- The Extra Time Clock, to let you know how much Extra Time you have remaining;
- a "Payment Control" feature to allow you to review and manage pay/return decisions on certain check payments and items that are processed through the Automated Clearing House (ACH) using your account and routing number when your Virtual Wallet Spend account is overdrawn.

NOTE: Low Cash Mode is not available on your Reserve account or your Growth account. All references to "Account" apply to your Virtual Wallet Spend account unless otherwise specified.

If your Account is overdrawn at the time that Low Cash Mode becomes available to you, Extra Time will not be available until you increase your Account's available balance to at least \$0. When Low Cash Mode becomes available to you, we will establish default Low Cash Mode settings. You can go into your PNC Mobile app and change those settings at any time.

To receive Low Cash Mode alerts, you must set up your alert preferences in the PNC Mobile app and provide valid contact information. If you set up your alert preferences and provide valid contact information, we will alert you when the available balance on your Account becomes negative or becomes less than the threshold you have specified. If your Account is a joint account, any owner or signer can establish or change the threshold for the Account. This threshold will be the threshold for all owners and signers on the Account. If you choose not to set up your alert preferences, you can obtain information about your available balance in any of our customer service channels. You are responsible for providing accurate and up-to-date contact information.

Please refer to your Virtual Wallet Features and Fees for the full details of the different pricing and fees for Overdraft and Returned Items (also known as Non-Sufficient Funds or

NSF) applicable to your Account.

If you change your product from a Virtual Wallet Spend account to another PNC deposit product, you will lose access to Low Cash Mode, including Extra Time and Payment Control, and the fees and charges applicable to your new product will apply, including any applicable Overdraft Item and Returned Item (NSF) fees.

Extra Time:

PNC Extra Time consists of two main components: 1.) additional time (Extra Time) to fund your Account to avoid Overdraft Item fees; and, 2.) the Extra Time Clock, which will appear in your PNC Mobile app to show you the amount of Extra Time remaining to fund your account.

At PNC, a "business day" is every day except Saturday, Sunday and a federal holiday. With Extra Time, if your Account becomes overdrawn on a business day, you have until 10 p.m. Eastern Time on the next business day to bring your available balance to at least \$0 to avoid an Overdraft Item fee. If your Account becomes overdrawn after 10 p.m. Eastern Time on Friday or on a non-business day, you have until 10 p.m. Eastern Time the second business day after the Account is overdrawn to bring your available balance to at least \$0 to avoid an Overdraft Item fee. If you bring the available balance on your Account to at least \$0 before the end of your Extra Time period, we will not charge the Overdraft Item fees that were incurred during that period.

Your Extra Time period begins when the available balance in your Account becomes negative and will end when you bring the available balance in your Account to at least \$0 or when your Extra Time period expires. In order to avoid fees, you must bring the available balance in your Account to at least \$0 before your Extra Time expires. If you make a deposit, the time it takes for your deposit to be reflected in your available balance and for those funds to become available to you will vary based on the deposit type and time. Depending on your deposit type or your deposit time, your deposit may not be available before your Extra Time period expires. Generally, if a deposit is received before our 10 p.m. Eastern Time cut-off time on a business day, we will consider that to be the day of 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. Refer to PNC's Consumer Funds Availability policy to determine when your deposit may be available.

If you are a PNC Mobile app user, the Extra Time Clock will be visible on your Low Cash Mode Dashboard. The Extra Time Clock will show you how much time remains before your Extra Time period expires. This is how much time you have to bring the available balance in your Account to at least \$0 before incurring an Overdraft Item Fee.

If you have not increased the available balance in your Account to at least \$0 before your Extra Time period expires, your Account may be assessed an Overdraft Item fee for each business day on which the ending available balance is negative and on which you made or authorized new withdrawals from your Account that contributed to the negative available balance. Additional withdrawals from your Account that contribute to the negative amount of your available balance will not restart your Extra Time clock or change the amount of time available in your Extra Time period. As a result, the amount required to increase the available balance in your Account to at least \$0 may be greater than the amount that was required at the beginning of your Extra Time period.

If you set up Low Cash Mode alerts, you can choose to receive alerts when the available balance in your Account becomes negative. The timing of your negative balance or other alerts will not impact the amount of time in your Extra Time Period. If you do not set up Low Cash Mode alerts, PNC will not send you alerts or notifications for Low Cash Mode, including alerts or notices related to Extra Time.

Please note that while Extra Time gives you additional time to avoid an Overdraft Item fee, Extra Time does not pause or delay any reporting regarding negative balance, items returned due to insufficient funds, or overdraft activity. Overdrawing an account, maintaining a negative available balance for any period of time, and returning transactions

as unpaid may have other impacts including account closure or negative impacts to your ability to obtain financial services including loans, deposit accounts, and other services at PNC and other institutions.

Payment Control:

Payment Control options may be presented in your PNC Mobile app when the available balance in your Account is negative. Payment Control allows customers whose Account has a negative available balance to review and manage certain check payments and/ or ACH items (collectively, "Items") which have posted or will post to your Account and contribute to the negative available balance. Payment Control will be made available at PNC's discretion. Not all customers will have access to Payment Control and Payment Control decisions will not be available on all Items. You will not be offered the option of Payment Control if your Account's available balance remains negative for an extended period of time. Point-of-sale transactions and debit card transactions will not be available for decision in Payment Control. Payment Control is not available from 10 p.m. Eastern Time to 6 a.m. Eastern Time on business days.

For Payment Control Items, you may be presented an option to pay the Item (which will create an overdraft and contribute to the negative available balance in your Account) or to return the Item as unpaid (which means the Item will not be paid and will no longer contribute to the negative available balance in your Account). When you are presented with the option to pay or return an Item, you will be able to view the time remaining to make a decision on each Item in the Payment Control screen. You will see both pending and posted Items in Payment Control. Posted Items have been processed by PNC and will be marked with a projected "pay" or "return" decision. If you take no action, the projected decision is the outcome that will occur when the decision time expires. Pending Items are Items that are newly presented to your Account and that will not yet have been processed when they appear in Payment Control. Pending Items will be marked with a projected "pay" or "return" decision, but we may change that decision, if necessary, at the time we process the Item and attempt to post it to your Account.

Any signer on the Account may make pay or return decisions. If any signer submits a decision to return an Item in Payment Control, that decision is final and cannot be changed. If any signer submits a decision to pay an Item in Payment Control, the decision may be changed by any signer prior to the expiration date and time listed for the transaction in the Payment Control time period. PNC reserves the right to decline to pay an Item even if you have selected to have the Item paid where, in our judgment, fraud is suspected or where the Item cannot be processed.

Extra Time and Payment Control may be available at the same time. If you choose to return an Item using the Payment Control feature and returning the Item causes the available balance in your account to become at least \$0, your Extra Time period will end.

Items returned in Payment Control may be resubmitted by the payee up to 2 additional times. As a result, Items that you have returned may appear in Payment Control again if the resubmission of an Item contributes to your Account's negative available balance. A record of Items that you have chosen to pay/return will be available in the Payment Control History within the PNC Mobile app.

When you choose to return an Item that has been presented to PNC for payment, we will return the Item to the payee's bank for insufficient funds, and the payee will not receive payment from PNC. You may still have an obligation to pay the payee for goods, services or other products. PNC is not responsible for satisfying any obligations between you and the payee or any other party with respect to an Item you decide to return. Before choosing to return an Item, you should consider rules the payee may have or actions the payee may take on late/returned payments. Overdrawing an account, maintaining a negative available balance for any period of time, and returning transactions as unpaid may have other consequences, including account closure or negative impacts to your ability to obtain financial services including loans, deposit accounts, and other services at PNC and other institutions.

PNC will not be liable for damages or wrongful dishonor if you choose to return an item unpaid through Payment Control.

For customers who have Overdraft Protection (the "Protected Account" is your Spend account in this example): At such time or times that PNC Bank determines that the available balance in your Protected Account is negative, PNC Bank will transfer funds to the Protected Account in an amount sufficient to attempt to bring your available balance to at least \$0. This transfer occurs during your Extra Time period and funds will transfer from the Protecting Account during nightly processing at the end of the business day on which the Protected Account was overdrawn. If this transfer is sufficient to bring the available balance in your Protected Account to at least \$0, your Extra Time period will end. If you have a Payment Control decision(s) available in an amount that would bring the available balance in your Protected Account to at least \$0, you may choose to make a Payment Control decision prior to the Overdraft Protection transfer occurrence. Please refer to your Overdraft Protection Agreement for more information on how Overdraft Protection works.

ARBITRATION PROVISION

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

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

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

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

Definitions

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

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

"Claim." A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the

events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts.

Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures

- a. **Agreement to arbitrate claims.** Except if you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the “Notice Address”). Our Notice to you shall be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Arbitration costs.** We will pay the filing, administrative and/or arbitrator’s fees (“Arbitration Fees”) that we are required to pay pursuant to the administrator’s rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator’s rules in connection with an individual arbitration you have commenced against us, (i) if the amount of your Claim does not exceed \$75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.
- d. **Arbitration administrator and rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association (“AAA”), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting www.adr.org, or (2) contacting JAMS at 1-800-352-5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.

f. **The arbitrator’s decision and award; attorney fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e.) above, 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 the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties’ Arbitration Provision (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Provision shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Conflicts; Severability; Survival

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

RIGHT TO OPT OUT

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

SUBSTITUTE CHECK POLICY DISCLOSURE

SUBSTITUTE CHECKS AND YOUR RIGHTS

(IMPORTANT INFORMATION ABOUT CONSUMER CHECKING AND MONEY MARKET ACCOUNTS)

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us:

- By phone: 1-888-PNC-BANK (1-888-762-2265)
For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.
- Write us: PNC Bank/Adjustments,
P7-PFSC-02-C, 500 First Avenue, Pittsburgh PA 15219
- Or contact us via Online Banking or the Mobile Banking App.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you tell us orally, we may require that you send us your claim in writing within 10 business days.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and A copy of the substitute check or the following information to help us identify the substitute check: account number, check number, amount of the check, date the check was paid or posted to your account, the reference number for the check (if known), name of the person to whom you wrote the check, and any other pertinent information

CONSUMER FUNDS AVAILABILITY POLICY

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, \$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.

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 to ATMs that we own or operate.

Other restrictions are set forth in the Electronic Funds Transfer Disclosure Statement Brochure.

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 1-888-PNC-BANK (1-888-762-2265).

CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

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

CONSUMER ELECTRONIC BANKING AGREEMENT

The following terms, conditions and disclosures are made to you to explain electronic banking at PNC Bank. They govern all consumer electronic banking transactions, including those made by use of your PNC Banking Card or PNC Bank Visa® Debit Card, if you have one, as well as through PNC Bank Online Banking or Online Banking through Quicken®, if you have selected any of these services. Some examples include the following:

- (i) Transactions at automated teller machines (ATMs)
- (ii) Purchases from merchants made by using your card
- (iii) Transferring funds or paying bills through Online Banking and Bill Pay and/or Online Banking through Quicken®
- (iv) Automated Clearing House (ACH) transfers
- (v) Electronic Check conversions
- (vi) Any other fund transfers to or from your account(s) that you pre-authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically.

You should also refer to certain other documents for terms and conditions relating to your account(s):

- (i) Account Agreement For Your Consumer Checking, Savings and Money Market Accounts ("Account Agreement") for general rules and regulations
- (ii) The PNC Bank Online Banking through Quicken®, Online Banking Transfer Funds and PNC Payment Services, and/or Online Bill Pay Services Agreement for information concerning use of these services (if you have selected any of these services)
- (iii) The Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees, and Consumer Schedule of Service Charges and Fees for information related to charges for these services or the right to use these services
- (iv) The Consumer Funds Availability Policy for information concerning the availability for withdrawal of deposits that have been made by electronic or other method to your PNC Bank account(s)
- (v) The Telephone Transfer Authorization Agreement terms and conditions for information concerning use of that service (if you have selected this service)
- (vi) Overdraft Notification—What You Need to Know about Overdrafts and Overdraft Fees for information concerning our overdraft policy on different types of transactions

Definitions

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

- (i) "Account" or "accounts" will mean each of your personal checking or savings accounts which you have arranged with us to access with your card or by any other electronic method.
- (ii) "ACH" will mean funds transferred electronically through the Automated Clearing House (ACH) network.
- (iii) "Agreement" means the Consumer Electronic Banking Agreement contained in this Consumer Electronic Funds Transfer Disclosure Statement.
- (iv) "ATM" will mean automated teller machine or banking machine.
- (v) "ATM operator" will mean any person or entity that operates an ATM at which a consumer initiates an electronic fund transfer or a balance inquiry, and that does not hold the account to or from which the transfer is made, or about which an inquiry is made.
- (vi) "ATM transaction" will mean a transaction conducted through an automated teller machine or banking machine.
- (vii) "Card" or "cards" will include PNC Bank Banking Card, PNC Bank Visa® Debit Card, or PNC Bank Visa® Debit Card with payWave, unless otherwise specified.
- (viii) "Checking accounts" will include interest-bearing and noninterest-bearing personal checking accounts.
- (ix) "Checks" will include negotiable orders of withdrawal.
- (x) "Consumer" will mean a natural person.
- (xi) "Debit Card" will mean a PNC Bank Visa® Debit Card.
- (xii) "Electronic Check Conversion" will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
- (xiii) "Non-PIN purchase" or "Non-PIN transaction" will mean a purchase or transaction made by use of a Debit Card without the use of a PIN.
- (xiv) "PIN" will mean your confidential personal identification number or other confidential code assigned to you by PNC Bank or selected by you for identification purposes in connection with the use of your card or with other electronic banking transactions.
- (xv) "PIN purchase" or "PIN transaction" will mean a purchase or transaction made by use of a card and a PIN.
- (xvi) "Savings accounts" will include savings and money market deposit accounts.
- (xvii) "Transaction" will mean any consumer banking transaction, including a deposit, withdrawal, transfer or purchase, that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a debit or credit to your account.

Disclosures of your rights and obligations

Consumers' Liability for Unauthorized Transactions

Contact information for reporting lost or stolen cards is provided at the end of this statement.

Tell us AT ONCE if you believe your card and/or Personal Identification Number ("PIN") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your checking or savings accounts to which you have access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us promptly after you learn of the loss or theft of your card or an unauthorized transaction, you will not incur any loss or liability if someone used your card or made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

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

Disclosure of types of available transactions and limits on transfers

1. You may access up to nine (9) PNC Bank accounts using your ATM Card. These nine (9) accounts may be any combination of checking or savings accounts.
2. If you have a card, you may use your card at the following locations:
 - a. You may use your card at ATMs bearing any ATM network logo that appears on your card to do the following:
 - (i) Withdraw cash from your accounts
 - (ii) Make deposits to your accounts, subject to any state law limitations
 - (iii) Make transfers among your accounts
 - (iv) Perform balance inquiries on your accounts
 - (v) Pay certain bills at ATMs either by cash, by check or directly from your checking account

Note: Some of the services described in this paragraph may not be available at all ATMs. Please check the ATM machine for specific services offered.

 - b. If you have a checking account connected to your card, you may use your card and your PIN to make purchases at merchants who have agreed to accept the card for PIN purchases.
 - c. If your card is a PNC Bank Visa® Debit Card, you may use your Debit Card to make Non-PIN purchases at any merchant where Visa® is accepted.
 - d. If your card is a PNC Bank Visa® Debit Card, you may also obtain cash from your linked checking account at any Visa® member bank which provides you the ability to make PIN and/or Non-PIN transactions.
 - e. If your card is a PNC Bank Visa® Debit Card, the card may be used to transmit funds to and from your linked account. These types of fund transfers may only be originated at participating member Visa banks.
3. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to do the following:
 - a. Pay for purchases
 - b. Pay bills
4. There are maximum limits on the total amount of ATM withdrawals, PIN transactions or purchases, and Non-PIN transactions or purchases that you may make using your

card in any calendar day. The amounts of these maximum limits will be disclosed to you when you receive your card. You may call us at the telephone number shown at the end of this disclosure statement if you need additional information on your limits. Additionally, you may be able to withdraw cash only in certain multiples, as indicated at each ATM. There may also be limits on the amount of total ATM deposits you may make using your card in any calendar day.

5. Use of your card and/or PIN is also subject to the following limitations:
 - a. You may not be able to make deposits at ATMs located outside of the state where your bank or account is located.
 - b. If you have signed an agreement authorizing PNC Bank to honor telephone requests to transfer money between any of your checking or savings accounts, you can transfer funds by calling us at the phone number shown at the end of this disclosure statement, subject to the following:
 - (i) For PNC Bank savings accounts of any kind, you may make unlimited withdrawals by mail, by ATM or in person; you may, however, make no more than a total of six (6) preauthorized, telephone or automatic transfers to other accounts or third parties by use of your card or similar payment order payable to a third person during each monthly statement period.
 - (ii) We reserve the right to prevent transfers which exceed the above limits or to monitor these transfers after they occur. Where we observe that the number of transfers exceeds the above limits, we will contact you for corrective action. We also reserve the right to suspend enforcement of these transfer limitations, at our discretion.
 - c. You may not use your card or PIN to perform transactions on internet gambling sites.
 - d. You may not pay for purchases at a point of sale terminal or otherwise from your savings account.
 - e. For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us.
 - f. There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit (see the Consumer Funds Availability Policy for more information).
6. Contact us if you plan to travel and will be using your PNC Bank Visa® Debit Card outside the United States.

Disclosure of charges for automated teller machine transactions

You may be charged a fee by PNC when you use an ATM not owned by PNC. In addition, you may be charged a fee by the financial institution, ATM operator and/or any network used to make a transaction. Furthermore, you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Refer to the Consumer Schedule of Service Charges and Fees, which may be amended from time to time, for information related to charges imposed by PNC for these services or the right to use these services.

Disclosure of right to receive documentation of transfers

1. You can get a receipt at the time you perform a transfer with your card.
2. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the phone number shown at the end of this disclosure statement to find out whether or not the deposit has been made.
3. You will get a checking or money market account statement monthly. You will also get a monthly savings account statement unless there were no transfers to or from your savings account in a particular month. In any case, you will get the savings account statement at least quarterly.

Disclosures of charges for transfers or right to make transfers

There are charges for certain card transactions or the right to perform such transactions. These charges are explained in the Consumer Schedule of Service Charges and Fees, which may be amended from time to time.

Disclosure of right to stop payment on preauthorized transfers

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

1. Call the phone number or write to the address shown at the end of this disclosure statement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. Be sure to tell us the name of the person or company to whom the payment is scheduled to be made and the amount of the payment you wish to stop. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. You will be charged for each stop payment order you give in accordance with our current applicable schedule of services and fees. If a payment is made to the payee/merchant electronically, and the funds have already been deducted from your account, it is not possible to stop payment. Likewise, if payment is made to a payee/merchant via check and the check has already been cashed by the payee/merchant, you may not stop payment.
2. If you order us to stop one of these preauthorized recurring payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.
3. You understand that you may not place stop payment orders on any transfers originated by use of a card except for arrangements made with merchants or payees for recurring payments.

Disclosure of right to receive notice of varying amounts

If these regular payments may vary in amount, we or the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Disclosure of Bank's liability for failure to make transfers

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

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

Disclosure of account information to third parties

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

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

In case of errors or questions about your Electronic Transfers

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

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

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

We will determine whether an error occurred within 10 business days (for verified unauthorized Non-PIN transactions, within five (5) business days), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days, (for PIN point-of-sale transactions and/or Non-PIN transactions up to 90 calendar days) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (for verified unauthorized Non-PIN transactions, within five (5) business days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account or we may reverse any credit previously made to your account. (NOTE: Please see the Special Rules for New Accounts and Special Rules for Foreign Initiated Transactions sections below for additional information.) We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any credits made and will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Special Rules For New Accounts:

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

Special Rules for Foreign Initiated Transactions:

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

General Provisions

1. The signing of a signature card, your request for a card, the use of a card, the use of Online Banking services and/or the use of Online Banking through Quicken® shall mean that you agree to the content of this Agreement and to any modification thereof.

- Any such modification shall become effective and be binding 15 calendar days (or such later time if required by law) after notice of the modification is posted in our banking centers, or by such other method of notice as we may deem appropriate or as may be specifically required by applicable law.
2. If you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. Certain types of deposits, including but not limited to checks that are second endorsed or are not properly endorsed, cannot be accepted at our ATMs. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time.
 3. Final credit of all transfers, deposits and payments made by you at an ATM is subject to verification by us of the actual amounts deposited and paid (including conversion rates for foreign currencies), notwithstanding the figure shown on the receipt you received at the time of deposit or payment. Funds from any deposits (cash or check) made by you at the ATM will be available to you pursuant to the terms and conditions of the Consumer Funds Availability Policy, which is included in your account information package. Where available, any bill payment made at an ATM shall be subject to verification of the amounts deposited for payment, and shall not be delivered to the payee until such verification is completed, which, along with the time necessary for transmittal of the payment to the merchant, may take up to three (3) business days.
 4. Other loans made to you as a result of transactions by you at an ATM (such as an advance from your overdraft line of credit, if you have one) are repayable, together with all charges due on such advances or loans, as provided in the terms and conditions of your loan agreement, as it may be amended from time to time.
 5. Your card may, but need not, be retained by any ATM or merchant in the following circumstances:
 - a. The PIN is wrong after repeated attempts.
 - b. Your card was reported lost or stolen.
 - c. Your card was closed for misuse.
 - d. All of your accounts have been closed.
 - e. Your card expired, was replaced or not used within a two-year time period.
 - f. The machine is not operating properly.
 6. 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 and may be cancelled, revoked, or limited by us at any time without notice. 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 cancelled 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.
 7. No electronic fund transfer may be made and no transfer that you attempt to initiate will be completed if your card is damaged, has expired, has been cancelled or revoked or is retained for any reason, or if your account has been closed.
 8. Upon receipt of a request for authorization of a transaction that you will make with your card, you authorize us to deduct the amount immediately from the available balance in your account. You agree that you may not place stop payment orders on any transaction originated by use of a card, except for arrangements made with payees and/or merchants for preauthorized recurring payments.
 9. You may not be able to use your card to make withdrawals from or transfers between your accounts, or make deposits to your savings account in the following cases:
 - a. Your checking account is overdrawn.
 - b. You have reached, or your request would exceed, any withdrawal or transaction limits that apply to your account.
 - c. You exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your card.
 10. We reserve the right at any time and without notice (except as may be required by the federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of your card or other electronic methods or to add new services.
 11. To the extent applicable, the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts ("Account Agreement") with us also applies to any consumer electronic fund transfers made from or to your accounts by use of your card or other electronic method. This Agreement will control, however, in the event of any conflict between the Account Agreement and this Agreement.
 12. We may, from time to time, limit the type, number and dollar amounts of any transfers made by use of a card, notwithstanding the amount in your accounts, and terminate or suspend the operation of any or all cards, ATMs or merchants, without notice unless otherwise required by law or regulation.
 13. You agree to promptly notify us in the event your card is lost or stolen, or if you suspect any unauthorized use of your card. **YOU AGREE NEVER TO WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT IN PROXIMITY TO YOUR CARD.**
 14. If you have contracted with us for automated bill payment services, please refer to the Online Banking Transfer Funds and PNC Payment Services, Online Bill Pay Services Agreement and/or Online Banking through Quicken® Agreement.
 15. 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 and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.
 16. The card that we have issued to you in connection with your personal checking or savings account, and is subject to the terms and conditions of this Agreement, may be used only for personal purposes, and may not be used for any business transfers. If any of the accounts used with your card are changed from personal to business purposes, you must notify us immediately and surrender your card.
 17. You agree the card that we have issued to you will not be used for any illegal transfer(s).
 18. This Agreement shall be governed by the laws and regulations of the United States of America and, to the extent that state law applies, the laws of the state where our principal office is located.
- Basic Safety Precautions for ATM Use**
1. Be alert to your surroundings, and do not use any ATM if circumstances cause you to have concern for your safety.
 2. After entering, close the entry door of any ATM facility equipped with a door.
 3. Place cash withdrawn from an ATM securely upon your person before exiting any ATM facility.
 4. Direct complaints concerning ATM security to PNC Bank using the telephone number shown at the end of this disclosure statement.

How to notify us in case of errors or questions about your Electronic Transfers

1. For PIN and Non-PIN transactions, ATM transactions and/or banking machine disputes and electronic check conversions:

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

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

2. For Online Banking services and/or Online Banking through Quicken® disputes:

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

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

3. For ACH transaction disputes:

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

**If your card is lost or stolen, notify us immediately by calling
1-888-PNC-BANK (1-888-762-2265).**

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.

If you have a Virtual Wallet product and you have Spend, Reserve, and Growth accounts, your Spend account will automatically have Overdraft Protection and the Reserve and Growth accounts will serve as the first and second PROTECTING ACCOUNTS, respectively, for the Spend account. If you have a Virtual Wallet product with a Spend account only, your Spend account will not have Overdraft Protection automatically and you will need to set up another eligible PNC account as a PROTECTING ACCOUNT. 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) in paying 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.

The order of payment may affect the total number of items paid and/or returned and/or the amount of overdraft fees and returned item 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, 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. For Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select and Virtual Wallet Checking Pro customers with overdraft transfers from the Reserve or Growth account (if you have one), the automatic transfer is the amount of the Overdraft in the Spend account. (Account availability may vary by location.) If the PROTECTING ACCOUNT is a deposit account, PNC Bank will transfer the exact amount of the overdraft from the PROTECTING ACCOUNT. For overdraft transfers from a credit card or Line of Credit, the minimum transfer will be \$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 processed 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 Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees, or PNC Bank's Consumer Schedule of Service Charges and Fees. Any items from the PROTECTED ACCOUNT, which are returned, will be subject to PNC Bank's regular returned item fee (NSF) 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 applicable Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, and PNC Bank's Consumer Schedule of Service Charges and Fees, or Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees, 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 towards any applicable transaction limitations set forth in the Account Agreement For Your Consumer Checking, Savings and Money Market Accounts, including limitations on preauthorized transfers (including telephone and automatic transfers) each monthly service charge period. Any items from the PROTECTED ACCOUNT, which are returned, will be subject to PNC Bank's regular returned item fee (NSF) charge.
4. 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.

PRIVATE BANKING CHECKING AND PRIVATE BANKING MONEY MARKET ADDENDUM TO ACCOUNT AGREEMENT FOR YOUR CONSUMER CHECKING, SAVINGS, AND MONEY MARKET ACCOUNTS

By signing the signature card and/or Account Registration, by electronically acknowledging your agreement to the terms and conditions of the agreements provided on the "Terms and Conditions" page of the online account application, by using your PNC Private Banking consumer account ("Account"), or by requesting or later adding products and/or services connected to the Account, you agree to be bound by the terms of this Wealth Management Banking Consumer Funds Transfer Agreement ("Agreement") by and between you and PNC Bank, ("we" or "us"). This Agreement only applies to PNC's Private Banking consumer accounts.

I. Scope of this Agreement

In accordance with the terms of this Agreement, we will from time to time accept payment orders from you to transfer funds from your Account(s) with us to accounts at other banks and within PNC Bank. A payment order shall not be considered received by us until we have performed any verification procedures set forth in this Agreement.

II. Reliance on Account or Other Identifying Information

You understand that banks routinely rely on account numbers in executing payment orders. Accordingly, except as provided by laws and regulations governing remittance transfers (i.e. electronic transfers of funds outside of the U.S.), if you issue a payment order to us, in which the name and account number of the named beneficiary are different, we and all intermediary and beneficiary banks may rely upon the account number as the proper designation of the beneficiary and you will be obligated to pay us for such payment order. Except as provided by laws and regulations governing remittance transfer (i.e., electronic transfer of funds outside of the U.S.), in the event that you issue a payment order to us in which you identify an intermediary or beneficiary's bank by a number, and such number identifies a bank different from the named bank, you understand that we may rely upon the number in your payment order as the proper designation of the intermediary or beneficiary's bank.

III. Security Procedures

We require certain security procedures. These security procedures are designed to assure the authenticity of payment orders issued to us. *You also understand that security procedures are not designed to detect errors in the content or transmission of a payment order, and we assume no responsibility for doing so.* We may require verification or secondary authorization of your payment orders, as described more fully below.

You understand that if you attempt to issue payment orders by telephone or otherwise to one of our employees outside your Wealth Management Banking Office, we may refuse to accept such payment order. You acknowledge that after reading this Agreement you have been advised of the various security procedures employed by us, that you understand them, and that the payment remittances you will issue to us under this Agreement will employ security procedures appropriate to your particular circumstances.

IV. Payment Orders

A. Overview

A payment order is any order to debit any consumer checking/savings/money market account. You may issue payment orders to us by telephone in order to transfer funds from your Account(s) to an account at another bank or within PNC Bank in accordance with this Agreement. Payment orders will be received and processed during the normal business hours of our Funds Transfer Department, which are subject to change upon notice to you.

B. Issuing and Executing Payment Orders

General

We will only execute payment orders if you provide information as required by us to verify your identity. We will be under no obligation to execute, either in whole or in part, any payment order(s) which exceeds your available funds on deposit with us, (b) for which we are not able to obtain an authentication, as stated herein, (c) which is not in accordance with any condition indicated by you and agreed to by us, (d) which is incomplete or ambiguous, or not in accordance with the security or other requirements stated herein or (e) which we are unable to execute due to legal process, law, regulation or other governmental guideline. If we create an overdraft to execute a payment order, you agree to repay us upon demand. We are under no obligation, however, to create an overdraft for that purpose. We will execute all properly authorized (and authenticated as stated herein) payment orders on the date received, provided such payment orders are received by us within the deadline established on Exhibit A or on the date requested, provided such day is a funds transfer business date for us, for the funds transfer system selected by us, and for the receiving bank. In executing any payment order, we may utilize such funds transfer system as reasonably selected by us.

A call back to you to authenticate a payment order for international and domestic transfers will be at our discretion, and we shall have no liability for failing to do so. If we are unable to secure an authentication that is acceptable to us, we will not execute the payment order or will delay the execution of the payment order pending authentication.

C. Authorization to Charge

You authorize us to charge your Account(s) in the amount of the payment orders upon execution of such payment orders. If the Account(s) contain insufficient available funds, and

unless other arrangements satisfactory to us are made, we may, but shall not be obligated to charge any other account(s) in your name.

D. Confirmation

We will not, unless we otherwise may agree from time to time, send written advice of any payment order executed by us or issue any receipt or confirmation thereof other than on your periodic statement or as otherwise required by law for the affected Account.

E. Rejection of Payment Orders

If we reject any payment order, we shall endeavor to notify you by phone, electronic transmission or other means on or before the business day that such payment order would otherwise have been executed by us. We shall have no liability to you or to third parties by reason of the rejection of any such payment order or the fact that such notice was not given at an earlier date.

F. Cancellation or Amendment of Payment Orders

Unless we advise you to the contrary, your request to cancel or amend a payment order must follow the same security procedures you used in issuing the original payment order. You shall have no absolute right to cancel or amend a payment order after we have received it. We shall, when possible, make a reasonable effort to act on your request for cancellation or amendment of a payment order prior to the time that we execute such payment order, but we shall have no liability if such cancellation or amendment is not effected. You may cancel requests for international transfers within 30 minutes of the time stamped on your post-payment receipt, or three days before the scheduled date of a transfer you have authorized in advance.

V. Changes

From time to time, we may amend this Agreement or may change information specified in Exhibit A by written notice to you. Such changes shall become effective upon receipt thereof by you or at a later date as stated in our notice to you.

VI. Limitation of Liability

We shall be liable only for our own gross negligence or willful misconduct and shall not be responsible for (a) any loss or damage arising from or in connection with any error, failure or delay in execution of any payment order resulting from circumstances beyond our reasonable control including, but not limited to, any inoperability of communications facilities or (b) any loss or damage arising from or in connection with any inaccuracy, act or failure to act on the part of any person not within our reasonable control.

You agree to promptly examine any confirmations of payment orders which we or other banks may send or make available to you, and all periodic statements of the Account(s) affected by payment order, and to promptly notify us of any discrepancies between your records and ours.

In no event shall 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 provided hereunder, whether or not the likelihood of such losses or damages was known by us.

VII. Additional Terms and Conditions

A. Fees

All fees for funds transfer services shall be in accordance with our most recently published Consumer Schedule of Service Charges and Fees.

B. No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any right or duty of either of us.

C. Other Agreements

The terms and conditions of your Account Agreement with us and the Consumer Schedule of Service Charges and Fees that applies to your Account(s) are hereby incorporated by reference. This Agreement supersedes any prior agreement between you and us relating to funds transfer services.

D. Notices

Unless otherwise stated in this Agreement or required by applicable law, all notices required by this Agreement or by law to be given by either of us shall be sent via first class U.S. Mail, by hand delivery, electronically or by any other means agreed upon between us. Written notices to you shall be sent to the address indicated by you on your Account(s). Written notices to us shall be sent to your Banking Advisor.

E. Termination

This Agreement shall remain in effect until your Private Banking account closes or PNC gives written notice of termination, whichever comes first. Such termination shall not affect any payment orders received by us prior to termination or any liabilities arising from previously executed payment orders.

F. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, including (as applicable) its Uniform Commercial Code Article 4A; provided, however, that if we are located in a state other than Pennsylvania, our state's law shall apply once it adopts Article 4A. For payment orders executed utilizing the communications network of the Federal Reserve System, Subpart B of Regulation J of the Federal Reserve System shall also apply. Terms used and undefined in this Agreement which are defined in Article 4A shall have the meanings set forth in Article 4A. For remittance transfers, Regulation E of the Bureau of Consumer Financial Protection shall apply. This payment order is also subject to the rules of any payment network or clearinghouse through which the payment order is executed. You agree that you will not instruct us to execute a payment order in violation of any applicable U.S. laws.

G. Cooperation

You authorize the exchange of information concerning you or your financial transactions among our affiliated companies and those companies providing services to us. You also agree to cooperate with us in any recordkeeping and reporting which we believe to be necessary to fulfill government requirements.

H. Exchange Rate for Refunds

Except as otherwise provided by law, in the event a payment order is not executed, refund will be made to you of the U.S. dollar amount in full.

Please retain this exhibit for your records.

Exhibit A to Consumer Funds Transfer Agreement: Wire Transfer Initiation Procedures

I. Issuing Payment Orders:

Instructions will be accepted via Email or Fax.

II. Hours of Operation:

Domestic 8:30 AM – 3:30 PM (ET)

International 8:30 AM – 3:00 PM (ET)

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

Welcome

Please read this Agreement and keep it for future reference. When you received your Certificate of Deposit ("CD") Account Verification, or signed your Money Market, Retirement Account or Coverdell Education Savings Account ("ESA") documents (whether a Traditional IRA, Roth IRA or Coverdell ESA (hereinafter "the IRA" or "Account" *), or electronically acknowledged your agreement to its terms during the online account opening process, you and PNC Bank, National Association ("PNC Bank" or "we" or "us") agreed to be bound by those documents. You further have acknowledged that you read the related documents and

this Agreement (collectively “the Agreement”). If there is a conflict between the Agreement and something said by an employee or officer of PNC Bank, the Agreement will be followed. The legal representative of any CD or Account owner, including any attorney-in-fact you may appoint, shall also be subject to the terms and conditions of the Agreement.

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 39-41.

Your Personal Information; Call Recording, Consent for Service Calls

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

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

Waiver

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

Notices

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

New Accounts

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

Fiduciary or Agency Accounts

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

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

We will not be liable to you in any way if your agent misapplies any of the funds from your CD or Account.

We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship.

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

Inactive Accounts

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

Account Security

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

Transfer of Ownership

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

Severability

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

Disclosures

In connection with your CD or Account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

Governing Law

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

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

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

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

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

Terms

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

Rate Information

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

- **Fixed Rate CDs** are paid the current interest rate at the time your CD was opened or renewed based upon the initial opening or renewal balance. This interest rate is in effect until your CD matures.

Interest rate balance tiers for your account are as follows:

\$1 – \$999.99

\$1,000 – \$9,999.99

\$10,000 – \$24,999.99

\$25,000 – \$99,999.99

\$100,000 – \$499,999.99

\$500,000 +

- **Ready Access CDs** are paid the current interest rate at the time your CD was opened or renewed. This interest rate is in effect until your CD matures.

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

Compounding and Crediting of Interest

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

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

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

Minimum Balance Requirements*

To open a CD, you must deposit the following:

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

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

Balance Computation Method

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

Transaction Limitations*

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

Early Withdrawal Penalties*

With the exception of Ready Access the terms of your CD obligate you to leave your funds on deposit with PNC Bank until the maturity date. Any withdrawal that PNC Bank permits during the first seven (7) days of the initial term of a Ready Access CD, or prior to the maturity date of any other CD, will be subject to financial penalty (except in the case of death or legal incapacity of any owner of the CD). The following will apply if your CD has an original maturity or a required notice period as stated below:

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

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

Penalties are calculated at the rate being paid on the deposit at the time of the withdrawal, regardless of the length of time the funds have remained on deposit.

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

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

Renewal Policy*

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

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

Ready Access terms: 3, 12 months

Your CD will renew automatically unless the following apply:

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

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

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

RETIREMENT AND COVERDELL ESA MONEY MARKET ACCOUNTS

Rate Information

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

Balance to Earn Interest

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

\$0.01 – \$4,999.99

\$5,000 – \$9,999.99

\$10,000 +

Minimum daily balance required to earn the APY

Compounding and Crediting of Interest

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

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

Minimum Balance Requirement

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

Balance Computation Method

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

Transaction Limitations

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

Early Withdrawal Penalties

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

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

Amendment

We reserve the right to amend this Agreement (including the right to convert your Account from a Money Market to another type of account) and our Consumer Schedule of Service Charges and Fees (including the right to change charges and fees and the manner in which we calculate them and/or credit interest), from time to time. We will inform you of any amendment (1) by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement; or (2) if you have opted to receive online statements in electronic form, by posting notice of the amendment and the amendment itself on PNC's secure Online Banking web site. If you receive statements in paper form, the amendment will generally appear on your statement. In some cases, notice of the amendment will appear on the statement and the amendment itself will be included on an insert accompanying your statement. If you have opted to receive online statements, the amendment will generally appear as a message on the PDF statement posted on PNC's secure Online Banking web site as well as in the Messages section of the site. In some cases, the amendment will be included as a PDF insert on the web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.) When the amendment becomes effective, we will post the new version of this Agreement online and make the new version available in our branches. An amendment will become effective 30 days (or such later time if required by law) after notice of the amendment is delivered or otherwise made available to you, unless a shorter time period is permitted by applicable law or required because of an emergency situation,

in which case we will provide notice as we deem practicable. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended.

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

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

Money Owed

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

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

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

Joint Accounts

Joint CDs and Accounts are owned as joint tenants with right of survivorship and not as tenants in common, nor as tenants by the entirety (even if the CD or Account is owned by married individuals). This means that if one owner of a joint CD or Account dies, all funds in the CD or Account shall belong to the surviving owner or owners and will not be part of the decedent's estate. Ownership may not be changed by will. Unless PNC Bank has received other specific directions signed by all CD or Account holders, each joint holder appoints the other joint CD or Account holders as attorney(s) in-fact, so that any joint holder may make deposits to or withdrawals from your CD or Account and may give PNC Bank instructions concerning the CD or Account; this initial appointment shall continue despite the later disability, incapacity or death of any joint CD or Account owner. Each joint CD or Account owner may also appoint his/her own attorney-in-fact to transact business on the CD or Account without the knowledge or consent of the other CD or Account owners.

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

New Jersey, New York, and West Virginia customers: Please see additional disclosure for joint accounts held by NJ, NY, and WV customers only.

Payable-On-Death or In Trust For CDs (other than retirement accounts or ESAs) and Money Market Accounts

PNC Bank will, as permitted by law, accept CDs or Accounts that are designated as either payable on death or in trust for another (both referred to as "POD Account(s)"), which automatically transfer your POD Account, upon your death, to the beneficiaries ("POD

Beneficiaries”) designated on the CD or Account. This means that when you die the funds in a POD CD or Account will not be part of your estate.

POD Beneficiaries have a right of survivorship. This means if one POD Beneficiary predeceases the owner(s) of the POD CD or Account, the surviving POD Beneficiary would then take full ownership of the CD or Account upon the death of the last owner and the heirs of the deceased POD Beneficiary would not be entitled to any ownership interest in the CD or Account. If there is no surviving POD Beneficiary when the last owner of the POD CD or Account dies, then the CD or Account is payable to the heirs (or estate, if a formal estate is raised) of the last surviving owner of the POD CD or Account. **FOR CD or ACCOUNTS IN FLORIDA:** POD Beneficiaries may only have equal shares. **FOR CD or ACCOUNTS IN MISSOURI:** This CD or Account is subject to the Missouri Nonprobate Transfers Law, Chapter 461 of the Mo. Rev. Statutes. **FOR CD or ACCOUNTS IN INDIANA:** All joint owners specifically agree that the provisions of Indiana Code 32-17-11-17 and 32-17-11-27, regarding the proportion of net contribution by each joint depositor, shall not apply to any charge to an Account or CD under this section, and we shall have the right to deduct from any such CD or Account the amount of any indebtedness due and owing to us from any joint depositor up to and including the entire balance of any such CD or Account without regard to the contribution to the Account. Documents granting Power of Attorney must be valid under Indiana Code 30-5.

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

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

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

CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT FOR CERTIFICATE OF DEPOSIT ACCOUNTS

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

Consumer Electronic Banking Agreement Applicable to Certificate of Deposit Accounts

The following conditions and disclosures are made to you to explain electronic banking at PNC Bank. They govern all consumer electronic banking transactions made to or from your PNC Certificate of Deposit account. Some examples include the following:

- (i) Funding your account with an electronic fund transfer
- (ii) Transferring your interest payments to a non-PNC account
- (iii) Transferring funds out of your account to a non-PNC account

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

Definitions

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

- (i) “Account” or “accounts” will mean each of your Certificate of Deposit accounts.
- (ii) “ACH” will mean funds transferred electronically through the Automated Clearing House (ACH) network.
- (iii) “Agreement” means the Consumer Electronic Banking Agreement Applicable for Certificate of Deposit Accounts contained in this Consumer Electronic Funds Transfer Disclosure Statement for Certificate of Deposit Accounts.

- (iv) “Consumer” will mean a natural person.
- (v) “Electronic Check Conversion” will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
- (vi) “Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals.
- (vii) “Transaction” will mean any consumer banking transaction, including a deposit, withdrawal or transfer, that is initiated through an electronic terminal, telephone, computer or magnetic tape for purpose of ordering, instructing or authorizing a debit or credit to your account.
- (viii) “Us” and “we” and “PNC” means PNC Bank, National Association (“PNC Bank”).
- (ix) “You” and “your” refer to the person or persons in whose name a Certificate of Deposit account is opened.

Disclosures of your rights and obligations

Consumers’ Liability for Unauthorized Transactions

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

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

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

Disclosure of types of available transactions and limits on transfers

- 1. You may fund your account with an electronic funds transfer
- 2. You may transfer your interest payments to a non-PNC account
- 3. You may transfer funds out of your account to a non-PNC account

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

Disclosure of right to receive documentation of transfer

You will get an account statement as follows:

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

Disclosure of right to receive notice of varying amounts

If you directed PNC to automatically transfer interest payments to a non-PNC deposit account owned by you, the transfers will be made without prior notice to you as long as the amount to be transferred is within the range established with PNC. PNC will send you a written notice of transfers in amounts outside this range ten (10) days prior to the scheduled date of the transfer. This notice will include the amount and date of the transfer. You may revoke this authorization by giving PNC no less than three (3) business days advanced notice by visiting a PNC branch and giving written notice, or by calling 1-888-PNC-BANK (1-888-762-2265). If you make a partial withdrawal from your Certificate of Deposit account and had previously established an automatic transfer of interest payments to a non-PNC account, this automatic transfer of interest may be canceled and you may need to reestablish

preauthorization to transfer your interest to a non-PNC account.

Disclosure of Bank's liability for failure to make transfers

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

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

Disclosure of account information to third parties

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

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

In case of errors or questions about your Electronic Transfers

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

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

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

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

Special Rules for New Accounts

For errors involving new accounts, we may take up to 20 business days to provisionally

credit your account for the amount you think is in error, and we may take up to 90 days to investigate your complaint or question.

Special Rules for Foreign Initiated Transactions

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

General provisions

1. The signing of a signature card, the use of Online Banking services, or electronically acknowledged your agreement to its terms during the online account opening process shall mean that you agree to the content of this Agreement and to any modification thereof. Any such modification shall become effective and be binding 15 calendar days (or such later time if required by law) after notice of the modification is posted in our banking centers, or by such other method of notice as we may deem appropriate or as may be specifically required by applicable law.
2. If you enter into an agreement with someone other than us to have electronic deposits made into your account or to have payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time. The final credit of all deposits to your Certificate of Deposit is subject to verification. There may be a delay in the time to transmit funds to or from your Certificate of Deposit account.
3. We reserve the right at any time and without notice (except as may be required by the federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of electronic methods or to add new services.
4. To the extent applicable, the Account Agreement for Personal Certificates of Deposit, Retirement Accounts and Coverdell Education Savings Accounts: Certificates of Deposit and Money Market Account Agreement with us also applies to any consumer electronic fund transfers made from or to your accounts by use of electronic methods. This Agreement will control, however, in the event of any conflict between the Account Agreement and this Agreement.
5. We may, from time to time, limit the type, number and dollar amounts of any transfers, notwithstanding the amount in your accounts, without notice unless otherwise required by law or regulation.
6. You agree to promptly notify us if you suspect any unauthorized transactions from your account.
7. Where you have authorized any other person to access your account in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.

For Electronic Funds Transfer transaction disputes:

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

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

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

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

1-888-PNC-BANK (1-888-762-2265)

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

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