

CONSUMER FUNDS TRANSFER AGREEMENT

This agreement ("Agreement") is dated and effective as of _____ by and between _____ ("you") and PNC Bank, ("we" or "us"). By signing and returning to us the documents described in Section I, you and we agree to be legally bound by the terms of this Agreement.

I. Authorizations

The first step to using our funds transfer service is to sign this Agreement and return it to us. The Funds Transfer Initiation Procedures (Exhibit A) should be retained by you for future reference.

II. 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 accounts with us, that are accessible through your PNC Bank Voice Banking User ID and Personal Identification Number ("PIN"), to accounts at other banks and within PNC Bank. A payment order shall not be considered received by us until we have performed verification procedures set forth in this Agreement. This Agreement does not cover automated clearing house (ACH) transactions.

III. Reliance on Account or Other Identifying Number

You understand that banks routinely rely on account numbers in executing payment orders. Accordingly, 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. 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. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your payment order. We will be under no duty to independently determine whether the name and account or other identifying number on any payment order refer to the same person or entity.

IV. Security Procedures

You understand that you may only issue payment orders directly to the Wire Transfer Unit of PNC Bank's Customer Care Center by telephone and that this method utilizes 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. Payment orders require your User ID and PIN, which have been previously assigned to you, along with a unique Reference Number that will be automatically assigned to each wire transfer at the time you make your request, and which you must retain to confirm your request. In addition, 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 the Wire Transfer Unit of PNC Bank's Customer Care Center, 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 orders you will issue to us under this Agreement will employ security procedures appropriate to your

particular circumstances.

V. Confidentiality of Security Codes

You have previously been assigned a User ID and a unique PIN for use with our Customer Care Center. We will also assign a Reference Number to each request you make, and may also employ other procedures to facilitate the security of our funds transfer services. Your User ID and PIN are strictly confidential and you should not disclose this information to any party. You must take all necessary precautions to assure the confidentiality of these numbers. We assume no responsibility to discover, audit or report to you any possible misappropriation of your User ID and PIN or other numbers other than as set forth herein. You shall promptly notify us of any suspected compromise of the security of your User ID or PIN. We will issue a new PIN in accordance with security requirements. We reserve the right to change your PIN upon notice to you.

Payments Orders

A. Overview

A payment order is any order to debit any account that is accessible through your User ID and PIN. You may issue payment orders to us by telephone, in accordance with the procedures set forth in Exhibit A, in order to transfer funds from your accounts 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 (as specified in Exhibit A) which are subject to change upon notice to you.

B. Issuing and Executing Payment Orders

1. General

We will only execute payment orders if your User ID and PIN are verified and the Reference Number assigned to you for your wire transfer request is confirmed, and you provide other information as required by us. You authorize us to electronically record telephone conversations between you and us and to retain recordings in accordance with our standard policies. The decision to record any telephone conversations shall be solely within our discretion, and we shall have no liability for failing to do so.

We will be under no obligation to execute, either in whole or in part, any payment order (a) 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 in 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 of under \$25,000.00 will be at our discretion, and we shall have no liability for failing to do so. For payment orders of \$25,000.00 or more, we shall call you back to authenticate the payment order. 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 and any associated fees, as applicable per the current Consumer Schedule of Service Charges and Fees for your account, 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 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.

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 any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (b) 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.

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 accounts or accounts 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, 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 accounts. Written notices to us shall be sent to the address indicated on Exhibit A.

E. Termination

This Agreement shall remain in effect until either of us shall give written notice to the other of termination. Such termination shall not affect any payment orders received by us prior to receipt of such termination notice 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 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.

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 record keeping and reporting which we believe to be necessary to fulfill government requirements.

H. Exchange Rate for Refunds

In the event a payment order is not executed, refund will be made to you of the U.S. dollar amount of such order (for payment orders expressed in U.S. dollars) or of the then current market value in New York of the foreign exchange (for payment orders expressed in a foreign currency), less all our wire and other expenses.

By signing below, you agree to be bound by the terms and conditions of this Agreement. This Agreement shall not be effective until accepted by PNC Bank.

Account Owner – Print Name
Signature of Account Owner
Date

Joint Account Owner – Print Name
Signature of Joint Account Owner
Date

EXHIBIT A TO CONSUMER FUNDS TRANSFER AGREEMENT WIRE TRANSFER INITIATION PROCEDURES

Please retain this exhibit for your records.

I. Hours of Operation 8:30 AM to 4:00 PM (ET)

Telephone/Voice Initiation

- If calls are not received by 3:00 PM (ET) and verification has not been made before 3:30 PM (ET), PNC Bank will not guarantee same day transmission of funds.
- We may attempt to call you to verify your wire instructions. Incorrect information or delays in reaching you may delay the processing of your wire transfer.

II. Wire Transfer Telephone Number

1-800-272-6868

III. Funds Transfer Agreement Cancellation

To cancel your funds transfer service, please submit your request in writing to:

Mail:

PNC Bank

Consumer Wire Transfer Agreement

500 Smithfield Street

Pittsburgh, PA 15222

Fax:

855-875-0655

Email:

Contact us by phone for instructions.