

## Custom Accounts Receivable Reporting Service

The Custom Accounts Receivable Reporting (“CARR”) service enables the customer to receive ACH and Wire transfer payments to its designated settlement account using unique CARR reference account numbers (“CARR Reference Number”). The Customer can use the CARR Reference Number to identify the sending party in the Customer’s accounts receivables systems. To use CARR, the Customer must have ACH Origination Service, Wire Origination Service, and origination services for any other payment type that becomes available for use with CARR (an “Accepted Payment”). The Service Schedule for each Accepted Payment applies to payments received using that Accepted Payment type.

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

### PNC Obligations.

PNC will provide the Customer with a predefined account prefix and a CARR routing number(s). The Customer may generate and assign a CARR Reference Number beginning with the predefined account prefix to each of its payers or trading partners. The payers or trading partners may use the CARR routing number and CARR Reference Number to send payments to the Customer.

PNC collects all incoming ACH payments with a CARR Reference Number and posts a single net settlement entry to the customer’s CARR Account (as defined below) each Banking Day. PNC provides reports detailing each individual payment entry.

ACH Positive Pay is not available for use for incoming debit transactions with CARR Reference Numbers.

### Customer Obligations.

- Settlement Account. The Customer must maintain a designated settlement account to receive CARR transactions (“CARR Account”). Upon termination of the CARR service, the customer must keep available balance in the CARR Account in such amount and for such period of time as reasonably determined by PNC to cover potential returns or reversals of ACH Entries the Customer received to or originated from the CARR Account.
- Disclosures to Payment Networks; Cooperation. Depending on Customer’s activity, payment networks governing Accepted Payments may require information about the Customer’s business or payments for risk management purposes. The Customer agrees that PNC may provide such information to such payment network in accordance with such payment network rules. The Customer will fully cooperate with PNC to fulfill payment network requests or requirements.
- Transaction Monitoring. PNC will monitor the Customer’s transaction activity. In its sole discretion, PNC may terminate the customer’s access to the CARR service or features of the CARR service, or PNC may delay, reject or block any funds transfer, subject to fraud or compliance review.
- Termination. In addition to the termination provisions elsewhere in this Agreement, PNC reserves the right to suspend or terminate the Customer’s CARR service immediately upon notice to the Customer, upon any breach of this Service Schedule, for the Customer’s non-compliance with payment network rules, or if PNC reasonably suspects that customer’s activity may be harmful to the applicable payment network and/or other network participants.

### ACH Transaction Processing.

- Incoming Reversal and Reclamation Entries. The Customer must accept all incoming ACH reversal and reclamation entries and promptly return those they will not accept with the appropriate return reason.

- Origination of Returns. The Customer may be required to return payments back to the originating financial institution.
- Debit Entries. Customer must notify PNC in writing and be approved by PNC, before it can permit third parties to initiate ACH debit entries to its CARR account. PNC may, in its sole discretion, restrict or limit ACH debit entries to the CARR account in accordance with its internal risk management procedures.
- Credit Entries Returned. The customer authorizes PNC to debit funds from its account to return payments to the originating financial institution in accordance with the customer's instructions.
- Debit Entries Returned. PNC will credit the customer's account for incoming debit Entries that cannot be posted and are returned to the originating financial institution in accordance with the customer's instructions and Nacha rules.

#### Third-Party Receivers.

- Approval Required. The Customer must notify PNC in writing, and be approved by PNC, before the Customer acts as an intermediary and accepts payments on behalf of a third-party ("Third- Party Receiver") or enters into a nested Third-Party Receiver relationship. Upon request, the Customer agrees to provide PNC with a list of the Customer's clients and other parties involved in the Customer's use of the CARR service. The Customer, the Customer's clients and third parties involved in the use of the CARR service must agree to follow PNC's established third-party management procedures. PNC reserves the right to deny, discontinue, or suspend Services with respect to the Customer, any of the Customer's clients, or any other related third parties for any reason, including failure to comply with PNC's third-party management procedures. The Customer understands that PNC may prohibit certain high-risk businesses or certain activities, including those of the Customer, the Customer's clients, or any nested third-parties.
- Customer's Clients. The Customer acknowledges and agrees that, unless PNC otherwise agrees, its clients are not PNC's customers or joint customers of the Customer and PNC. The Customer releases PNC from all claims or causes of action the Customer may have against PNC arising from any service agreement between the Customer and the Customer's clients. The Customer is solely responsible for identifying and fulfilling any compliance requirement or obligation that the Customer has with respect to its clients and any third parties involved in the use of the CARR service. Among other things, before accepting payments on behalf of its clients, the Customer must conduct "know your customer" due diligence and verify that any payments the client receives through Customer's CARR Account are for the client's lawful business activities.
- Customer's Compliance Program. The Customer shall establish and maintain policies and procedures reasonably designed to comply with the laws on money laundering and terrorist financing, and the laws administered by the U.S. Treasury Department's Office of Foreign Assets Control (together, the AML Laws). At a minimum, the Customer's program to comply with the AML Laws (AML program) shall include the following elements: (i) written risk-based policies, procedures and internal controls, (ii) a designated compliance officer responsible for implementing the AML program, (iii) ongoing training for appropriate persons, and (iv) independent testing to monitor and maintain an adequate AML program. The Customer agrees to respond to reasonable inquiries from PNC regarding the Customer's implementation of the Customer's AML program and to provide PNC with such documentation of the Customer's compliance with this section as PNC may reasonably request. The Customer shall make any updates to the Customer's compliance program that PNC requests. The Customer shall maintain all records relating to compliance with the AML Laws. The Customer shall provide PNC with a copy of any records relating to the Customer's clients immediately upon PNC's reasonable request. This Agreement is not intended to and is not a substitute for the Customer's independent assessment of its legal or regulatory obligations with respect to the Customer's clients.

- Compliance with Network Rules applicable to Financial Institutions. The Customer understands and agrees that, when acting as a Third-Party Receiver for transactions, the Customer must also comply with network rules for the Accepted Payment type that are otherwise applicable to a financial institution when receiving payments. PNC makes certain warranties in providing the CARR service in accordance with this agreement, and Customer agrees to make the same warranties.