

## Direct to Debit Card Service

General. PNC's Direct to Debit (DTD) Service can help disburse funds to the customer's consumer payees (Recipients) in the United States using the existing VISA Direct or Mastercard Send infrastructures. Recipients will receive a credit to the Recipient's account connected with a VISA or Mastercard branded debit card (including certain prepaid cards).

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

In the event of a conflict between Terms and Conditions in this Service Schedule and the Terms and Conditions in the Treasury Management Services Agreement, these Terms and Conditions shall control with respect to this Service. More detailed descriptions of the Service and procedures for its use may be provided in implementation documents, which may be updated from time to time. The availability of certain features is subject to change at any time.

### Definitions Applicable to the DTD Service:

- "Card Organization" means Visa, Inc. or Mastercard, Inc. and any respective affiliates.
- "Card Organization Rules" means all bylaws, rules, regulations, documentation, manuals, guidelines, policies, procedures and other standards promulgated or adopted by a Card Organization, as may be amended or supplemented from time to time.
- "Cardholder" means a person issued a Card Organization-branded debit card by a bank that has registered with the customer in order to receive funds via the Service.
- "DTD Payment" means a funds disbursement transaction supported by the Service.

Service Description - Funding Account Requirements. The customer's account must contain sufficient available, collected funds in the amount of all DTD Payments before the transactions to pay the Recipients are submitted, as well as sufficient available, collected funds to cover all transfers and bank-related fees. If, at any time, the account balance is insufficient to carry out any DTD Payment Instructions, PNC or its third-party service provider has the right not to process or submit the DTD Payment transactions. Each disbursement to a Recipient must be submitted as a separate DTD Payment; disbursements may not be combined. In addition, the customer agrees that it will not initiate DTD Payments for, on behalf of or from any third-party.

Service Description - Initiation of DTD Payments. The customer must submit an online message initiating a DTD Payment to PNC through the Application Program Interface (API) using a secure connection. Before initiating a live, production DTD Payment, the customer agrees to certify with PNC in accordance with the documentation to confirm proper setup.

DTD Payment Instructions and Client Administration Use of Technology. Each Instruction initiating a DTD Payment must include all required information, including, but not limited to, the full name of the recipient, dollar amount origination date, token information and any other data or information specified in the documentation. The customer acknowledges that a DTD Payment Instruction that does not meet all requirements of the Agreement, including the documentation, and the Card Organization Rules may not be accepted for processing. The customer also acknowledges that PNC will not be responsible for detecting any errors or incomplete information in a DTD Payment Instruction.

All DTD Payments must be initiated using reusable tokens PNC provides to the customer for use in connection with the Service.

All DTD Payment Instructions must include the authorized payment and token information plus other required information, including as may be specified in the documentation.

The customer can connect to and use PNC's DTD Service APIs to send DTD Payment Instructions and token requests, verify card eligibility, validate company configurations or check the health of the APIs.

The customer may also use a secure Card Capture Token Request Utility hosted by PNC to submit Cardholder information to PNC. The Card Capture Token Request Utility will manage the collection and submission of Cardholder information directly to PNC. Upon using the Card Capture Token Request Utility, Cardholder information is processed directly by PNC and a token is supplied to be used for DTD payment Instruction submission through the PNC's DTD Service APIs. The Card Capture Token Request Utility is provided to the customer as a part of the Services and all restrictions and requirements related to the Services under the Agreement shall apply thereto. Except as expressly provided in this Amendment or the Agreement, PNC reserves all rights and interests in the Card Capture Token Request Utility. The Card Capture Token Request Utility is provided AS IS.

The customer agrees that the customer shall not and shall not allow third parties to:

- Attempt to get access to the source code of or decode the Technology or transfer or sublicense the customer's right to use the Technology.
- Interfere with or disrupt any PNC's software, systems or infrastructure.
- Transmit or introduce any viruses or other computer code that is intended to harm or provide unauthorized access to PNC's systems and Services.

Settlement. PNC will manage settlement of DTD Payments with Card Organizations by debiting the Funding Account for such transactions. After settlement, PNC will provide the customer with the settlement data and other related information via the API or another method.

Reliance on Payment and Token Information. The customer acknowledges that PNC and other entities will rely on the payment and token information provided in connection with DTD Payment Instructions. PNC and other entities that rely on the payment and token information will not have any liability to the customer for not reviewing or verifying such information even if the information contains errors or inconsistencies, such as a Recipient name or other information that is inconsistent with the payment or token information. Provided that PNC complies with the terms of the Service, the customer agrees to compensate PNC for any loss or expense incurred by PNC as a result of or in connection with PNC's reliance on the payment or token information in executing or attempting to execute the customer's DTD Payment Instruction.

Limits and Risk Management. PNC may impose certain limits on DTD Payment Instructions, including limits based on individual or aggregate transaction dollar amount, number of or type of payee(s) and/or any other criteria as determined in PNC's sole discretion. PNC may impose new or additional limits and may implement other risk mitigation procedures applicable to the customer, the customer's use of the Service or the customer's DTD Payment Instructions at any time and from time to time.

Modification and Cancellation. Due to the immediate and irrevocable nature of DTD Payment Instructions, the customer may not modify a DTD Payment Instruction or related information once submitted. If the customer identifies a DTD Payment as fraudulent or erroneous subsequent to its initiation, the customer should follow the existing process for retrieving such payments; PNC has no responsibility for attempting to interdict or reverse any DTD Payment Instruction once initiated by the customer.

Fee Schedule and Other Charges – Service Fees. The customer will be responsible for paying fees to PNC in connection with the DTD Service and standard transactional costs, in accordance with the Agreement.

Fee Schedule and Other Charges – Card Organization Charges. Card Organizations may also impose certain fees, charges or assessments on DTD Payments, some or all of which are charged to PNC or PNC's processor

in connection with the customer's DTD Payments that are in addition to standard transactional costs. The customer agrees to reimburse PNC for all Card Organization Charges, and all other costs, expenses or assessments PNC may incur that arise or result from or in connection with the customer's DTD Payments. Card Organization Charges means any and all fees, charges, assessments, fines, penalties, liabilities or obligations that a Card Organization imposes on PNC or its affiliates, including as a result of the customer's acts or omissions, or as a result of the acts or omissions of others that act on the customer's behalf or that provide services to the customer. Card Organization Charges are not subject to any consequential damages exclusion and also may include, but are not limited to, assessments (including but not limited to dues, issuer reimbursements, fines, penalties and fraud recovery losses), fees established by the Card Organizations (including but not limited to access fees, switch fees and file fees), adjustments and chargebacks. PNC reserves the right to charge the amount the Card Organization Charges to the Funding Account or to set off against the customer's other account(s) or property in PNC's possession in addition to such other rights as PNC may have at law or in equity. The customer agrees to pay PNC any fines or assessments imposed on PNC or PNC's affiliate by any Card Organization with respect to acts or omissions of the customer.

The Customer's Legal and Compliance Obligations. The customer represents, warrants and covenants that upon and following the Effective Date, the customer does, and the customer shall at all times meet all of the customer's obligations set forth below.

With respect to all DTD Payments, the customer will:

- Pay all program costs for DTD Payments submitted by the customer.
- Define and identify the Funding Account for each DTD Payment in the applicable DTD Payment Instructions.
- Initiate DTD Payments only for the disbursement of funds to Recipients' accounts connected with a Card Organization-branded debit card.
- Verify the identity of the Recipient before submitting any DTD Payment.
- Comply with all applicable Card Organization Rules and limits relating to DTD Payments.
- Comply with all requirements the customer was required to satisfy to achieve certification as provided in this First Amendment.
- Not combine multiple disbursements in any DTD Payment.
- Submit DTD Payments on the date agreed to with the Recipient.
- Ensure that the Funding Account contains sufficient funds to cover each DTD Payment before it is submitted to PNC.
- Not initiate a DTD Payment instead of a purchase or refund transaction when the transaction at issue should be appropriately submitted into a Card Organization network as a purchase or refund transaction.
- Achieve and maintain the required level of PCI Compliance to capture card information for the purpose of tokenization.
- Be solely responsible and liable for any DTD Payment that is (i) later disputed as unauthorized, (ii) of an incorrect amount, (iii) a duplicate transaction or (iv) credited in error to a party other than the intended Recipient. Without limiting the foregoing, the customer is liable for and shall fund or provide funding for all DTD Payments it initiates.

Compliance with Applicable Law and Card Organization Rules. The customer (on behalf of the customer and the customer's affiliates, employees, agents, consultants, representatives and vendors) represents, warrants and covenants that each does and will comply with (1) all Applicable Laws and (2) all Card Organization Rules applicable with respect to the Service or any DTD Payment. The customer is solely responsible for: (1) monitoring and interpreting Applicable Laws and Card Organization Rules; (2) determining the particular actions, disclosures, formulas, calculations and procedures required for compliance with such Applicable Laws and Card Organization Rules and (3) maintaining an ongoing program to ensure compliance with Applicable

Laws and Card Organization Rules. The customer agrees that the customer will not use this Service for any unlawful or unpermitted purpose.

Data Protection. Without limiting any of the foregoing, the customer will comply with data protection laws and Card Organization Rules when handling consumer or Cardholder data and will be responsible for ensuring that any third parties (including any affiliates, agents, consultants, representatives or vendors) with access to such consumer or Cardholder data are compliant with such data protection laws and Card Organization Rules. The customer will establish and enforce information security practices with respect to the customer and any applicable third parties to monitor, remedy and prevent a security breach involving Cardholder information.

Customer Notices. The customer will provide proper notice to the customer's consumer related to DTD Payments (as required by Applicable Laws or Card Organization Rules) including, without limitation, use restrictions; payment limits; policies related to security, privacy and disputes; and funds availability.

Records and Audit. The customer will keep accurate and detailed records related to the customer's use of the Service and DTD Payments in accordance with Applicable Laws and Card Organization Rules. The customer will have an internal audit process documented and in place to test and ensure compliance with Applicable Laws and Card Organization Rules. The customer will allow PNC to audit or inspect the customer's processes, procedures, technology, rules and other tools related to the customer's use of the Service, upon reasonable notice. The customer will keep the customer's contact information current and will promptly update PNC if the customer's contract information changes.

Account Debit Authorization. The customer hereby authorizes PNC to effectuate the transfers and debits from the Funding Account (or other accounts, where specified herein) as contemplated herein or in any applicable Card Organization Rules, including to settle such customer's obligations resulting from any use of the Service and DTD Payments.

Accuracy and Completeness of Information. The customer shall ensure that any DTD Payment Instructions the customer initiates from a Funding Account and/or through the Service are fully authorized, valid, complete and correct, and the customer shall have full liability and responsibility therefor. For purposes of clarity, the customer is solely responsible for any errors resulting from incomplete and/or inaccurate data, and PNC has no liability or responsibility therefor.

Transaction Limits. The customer acknowledges and agrees that DTD Payments will be subject to transaction limits (e.g., amount per DTD Payment and velocity of DTD Payments) (Limits) as determined by PNC from time to time. Further, each Card Organization and/or each Receiving Institution may establish Limits, and DTD Payments are also subject to such Limits, which are separate from the limits imposed by PNC and may affect the successful processing of DTD Payments. For example, Receiving Institutions may elect to block any DTD Payment that exceeds a certain dollar amount (e.g., \$10,000). PNC does not guarantee that any DTD Payment will be accepted and posted to the applicable Recipient's card or account. PNC has the right, but not the obligation, to refuse to process any DTD Payment that exceeds any such Limits.

Use of and Rights to Cardholder Data. The customer must not use, disclose, sell or disseminate any Cardholder information obtained in connection with the customer's use of the Service (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling DTD Payment transactions and resolving any chargebacks, retrieval requests or similar issues involving DTD Payment transactions, other than pursuant to a court or governmental agency request, subpoena or order. The customer shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account information. The customer must not retain or store magnetic stripe data after a transaction has been authorized. If the customer stores any electronically

captured signature of a Cardholder, the customer may not reproduce such signature except upon specific request of PNC.

The customer acknowledges that the customer obtains no ownership rights in any information relating to or derived from the Service or DTD Payment transactions. Cardholder account numbers, personal information and other DTD Payment transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of the customer's business. Upon a bankruptcy, insolvency or failure of the customer's business all Cardholder and DTD Payment transaction information must be returned to PNC, or the customer must provide to PNC acceptable proof of the destruction of all such information.

Additional Events of Default. In addition to the defaults and rights under the Agreement, the following are additional Events of Default applicable with respect to this Service Schedule:

- Irregular DTD Payment transactions by the customer, excessive chargebacks or any other circumstances which, in PNC's sole discretion, may increase PNC's exposure for the customer's chargebacks or otherwise present a financial or security risk to PNC.
- Any representation, warranty or covenant of the customer is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made.
- The customer defaults in any material respect in the performance or observance of any term, covenant or condition in this First Amendment.

If any Event of Default shall have occurred and be continuing, PNC may, in PNC's sole discretion, exercise all of PNC's rights and remedies under Applicable Law and the Agreement.

If this Service is terminated for cause, the customer acknowledges that PNC may be required to report the customer's business name and the names and other identification of the customer's principals to the Combined Terminated Merchant File maintained by the Card Organizations. The customer expressly agrees and consents to such reporting if the customer is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Card Organizations. Furthermore, the customer agrees to waive and hold PNC harmless from and against, any and all claims which the customer may have as a result of such reporting.

The provisions governing processing and settlement of DTD Payment transactions, all related adjustments, fees and other amounts due from the customer and the resolution of any related, disputes or other issues involving DTD Payment transactions will continue to apply even after termination of the service, until all DTD Payment transactions initiated prior to such termination are settled or resolved. Upon termination of this service, the customer agrees to immediately send PNC all data relating to DTD Payment transactions initiated up to the date of termination.

Data Security. The customer is required and agrees to strictly comply with the Payment Card Industry Data Security Standard (PCI DSS), which is the global standard that defines the requirements for the storage, processing and transmission of card data. The customer is also required and agrees to strictly comply with each individual Card Organization's data security rules implementing PCI DSS, as amended from time to time.

More detailed information:

- PCI DSS Council's website: [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).
- Visa's CISP program website: [www.visa.com/cisp](http://www.visa.com/cisp).
- Mastercard SDP website: <https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/site-data-protection-PCI.html>.

All of the above referenced standards, as the standards are amended from time to time, shall be collectively referred to as the "Data Security Standards". The customer understands that the customer is responsible for compliance with the Data Security Standards by the customer's affiliates, agents, representatives, vendors and contractors.

In addition to the indemnification provisions under the Agreement, the customer agrees to indemnify and hold PNC harmless from and against all losses, liabilities, damages and expenses (including attorney's fees and collection costs) resulting from the customer's, or the customer's agents' or subcontractors', failure to comply with the Data Security Standards. Furthermore, the customer understands and agrees that failure to comply with the Data Security Standards shall give PNC and the Card Organizations the right to (i) impose assessments, fines or penalties, which the customer agrees to pay upon demand, (ii) terminate this First Amendment and/or (iii) restrict the customer from receiving or processing card or Cardholder information or participating in the Services.

The customer will be subject to ongoing validation of the customer's compliance with the Data Security Standards. Furthermore, PNC retains the right to conduct an audit at the customer's expense, to verify the customer's compliance, or that of the customer's agents and third-party providers, with said Data Security Standards.

The customer agrees to notify PNC immediately, and in no event more than 24 hours after discovery, of any suspected or actual data security breach or violation of the Data Security Standards. The customer shall, at the customer's own expense (i) perform or cause to be performed an independent investigation (including a forensics analysis) of any actual or suspected data security breach of card or transaction data, (ii) perform or cause to be performed any remedial actions recommended by any such investigation and (iii) cooperate with PNC and the Card Organizations in the investigation and resolution of any actual or suspected security breach.

Miscellaneous. The parties acknowledge that the Card Organization Rules give the Card Organizations certain rights to require termination or modification of this First Amendment with respect to transactions involving VISA and Mastercard cards and the VISA and Mastercard card systems and to investigate the customer. The parties also acknowledge that issuers of other Cards, for which PNC performs services on behalf of the customer, may have similar rights under the other Cards' applicable Card Organization Rules with respect to this First Amendment's applicability to transactions involving such other Cards.