

PNC TREASURY MANAGEMENT SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Agreement for Accounts and Services

1.1 Parties. This Agreement contains the terms and conditions under which PNC will provide accounts and selected Services to Customer effective as of _____, 202____.

1.2 Definitions. Capitalized terms that are used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such terms in **Addendum A** attached hereto.

1.3 Business Use. Customer shall use the Services solely to carry on its lawful business. Further, Customer shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining PNC's prior written consent.

1.4 Responsibilities of the Customer.

1.4.1 Applicability of Agreement to Customer/Joint and Several Liability of Managing Customer and Participating Customers. Each Customer (including any Managing Customer and Participating Customer) who participates in any of the selected Services, will be subject to the provisions of this Agreement, the applicable Service Schedule(s), Supporting Documentation and any other applicable documentation provided by PNC to Customer (including when provided to any Managing Customer and/or Participating Customer within a Customer group). Further, the Managing Customer and each and every Participating Customer (if any) who participates in or otherwise receives any of the Services will be jointly and severally liable to PNC.

1.4.2 Participating Customer Use. The Managing Customer will provide to PNC upon request evidence of any and all other authorizations for such Participating Customer(s) to use the selected Services. PNC may continue to rely on the information supplied by the Managing Customer (and any Participating Customer) until PNC receives written notice of any change and has had a reasonable opportunity to act on such notice. With respect to each Participating Customer, if any, the Managing Customer represents and warrants that it has been duly authorized by all necessary corporate, legal entity, contractual, or other action under the applicable governing documents of such Participating Customer and applicable Law to enter into and execute this Agreement on behalf of such Participating Customer. Upon the execution and delivery of this Agreement by the Managing Customer on behalf of such Participating Customer, and subject to the acceptance of such Participating Customer as a Customer by PNC (which acceptance may be given or denied in the sole discretion of PNC), such Participating Customer will be deemed a "Customer" under this Agreement and will be bound by this Agreement (including any documents or instruments incorporated by reference into this Agreement). To the extent a Managing Customer wishes to open any Account(s) or to receive any Services for a Participating Customer, such Managing Customer must first notify PNC in writing and must complete any and all additional documentation that PNC may (in its sole discretion) require, which may include listing in the banking resolution client list (or any successor documentation related to banking authority provided by Customer to Bank) all Participating Customers and such Participating Customer will not receive any Account(s) or Service(s) unless PNC accepts such Participating Customer (which acceptance may be given or denied in the sole discretion of PNC). By including Participating Entities on the banking resolution client listing, those entities are made parties to this Agreement.

- 1.4.3 Third Party Access to Services. Customer must notify PNC in writing if any person or legal entity is allowed by Customer, or has the ability, to directly or indirectly transact through the Account, benefit from, or have an interest in the Customer's use of the Account or Services ("Third Party"). If Customer provides access to Third Party, Customer agrees that it must (1) upon request, provide PNC with all information and documentation related to Third Party, (2) establish internal controls as it relates to know your customer and customer diligence requirements reasonably requested by PNC, (3) comply with PNC's request for diligence, and (4) ensure compliance by Third Party with this Agreement and any established procedures for use of the Account or Service. PNC reserves the right to deny or discontinue Services with respect to the Customer or any other Third Party. PNC may, in its sole discretion, prohibit certain businesses, or businesses that engage in certain activities, from accessing Services directly or indirectly.
- 1.4.4 Service Schedules. Each Service Schedule applicable to a particular Service is available on the Services Portal (www.PNC.com/TMDocuments). Prior to Customer accessing or using any of the Services, Customer shall review the relevant Service Schedule(s) for such Services and Customer acknowledges and agrees that it has been given access to such Service Schedule(s) via the Services Portal. By accessing or using a Service, Customer agrees to comply with and be bound by the then current terms and conditions set forth in the applicable Service Schedule for such Service. Each such Service Schedule is incorporated by reference into this Agreement.
- 1.4.4.1 New Services. Any Services which Customer may select and add subsequent to the Effective Date of this Agreement shall also be governed by this Agreement and the applicable Service Schedule(s). Customer shall access the Services Portal and review each additional Services Schedule(s) prior to selection of any such Services and will be subject to PNC's standard fees for such additional Services.
- 1.4.4.2 Acceptance. Customer's use of a new Service or continued use of an existing Service will ratify its acceptance of the applicable terms and conditions for that Service.
- 1.4.5 Supporting Documentation. With respect to any Account, Service or Services Portal (and in any addition to any Service Schedules), from time-to-time, PNC may furnish Customer (or require Customer to complete) Supporting Documentation. By using any Account, Service or Services Portal, Customer agrees to comply with and bound by the then current versions of such Supporting Documentation, which are hereby incorporated by reference into this Agreement.
- 1.4.6 Conflicts. In the event of a conflict or inconsistency between or among any provision of these General Terms and Conditions, any provision of a Service Schedule, or any provision of any Supporting Documentation, such conflict or inconsistency shall be resolved by giving precedence to the provisions in such instruments in the following order of priority: (a) the applicable Service Schedule, (b) any supplemental terms and conditions required by PNC as specifically set forth in a jurisdictional rider, (c) the General Terms and Conditions and (d) any additional Supporting Documentation.
- 1.4.7 Update Customer Information. It is Customer's responsibility to promptly notify PNC of any updates to its information on file with PNC, including information related to Customer's name, entity type, tax identification number, address, email address(es), contacts, officers, individuals with banking authority, account level signers, and other authorized Representatives; PNC must have a reasonable opportunity to act on such notice. PNC is not responsible for any issue resulting from Customer's failure to update information.
- 1.4.8 Consents. Customer is exclusively responsible for obtaining any consents necessary or required under any applicable Laws or payment network rules from its customers with respect to any information which

may be shared with PNC. In addition, Customer is responsible for the accuracy, quality and legality of and the means by which Customer acquired such data and information.

1.5 Fees.

- 1.5.1 Standard Fees. PNC will charge Customer its standard fees for the Services unless otherwise agreed. PNC will provide prior notice of fee changes.
- 1.5.2 Account Analysis. PNC will perform a monthly account analysis to determine if Customer's applicable account balances are sufficient to offset that month's fees. If compensating balances are not sufficient to offset the fees, PNC will debit one of Customer's accounts for the difference, which Customer may designate for that purpose.
- 1.5.3 Combined Compensating Balance. Monthly fees will be itemized on Customer's monthly account analysis statement. If Customer requests PNC to use the combined compensating balances of a legal entity to offset the fees incurred by a different legal entity, Customer represents and warrants to PNC that such use is authorized, has been properly disclosed to third parties if required by Law, and will not violate any Law, contract, or any other obligation owed to any person, including any beneficial owner of the compensating balances or any customer of Customer or such other entity. There may be certain fees that Customer may not pay by compensating balances. PNC will debit one of Customer's PNC accounts for such fees.

2. Deposit Account Services

PNC's provision of, and Customer's use of, any deposit account provided by PNC will be governed by the applicable deposit account terms and conditions, which may be separately provided or made available by PNC from time to time.

3. Accessing PNC Services and Technology

3.1 Rights of Use. Subject to the terms and conditions of this Agreement, PNC hereby grants to Customer a nonexclusive, nontransferable right to use the Services and any Technology solely for lawful purposes in accordance with this Agreement. No right is granted for use of the Services or Technology by any third party or by Customer to operate a service bureau. Customer must retain intact all applicable copyright, patent, and trademark notices on and in all copies of any such Technology. Upon termination of a Service, the license to use the Service and Technology shall terminate.

3.2 Cooperation with PNC. Customer must notify PNC immediately if Customer becomes aware of any actual, suspected, or threatened: (a) unauthorized or unlawful access to, or use or destruction of any Service or Technology; (b) unauthorized access to any facility, computer network, system, or device which has access to PNC Services or Technology; (c) incident or situation that compromises or could compromise PNC's systems through any Services, Technology, or where Customer has direct transmission access to PNC's systems, including but not limited to Customer's computer network or system being exposed to or accessible by the public or any unauthorized person; or (d) introduction or detection of any malware, malicious code, spyware, virus, or a similar item into or in Customer's network or system. Customer agrees to cooperate with PNC's reasonable requests to provide information related to such incidents.

3.3 Limitations to Use. PNC reserves the right to suspend access to all or a portion of a Service or any Technology, or to temporarily restrict its use, at any time without notice to Customer if PNC suspects unusual activity, fraud, possible risk of loss, a violation of any of the terms and conditions of this Agreement with respect to the use of such Service or Technology, a security risk, or other technical problem. PNC also reserve the right to terminate Customer's use of a

Service or Technology if, in its sole judgment, Customer or the authorized user have misused, or PNC reasonably anticipates will misuse, the Service or Technology.

3.4 Technology Purchase. Customer is responsible for purchasing, selecting, and maintaining the hardware, software, or other technology Customer uses to send data or information to PNC or to access the Services. Customer agrees that PNC will not be responsible for the installation specifications (including cabling, power, and space), the installation, or the operation, maintenance, or technical support of any third-party product.

3.5 File Testing. Customer agrees that PNC will have no liability for any use of the File Format Testing Service, or any action or transaction in connection with the File Format Testing Service. Customer should only use test data for the File Format Testing Service. In addition to the test tool, Customer must complete end-to-end testing and meet all other requirements.

3.6 Security Procedures for Use of PNC Services.

3.6.1 Generally. If required for a Service, Customer must select a Security Procedure and must use the Security Procedure when delivering Instructions to PNC. PNC may require or implement additional Security Procedures. Security Procedures may include security codes, personal identification numbers, tokens, check stock, or other security processes or devices. To initiate transactions Customer must designate one or more Authorized Person(s).

3.6.2 PNC Reliance. If PNC follows a commercially reasonable Security Procedure in acting on any Instruction issued in Customer's name: (a) PNC shall be entitled to rely without investigation on such Instruction; and (b) Customer shall be bound by such Instruction.

3.6.3 Authenticity of Instructions. The purpose of Security Procedures is to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and PNC assumes no responsibility for failure to detect errors. Each time Customer uses a Service, Customer represents and warrants to PNC that it has determined that, in view of Customer's requirements, the Security Procedure is a satisfactory method of verifying the authenticity of requests or Instructions. PNC also assumes no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by Customer's employees, agents, or representatives, or any Third Party, and all losses resulting therefrom shall be solely Customer's responsibility. Customer shall promptly notify PNC of any suspected breach of security, whether involving Customer's employees, agents, or representatives or other parties. PNC may take all action it deems, in its sole discretion, reasonable to prevent further breach or loss, whether it learns of a suspected breach through Customer's notice thereof or through its own means.

3.6.4 Access Credentials. In conjunction with certain Service(s) or Technology, PNC may issue and/or Customer may otherwise create its own combination of unique identifiers inherent to Customer and/or any Authorized Person, including user identification codes, passwords, keys, authentication or verification codes, security devices, digital signatures and certificates, and other similar devices and information for or in conjunction with access to the Services and/or Technology ("**Access Credentials**"). Customer agrees, for itself and for each Authorized Person, that it will maintain adequate security controls for all Access Credentials. Customer is exclusively responsible for any and all activity performed using Customer's Access Credentials. Customer must immediately notify PNC if Customer becomes aware that any actual or suspected unauthorized access to any Technology or Service has occurred or if there has been any actual or suspected loss, theft, compromise, breach, or unauthorized use of Access Credentials. PNC may take all action it deems reasonable in its sole discretion, including suspending Services and/or Technology, to prevent or mitigate against any actual or suspected compromise to

Access Credentials, regardless if PNC was notified by Customer or PNC has a good faith reason to believe such actual or suspected compromise to Access Credentials has occurred.

- 3.6.5. Customer Responsibilities. Customer is responsible for all statements made and acts or omissions that occur while Customer's Security Procedures are being used. Where Customer has authorized any person to use its Security Procedures, Customer's authorization shall be considered by PNC as unlimited and will be effective until Customer revokes the authorization in writing.

PNC Security Procedures are strictly confidential and should be disclosed only to those individuals who need to know them. Customer must instruct those individuals that they should not disclose the Security Procedures or otherwise make them available to anyone.

4. Compliance With Laws, Regulation and Policy Requirements

4.1 US Patriot Act and Other Laws. In using and performing the Services, Customer and PNC agree respectively to comply with all Laws, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any Laws, regulations and Executive Orders that are enforced or administered by OFAC. Customer represents and warrants that Customer has all licenses that may be required by OFAC to make a payment or conduct any other transaction through PNC. PNC may delay, or refuse to process or carry out, any transaction initiated by Customer or involving one of Customer's Accounts with PNC if PNC believes in good faith that such delay or refusal may be necessary to comply with Laws. If there is a conflict between this Agreement and any Law, then this Agreement shall fully vary such Law to the extent permitted by Law.

4.2 Certification of Beneficial Owners and Other Additional Information. If Customer is required to provide to PNC a Certification of Beneficial Owner(s), Customer agrees the information in the Certification of Beneficial Owners, as updated from time to time in accordance with this Agreement, is true, complete, and correct as of the date thereof. It is Customer's responsibility to promptly update the Certification of Beneficial Owner(s) upon any change to ownership or control. Customer agrees to provide such information and documentation as may reasonably be requested by PNC from time to time, including for purposes of compliance with applicable Laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by PNC to comply therewith. If Customer is required to deliver a Certification of Beneficial Owners to PNC, Customer will also provide: (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to PNC, as and when requested by PNC; and (b) a new Certification of Beneficial Owners in form and substance acceptable to PNC when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to PNC have changed.

4.3 Confidentiality.

- 4.3.1 Customer Information. In addition to the obligations contained in this Agreement, PNC will handle Customer Information in the manner described in PNC's Data Security Addendum, which can be found at the following link: https://www.pnc.com/content/dam/pnc-com/pdf/Security/PNC_Data_Security_Addendum.pdf As a regulated financial institution, PNC maintains a comprehensive cybersecurity program aligned to industry best practices. PNC's use of Confidential Information is subject to section 4.3.2 below. When applicable, PNC will handle Customer Information in accordance with the principles described in the Data Security Addendum. The Data Security Addendum supplements this Agreement, but any liability, including any breach notification or other reimbursement costs, is subject to the Limitation of Liability (Section 6) provisions in this Agreement. In the event of a direct conflict between the terms of the Addendum and this Agreement, the terms of the Agreement shall control.

4.3.2 Use of Confidential Information. Except as expressly provided in this Agreement or with the other party's prior written consent, each party agrees that: (a) it will not disclose Confidential Information of the other party to any third-party; (b) it will protect the Confidential Information of the other party as required by applicable Laws and regulations; and (c) it will not use Confidential Information of the other party for purposes other than as necessary to exercise its rights or perform its obligations under this Agreement. In addition to the foregoing, each party shall have reasonable measures, policies, and procedures designed to: (a) protect the security and confidentiality of the Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (c) protect against unauthorized access to or use of such Confidential Information; and (d) ensure the complete, permanent, and secure destruction of such Confidential Information as may be required by this Agreement or applicable Law. PNC will notify Customer of any Security Incident within a reasonable time following discovery of such Security Incident, without undue delay, and in any event within the period mandated by applicable Law. Neither Party makes any representations or warranties as to the accuracy or completeness of its respective Confidential Information.

4.3.3 Permissible Disclosure. Notwithstanding the foregoing, without the need of obtaining the consent of the disclosing party, a receiving party may disclose information relating to this relationship to its auditors and regulators and may disclose Confidential Information to those of its Representatives who need to know such Confidential Information

(a) as necessary or useful for the receiving party or its Representatives to exercise any rights and perform any obligations in connection with this Agreement, or

(b) in the case of PNC and its Representatives, in conjunction with the provision of any services, as otherwise permitted or required by Laws, for fraud detection and prevention purposes, risk management purposes, or to otherwise communicate with Customer (and the Representatives of Customer),

provided that with respect to the Confidential Information disclosed such Representatives are subject to obligations of confidentiality substantially as protective as those set forth in this Agreement. A party may also disclose Confidential Information if legally compelled to do so pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand, or other similar legal process or requirement of law, or in defense of any claims or causes of action asserted against it. In making any disclosure under such legal process or requirement of law, each party agrees to use reasonable efforts to preserve the confidential nature of such information and to reasonably cooperate with the other party in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require a party to fail to honor a subpoena, court or administrative order, or a similar requirement or request on a timely basis.

4.3.4 Exceptions. No information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the receiving party or its Representatives; (b) is rightly obtained from third-parties, who, to the best of a receiving party's knowledge, are not under an obligation of confidentiality; (c) was known to the receiving party prior to its disclosure without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of its business; or (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

4.3.5 Termination. In the event that this Agreement is terminated for any reason, each party agrees to promptly destroy or return to the other all copies of the Confidential Information of the other, without retaining any copies thereof; provided, however, that each party may retain limited media and materials containing Confidential Information of the other party for reasonable and required compliance, archival, backup and audit purposes, subject to the other terms of this Agreement.

- 4.3.6 Publicity. Customer may not use PNC's trademarks, brands, logos or names in any marketing material, advertisement, news release or public statement, unless specific prior written approval has been obtained from a senior executive within PNC's Treasury Management business.

4.4 Representations and Warranties.

- 4.4.1 Customer and PNC. Each Party represents, warrants, and covenants that: (a) it is duly organized, validly existing, and in good standing; (b) the execution, delivery and performance of all documents or agreements provided in connection with this Agreement are within each Party's powers, have been duly and validly authorized, and do not contravene its charter, by-laws, or any indenture, agreement, undertaking, law, regulation or order; (c) no approval, consent or authorization of any government authority is necessary to perform or receive any Service; (d) the terms and conditions contained in this Agreement are valid and binding obligations enforceable in accordance with their terms. Customer also represents, warrants, and covenants that, except as otherwise expressly set forth herein, it will not allow any Third Party to directly access any Services or Accounts without PNC's express written consent.
- 4.4.2 Status of Customer. Customer represents and covenants that: (a) it is not a "Consumer" as defined in section 205.2(e) of Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et. seq., and that Customer will use each Service solely for business, and not personal, family or household purposes; (b) it is not a sole proprietor; and (c) it will not use the Services in any manner that violates Law.
- 4.4.3 PNC. **PNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PNC MAY SUPPLY TO CUSTOMER, INCLUDING, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4.5 Calls, Monitoring of Use, Consent for Service Calls. Customer agrees that PNC may record and/or monitor any communications, including telephone conversations, PNC has with Customer in connection with the Services. However, PNC will not be liable to Customer if PNC does not record or maintain a record of a conversation or communication. PNC may monitor and record the activity of any person using a Service. Anyone using a Service, consents to such monitoring and recording. By providing telephone number(s) or other contact information to PNC, Customer authorizes PNC and its affiliates and designees to contact Customer regarding its Accounts and Services with PNC and its affiliates, using any means, including 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 message.

4.6 Electronic Records, Signatures and Delivery. This Agreement and other documentation may be provided to Customer either in paper form or electronically. Any part of this Agreement in electronic form shall be a "writing" or "in writing" and shall constitute an "original" both in electronic form and when printed from electronic files or records. All references to a signature may include electronic, digital, facsimile or stamp signatures. Any Communication may at PNC's option be delivered electronically, pursuant to the Notices Section of this Agreement, and be signed or executed using PNC's approved method for electronic signatures. PNC may use or accept a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

4.7 Taxes. Customer is responsible for paying all applicable taxes, based upon the Services selected, including federal, state, and local property, privilege, sales, use, excise, or similar taxes, but excluding taxes based upon PNC's net income or assets.

5. Indemnification by Customer

Customer will indemnify and hold PNC, its Representatives, and agents harmless from any claim, loss, penalty, assessment, cost, or damage, whether in contract or tort (including attorney fees), arising under this Agreement, or in connection with the Services provided under this Agreement, including but not limited to those asserted by third parties including governmental authorities, for reimbursement or damages and those which arise out of or under the Electronic Funds Transfer Act, any applicable state electronic funds transfer rules or regulations, or any rules or guidelines of any payment network or automated clearing house. Notwithstanding the foregoing, such indemnification shall not apply to any claims, damages, losses, liabilities, and expenses solely and directly attributable to PNC's gross negligence or willful misconduct. Customer may participate at its expense in the defense of any such action or claim.

6. Limitation of PNC Liability to Customer

6.1 Actual Damages. PNC shall be liable to Customer only for Customer's actual, direct damages resulting from PNC's failure to exercise ordinary care in performing each of the Services, subject to Section 6.3 (Maximum Damages). PNC's responsibility to Customer is limited to PNC's exercise of ordinary care in performing the Services covered by this Agreement. Substantial compliance by PNC with PNC's standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care. PNC will have no liability to Customer for taking or not taking any action permitted but not required. PNC will not be liable for the action or inaction of Customer, its Representatives, or any third party, including in handling items deposited to or withdrawn from Customer's Account.

6.2 Types of Damages. Notwithstanding the foregoing, in no event shall PNC, its Representatives, or agents be liable for any loss of profits, data or goodwill or for any indirect, consequential, incidental, punitive, exemplary, or special losses or damages, or expenses (including reasonable attorneys' fees), which Customer may incur or suffer, whether the possibility of such damage was known, foreseeable or contemplated by either Party.

6.3 Maximum Damages. The aggregate liability of PNC its Representatives and agents to Customer and any of Customer's Representative for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory shall not exceed: (i) *in the case of a Funds Transfer, Instruction for the transfer of money or other payment* that is misdirected, lost or otherwise paid to the wrong person as a result of PNC's failure to comply with the terms of this Agreement or Law, an amount in excess of the face amount of such Funds Transfer, Instruction or other payment and (ii) *in all other cases* for an amount in excess of twelve (12) times the fees Customer has paid PNC for the particular Service(s) to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred.

6.4 No Liability. PNC shall have no liability to Customer for the selection, operation, or maintenance of Customer's equipment, software, or communications facilities.

6.5 Use of Fraud Services. PNC offers fraud detection tools such as Positive Pay for Checks and ACH Positive Pay, designed to help detect and/or deter check and other payment system fraud. If Customer fails to implement the available fraud detection Services or others made available for this purpose **or fails to use such fraud detection Services in a way that would help to detect fraudulent items (such as setting default to pay all or failure to issue timely return instructions)**, PNC shall have no liability to Customer for any unauthorized, altered, counterfeit or other fraudulent transactions occurring in Customer's Accounts that such Service was designed to detect or deter.

6.6 Third Party Claims. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST PNC UNDER THIS AGREEMENT.

7. Termination

7.1 For Convenience. Customer may terminate this Agreement or any Service at any time upon notice to PNC, but PNC may have a reasonable amount of time to act upon such notice. PNC may terminate this entire Agreement or any Service at any time upon not less than thirty (30) calendar days prior written notice.

7.2 Immediate Termination by PNC With Notice. In addition to its rights under Section 7.1, PNC may terminate this entire Agreement or a particular Service immediately upon notice to Customer if one of the following occurs: (a) Customer fails to perform or comply with any of the terms or conditions of this Agreement (including any breach of Security Procedures); (b) Customer breaches any other agreement it has with PNC including any agreement (i) relating to Customer's indebtedness to PNC or (ii) relating to Customer's Account(s) with PNC or (iii) which Customer executes as security for its obligations to PNC; (c) Customer breaches any of its representations and warranties; (d) Customer insolvency, receivership, or voluntary or involuntary bankruptcy, or any assignment for the benefit of creditors; (e) in PNC's sole judgment, Customer's financial condition or business is impaired or PNC reasonably believes that Customer may not have sufficient available funds in its accounts with PNC to settle transactions hereunder; or (f) there are conflicts in Customer's ownership or control leading to adverse claims on the Accounts.

7.3 Immediate Termination by PNC Without Notice. PNC may terminate this entire Agreement or a particular Service immediately and without prior notice if: (a) in PNC's sole judgment, such termination is necessary because of legal process, Law, or other government guidelines; or (b) PNC suspects fraud or unlawful activity in connection with any Service.

7.4 Effect of Termination. Upon the termination of this Agreement for any reason or expiration of any transition period agreed to by PNC pursuant to Section 7.5, below, Customer and each Authorized Person shall immediately cease use of any Access Credentials and use of the Services. Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which PNC has commenced processing and as to all rights and liabilities arising prior to such termination.

7.5 Orderly Transition. Other than for a termination by PNC pursuant to Sections 7.2 or 7.3, above or Customer's failure to pay any undisputed amount by the requisite due date, upon expiration or any termination of this Agreement, in whole or in part, PNC in its sole discretion may, but is under no obligation to, continue to allow Customer to access and use the Services after the date of such termination or expiration to effectuate an orderly transition from the Services for a period not to exceed ninety (90) days. During such period, all fees, as updated from time to time, will continue to be in effect and the terms of this Agreement shall survive and continue to govern the Parties' rights and obligations with respect to the Services.

7.6 Accounts. Nothing in this Section limits or restricts PNC's ability to close Accounts as set forth in the agreement between PNC and Customer related to the deposit Account(s).

8. Miscellaneous Provisions

8.1 Notice of Change. PNC may add to, change, modify, replace, or delete any of the provisions of this Agreement, the Service Schedules, or any Supporting Documentation including converting Customer's Account from one product to another, by giving Customer notice of the change. Customer's continued use of the Service after the effective date of any such change will constitute Customer's agreement to the change. Notwithstanding the foregoing, PNC may change any term or condition immediately and without prior notice to Customer if PNC determines in its sole discretion that the change is necessary: (i) to avoid potential loss to Customer or PNC; (ii) due to circumstances that substantially impact PNC's operations or the security of funds transfer; or (iii) to comply with any statute, regulation or ruling of any government agency to whose jurisdiction PNC is subject.

8.2 Force Majeure. Neither Party shall have responsibility nor incur liability for any failure to carry out, or any delay in carrying out, any of such Party's obligations under this Agreement caused, directly or indirectly, by circumstances beyond its reasonable control, including acts of God; pandemics; viruses; epidemics; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; riots; interruptions, loss or malfunctions of utilities, or communications services; acts of military authority or similar governmental action or any other cause beyond such Party's

reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve Customer of its obligation to make any payment due to PNC.

8.3 Governing Law and Venue.

8.3.1 Governing Law. This Agreement is governed by the laws and regulations of the State of Delaware, without regard to principles of conflict of laws. The Services and the Agreement are also governed by the laws and regulations of the United States of America, including federal banking laws and the Electronic Signatures in Global and National Commerce Act.

8.3.2 Venue. Customer hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of, or related to this Agreement shall be instituted in any state or federal court in the State of Delaware and hereby waives any objection which Customer may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise.

8.4 WAIVER OF JURY TRIAL. **PNC AND CUSTOMER EACH IRREVOCABLY WAIVE ANY AND ALL OF ITS RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR CUSTOMER'S ACCOUNT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. PNC AND CUSTOMER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

8.5 Customer's Agents and Authorized Representatives. Any person or entity acting on behalf of or for the benefit of the Customer, including any Designated Third-Party Processor, used by Customer to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be Customer's agent. All terms of this Agreement will apply to the acts and omissions of each such third party and Customer will be legally bound thereby.

8.5.1 As part of the Technology, PNC may make available to Customer APIs, standard or customized integrations or other communication channels for accessing or using the Services or receiving or transmitting information or instructions related to Customer's Accounts.

8.5.2 From time to time, PNC may (in its sole discretion) permit Customer to designate one or more Designated Third-Party Providers to engage in TPP Activities. Any such TPP Activities by any Designated Third-Party Provider (a) will be subject to the terms and conditions of this Agreement, any Services Schedule, and such other terms, conditions and instruments as PNC may establish from time to time with respect to the Services and Accounts (or the access or use thereof) and (b) will occur through Technology that PNC has approved for such activities.

8.5.3 Before Customer uses a Designated Third-Party Provider to perform TPP Activities, Customer must provide notice to PNC as to (a) the identity of such Designated Third-Party Provider, (b) the TPP Activities to be performed by such Designated Third-Party Provider and (c) the Account(s) as to which the Designated Third-Party Provider is permitted to perform TPP Activities. PNC may also require Customer to indicate the Services with which the Designated Third-Party Provider is permitted to interact. Customer must provide PNC such other information as PNC may reasonably request regarding any Designated Third-Party Provider with respect to their TPP Activities and their access, use and interaction with any Account(s), Account information, Services or Technology. Both Customer and its Third-Party Provider must meet all PNC requirements (including the requirements in this Section). PNC is entitled to rely on any notification or authorization (or any revocation of a notification or authorization) made by Customer or its Representatives with respect to such Designated Third-Party Provider or TPP Activities

(including any notification, authorization or revocation given electronically by Customer's Representatives who have administrative access to Customer's Accounts or any online or electronic functionality associated with such Accounts).

- 8.5.4 A Designated Third-Party Provider may be required to enter into a Joint Customer Access Agreement with PNC or other terms, conditions and instruments as PNC may designate from time to time. Customer acknowledges and agrees that (a) PNC has no obligation to allow any Designated Third-Party Provider to access any Account(s), Account information, Services or Technology, and (b) PNC may (at any time and in its sole discretion) revoke, suspend or terminate a Designated Third-Party Provider's access to any Account(s), Account information, Services or Technology, with or without notice to Customer (though PNC will reasonably endeavor to notify Customer as soon as practicable of such revocation, suspension or termination).
- 8.5.5 Customer acknowledges and agrees that each of Customer's Designated Third-Party Provider(s) is acting as Customer's agent and Representative with respect to Customer's Account(s), as well as the Services and Technology that PNC makes available hereunder. Action taken by any Designated Third-Party Provider shall be considered an action taken by Customer and not by PNC. A Designated Third-Party Provider is not PNC's vendor, service provider, Representative or agent. PNC is not responsible or liable for any of the products or services provided by, or any other actions or omissions of any Designated Third-Party Provider. PNC's records (rather than the records of any Designated Third-Party Provider) are the official records for Customer's Account(s) and Services. PNC is not responsible for a Designated Third-Party Provider's access, storage, transmission or processing of any data or information it receives from or on behalf of PNC. If a Designated Third-Party Provider sends instructions or data to PNC (or any agent or representative of PNC) with respect to Customer's Account(s) and the Services provided to Customer, PNC (and PNC's agents and Representatives) can rely on such instructions and data as if received directly from Customer, and neither PNC nor its agents and Representatives have any obligation to confirm the accuracy of such instructions or data. It is Customer's responsibility to ensure Customer has appropriate agreements in place with any Designated Third-Party Providers with regards to their access and use of Customer's Accounts, Account information, the Services, and any Technology (and any information related thereto), including as it relates to the security and protection of Customer's Account(s), Customer's Account information and the access and use of the Services and Technology. Without limiting the foregoing, PNC has no responsibility or liability for (a) any action or omission of any Designated Third-Party Provider in connection with the access or use of (or failure to access or use) any of the Accounts, Account information, Technology or Services, or (b) for any unauthorized transactions or any losses with respect to Customer's Accounts that are attributable to the actions or omissions of any of Customer's Designated Third-Party Providers.
- 8.5.6 Neither Customer nor its Designated Third-Party Providers may use any Technology in a manner or for a purpose not expressly permitted by this Agreement, the Service Schedules or any other terms and conditions applicable to such Technology (including any applicable Joint Customer Access Agreement).
- 8.5.7 PNC reserves the right to suspend or terminate Customer's access to any Technology (including any API connection) if Customer's access or use of such Technology (a) is in violation of this Agreement, any Service Schedule, any other terms, and conditions applicable to such Technology or applicable Law, or (b) if such access or use poses a threat to the security or operations of PNC (or any of its affiliates or other customers).
- 8.5.8 Certain Services may use a PNC Connection Provider to (a) facilitate the transfer of information about Customer's Account(s) from PNC to Customer or Customer's Designated Third-Party Provider or (b) transfer Customer's data and instructions (including payment instructions) from Customer's Designated Third-Party Provider to PNC. In order to fully use any such Services, Customer (or Customer's

Designated Third-Party Provider) may need to install or use a Connectivity Platform provided by the PNC Connection Provider, which enables such transfer. Before Customer (or Customer's Designated Third-Party Provider) uses any Services that involve the use of a PNC Connection Provider or a Connectivity Platform, Customer (and Customer's applicable Designated Third-Party Provider, if any) must complete the required PNC application and meet all PNC requirements.

8.6 Assignment and Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without prior written consent of PNC, which consent shall not be unreasonably withheld. No consent is required for PNC to assign, delegate or otherwise transfer this Agreement, in whole or in part, or PNC's rights or obligations under this Agreement. PNC may contract with others to provide all or any part of the Services or perform any or all of PNC's obligations under the Agreement. This Agreement shall be binding upon, and inure to the benefit of, Customer and PNC and each of their respective permitted successors and assigns.

8.7 Location of Services. Customer acknowledges and agrees that PNC or its Representatives may perform some or all of the Services (including processing Customer Confidential Information and other data) from locations outside of the United States.

8.8 Survival. The rights and obligations of the Parties which by their nature must survive termination of this Agreement will survive any such termination.

8.9 No Waiver. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement. Further, no such deviation, delay, or failure to exercise any option or right set forth in this Agreement shall constitute a waiver of any rights or obligations of either Customer or PNC. Any waiver by either Customer or PNC of any provision of this Agreement or any other rights proscribed shall be in writing and shall not constitute a waiver of Parties' rights under that provision in the future or of any other rights.

8.10 Headings. The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.

8.11 Interpretation. The term "including", and words of similar import, means "including but not limited to" or "including without limitation." Words or defined terms in the singular include the plural case, and vice versa. All references to a signature in this Agreement include Electronic Signatures and tangible signatures (e.g., handwritten and stamp signatures).

8.12 Severability. If any one or more of the provisions of this Agreement (or any portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

8.13 Entire Agreement. This Agreement (including those documents that are incorporated herein), constitutes the entire agreement with respect to the Services covered by this Agreement and supersedes any previous or contemporaneous proposals, representations, warranties, understandings, and agreements for such Services, either oral or in writing.

8.14 Ownership, Trademarks and Copyrights. All rights, title, and interest, including copyright, in and to the Services or Technology are owned by PNC or by the third parties from whom PNC have obtained the right to use them. Customer may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt, or disassemble any Service.

8.15 Notices.

8.15.1 Communications required or permitted under this Agreement must be in writing. Each Party agrees that the other Party may send any Communication electronically (except with respect to any Critical Notice

from Customer to PNC, which must be sent as set forth in 8.15.4 below). All electronic Communications will constitute a “writing,” such that any reference to a “writing” or “written” in this Agreement will include electronic communications. All references to a signature may include electronic, digital, facsimile or stamp signatures.

- 8.15.2 PNC may, at its option, send Communications to Customer by (i) first class mail; (ii) commercial courier service; (iii) email sent to Customer-provided email address; (iv) PINACLE alerts, messages or other means of notice available through PINACLE or any successor or other online access channel for use in accessing Accounts and Services, including messages sent through PINACLE or successor access channel to the Customer’s PINACLE administrators or other designated PINACLE users; (v) sending notification to Customer by mail, email, or PINACLE notice that the Communication has been posted to a designated website; (vi) to the extent permissible by Law, posting to an agreed-upon website or online portal or platform; (vii) any other agreed-upon method of electronic delivery. All Communications sent by PNC to Managing Customer will be effective notice to all Participating Customers. Any such Communications to Customer delivered by mail, commercial courier service or email shall be sent to the applicable postal, physical and email addresses (as the case may be) for Customer provided to PNC at account opening or otherwise thereafter transmitted to PNC via (a) online portals or channels designated for such purpose by PNC (e.g., PINACLE or the Services Portal), or (b) via a Communication delivered to PNC in accordance with this Section. Communications sent electronically to Customer will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is sent.
- 8.15.3 Unless otherwise indicated by PNC in a Communication to Customer, Customer will transmit Communications (other than Critical Notices) to PNC via functionality for such purpose in PINACLE (or a successor access channel designated by PNC) or via email to the business email address for a designated Customer relationship contact. PNC may designate (via a Communication to Customer) additional or different methods for Customer to transmit Communications to PNC.
- 8.15.4 All Critical Notices from Customer to PNC shall be delivered to PNC at:

PNC Bank, National Association
PNC Firstside Center
500 First Avenue
Pittsburgh, PA 15219
Mail Stop P7-PFSC-03-B
Attention: Treasury Management

With a copy to:
PNC Bank, National Association
Legal Department
1600 Market Street, 8th Floor
Philadelphia, PA 19103
ATTN: Treasury Management Counsel

8.16 Facsimile Signatures. If Customer chooses to use facsimile signatures, Customer agrees that: (a) it is impossible for PNC to determine whether or not a facsimile signature is genuine; (b) PNC may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit; and (c) Customer assumes full responsibility and will indemnify PNC for all items paid over a forged or unauthorized facsimile signature.

[remainder of this page left intentionally blank]

IN WITNESS WHEREOF, intending to be legally bound, Customer has caused its duly authorized representative to execute this Agreement on its behalf, as of the Effective Date.

_____ **[CUSTOMER NAME]**

By: _____

Print Name/Title: _____

Address: _____

Email: _____

Phone: _____

ADDENDUM A

DEFINITIONS

“Account” means the business account(s) Customer identifies for use in connection with the Services and which is subject to the Agreement and any other related documentation provided at account opening, as updated, or amended from time to time. Accounts include, but are not limited to, demand deposit and/or interest-bearing checking and savings business accounts, including money market accounts.

“Agreement” means this PNC Treasury Management Services Agreement, all applicable Service or other Schedules, and Supporting Documentation.

“API” means application programming interfaces.

“ATM” means an automated teller machine.

“Authorized Person” means an individual designated by Customer to act for Customer with respect to the Services.

“Banking Day” means Monday through Friday, excluding federal holidays, when PNC is open to conduct general banking business.

“Beneficial Owner(s)” means the definition set forth at 31 CFR 1010.230(d).

“Check 21 Act” means the Check Clearing for the 21st Century Act, 12 CFR § 229, or any successor legislation.

“Communication” means any communication, message, information or documentation, notice (including any Critical Notice), signature card, periodic statement, disclosure, agreement, or authorization related to the Agreement or Services.

“Confidential Information” means all information which is non-public, confidential, and/or proprietary in nature to which one Party is given access by or on behalf of the other Party. Confidential Information includes technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical information, financial information, information about or from either party’s vendors, product and business requirements, business strategies, operating data, and organizational structures. Customer Information is a subset of Confidential Information.

“Connectivity Platform” means any software, platform or other connectivity means provided by or otherwise directed by a PNC Connection Provider.

“Critical Notice” means any notice concerning (a) any alleged breach or default under this Agreement by a Party, or (b) any failure of a Party to comply with any Law in connection with this Agreement, any Services or any performance of such Party’s obligations related thereto.

“Currency Event” means: (i) that a country has lawfully eliminated, converted, redenominated, revalued or exchanged its currency, or fixed its exchange rates; (ii) that a relevant rate option or other price source for a national currency has disappeared or been replaced; or (iii) that an agreed sponsor (or a successor sponsor) has failed or exchanged its currency.

“Customer” means the Managing Customer and, if applicable, any Participating Customer(s) of such Managing Customer.

“Customer Information” means all non-public personal information of consumers, including information defined as such by the Gramm-Leach-Bliley Act (Pub. L. 106-102).

“Designated Third-Party Provider” means any third-party agents, technology solution vendors and other service providers acting on Customer’s behalf.

“Effective Date” means the date set forth in Section 1.1 (Parties) above on which the Agreement is effective.

“Electronic Signature” has the meaning given it in 15 U.S.C. § 7006 (as the same may be hereafter amended, modified or replaced).

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“FDIC” means the Federal Deposit Insurance Corporation.

“Federal Reserve Bank” means one of the 12 regional banks of the Federal Reserve, which is the central bank of the United States.

“File Format Testing Service” means the PINACLE file format testing service, which assists Customer testing files in a test environment.

“Funds Transfer” means any payment order or other instruction for moving moneys from an Account such as by wire or ACH credit.

“Instruction” means any instruction, direction, payment order, Funds Transfer or other debit or credit order.

“Joint Customer Access Agreement” means an agreement between PNC and Customer’s Designated Third-Party Provider regarding such Designated Third-Party Provider acting on Customer’s behalf.

“Law(s)” means all applicable local, state, and federal laws, rules, and regulations (and the laws of foreign countries, if Customer directs PNC to make a payment to a beneficiary in a foreign country), as amended from time to time.

“Managing Customer” means the business, governmental or non-profit entity that executed and entered into this Agreement for the purpose of receiving Services on behalf of itself and any of its Participating Customer(s).

“OFAC” means the Office of Foreign Assets Control.

“Original Currency” means the then-current lawful currency of a country.

“Participating Customer” means (a) any subsidiary, affiliate, chapter, department, agency, office or similar associated entity of a Managing Customer or (b) any other organization, instrumentality or entity otherwise subject to the management, control or direction of a Managing Customer (whether by contract or operation of law): (i) on whose behalf the Managing Customer has executed and entered into this Agreement for the purpose of such Participating Customer (in addition to the Managing Customer) receiving Services hereunder; and (ii) that has itself (or the Managing Customer on its behalf has) completed any and all documentation required by PNC in order for such other Participating Customer to be (and has otherwise been accepted in writing by PNC, in its sole discretion, as) a Customer eligible to receive Services.

“Party” means each of Customer and PNC, and **“Parties”** means, collectively, Customer and PNC.

“PNC” means PNC Bank, National Association located in Wilmington, DE.

“PNC Connection Provider” means a third-party service provider engaged by PNC.

“Remotely Created Check” means a check that Customer is authorized to create and present for payment by an authorized signer on the account on which the check is drawn, and which does not bear the signature of an authorized signer on that account and includes checks that are defined in applicable law as “remotely created checks”.

“Representative” means a Party’s affiliates, employees, officers, representatives, contractors, subcontractors, and advisers.

“Security Incident” means (a) unauthorized or unlawful access to, or use, loss, destruction, alteration, or disclosure of any of your Customer Information held by PNC or any rendering of such Customer Information inaccessible or unusable; or (b) unauthorized access to any PNC controlled facility, computer network, system, or device containing any your Customer Information.

“Security Procedure” means any security procedure that applies to a Service.

“Service Schedule” means the service description, requirements and obligations of the parties found in the respective titled document. Service Schedules are available on the Services Portal.

“Services” means one or more of the Treasury Management services provided by PNC (or on its behalf by its Representatives).

“Services Portal” means www.PNC.com/TMDocuments, or any successor website designated by PNC.

“Substitute Check Document” means a document that Customer or someone on Customer’s behalf created or printed from an image or other electronic record of an original paper check.

“Successor Currency” means any currency of a country that lawfully replaces the Original Currency of such country.

“Supporting Documentation” means with respect to any Account, Service or Services Portal (and in addition to any Service Schedule): (a) any onboarding documents, terms of use, authorization forms or other instruments PNC requires to be completed by Customer or that PNC otherwise makes available to Customer; (b) any supplemental terms and conditions required by PNC as specifically set forth in a jurisdictional rider; and (c) any instructions, technical documents, specifications or product/service descriptions made available by PNC from time-to-time.

“Technology” means any website, access channel, software, API, or other technology to which PNC may give Customer access.

“TPP Activities” means any Designated Third-Party Provider obtaining information about Customer’s Account(s), sending, or receiving data or instructions (including payment instructions) in connection with Customer’s Account(s) and the Services PNC provides Customer, or otherwise interfacing with such Account(s) and Services.