Wire Transfer / Funds Transfer Service

<u>General</u>. PNC's Wire Transfer Service (the "Service"), sometimes referred to as Funds Transfer, is an electronic payment method for high-value payments ("HVP"). Companies and consumers use wire transfer for payments that require immediate settlement and finality (irrevocability). Wire transfers are frequently used in cross-border transactions due to longer clearing times and settlement challenges for checks and ACH. The primary purpose of the Wire Transfer Service is to send funds from one party (the remitter/sender/debtor) to another (beneficiary/receiver/creditor). A secondary function of the Wire Transfer Service is to deliver reference information regarding the payment, such as invoice numbers, payment purpose codes, etc., to enable the beneficiary to reconcile an incoming wire to an outstanding receivable.

<u>Terms and Conditions</u>. 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. Customer must follow the procedures in the documentation, online or otherwise, including any applicable formats specified in the documentation. If Customer uses the Service to initiate an Instruction through Swift, the Swift International Multibank Services – Transfer Requests Service Schedule will also apply. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

<u>Security Procedures</u>. By using this Service, Customer agrees to be bound by the selected Security Procedures, including secondary authorization as applicable, and any additional Security Procedures or instructions that PNC may provide or require. By continuing to use this Service, Customer agrees that the applicable Security Procedures are suitable to its circumstances.

<u>Customer Administration</u>. PNC provides multiple channels through which Customer may initiate outgoing wire transfers including PINACLE®, PNC's online and mobile banking platform for businesses and institutions, file transmissions, API's, Swift, telephone (Voice Wire), standing transfer orders ("STOs") and PNC branches. Customer must provide and maintain all hardware, software and applicable communication lines under Customer's control necessary to use the Service. Customer is responsible for the accuracy and completeness of any data transmitted to PNC. Customer must notify PNC immediately if there is a problem with issuing Instructions in any channel.

<u>Authorization</u>. Customer authorizes PNC to credit and debit funds from the Account to process payments in accordance with Customer's Instruction. PNC may not process Instructions that will exceed available funds in Customer's Account or any applicable limits, or PNC may, in PNC's sole discretion, attempt to process the Instruction on the following business day. Unless other arrangements are agreed to by PNC, PNC may but shall not be obligated to debit any other PNC account Customer has. This authorization includes the right to debit investments which are linked to the Account or other PNC accounts. If authorized by Customer, PNC will also initiate draw-down requests (reverse payment orders) to other banks, or honor incoming reverse payment orders from other banks, involving the Customer's Accounts.

Issuing and Executing Payment Instructions. Customer may issue Instructions to transfer funds from the Customer's Accounts to any other account with PNC or to an account at another bank. An Instruction shall not be considered received until PNC has performed all required Security Procedures. Instructions are processed during normal business hours that will be communicated to Customer. When secondary authorization is required, an Instruction will not be considered to be received until secondary (or tertiary) approval is complete. For Instructions received after the designated cut-off time, Customer authorizes PNC to cancel the Instruction and use the information provided in the Instruction to initiate a Real-Time Payment ("RTP") to the beneficiary's

account, provided that such Instruction is eligible for the RTP Service. If the payment is not eligible for the RTP Service, PNC will release the Instruction to the applicable wire clearing system on the next business day.

PNC will include all information required by applicable law, regulation, funds transfer clearing system or which PNC believes is reasonably necessary to facilitate execution of the wire transfer. PNC assumes no responsibility to monitor, audit or report to Customer any information contained within the message text of any wire transfer.

Cancellation or Amendments. Although Customer has no right to amend or cancel an Instruction once submitted, if Customer issued an Instruction to amend, cancel or recall a wire transfer, PNC may, in PNC's sole discretion, act on the Instruction, provided Customer completes the applicable Security Procedures. PNC will not be liable if PNC is unable to amend, cancel or recall an Instruction. Customer acknowledges and understands that a beneficiary's bank has no obligation to return any or all funds or to provide a response to a request to recall a wire transfer. PNC may request updates to Instruction information in order to process the Instruction. By giving Authorized Persons the ability to initiate and/or approve Instructions, Customer acknowledges that Customer is granting Authorized Persons authority to independently request amendment, cancellation or recall of the Instruction.