

ONLINE ACCOUNT ACCESS AND TRADING AGREEMENT



1. ONLINE ACCOUNT ACCESS AND TRADING AGREEMENT

This Online Trading Agreement ("Agreement") between you and PNC Investments ("PNCI," also referred to herein as "us" or "our") governs your use of PNCI's Online Trading Service (the "Service"). The Service allows you to access your PNCI account(s) and enter orders to buy or sell certain securities online. This Agreement contains the terms and conditions of your use of the Service.

The Service provides you with the ability to enter orders to purchase or sell "Online Eligible Securities" electronically in your account(s). The Service is intended to be used only for self-directed trading activity. Online Eligible Securities include certain stocks, exchange traded funds ("ETFs") and mutual funds that we make available to purchase or sell online at our discretion. In addition, we provide electronic access to your "Account Information" and to "Market Data". Account Information includes an account summary, balances and positions, account activity, portfolio allocation, and tax lot information if available. Market Data includes price quotations, research and news stories. We may add to or eliminate information or services at any time without notice.

2. ENTRY AND EXECUTION OF ORDERS

Orders for Online Eligible Securities generally may be entered through the Service during regular market hours, which are 9:30 a.m. to 4:00 p.m. ET Monday through Friday, excluding certain holidays. PNCI may interrupt the ability to enter orders through the Service during certain periods, such as periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason, as will be indicated on our Internet site.

Only limit orders can be placed after regular market hours ("Extended Market Hours") and will be submitted for the next day. There is no guarantee that any order placed during Extended Market Hours will be executed. If it is executed, there is no guarantee of the price at which the order is executed. Quotes and market prices during Extended Trading Hours can be extremely volatile and are independent of prices during regular market hours.

Do not assume that an order submitted online has immediately been executed. While most orders execute quickly, we may elect to review your order manually before it is executed. If your order is held for review you will receive the price at which your order executes in the marketplace. This may be different from the price at which the security is trading when your order is entered.

Orders that have already been executed cannot be modified or canceled. Only open limit orders or mutual fund orders that are still pending may be modified or canceled. Attempts to modify or replace executed orders may result in duplicate transactions for which you will be responsible. If you attempt to cancel an order, make sure the cancellation was effective

by reviewing your order history before submitting another order.

3. TYPES OF ORDERS AVAILABLE FOR ONLINE TRADING

A market order is an order to buy or sell a security during market hours at the best available current price. A price cannot be specified for this type of order. We are obligated to execute a market order fully and promptly, without regard to price and the price at which a market order executes may be significantly different than the quoted price at the time the order is placed. This order type guarantees execution, but does not guarantee execution price.

A limit order is an order to buy or sell a security at a specified price, the "limit price," or better. If there is too much movement in the market, or the stock never reaches the specified limit price, the trade will not be executed. A limit order is not a guarantee that your trade will be executed at your limit price, it does, however, eliminate the risk that your order will be filled at a price worse than your limit price.

A stop order, also referred to as a "stop-loss order," is an order to buy or sell a stock once the price of the stock reaches or passes through a specified price, called the "stop price." When the stop price is reached, a stop order becomes a market order. A buy stop order is entered at a stop price above the current market price, and generally is used to limit a loss or to protect a profit on a stock that an investor has sold short. A sell stop order is entered at a stop price below the current market price, and generally is used to limit a loss or to protect a profit on a stock that an investor owns. Stop orders in volatile markets will not guarantee an execution at or near the stop price.

A stop limit order is an order to buy or sell a stock that combines the features of a stop order and a limit order. Once the stop price is reached, a stop limit order becomes a limit order that will be executed at a specified price (or better). The benefit of a stop limit order is that the investor can control the price at which the order can be executed. The disadvantage is that your order may not be filled in certain fast market conditions.

4. RISKS OF ONLINE TRADING

There is always a risk of loss when investing in securities, whether or not you trade online. For more information on the types of investments that are Online Eligible Securities and resources about investing both generally and online, please see the "Client FAQ document" in the important disclosures section of the order entry page. Certain additional risks are specific to online trading, including the risks discussed below.

Access to the Service may be delayed or unavailable during periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason. During

these periods, if the Service is available, updates to Market Data, including quotations, and Account Information, may be delayed and the information may not be accurate. We are not responsible for any delay or inaccuracy caused by such reasons.

The inability to place orders through the Service or delayed execution of orders placed through the Service during these periods may result in losses. If you are able to place orders through the Service during these periods, it is important to understand the price at which your order is executed may be significantly different from the displayed quote at the time the order was entered.

Periods of high market volatility are referred to as "fast markets". A "fast market" is a trading session where the markets experience high levels of price and trading volatility. Extreme price fluctuations, backlogs, and order imbalances can result, causing wide price variances. The ability to execute orders in fast market conditions may be limited, and order execution may be delayed significantly.

Events that can trigger a fast market include:

- Highly anticipated initial public offerings ("IPOs").
- Important company news.
- A favorable or unfavorable analyst recommendation.
- National or world financial news or events.

Order cancellations are also affected by fast market conditions. Under fast market conditions, it may not be possible to cancel limit orders. If you cancel an order, make sure the cancellation actually occurs by reviewing your order history before entering a replacement order. If you replace your order prior to receiving confirmation of the cancellation, you may duplicate your order and execution. Any trades resulting from duplicate orders entered are your responsibility.

When the Service may be delayed or unavailable during fast markets or periods of high demand, market volatility, systems upgrades or maintenance, or for any other reason, we may temporarily halt online trading, requiring you to place trades through a representative in our PNC Investment Center. If this occurs you will be directed via an online banner message to call the PNC Investment Center at 855-PNC-INVEST (762-4683). High call volumes during such periods may also result in delays in reaching a representative or in the execution of orders.

The speed of your internet connection and internet service provider may also have an effect on the speed of order transmittal and execution.

While Market Data is obtained from sources we believe to be reliable, we cannot guarantee its accuracy, completeness, timeliness or correct sequencing.

Certain investors trading online may also be tempted to "overtrade" by trading more frequently than they would ordinarily or without fully considering their investment goals and risk tolerance. Overtrading can lead to decreased performance and increased costs.

5. NO RECOMMENDATION OF DAY TRADING

By providing you with the ability to enter orders to buy and sell securities online, PNCI does not recommend, endorse, or promote "day trading," a strategy that generally involves placing orders to both sell and buy the same security on the same day.

Day trading is extremely risky and is generally not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. If you engage in day trading, you should be prepared to lose all of the funds that you invest.

6. RECOMMENDATIONS

You understand and acknowledge that access to Market Data, Account Information, research information, or any other data or information made available through our online services does not in any way constitute a solicitation, recommendation, or advice.

Depending on what type of account you open, you may consult either with a PNCI Financial Advisor in person or over the phone, or with an Investment Sales Associate in the PNC Investment Center.

You understand and acknowledge that any recommendations made by PNCI representatives are intended to be acted on immediately by placing an order with your PNCI representative. If you wait to place an order after receiving such a recommendation, market conditions or other factors may change at any time after the recommendation is given, which may render the recommendation untimely, unwise or possibly no longer suitable. PNCI assumes no liability or responsibility for recommendations unless you place the order for the recommended transaction with the PNCI representative who makes the recommendation. You agree to place all transactions about which you have received a recommendation from a PNCI representative through that representative, who will enter the order as a solicited trade. Commissions or markups associated with solicited trades may be higher than those associated with unsolicited trades placed online, as described in the PNC Investments Fee Schedule.

7. INFORMATION USE BY PERMISSION ONLY

Any information provided through electronic access is our property or the property of others who allow us to distribute it to you and is provided only for your personal, non-commercial use. You may download this information and print out a hard copy; you may not remove any copyright or other notices.

You agree that you will not reproduce, share, modify, publish, broadcast, circulate, or commercially exploit any such information without our written consent and may not use it for any unlawful purpose. You also will comply with any request to preserve our or our providers' property rights in the information.

8. HARDWARE AND SOFTWARE

You are responsible for the equipment required to use these services, and for all fees and charges incurred by you in accessing them. You agree that you are solely responsible for minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software necessary to access online services and to secure your computer.

9. SECURITY

You agree that you will keep your user id and password protected and confidential and monitor the activity in your account to ensure that all activity is authorized. If your user id and password are lost or stolen, or you notice any unauthorized activity in your account, notify us immediately

at 855-PNC-INVEST (762-4683). We are not responsible for any unauthorized activity in your account.

10. CONFIDENTIALITY OF INFORMATION

We will use reasonable precautions to maintain the confidentiality of information you receive or provide; but there is no assurance that any Internet communication will remain confidential.

11. LIMITATIONS

We may impose additional requirements, limitations, or restrictions on your account and/or the online services as we see fit, without prior notice to you. Limitations may include restrictions on the number of transactions or the types of transactions or securities that you may enter electronically. You must monitor your account to determine whether any order you place was executed or rejected by us.

Requirements, limitations, or restrictions imposed by us may differ between accounts and/or between transactions entered via the Service and transactions entered outside of the Service.

12. ORDER AND TRADE CONFIRMATIONS

You will receive trade confirmations in the mail for all orders executed through the online services unless you have agreed to receive confirmations electronically through email notification.

13. NO WARRANTIES

There are no implied warranties regarding the following:

- a) Completeness, accuracy and timeliness of information, including Market Data, available through our website. Price quotations may be delayed and may not reflect current prices.
- b) We reserve the right to terminate, limit, or change access to any portion of the online services. If at any time you are unable to access your Account Information through our online services, you can

contact the PNC Investment Center at 855-PNC-INVEST (762-4683), weekdays, 8 a.m. to 6 p.m. ET.

- c) We will not be liable for damage to your equipment or software caused by a computer virus.
- d) We assume no liability regarding information and software of third parties or any website not under our control (even if linked from, or to, our website), or for software or hardware developed by any third party (even if linked from, or to, our website). A link to another website does not signify an endorsement of the site or of any security referenced there.
- e) We will not be liable for losses resulting from causes beyond our control (failure of equipment or communication lines, problems with hardware or software, unauthorized access, trading halts, circuit breakers, market or exchange outages, severe weather, fires, war, terrorism, accidents, government actions, labor disputes, etc.).
- f) We are not required to make these services available to residents of any non-U.S. jurisdiction.

INFORMATION, SERVICES AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. WE ARE NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS. IN ALL INSTANCES, LIABILITY FOR ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO THE BENEFIT THAT THE TRANSACTION WOULD HAVE RESULTED IN BETWEEN THE DATE OF THE TRADE AND THE TIME FOR SETTLEMENT UNDER ANY APPLICABLE LAW, RULE, OR REGULATION.

14. MODIFICATION OF AGREEMENT

We may change this Agreement at any time after providing notice to you (including by posting notice of the changes to our website). Continued use of these services after such notice will constitute your acceptance of the revised Agreement.

CONFIRMATION AND ACKNOWLEDGEMENTS

Investment and insurance products are not FDIC-insured, are not guaranteed by PNC Bank, or any of its affiliates, and may lose value. Securities and investment advisory services are provided by PNC Investments LLC, a registered broker-dealer. Annuities and insurance products are provided by PNC Insurance Services, LLC, a licensed insurance agency. Both of these entities are affiliates of PNC Bank. PNC Bank may share revenue derived from FDIC-insured bank accounts made available as part of the bank deposit sweep option with PNC Investments LLC.

You acknowledge that you have received, read and understand this disclosure, and that you have had the opportunity to ask questions. You also acknowledge that you have received, read, and understand any supplemental documents governing your relationship with us.