ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

- Account Agreement
- Interest Payment and Balance Computation
- PNC Bank Business Card Agreement
- PNC Bank Business Overdraft Protection Agreement

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TABLE OF CONTENTS

ACCOUNT AGREEMENT 3
Deposits to Your Account 3
Remotely Created Checks 4
Withdrawals from Your Account 4
Check Presentment 6
Facsimile Signatures 6
Payment of Overdrafts for Card Transactions 6
Transaction Limitations 6
Stop Payment 6
Use of Check Images and Substitute Checks 7
Limitation on High-Speed Cash Letters 8
Interest 8
Features of Certain Accounts 8
Rule 370 Notification Requirements 8
Special Notice for Holders of Attorney Trust Accounts Regarding Compliance with State Rules 9
Statements 9
Unauthorized Transactions or Errors 9
Inactive Accounts 10
Money Owed 10
Adverse Claims to Funds in Your Account 10
Reporting negative information to credit bureaus; Disputing reported information 10
Legal Process 11
Change in Account Information 11
Transfer of Ownership 12
Death of Sole Proprietor 12
Charges to Your Account 12
Closing Your Account 12
Affiliate Sharing; Co-Operation; Call Recording; and Consent for Service Calls 12
Disclosure Statements 13
Our Standard of Care 13
Other Services 13
Amendment, Waiver 13
Notices 13
Severability 14
Waiver of Jury Trial 14
Governing Law 14
How to Notify Us Concerning Errors, Questions or Telephone Transfers 14
INTEREST PAYMENT AND BALANCE COMPUTATION 14
ARBITRATION PROVISION 16
PNC BANK BUSINESS CARD AGREEMENT 18
Definitions 18
Types of Available Transfers and Limits on Transfers 18
Limitation of Liability 19
General Provisions 19
PNC BANK BUSINESS OVERDRAFT PROTECTION AGREEMENT 20
Overdraft Access 22

PNC BANK

ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

The terms and conditions of this Account Agreement for Business Accounts ("Agreement") apply to all PNC Bank business accounts. You have agreed by signing the signature card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You agree to comply with all applicable local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Unlawful Internet Gambling Enforcement Act of 2006 prohibiting unlawful internet gambling activities, the Bank Secrecy Act, the USA Patriot Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the Office of Foreign Assets Control (OFAC). You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative; "we", "our," and "Bank" refer to PNC Bank. The term "Account(s)" refers to your PNC Bank business deposit account(s).

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 14-16

DEPOSITS TO YOUR ACCOUNT

You may make deposits in any amount to your Account during normal business hours at any PNC Bank branch or by mail. Please use the preprinted deposit slips provided to you. If the service is available for business accounts in your market, you may also make deposits by automatic transfers from other accounts, by telephone transfer, or at an automated teller machine (ATM) that accepts PNC Bank deposits.

The law allows us to supply a missing endorsement to a deposited check, draft or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, is payable to someone other than you or, in our sole discretion, falls under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document that evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of "final payment" from the bank or other party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment or the item is returned "insufficient funds" or "account closed", or if an item is returned after final payment, we will charge your Account for the amount of the item, for any interest carried on the item and for our applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a Bank charge creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we may charge your Account a service fee for the overdraft. We receive final payment for deposited items at different times depending on the location of the banks or other parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. For more information, please see our Funds Availability Policy document, which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection.

If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

If we credit your Account for an ACH entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer.

When we process incoming fund transfers, we routinely rely on the account numbers given to us by the financial institutions or other persons who send the fund transfer to us. We will have no duty to determine if the account numbers provided to us are consistent with the name or other information given to us, and we will not be liable to you if we credit a fund transfer intended for you to another customer's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or to return all or part of a deposit at any time. All deposits and credits to your Account, including wire transfers and other electronic payments, are subject to review for compliance with applicable law, including regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your Account.

We automatically redeposit returned items under $100.00.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Bank-provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our express written consent, a document that you or someone on your behalf created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

REMOTELY CREATED CHECKS

If you deposit a "remotely created check" with us you represent and warrant to us that the check is authorized to be paid in the amount stated on the check and to the payee named on the check. A "remotely created check" is a check that you are 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 it includes checks that are defined in applicable law as "remotely created checks". In addition to the foregoing, we may honor "remotely created checks" authorized by you in the amount stated on the check and to the payee named on the check.

You agree to indemnify us for any loss that we may incur directly or indirectly from your deposit of a "remotely created check" in violation of the terms set forth in this paragraph. You further agree that all of the terms in this Agreement and under applicable law that apply to a "check" and/or "item" apply to "remotely created checks", including without limitation substitute checks created from "remotely created checks" and check images of "remotely created checks", except that "remotely created checks" will not be signed by an authorized signer on the Account on which the check is drawn.

WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your Account in different ways, as permitted for each type of Account.

We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal. Checks or other debit items, such as ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers, other electronic transfers, other types of debits or withdrawal orders presented against insufficient ledger or available funds are subject to a service fee. If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) to pay some but not all of the items, and (ii) to pay the items in any order.

Our general practice is to first add deposits (credits) to your Account, and then subtract withdrawals (debits) from your Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. We receive notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed

in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If we do not have information that allows us to determine the exact time notice of a transaction was received, we may assign an approximated time to that transaction.

Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time we receive notice of a transaction may differ from the time shown on a receipt.

The order in which we process these withdrawals may affect the total amount of overdraft item fees and returned item fees charged to your Account. We will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which we process withdrawals. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service fee, and we may also assess your Account an interest charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions. If you do not deposit sufficient funds to bring your Account current within a reasonable time of incurring an overdraft, then we may charge you a fee for services used to recover the outstanding indebtedness.

In determining whether you have sufficient funds in your Account to pay checks and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted that day to your Account, and (2) pending electronic transactions (including, but not limited to, point of sale transactions) for which PNC has received notice, even if those transactions have not yet posted to your Account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your Account to cover a withdrawal even if the notice incorrectly describes the transaction. This could result in an overdraft if sufficient funds are not available in your Account to pay all checks and other withdrawal items. Pending electronic transactions include (but are not limited to) purchases, transfers or withdrawals made with your Visa® Debit Card or Banking Card, merchant payment authorizations, online transfers of funds, telephone transfers and any other electronic transactions or transfers. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from this method of determining whether you have sufficient funds to pay all checks and other withdrawal items. If your Account is a Sweep or a Zero Balance Account, we will not consider pending electronic transactions in determining whether you have sufficient funds to cover a withdrawal. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Funds Availability Policy for more information.

We strongly suggest that you date checks with a current date. WE WILL NOT BE LIABLE TO YOU FOR PAYING CHECKS WHICH ARE POST-DATED, ARE STALE DATED (OLDER THAN SIX (6) MONTHS) OR DO NOT BEAR A DATE. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of the Agreement). You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in the Stop Payment section of the Agreement and in the PNC Bank Business Card Agreement, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us. Our duty is to use ordinary care in examining checks when they are presented to us for payment. UNLESS WE HAVE SPECIFICALLY AGREED WITH YOU IN WRITING, OUR DUTY WILL NOT INCLUDE MONITORING NONSTANDARD INSTRUCTIONS OR OTHER LEGENDS APPEARING ON CHECKS. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

If you (a) have specified that some or all of your checks must be signed by one person, (b) have specified that authorized signers for checks in one category or amount are different than checks in another category or amount or (c) use checks that require multiple signatures, you agree that those restrictions are for your internal use only and do not bind us, even if you have made us aware of them in a resolution, a certificate or any other manner.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

If you request a large cash withdrawal at a branch office, we may require advance notification to ensure an adequate supply of cash is available at the branch.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another financial institution. A determination of your Account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree to the following:

- It is impossible for us to determine whether or not a facsimile signature is genuine.
- We 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 if the facsimile signature is counterfeit.
- You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

PAYMENT OF OVERDRAFTS FOR CARD TRANSACTIONS

We will exercise our discretion in allowing you to complete a card transaction that may cause an overdraft to your checking or money market account when using your PNC Bank Visa Debit Card or PNC Bank Banking Card at PNC Bank ATMs, at non-PNC ATMs, and for merchant purchases. At PNC Bank ATMs, we give you the choice to cancel the transaction if it would cause an overdraft. We are not able to provide you this choice when using a non-PNC Bank ATM or when making purchases.

If you would prefer that we not allow overdrafts for card transactions at the ATM or merchant, you must contact us and request that we not allow such overdrafts. If you do so, we will decline transactions if your available funds are not sufficient to cover them. We may not be able to prevent all overdrafts (reasons include, but are not limited to, (1) because transactions are not always received and processed in the same order in which you complete them; or (2) a merchant may not submit a transaction for authorization because it is a small dollar amount).

TRANSACTION LIMITATIONS

If you have a Money Market Deposit Account, we reserve the right to require that you give us notice in writing of an intended withdrawal from your Account not less than seven (7) days before such withdrawal is to be made. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice prior to subsequent withdrawals.

You may make an unlimited number of withdrawals or transfers from your Money Market Deposit Account. However, fees may apply to certain or all types of withdrawals or transfers. We reserve the right to suspend enforcement of these fees, or to modify them, at our discretion.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks, scheduled transfers, or other cash equivalent items. We must receive your stop payment order at a time and in a manner that give us a reasonable opportunity to act on it prior to payment of the item. A STOP PAYMENT ORDER IS EFFECTIVE FOR SIX (6) MONTHS FROM THE DATE THE ORDER IS RECEIVED AND MAY BE RENEWED FOR ADDITIONAL SIX-MONTH PERIODS. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to our current charge for that service.

You may place a stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement or by any other notice method we agree to honor.

We will request information about the check or other withdrawal order to be stopped:

- Account number
- Amount
- Check number
- Name of party to be paid
- Date
- Your name and Address

STOP PAYMENT ORDERS ARE PROCESSED BY COMPUTER. UNLESS THE AMOUNT OF THE ITEM AND OTHER INFORMATION ARE REPORTED ABSOLUTELY ACCURATELY, WE CANNOT ASSURE YOU THAT THE ITEM YOU WANT STOPPED WILL NOT BE PAID.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

You may also stop payment on any Visa recurring preauthorized payment originated by use of your Business Visa Debit Card. These Visa stop payment orders must be made at least three (3) business days prior to the scheduled posting date of the transaction and shall be effective for two (2) years from the date the order is received.

Visa stop payment orders are subject to our current charge for that service.

You may place a Visa stop payment order at any branch office, by calling us at the telephone number on your statement, by writing to us at the address shown on your statement or by any other notice method we have agreed to.

We will request information about the Visa recurring preauthorized payment to be stopped:

- Account number
- Your name and phone number
- Payment Amount
- Merchant name
- Frequency of payment
- Date merchant was contacted to resolve

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting bank, returning bank, Reserve Bank or processor that subsequently receives the original check) to create an electronic image (“check image”) of the original check and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the “Check 21 Act”) instead of the check image. A check image or a substitute check may be collected through one or more check clearinghouses, through one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank, or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Bank in the check deposit, collection or return process shall be considered a “check” and/or an “item” for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same

manner as “check” or “item” under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and our agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

LIMITATION ON HIGH-SPEED CASH LETTERS

When depositing a paper check cash letter for high-speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions, and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high-speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter, in the manner specified by us to you from time to time, that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

INTEREST

The following provisions apply to interest-bearing business accounts. Interest will be calculated on your interest-bearing Account and credited directly to your Account as set forth in the section titled Interest Payment and Balance Computation. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and Annual Percentage Yield on your Account any time without notice to you. We may also change the manner in which interest is calculated and/or credited to you, by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any manner required or permitted by law. If you desire current interest rate and annual percentage yield information, visit any branch office or call your PNC Bank representative or the number shown on your statement.

We reserve the right to calculate interest for those interest-bearing Accounts that are used for business or other non-personal purposes, in a manner different from those interest-bearing Accounts that are used for personal, household or family purposes. We must report interest on certain non-corporate Accounts to the appropriate governmental agencies. It is your responsibility to give us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the interest earned on your Account, as required by law. You may also be subject to government penalties.

FEATURES OF CERTAIN ACCOUNTS

Non-Interest Checking accounts each consist of two sub-accounts: a checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which each earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed to pay withdrawals. We reserve the right to require at least seven (7) days written notice prior to the withdrawal or transfer of any funds from a money market sub-account.

On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

RULE 370 NOTIFICATION REQUIREMENTS

Please read this disclosure carefully, as it outlines certain account holders’ obligations in the unlikely event the Account becomes eligible for deposit insurance coverage.

If You have opened a deposit Account on behalf of the beneficial owner(s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the Federal Deposit Insurance Corporation (FDIC) (each, a “Pass-Through Account”). This means the Pass-Through Account could qualify for additional insurance coverage.

If the Pass-Through Account has “transactional features” as defined in section 370.2(j) of the FDIC’s Rules and Regulations, You as the Account holder must maintain and be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC’s requirements. The FDIC’s Deposit Brokers Processing Guide outlines the information You must maintain regarding the beneficial owners of the funds in the Pass-Through Account and the format in which You would be required to provide the records to the FDIC in the unlikely event of PNC’s failure. In order to receive timely payment of deposit insurance, You must be able to provide the required information within 24 hours after the appointment of the FDIC as receiver. The Deposit Brokers Processing Guide can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html.

If You maintain a Pass-Through Account at PNC, You agree to cooperate fully with PNC and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the FDIC is appointed as receiver of PNC, You agree to provide the FDIC with the information described above in the required format within 24 hours. In the event of PNC’s failure, a hold will be placed on the Pass-Through Account and will not be released until the FDIC determines that You have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against You from the beneficial owners of the funds in the Pass-Through Account. If You do not provide the required data, access to funds in the Pass-Through may be restricted until the information is received, which could delay payments of deposit insurance to the beneficial owners. We can help you validate that your file format and the information in it is appropriate to facilitate the timely calculation of deposit insurance. Please visit pnc.com/fdic-passthrough for more information. Notwithstanding other provisions in this Agreement, this Section survives after the FDIC is appointed as PNC’s receiver, and the FDIC is considered a third-party beneficiary of this section.

SPECIAL NOTICE FOR HOLDERS OF ATTORNEY TRUST ACCOUNTS REGARDING COMPLIANCE WITH STATE RULES

We offer accounts for use by attorneys to hold client funds, sometimes called “Attorney Trust Accounts” or “IOLTA” accounts (designations vary by state). If you have such an account with us, you acknowledge that you are bound by your state’s rules and regulations governing attorneys’ conduct with respect to such accounts, and you agree that it is your responsibility, or your firm’s responsibility, to comply with those rules including, without limitation, any restrictions on the types of transactions that attorneys may conduct in these accounts. You further agree to release, hold harmless and indemnify us from any liability or claims made relating to any alleged violation of those rules.

We are allowed to deduct certain routine service charges (referred to as “reasonable service charges” in some, but not all, states) from the interest paid to your state on an Attorney Trust Account. The types of charges we may deduct from interest varies by state. Charges for the use of products and services in support of managing Attorney Trust Accounts, which are not reasonable service charges according to your state’s rules and regulations, will be the responsibility of the attorney or law firm handling the Account. Charges will be assessed on a monthly analysis statement or charged to the attorney’s or law firm’s billing account. Charges are set out in the business fee schedule, statement or other disclosure we provide to you.

STATEMENTS

We will make available or send a monthly statement to the last address that you have specified for your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. Your statement is considered correct, and you are required to notify us of errors, irregularities, or unauthorized transactions in accordance with this Agreement.

You can notify us of an address change by mail, in person, over the phone, or through Online Banking. If your statement is returned to us, we may suspend further mailings until a current address is received. You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

ERRORS, IRREGULARITIES, OR UNAUTHORIZED TRANSACTIONS

We will not be liable for payments made and charged to your account unless you notify us of an error, irregularity, or any unauthorized transaction, within 30 calendar days of the delivery of the first statement on which the error, irregularity, or unauthorized transaction appeared. Upon receipt of notice of an error, irregularity, or unauthorized transaction on your statement, we will investigate your claim, and we may attempt to recover the funds at our discretion. We cannot guarantee

that funds will be recovered. For certain ACH transactions, we cannot recover funds through the ACH network if we are not notified of the transaction within one business day of the transaction posting to your account.

You also have the responsibility to notify us at once if you believe that your debit card or PIN number was lost or stolen. You may have additional rights to assert errors in connection with certain electronic funds transfers. See the enclosed PNC Bank Business Card Agreement for more details.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act. The time period to recover funds with respect to ACH transactions will be as set forth in the NACHA Operating Rules.

INACTIVE ACCOUNTS

If your Account is inactive and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as “abandoned property” to the appropriate state authority. If your Account is inactive for six (6) or more months, we reserve the right to impose an inactivity charge on your Account. You also agree that if your Account is inactive for six (6) or more months, it will be subject to any new fees or fee increases that go into effect during the period of inactivity.

MONEY OWED

Except to the extent otherwise agreed by you in writing, any loans, charges, service or analysis charges; overdraft or other obligations; or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the Account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the Account and in any other account(s) in your name to pay all loans, charges, service or analysis charges; overdrafts or other obligations; or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights, even though we may enter the set off on our books at a later date. We may also freeze or place a hold on your account without setting off in order to investigate any irregularity, dispute, or claim.

Our security interest and right of set off shall continue even after the Account has been closed and will apply to any credit resulting from disputes you initiate or any items received for payment after the Account has been closed. We reserve the right to apply the proceeds of any credit received to the Account, including credits received after the Account is closed, to reduce any outstanding balance you owe us.

Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT

We may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.

You agree that we may, without prior notice to you, place a hold on your Account if we are notified of a dispute regarding funds received into your Account or that the funds in your Account may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may return the disputed funds. In addition to our right of set off described directly above, we have the right to debit your Account or any of your other accounts in the amount of a returned transfer, without prior notice, when any disputed amount has been returned.

REPORTING NEGATIVE INFORMATION TO CREDIT BUREAUS; DISPUTING REPORTED INFORMATION

If you have sole proprietor account(s), we may report information regarding your Account to credit bureau(s). If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

- PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233

- Early Warning Services, LLC Attn: Consumer Services,
  5801 North Pima Road
  Scottsdale, Arizona 85250 or faxing it to:
  480-656-6850.

Your correspondence should include the following information:

- Your name, address and Social Security number
- Your account number
- The information being reported that you believe is inaccurate or incomplete
- Any support document, such as account statement, letters, etc.
- A copy of the Early Warning Services report, if available

LEGAL PROCESS

Legal process includes, without limitation, any state or federal levy, garnishment, attachment, withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, order for forfeiture or seizure, or other legal process we believe to be valid relating to your account(s).

For purposes of responding to legal process, PNC determines where your account is located as follows: (i) if you opened your account in person, it is located in the state where you opened it; (ii) if you opened your account online or by other remote means (e.g., telephone, mail, etc.), and you resided in a state where PNC had branch or retail offices at that time, it is located in that state; (iii) if you opened your account online or by other remote means, but you resided in a state where PNC did not have branch or retail offices at that time, your account is located in Pennsylvania.

You acknowledge and agree that we may comply with or object to any legal process as we determine in our discretion to be appropriate under the circumstances.

Unless otherwise required by law, PNC is not obligated to provide notice of legal process relating to your accounts. We do not send notice if we believe the law prohibits us from doing so. If notice is provided, notice to one account holder constitutes notice to all account holders.

We may comply with legal process even if it affects the interests of fewer than all the owners or authorized signers of a joint account or safe deposit box.

We may hold or turn over funds or other property to the court or other party as directed by the legal process, subject to our right of set off and any security interest we may have in the funds or other property.

If your account is attached, garnished, held, or otherwise subject to legal process, you agree that we will not be liable for dishonoring checks, drafts, or other items, including items returned unpaid, because of insufficient funds in your account(s) due to a hold or freeze placed on your account(s) as a result of any legal process with which we are served. You agree that we are not required to pay interest on such funds held.

We may charge your account a fee for each legal process regardless of whether the legal process is subsequently revoked, vacated, or released.

Any fees, expenses, attorney's fees, costs or losses we incur as a result of responding to legal process related to your account are your responsibility. These amounts may be deducted from the balance of your account(s) maintained with us at the time they are incurred, which may be prior to our complying with the legal process. It is your responsibility to timely preserve any and all objections you may have to legal process with the relevant court or entity. We may comply with legal process if any objections are insufficient or denied.

You may have rights to contest such process under the relevant law.

If you believe all or a portion of your funds are exempt from legal process, or otherwise should not be subject to legal process, you agree that it is your responsibility to assert any claim or raise any defense to the legal process against the appropriate party, and you agree that we have no obligation to do so, unless specifically required by law. We will comply with legal process if any claims or objections are deemed insufficient or denied.

CHANGE IN ACCOUNT INFORMATION

You must notify us immediately of any change in the officers, beneficial owners or controlling parties of your business or those who have signing authority for your Account. Failure to promptly notify us may result in the closure of your Account. We may ask you to execute and deliver to us new account resolutions, a new Certification Regarding Beneficial Owners

of Legal Entity Customers and/or new signature cards (a/k/a "Account Registration and Agreement") before the change is made effective.

TRANSFER OF OWNERSHIP

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON OUR RECORDS. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

DEATH OF SOLE PROPRIETOR

Following the death of a sole proprietor of an unincorporated business, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.

CHARGES TO YOUR ACCOUNT

Your Account may be subject to various charges, including but not limited to, item charges, a monthly service fee, charges for the use of certain Account services and late payment charges as set out in the business fee schedule, statement or other fee disclosure we provide to you, which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your Account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check-cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your PNC Bank representative to learn the amount of the fee. We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your Account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

CLOSING YOUR ACCOUNT

You or the Bank may close your Account at any time, for any reason, without advance notice. We may ask that you provide your request to close your Account in writing. We are not required to close the Account at your request until all known authorized or outstanding items (including, but not limited to, checks, ATM, point-of- sale, ACH and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the Account) have been resolved. After you or we close the Account, if the Account has a positive balance, we will mail you a check for the final balance, reduced by any amount you owe us. You will still be responsible for any outstanding transactions, or service charges or overdrafts incurred before, during or after the time the Account is closed.

After your Account is closed, we may temporarily reopen your Account to resolve a dispute concerning the Account, or to accept a debit or credit to your Account, even if doing so results in your Account becoming overdrawn. If we temporarily reopen your Account, we may exercise our discretion to return any debit or credit that is received to your Account while your Account is temporarily reopened.

Alternatively, if we receive a debit or credit to your Account after it is closed, we may, in our sole discretion, return to the payee any debit or return to the originator any additional deposits or electronic credits (including, but not limited to, Social Security, pension payments and automatic payroll deposits), and you will be liable for any associated charges.

AFFILIATE SHARING; CO-OPERATION; CALL RECORDING; AND CONSENT FOR SERVICE CALLS

To serve our customers efficiently and offer a full range of financial services, we share customer transaction and experience information among our PNC Bank family of companies. PNC Bank companies also share other personal information, such as applications, financial statements and credit reports. You may request that we do not share this other personal information (except where such information is used by one PNC Bank company to service customer accounts for another) by writing to us at PNC Bank, P.O. Box 96066, Pittsburgh, PA 15226. Please include the name under which your Account has been opened, your name, your address, the account number(s) and your social security number or tax ID number. We also share customer information as permitted or required by law.

You agree to cooperate with us in any record keeping and reporting that we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your Account.

Important Information about Phone Calls: By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) or business accounts for which you are a contact, with PNC and its affiliates, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us.

DISCLOSURE STATEMENTS

In connection with your Account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be part of this Agreement.

OUR STANDARD OF CARE

Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your Account. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

OTHER SERVICES

If you use other PNC Bank services in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.

AMENDMENT, WAIVER

We reserve the right to amend this Agreement (including the right to add new provisions and to convert your Account from one product to another) and to change charges, fees and the manner in which we calculate and/or credit interest from time to time. We will inform you of any amendment (1) by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement; or (2) if you have opted to receive online statements in electronic form, by posting the notice of the amendment and the amendment itself on PNC's secure Online Banking web site. If you receive statements in paper form, the amendment will generally appear on your statement. In some cases, notice of the amendment will appear on the statement and the amendment itself will be included on an insert accompanying your statement.

If you have opted to receive online statements, the amendment will generally appear as a message on the PDF statement posted on PNC's secure Online Banking web site as well as in the Messages section of the site. In some cases, the amendment will be included as a PDF insert on the web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.) When the amendment becomes effective, we will post the new version of this Agreement online and make the new version available in our branches. An amendment will become effective 30 days (or such later time if required by law) after notice of the amendment is delivered or otherwise made available to you, unless a shorter time period is permitted by applicable law or required because of an emergency situation, in which case we will provide notice as we deem practicable. If this is an Account with multiple authorized signers, then notice of an amendment provided to one authorized signer shall be deemed to be notice to all authorized signers. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended. We reserve the right to waive the enforcement of any of the terms and conditions of this Agreement. Any such waiver must be in writing and signed by a Bank officer, and it shall not be considered a waiver of any other or future obligation or right.

NOTICES

Any written notice that you give to us is effective when we have actually received it at the designated address and have a reasonable opportunity to act upon it. If applicable state law enables an account holder to modify the terms of an account and/or distribution of funds in an account by providing written notice to PNC, that written notice must be notarized and

sent to the following required address: PNC Bank PO Box 609 Pittsburgh, PA 15230-0609. Sending such notices to any other PNC address or location will be deemed failure to provide notice to PNC. PNC reserves the right to require the account to be closed if you wish to modify the terms, the ownership and/or nature of the account. Any written notice that we give to you is effective (1) when it is mailed to you at the address on file for your statement, or (2) if you have opted to receive online statements in electronic form, when it is posted on PNC's secure Online Banking web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.)

SEVERABILITY

Except as may be otherwise provided in the Arbitration Provision below, in the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by court to be invalid or unenforceable will continue in full force and effect.

WAIVER OF JURY TRIAL

YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

GOVERNING LAW

Except as may be otherwise provided in the Arbitration Provision below, this Agreement is governed by the laws and regulations of the state in which the branch or retail office where you opened your Account is located, without regard to such state's choice of law or conflict of law principles. If your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, and PNC has a branch or retail office in your state of residence at the time your Account is opened, this Agreement is governed by the laws and regulations of your state of residence when your Account is opened, without regard to such state's choice of law or conflict of law principles. If we do not have a branch or retail office located in your state of residence when your Account is opened, and your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, or in person by a PNC representative outside of a branch, then you agree that (i) this Account is deemed to be opened in the Commonwealth of Pennsylvania, (ii) all applicable funds are deemed to be deposited into and withdrawn or transferred from the Account which is located in Pennsylvania, (iii) our agreement to open this Account, and all decisions we make now and in the future concerning or affecting this Account, occur in Pennsylvania. This Agreement and your Account is and shall therefore be governed by the laws and regulations of the Commonwealth of Pennsylvania (and will continue to be subject to Pennsylvania laws even if a PNC branch or retail office is subsequently opened in your state) without regard to Pennsylvania choice of law or conflict of law principles. This Agreement is also at all times governed by and may rely upon all applicable preemptions afforded to national banks by the laws and regulations of the United States of America.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS

Call us at 1-877-BUS-BNKG (1-877-287-2654). For Our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

INTEREST PAYMENT AND BALANCE COMPUTATION

At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you.

For all interest-bearing accounts except for Corporate Analysis Checking with Interest, we use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day. The daily periodic rate is 1/365 of the interest rate, or we may use 1/366 in a leap year. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance.

Interest begins to accrue on interest-bearing checking accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Interest does not accrue on balances under $1.00. Interest begins to accrue

on money market deposit accounts based on the day funds are available to you for withdrawal. Interest on business interest-bearing checking and money market accounts is compounded monthly and credited monthly. Interest is credited on the last day of the monthly statement cycle. If you close your Account before interest is credited, you will not receive the accrued interest (excludes, IOLTA accounts).

Unless stated otherwise, the term “month” means monthly statement cycle.

The average monthly balance is calculated by adding the collected balance in your account for each day of the month and dividing that figure by the number of days in the month.

For Corporate Analysis Checking with Interest, we will use the average monthly investable balance (i.e. the average collected balance less reserves, if applicable) to calculate earnings credit and interest on your account. We will perform a monthly analysis on your account(s) with us to determine if your average monthly investable balance for the month is sufficient, as determined solely by us, to compensate us for that month’s fees. Balances used to compensate us for fees shall not earn interest. We will then apply a daily periodic rate to the average investable balance in excess of balances needed to offset transaction and maintenance fees, multiplied by the number of days in the month. Interest is earned on the excess account balance at the interest rate in effect on the last calendar day of the month. Interest rates are subject to change at any time and may be tiered. The earnings credit rate and the interest rate may not be the same. Any interest earned will be credited to your account no later than the last business day of the month following the month of the analysis.

For accounts linked together for account analysis, interest is earned on the combined relationship’s excess account balance at the interest rate in effect for the appropriate balance tier on the last calendar day of the month and will be credited to the settlement account. If your analysis relationship includes balances that are owned by more than one company, you are solely responsible to determine whether (1) all of the account balances may lawfully earn interest and (2) any interest payments need to be allocated to the companies included in the analysis relationship.

ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing customer, as of the date of this Agreement), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general, or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

This Arbitration Provision will survive the termination of this Agreement. See further details below.

Definitions

"We," "Us" and "Our." Solely as used in this Arbitration Provision, the terms "we," "us" and "our" also refer to (1) our employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

"Account." For purposes of this Arbitration Provision, "Account" refers to your PNC Bank business deposit account or accounts with us and the features and services provided in connection with it or them including PNC Bank business certificate of deposit accounts.

"Claim." A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present, or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts. Notwithstanding the foregoing, the term "Claim" excludes: (a) any dispute or controversy about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver and Public Injunctive Relief Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. After a Claim is filed with the arbitration administrator, but before an arbitrator is formally appointed to a Claim, a party may send a written notice to the opposing party and the administrator stating that the Claim is within the jurisdiction of small claims court (or an equivalent court) and requesting that that court decide the Claim. Upon receipt of that notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees.

Arbitration Procedures

Electing Arbitration of Claims. Except if you opt out as provided below, you or we may elect to arbitrate any Claim. The election may be made by submitting a written Notice of Arbitration ("Notice") in accordance with the terms herein. Or, if a lawsuit asserting a Claim is filed in court, the other party may elect arbitration in the lawsuit (for example, a motion by the defendant to compel arbitration). If you or we commence litigation of a Claim, neither you nor we waive our right to elect to arbitrate any counterclaim or other Claim that you or we may make.

Notice Requirements. If you or we elect to arbitrate a Claim, the claimant must provide the other party with written Notice before commencing arbitration. Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. The Notice must be clearly marked "Notice of Arbitration" and contain the claimant's name, telephone number, mailing address, e-mail address, the Account number of any Account at issue, a description of the nature and basis of the dispute, the relief sought by the claimant, and the claimant's signature. To safeguard your Account, if you have retained counsel to submit the Notice, your Notice must include your signed statement authorizing us to share information about the Account and the Claim with your counsel.

The noticing party must provide the other party 45 days from receipt of the Notice in order to provide the parties a meaningful opportunity to resolve the dispute in an informal, prompt, mutually beneficial manner. During this period, any applicable statutes of limitations or contractual limitations periods will be tolled. The arbitration administrator may not accept or administer an arbitration nor assess fees until the expiration of the 45-day period. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

Arbitration administrator and rules. The arbitration will be administered by the American Arbitration Association ("AAA"). The AAA rules and forms may be obtained by contacting AAA at 1-800-778-7879 or visiting www.adr.org. AAA will apply its rules and codes of procedures in effect at the time arbitration is elected including, if applicable, AAA's Supplementary Rules for Multiple Case Filings. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, the parties may agree on another administrator or, if there is no agreement, a court with jurisdiction may appoint one. The arbitrator may, as appropriate, hold hearings in person, by telephone or videoconference, or decide Claims based on papers submitted by the parties. Any in-person arbitration hearing will take place in a venue in the county where you reside unless you and we agree otherwise.

Arbitration costs. The parties shall pay filing, administrative, and arbitrator fees in accordance with the administrator's rules, unless applicable law requires a different allocation. This means that you will be responsible for paying your share of the administrator's filing fees unless you obtain a waiver of fees from the administrator. However, if you send us a written signed request at our Notice Address requesting that we pay your share of the fees and stating that you tried but were unable to obtain a fee waiver after submitting the documentation required by the administrator, and if your request is made in good faith, we will pay or reimburse you for your share of the filing fees charged by the administrator.

What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation, evidentiary privileges, and applicable substantive law that a court would apply if the matter were pending in court. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

The arbitrator's decision and award. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies (including statutory awards of attorneys' fees) available under applicable law, as limited in the Class Action Waiver and Public Injunctive Relief Waiver below, in an individual action brought in court. If the arbitrator finds that you or we have violated the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927, if permitted by applicable law, the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires.

Effect of arbitration Award; appeal. The arbitrator's award shall be final and binding on all parties, except for any right of judicial review provided by the Federal Arbitration Act.

Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

CLASS ACTION WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (except for co-account owners). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief (including damages, restitution, or declaratory relief) that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If (after exhaustion of all appeals) a court finds that this Class Action Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

PUBLIC INJUNCTIVE RELIEF WAIVER

If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an arbitrator be permitted to issue a public injunction.

Conflicts; Severability; Survival

In the event of a conflict between the provisions of this Arbitration Provision and the AAA rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver or Public Injunctive Relief Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

RIGHT TO OPT OUT
You may opt out of arbitration by sending us a written notice (the "Opt Out Notice"). To be effective, an Opt Out Notice must (1) include the Account holder name, address, phone number, and Account number(s); (2) state that you are opting out of the Arbitration Provision in your Account Agreement for the listed Account numbers; (3) be sent to us at PNC Bank, Attn: Arbitration Opt Out, P.O. Box 535229, Pittsburgh, PA 15253-5229; (4) be signed personally by all account owners; and (5) be postmarked within forty-five (45) days after either (i) the date we first delivered or otherwise provided you with an arbitration provision, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other term in this Account Agreement. If the Arbitration Provision of your Account Agreement has already been delivered or otherwise made available to you, amendments to your Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

PNC BANK BUSINESS CARD AGREEMENT

I. DEFINITIONS

In this Agreement the following words shall have the definitions stated:

(a) "Account" or "Accounts" will mean each of your commercial or business checking or money market accounts that you have arranged with us to access with your Card. You will not be permitted to access personal or credit card accounts with your Card.

(b) "ATM" will mean automated teller machine.

(c) "Card" will mean a Debit Card or Deposit Card.

(d) "Debit Card" will mean a PNC Bank Business Visa Debit Card that allows deposits, withdrawals, funds transfers between Accounts and balance inquiries at ATMs, as well as purchases at merchants where accepted.

(e) "Deposit Card" will mean a PNC Bank Deposit Card that provides deposit access to your business checking and/or money market Accounts at ATMs where deposits are accepted. This Card does not permit withdrawals, funds transfers, balance inquiries or merchant purchases.

(f) "PIN" will mean the confidential personal identification number(s) or other confidential code(s) provided to you by PNC Bank or selected by you for identification purposes in connection with the use of your Card, and may include, where the context requires, the Card number itself.

(g) "PNC Bank" will mean the PNC depository institution where you established your Account and that issued your Card(s).

(h) "Transfer" will mean any electronic banking transaction, including deposits made with your Card(s), withdrawals or point-of-sale purchases made electronically with your Debit Card, as well as all transfers resulting from the use of your Debit Card, even if an ATM is not involved at the time of the transaction.

(i) "You" and "your" will mean your business or its authorized representative.

II. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

(a) Deposits. You may use your Card at any PNC Bank full-function ATM or at select ATMs owned by other financial institutions bearing the NYCE®, STAR℠ and/or PLUS logo to make deposits. There may be limits on the amount of total ATM deposits you may make using your Card in any calendar day or month.

(b) Other Transactions. You may use your Debit Card at any ATM bearing any ATM network logo that appears on your Card to do the following:

  (i) Withdraw cash from your Account(s)

  (ii) Perform balance inquiries on your Account(s)

  (iii) Transfer funds between your Account(s)

  (iv) Make purchases at merchants who have agreed to accept the Card

There are maximum limits on the dollar amount of ATM withdrawals and purchases you may make using your Debit Card in any calendar day.

The amounts of these maximum limits will be disclosed to you when your Debit Card is issued. You may be able to withdraw cash using your Debit Card only in certain multiples, as indicated at each ATM. Deposits may not be available

at all ATMs. Additional charges may be imposed by owners of non-PNC Bank ATMs for use of their ATMs. You may avoid those fees by using only PNC Bank ATMs.

III. LIMITATION OF LIABILITY

(a) We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend and hold us harmless against any claim of a third party arising from or in connection with this Agreement or the service we provide hereunder. We make no warranties, express or implied, in connection with the services we provide you under this Agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose.
In no event will we be liable for any consequential, incidental, special or indirect losses; damages, including dishonor of checks or other items; or expenses (including counsel fees), which you may incur or suffer by reason of this Agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

(b) If your Card is lost/stolen or used by someone other than you, your officers, employees or agents, your liability should be as follows:

(i) Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account to which you have access with your Debit Card, plus your maximum overdraft line of credit. If you tell us promptly after you learn of the loss or theft of your Card, you will not incur any loss or liability if someone used your Debit Card for a Debit Card transaction without your permission.

If your statement shows transfers using your Debit Card for a Debit Card transaction you did not authorize, tell us at once. If you do NOT tell us of unauthorized card transfers using your Debit Card for a Debit Card transaction within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the Debit Card Transaction if you had told us in time. However, the above special rules will not apply, to the extent allowed under applicable law, if we have determined you were grossly negligent or fraudulent in the handling of your Debit Card or Account.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the above time periods at our discretion.

(ii) Our business days are Monday through Friday, and do not include legal holidays as posted in the branches.

(iii) If you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account using your Debit Card without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

(c) We will issue you the number of PINs that you request. You shall have sole and exclusive responsibility for providing the PINs to those individual(s) whom you authorize to use the Card(s). Subject to the provisions in paragraph III (a) above, we shall have no liability for transactions performed using your Card and a PIN issued to you, regardless of whether you deem such transactions to be authorized or unauthorized.

(d) Any security procedure applicable to the Card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to ensure the confidentiality of the PINs and the security procedures

(e) We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Cards or PINs by your employees, agents or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

IV. GENERAL PROVISIONS

(a) Your Card may, but need not, be retained by any ATM or merchant in the following circumstances:

- The PIN is wrong after repeated attempts.
- Your Card was reported lost or stolen.
- Your Card was closed for misuse.
- All of your Accounts linked to your Card(s) have been closed.
- Your Card expired or was replaced.
- The machine is not operating properly.

(b) We may refuse to issue a Card to you or to reissue a Card to you if you have previously had one. Each Card issued by us remains our property, is not transferable (other than to your authorized employees) and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your Card must be surrendered to us upon demand. If you attempt to use your Card after it has been canceled or revoked, it will be retained. For your protection, your Card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.

(c) No electronic fund transfer may be made and no transaction that you attempt to initiate will be completed if your Debit Card is damaged, has expired, has been canceled or revoked, or is retained for any reason, or your Account(s) has (have) been closed.

(d) Upon receipt of a request for authorization of a transaction made with your Debit Card, you (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in your Account.

(e) You may stop payment on any Visa recurring preauthorized payment originated by use of your Debit Card. These Visa stop payment orders must be made at least three (3) business days prior to the scheduled posting date of the transaction and shall be effective for two (2) years from the date the order was received.

(f) You may not be able to use your Debit Card to make transactions in the following cases:

(i) Your Account is overdrawn.

(ii) You have reached or your request would exceed the withdrawal or point of sale purchase limits imposed on your Debit Card.

(iii) You exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your Debit Card.

(g) We reserve the right at any time and without notice to eliminate any or all of the services that currently are available to you by use of your Card, or to add new services.

(h) We may, from time to time, limit the type, number and dollar amount of any transfers made by use of a Debit Card, notwithstanding the amount in your Account(s), and terminate or suspend the operation of any or all Cards, ATMs or merchants, without notice.

(i) Where you have authorized any other person to use your Card in any manner, your authorization shall be considered by us to be unlimited in amount and manner. It will be effective until you have notified us in writing that you have revoked the authorization and have taken all other necessary steps to revoke it, and we have had a reasonable opportunity to act on such notification including cancellation of your Card and issuance of a replacement Card.

(j) These terms and conditions are subject to the laws and regulations of the state in which the principal place of business of the PNC Bank at which you opened your Account is located and of the United States of America, as amended from time to time and shall be deemed automatically amended to the extent necessary to comply therewith.

(k) The terms of your Business Account Agreement and account opening resolution with us are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreement(s) and this Agreement, then this Business Card Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions that apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This Agreement supersedes any prior agreements between us relating to these services for your Account. You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgments and understandings will survive the performance and termination of this Agreement.

(l) We reserve the right to assign our responsibilities under these terms and conditions or any part of them to any of The PNC Financial Services Group, Inc. affiliates.

PNC BANK BUSINESS OVERDRAFT PROTECTION AGREEMENT

Overdraft Protection: This Agreement provides the terms and conditions of the PNC Bank Overdraft Protection

service. Please read this Agreement and keep it with your important account information.

1. I/we, have designated certain of my/our account(s) as PROTECTING ACCOUNT(S) for the purpose of adding overdraft protection service and have authorized PNC Bank to apply this service to my/our designated PROTECTED ACCOUNT. If PNC has determined that sufficient funds are not available in the PROTECTED ACCOUNT to cover account withdrawals, PNC Bank will automatically transfer funds or credit from the PROTECTING ACCOUNT(S) as follows:

   A. If there are sufficient funds to cover some but not all of my/our overdrafts, PNC Bank will exercise its discretion (i) to pay some but not all of the items and (ii) to pay items drawn on the PROTECTED ACCOUNT in any order convenient to PNC Bank.

      PNC Bank's general practice is to first add deposits (credits) to my/our Account, and then subtract withdrawals (debits) from my/our Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. PNC Bank receives notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If PNC Bank does not have information that allows it to determine the exact time notice of a transaction was received, PNC Bank may assign an approximated time to that transaction.

      Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time PNC Bank receives notice of a transaction may differ from the time shown on a receipt.

      This order of payment may affect the total number of items paid and/or returned and/or the amount of overdraft fees charged.

   B. At such time or times that PNC Bank determines that the PROTECTED ACCOUNT has insufficient funds, PNC Bank will transfer to the PROTECTED ACCOUNT an amount sufficient to pay all items creating the insufficient balance first from funds or credit available in the first designated PROTECTING ACCOUNT, and, if an overdraft still exists, then from funds or credit available in the second PROTECTING ACCOUNT, if a second PROTECTING ACCOUNT has been designated. If the PROTECTING ACCOUNT is a line of credit or credit card account, the amount transferred will be rounded upward to the next whole dollar. In rare circumstances, the amount transferred may overdraw the PROTECTING ACCOUNT if transactions are posted to the PROTECTING ACCOUNT after the transfer amount has been determined.

   C. If the PROTECTING ACCOUNT is a deposit account, PNC Bank will transfer the exact amount of the overdraft from the PROTECTING ACCOUNT. If the PROTECTING ACCOUNT is a line of credit or credit card, PNC Bank will not make any automatic transfer in amounts less than $50.00.

   D. This is not an extension of credit. If the PROTECTING ACCOUNT is a deposit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if such a transfer will exceed the funds available in the deposit account. If the PROTECTING ACCOUNT is a credit card account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the credit card account is in default, if your right to use the credit card account is closed or suspended, or if the transfer would exceed the credit card account's cash advance limit. If the PROTECTING ACCOUNT is a line of credit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will cause the balance on the line of credit account to exceed the Maximum Credit. PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will in any way violate the terms of the agreement(s) which governs the PROTECTING ACCOUNT(S). Finally, a scheduled transfer between PNC accounts will not be processed if the account (checking, savings, or money market) from which the funds are being transferred does not have sufficient funds, even if that account is set up with overdraft protection.

   E. Balances for all types of PROTECTING ACCOUNTS are available for nightly processing of items, for transactions process by branch tellers, and for point of sale or ATM online authorizations.

   F. If there is a hold on your PROTECTED or PROTECTING ACCOUNT(S), we may not complete an Overdraft Protection Transfer from the PROTECTING ACCOUNT, even if sufficient funds exist in the PROTECTING ACCOUNT. Additionally, if we place a hold on your PROTECTED ACCOUNT, PNC may discontinue the Overdraft Protection relationship between the PROTECTED and PROTECTING ACCOUNTS. If the hold is removed, the Overdraft Protection relationship will not be re-established automatically and you will need to take action to re-establish the Overdraft Protection.

G. I/we may from time to time contact PNC Bank to request a modification of this agreement by adding or substituting a different account as PROTECTING ACCOUNT 1 or 2. PNC Bank reserves the right to accept such modification of this Agreement or to require that a new Agreement be executed.

2. I/we understand that if any PROTECTING ACCOUNT is a line of credit or credit card account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the line of credit agreement or credit card agreement, as applicable, including all rules, fees and other disclosures made with the agreement as well as any applicable fees set forth in PNC Bank's Business Checking Accounts and Related Charges. Any items from the PROTECTED ACCOUNT that are paid into overdraft will be subject to PNC Bank's regular overdraft item fee charge. If the PROTECTING ACCOUNT is a credit card account, this credit card may be a PNC-branded card issued by a third party card issuer, and I authorize PNC Bank and such issuer to share information necessary to process my overdraft protection transactions and administer this overdraft service. I authorize PNC Bank to update the credit card account number for my PROTECTING ACCOUNT if such issuer provides PNC Bank with a new credit card account number for me/us.

3. I/we understand that if any PROTECTING ACCOUNT is a checking, savings or money market deposit account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the "Account Agreement for Business Accounts" and the "Business Checking Accounts and Related Charges," as applicable, together with any other disclosures provided in connection with the account. I/we understand that transfers made from any checking, savings or money market deposit account will count toward any applicable transaction limitations set forth in the "Account Agreement for Business Accounts", including limitations on preauthorized transfers, (including telephone and automatic transfers) each statement period.

4. Any items from the PROTECTED ACCOUNT that are paid into overdraft will be subject to PNC Bank's regular overdraft item fee charge.
5. This authorization may be modified and/or terminated at any time by PNC Bank upon notice to me/us, and I/we understand that it will terminate automatically without notice if all PROTECTING ACCOUNTS are closed. If any PROTECTING ACCOUNT is a Home Equity Line of Credit account, then this authorization with respect to such account may not be terminated by PNC Bank except in accordance with my/our Home Equity Line of Credit account agreement.

Overdraft Access

PNC provides overdraft access on checking and money market accounts. Under certain conditions and, in its sole discretion, the bank may decide to pay checks, ATM withdrawals, card purchases or other debits when the available balance is not enough to cover them (in which case overdraft item fees on the transaction account may apply). Overdraft access does not guarantee that the bank will pay overdrafts.

At PNC Bank ATMs, the bank can provide the option to cancel the transaction if it would cause an overdraft.
The bank is not able to provide this option when using a PNC Bank Visa Debit Card or PNC Bank Banking Card at a non-PNC Bank ATM or when making merchant purchases.

Customers can call Telephone Banking Services at 1-877-222-5401 to opt out of overdraft access for card transactions. If you do, we will decline transactions if your available funds are not sufficient to cover them.

Opt Out will not prevent all overdrafts.

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