

FORM 1

SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicated Yes or No in the “Submitted (Yes/No)” column below to indicated which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
Yes	This completed Submittal Checklist Form as the cover page of your submittal.
Yes	A Table of Contents that clearly identifies each section and page number of your submittal.
Yes	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services. Include the following sections: - Section 1 - Bank Qualifications - Section 2 - Management and Staff Qualifications and Experience - Section 3 - Quality and Adequacy of Products and Services Offered - Section 4 - Implementation Process and Costs
Yes*	<u>Completed Forms</u> - Form 1 Submittal Checklist Form - Form 2 Acknowledgement and Signature Page - Form 4 Vendor Reference Form - Form 5 Hold Harmless and Indemnity Clause - Form 11 W-9 - Form 12 Cost Worksheet - Form 13 Earnings Credit Rate, Excess Earnings Balance Rate, and Other Compensating Credits - Form 14 Independence Affidavit
*	Certificate(s) of insurance that meet the requirements of Section 2.17
*	Proof of State of Florida Sunbiz Registration

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

*Please refer to PNC's Request for Proposal Exceptions in the Appendix.

A background image showing four business professionals in a modern office setting. A woman on the right is gesturing with her hand while speaking to three colleagues (two men and one woman) who are listening attentively. They are gathered around a desk with a laptop and some office supplies. Large windows in the background show a cityscape.

Enhance your processes

With a full spectrum of treasury solutions

Our proposal to deliver full treasury management services to City of Hollywood, Florida

Submitted on 4/7/2022

Prepared by:

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4/7/2022

Steve Stewart
Assistant of Procurement
City of Hollywood, Florida
2600 Hollywood Boulevard
Room 303
Hollywood, FL 33020

Dear Steve,

PNC Bank, N.A. ("PNC") has developed a solid working relationship with the City of Hollywood, Florida (the "City") which has taken several forms dating back to 2012. To further expand the relationship, we are proud to offer our continued support to the City for depository needs and treasury management services in response to this Solicitation RFP-4718-22-SS Banking Services (the "RFP").

PNC began as Pittsburgh National Banking Corp in 1852 and merged with Providence National Banking Corp in 1983 thus maintaining the common acronym of "PNC." We provide focused teams of treasury management, institutional asset management, senior banking, and credit officers within PNC's footprint that specialize in the public finance sector. To this end, the City will continue to work with a local and dedicated public finance PNC team who will keep your goals at the forefront as we seek to continue prosperous banking programs that allow you to provide seamless servicing to your citizens.

At PNC, we understand what it takes to navigate change and continue working towards the financial goals of the City. We value the relationship we have built and are eager to support your continued success. PNC remains poised and ready to assist the City in utilizing technology to create operational efficiencies and improve security while providing the customer service and support we know you expect. As a leading banking services provider for public finance entities, we understand the City's future focus on streamlined productivity and expense reduction through process improvement.

By employing PNC as the banking partner of the City, you also benefit from our expertise and capabilities beyond the scope of services requested in this RFP. We deliver this by engaging in-depth analytical treasury management discussions to understand the City's processes and to offer insight and ideas that will create operational efficiencies. To further illustrate the holistic relationship approach, these discussions can also focus on the City's debt profile and the management of investable assets.

While PNC demonstrates its commitment to the City of Hollywood as a local taxpayer with our Young Circle PNC Retail Branch, your dedicated PNC Public Finance Banking Team primary contacts and their locations who will service the City's accounts are as follows:

Nick Ayotte
Senior Vice President
Relationship Manager
16740 San Carlos Blvd.
Ft. Myers, FL 33908
O: 239.437.3736
C: 239.839.1889

Jeremy Bennett
Vice President
Treasury Management Officer
201 N. Franklin Street, Ste 1500
Tampa, FL 33602
O: 412.807.3162
C: 412.377.3157

Carol Taylor
Assistant Vice President
Senior Client Solution Specialist
101 West Washington Street
Indianapolis, IN 46255
O: 317.267.7850
C: 317.517.9965

This dedicated team specializes in public finance clients which includes but is not limited to cities, counties, independent special taxing districts, airports, seaports, public school districts, public utilities, and charter schools. The team approaches the relationship on a consultative basis and provides guidance within the governance of the City's processes. The dialogue is perpetual throughout the working relationship to ensure the City is provided the most up-to-date technologies and services.

Member of The PNC Financial Services Group

One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707
pnc.com

Once again, PNC is proud to support the City in all capacities and offers confidence in our ability to best serve the goals of the City and its citizens. Please do not hesitate to contact us with any questions and we thank you for this opportunity.

Sincerely,



Jeremy Bennett
Treasury Management Officer
412-807-3162
jeremy.bennett@pnc.com



Nick Ayotte
Relationship Manager
239-437-3736
nicholas.ayotte@pnc.com

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Executive Summary

We understand your vision as you state it in your Strategic Plan (adopted January 2020).

The City of Hollywood's Vision Statement is for us to become "South Florida's top city to live, learn, work, invest, and play." As one of the many municipal governments in South Florida, we recognize that this is a bold vision. This will not stop us from doing our best to realize it. That is why we've established our purpose and mission is to provide "a thriving community where quality living is available to all."

- Integrity
- Teamwork
- Professionalism
- Spirit of Innovation

The City of Hollywood & PNC share these same values and this is what you can expect from a banking relationship with PNC. We want you to thrive and grow with us.

It is our priority to provide competitive pricing, ensure efficient treasury operations, and be a proactive provider of banking services. We believe this aligns with the City's strategic plans of:

- **Maximizing opportunities for revenue generation: Accounts Payable Card with rebate**
- **Enhance Transparency: Utilizing APIs and Embedded Banking for Real Time Information**
- **Maximize Use of Technology to improve internal processes & efficiency: Continuous process improvement with Integrated Payables, Electronic Invoicing, and many other technology enhancements**

These benefits directly lead the City of Hollywood meeting its first listed goal, ***maintaining a sustainable City budget***.

Technology That Transforms

At PNC, we are eager to work closely with the City to demonstrate **value added** services, while **improving** the Treasury Management function and user experience. Wherever the City is in its digital innovation journey, PNC and our Treasury Management Platform will help power your transformation!

The **Head of the Treasury Management Division, EVP, Emma Loftus**, is on a mission to "bring the bank to you". Streamline your workflows by allowing PNC to help you design your own experience and start to create efficiencies today. Hear all about how our Treasury Management Platform can get you there by clicking on the link below:

See How PNC provides a holistic & integrated approach to Treasury Management: [PNC's Treasury Management Platform](#)

You've heard how PNC's Treasury Management Platform can help you **leverage innovative technologies** through the lens of our **experienced teams**; teams that understand your industry and your business so you can **unlock better performance and new potential** for you, your organization, and your stakeholders. At PNC, we are excited about the possibilities!

The PNC Difference

Achieving sustainable, profitable growth requires a banking solution that works with — not against — your existing systems and processes. When you work with PNC, we'll collaborate with you to create a streamlined user experience that offers a suite of tools for all your treasury operations needs, from receivables and payments to monitoring investments and managing your credit position.



With our treasury management solutions, powered by PINACLE®, our top-rated corporate online and mobile banking portal, you'll gain a transparent way to manage your finances and achieve your strategic priorities. With PNC, you'll be able to:



Improve decision making with robust, customizable reporting services.

- Access account balances and transactional information
- Gain immediate visibility into your current cash position



Simplify liquidity management.

- Swiftly manage your short-term cash balance
- Automate short-term investments
- Increase returns on idle cash balances



Send or receive payments quickly.

- Send and receive funds immediately at any time with RTP®, the first new U.S. payments system in 40 years, enabling instant delivery and availability of funds
- Initiate payments to your customers via email or text message without having to obtain or maintain customer bank account information



Efficiently manage your receivables.

- Follow your daily funds position
- View and manage all of your receivables in one place
- Leverage tools to streamline your cash application process



Efficiently manage your payables.

- Automate the processing of your invoices
- Streamline your disbursements
- Optimize your payment mix



Access international services.

- Understand your international cash position and manage global cash flows
- Manage international and foreign currency payments
- Initiate requests for funds transfers from foreign bank accounts



Strengthen security and help mitigate fraud.

- Improve internal control through robust security procedures and features
- Combat check fraud with innovative mitigation tools
- Monitor your credits and debits



Receive ongoing support and training.

- Work with a Relationship Manager, Treasury Management Officer and Sales Associate who will deliver a positive experience for you and your staff
- Rely on a Treasury Management Client Care team that works when you do — they're available from 7:30 a.m. to 8:00 p.m. ET



Securely access your information on the go using the PINACLE® Mobile App.

- Log in using your iPad, iPhone and Android device
- Generate a token passcode on your mobile devices

APIs with Oracle!

Our API development teams, have been focused on continuing to enhance our API infrastructure that embeds our banking digital services within your systems and applications. With this infrastructure in place, we'll be strongly positioned to respond to your specific business needs with a customized approach.

APIs Work Together to Power Solutions and Drive Customer Experiences

1 Add certainty to your payments

- Verify Account Existence and Status
- Authenticate Ownership



2 Flexible payment options for payables and receivables, with "intelligent routing"

- ACH
- ePayments (Zelle and other payments)
- Zelle Token Lookup
- Real-Time Payments
- RTP® Network Bank Lookup (API/table)
- Direct to Debit Card
- Wire Transfer (Domestic & Int'l)
- Multi-Payment API (RTP, SDA, ACH, Wire)
- Check Deposit
- Check Printing

3 Stay informed with real-time updates via Webhooks

- Payment Status
- Request for Payments (RFP)
- Request for Information (RFI)

4 Get detailed reporting delivered to your ERP/TWS

- Current and Previous Day
- Account Balances and Transaction Details

Use Cases

Verification of Accounts ~ Direct-to-Consumer Payments ~ Check Deposit Automation ~ Payment on Delivery
Real-time Payroll ~ Online Bill Pay

Accounts Payable Optimization

PNC would work closely with the City to expand its card program to include vendor payments. PNC completed an analysis of the City's AP file that was provided.

At PNC, we utilize historical data and industry experience to produce a **conservative** estimate. Our conservative estimate for the City's purchase card program is approximately \$4.5MM.

At that spend level, there is potential for the City to earn a

AP Card Potential with PNC

Conservative Spend Estimates of \$4.5MM+

Purchasing Card Rebate @ 1.5% based upon above spend

Potential Annual rebate of \$67,729.19

rebate of more than \$67,000, annually.

Additionally, PNC is proposing the addition of the existing purchasing card spend to boost the value to the City. This information is included in the **Total Card Potential with PNC** box, located to the right.

While the annual spend is an estimate, PNC will partner with the City to maximize its AP card program with each vendor. PNC's proven history of vendor enrollment is what makes our card programs so valuable. Our in-house professionals will work with you to continually develop and grow your commercial card program through vendor initiatives. As a result, we're able to offer established and proven procedures for merchant services, as well as familiarity with a wide network of commercial suppliers. With your assistance, we obtain required contact and account information for targeted vendors and develop a customized vendor enrollment script to be used by PNC for vendor calls. You know your vendors, so your input with the enrollment script increases the adoption rate.

On average, vendor participation increases by approximately 10% per year after the initial vendor enrollment campaign. This is driven by several factors including:

- The incorporation of a "card-first" payment discussion with all new vendors added to the Master Vendor file.
 - PNC's Account Managers can work with you on methods to adopt a "card-first" payment preference for the onboarding of new vendors.
- Periodic review of your vendor file to identify vendors that have recently added card as an accepted form of payment.
 - Your PNC Account Manager will re-analyze your vendor file and initiate vendor enrollment campaigns as often as you choose. This is typically completed annually or bi-annually for an ongoing basis.
 - For those vendors that decline during program implementation, we'll proactively monitor these vendors for future acceptance with other PNC clients. For example, if a vendor declines to participate for your program today but decides to participate with another client's program in the future, your PNC Account Manager will proactively reengage that vendor for acceptance.

Total Card Potential with PNC

Conservative Spend Estimates of \$4.5MM+

Existing Pcard Spend of \$2.2MM+

Purchasing Card Rebate @ 1.65% based upon above spend

Potential Annual rebate of \$110,500+*

* vendor analysis to be shared during finalist round



On average, vendor participation increases by approximately 10% per year.

Streamline your Check Processing

The City mentioned its desire for a flat file for check deposits. PNC can offer the City remote deposit scanners and the accessibility to deposit remotely. The cost benefits of utilizing a service like Image Cash Letter can be realized immediately from the pricing being offered in this proposal.

You receive and process many checks and need to convert your paper processing to an electronic check-image system. You want an efficient way to accelerate funds availability and reduce the costs associated with check-image processing. Additionally, you want your implementation to be simple.

Our Image Cash Letter (ICL) service uses your existing imaging infrastructure to capture images of consumer and business checks received office and transmit them to us for processing.

With Image Cash Letter, the City can benefit in the following ways:



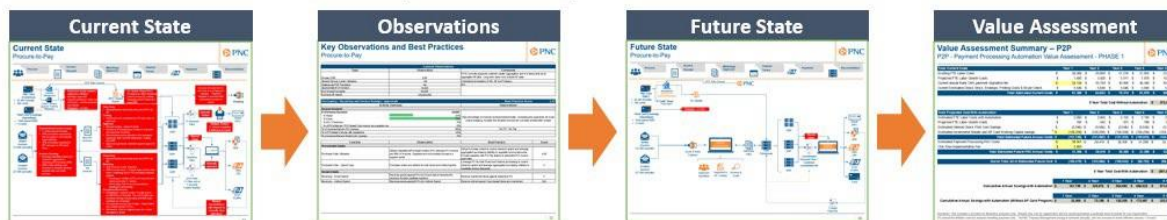
- Streamline deposit preparation
- Expedite funds availability
- Reduce the costs, time and risks involved with transporting paper checks to the bank

Join with a Reputable, Qualified Advisor to Streamline your Process

During previous discussions, you've expressed a desire for impactful **automation** and **streamlined capabilities**.

Our first step toward meaningful process transformation begins with a Business Process Review. You will work with PNC's dedicated group of treasury consultants known as the Treasury Solutions Group (TSG) who work together with your relationship team to help review internal processes and pursue efficiency and automation gains in line with your respective strategic objectives. The TSG team will take a consultative approach to optimizing processes across Order-to-Cash and Procure-to-Pay cycles and related treasury management activities. They will provide you with a formal process review and design solutions to optimize performance — positioning the City for continued, long-term success.

Many organizations pay consultants for this type of engagement. PNC offers this service complimentary to its clients. Take advantage of PNC's knowledge of payments to become more efficient.



Collaborate with PNC!

We believe we are the best provider for the City, based on previous conversations with you regarding automation, proactive idea generation and a need for excellent customer service. We are committed to offering a streamlined approach to the City's collections and payables process. The environment today requires focus on cost control, process improvement and more effective ways of doing business. PNC takes a highly consultative approach to these challenges on behalf of our clients, with the intention of always bringing new ideas and solutions that add economic value.

By working closely with PNC, the City, and its stakeholders, will gain:

- ***A Customer Focused Relationship Team***
- ***Innovative Ideas for Automation***
- ***Advanced Technology & Security***
- ***Efficient & Effective Payment Processing***
- ***Responsible, Cost-effective Treasury Solutions***
- ***An Expanded Purchase Card Program for Maximized Benefits***
- ***An Industry Leading Treasury Management Platform***

We look forward to discussing how PNC can collaborate with the City to implement a comprehensive, efficient, and cost-effective treasury management strategy. By extending the capabilities of your staff and leveraging our industry knowledge, you can realize significant process and performance advantages using an end-to-end solution managed by one credible, relationship-focused provider. We hope to be selected as a finalist to have deeper discussions regarding our solutions, the technology, and the value we offer the City.

SECTION III - SCOPE OF WORK/SERVICES

3.1 Project Description

The City is seeking responses from qualified and experienced banking institutions to provide Banking Services. The term of the banking services agreement awarded under this solicitation shall be for an initial period of six (6) years, with three (3) two-year renewal periods if mutually agreed to by the parties. All fees shall remain the same throughout the initial and any renewal periods of the agreement. The City reserves the right to cancel the agreement for convenience at any time upon thirty (30) days advance notice.

For Treasury Management, and Custody Services, PNC will agree to fix pricing for the initial period of six (6) years only. At the end of the initial period, PNC and the City will work to mutually agreed upon pricing for the renewal periods.

3.2 Minimum Criteria

Respondents who fail to meet the following minimum criteria will not be ranked or considered:

- a. Designated as a “Qualified Public Depository” by the Florida Department of Financial Services pursuant to the requirements of the Florida Security for Public Deposits Act (Chapter 280 of the Florida Statutes).

PNC is an approved QPD financial institution in Florida that may hold public funds.

- b. Have total assets exceeding \$20 billion.

The PNC Financial Services Group, Inc. (NYSE: PNC) is one of the largest diversified financial services institutions in the United States, with assets of \$558 billion as of December 31, 2021.

- c. Maintain a full-service bank branch office within Broward County, preferably within the City of Hollywood, Florida.

There are three (3) branch locations in the City of Hollywood and several others in the greater Broward County area for a total of 22. The three closest branch locations are Young Circle, Hallandale Beach, and Aventura branches.

- d. Have adequate organization, facilities, equipment and personnel to insure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

This Section is subject to negotiation. Any audit rights to which PNC might consent would be limited in scope and frequency, and subject to PNC's security measures and confidentiality requirements.

- e. Have a minimum of three years of successful experience in providing banking services to local governmental entities and/or businesses of a similar complex structure and volume within the State of Florida.

Please refer to section 3.4.2.

f. [Assign a dedicated client service adviser and/or team.](#)

You'll receive personalized customer service from our Public Finance Treasury Management team, which is composed of people at both the relationship and business unit level. This multi-tiered support structure provides the City of Hollywood with support when and where you need it, and it includes your dedicated account and Treasury Management Client Care (TMCC) teams. With support around the clock, you'll also be able to access support services through your online and mobile banking portal, PINACLE®.

g. [Provide an online portal for banking services.](#)

PINACLE is your online and mobile resource for accessing PNC's Corporate & Institutional Banking services. PINACLE offers 24/7 access to your PNC accounts and credit facilities, and lets you manage account transfers, wire and ACH transactions, disbursement activity, receivables, balance and transaction reporting and customer support needs.

h. [Include the following technology requirements: daily reconciliation, payee positive pay, ACH Positive Pay, and Lockbox services.](#)

System Requirements

To offer you a seamless user experience, we have designed PINACLE® to operate on Microsoft Windows 8 and 10 operating systems. Additional technical requirements include:

- Browsers — Microsoft Edge® 91.0.864.71 and higher, Chrome® 56.0.2924 and higher or Firefox 52 and higher; Microsoft® Internet Explorer® 11.0 can still be used with PINACLE®; however, we encourage the use of the browsers listed above. Microsoft support of Internet Explorer 11 will end in June 2022. 128-bit Transport Layer Security (TLS 1.2 and higher) encryption is required, and JavaScript and Cookies must be enabled.
- Screen resolution — 1024x768 is recommended.
- Other software — Adobe Reader 6.0 or higher is required to view and download reports.

We continuously evaluate available technologies to keep our online platform current with changes in technology.

See additional system or technology requirements under each section in [orange](#).

Reconciliation

We offer both full and partial reconciliation that is the core reconciliation that supports the Positive Pay fraud protection services, that we strongly recommend for all clients

- **Partial Reconciliation Service** — The Partial Reconciliation Service provides a reconciliation report listing each check. Report information includes check number, amount and date paid. No input is required from you.
- **Full Reconciliation Service** — The Full Reconciliation Service provides both outstanding and paid check information. You provide a transmission containing the check number, date of issue, and dollar amount of each check issued during the statement period. The issue information is matched against the paid check information to provide comprehensive reconciliation reports.

For your review, we've included sample reports under Appendix.

PNC recommends the use of a two-tiered deposit ticket. The deposit ticket should contain a location number for the entity making the deposit and a sequential numbering scheme to help achieve control and simplify reconciliation. See sample below.



The image shows a sample PNC deposit ticket. At the top, it says "DEPOSIT TICKET" and "FOR CLEAR COPY, PRESS FINALLY". Below this is a large grid for recording deposits, with columns for "DATE", "CURRENCY", "COINS", "CHECKS", and "TOTAL". A red box highlights the "LOCATION #641532" field. Another red box highlights the "TOTAL" field, which contains the number "1000". A red arrow points to the "MICR" line at the bottom, which contains the number "6410321000".

Payee Positive Pay

PNC offers Positive Pay services. Positive Pay, when used in conjunction with other ARP plans, complements the internal security measures that you use to protect checks. We'll work closely with the City to verify that only authorized checks are paid.

PNC's fraud prevention tools can help you reduce disbursement risk:

- **Positive Pay and Payee Positive Pay** — Timely access to information also helps you to identify exception items sooner and reconcile disbursement account activity more quickly and accurately.
- **Teller Positive Pay** — With Teller Positive Pay, checks presented for payment at PNC branches will be matched against the issue information you provide.
- **Point of Sale Positive Pay** — With PNC's Point-of-Sale Positive Pay service, you send us a daily file of your issue data and we will match it against what is presented for payment at a nationwide network of participating retail locations.

See the standard formats for Payee Positive Pay below:

Position	Length	Field Type	Data Element	Comments
1	10	Numeric	Bank Account	As assigned by PNC. 9876543210 (sample)
2	10	Numeric	Check Serial Number	This must match the check number encoded on the MICR line of your check. Your file is not required to be in serial number order. 300 (sample)
3	11	Numeric	Issue Amount	The amount of the check. Do not use +/- or dollar (\$) signs. \$1.11 = 1.11 (sample)
4	10	Numeric	Issue Date	For an Issue, either the date that the check was cut or the actual distribution date is acceptable. For a Void you must use the date on which the file is transmitted to the Bank. Format MM/DD/YYYY= 07/31/2008 (sample).
5	50	Character	Payee Name 1	This must match exactly to what is printed on the check for Payee Line 1. Left justified, blank fill.
6	50	Character	Payee Name 2	This must match exactly to what is printed on the check for Payee Line 2. Left justified, blank fill.

Additionally, PNC offers a custom mapping tool to assist with importing Payee Positive Pay:

Custom Format Mapping

Enter numbers to indicate the field mapping order. Maximum value is 99.

Field Name	Position	Maximum Length	Required	Definitions
Account Number		10	Yes	The account used to fund payment of your issued checks.
Serial Number		10	Yes	The check number.
Issue Amount		11	Yes	The issue amount with the format of XXXXXXXX.XX. Note the placement of the decimal point prior to the last two characters.
Date		10	Yes	Issue Date or Void Date.
Add'l Data		15	No	Optionally include. Should not contain commas for comma-separated files. Use blank fill if there is no value for fixed width files.
Payee Name 1		50	No	Optionally include. Should not contain commas for comma-separated files. Use blank fill if there is no value for fixed width files.
Payee Name 2		50	No	Optionally include. Should not contain commas for comma-separated files. Use blank fill if there is no value for fixed width files.
Action		1	Yes	Include (I=Issue, V=Void).

ACH Positive Pay

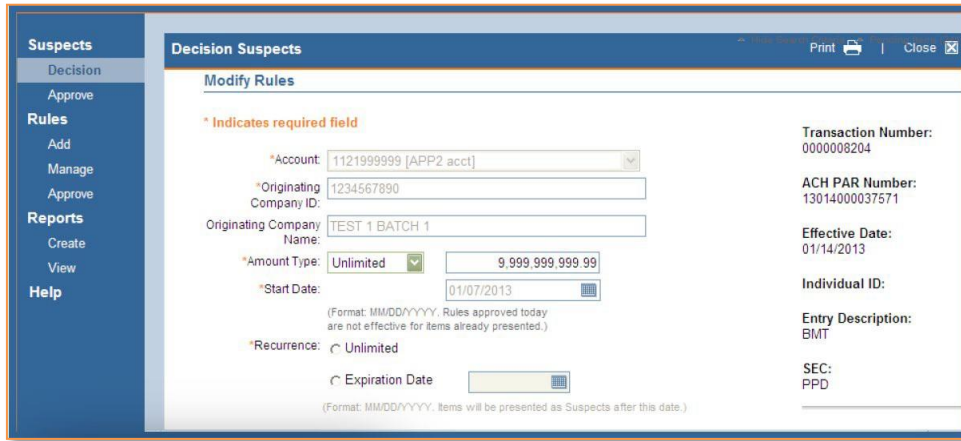
You may choose to block all ACH debits presented to your account. As an option, you can view these returned items through PINACLE® reporting.

In addition, we offer the PINACLE® ACH Positive Pay service.

ACH Positive Pay filters ACH debits presented to your account to help you avoid unauthorized ACH debits while allowing authorized debits to pay automatically. ACH Positive Pay uses the originating (sender's) company ID to identify authorized originators, allowing rules creation and suspects decisions and approval directly. You can further refine which debits to automatically pay by specifying allowable dates, amounts, frequency or number of occurrences. Any ACH debits not automatically paid based on your established rules can be reviewed online, where you can decision the entries to be paid or returned, in addition, you may create a new authorization rule based on the entry. Any unauthorized ACH debits

are returned before they are posted to your account. All suspects not matching your rules are presented daily at 8:00 a.m. ET, with decisions required by 7:30 p.m. ET.

With ACH Positive Pay, you can select a default decision of suspects for each account set up with the service. The default decision is either pay or return the suspects if no decisions were submitted on the suspects by 7:30 p.m. ET on that banking day, and PNC will act on those items based on your default decision.



Decision Suspects [Print] [Close]

Modify Rules

*** Indicates required field**

*Account: 1121999999 [APP2 acct]

*Originating Company ID: 1234567890

Originating Company Name: TEST 1 BATCH 1

*Amount Type: Unlimited 9,999,999,999.99

*Start Date: 01/07/2013
(Format: MM/DD/YYYY. Rules approved today are not effective for items already presented.)

*Recurrence: Unlimited

*Expiration Date: [Calendar Icon]
(Format: MM/DD/YYYY. Items will be presented as Suspects after this date.)

Transaction Number: 0000008204

ACH PAR Number: 13014000037571

Effective Date: 01/14/2013

Individual ID:

Entry Description: BMT

SEC: PPD

The ACH Positive Pay module offers multiple levels of security. Secondary approval of rules helps give you additional control over approving suspect debits presented for your review.

Available user reports include:

- **Details Report** — Displaying detailed activity for authorized items, as well as all items presented as suspects. Suspects indicate if a decision has been submitted or if the item still requires action.
- **Summary Report** — Displaying summary level account activity such as number of transactions and total amounts of Suspects Paid, Suspects Returned and Authorized Items for a specific date.
- **Account Status Report** — Providing general information as to the service option (i.e., ACH Positive Pay, Debit Block) for each account, its status, number of rules, and how converted checks are processed.
- **Rules Report** — Providing a list of all rules.

Available administrator reports include:

- Entitlements report lists the functional elements to which a specific user or role has been granted access.
- Audit report logs all user activity by date, time, user and action.

Additionally, event notifications are available to help you further manage the suspects with the ACH Positive Pay module by providing timely notifications with any suspects and rules to decision and/or approve.

Create Notifications

Awaiting Approval

ACH
[Batches Pending Authorization](#)
Customize your notification by defining a batch amount threshold.

ACH
[Templates Pending Approval](#)
Be notified of templates requiring approval.

Informational

ACH POSITIVE PAY
[Transaction Activity Available](#)
Be notified when authorized transactions are received.

Notification and Alert Delivery Status **ON**

Category

☐ Administration	1
☒ Awaiting Approval	7
☐ Balances & Transactions	4
☐ Exceptions & Rejections	5
☒ Informational	9
☐ Statements & Reporting	4

Module

☒ ACH	2
☒ ACH Positive Pay	1
☐ ARP Statements	1

Choose from 12 event notification options to customize your alerts.

Access to PINACLE is a system requirement.

Lockbox

PNC's lockbox services date back to the mid-1950s and have expanded across the United States and Canada. In 2000, we implemented a new image-based receivables solution called Integrated Receivables. This platform has continued to expand in functionality to become a comprehensive paper and electronic receivables portal with strong exception management, transaction alerts and workflow functionality across payment types.

In 2003, PNC began working with REMITCO to provide our retail lockbox processing. REMITCO, which was acquired by Deluxe Corporation in 2018, is a recognized leader in retail lockbox remittance processing. Their sophistication, dedication to the industry and track record as one of the finest processors in the business enables PNC to offer superior processing and powerful image-based service options seamlessly to our clients.

In addition to making available advanced image capabilities, REMITCO's commitment to meet PNC's standards of service and processing quality means we can help provide high-quality service to the City.

Under our arrangement, the sales and customer service team at PNC is your primary contact, and as such, will maintain your relationship and take full responsibility for the delivery of your retail lockbox services. REMITCO has been offering retail lockbox processing for more than 20 years.

Technical Requirements/OCR Processing

- OPEX 150 and 50/51 extraction stations are used to open mail pieces.
- Work units are established for payments returning the scannable remittance coupon and those without the coupon.
- Non-scannable items are processed consistent with the wholesale process described above.
- Separate work units are established for scannable items with single and multiple OCR documents.
- Any item that is not a check or a coupon is considered correspondence; client-specific lockbox instructions advise the extraction clerk whether to discard envelopes and check stubs or to include them as correspondence which can be scanned, physically returned or discarded.
- For any transaction with correspondence, a two-part Transaction Identification Document (TID) is used containing a unique bar code. The TID acts as the control mechanism linking the correspondence images captured during the scanning process with the corresponding check and coupon images.
- For each multiples transaction, the extraction clerk inserts a multiple TID header into the work unit followed by one or more coupons/checks. During the scanning process and subsequent workflow stages, the presence of the multiples header will define the transaction boundaries for both balancing and output generation.
- Scannable work units are processed through a high-speed document scanner, capturing both check and remittance document images.
- Once the image capture is complete, an unattended Intelligent Character Recognition (ICR) process performs a variety of image modification and data capture tasks, including the capture of OCR scan line details from the coupon image, identification of coupons with change of address information and capture/validation of check amount and MICR line from each check image.
- ICR uses the amount on the coupon as the target. If the check amount matches the target amount and if ICR is sufficiently confident in the accuracy of these values, the check amount is confirmed.
- If ICR can't validate either the check amount or MICR line information, the item is routed for operator check keying.
- Coupons that cannot be validated sufficiently are routed to coupon correction or keying where the keying operator views the images using an interface that is optimized for rapid scan line data entry.
- As data entry is performed, the application uses client specific rules logic including check digit algorithms to validate the data.
- Items will be presented in manual review if the transaction includes multiple checks or multiple coupons that may need applied payment amounts. Absence of a one-to-one relationship between checks and coupons necessitates a keying operator to decide how to apply payment.
- Balanced transactions are immediately routed for deposit. Unbalanced transactions are handled based on client-specific rules.

Credit Card Processing

- We can process transactions for which the payer has provided credit card information as their payment option.
- PNC operators obtain offline credit card authorization using IC Verify or PC Charge.
- Approved transactions are processed and integrated within your lockbox transactions, with the respective payment amount included.
- Declined transactions can be separately batched or physically returned to you for further handling.
- Our system redacts the card number from the document image. Card information transcribed on the document is obscured on all forms of image output including web pages, CD-ROMs and image transmissions.

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID number on your check.

Billing ID Number	90136138929
Invoice Number	57467908
Due Date	mm/dd/yyyy
Total Due	\$92.54

Kathy Davis
1745 Production St
City, ST 00005

☐ Please check here if your address location has changed, and complete the reverse side.

TO PAY BY MASTERCARD, VISA, DISCOVER, OR AMERICAN EXPRESS, FILL OUT BELOW:

☒ MASTERCARD	☐ VISA	☐ DISCOVER	☐ AMERICAN EXPRESS
Card Number			
Expiration Date		Payment Amount	
mm/yy		\$92.54	
Cardholder Signature			
Kathy Davis			

Please make check payable to:

Receivables Solutions Inc
PO Box 991979
Any City ST 00099-1979

690136138929574679080000000925400000009254574679083811

Credit Card Transaction ID G-3306187

Lockbox	PGH-991979	Ledger Date	04/16/2012	Amount	\$92.54
ADJ/RT	?	Batch	802	Item	1

Transaction-level Keyed Fields

Remitter Name	KATHY DAVIS	Customer Number	90136138929	Credit Card Number	XXXX-XXXX-XXXX-2222
Expiration Date	1212	Credit Card Amount	\$92.54		

Invoice-level Keyed Fields

Page 1

Invoice	Invoice Number	Invoice Amount
1	57467908	\$92.54

Envelope

Page 1 (B)

3.3 Banking Services

Specific services of the selected bank will include, but not be limited to the following:

3.3.1 Account Information

The City uses a combination of concentration, zero-balance, and disbursement accounts as well as separate bank accounts. The City reserves the right to open additional accounts during the contract period at the price proposed.

PNC acknowledges this requirement.

Deposits to the concentration account will be retained in that account until the funds become available at which time, they will be considered collected balances. Any balances remaining in the concentration account at close of business, including wire transfers received before the Federal Reserve cutoff may be automatically invested in an overnight investment instrument by the Bank.

If an investment sweep service is employed by the City, PNC acknowledges this requirement. A hybrid or "Interest on Excess Earnings Credit" structure may be also be selected by the City.

Zero-balance accounts will be reimbursed from or swept by the concentration account at the close of the business day. Transfers between the accounts will be charged to the City as internal transfers and not as external wire transfers. All zero-balance account transfers will take place automatically without initiation by the City.

PNC acknowledges this requirement.

An earnings credit will be granted on the available balance in the concentration account at 6:00 PM EST (including any EFT transfers received after 6:00 PM EST). The balance at 6:00 PM EST is interpreted to include any EFT transfers received during the day, less any outgoing EFT's. The daily earnings credit rate ("ECR") specified for the available funds on deposit will be based on the Target Federal Funds Rate plus or minus a set spread.

Earnings Credit Rate is applied to the average collected balance in the accounts over a period of a month. Earnings credit cannot be applied at 6pm, as ACH batches are authorized until 8pm for settlement. ECR will be applied to the average collected balance at the close of each business day.

In the event that the concentration account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula as the earnings credit allowance. There will not be hard penalties assessed, such as overdraft fees, on any negative balance.

The compensation for overdraft interest rate is the Prime Rate +3% less the earnings credit rate. There is an additional fee that may be assessed at an account level if an account level monthly average balance is in a negative position. That is assessed at the earnings credit rate.

All per item charges will remain fixed over the life of any resulting contracts. An adjustment in per item charges may be necessary based on price changes by the Federal Reserve System. Adjustments in per item charges will only be allowed under the following conditions:

- a. The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's fee schedules, on or after the effective date of the adjustments.

Acknowledged.

- b. Changes in the Federal Reserve fee schedules must be final, and not proposed;

Acknowledged.

- c. Bank will provide the City a copy of the Federal Reserve System's notification supporting the adjustment.

Acknowledged.

The daily ECR specified for the available funds on deposit will be based on the Target Federal Funds Rate (Intended Federal Funds Rate) plus or minus a set spread.

Each analysis month, the Earnings Credit Rate will be equal to 60% of the Target Federal Funds Rate (when set as a range, the top end of that range) then in effect, currently 0.30%.

Please provide a breakdown of how the ECR will be calculated and applied in Form 13 (Earnings Credit Rate, Excess Earnings Balance Rate, and Other Compensating Credits). Include any FDIC or Reserve Requirement fees if applicable.

The Earnings Credit Rate (ECR) and Account Balance Fee (ABF) are discretionary rates we set after considering the overall interest rate environment, your other available investment options and the competitive environment. The respective amounts are calculated as follows:

- ECR Calculation (monthly):
Average Collected Balance \$ x ECR rate x month (# of days in billing month / # days in calendar year)
- ABF Calculation (monthly):
Average Ledger Balance \$ / 1,000 x ABF per unit price*

3.3.2 Compensating and Excess Balances

All activities for the City will be paid for through compensating balances. Compensating balances required to fund the banking costs will be funded using the following guidelines:

In the event the City's balances do not fund the compensating balance requirements in their entirety the City will be billed by direct invoice and a debit to the main account may be issued.

Positive compensating balances as reflected by the group level account analysis will be settled monthly. The method to be used will be the direct payment method to the extent that the cost of services exceeds the earnings credit amount generated by account balances. The City will have any excess balances after the service charges are paid invested using the same Target Federal Funds Rate plus or minus a set spread. However, this may be a different spread than what was used in the ECR calculation. The interest income generated from these excess balances will then be deposited into the City's concentration account no later than the 10th business day of the following month.

Should the City desire to add services not contemplated in the RFP, those charges could be covered by compensating balances or by direct invoice, as directed by the City.

We accept compensation by fee, balance, or a combination of both. Regardless of which option you choose, the prices are the same — there is no surcharge for fee compensation.

If you maintain a balance in a non-interest-bearing checking account, you'll receive an earnings credit that is applied to offset your fees. If you maintain a balance in an interest-bearing checking account, we'll charge fees monthly, as there is no earnings credit on such accounts.

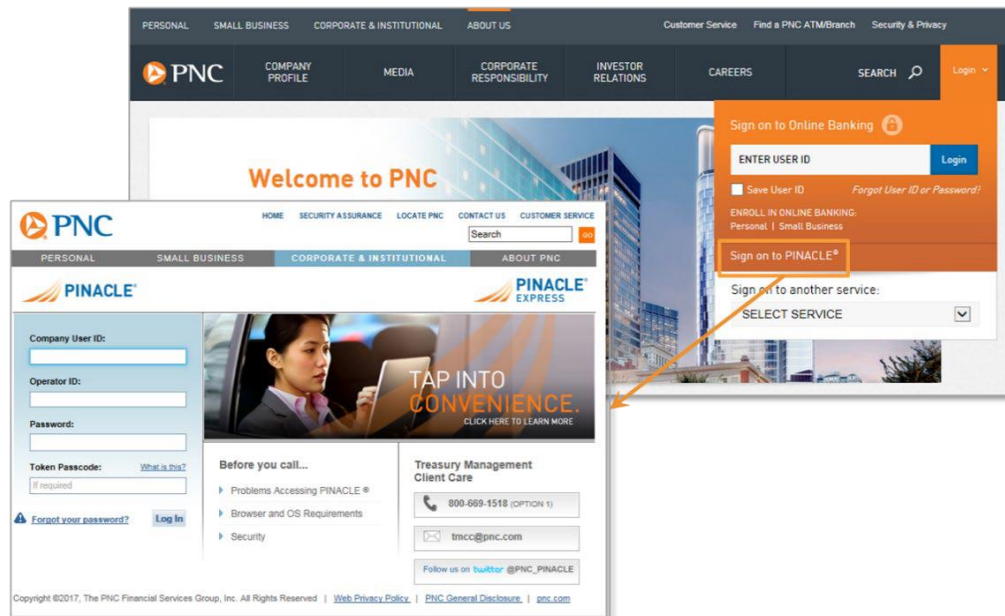
Interest is paid on the last day of the month following the interest calculation. This is the same processing day of the debit to the main account if compensating balances do not cover the service charges. For example, March interest or fees owed, is processed on April 30th or the last business day of April.

3.3.3 Online Portal and Reporting Services

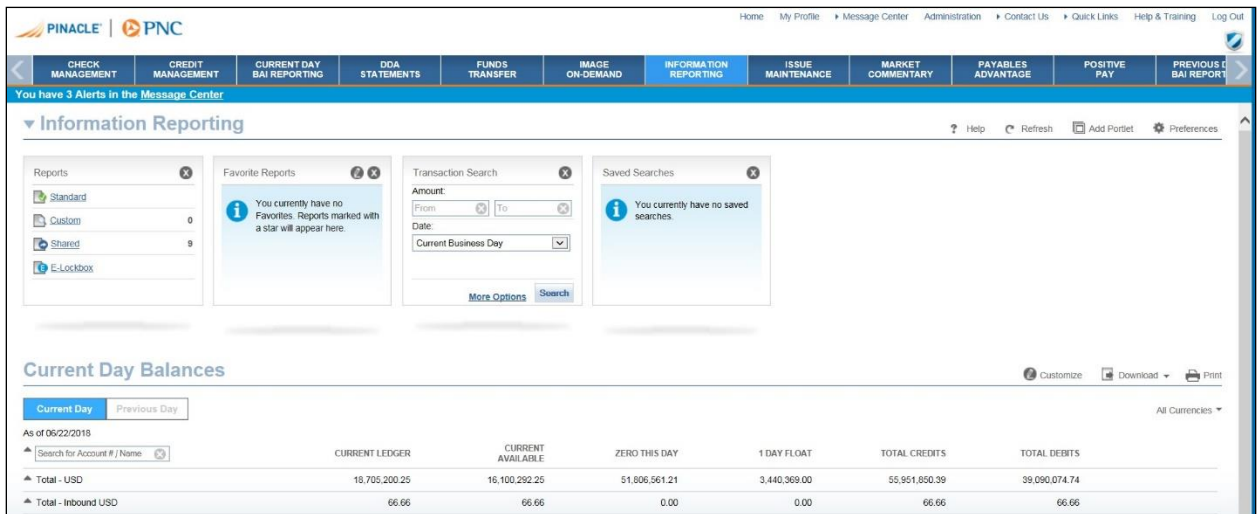
Online portal services should include, but are not limited to, daily detailed and summary balance reporting of the previous banking day with the following minimum information:

In your fast-moving industry, it's crucial that you can securely access your financial management tools to perform key treasury management functions and make informed financial decisions, whether you're in the office or on the go. PINACLE® lets you log in from any PC or from your iPad, iPhone or Android mobile phone or tablet using the PINACLE® Mobile App.

To offer a seamless user experience, you'll have access to PINACLE PassSM, a mobile token app that enables you to generate a token passcode used to secure your transactions, on your mobile device.



You'll have quick access to both current day and previous day information with PINACLE[®]. We offer the option to customize information reporting, so you can create and view reports that contain the information most important to you.



Current Day Balances

As of 05/22/2018

	CURRENT LEDGER	CURRENT AVAILABLE	ZERO THIS DAY	1 DAY FLOAT	TOTAL CREDITS	TOTAL DEBITS
▲ Total - USD	19,705,200.25	16,100,292.25	51,806,561.21	3,440,369.00	55,951,850.39	39,090,074.74
▲ Total - Inbound USD	66.66	66.66	0.00	0.00	66.66	66.66

Current and Previous Day Reporting provides you with quick access to transaction information.

Reports can be viewed within the portal or you may opt to have them emailed to you on a regular schedule. Secure emailed reports arrive password-protected or delivered via Transport Layer Security (TLS) encryption and can be sent to up to 10 additional recipients. All standard, custom and shared reports are available via email, including current and previous day reports.

a. Ledger balance

PINACLE® information reporting and PINACLE® previous day BAI reporting use the same transaction types, and include the following:

Previous Day BAI Code List	▪ Closing Ledger ▪ Opening Available ▪ Closing Available	▪ One Day Float ▪ Two + Day Float
Summary Credits	▪ Total Credits ▪ Lockbox Deposits ▪ ACH Credits ▪ Real Time Payment Credits ▪ Deposits ▪ Wire Transfer In	▪ Intl Money Transfer CR ▪ ZBA Credits ▪ Credit Adjustments ▪ Other Credits ▪ PNC Transfer Credits
Summary Debits	▪ Total Debits ▪ ACH Debits ▪ Real Time Payment Debits ▪ Checks Paid ▪ Wire Transfers Out ▪ Intl Money Trans DB	▪ Deposit Items Returned ▪ ZBA Debits ▪ Debit Adjustments ▪ Other Debits ▪ PNC Transfer Debits
Detail Credits	▪ Lockbox Deposits ▪ ACH Credits ▪ Real Time Payment Credit ▪ Deposits ▪ Money Transfer Credits Other ▪ Money Transfer Credits - Wire ▪ Intl Money Trans Credit ▪ Security Credits ▪ Return Items	▪ ZBA Credits ▪ Corporate Cash Sweep Credits ▪ Detail Credit Adjustments ▪ Currency and Coin Deposited ▪ Miscellaneous Credits ▪ PNC Bank Transfer Credits ▪ Other Credits
Detail Debits	▪ ACH Debits ▪ Real Time Payment Debit ▪ Checks Paid ▪ Money Transfer DB – Other ▪ Money Transfer DB – Wire	▪ Cash Contribution ▪ Cash Withdrawal ▪ Interest Income ▪ Interest Expense ▪ Ending Balance

	▪ Intl Money Transfer Debits ▪ Security Debit ▪ Ending Investment Balance ▪ Investment Description ▪ Redemption Amount ▪ Target Balance ▪ Available Cash ▪ Beginning Balance	▪ Credit Line ▪ Total Available Liquidity ▪ Credit Line Description ▪ Investment Balance ▪ Credit Line Borrowed ▪ Investment Amount ▪ Redemption Amount
Previous Day Sweep	▪ Ledger Balance ▪ Float ▪ Collected Balance ▪ Beginning Investment Balance ▪ Dividend Reinvested Amount	▪ Interest Paid in Cash ▪ Dividend Reinvested Amount ▪ Dividend Paid in Cash ▪ Investment Amount

b. Available (or collected) balance

You can use PINACLE® to create several customized reports for previous day balances and transactions, and you can filter reports by accounts, transaction type and date range. The following reports are available:

- Previous day summary report
- Previous day detail report
- Previous day summary and detail report
- Previous day deposit subtotal report
- Previous day balance report
- Previous day Working Cash Sweep® report

Previous Day Summary and Detail Report					Previous Day Summary and Detail Report																																																																																																																																																																																																																																																																																																									
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PNC, PITTSBURGH 043000096 USD Illinois 1099999999					1099999999 - Illinois corp. Credit Transactions cont. Deposits Detail Deposits <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$193,598.92</td><td>0000000000</td><td>\$6,521.92</td><td>\$136,510.00</td><td>\$50,567.00</td></tr> <tr> <td></td><td>DEPOSIT 0000000000</td><td></td><td></td><td></td></tr> <tr> <td>\$193,598.92</td><td>Detail Deposits Total</td><td>\$6,521.92</td><td>\$136,510.00</td><td>\$50,567.00</td></tr> <tr> <td>\$193,598.92</td><td>Deposits Total</td><td></td><td></td><td></td></tr> </table> Lockbox Deposits <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$27,504.60</td><td>00000002277</td><td>\$100.60</td><td>\$26,857.00</td><td>\$547.00</td></tr> <tr> <td></td><td>WHL5 LXB DEP 2277 777777777</td><td></td><td></td><td></td></tr> <tr> <td>\$14,435.00</td><td>00000002277</td><td>\$411.00</td><td>\$13,860.00</td><td>\$164.00</td></tr> <tr> <td></td><td>WHL5 LXB DEP 2277 111111111</td><td></td><td></td><td></td></tr> <tr> <td>\$41,939.60</td><td>Lockbox Deposits Total</td><td>\$511.60</td><td>\$40,717.00</td><td>\$711.00</td></tr> </table> Other Credits Miscellaneous Credits <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$8,460.00</td><td>12121212121</td><td>\$8,460.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>PNC MERCHANT DEPOSIT 2323232323</td><td></td><td></td><td></td></tr> <tr> <td>\$1,850.00</td><td>12121212121</td><td>\$1,850.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>PNC MERCHANT DEPOSIT 12121212121</td><td></td><td></td><td></td></tr> <tr> <td>\$10,310.00</td><td>Miscellaneous Credits Total</td><td>\$10,310.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td>\$10,310.00</td><td>Other Credits Total</td><td></td><td></td><td></td></tr> </table> Wire Transfer In Money Transfer CR-Wire <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$10,390.00</td><td>110816022454</td><td>\$10,390.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>FED WIRE IN 111111 ORIGINATOR:OTHER PNC FORMAL NATIONAL BANK</td><td></td><td></td><td></td></tr> <tr> <td></td><td>ABA 031100212 BENEFICIARY PNC TEST SERVICE INC AC111111111</td><td></td><td></td><td></td></tr> <tr> <td></td><td>TRN 110816022454 FEDREF 01010 DATE 001228 TIME 1601</td><td></td><td></td><td></td></tr> <tr> <td>\$10,390.00</td><td>Money Transfer CR-Wire Total</td><td>\$10,390.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td>\$10,390.00</td><td>Wire Transfer In Total</td><td></td><td></td><td></td></tr> <tr> <td>\$291,274.32</td><td>Credit Transactions Total</td><td></td><td></td><td></td></tr> </table> Debits ACH Debits <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$26,240.78</td><td>09278900004294</td><td>\$26,240.78</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT. FNBWEBACH</td><td></td><td></td><td></td></tr> <tr> <td>\$7,412.68</td><td>09278901377795</td><td>\$7,412.68</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda</td><td></td><td></td><td></td></tr> <tr> <td>\$1,093.32</td><td>09278901380168</td><td>\$1,093.32</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT. AUTOCAR</td><td></td><td></td><td></td></tr> <tr> <td>\$167.01</td><td>09278900002647</td><td>\$167.01</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CDC Cust Name: TSS COL Addenda: 705TXP1999999999C N0001090815T1167012E</td><td></td><td></td><td></td></tr> <tr> <td>\$100.00</td><td>00000000000</td><td>\$100.00</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>123456789012345 SETTLEMENTPNC SERVICES</td><td></td><td></td><td></td></tr> <tr> <td>\$22.01</td><td>09278900000268</td><td></td><td></td><td></td></tr> <tr> <td></td><td>ACH CREDIT RECEIVED - Cust ID: 12341 Desc: PAYROLL Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CTX Cust Name: 001R-ADDENDA Addenda: See EDI Report</td><td></td><td></td><td></td></tr> <tr> <td>\$55,035.80</td><td>ACH Credits Total</td><td>\$55,013.79</td><td>\$0.00</td><td>\$0.00</td></tr> </table>					Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$193,598.92	0000000000	\$6,521.92	\$136,510.00	\$50,567.00		DEPOSIT 0000000000				\$193,598.92	Detail Deposits Total	\$6,521.92	\$136,510.00	\$50,567.00	\$193,598.92	Deposits Total				Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$27,504.60	00000002277	\$100.60	\$26,857.00	\$547.00		WHL5 LXB DEP 2277 777777777				\$14,435.00	00000002277	\$411.00	\$13,860.00	\$164.00		WHL5 LXB DEP 2277 111111111				\$41,939.60	Lockbox Deposits Total	\$511.60	\$40,717.00	\$711.00	Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$8,460.00	12121212121	\$8,460.00	\$0.00	\$0.00		PNC MERCHANT DEPOSIT 2323232323				\$1,850.00	12121212121	\$1,850.00	\$0.00	\$0.00		PNC MERCHANT DEPOSIT 12121212121				\$10,310.00	Miscellaneous Credits Total	\$10,310.00	\$0.00	\$0.00	\$10,310.00	Other Credits Total				Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$10,390.00	110816022454	\$10,390.00	\$0.00	\$0.00		FED WIRE IN 111111 ORIGINATOR:OTHER PNC FORMAL NATIONAL BANK					ABA 031100212 BENEFICIARY PNC TEST SERVICE INC AC111111111					TRN 110816022454 FEDREF 01010 DATE 001228 TIME 1601				\$10,390.00	Money Transfer CR-Wire Total	\$10,390.00	\$0.00	\$0.00	\$10,390.00	Wire Transfer In Total				\$291,274.32	Credit Transactions Total				Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$26,240.78	09278900004294	\$26,240.78	\$0.00	\$0.00		ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT. FNBWEBACH				\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00		ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda				\$1,093.32	09278901380168	\$1,093.32	\$0.00	\$0.00		ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT. AUTOCAR				\$167.01	09278900002647	\$167.01	\$0.00	\$0.00		ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CDC Cust Name: TSS COL Addenda: 705TXP1999999999C N0001090815T1167012E				\$100.00	00000000000	\$100.00	\$0.00	\$0.00		123456789012345 SETTLEMENTPNC SERVICES				\$22.01	09278900000268					ACH CREDIT RECEIVED - Cust ID: 12341 Desc: PAYROLL Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CTX Cust Name: 001R-ADDENDA Addenda: See EDI Report				\$55,035.80	ACH Credits Total	\$55,013.79	\$0.00	\$0.00	Account Balance Summary <table> <tr> <td>Closing Ledger</td><td>\$254,764.00</td><td>Opening Available</td><td>\$203,193.00</td></tr> <tr> <td>Closing Available</td><td>\$2,000.00</td><td>1 Day Float</td><td>\$201,193.00</td></tr> <tr> <td></td><td></td><td>2 + Day Float</td><td>\$51,571.00</td></tr> </table> Total Credits Total Debits <table> <tr> <td>Total Credits</td><td>\$256,338.52</td><td>7 Item(s)</td></tr> <tr> <td>Total Debits</td><td>\$555,742.62</td><td>4 Item(s)</td></tr> </table> Credit Summary <table> <tr> <td>ACH Credits</td><td>\$100.00</td><td>1 Item(s)</td></tr> <tr> <td>Deposits</td><td>\$193,598.92</td><td>1 Item(s)</td></tr> <tr> <td>Lockbox Deposits</td><td>\$41,939.60</td><td>2 Item(s)</td></tr> <tr> <td>Other Credits</td><td>\$10,310.00</td><td>2 Item(s)</td></tr> <tr> <td>Wire Transfer In</td><td>\$10,390.00</td><td>1 Item(s)</td></tr> </table> Debit Summary <table> <tr> <td>ACH Debits</td><td>\$1,705.35</td><td>1 Item(s)</td></tr> <tr> <td>Other Debits</td><td>\$375,285.00</td><td>1 Item(s)</td></tr> <tr> <td>Wire Transfer Out</td><td>\$100.00</td><td>1 Item(s)</td></tr> <tr> <td>ZBA Debits</td><td>\$178,652.27</td><td>1 Item(s)</td></tr> </table> Credits					Closing Ledger	\$254,764.00	Opening Available	\$203,193.00	Closing Available	\$2,000.00	1 Day Float	\$201,193.00			2 + Day Float	\$51,571.00	Total Credits	\$256,338.52	7 Item(s)	Total Debits	\$555,742.62	4 Item(s)	ACH Credits	\$100.00	1 Item(s)	Deposits	\$193,598.92	1 Item(s)	Lockbox Deposits	\$41,939.60	2 Item(s)	Other Credits	\$10,310.00	2 Item(s)	Wire Transfer In	\$10,390.00	1 Item(s)	ACH Debits	\$1,705.35	1 Item(s)	Other Debits	\$375,285.00	1 Item(s)	Wire Transfer Out	\$100.00	1 Item(s)	ZBA Debits	\$178,652.27	1 Item(s)	ACH Credits <table> <tr> <th>Amount</th><th>Reference Number</th><th>0-Day Float</th><th>1-Day Float</th><th>2+Day Float</th></tr> <tr> <td></td><td>Reference Detail</td><td></td><td></td><td></td></tr> <tr> <td>\$26,240.78</td><td>09278900004294</td><td>\$26,240.78</td><td>\$0.00</td><td>\$0.00</td></tr> <tr> <td></td><td>ACH CREDIT</td></tr></table>	Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float		Reference Detail				\$26,240.78	09278900004294	\$26,240.78	\$0.00	\$0.00		ACH CREDIT
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ACH Debits	\$1,705.35	1 Item(s)																																																																																																																																																																																																																																																																																																												
Other Debits	\$375,285.00	1 Item(s)																																																																																																																																																																																																																																																																																																												
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ZBA Debits	\$178,652.27	1 Item(s)																																																																																																																																																																																																																																																																																																												
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PINACLE® information reporting and current day BAI reporting use the same transaction types, and include the following:

Current Day BAI Code List	▪ Closing Ledger	▪ One Day Float
	▪ Opening Available	▪ Two + Day Float
	▪ Closing Available	▪ Zero This Day
Summary Credits	▪ Total Credits	▪ Stop Payments
	▪ Lockbox Deposits	▪ ZBA Credits
	▪ ACH Credits	▪ Reverse Check
	▪ Real Time Payment Credits	▪ Credit Adjustments
	▪ Deposits	▪ Other Credits

	▪ Wire Transfer In ▪ Intl Money Transfer CR	▪ PNC Transfer Credits ▪ ARP Credit ADJ
Summary Debits	▪ Total Debits ▪ ACH Debits ▪ Real Time Payment Debits ▪ Checks Paid ▪ Wire Transfers Out ▪ Intl Money Trans DB ▪ Deposit Items Returned ▪ ZBA Debits ▪ Total CDA Debits	▪ First Presentment ▪ Second Presentment ▪ Required Funding AMT ▪ Debit Adjustments ▪ Other Debits ▪ Credit to Funding Account ▪ PNC Transfer Debits ▪ ARP Debit ADJ ▪
Detail Credits	▪ Lockbox Deposits ▪ ACH Credits ▪ Real Time Payment Credit ▪ Deposits ▪ Money Transfer Credits Other ▪ Money Transfer Credits – Wire ▪ Intl Money Trans Credit ▪ Security Credits ▪ Stop Payment ▪ Return Items	▪ ZBA Credits ▪ Corporate Cash Sweep Credits ▪ Detail Credit Adjustments ▪ Currency and Coin Deposited ▪ Reverse Check ▪ Miscellaneous Credits ▪ PNC Bank Transfer Credits ▪ ARP Credit Adjustments ▪ Other Credits
Detail Debits	▪ ACH Debits ▪ Real Time Payment Debit ▪ Checks Paid ▪ Money Transfer DB – Other ▪ Money Transfer DB – Wire ▪ Intl Money Transfer Debits ▪ Security Debit ▪ Deposited Items Returned ▪ Overdraft Fees	▪ CDA Checks Paid ▪ Corporate Cash Sweep Debits ▪ Detail Debit Adjustments ▪ Currency and Coin Shipped ▪ Miscellaneous Fees ▪ Miscellaneous Debits ▪ PNC Bank Transfer Debits

- ZBA Debits

- ARP Debit Adjustments

- Other Debits

A sample current day summary and detail report is included below.

Current Day Summary and Detail Report

As of Date: February 13, 2018

PNC, PITTSBURGH	043000096 USD
Illinois	1099999999

Account Balance Summary

Current Ledger	\$6,233,640.67	Zero This Day	\$6,937,112.68
Current Available	\$5,712,648.67	1 Day Float	\$1,050,126.00
		2 + Day Float	\$229,158.00
Total Credits	\$8,227,120.24	66 Item(s)	
Total Debits	\$2,691,691.87	109 Item(s)	

Credit Summary

ACH Credits	\$1,104.08	10 Item(s)
Deposits	\$629,613.39	15 Item(s)
Irrev Money Transfer Credits	\$110,444.05	1 Item(s)
Lockbox Deposits	\$630,932.72	15 Item(s)
Other Credits	\$45,779.57	15 Item(s)
PNC Bank Transfer Credits	\$10,043.48	2 Item(s)
Wire Transfer In	\$6,794,635.06	7 Item(s)
ZBA Credits	\$4,567.89	1 Item(s)

Debit Summary

ACH Debits	\$38,914.56	4 Item(s)
Checks Paid	\$135,850.52	79 Item(s)
Debit Adjustments	\$33,255.39	1 Item(s)
Deposit Items Returned	\$572.26	2 Item(s)
Irrev Money Transfer Debits	\$161,053.19	1 Item(s)
Other Debits	\$1,133,004.60	7 Item(s)
PNC Bank Transfer Debits	\$8,403.86	1 Item(s)
Wire Transfer Out	\$944,622.09	10 Item(s)
ZBA Debits	\$536,015.40	4 Item(s)

Credits

ACH Credits

Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float
	Reference Detail			
\$26,240.78	0927800004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			
\$26,240.78	0927800004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			
\$26,240.78	0927800004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			

This report includes terms and images received today but not yet posted. They are subject to verification and adjustment.

Page 1 of 23

This report includes items and images received today but not yet posted. They are subject to verification and adjustment.
Page 1 of 23

Current Day Summary and Detail Report				
As of Date: February 13, 2018				
1099999999 - Illinois cont.				
Credit Transactions cont.				
ACH Credits cont.				
Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float
Reference Detail				
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda				
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda				
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda				
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR				
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR				
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR				
\$375.16	000000000000	\$375.16	\$0.00	\$0.00
1234X5F6XXXXX XXXX-YY-Z XXXX-YY-Z				
\$271.99	000000000000	\$271.99	\$0.00	\$0.00
1234567890 EDI PAYMTS VVXYZ				
\$167.01	09278000002647	\$167.01	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E				
\$167.01	09278000002647	\$167.01	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E				
\$167.01	09278000002647	\$167.01	\$0.00	\$0.00
ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E				
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
123456789012345 SETTLEMENTPNC SERVICES				
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
123456789012345 SETTLEMENTPNC SERVICES				
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
123456789012345 SETTLEMENTPNC SERVICES				
\$77.25	000000000000	\$77.25	\$0.00	\$0.00
67890123 EDI MISC VVXYZ TREAS 123				

This report includes items and images received today but not yet posted. They are subject to verification and adjustment.
Page 2 of 23

d. Daily detail of account transactions including investment transactions

With PINACLE®, you have access to the tools and resources needed to manage your receivables and payables to help move the City forward:

- View all lockbox details (including international)
- Facilitate ACH transactions
- Initiate and track domestic and international wire transfers
- Initiate request for wire transfer from your foreign bank account (SWIFT 101)

- Transfer funds from one PNC account to another
- Place and cancel stop payments, inquire on paid checks and review images of paid checks
- Manage all of your outgoing payments
- Manage your credit obligations
- Manage your investments
- Manage all the details of your paper returns
- Manage all of your escrow balances
- Manage a variety of international trade services
- Manage foreign currencies through PNC Multicurrency accounts, PNC Canada Branch and your other foreign bank accounts

e. [Detail information for all ACH transactions](#)

Available through PINACLE®.

f. [Next day download of deposits, credits, debits, transfers and adjustments to accounts](#)

Available through PINACLE®.

g. [All addenda records available for incoming EFT and ACH deposits](#)

You will have access to several current day reports, all of which you can customize and filter by account, transaction or date range. You can choose from the following current day reports:

- Current day summary report
- Current day detail report
- Current day summary and detail report
- Current day deposit subtotal report
- Current day cash position report
- Current day-controlled disbursement account (CDA) totals report
- Current day CDA summary report
- Current day balance report
- Outstanding check report

A sample current day summary and detail report is

Current Day Summary and Detail Report

As of Date: February 13, 2018

PNC, PITTSBURGH	043000096 USD
Illinois	1099999999

Account Balance Summary

Current Ledger	\$6,233,640.67	Zero This Day	\$6,937,112.68
Current Available	\$5,712,648.67	1 Day Float	\$1,050,126.00
		2 + Day Float	\$229,158.00
Total Credits	\$6,227,120.24	66 Item(s)	
Total Debits	\$2,891,691.87	109 Item(s)	

Credit Summary

ACH Credits	\$1,104.08	10 Item(s)	
Deposits	\$629,613.39	15 Item(s)	
Inst Money Transfer Credits	\$110,444.05	1 Item(s)	
Lockbox Deposits	\$630,932.72	15 Item(s)	
Other Credits	\$45,779.57	15 Item(s)	
PNC Bank Transfer Credits	\$10,043.48	2 Item(s)	
Wire Transfer In	\$6,794,635.06	7 Item(s)	
ZBA Credits	\$4,567.89	1 Item(s)	

Debit Summary

ACH Debits	\$35,914.56	4 Item(s)	
Checks Paid	\$135,850.52	79 Item(s)	
Debit Adjustments	\$33,255.39	1 Item(s)	
Deposit Items Returned	\$572.26	2 Item(s)	
Inst Money Transfer Debits	\$161,053.19	1 Item(s)	
Other Debits	\$1,133,004.60	7 Item(s)	
PNC Bank Transfer Debits	\$8,403.86	1 Item(s)	
Wire Transfer Out	\$844,622.09	10 Item(s)	
ZBA Debits	\$536,015.40	4 Item(s)	

Credits

ACH Credits

Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float
	Reference Detail			
\$26,240.78	09278000004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			
\$26,240.78	09278000004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			
\$26,240.78	09278000004294	\$26,240.78	\$0.00	\$0.00
	ACH CREDIT SETTLEMENT - Company Name: TSS COMPANY 1 Desc: TEST TRANS SETT: PNBWEBACH			

This report includes items and images received today but not yet posted. They are subject to verification and adjustment.

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Current Day Summary and Detail Report

As of Date: February 13, 2018

1099999999 - Illinois cont.

Credit Transactions cont.

ACH Credits cont.

Amount	Reference Number	0-Day Float	1-Day Float	2+Day Float
	Reference Detail			
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda			
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda			
\$7,412.68	09278901377795	\$7,412.68	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 123456789012345 Desc: CASH TRANS Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: PPD Cust Name: CONSUMER 3 CHK C Addenda: No Addenda			
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
	ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR			
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
	ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR			
\$1,093.32	09278901380189	\$1,093.32	\$0.00	\$0.00
	ACH CREDIT RETURN - Company Name: RETURN SETTLE Desc: RETURN Batch Desc: GENERATED SETT: AUTOCAR			
\$375.16	000000000000	\$375.16	\$0.00	\$0.00
	1234X5F6XXXX XXXX-YY-Z XXXX-YY-Z			
\$271.99	000000000000	\$271.99	\$0.00	\$0.00
	1234567890 EDI PAYMTS WXYZ			
\$167.01	092780000002647	\$167.01	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E1			
\$167.01	092780000002647	\$167.01	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E1			
\$167.01	092780000002647	\$167.01	\$0.00	\$0.00
	ACH CREDIT RECEIVED - Cust ID: 1999999999 Desc: PA TAXES Comp Name: TSS COMPANY 1 Comp ID: 1999999999 SEC: CCD Cust Name: TSS COL Addenda: 705TXP*1999999999*CN000*090815*T*16701*2*E1			
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
	123456789012345 SETTLEMENTPNC SERVICES			
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
	123456789012345 SETTLEMENTPNC SERVICES			
\$100.00	000000000000	\$100.00	\$0.00	\$0.00
	123456789012345 SETTLEMENTPNC SERVICES			
\$77.25	000000000000	\$77.25	\$0.00	\$0.00
	67890123 EDI MISC WXYZ TREAS 123			

This report includes items and images received today but not yet posted. They are subject to verification and adjustment.

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h. Stop payments and positive pay activity

Available through PINACLE®.

i. Returned items images

You can search for and view images in PINACLE®. The PINACLE® Information Reporting and Return Item Special Report enable you to view an image within the report. You can click on the hyperlink to launch the image viewer for the selected item. Our PINACLE® Image On-Demand service provides you with quick access to images, enabling you to search for images of detailed transactions.

j. Controlled disbursement notification

Yes, using PINACLE®, the City can customize the type of notifications you would like your users to receive. On the home page, users are able to create notifications for each module within PINACLE®. This is a self-service feature and customizable based on what notifications you would like to receive.

k. ACH preload verification, ACH Positive Pay

Available through PINACLE®.

Minimize Errors and Prevent Fraud

PNC Account Verification Services can help you reduce the opportunity for misdirected payments (including fraud). This can limit exceptions and increase confidence that a payment will not be returned. If you're using PNC Account Verification Services before initiating the transaction and an account number is invalid or the account owner does not match, you'll be notified.

Input	Response
You provide account details: ▪ Routing Number ▪ Account Number ▪ Customer Name You may also provide payment and customer details: ▪ Amount ▪ Check Number ▪ Address ▪ Date of Birth ▪ Social Security Number ▪ Phone Number	An inquiry will include the account status information returned by the Verification Service. A response code indicates: ▪ Account Status ▪ Individual Name or Business Name ▪ Tax ID Number (SSN/ITIN/EIN) ▪ Date of Birth ▪ Address ▪ Phone Number

You may use this service to validate bank accounts on a one-time basis when a customer enrolls in your payment options. PNC Account Verification Services can be used as a standalone service or in conjunction with PNC's broader payments capabilities.

PNC also offers Positive Pay services. Positive Pay, when used in conjunction with other ARP plans, complements the internal security measures that you use to protect checks. We'll work closely with the City to verify that only authorized checks are paid.

PNC's fraud prevention tools can help you reduce disbursement risk:

- **Positive Pay and Payee Positive Pay** — Timely access to information also helps you to identify exception items sooner and reconcile disbursement account activity more quickly and accurately.
- **Teller Positive Pay** — With Teller Positive Pay, checks presented for payment at PNC branches will be matched against the issue information you provide.
- **Point of Sale Positive Pay** — With PNC's Point-of-Sale Positive Pay service, you send us a daily file of your issue data and we will match it against what is presented for payment at a nationwide network of participating retail locations.
- **Reverse Positive Pay** — With PNC's Reverse Positive Pay service, you can review your prior day's paid checks, view images of these checks, make corrections and submit your return instructions, all through one online tool.

I. Account reconciliation services

We offer both full and partial reconciliation that is the core reconciliation that supports the Positive Pay fraud protection services, that we strongly recommend for all clients

- **Partial Reconciliation Service** — The Partial Reconciliation Service provides a reconciliation report listing each check. Report information includes check number, amount and date paid. No input is required from you.

- **Full Reconciliation Service** — The Full Reconciliation Service provides both outstanding and paid check information. You provide a transmission containing the check number, date of issue, and dollar amount of each check issued during the statement period. The issue information is matched against the paid check information to provide comprehensive reconciliation reports.

m. **Daily BAI2 data feeds for automatic import or manual upload to ERP system**

Transaction activity is available in BAI version II format. You may also choose to export information from PINACLE® to other applications in five file formats: .csv, .xls, .pdf, .xml and .rtf.

n. **Images of all deposit tickets and checks deposited**

3.3.4 Reconciliation Services

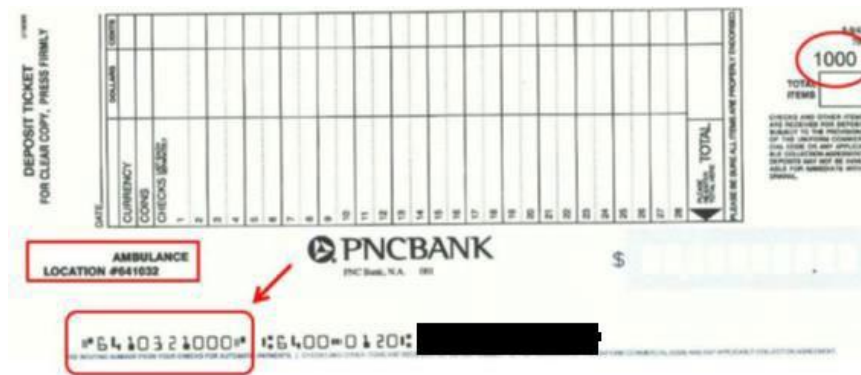
The ability to download payment and deposit data by the next business day is required through the online portal. Respondent must have the capability to effectively reconcile accounts between the respondent and the City by direct transmissions.

A deposit reconciliation service is required to establish unique numbers for each depositing location. This unique number would be located on the deposit ticket and each check deposited would be tracked by the particular deposit ticket. Cancelled checks must be received in a format compatible with the Oracle Cash Management Module for interface into our financial system. Individual transactions must be posted foreach non-sufficient fund item presented.

Cancelled checks and other transactions can be downloaded into a format that is compatible with Oracle Cash Management Module. Transaction activity is available in BAI version II format.

PNC would like to meet with the City to understand if a Full Deposit Reconciliation services is needed. PNC can capture deposit locations without it. Understanding the process with the City's current provider will better position PNC to provide the best possible solution at the lowest cost.

PNC recommends the use of a two-tiered deposit ticket. The deposit ticket should contain a location number for the entity making the deposit and a sequential numbering scheme to help achieve control and simplify reconciliation. See sample below.



The image shows a sample PNC Bank deposit ticket. At the top, it says "DEPOSIT TICKET FOR CLEAR COPY, PRESS FINALLY". Below this is a large table with columns for "DATE", "CURRENCY", "CHECKS", "DOLLARS", and "CENTS". The table is mostly empty. To the right of the table, there is a "TOTAL" section with a "TOTAL" label and a "1000" value circled in red. Below the table, there is a "PNC BANK" logo and the text "PNC Bank, N.A. (B)" and "\$". At the bottom, there is a red box containing the text "AMBULANCE LOCATION #641032" and another red box containing the text "6410321000". A red arrow points from the "AMBULANCE LOCATION #641032" box to the "6410321000" box. There is also a red box containing the text "6410321000" and a red box containing the text "6410321000".

Respondent must have the capability to provide full reconciliation services with positive-pay protection services. Images of all paid items should be provided through the online portal. Respondent must make available canceled check images through the online portal (front and back of canceled checks), sorted by check number on a monthly basis. The online portal must produce archival quality documents.

PNC Acknowledges this requirement.

Respondent must have the capability to provide reports and images through the online portal in pdf or Excel format.

PNC is able to provide Positive Pay services as well as Account Reconciliation services with reporting through PINACLE®.

PNC offers Positive Pay services. Positive Pay, when used in conjunction with other ARP plans, complements the internal security measures that you use to protect checks. We'll work closely with the City to verify that only authorized checks are paid.

We have a comprehensive reporting package that offers flexibility in a user-friendly environment through PINACLE®, our online banking portal.

3.3.5 Positive Pay, ACH Payments and ACH Debit Blocking

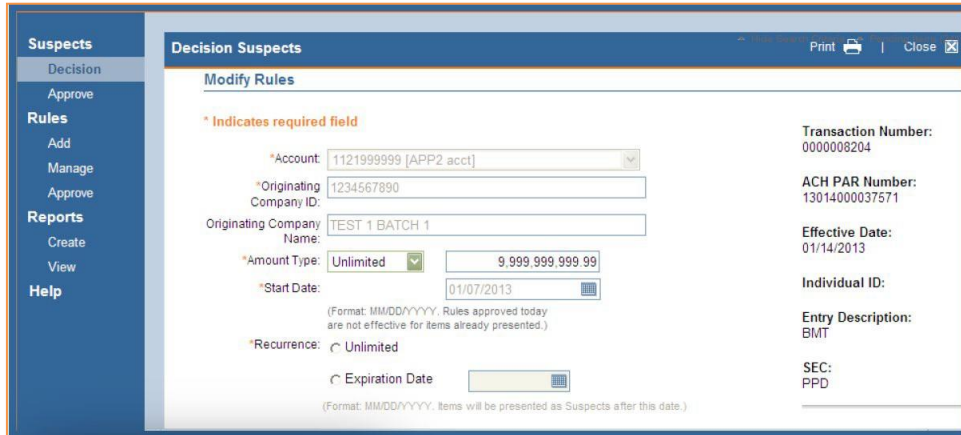
Respondent must provide positive pay, ACH payments and ACH blocking services.

All of these services are available at PNC. Yes, you may choose to block all ACH debits presented to your account. As an option, you can view these returned items through PINACLE® reporting.

In addition, we offer the PINACLE® ACH Positive Pay service.

ACH Positive Pay filters ACH debits presented to your account to help you avoid unauthorized ACH debits while allowing authorized debits to pay automatically. ACH Positive Pay uses the originating (sender's) company ID to identify authorized originators, allowing rules creation and suspects decisions and approval directly. You can further refine which debits to automatically pay by specifying allowable dates, amounts, frequency or number of occurrences. Any ACH debits not automatically paid based on your established rules can be reviewed online, where you can decision the entries to be paid or returned, in addition, you may create a new authorization rule based on the entry. Any unauthorized ACH debits are returned before they are posted to your account. All suspects not matching your rules are presented daily at 8:00 a.m. ET, with decisions required by 7:30 p.m. ET.

With ACH Positive Pay, you can select a default decision of suspects for each account set up with the service. The default decision is either pay or return the suspects if no decisions were submitted on the suspects by 7:30 p.m. ET on that banking day, and PNC will act on those items based on your default decision.



The ACH Positive Pay module offers multiple levels of security. Secondary approval of rules helps give you additional control over approving suspect debits presented for your review.

Available user reports include:

- **Details Report** — Displaying detailed activity for authorized items, as well as all items presented as suspects. Suspects indicate if a decision has been submitted or if the item still requires action.
- **Summary Report** — Displaying summary level account activity such as number of transactions and total amounts of Suspects Paid, Suspects Returned and Authorized Items for a specific date.
- **Account Status Report** — Providing general information as to the service option (i.e., ACH Positive Pay, Debit Block) for each account, its status, number of rules, and how converted checks are processed.
- **Rules Report** — Providing a list of all rules.

Available administrator reports include:

- Entitlements report lists the functional elements to which a specific user or role has been granted access.
- Audit report logs all user activity by date, time, user and action.

Respondent should have a real time update of positive pay upon receipt of a “checks issued file” for all checks presented for payment, including being available to tellers for in person transactions by payees. If a real time update is not available, please specify the timing on batch updates. Respondent shall also have the ability to provide ACH blocking and filtering services for ACH debits.

Positive Pay exception item details and images may be viewed through the Positive Pay module within PINACLE®, PNC’s corporate online and mobile banking portal.

Checks presented for cashing at the teller line are validated against the ARP issue file to determine if the check is part of your issue file, the dollar amount is correct, stale date or stopped. This is done through PNC’s Teller Positive Pay service with Positive Pay. If the account provides the Payee Name, that too will be presented to the teller for determining encashment.

The batch times for check issue data to be processed is below:

The bank will process all issues and voids submitted at 5:00 a.m., 7:30 a.m., 8:45 a.m., 10:30 a.m., 11:45 a.m., 1:45 p.m., 2:45 p.m., 4:00 p.m., 5:15 p.m., 7:15 p.m., and 10:00 p.m. (ET) each business day. Anything submitted after 10:00 p.m. (ET) will be processed the next business day at 5:00 a.m. (ET).

The City will transmit files for interface out of the Oracle Payables Module for both check and ACH payments. Files containing all check issued information will be automatically sent to the respondent through system processes for positive pay services which will contain check serial number, payee and dollar amount, at a minimum. There must be compatibility to receive both positive paycheck and ACH files in the format generated by the Oracle Payables Module. Checks presented on City's accounts for payment will be handled per the payment instructions provided to the respondent by the City.

The City can deliver a consolidated payment execution file from Oracle. Data requirements vary by payment type. PNC also supports standard EDI 820, XML, IDOC and DSV formats for all payment types. We also support other file formats if they provide the required data elements for the payment types being implemented. In these cases, we require documentation that defines the file format and where PNC can locate the required data elements.

Respondent shall report discrepancies electronically through its online portal. respondent must provide the City with the ability to authorize or reject both check and ACH payments. The City must be able to manually enter checks issued via the online portal.

You can notify PNC of pay/return decisions on check and ACH discrepancies via PINACLE®.

The deadline for notifying you of Positive Pay exception items is 11:11 a.m. ET. The client Positive Pay decisioning deadline is 3:00 p.m. ET.

Manual issues and deletes (voids) can be sent to PNC via the PINACLE® Issue Maintenance Modules.

The City currently does not use EPay but is interested in this program if available by the respondent and compatible with the City's Oracle Payables Module.

In 2001, PNC introduced and executed the **first payer-driven solution that automated card-based settlement of supplier transactions**. With PNC's ActivePay® solution, your procurement, matching, vouchering, and approval processes remain unaffected, with card settlement introduced at the point of payment. Rather than relying on direct connections and information exchange between you and each trading partner, ActivePay® leverages the existing Visa network for transaction processing and settlement.

ActivePay® enables the creation of card-based payments to suppliers for invoices that have been approved for payment within your accounts payable application. Initiating these payments is achieved by simply generating a "commercial card payment file" from your accounts payable system and transferring the authorized payment data to ActivePay®.

PNC's web based ActivePay® platform can interface with all major ERP applications, including Oracle.

Total Card Potential with PNC

Conservative Spend Estimates of \$4.5MM+

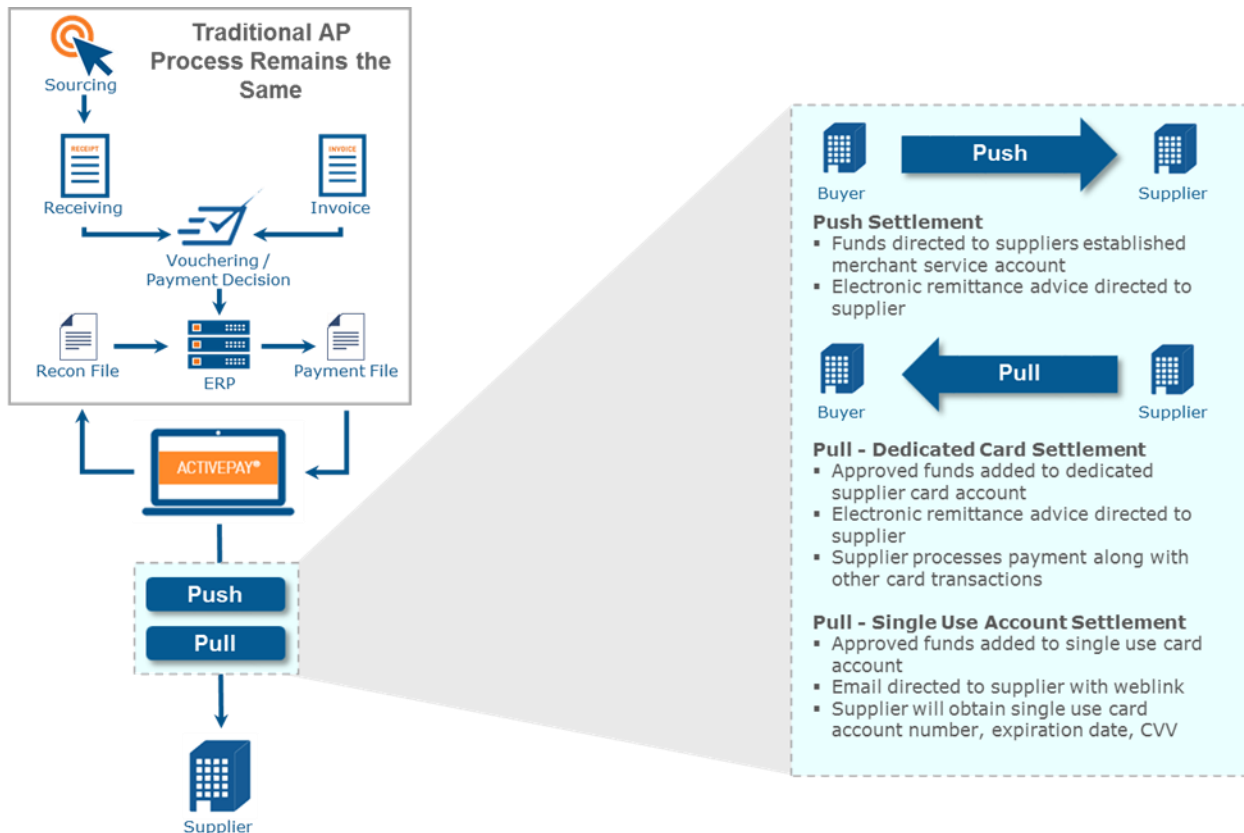
Existing Pcard Spend of \$2.2MM+

Purchasing Card Rebate @ 1.65% based upon above spend

Potential Annual rebate of \$110,500+*

* vendor analysis to be shared during finalist round

Once a “commercial card payment file” is received by ActivePay®, a remittance advice is created and communicated to each supplier via email or fax providing the supplier with all the invoice and payment details they need to reconcile. Approved funds — exactly equal to the amount you approved — are either pushed through the Visa network directly to your supplier’s merchant account for settlement (the “push” settlement method) or settled based upon supplier initiation through the supplier’s merchant service account (the “pull” settlement method). The “pull” settlement method can be configured with either a dedicated card account per vendor or a single use ghost account (SUGA) per transaction. In the case of SUGA, the supplier’s remittance advice contains a secure PIN protected link that is used to access the card number, expiration date, and CSC for that payment. The A/P payment origination file format requirements are quite flexible, but typically include the payment amount, vendor reference information and other data elements traditionally provided along with payment (invoice level detail, etc.). Data can be delivered through several channels, including web upload, integration with PNC’s Integrated Payables portal, direct transmission (secure FTP or FTP with PGP encryption), or PNC scheduled file retrieval. With this solution, ActivePay® retains control over the amount and timing of these available funds.



Benefits with this solution include:

- Retention of current procurement, matching, vouchering, and approval processes
- Provides a free payment alternative to the traditional fee-based payment types
- Extends float, increasing cash flow
- Provides a rebate incentive paid when annual spend targets are achieved
- Increases payment control and improves transaction risk management

As part of the ActivePay® implementation process, PNC provides data analysis and mapping services to determine the appropriate settlement option (i.e., push vs. pull settlement) based on your preferences and the preferences and capabilities of each of the suppliers enrolled in the program. Based on the settlement option, PNC will work with you to produce the required data elements within your payment origination file, allowing you to submit a single file that includes both “push” and “pull” payments. The following overview provides a detailed overview of the “push” and “pull” settlement processes.

Recurring Supplier Payment Solutions

Pull Settlement Method



Push Settlement Method



“Push” Settlement Process Overview

PNC’s ActivePay® easy-to-use Push technology enables you to control both the timeliness and content of Purchasing Card transactions. ActivePay® interfaces with the top acquiring networks enabling a buyer to initiate settlement of card payments directly to a supplier’s merchant account. With this approach, supplier payments within the respective Accounts Payable system can be exported and delivered to PNC, with the approved payment credited directly into the identified supplier merchant service account.

ActivePay® will also produce a remittance advice that can be sent to the appropriate supplier via email or fax, alerting them that their respective merchant service account has been funded for a specified amount. The remittance advice communicates a notification that funds have been pushed into the suppliers’ respective merchant account and also provides payment detail for cash application. For each of your suppliers, you can specify an email address(es) or fax number where the remittance advice should be sent. This remittance advice is presented in a standard format such as plain text, html, or a PDF and can include all elements submitted in the original request.

“Push” Settlement Process

- Transactions are authorized for payment in the same manner currently used for existing A/P payments.
- Card payments are “flagged” and transmitted to PNC in a file generated by your A/P system.
- PNC interfaces client data to the ActivePay® technology platform.
- Supplier database is maintained within the ActivePay® technology platform.
 - Merchant settlement account and corresponding email address or fax number for remittance advice delivery for each supplier is warehoused within database.
 - Database is compliant with Payment Card Industry (PCI) standards as governed by Visa.

- The supplier ID contained within the “commercial card payment file” is cross-referenced within the supplier profile database. Settlement of the transaction is automatically initiated on the supplier’s behalf to their merchant account and a remittance advice is triggered to the supplier via e-mail or fax.
- The remittance advice communicates a notification that funds have been pushed into the suppliers’ respective merchant account and also provides payment detail for cash application.

“Pull” Settlement Process Overview

For those suppliers that would prefer a supplier-initiated settlement method, ActivePay® can support the following options: suppliers can choose to retain a dedicated supplier card number, they can choose to retain a PIN number which will give them access to a Single Use Ghost Account number upon payment, or they can choose to have a Single Use Account number sent directly to them via fax upon payment.

ActivePay® produces a remittance advice that can be sent to the appropriate supplier via email or fax, alerting them that their dedicated card can be charged for the specified amount or providing them with access to a Single Use Ghost Account number for settlement. For each of your suppliers, you can specify an email address(es) or fax number where the remittance advice should be sent. This remittance advice is presented in a standard format such as plain text, html, or a PDF and can include all elements submitted in the original request.

“Pull” Dedicated Supplier Card Process

- Transactions are authorized for payment in the same manner currently used for existing A/P payments.
- Card payments are “flagged” and transmitted to PNC in a file generated by your A/P system.
- Dedicated supplier cards are established for each supplier that has agreed to be paid with this process. Supplier database is maintained within the ActivePay® technology platform.
 - Dedicated supplier card account and corresponding email address or fax number for remittance advice delivery for each supplier is warehoused within database.
 - Dedicated supplier cards are \$0 cards that are increased by the payment amount upon receipt of the “commercial card payment file” from your A/P system.
 - Database is compliant with Payment Card Industry (PCI) standards as governed by Visa.
- The supplier ID contained within the “commercial card payment file” is cross-referenced within the supplier profile database. The respective cards are funded for payment and a remittance advice is triggered to the supplier via e-mail or fax.
- The remittance advice communicates instruction to pull the funds from the suppliers dedicated card and also provides payment detail for cash application. The supplier initiates the transaction utilizing their established merchant card payment procedures.

“Pull” Single Use Ghost Account Process

- Transactions are authorized for payment in the same manner currently used for existing A/P payments.
- Card payments are “flagged” and transmitted to PNC in a file generated by your A/P system.
- Dedicated supplier PIN numbers are established for each supplier that has agreed to be paid with this process and want email delivery of their remittance advice. Fax delivery does not require a PIN number. Supplier database is maintained within the ActivePay® technology platform.
 - Dedicated supplier PIN number and corresponding email address or fax number for remittance advice delivery for each supplier is warehoused within database.

- Single Use Ghost Account Cards are funded to payment amount upon receipt of the “commercial card payment file” from your A/P system.
- Database is compliant with Payment Card Industry (PCI) standards as governed by Visa.
- The supplier ID contained within the “commercial card payment file” is cross-referenced within the supplier profile database. A Single Use Ghost Account is established for each payment and is funded for the payment amount. A remittance advice is triggered to the supplier via e-mail or fax.
- Email Delivery — The remittance advice provides a unique web link and communicates instruction to the supplier to click the link and enter their respective PIN number to be presented with a Single Use Card Account number, CSC and expiration date for settlement. The remittance advice also provides payment detail for cash application.
- Fax Delivery — The remittance advice provides a Single Use Card Account number, CSC, and expiration date for settlement. The remittance advice also provides payment detail for cash application. The supplier initiates the transaction utilizing their established merchant card payment procedures.

Reconciliation and Reporting Summary

As current procurement, receiving and vouchering activities are retained; primary payment history is typically managed from within the respective Vendor Master File and respective accounting system. If you require a “paid items” file to clear your payables, ActivePay® can provide an export of cleared payments for integration with your A/P application.

Reporting requirements generally revolve around the reconciliation of approved payments. The accumulated value of posted transactions will match the monthly billing statement provided by PNC. As with check-based processes, designated Accounts Payable or other control personnel will need to periodically monitor approved payments that remain outstanding. For items that remain outstanding beyond expected parameters, suppliers may need to be contacted to understand why the payment was not accepted and processed. Designated administrators/payables personnel can review outstanding approved payments online through ActivePay® and modify or close as appropriate.

One-time Supplier Payment Solutions:

ActivePay® Purchase Log Functionality

ActivePay® also offers options for paying suppliers outside of your automated workflow or payment processes through PNC’s ActivePay® Purchase Log functionality:

Off-Cycle Payments

- Initiate an off-cycle payment request into PNC’s ActivePay® approval workflow for recurring payments with merchants that are established in ActivePay®.
- Approvals are routed according to permissions set up in ActivePay®.
- Once the payment is approved, it proceeds according to your normal card payment process.

Non-Recurring or One-Time Supplier Payments

- This process enables an authorized user to create a Purchase Log or “Payment Request” for payment generation by inputting a purchase request for a specific dollar amount. This can be accomplished either online within ActivePay® or via a real-time web services XML interface from your legacy system to ActivePay®. This purchase log real-time interface capability works well with unique payment applications such as insurance claims and Healthcare providers. If the user is within authorized limits, they receive a Single Use Ghost Account (SUGA) number with expiration date and CSC to be sent to the merchant for payment. If the request is outside the user’s

authorized limits the Purchase Log posts to a queue for approval or rejection. Upon approval, a Single Use Account number, CSC and expiration date will be presented. Credit limits are raised to the purchase dollar amount when the Purchase Log is approved.

- Flexible SUGA delivery options: ActivePay® online presentment of 16-digit account number, CSC and expiration date. Direct supplier delivery of 16-digit account number, CSC code and expiration date through email or fax.

Exact Match Authorization Capabilities:

PNC can support the ability to control our dedicated accounts payable vendor ghost accounts and our single use ghost accounts (SUGA) with our enhanced Exact Match Authorization service.

The ActivePay® Exact Match feature is an optional service that can be used in conjunction with PNC's ActivePay® point of payment solution. It offers further control of your payments by restricting authorization of the payment to specific dollar amounts. For dedicated accounts payable vendor ghost accounts, Exact Match enables up to 25 unique payment amounts per card to be stored online at any given time. Because you are assured payments are processed only for the amounts you specify, you'll see:

- Enhanced security
- Increased controls around higher value strategic payments
- Improved management of higher volume and problem vendors
- A reduction in manual transaction reconciliation activities
- Increased back-office efficiency

For merchants with recurring payments in ActivePay®, you may choose to use the Exact Match feature for all or just select vendors. Additionally, for one-time purchases, you can choose to enable the Exact Match feature on a per transaction basis.

3.3.6 Remote Deposit Services

Although the City does not extensively use remote capture to scan customer check payments and electronically send the images to the bank for credit to our account, the City is interested in such a program that would create a flat file of check payments captured by the existing cashing program and send the file to the bank at the end of each business day for deposit. The City is interested in exploring remote deposit services or similar solutions offered that would accomplish this task. Indicate costs, equipment requirements, timing of transmissions and availability of funds.

You receive and process many checks and need to convert your paper processing to an electronic check-image system. You want an efficient way to accelerate funds availability and reduce the costs associated with check-image processing, and you want your implementation to be simple.

Our Image Cash Letter (ICL) service uses your existing imaging infrastructure to capture images of consumer and business checks received at your office and transmit them to us for processing.

With ICL, the City of Hollywood can:



Accelerate funds availability and reduce paper check processing inefficiencies with Remote Deposit Options!



- Streamline deposit preparation
- Expedite funds availability
- Reduce the costs, time and risks involved with transporting paper checks to the bank

Our average monthly volumes during 2021 were:

Number of images	4.8 million
Dollars	\$7.3 billion
Percentage image exchange	100%
Percentage IRD conversion	0

Alternative Solutions:

PNC's Deposit On-Site® services are designed to help you streamline deposit preparation and eliminate multiple trips to the bank, whether you are at your desk or on the go. You can easily capture images of the consumer and business checks you receive and then transmit the check images to PNC for processing, helping you to reduce administrative time and expense. And, since fewer depository accounts are required in multiple locations, you can also reduce the banking fees you incur.

Deposit On-Site® Web

In order to scan checks, authorized accounts must be set up in your profile. Once the location and account are selected, an Enter Deposit Total field appears. You can enter the deposit amount, select "Start Capture" and scan your checks. The check total will be compared to the deposit ticket and deposit total entered prior to transmission.

The scanner images the front and back of check. Prior to completion, a list of all checks scanned is available for review. Errors are noted and must be fixed before completing a deposit.

After scanning checks, the Edit Item window can be used to enter the data for the custom fields if the custom fields are set up as editable. If custom fields are set up as mandatory, each check will be flagged and will require the operator to open the item and enter the required information. Once all data entry has been completed, and the deposit is balanced, the deposit is ready to transmit to PNC.

The system automatically determines if the deposit is in balance. If errors are detected, you have the ability to drill down to specific checks to fix issues. Once in balance, the deposit is ready to transmit to PNC.

Deposits can be queued up for a single transmission or can be transmitted as they are completed. Eight different deposit summary or detail reports are available within Deposit On-Site in formats including .pdf, .csv and .xls. The Deposit Detail Report includes check images (front and back) and can include custom field details.

Deposit On-Site® Mobile

PNC developed the mobile app specifically to serve the needs of corporations because companies today are on the move like never before. It's easy to download and easy to use, and it has the same security features you've come to expect with your desktop application.

- Mobile users access their mobile phone's associated app store to download PNC's Deposit On-Site® app at no charge.
- The mobile app authenticates and connects your user to the Deposit On-Site® service without ever storing your security credentials, data or check images.
- Mobile users create a new deposit by taking a picture of the check and entering the associated dollar amount.
- Deposit details can then be viewed from a mobile device.
- Mobile users can deposit more than one check per deposit and set up additional data entry fields at the deposit or check level. This enables a user to submit additional information about the deposits and check payments submitted for deposit on a mobile device.

Integration with Deposit On-Site® Web offers a true multi-channel solution your business can use Deposit On-Site® Mobile as your sole deposit channel or use the mobile channel in addition to your Deposit On-Site® web-based desktop scanner service.

Please see our pricing proposal for all fees, representing Image Cash Letter.



3.3.7 Negative Balance

In the unlikely event that the City were to overdraw a standalone account, creating a negative balance in the City's accounts collectively, all checks and/or ACHs presented for payment shall be paid. The Submitter agrees to promptly notify the City of the overdraft condition at which time the City will remediate immediately.

Interest on any overdrawn balances will be calculated using the same formula that the City receives interest on the Automatic Overnight Investment or ECR. Using this formula, the City will not receive any interest on overdrawn balances, nor will the City be required to pay any interest beyond this rate. No other additional fees will be charged.

PNC will work closely with the City to establish a daylight overdraft line. In addition, PNC monitors and works closely with clients to verify that overdraft positions are not fraudulent, before paying outstanding payments. Overdraft fees are at the full discretion of PNC but will be evaluated on a case by case basis.

In the normal course of business, the City's Treasurer or designee shall confirm wires or ACH transfers that will result in a daylight overdraft in a zero-balance account. No service fee shall be charged to the City for daylight overdrafts that are resolved through automated zero balance sweeps.

Please refer to our pricing for information related to Zero Balance sweeps.

3.3.8 Automatic Overnight Investments

The respondent agrees to automatically invest the remaining collected balance, above the floor established to offset banking service fees. Please provide details of alternative account structures or programs that would be of a similar benefit to the City, if any. Provide the details of the current programs available.

As interest rates continue to fluctuate, it's important to consider alternatives for your excess cash. To meet those needs, we offer several investment tools to enable the City to manage excess liquidity and invest over the short-term. With PNC, the City will be able to:



Maintain liquidity while earning a market competitive return. PNC Nassau Sweep offers you a U.S. dollar-denominated deposit in PNC's Nassau Bahamas branch as the investment vehicle.



Diversify your short-term investments and benefit from professionally managed funds. PNC's Money Market Fund Sweep offers you the choice of investing in a wide range of government and treasury funds.



Invest excess cash and save on interest expenses. PNC's Line of Credit Sweep funds to and from a line of credit and an investment account. There are two investment options available with this service: PNC Nassau Sweep or Money Market Mutual Funds (BlackRock, Fidelity and PNC). This service is the only sweep service that may be set up with a Line of Credit to use when you don't have investment funds from which to draw (subject to credit approval).



Receive a market-competitive interest rate that's FDIC-insured. MMDA Sweep offers you a PNC Money Market Deposit Account (MMDA) as your investment vehicle. You set a target balance and floor balance, and balances above your target balance will automatically be swept into your investment account daily.

Also, please note that customers can now set an investment cap on all sweep services (PNC Nassau Sweep, Line of Credit and Money Market Funds). The investment cap allows clients to set a maximum amount on their investment balance. Once this balance is reached, excess funds will no longer sweep to the investment. This is a perfect solution for clients who have investment policies with balance restrictions.

Our hybrid checking account, also called our Corporate Analysis Checking with Interest ("Hybrid"), is an analyzed checking account that applies an Earnings Credit Rate (ECR) to offset fees. Any balances in excess of the balance required to offset fees will earn competitive interest.

With this type of account, the City of Hollywood will receive the following benefits:

- Excess balances automatically earn a rate of interest
- No requirement to manage a target balance or transfer of investment dollars
- Consolidation of operating and reserve cash in a single account

The average monthly investable balance is used to calculate earnings credit on the account. A monthly analysis on the account(s) will be performed to determine if the balance is sufficient to compensate for that month's fees. Note, this

account does charge an account balance fee. Balances used to compensate for fees shall not earn interest. Interest is paid on the last business day of the month following the month of activity. Example: Interest accrued from 6/1/2021 to 6/30/2021 will be paid on 7/31/2021.

PNC is proposing this structure to the City of Hollywood.

3.3.9 Stop Payments

The City primarily uses positive pay cancel issue updates to manage their stop payment activity. However, on those few low volume accounts where positive pay is not practical the following stop payment protocol shall apply.

All stop payment orders are to be made electronically. On rare occasions it may be necessary to initiate stop payments by telephone. Upon receipt of the stop payment order, the respondent will immediately inform City electronically if the check has been cashed and provide an image of the cashed item. If not cashed, the respondent will provide an electronic confirmation of the stop payment. Cancellation of a stop payment order will be processed in the same manner as the stop payment order. All checks paid by the respondent after the above procedure has been adhered to will be the responsibility of the respondent.

The respondent will provide on-line access to information on cleared and stop payment checks. Stop payments will be transmitted to the respondent with inquiry capability against various accounts. Periodically, it will be necessary to place a stop payment on a block of checks. Whenever this block stop payment procedure is initiated, it will be considered one stop payment, regardless of the number of checks involved.

All stop payments will take effect on the date transmitted to the respondent and will be processed before any check presentments for that date. In addition, the stop payments will remain in effect for five (5) years.

You can place a stop payment request using the Check Management module on PINACLE®, PNC's corporate and online mobile banking portal, via direct transmission or manually via the Treasury Management client services team, including your Treasury Management Officer and Sales Associate. PINACLE® is available 7 days a week, 24 hours per day, outside of scheduled maintenance.

For stops placed via PINACLE®, you will see a stop payment confirmation that shows whether the stop has been accepted. We recommend that you perform a paid check inquiry prior to placing a stop payment to see that the check has not been paid.

The City can request a stop payment for an unlimited range of checks. All stop payments placed online via PINACLE® are available for 1 year, therefore stops will have to be renewed annually. There is a notification that can be setup to inform the City when a stop payment has expired, leading to easy renewal.

3.3.10 Lockbox Services

The City currently uses both retail and wholesale lockbox services. The City may elect to maintain its wholesale lockbox provider in addition to retail lockbox services. Please confirm that your bank is compatible with Deluxe (fka Remitco).

Since 2003, PNC has worked with REMITCO, a retail lockbox processor, to provide services to our clients. REMITCO's already strong service was further bolstered when it was acquired by Deluxe Corporation in August 2018.

In addition to making available advanced image capabilities, REMITCO's commitment to meet PNC's

standards of service and processing quality means we can deliver strong value to the City. Under our arrangement, the sales and service team at PNC is your primary contact, and as such, will maintain your relationship and take full responsibility for the delivery of your retail lockbox services. REMITCO has been offering retail lockbox processing for over 20 years.

Deluxe (fka REMITCO) will continue picking up your mail directly from the regional USPS facility using a bonded courier.

PNC's focus is on delivering an integrated receivables round-trip solution that encompasses the City of Hollywood's entire billing and accounts receivable process. **Our goal is to help you automate your receivables process, accelerate your collection cycle and reduce processing costs.**

With Integrated Receivables, you can transform the way you do business. Some of the advanced features currently available through Integrated Receivables include:

Comprehensive Receivables Solution — Delivers more than just a lockbox service — Integrated Receivables can provide access to electronic and paper-based payments from a single information stream.

ReConnect — Brings electronic payments and their associated remittance documents back together automatically and reports the complete transaction to you for a simplified, cash application process. ReConnect solves the problem of remittance data and dollars arriving separately — perhaps the single biggest factor limiting the adoption of ACH as a payment channel in the business-to-business (B2B) space. Based on our analyses and inquiries with many clients, we recognize that many companies are finding that more than 70% of their ACH receivables payments are being received without the necessary payment details to accomplish A/R posting. With ReConnect, we have clients achieving an 85%+ success rate for matching emailed remittance data with incoming ACH and wire payments — supporting better straight-through processing.

- **Virtual Batching** — Groups transactions according to the City's business rules, rather than the order in which they were received. This provides faster access to vital information that informs decision making and can expedite the resolution of exception items.
- **A/R Matching** — Improves the “hit rate” of invoices that can be posted automatically from transmission files we send by matching payment information captured from remittances processed within the lockbox against files received from your accounts receivable system (open invoice file).
- **Exception Manager** — Enables you to make corrections to transactions by modifying, adding or deleting invoice information prior to the generation of Integrated Receivables outputs.
- **Workflow Manager** — Allows transactions to be assigned to individual users for resolution/application, creating a “to do list” of transactions for an operator to work from, which includes reason codes.

Remittance On-Site — Enables you to scan check and remittance documents received at your office or in the field and have them treated as part of the lockbox workflow. Remittance On-Site is a first of its kind remote capture solution that is fully integrated with Integrated Receivables.

One of our last significant innovations was the addition of a Toronto processing site to our Integrated Receivables network (Atlanta, Boston, Chicago, Cleveland, Dallas, Los Angeles, Philadelphia and Pittsburgh). The Toronto site operates on the same technology platform as the rest of our network and gives clients the ability to consolidate U.S. and Canadian receivables with a single provider.

At PNC, we pride ourselves on the quality of our solutions, and this has been reflected in the annual Phoenix-Hecht Quality Index™ survey of large corporate organizations, where we have consistently been ranked as one of the top-rated providers. Our wholesale lockbox solution earned a 2020 Phoenix-Hecht A rating for product satisfaction and for processing accuracy among large corporates.

At a minimum, the respondent must perform the following:

a. Pick up all items in any lockbox at least once every business day;

Our deadline for same day ledger credit is 6:00 p.m. ET. The ledger cutoff time is not applicable to weekend or holiday processing as ledger credit is provided on the next business day.

Our goal is to process payments the same day as received. The last mail pickup available for same-day processing is typically between 7:00 a.m. and 9:00 a.m., local time for the processing site. Our ability to process items on a same-day basis may be impacted by a number of factors including mail receipt time, total mail volume received, processing requirements for your lockbox and requested end-of-day cutoff time. Each site monitors the amount of mail received along with processed volume on a daily basis.

b. All checks and bills that are to be accepted and processed should be entered into the Submitter's computer system by customer account number and amount on the same day they are picked up;

Current day lockbox activity is updated throughout the day, coinciding with our check transit deadlines. Lockbox activity from the twilight and midnight shifts is updated to PINACLE® as early as 6:30 a.m. ET. The update time for the day's total lockbox activity is dependent on your specified end-of-day cutoff time. Current day PINACLE® updates occur at 6:30 a.m., 8:30 a.m., 9:30 a.m., 10:00 a.m., 11:15 a.m., 1:00 p.m., 3:00 p.m. and 9:30 p.m. ET. All lockbox receipt information will be keyed, imaged, and uploaded on PINACLE for the City to view.

c. Provide an electronic file of the lockbox information and/or contents specific to the City's requirements.

Deposit and balance reporting information is available through PINACLE®, PNC's corporate online and mobile banking portal. You can choose to receive deposit information via fax. PNC can send transaction information through PINACLE® to another bank or non-bank vendor (data exchange) or directly to your Treasury Management workstation via BAI transmission.

Current day lockbox reporting is dependent on client selected deposit frequency and timing. Our standard end-of-day deposit time is 6:00 p.m. ET, but we will work with you to determine effective deposit time(s).

PNC has the capability to provide same-day float information for lockbox deposits. Timing is dependent on deposit deadline(s) selected.

d. Provide the City with all correspondence received with the check and/or stub with account number identified.

We can either scan correspondence or return it to the City using your selected mailing method.

e. Test the scanability of the payment coupon (remittance advice) before any documents are actually processed. Documents that are subsequently rejected by the processing equipment, and later found to be scannable will not be charged to the City. Only documents that fail the scanning process twice will be rejected and billed to the City.

PNC maintains development, test, quality assurance (QA) and production environments for the ongoing maintenance and development of the service. PNC does not expose these environments directly to clients but will process your test files in the appropriate environment before migrating you to full production.

3.3.11 Ebox Services

The City currently uses ebox services to facilitate the electronic deposit of funds from other banking institutions and third party providers' bill payer services.

Provide an electronic file of the ebox information and/or contents specific to the City's requirements.

PNC's eLockbox is one component of our integrated receivables service offering. We deliver a comprehensive receivables roundtrip solution that encompasses your entire billing and accounts receivable process. Our integrated solution is designed to accelerate the collection cycle, reduce processing costs and mitigate risk, ultimately helping to reduce days sales outstanding (DSO). We apply digital innovation, enabling you to achieve straight-through processing and capture high-quality data. With receivables-focused technology, you can automate cash application across all payment and remittance formats — applying one of the most comprehensive solutions available.

With our integrated receivables solutions, we can help you by:

- Accepting a billing file
- Presenting bills in paper or electronic form
- Accepting and processing payments online
- Collecting and processing payments delivered via mail, online bill payment, walk-in payment centers or credit counseling and collection agencies
- Integrating payment information for cash application
- Providing settlement reports for general ledger journal entries

You can streamline customer billing and automate cash application to reduce DSO with our end-to-end order to cash process.

3.3.12 ACH Credit Services

The City currently uses ACH credits/electronic funds transfer ("EFT") as a payment option offered to our customers. Our currently utility billing software, Munis, creates the batch EFT file which is manually uploaded through the online bank portal for processing. The volume of these services are captured on Form 12 – Cost Worksheet (AFP Code 25 0102 ACH Future Dated Item).

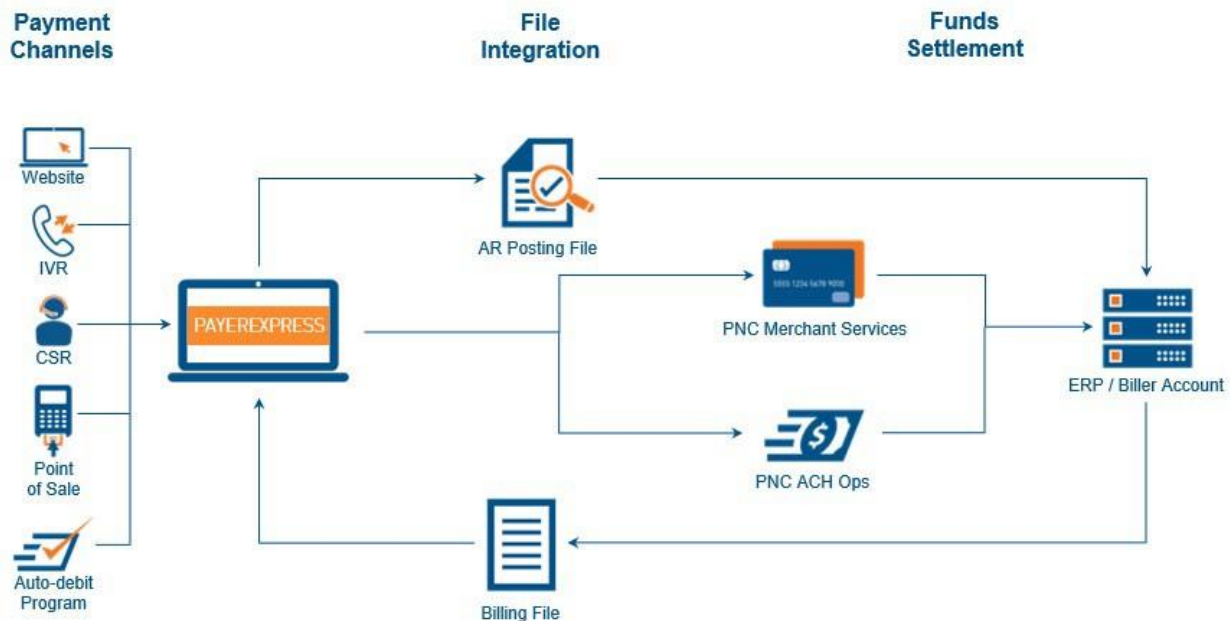
A powerful online bill payment and presentment platform can help the City reduce collection costs. It can also deliver an enhanced user experience, giving your customers the ability to pay a bill using ACH or card on their computer, smartphone or tablet. Additionally, a strong online billing system can also help reduce your days sales outstanding.

PayerExpress, our electronic bill payment and presentment solution, does all of the above. And, if you incorporate it as part of your overall accounts receivables strategy, you can capture even more benefits — streamlining customer billing and automating cash application.

How It Works

PNC hosts your secure online bill payment and presentment platform, enabling financial settlement to occur on a next-day basis, since we deposit funds directly into your account without taking temporary ownership. Using PayerExpress, you can:

- **Present your bills in a summary, detail or PDF format** — Use whichever option works best for the City.
- **Accept ACH, credit or debit card payments** — Card payment options include Visa®, MasterCard, American Express and Discover. ACH options include saving and checking accounts. Your customers can make one-time, future-dated or recurring payments via the online portal.
- **Enable your customer service representatives to accept payments in person or over the phone** — Some of your customers may feel more comfortable coming into your office or speaking with someone over the phone before authorizing a payment. With PayerExpress, they can.
- **Enable your customers to make payments through the optional interactive voice response (IVR) service** — Accessible via phone and available 24/7, PayerExpress IVR is powered by industry-leading voice recognition and speech-to-text engines. It accepts spoken or touchtone responses, and if speech cannot be recognized, data can be entered through a keypad. Multiple languages are also available.
- **Use single sign-on (SSO) capabilities to integrate with an existing customer portal** — With SSO, your customers can pay their bills through your existing customer portal without logging into another system.
- **Leverage API calls to integrate with your current processes** — PNC has API calls that can work with your current processes in order to capture biller information and make or process a payment. The City can capture and store as much or as little payer information as you would like.

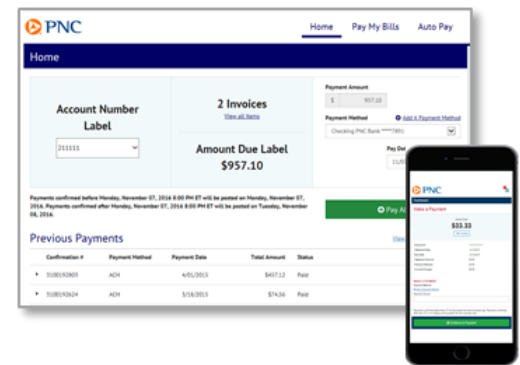


With PayerExpress, your customers can pay using ACH or credit/debit card — online, through our IVR system, through your customer service representative, at the point of sale or through an auto-debit program.

How It Looks

It's easy to customize our online bill payment system with your logos and brand colors so it integrates well with your existing customer-facing sites. The site interface includes visual support and illustration of required data fields. ACH transactions are validated for accurate bank transit routing information — with the user alerted to any exceptions prior to submitting payment. Card transaction declinations are similarly presented.

With detailed bill presentment, your customers view invoice information line item by line item. Customized deduction code selection and free-form comment fields can be made available for cases where your customer chooses to pay less than the billed amount. These details are reportable to provide for related cash application interface.



Our SSO capabilities give your customers a streamlined experience since you can manage all user IDs from your customer-facing web portal. Your customers don't need to enroll in PayerExpress to make a payment.

With account linking, your customers can easily manage their accounts — linking a single user to multiple accounts, multiple users to a single account or multiple users to multiple accounts. They will be able to see a total balance for all accounts and invoices on the same screen, so they can easily see the sum of all available accounts and invoices that should be paid.

You can also use our application programming interface (API) integration, which enables your customers to make payments and view bills on your online bill payment system with PayerExpress as the back-end payment processor.

How It Supports Flexible Reporting

The City's authorized representatives can view and download detailed or summary reports on customer payment activity, deposits or overall system usage. Additional administrative support includes resetting user passwords and sending enrollment invitations.

Method	Std Entry Class	Channel	Creation Date	Account Number Label	Bill ID Label	Name	Payment Count	Total Payment Amount	Reversal Count	Reversal Amount	Confirmation #	Reversal Reason/Credit Card Auth
Method: ACH												
Std Entry Class: WEB												
Channel: Enrolled												
ACH	WEB	Enrolled	7/01/2015	222222	1011	John Jones	1	3.00	0		3100194838	
ACH	WEB	Enrolled	9/14/2015	222222	1011	John Jones	1	12.00	0		3100196480	
ACH	WEB	Enrolled	11/12/2015	222222	1011	John Jones	1	1,435.00	0		3100198102	
ACH-WEB Enrolled							Totals 3	1,450.00	0	0.00		
Channel: FutureDated												
ACH	WEB	FutureDated	9/15/2015	222222	1011	John Jones	1	3.00	0		3100196534	
ACH-WEB FutureDated							Totals 1	3.00	0	0.00		
ACH-WEB							Totals 4	1,453.00	0	0.00		
ACH							Totals 4	1,453.00	0	0.00		
Grand Totals							Totals 4	1,453.00	0	0.00		
Refresh Save Reset												

Our 20 available reports, such as this one showing payment detail summary for a sample deposit report, offer you valuable insights into areas including customer and payment statuses.

How It Addresses Security and Controls

We have established security policies and standards designed to help you protect your customers' data:

- **Security for your customers**
 - The customer provides a unique user ID and password
 - You set password expiration requirements
 - After three invalid login attempts, a user lockout is enabled
 - All data is encrypted during transmission
- **Online Data Security**
 - The PayerExpress login page is located on a secure (HTTPS) server, using Lightweight Directory Access Protocol (LDAP) and PNC's in-house Sun-certified proxy server
 - All but the last four digits of customer account numbers (both financial accounts and biller accounts) are always masked
- **Financial Security**
 - You'll gain the security of working with a trusted bank
 - Settlement occurs on a next-banking-day basis
 - No joint account agreements are required
- **Controls**
 - Payment Card Industry (PCI) standards
 - Nacha regulations
 - Statement on Standards for Attestation Engagements No. 16 (SSAE16)
 - Service Organization Control (SOC) 2

3.3.13 Custodial Services

The City may choose at its discretion to use a different bank or trust company regardless of the Banking Services contract and proposals for custodial services.

Custodial services are limited to only handling the settlement of trades and will not involve any investment management functions. City investment securities, must settle delivery versus payment for delivery through the Federal Reserve Bank and Depository Trust Company (DTC)

in book entry form, will credit to the Bank's Federal Reserve Account and DTC Account for further credit to the City's concentration account. The services requested will be for the various securities that are purchased from other dealers and banks. These securities will be purchased and then transferred to a custodial account. These securities will be held until they are traded, or mature. The Federal Reserve/DTC receipt and safekeeping receipt must identify the "CUSIP" number and the City as beneficial owner.

Additionally, the following requirements must be met:

- a. The respondent will maintain one or more custody accounts directly or through a third party for securities;

PNC Bank prefers to be the primary custodian, we are able to work with third parties if necessary.

- b. All securities held by the custodian shall be segregated from the assets of others and shall remain the sole property of the City;

Investment assets held in PNC Bank's custody accounts are separate from the bank's assets and not subject to the claims of the bank's creditors. We do not hold clients' assets in omnibus.

- c. The custodian will collect all periodic income on securities held and process any instructions received by authorized City personnel. All sales, maturities, calls, purchases, principal pay downs and income on securities must post to the City's depository account on the settlement date of the transaction;

Custodial reports can show both actual trade dates and settlement dates. City of Hollywood can choose to receive monthly statements on either settlement date (cash basis) or a trade date basis. The City will also have a dedicated contact to assist with day-to-day requests and will have access to I-Hub to process transaction history. The accounting system works on a settlement date basis.

- d. The custodian shall monitor and record the collection of funds in the City's accounts;

Agreed.

- e. The custodian will be required to provide monthly reports describing all activities within the account including market pricing;

City of Hollywood's statements are available directly in I-Hub under the account panel or through I-Link and downloaded as an Adobe PDF. Monthly statements include transaction history as well as current holdings (units/shares, current price, and cost).

All reports available through I-Link can be:

- Exported into Microsoft Excel
- Viewed in Adobe PDF format
- Viewed as an online table

The majority of clients download information into Microsoft Excel. If they are simply checking balances, a popular use is the online table.

If desired, we can mail City of Hollywood hard copy statements or upload statement information in a .txt file for you. There is no charge to you for hard copy statements.

- f. Custodian will create, maintain and retain all records relating to securities held in custody to meet the requirements and obligations under generally accepted accounting principles.

The Financial Accounting Standards Rule 157 (ASC 820) directive applies to assets subject to Generally Accepted Accounting Principles (GAAP) and does not apply to trust assets. However, realizing City of Hollywood may need to produce financial reports subject to GAAP, your organization can request an ASC 820 analysis of your assets.

Your organization specifies the information needed for each account. Your custody team then uses a bucketing approach to map asset types to the most appropriate of the three acceptable ASC 820 precision levels. Options include:

Level 1 (marking to market): The most precise, value based on quoted prices in active markets; Examples include publicly traded stocks, mutual funds, and government bonds

Level 2 (marking to matrix): Less precise, value based observable market data for similar or comparable assets; Examples include most bonds, such as infrequently traded corporate and municipal bonds, mortgage, and asset-backed derivatives

Level 3 (marking to model): Involves the most judgment, values based on judgments, assumptions, and models from estimates and formulas; Examples include real estate, private-equity investments, and other esoteric type securities

3.4 Submission Requirements

The following sections should be distinct and clearly addressed as part of the submission:

3.4.1 Section 1 - Bank Qualifications

This section of the proposal should establish the ability of the respondent to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

- a. Provide an overview of the respondent's organization, including size, qualifications, and years in business, number of branches in Broward County, Florida, the number of branches within five (5) miles of City of Hollywood City Hall, and other matters that the respondent feels would assist the City in the evaluation process.

As one of the largest diversified financial services institutions in the United States and assets of \$558 billion as of December 31, 2021, we provide actionable insights and proven treasury management solutions — delivered by professionals focused on helping you achieve your specific strategic goals. For more than 165 years, PNC has been a strong competitor, innovator and engaged corporate citizen.

PNC is a coast-to-coast franchise with an extensive retail branch network and a presence in all of the country's 30 largest markets. Across the country and through four strategic international offices, PNC provides retail banking, including residential mortgage, corporate and institutional banking and asset management. As a National Main Street Bank with a regional president model, PNC is focused on delivering on each of its strategic priorities while looking out for the best interests of all its key stakeholders, including its customers, communities, employees and shareholders. Through executive leadership, strategic investments and employee volunteerism, we're helping to build strong communities and create financial opportunities for individuals, families and businesses.

We provide a full range of lending products; specialized services for corporations and government entities, including corporate banking and treasury management services, real estate finance and asset-based lending; wealth management and asset management. PNC bankers and financial consultants bring savvy, market knowledge and truly personal service to all their banking relationships.



With our strong footprint, we can deliver a relationship-based approach.

There are 22 PNC branch locations in Broward County, Florida. There are three (3) PNC branch locations within (5) miles of City of Hollywood City Hall, including Young Circle

- b. Respondent will include a statement confirming that they meet the requirements as specified in section 3.2 Minimum Criteria.

PNC acknowledges the requirements in section 3.2 Minimum Criteria. Please refer to section 3.2 Minimum Criteria for PNC's comments.

- c. Provide two (2) years of audited financial statements, including notes to financial statements.

Please review the following link for access to PNC financial reports.

[Annual Reports | The PNC Financial Services Group, Inc. \(gcs-web.com\)](https://www.pnc.com/web-content/annual-reports)

- d. Describe the bank's experience in providing services within the public sector, with particular attention to municipalities or complex commercial businesses with similar requirements.

PNC's Public Finance group delivers credit, treasury management, capital markets and investment management services to clients in the public and nonprofit sectors. PNC is committed to serving the financial needs of public sector entities of all types and sizes, from state and local governments, school districts and transportation authorities to institutions of higher education and nonprofit organizations.

PNC has a dedicated group of commercial and investment bankers dedicated to the Public Finance sector – covering government agencies, higher education, and not for profits – all working together under Executive Rob Dailey. As of November 2021, PNC Bank had over \$23 billion in commitments to the public finance sector. Emma Loftus, EVP, Head of PNC Treasury Management Services, former JPMorgan Global Payments Executive and senior leader from Citi, and Deutsche Bank having held product management and operations positions, has dedicated specific resources to the sector.

PNC takes pride in its relationship banking model and has built the Public Finance vertical to deliver comprehensive, value-added ideas to public entities like the City of Hollywood. PNC's experience in working with other Public Finance clients allows us to provide services in an advisory capacity and provide the City with collective best practice approaches. The City will experience best-in-class service with PNC, as referenced by the most recent Greenwich, Phoenix Hecht, and J.D. Power rankings.

We understand the needs of public entities, such as the City of Hollywood.

At PNC, we're proud of the many accolades we've received as we pursue our purpose:



At PNC, our purpose is to make a positive difference by leveraging the power of our resources to help all move forward financially.

Industry/Reputation

- World's Most Admired Companies, FORTUNE magazine (2020)
- U.S. Best Bank, Euromoney Awards for Excellence (2020)
- Best National Banks, Kiplinger (2020)

Corporate Social Responsibility

- Outstanding Community Reinvestment Act Rating
- 100 Most Sustainable Companies, Barron's (2020)
- JUST 100 America's Most Just Companies, JUST Capital (2020)
- America's Most Responsible Companies, Newsweek (2020)

Diversity, Equity & Inclusion

Accessibility

- 100% Score on Disability Equality Index® (DEI®) Best Places to Work™ (2020)
- Top 50 Employers, CAREERS & the disABLED Magazine (2020)
- Employer of the Year, Disability:IN (2019)

LGBTQ+

- Best Places to Work for LGBTQ Equality, Human Rights Campaign (2020)
- Top LGBTQ+ Friendly, Black EOE Journal (2020)
- Best-of-the-Best Corporation for Inclusion, National Gay & Lesbian Chamber of Commerce and National Business Inclusion Consortium (2019)

Veterans

- Best of the Best Top Veteran-Friendly Companies, U.S. Veterans Magazine (2020)
- Top Veteran-Friendly Supplier Diversity Programs, U.S. Veterans magazine (2020)

Women

- 100 Best Companies, Working Mother (2020)
- Top 70 Companies for Executive Women, National Association for Female Executives (2020)
- Gender-Equality Index, Bloomberg (2020)
- Top Financial Companies, Professional Woman's Magazine (2020)
- Most Powerful Women in Banking and Finance, American Banker (2020)
- 50 Out Front: Best Places to Work for Women & Diverse Managers, Diversity MBA Magazine (2020)

- Best Finance Companies for Women, Fairygodboss (2020)
- Board Diversity Award, DirectWomen (2019)
- Best Companies to Work for Women, WOMEN'S CHOICE AWARD® (2019)
- Best Companies to Work for Multicultural Women, WOMEN'S CHOICE AWARD® (2019)

Corporate Social Responsibility (CSR)



Source: PNC 2019 CSR Report

Treasury Management Rankings & Recognition

Greenwich Associates Rankings

In 2020, Greenwich Associates recognized PNC with Quality and Excellence Awards in Large Corporate Cash Management. PNC was awarded the Greenwich Excellence Award for Ease of Doing Business and Customer Service. PNC was also named a Greenwich Quality Leader for U.S. Large Corporate Cash Management Quality.

Greenwich is the leading global provider of market intelligence and advisory services to the financial services industry, specializing in fact-based insights and advice based on business expertise and research conducted with influential buyers of financial services.

Phoenix-Hecht Quality Index™

The 2020 Phoenix-Hecht Quality Index™ is based upon total responses from 1,883 senior financial executives at public and private U.S. corporations who were asked to rate their level of satisfaction with their cash management service provider(s). Thirty banks were included in the 2020 results.

Phoenix-Hecht 2020 Quality Index Large Corporate Overall Scores 		Phoenix-Hecht 2020 Quality Index Middle Market Overall Scores 	
Product Satisfaction	A	Product Satisfaction	A+
Product Operations	A+	Product Operations	A+
Customer Service	A+	Customer Service	A
Technical Support	A+	Technical Support	A
TM Relationship Manager	A+	TM Relationship Manager	A-

- e. Provide a minimum of three (3) references for the services cited as related experience using Form 4, Vendor Reference Form. The Vendor Reference Form must be completed by each of your three (3) references and included in your submittal response to this solicitation. Respondent may also supply references from other work not cited in this section as related experience. Please do not include the City of Hollywood or City of Hollywood employees as references.

Information about the references provided by PNC in its Proposal, including without limitation the contact information of persons identified in the references, is proprietary and confidential information, the disclosure of which could provide an unfair advantage to PNC's competitors. Such information is not generally made available publicly by PNC and requests that the information be kept confidential and not disclosed under the Florida Freedom/ Open Records Act. PNC requests that it be notified in writing promptly of any request for disclosure and given the opportunity to oppose the disclosure. PNC requests that after award the confidential information described above be returned to PNC and all copies thereof be destroyed.

3.4.2 Section 2 - Management and Staff Qualifications and Experience

This section of the proposal should establish the method which will be used by the respondent to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

- a. Describe the experience of management and staff expected to be assigned to this contract for purposes of customer service operations and cash management. Include the name, title, location, email address, phone number, and hours of availability for each person. Briefly detail the credential and experience of each person named for the relation team.

Treasury Management Services

Receive Personalized Support from Your Account Team

At the relationship level, you'll be supported by your Relationship Manager, Treasury Management Officer (TMO) and a Sales Associate, who will serve as City of Hollywood's primary point of contact. These individuals have the tools and depth of knowledge to help your customer experience.

Relationship Manager

Your Relationship Manager will work with you to provide insights and ideas based on an understanding of your complex needs.



Nicholas Ayotte

Senior Vice President, Public Finance
Relationship Manager

239-437-3736 | nicholas.ayotte@pnc.com

Nick Ayotte, Senior Vice President, serves as a Relationship Manager and joined PNC in 2011. In this role, he works with clients to identify needs and to deliver solutions that optimize performance. Nick specializes in public school districts, local governments, large not-for-profit entities and higher education. He has worked as a public finance relationship manager in the tax-exempt finance industry for 17 years.

Prior to joining PNC, Nick worked with SunTrust Bank and Warner Bros. International Theatres.

Nick has a Bachelor of Science degree in business with a finance concentration and graduated cum laude from the University of St. Thomas. He holds the Series 52 and 63 FINRA license.

Treasury Management Officer

Your TMO serves as your trusted business advisor, addressing your overall business objectives. Your TMO will work with you to establish the client service support best suited to your needs.



Jeremy Bennett

Vice President, Public Finance
Treasury Management Officer

412-807-3162 | jeremy.bennett@pnc.com

Jeremy Bennett is a Treasury Management Officer in the Public Finance banking division of PNC, covering the Florida market. He is responsible for developing new and enhancing existing Treasury Management customer relationships. Jeremy is a Certified Treasury Professional (CTP).

He joined PNC in 2013 through PNC's Corporate Banking Development program. Jeremy spent time in both Philadelphia, PA and Milwaukee, WI as a Treasury Analyst, developing expertise along all corporate banking lines of business. In 2015, he was promoted within the Corporate Banking group in Milwaukee, WI, as a Treasury Management Officer.

Jeremy earned his bachelor's degree in International Business from Washington & Jefferson College.

Treasury Management Sales Associate

Your Sales Associate, will be your first point of contact for your daily needs; account openings and implementation will be handled by Carol Taylor.



Carol Taylor

Assistant Vice President
Senior Sales Associate, Public Finance
317-267-7850 | carol.taylor@pnc.com

As your Senior Sales Associate, Public Finance, Carol Taylor, Assistant Vice President, serves as a primary point of contact and advocate for all your treasury needs. In this role, she is responsible for managing account opening, implementation and maintenance throughout the relationship and is a trusted backup to the Treasury Management Officer and Relationship Manager. Carol is equipped, knowledgeable and skilled in resolving questions and offering solutions and is responsible for your satisfaction by owning the outcome of your request.

Carol offers deep experience in providing strategic and tactical treasury management support to public finance clients in Florida and has 20 years of banking experience. She is supported by the extended hours and experience of the Treasury Management Client Care (TMCC) team.

Carol has a Bachelor of Science degree from Indiana Wesleyan University.

Extended-Hours Support from an Experienced, Reliable Team

To provide you with an additional avenue for customer support, City of Hollywood will also have access to our TMCC team. You can contact TMCC via email, phone and mail or via PINACLE®, our online and mobile banking portal. The members of our TMCC team are dedicated to resolve requests promptly and will own your issue from beginning to end. In the 2020 Phoenix-Hecht Quality Index™, PNC earned an A+ grade for customer service among large corporates.

TMCC is available Monday through Friday during extended hours from 7:30 a.m. to 8:00 p.m. ET.

Gain Access to Customer Service Functions and Information 24/7 through PINACLE®

You can access customer service functions and information 24 hours a

day, 7 days a week through PINACLE®, our online and mobile banking platform. Within the portal, you can:

- Report an issue, which is sent directly to TMCC for research
- Track the status of the issue
- Receive an automatic email notification when your issue is resolved
- View resolution details via an email link
- Refer to a comprehensive list of frequently asked questions and answers about Treasury Management products
- View tip cards and training videos

Custodial Services

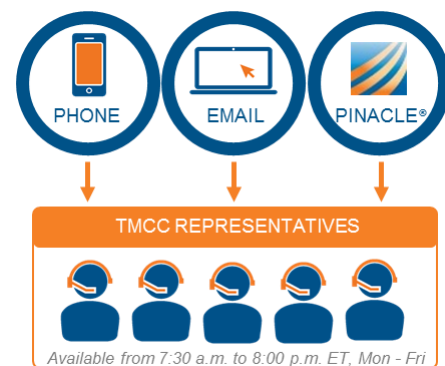
- b. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Provide education, experience, and applicable professional credentials of project staff so identified.

Mathew J Uber

Relationship Manager

216/222-2792 | mathew.uber@pnc.com

Mathew is a relationship manager with PNC Institutional Asset Management®. He is responsible for coordinating the delivery of products and services to employee benefit, trust, and custody clients across multiple geographic regions. He is responsible for overseeing the administration of accounts to confirm that client needs are being met and introduces new products, services and solutions that provide added value. Prior to assuming his current position, Mathew served as a client solutions analyst with the firm's Institutional Asset Management group and earlier as a fiduciary advisor with the firm's Wealth Management Direct group. Previously, he also held positions with National City Bank, KeyBank and Victory Capital Management. Mathew graduated with a Bachelor of Business Administration in marketing from Ohio University and a Master of Business Administration from Keller Graduate School of Management.



TMCC will assist you in all aspects of your treasury management service.

3.4.3 Section 3 - Quality and Adequacy of Products and Services Offered

Respondent shall provide a narrative which addresses the Scope of Work and shows respondent's understanding of City of Hollywood's needs and requirements.

- a. Confirm that the respondent is able to provide the products and services detailed in the Scope of Work and included by service type and volume in Form 12 Cost Worksheet.

Confirmed.

- b. Respondent may also propose procedural or technical enhancements/innovations to the Scope of Work which do not materially deviate from the objectives or required content of the Scope of Work.

Acknowledged.

Section 4 - Implementation Process and Costs

- a. Provide an implementation schedule and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule. Include a statement indicating the ability to begin work with minimum notice.

Treasury Management Services

No matter how complex your needs are, your transition should be as easy as possible. We'll work with you to implement the solutions that help the City of Hollywood achieve sustainable, profitable growth.

Pre-Implementation

A Personalized Experience

Your process begins with an initial implementation and support team kickoff call. During this call, we'll:

- Introduce our team members to your team
- Review your products, services and timeline
- Obtain the information we need to open your accounts, including the identity of your designated signers, tax IDs and other contact information
- Help you make decisions regarding your product features and functionality
- Discuss the frequency of your implementation meetings

Next, we'll email you the account opening documentation. Together, we'll set a date for when you'll sign and return the documentation. Once we receive your documentation, your designated PNC implementation project leader will set up meetings with the City team.

Implementation

Powerful Treasury Solutions to Help You Grow Your Business

Once you send us your signed documents, we'll begin your implementation. During this stage, we'll:

- Create a project plan with tasks, responsibilities and timeframe

- Review and submit service requirements product by product
- Establish services and complete file testing
- Conduct product training
- Schedule production turnover

Typically, your accounts will be opened 24 to 48 hours after we receive your signed documents. Exact timing depends on the complexity of your solution. Once your accounts are open, you'll be able to make deposits and receive incoming wires, ACH and real-time payments.

We'll establish your access to PINACLE®, PNC's top-rated corporate online and mobile banking portal, which will be active about 5 days after your account is opened. Once your implementation is complete, you'll see the requested service modules visible in your PINACLE® system. You'll receive a welcome email with a link to training information, which you'll receive in a convenient webinar format.

Post-Implementation

Support When and Where You Need It

Support for your treasury needs is only a phone call or email away. Your dedicated PNC Sales Associate is available between 8:00 a.m. and 5:00 p.m. ET, Monday through Friday. And if you need support outside of regular business hours, you can contact our Treasury Management Client Care team, whose members are always ready to answer your questions and find a quick solution.

As your business and needs evolve, your PNC team will continue to be in touch to provide product enhancement information, offer ongoing training for reinforcement or new team members and share industry thought leadership.

- b. Describe the approach to completing the tasks specified in the Scope of Work.

Treasury Management Services

Service and attention to your needs throughout the implementation process is a key point of differentiation for PNC. Unlike many providers, we'll customize a program to meet the City of Hollywood's unique needs and requirements. We combine this client-centered approach with standard project management discipline for successful delivery of your solution at the pace and timing that works for you.

PNC's strategy consists of four key phases: initiation, planning, execution and closeout. Each phase consists of several processes, which may span more than one phase. Other processes are optional, depending on the scale and complexity of your program.



With our implementation methodology, we support a strong onboarding process to your new treasury services.

Once the contract is completed, your dedicated implementation project lead will arrange a high-level meeting with all key stakeholders that will officially kick off the implementation and conversion process. The implementation team, which includes personnel from PNC and your organization, will be introduced. This team will then address the overall plan to convert and/or implement your program.

Your implementation team will assist you in designing the program and implementation processes based on industry-leading practices, as well as your program guidelines and goals. Working together, we will analyze your current program, explore options for improvement and identify strategies that can help create opportunities for you to improve the way you manage your business.

- c. Specify set up or programming cost for implementing existing services that the City would incur, if any.

Treasury Management Services

Please refer to our Pricing Proposal, included with this proposal, under Appendix.

- d. All costs for services, both one-time and recurring cost for services, should be included in Form 12 (Cost Worksheet). Provide all costs related to enhancements/innovations to the Scope of Work.

Treasury Management Services

Please refer to our Pricing Proposal, included with this proposal, under Appendix. We have uploaded Form 12 to the portal.

Custodial Services

Please refer to Appendix for Custody pricing.

- e. A separate Excel worksheet must be submitted using the format provided in Form 12 (Cost Worksheet). The City has made best efforts to provide 2021 annual and average monthly volumes as a reference to current services.

Treasury Management Services

Please see fees included with our Pricing Proposal. List additional product or service expense not included by the City in Form 12 (Cost Worksheet) that the City would be expected to pay as a result of the normal course of operations, if any, and specify the basis of that expense. Specifically, has the City missed listing a product or service that the bank feels should be a part of the proposal in which the City should anticipate paying or being charged a fee.

Custodial Services

Please see Custody pricing under Appendix.

Pricing

Our competitive fees reflect the exceptional client service you'll receive from PNC, an institution with more than 160 years of financial services experience. We're a client-focused, relationship-driven organization with innovative product and service solutions that will enable City of Hollywood to achieve your strategic goals and empower you to thrive in the evolving digital economy.

Treasury Management Services

For Treasury Management Services, PNC will agree to fix pricing for the initial period of six (6) years, with an expiration date of 6/30/2028. At the end of the initial period, the Bank encourages to engage in a conversation with the City to mutually agree the pricing for the renewal periods.

Please refer to our Pricing Proposal, included with this proposal, under **Appendix**.

Custodial Services

PNC will agree to fix pricing for the initial period of six (6) years.

Please refer to our Pricing Proposal, included with this proposal, under **Appendix**.

Terms

This proposal is valid for 120 days. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 120-day period. All prices quoted are in U.S. dollars. This pricing is for discussion purposes only and is not a contract, an offer to enter into a contract or a commitment to offer the pricing outlined herein. This pricing is delivered by PNC Bank on the condition that it be kept confidential and not be shown to or discussed with any third party, including any financial institution, or used other than for the purpose of evaluating PNC Bank's banking services.

PNC Bank reserves the right to charge fees for services used but not quoted in this proposal, including but not limited to overdraft charges, negative earnings credits and late fees. PNC Bank's fee schedule is subject to change from time to time, and any future increases or decreases or changes in transaction code names, definitions or structures shall be applied to all accounts subject to these rates and categorizations.

Appendix Table of Contents

This appendix includes additional documentation to support your buying decision.

Name
Treasury Management Pricing
Purchasing Card Pricing
Institutional Asset Management/Custodial Services Pricing
Form 1 Submittal Checklist – See Page 1
Form 2 Acknowledgment Signature
Form 4 Vendor References
Form 5 Hold Harmless and Indemnity
Form 11 PNC Bank NA W9
Form 12 Cost Worksheet – <i>Separately attached and uploaded</i>
Form 13 Compensating Credits
Form 14 Independence Affidavit
PNC's Sample Reconciliation Reports
PNC's Request for Proposal Exceptions – Treasury Management
PNC's Summary of Insurance
PNC's Standard Documentation – Treasury Management
PNC's Request for Proposal Exceptions – Institutional Asset Management/Custodial Services
PNC's Standard Documentation – Institutional Asset Management/Custodial Services



CITY OF HOLLYWOOD PROPOSAL

Proposal Date: 4/7/2022

10 - Demand Deposit

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
010000	ACCOUNT MAINTENANCE		11	\$8.0000	\$0	\$88.00
100200	REGULAR DEPOSIT TICKET		1	\$2.7500	\$0	\$2.75
150100	PAID ITEMS		996	\$0.0800	\$0	\$79.68
100400	RETURNS		12	\$7.0000	\$0	\$84.00
100402	RECLEARS		5	\$5.0000	\$0	\$25.00
100401	REDIRECTED RETURNS		11	\$6.0000	\$0	\$66.00
019999	BLOCKED CHECKS		5	\$10.0000	\$0	\$50.00
010 - Demand Deposit Total:						\$395.43

11 - Remote Deposit

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
109999	IMAGE DEPOSIT		42	\$0.5000	\$0	\$21.00
109999	IMAGE DEPOSIT - OTHER ITEMS		6,445	\$0.0400	\$0	\$257.80
109999	IMAGE CASH LETTER MONTHLY FEE		2	\$35.0000	\$0	\$70.00
011 - Remote Deposit Total:						\$348.80

030 - Cash Logistics

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
100112	NON FED STANDARD CON BAG DEPOSITED		41	\$5.0000	\$0	\$205.00
100113	FED STANDARD COIN BAG DEPOSITED		10	\$2.0000	\$0	\$20.00
100055	CLS DEPOSIT ADJUSTMENT		1	\$8.7500	\$0	\$8.75
100999	CLS-NON-STD CURRENCY ORDER		1	\$10.0000	\$0	\$10.00
100100	CASH DEPOSIT TRANSACTION		117	\$0.5000	\$0	\$58.50
100114	# OF NOTES/BILLS PROCESSED		10,150	\$0.0100	\$0	\$101.50
109999	CLS EMAILED RECEIPTS		1	\$0.1800	\$0	\$0.18
109999	CLS MIXED DEPOSIT SURCHARGE		30	\$3.0000	\$0	\$90.00
109999	CLS CHECK DEPOSIT SURCHARGE		30	\$3.5000	\$0	\$105.00
109999	CLS-CLIP ACCESS		1	\$5.0000	\$0	\$5.00
030 - Cash Logistics Total:						\$603.93

040 - Miscellaneous Branch

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
100048	CURRENCY FURNISHED (\$10 UNITS<50K)		105	\$0.4000	\$0	\$42.00
100044	COIN FURNISHED (ROLLS)		1	\$0.5500	\$0	\$0.55
209999	NON-PNC CHECKS CASHED		2	\$10.0000	\$0	\$20.00
100005	NIGHT DROP BAG DEPOSIT		15	\$2.5000	\$0	\$37.50
100015	CASH VERIFICATION/NIGHT DROP-10.00		2,677	\$0.0300	\$0	\$80.31
040 - Miscellaneous Branch Total:						\$180.36

050 - Retail Lockbox

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
999999	ELOCKBOX MAINTENANCE		1	\$35.0000	\$0	\$35.00
999999	ELOCKBOX PER ITEM		5,057	\$0.0500	\$0	\$252.85
059999	ELOCKBOX PAYMENTS RETURNED		3	\$0.3500	\$0	\$1.05
050 - Retail Lockbox Total:						\$288.90

065 - Integrated Receivables

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
050000	STANDARD BOX MAINTENANCE		1	\$85.0000	\$0	\$85.00
050100	STANDARD PER ITEM		495	\$0.2800	\$125	\$138.60
050301	BATCH PREPARATION		21	\$1.0000	\$0	\$21.00
050300	DEPOSIT TICKETS		21	\$1.0000	\$0	\$21.00
059999	DEPOSIT ITEM CLEARING		495	\$0.0500	\$0	\$24.75
050121	DATA TRANSMISSION PER ITEM		495	\$0.0400	\$0	\$19.80
050401	DATA TRANSMISSION PER FILE		30	\$4.0000	\$0	\$120.00
050112	SORTING PER ITEM		495	\$0.1000	\$0	\$49.50
050410	STANDARD DELIVERY		78	\$0.1000	\$0	\$7.80
059999	CANADIAN ITEMS		1	\$5.0000	\$0	\$5.00
05011M	CORRESPONDENCE ONLY		301	\$0.2000	\$0	\$60.20
05013F	INCOMING EXPRESS MAIL PACKAGES		3	\$9.0000	\$0	\$27.00
059999	CHECK IMAGES		495	\$0.0200	\$0	\$9.90
059999	DOCUMENT IMAGES		4,064	\$0.0350	\$0	\$142.24
059999	BACK SIDE IMAGE CAPTURE		1	\$25.0000	\$0	\$25.00
059999	PDF PRINT MAINTENANCE		1	\$25.0000	\$0	\$25.00
059999	PDF PRINT TRANSACTIONAL LEVEL		4,064	\$0.0300	\$0	\$121.92
050400	WEB PRESENTMENT PER ITEM		4,064	\$0.0200	\$0	\$81.28
050600	LONG TERM ARCHIVE 7 YEAR		4,064	\$0.0200	\$0	\$81.28
065 - Integrated Receivables Total:						\$1,066.27

070 - Account Reconciliation

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
200020	PARTIAL RECON MONTHLY MAINTENANCE		2	\$25.0000	\$0	\$50.00
200010	FULL RECON MONTHLY MAINTENANCE		3	\$30.0000	\$0	\$90.00
200110	FULL RECONCILEMENT ITEM		939	\$0.0400	\$30	\$37.56
200201	INPUT/TRANSMISSION ITEMS		939	\$0.0250	\$20	\$23.48
209999	OUTPUT TRANSMISSION/ITEM		4,966	\$0.0100	\$20	\$49.66
209999	IMAGE MAINTENANCE		1	\$25.0000	\$0	\$25.00
999999	IMAGE OUTPUT TRANSMISSION		1	\$150.0000	\$0	\$150.00
200000	TELLER POSITIVE PAY MAINTENANCE		3	\$4.0000	\$0	\$12.00
200000	POSITIVE PAY MONTHLY MAINTENANCE		3	\$4.0000	\$0	\$12.00
209999	PAYEE REVIEW MAINTENANCE		3	\$4.0000	\$0	\$12.00
209999	PAYEE REVIEW ITEMS		939	\$0.0200	\$0	\$18.78
999999	PINACLE POSPAY EXCEPTIONS LOADED		3	\$0.2500	\$0	\$0.75
999999	PINACLE PER STOP INDIVIDUAL ENTRY		1	\$10.0000	\$0	\$10.00
999999	PINACLE ISSUE ADD/CANCEL		100	\$0.2500	\$0	\$25.00
209999	PINACLE POSITIVE PAY-RETURN		2	\$7.0000	\$0	\$14.00
209999	PINACLE IMAGE VIEWED		95	\$0.5000	\$0	\$47.50
070 - Account Reconciliation Total:						\$577.73

100 - Zero Balance Account

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
010020	PARENT ACCOUNT		1	\$30.0000	\$0	\$30.00
010112	ZERO BALANCE TRANSACTIONS		126	\$0.2500	\$0	\$31.50
010020	ZERO BALANCE ACCOUNTS		6	\$7.0000	\$0	\$42.00
100 - Zero Balance Account Total:						\$103.50

110 - Automated Clearinghouse

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
250000	ACH MONTHLY MAINTENANCE FEE		3	\$10.0000	\$0	\$30.00
250101	ACH CREDIT ORIGINATED		2,620	\$0.0300	\$0	\$78.60
250100	ACH DEBIT ORIGINATED		2,620	\$0.0300	\$0	\$78.60
250501	TRANSMISSION INPUT FILES		14	\$5.0000	\$0	\$70.00
250400	ACH RETURN ITEM		37	\$2.0000	\$0	\$74.00
251052	ACH DEBIT/CREDIT BLOCK		2	\$8.0000	\$0	\$16.00
251070	ACH NOC ITEM		3	\$0.5000	\$0	\$1.50
250302	UNAUTHORIZED ACH RETURN ITEM		4	\$5.0000	\$0	\$20.00
251050	ACH POSITIVE PAY MONTHLY SERVICE		9	\$5.0000	\$0	\$45.00
999999	SAME DAY ACH ENTRIES		8	\$0.5000	\$0	\$4.00
110 - Automated Clearinghouse Total:						\$417.70

120 - Funds Transfer

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
350109	PINACLE BOOK TRANSFER		4	\$2.0000	\$0	\$8.00
350109	PINACLE DOMESTIC WIRE TRANSFER		12	\$6.0000	\$0	\$72.00
350551	PINACLE TEMPLATE STORAGE		4	\$0.4000	\$0	\$1.60
350300	INCOMING WIRE TRANSFER		3	\$6.0000	\$0	\$18.00
350521	RECEIVED EXECUTED DRAWDOWN WIRE		8	\$10.0000	\$0	\$80.00
359999	VOICE WIRE MONTHLY MAINTENANCE		8	\$15.0000	\$0	\$120.00
120 - Funds Transfer Total:						\$299.60

130 - Information

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
400222	PREVIOUS DAY ACCOUNT		11	\$5.0000	\$0	\$55.00
400225	CURRENT DAY ACCOUNT		11	\$5.0000	\$0	\$55.00
400110	PINACLE BAI TRANSMISSION MONTHLY		1	\$100.0000	\$0	\$100.00
409999	PREVIOUS DAY DETAIL BAI		2,782	\$0.0700	\$0	\$194.74
40027Z	PINACLE INFO REPORTING MONTHLY		1	\$75.0000	\$0	\$75.00
400271	PINACLE-PREV DAY TRANSACTION		2,819	\$0.0700	\$0	\$197.33
400274	PINACLE-CURRENT DAY TRANSACTION		1,197	\$0.0800	\$0	\$95.76
409999	PINACLE ELOCKBOX REPORT		1	\$12.0000	\$0	\$12.00
409999	PINACLE EVENT NOTIF-EMAIL		301	\$0.0300	\$0	\$9.03
409999	PINACLE MODULE FEES		10	\$10.0000	\$0	\$100.00
130 - Information Total:						\$893.86

140 - Electronic Data Interchange

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
250202	ELECTRONIC PAYMENTS RECEIVED		3,787	\$0.0300	\$0	\$113.61
309999	REMITTANCE REPORT-PDF		2	\$3.0000	\$0	\$6.00
300330	EDI PER INVOICE FEE		5,770	\$0.0300	\$50	\$173.10

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
300020	ELEC RECEIVABLES REPT MONTHLY MAINT		3	\$10.0000	\$0	\$30.00
140 - Electronic Data Interchange Total:						\$322.71

340 - Account Verification

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
999999	AVS MONTHLY ACCESS		1	\$20.0000	\$0	\$20.00
340 - Account Verification Total:						\$20.00

Fee Based Total: \$5,518.79

Rate Based Fees

Service Description	Volume	Unit Price / Rate	Total Price
Account Balance Fee	\$51,342,000	\$0.1420	\$7,290.56
Interest Bearing Account Balance Fee		\$0.0083	\$0.00
Earnings Credit Allowance	\$51,342,000	0.300%	\$-12,659.67

Rate Based Total: \$-5,369.11

Total Service Charge: \$149.68

Implementation Fees

AFP Code	Service Description	Tiers	Proposed Vol	Unit Price	Minimum	Total Price
409999	PINACLE BAI TRANSMISSION IMPL		1	\$0.0000	\$0	\$0.00
251056	ACH FRAUD PROTECTION IMPL		11	\$0.0000	\$0	\$0.00
109999	REMOTE DEPOSIT IMAGE CASH LTR IMPL		1	\$0.0000	\$0	\$0.00
059999	ELBX MASTERCARD RPS FILE IMPL		1	\$0.0000	\$0	\$0.00
999999	PINACLE IMPL		1	\$0.0000	\$0	\$0.00
050138	INTG RECEIVABLES BOX IMPL		1	\$0.0000	\$0	\$0.00

Implementation Fee Total: \$0.00

This proposal is valid for 120 days. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 120-day period. All prices quoted are in U.S. dollars. This pricing is for discussion purposes only and is not a contract, an offer to enter into a contract or a commitment to offer the pricing outlined herein. This pricing is delivered by PNC Bank on the condition that it be kept confidential and not be shown to or discussed with any third party, including any financial institution, or used other than for the purpose of evaluating PNC Bank's banking services. This proposal, including pricing, is delivered by PNC Bank on the condition that it be kept confidential.

* The proposed unit price is an estimate for discussion purposes only based on tiered unit pricing and proposed volume; the actual unit price will vary based on tiered unit pricing and actual volume. Additional information on tiered unit pricing is available upon request.

PNC Bank reserves the right to charge fees for services used but not quoted in this proposal, including but not limited to overdraft charges, negative earnings credits and late fees. PNC Bank's fee schedule is subject to change from time to time, and any future increases or decreases or changes in transaction code names, definitions or structures shall be applied to all accounts subject to these rates and categorizations. PNC Bank's rate information, including any ECR, in this proposal is an estimate for discussion purposes only and is subject to change from time to time.

Compensating balance credits (if any) may be available to offset basic service charges. Compensating balance credits cannot be used to offset any amount advanced by the bank (including but not limited to postage and overdrafts), or certain other fees and charges (including but not limited to implementation fees and related development hours for TM Services, overdraft fees, interest, and third party fees). Account statements will display applicable credits, fees and charges.

A minimum average monthly balance must be maintained to waive the Treasury Enterprise (TE) maintenance fee for a billing cycle. Additional fees may be assessed for accounts, deposits and transaction activity exceeding TE limits. Questions? Contact your Treasury Management Officer.

PNC is a registered mark of The PNC Financial Services Group, Inc. ("PNC").
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PNC COMMERCIAL CARD PROGRAM FORM OF PRICING PROPOSAL

(i) ☒ Company Bill Program

(a) Billing Cycle:

Monthly

(b) Company Bill Payment Due Date: _____ days after Statement Date

(c) Incentives (check one): ☒ Rebate (see attached Rebate Schedule)
☐ Commercial Card Rewards – Company earns points at a rate of _____ points per \$1.00 (see attached Rewards Terms)

(ii) _____ Cardholder Bill Program

(a) Billing Cycle:

(b) Cardholder Bill Payment Due Date: _____ days after Statement Date

(c) Cardholder Past Due Payment Due Date: _____ days after Cardholder Bill Payment Due Date

(d) Company Contingent Payment Due Date: _____ days after Cardholder Bill Payment Due Date

(e) Incentives (check one) ☐ Rebate (see attached Rebate Schedule)
☐ Commercial Card Rewards – Cardholder earns points at a rate of _____ points per \$1.00 (see attached Rewards Terms)

PNC proposes to use its standard documentation for the commercial card services. Companies agreeing to utilize PNC's commercial card services will be subject to the terms and conditions set forth in the Commercial Card Program Terms and Conditions (as amended from time to time), and will enter into a Commercial Card Authorization and Agreement incorporating the provisions of the Commercial Card Program Terms and Conditions. The Commercial Card Authorization and Agreement also will include any collateral requirements and will incorporate the pricing and payment terms set forth within this Form of Pricing Proposal. To the extent that any provisions of a Request For Proposal for which this pricing was prepared are inconsistent with the standard documents described above, PNC's standard documents will govern.

This Pricing Proposal is not a commitment or an offer to lend and does not create any obligation on the part of PNC. This proposal is only a brief description of the principal pricing terms of the Program and is intended for discussion purposes only.

FOR DISCUSSION PURPOSES ONLY

*Prepared for
City of Hollywood*

**PNC COMMERCIAL CARD PROGRAM FORM OF PRICING PROPOSAL
COMMERCIAL CARD FEE SCHEDULE**

This Fee Schedule lists the fees associated with PNC's standard commercial card programs. Some of these fees may not be applicable to your specific program. Contact your Treasury Management Officer for more details.

Fee Schedule¹

<i>Fee Category / Description</i>	<i>Fee</i>
I. Program Configuration	
First Corporate Account per program	Waived
Additional Corporate Accounts per program	\$500 per corporate account (<i>one-time fee</i>)
II. Card Attributes	
Executive Accounts ²	\$295 per year / per cardholder account
Rewards Enrollment	\$75 per year / per cardholder account
Card Design ³	
<i>Standard:</i> PNC standard design w/single color Company logo	\$250 per logo
<i>Customized:</i> Company customized design or multi-color Company logo	\$250 per image upload
File formatting modifications (if applicable)	\$200 per image modification
Custom Card production	\$3 per card
III. Technology	
Visa IntelliLink (ancillary services)	
Compliance Auditor Maintenance	\$100 per month
Compliance Auditor Transaction Fee	\$0.03 per item
Receipt Imaging	\$100 per month/per corporate account
Customized File Development	Pass through at cost with \$4,500 minimum
ActivePay® (ancillary services)	
Receipt Imaging via FAX	\$0.18 per page
Receipt Imaging	\$100 per month/per corporate account
Web Services	Customized development cost
Data Transmission Files for Program Management (setup)	Pass through at cost of \$1,000 (<i>one-time fee</i>)
Customized File Development:	
Data File Formatting	Pass through at cost with \$4,000 minimum
Data Archive Retrieval	Pass through at cost with \$5,000 minimum
IV. Transactional	
Commercial Card Alerts (Email or Text) ⁴	Waived
Cash Advance	\$3 or 3% per advance (<i>whichever is greater</i>)
Foreign Exchange ⁵	Exchange Rate + 1%
Late Fee - Company Bill Program	1% of outstanding balance at the following number of days past the next statement close date based on the following program statement cycles:
	Monthly (or longer) cycle: 15 days
	Bi-weekly cycle: 10 days
	Weekly cycle: 5 days

FOR DISCUSSION PURPOSES ONLY

*Prepared for
City of Hollywood*

Late Fee - Cardholder Bill Program	\$15 at 31 days past Cardholder Bill Payment Due Date; 2% of outstanding balance at 61 days past Cardholder Bill Payment Due Date

¹ **Fee Schedule:** This Fee Schedule sets forth the fees that are applicable to PNC's standard commercial card programs. Some of these fees may not apply depending on the attributes of the specific Program.

² **Executive Accounts:** Annual fee applies when no more than 5% of all cards in the Program are Executive Accounts. If more than 5% of total cards are Executive Accounts, PNC reserves the right to assess a higher annual fee. Certain benefits for Executive Accounts require enrollment. Benefits for Executive Accounts include the coverages found at pnc.com/commercialcard/executivebenefits.

³ **Card Design:** Company Logo cards are available 1-2 weeks after design approval. Custom Card designs may take up to 12 weeks for delivery.

⁴ **Alerts:** Message and data rates may apply to the recipient of the alerts.

⁵ **Foreign Exchange Fee:** Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

FOR DISCUSSION PURPOSES ONLY

Prepared for
City of Hollywood

PNC COMMERCIAL CARD PROGRAM FORM OF PRICING PROPOSAL



Rebate Schedule

Rebate Incentives:

Annual Dollar Volume *	Standard Transaction Rebate Incentives*		
\$15,000,000 and above	180	175	165
\$10,000,000 to \$14,999,999	175	170	160
\$5,000,000 to \$9,999,999	165	160	150
\$2,500,000 to \$4,999,999	150	145	135
\$0 to \$2,499,999	140	135	125
Billing Cycle (calendar days)	Monthly	Monthly	Monthly
Payment Terms (calendar days)	7	14	25

* Standard Transaction Rebate Incentives are listed in basis points. One basis point equals .0001. The highest Annual Dollar Volume tier achieved for a particular year will determine the applicable Standard Transaction Rebate Incentive that will be applied to all of that year's Annual Dollar Volume for Standard Transactions (the "Applicable Standard Transaction Rebate Incentive"). Level III Transactions and Large Ticket Transactions will also earn Rebate Incentives as follows: the portion of Annual Dollar Volume attributed to Level III Transactions for a particular year will earn a Rebate Incentive equal to the lesser of (i) ½ of the Applicable Standard Transaction Rebate Incentive set forth above for that year, or (ii) 92.5 basis points; and the portion of Annual Dollar Volume attributed to Large Ticket Transactions for a particular year will earn a Rebate Incentive equal to the lesser of (A) ½ of the Applicable Standard Transaction Rebate Incentive set forth above for that year, or (B) 72.5 basis points. Transactions falling into any category other than those specifically referenced above are excluded from Annual Dollar Volume and will not earn a Rebate.

As used herein, "Annual Dollar Volume" means total Dollar Volume, based on monthly statement cycle activity for statement cycles ending in January through December of each calendar year; "Dollar Volume" means the total of Standard Transactions, Level III Transactions and Large Ticket Transactions, each as defined below, under the Program (excluding transactions attributed to Cards that earn rewards points under Rewards Programs or that are issued under other programs not described in the Section of the Authorization entitled "Program") minus returns minus disputed or unauthorized use charges for which the Company has been reimbursed minus cash advances; "Standard Transactions" means those transactions for which interchange is paid at Visa's published rate for the Commercial Standard Interchange Reimbursement Fee Program or any other Fee Program paying interchange at a published rate greater¹ than that paid for Level III Transactions; "Level III Transactions" means those transactions for which interchange is paid at Visa's published rate for the Commercial Level III Fee Program; "Large Ticket Transactions" means those transactions for which interchange is paid at Visa's published rate for the Visa Purchasing Large Ticket Fee Program, in each case in accordance with Visa's published schedules in effect from time to time.

PNC reserves the right, in its sole discretion, to exclude from Annual Dollar Volume any outstanding balances on Cards which are not paid on or before each Payment Due Date.

¹ For purposes of determining whether a particular Fee Program pays interchange at a rate greater than that paid for Level III Transactions, only the portion of the interchange fee expressed as a percentage is considered.

FOR DISCUSSION PURPOSES ONLY

*Prepared for
City of Hollywood*

This Rebate Schedule reflects corporate bill and liability for Company Bill Programs, and individual bill and corporate liability for Cardholder Bill Programs. This Rebate Schedule shall remain in effect for a minimum of three (3) years from the Effective Date, subject to PNC's right to amend this Rebate Schedule in accordance with the terms of the Agreement. After such three (3) year period, PNC may amend this Rebate Schedule for any reason, at any time, and from time to time, upon sixty (60) days' prior written notice to the Company. Capitalized terms used but not defined in this Rebate Schedule shall have the meanings given to such terms in the Program Terms.

Rebates are paid on an annual basis on or before February 1 of the following calendar year.

This Pricing Proposal is confidential and is valid for consideration for 180 days from 4/1/2022. This Pricing Proposal is for discussion purposes only, is not a commitment or an offer to lend and does not create any obligation on the part of PNC.

Pricing

PNC CUSTODY FEE SCHEDULE

SUMMARY OF SERVICES:

As your custodian, PNC Bank will:

- Take possession of and safekeep assets
- Provide statements that reflect all investment transactions and cash transactions affecting the assets
- Comply with the instructions of the outside manager as set forth in the terms of the custody agreement
- Advise of any corporate actions which require a decision (provided that appropriate and timely information is available to PNC Bank)

ANNUAL FEE:

Annual fee based on the total market value of the account as of the billing date and charged monthly or quarterly:

- 0.10% on the first \$5,000,000
- 0.05% on the next \$10,000,000
- 0.025% on the balance

A 30% discount will be applied to the annual fee above for City of Hollywood.

Minimum Annual Fee: \$25,000

OTHER CHARGES AND FEES:

- \$500 per account maintenance charge
- \$15 security transaction fee for each investment purchase and sale

SUPPLEMENTAL SERVICES:

Employee Benefit lump sum payments: \$25 per payment

Employee Benefit periodic payments: \$3.50 per payment

Tax reporting: \$1 per 1099-R, plus postage

State withholding, per state: \$100

VEBA transfers: \$20

VEBA check disbursements: \$25

This ASC 820 fair value hierarchy input level information provides an accommodation to assist those who are *reporting entities* (ASC 820 term) in your ASC 820 reporting. For this purpose, PNC Bank, National Association and PNC Bank, Delaware (together, PNC Bank) are not ASC 820 reporting entities. Identified account holdings are level 1, 2, or 3. PNC Bank bases its ASC 820 methodology on asset class, rather than the methodology specifically set forth in ASC 820. Obtained information used by PNC Bank from commercial sources is believed to be reliable. The determination of the ASC 820 level of input used in the valuation of any asset.

FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): PNC Bank, National Association

If Corporation - Date Incorporated/Organized: *See Below Federal Tax Identification Number: 22-1146430

*The PNC Financial Services Group, Inc. was incorporated under the laws of the Commonwealth of Pennsylvania in 1983. For more than 165 years, PNC has been helping organizations.

State Incorporated/Organized: Pennsylvania

Company Operating Address: The Tower at PNC Plaza, 300 Fifth Avenue

City: Pittsburgh State: PA Zip Code: 15222-2707

Remittance Address (if different from ordering address):

City: Tampa State: FL Zip Code: 33602

Company Contact Person: Jeremy Bennett Email Address: jeremy.bennett@pnc.com

Phone Number (include area code): 813-637-7156 Fax Number (include area code): n/a

Company's Internet Web Address: www.pnc.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.**

Bidder/Proposer's Authorized Representative's Signature:  Date: March 29, 2022

Type or Print Name: Jeremy Bennett

**Please refer to PNC's Request for Proposal Exceptions. PNC's signature hereto, does not reflect PNC's agreement to be bound by the terms, conditions, specifications, attachments and any addenda. In lieu of working from the terms, conditions, specifications, attachments and any addenda in the RFP, PNC requires the use of its standard documentation for services. PNC does not agree "Submittal shall be considered an offer on the part of the bidder/proposer" as this Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. PNC does not agree to "all fees shall remain the same through any renewal periods of the agreement." For Treasury Management Services, PNC will agree to fix pricing for the initial period of six (6) years. At the end of the initial period, the Bank encourages to engage in a conversation with the City to mutually agree the pricing for the renewal periods.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY

MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER. **

SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Supplier Response Form

FORM 4

VENDOR REFERENCE FORM

City of Hollywood

Solicitation #:

Reference for:

Organization/Firm Name providing reference:

Organization/Firm Contact Name: Title:

Email: Phone:

Name of Referenced Project: Contract No:

Date Services were provided: Project Amount:

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☒ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Banking Services

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☐	☐	☒
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****

Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:		Title:			

	Department:		Date:	
--	--------------------	--	--------------	--

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **nicholas.ayotte@pnc.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

Throughout the course of my relationship with PNC Banking, I have found them to be an organization that delivers excellent and very responsive service. Their staff has a high level of knowledge and experience in all aspects of treasury services and public financing. They display an exemplary level of professionalism and dedication to customer satisfaction. They are very responsive by phone and in electronic and in person meetings as needed.

During their time with the District, PNC banking has developed a reputation of security, accuracy and excellent customer service.

Supplier Response Form

FORM 4

VENDOR REFERENCE FORM

City of Hollywood

Solicitation #:

Reference for:

Organization/Firm Name providing reference:

Organization/Firm Contact Name: Title:

Email: Phone:

Name of Referenced Project:

Date Services were provided: Project Amount:

Vendor's role in Project: ☐ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☒ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

PNC Bank has provided the Authority with Treasury & Card Management services since 2016. They also responded to the Authority's RFP for Investment Banking Services and were selected for our Investment Banking Team. They have also been a partner in our short term borrowing needs, providing a Line of Credit & small Bank Loan.

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☐	☒	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☐	☒	☐

Additional Comments (provide additional sheet if necessary):

Nick Ayotte and his team have been and continue to be a great partner for the Authority. I appreciate his proactive approach to client services.

****THIS SECTION FOR CITY USE ONLY****

Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:		Title:			

	Department:		Date:	
--	--------------------	--	--------------	--

Please enter your password below and click Save to update your response.

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- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **nicholas.ayotte@pnc.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

Supplier Response Form

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #:

Reference for:

Organization/Firm Name providing reference:

Organization/Firm Contact Name: Title:

Email: Phone:

Name of Referenced Project:

Date Services were provided: Contract No:

Project Amount:

Vendor's role in Project: ☐ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Staff turnover	☐	☐	☐	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****

Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:		Title:			

	Department:		Date:	
--	--------------------	--	--------------	--

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **nicholas.ayotte@pnc.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

FORM 5**HOLD HARMLESS AND INDEMNITY CLAUSE**

(Company Name and Authorized Signature, Print Name), the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.*

Signature

Printed Name

Name of Company

Title

*Please refer to PNC's Request for Proposal Exceptions in the Appendix. PNC takes exception to this provision as drafted, but is amenable to discussing liability within the context of our standard documentation.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PNC BANK NATIONAL ASSOCIATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **J**

If disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions

Requester's name and address (optional)

300 FIFTH AVENUE

6 City, state, and ZIP code

PITTSBURGH, PA 15222

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

ITO-[I]-[I]-[I]-[I]

or
Employer identification number

22-1146430

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Name Harris

Date **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future development. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption

taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098 -E (student

loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FORM 13

EARNINGS CREDIT RATE, EXCESS EARNINGS BALANCE RATE, AND OTHER COMPENSATING CREDITS

1. **Earnings Credit Rate** Please specify the earnings credit rate (ECR) offered and explain in detail the application of the proposed ECR as applied to both compensating balances. If there is more than one option, please include that as well and specify the flexibility to switch between the two options over the term of the agreement. Provide an example of the calculation.

Each analysis month, the Earnings Credit Rate will be equal to 60% of the Target Federal Funds Rate (when set as a range, the top end of that range) then in effect, currently 0.30%.

The Earnings Credit Rate (ECR) and Account Balance Fee (ABF) are discretionary rates we set after considering the overall interest rate environment, your other available investment options and the competitive environment. The respective amounts are calculated as follows:

ECR Calculation (monthly):

Average Collected Balance \$ x ECR rate x month (# of days in billing month / # days in calendar year)

ABF Calculation (monthly):

Average Ledger Balance \$ / 1,000 x ABF per unit price

2. **Excess Balance Earnings Rate** Please specify the excess balance earnings rate offered and explain its' application. If there is more than one option, please include that as well and specify the flexibility to switch between the two options over the term of the agreement and to which ECR each option is tied. Provide an example of the calculation.

The Excess balance rate is currently 0.03%. There are different sweep alternatives that can be utilized and evaluated. These can be easily implemented or changed if the City doesn't feel the solution is appropriate.

The sweep rates vary based on the type, fund or balance. The rates are currently between 0.01% and 0.03%

3. **Other Compensating Credits** Please specify any other compensating credits towards product and service costs, transition expense, and any future product or service implementation, if any.

PNC will agree to waive implementation service charges for the City, if implementation is completed by an agreed upon date.

FORM 14**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

I am Jeremy Bennett of PNC Bank, National Association, the
bidder/proposer that has submitted the attached bid/proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of City Staff.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my bid/proposal.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the City Staff during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

FORM 14
INDEPENDENCE AFFIDAVIT
(CONTINUED)

Jeremy Bennett
Signature

Jeremy Bennett
Print Name

Vice President, Treasury Management Officer
Title

March 29, 2022
Date

*Please refer to PNC's Request for Proposal Exceptions in the Appendix. PNC Bank N.A., the contracting party, is a wholly owned subsidiary of PNC Bancorp Inc., which is 100% owned by PNC Financial Services Group, Inc., a publicly traded company. No one individual owns 10% of PNC Financial Services Group, Inc. The parent companies nor subsidiaries are interested parties in the contract. PNC Financial Services Group, Inc. is a large, full service financial services institution with over 50,000 employees and thousands of relationships. Accordingly, we cannot make a blanket representation as to every employee and every relationship. However, based on our records and after due inquiry, to our knowledge, there are no known conflicts of interest in serving the City of Hollywood that requires disclosure at this time. No PNC employee is a current City of Hollywood officer/employee. PNC from time to time may employ individuals who may be relatives/family members of City of Hollywood officers/employees; however, no member of the PNC deal team associated with this RFP is an Immediate Family member of a current City of Hollywood officers/employees, as defined in Section 24.01 of the City Code of Ordinances. Additionally, PNC may potentially have customary banking relationships (checking and savings accounts, investment accounts, loans, trust accounts, etc.) with City of Hollywood officers/employees. In addition, the deal team has been individually surveyed to confirm no conflicts of interest exist.

REPORT NAME

BANK NAME AND NUMBER

CUSTOMER NAME AND ACCOUNT NUMBER

PERIOD ENDING DATE

CONSECUTIVE PAGE NUMBER

ACCOUNT RECONCILIATION SERVICE

PNCBank, National Association

PNCBANK

TYPE OF REPORT		AFFILIATE BANK NAME				BANK NO	CUST ACCOUNT NO	CUSTOMER NAME		DATE	PAGE					
PAID ONLY		PITTSBURGH				001	1234567891	ABC COMPANY		07-30-09	1					
MICR ENCODED CHECK / SERIAL NUMBER	CODE	CHECK NUMBER	CHECK AMOUNT		DATE	DATE	SEQUENCE	PAYEE	W000	CHECK NUMBER	CHECK AMOUNT		DATE	DATE	SEQUENCE	PAYEE
			PAID	O/S	PAID	ISSUED	NUMBER	IDENTIFICATION			PAID	O/S	PAID	ISSUED	NUMBER	IDENTIFICATION
		1	1000000001	100.00	07 #	09	01111111111									
			1000000002	200.00	07 #	09	07 # 09	02222222222								ABC COMPANY
		1	1000000003	300.00	07 #	09	03333333333									
			1000000004	400.00	07 #	09	07 # 09	04444444444								SMITHCO
			1000000005	500.00	07 #	09	07 # 09	05555555555								JONES CORP
			1000000006	600.00	07 #	09	07 # 09	06666666666								ABC COMPANY
			1000000007	700.00	07 #	09	07 # 09	07777777777								ALLEN PIPE
			1000000008	800.00	07 #	09	07 # 09	08888888888								TECH CORP
			1000000009	900.00	07 #	09	07 # 09	09999999999								VALLEY INC
			1000000010	1000.00	07 #	09	07 # 09	02111111111								LEE TRUCKING
		1	1000000011	1100.00	07 #	09		02222222222								
			1000000012	1200.00	07 #	09	07 # 09	02333333333								JONES CORP
			1000000013	1300.00	07 #	09	07 # 09	02444444444								THOMAS REALTY
			1000000014	1400.00	07 #	09	07 # 09	02555555555								JOHNSON CO
			1000000015	1500.00	07 #	09	07 # 09	02666666666								XYZ FORMS
			1000000016	1600.00	07 #	09	07 # 09	02777777777								SHIPPING INC
			1000000017	1700.00	07 #	09	07 # 09	02888888888								LEE TRUCKING
			1000000018	1800.00	07 #	09	07 # 09	02999999999								SMITHCO
					PAID			17,100.00								18GT
					DATE THE CHECK WAS ISSUED											SEQUENCE NUMBER - THE NUMBER THE BANK STAMPS ON THE BACK OF THE CHECK WHEN THE ITEM IS FIRST PROCESSED. USED TO TRACE THE ITEM.

PAYEE IDENTIFICATION - OPTIONAL 12-CHARACTER ADDITIONAL DATA FIELD

PROVIDED BY CLIENT ON ISSUE

FILE

TYPE OF REPORT

UNPAID ONLY = OUTSTANDING ITEMS ONLY ON THIS REPORT

PAID ONLY = PAID ITEMS ONLY ON THIS REPORT

CONSOLIDATED = PAID & OUTSTANDING CHECKS ON SAME REPORT

SPECIAL = OFF CYCLE REPORT PER REQUEST

1 = CHECK PAID THIS PERIOD ; NO OUTSTANDING MASTER RECEIVED

2 = CHECK VOIDED; OUTSTANDING MASTER REMOVED; NOT ADDED INTO TOTALS

3 = CHECK PAID PREVIOUS PERIOD; OUTSTANDING MASTER STILL

SEQUENCE NUMBER BEGINNING WITH "X" IDENTIFIES AN ACH CONVERTED CHECK M

4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED

5 = STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED

6 = FORCED ITEM DUPLICATE

MISSING ***OUTSTANDING

MICR ENCODED CHECK / SERIAL NUMBER

STATUS CODE OF THE ITEM

CHECK AMOUNT PAID - DOLLAR AMOUNT OF THE PAID ITEM

DATE PAID - THE DATE THE ACCOUNT WAS DEBITED

The Paid Only Report is a detailed listing of all items that have been paid against your PNC Bank account from the date of your previous reconciliation report through the date on the report (your pre-defined reconciliation period). The report is displayed in check / serial number order. Stop payments are also reported, but are not included in the totals.

REPORT NAME

BANK NAME AND NUMBER

CUSTOMER NAME AND ACCOUNT NUMBER

PERIOD ENDING DATE

CONSECUTIVE PAGE NUMBER

ACCOUNT RECONCILIATION SERVICE

PNCBank, National Association

PNCBANK

TYPE OF REPORT	AFFILIATE BANK NAME		BANK NO	CUST ACCOUNT NO	CUSTOMER NAME		DATE	PAGE							
UNPAID ONLY	PITTSBURGH		001	1234567890	ABC COMPANY		07-30-09	1							
CODE	CHECK NUMBER	CHECK AMOUNT		DATE PAID	DATE ISSUED	SEQUENCE NUMBER	PAYEE IDENTIFICATION	CODE	CHECK NUMBER	CHECK AMOUNT		DATE PAID	DATE ISSUED	SEQUENCE NUMBER	PAYEE IDENTIFICATION
		PAID	O/S							PAID	O/S				
	1000000040		6100.00		07 01 09	01111111111	ALLEN PIPE								
	1000000041		6101.00		07 01 09	02222222222	SMITHCO								
	1000000042		6102.00		07 01 09	03333333333	THOMAS REALTY								
	1000000043		6103.00		07 01 09	04444444444	VALLEY INC								
	1000000044		6104.00		07 01 09	05555555555	XYZ FORMS								
	1000000045		6105.00		07 01 09	06666666666	SMITHCO								
	1000000046		6106.00		07 01 09	07777777777	JOHNSON CO								
	1000000047		6107.00		07 01 09	08888888888	LEE TRUCKING								
	1000000048		6108.00		07 01 09	09999999999	JONES CORP								
	1000000049		6109.00		07 01 09	02111111111	ABC COMPANY								
	1000000050		6110.00		07 01 09	02222222222	VALLEY INC								
	1000000051		6111.00		07 01 09	02333333333	XY MI								
	1000000052		6112.00		07 01 09	02444444444	MI								
	4 1000000053		6113.00	07 # 09	07 01 09	02555555555	LE								
	1000000054		6114.00		07 01 09	02666666666	THOMAS REALTY								
	1000000055		6115.00		07 01 09	02777777777	VALLEY INC								
	1000000056		6116.00		07 01 09	02888888888	ALLEN PIPE								
		O/S	103,836.00	17GT											

DATE THE CHECK WAS ISSUED

SEQUENCE NUMBER - THE NUMBER THE BANK STAMPS ON THE BACK OF THE CHECK WHEN THE ITEM IS FIRST PROCESSED. USED TO TRACE THE ITEM.

PAYEE IDENTIFICATION - OPTIONAL 12-CHARACTER ADDITIONAL DATA FIELD PROVIDED BY CLIENT ON ISSUE FILE

MICR ENCODED CHECK / SERIAL NUMBER

STATUS CODE OF THE ITEM

CHECK AMOUNT - DOLLAR AMOUNT OF THE ITEM SHOWN UNDER THE O/S COLUMN HEADING

DATE PAID - THE DATE THE CHECK WAS PRESENTED FOR PAYMENT OR STOP OR VOID DATE

TYPE OF REPORT

UNPAID ONLY = OUTSTANDING ITEMS ONLY ON THIS REPORT

PAID ONLY = PAID ITEMS ONLY ON THIS REPORT

CONSOLIDATED = PAID & OUTSTANDING CHECKS ON SAME REPORT

SPECIAL = OFF CYCLE REPORT PER REQUEST

EXPLANATION OF CODES

1 = CHECK PAID THIS PERIOD ; NO OUTSTANDING MASTER RECEIVED

2 = CHECK VOIDED; OUTSTANDING MASTER REMOVED; NOT ADDED INTO TOTALS

3 = CHECK PAID PREVIOUS PERIOD; OUTSTANDING MASTER STILL

SEQUENCE NUMBER BEGINNING WITH "X" IDENTIFIES AN ACH CONVERTED CHECK M

4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED

5 = STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED

6 = FORCED ITEM DUPLICATE

MISSING ***OUTSTANDING

The Unpaid Only Report is a detailed listing of the checks that are outstanding. It also displays all stops and cancels as well as the issue date of the items. The report is displayed in check / serial number order.

ACCOUNT RECONCILIATION SERVICE

PNCBank, National Association

PNCBANK

TYPE OF REPORT		AFFILIATE BANK NAME					BANK NO	CUST ACCOUNT NO	CUSTOMER NAME		DATE	PAGE		
CONSOLIDATED		PITTSBURGH					001	1234567890	ABC COMPANY		07-30-09	1		
MICR ENCODED CHECK / SERIAL NUMBER	CHECK NUMBER	CHECK AMOUNT		DATE PAID	DATE ISSUED	SEQUENCE NUMBER	PAYEE IDENTIFICATION	CHECK NUMBER	CHECK AMOUNT		DATE PAID	DATE ISSUED	SEQUENCE NUMBER	PAYEE IDENTIFICATION
		PAID	O/S						PAID	O/S				
STATUS CODE OF THE ITEM	1000000001	100.00		07 # 09		01111111111								
	1000000002	200.00		07 # 09		02222222222	ABC COMPANY							
	1000000003	300.00		07 # 09		03333333333								
	1000000004	400.00		07 # 09		04444444444	SMITHCO							
	1000000005	500.00		07 # 09		05555555555	JC CHECK DATE PAID AND							
	1000000006	600.00		07 # 09		06666666666	AL DATE ISSUED							
CHECK AMOUNT - PAID AMOUNT OR OUTSTANDING AMOUNT	1000000007	700.00		07 # 09		07777777777	TECH CORP							
	1000000008	800.00		07 # 09		08888888888	VALLEY INC							
	1000000009	900.00		07 # 09		09999999999	LEE TRUCKING							
	1000000010	1000.00		07 # 09		02111111111								
	1000000011	1100.00		07 # 09		02222222222								
	1000000012	1200.00		07 # 09			JONES CORP							
DATE PAID - THE DATE THE CHECK WAS PRESENTED FOR PAYMENT OR STOP OR VOID DATE	1000000013	1300.00		07 # 09		02444444444	THOMAS REALTY							
	1000000014	1400.00		07 # 09		02555555555	JOHNSON CO							
	1000000015	1500.00		07 # 09		02666666666	XYZ FORMS							
	1000000016	1600.00		07 # 09		02777777777	SHIPPING INC							
	1000000017	1700.00		07 # 09		02888888888	LEE TRUCKING							
	1000000018	1800.00		07 # 09		02999999999	SMITHCO							
	1000000040	6100.00		07 01 09		01111111111	ALLEN PIPE							
	1000000041	6101.00		07 01 09		02222222222	SMITHCO							
	1000000042	6102.00		07 01 09		03333333333	THOMAS RE							
	1000000043	6103.00		07 01 09		04444444444	VALLEY INC							
	1000000044	6104.00		07 01 09		05555555555	XYZ FORMS							
	1000000045	6105.00		07 01 09		06666666666	SMITHCO							
	1000000046	6106.00		07 01 09		07777777777	JOHNSON CO							
	1000000047	6107.00		07 01 09		08888888888	LEE TRUCKING							
	1000000048	6108.00		07 01 09		09999999999	JONES CORP							
	1000000049	6109.00		07 01 09		02111111111	ABC COMPANY							
	1000000050	6110.00		07 01 09		02222222222	VALLEY INC							
	1000000051	6111.00		07 01 09		02333333333	XYZ FORMS							
	1000000052	6112.00		07 01 09		02444444444	MILLER CO							
4	1000000053	6113.00		07 # 01 07 01 09		02555555555	LEE TRUCKING							

10000000546114.0007 01 0902666666666THOMAS REALTY

10000000556115.0007 01 0902777777777VALLEY INC

10000000566116.0007 01 0902888888888ALLEN PIPE

O/S 103,836.00 17GT PAID 17,100.00 18GT

TYPE OF REPORT		EXPLANATION OF CODES	
UNPAID ONLY	= OUTSTANDING ITEMS ONLY ON THIS REPORT	1 = CHECK PAID THIS PERIOD ; NO OUTSTANDING MASTER RECEIVED	4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED
PAID ONLY	= PAID ITEMS ONLY ON THIS REPORT	2 = CHECK VOIDED; OUTSTANDING MASTER REMOVED; NOT ADDED INTO TOTALS	5 = STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED
CONSOLIDATED	= PAID & OUTSTANDING CHECKS ON SAME REPORT	3 = CHECK PAID PREVIOUS PERIOD; OUTSTANDING MASTER STILL	6 = FORCED ITEM DUPLICATE
SPECIAL	= OFF CYCLE REPORT PER REQUEST	SEQUENCE NUMBER BEGINNING WITH "X" IDENTIFIES AN ACH CONVERTED CHECK	M = MISSING ***OUTSTANDING

The Consolidated Report is a detailed report of check paid activity from the date of your previous reconciliation report through the date on the report (for your pre-defined reconciliation period). The Consolidated Report is produced by comparing your check register to the checks which were presented for payment at the bank. This report combines the Paid Only and Unpaid Only Reports. The report is sorted in check / serial number order.

**PNC Bank, National Association
City of Hollywood, Florida
RFP-4718-22-SS
Request for Proposal Exceptions**

This Proposal is delivered by PNC Bank, National Association (“PNC”) in response to the Request for Proposal (“RFP”) for City of Hollywood, Florida (the “City”) for Banking Services (the “Services”), including treasury services (“**Treasury Management Services**”). This Proposal is also delivered by PNC on the condition that it be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the City’s directors, officers, employees, counsel and other advisors, or as required by law), or used other than for the purpose of evaluating this Proposal, without PNC’s prior written approval.

This Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. Any commitment to provide certain Services may be subject to credit approval and any binding agreement to accept or provide the Services will be subject to the parties entering into a written agreement that will contain terms that are acceptable to the parties. PNC reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the Services or to choose not to provide some or all of the Services. The City is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

This proposal is **valid for 120 days**. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 120-day period.

In particular, we would like to call to your attention the following exceptions to the RFP:

PNC does not agree to be bound by the terms, conditions, specifications, attachments and any addenda. In lieu of working from the terms, conditions, specifications, attachments and any addenda in the RFP, PNC requires the use of its standard documentation, **PNC’s Treasury Management Services Comprehensive Agreement** and **Account Agreement for Business Accounts** (governs all Deposit Accounts), which is included with the Proposal and is written for the specific Services that are the subject of the RFP. PNC will consider any comments the City might have on its documents, including requests to include specific provisions of the RFP, and work to negotiate a mutually acceptable agreement. To the extent that the provisions of the RFP are inconsistent with the provisions of our standard documents, our standard documents will govern.

SECTION I - INTRODUCTION

Page 2, Bid Comments - PNC does not agree to “all fees shall remain the same through any renewal periods of the agreement.” For Treasury Management Services, PNC will agree to fix pricing for the initial period of six (6) years. At the end of the initial period, the Bank encourages to engage in a conversation with the City to mutually agree the pricing for the renewal periods.

Page 5, 1.1 Purpose - PNC does not agree to be bound by the terms, conditions, specifications, attachments and any addenda. PNC does not agree “Submittal shall be considered an offer on the part of the bidder/proposer” as this Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. PNC’s signature hereto, does not reflect PNC’s agreement to be bound to all the terms, conditions, and specifications of the Request for Proposal.

SECTION II – SPECIAL TERMS AND CONDITIONS

Page 8, 2.15 Conflict of Interests Prohibited, Section 34.02 City Code of Ordinances – PNC Bank N.A., the contracting party, is a wholly owned subsidiary of PNC Bancorp Inc., which is 100% owned by PNC Financial Services Group, Inc., a publicly traded company. No one individual owns 10% of PNC Financial Services Group, Inc. The parent companies nor subsidiaries are interested parties in the contract. PNC Financial Services Group, Inc. is a large, full service financial services institution with over 50,000 employees and thousands of relationships. Accordingly, we cannot make a blanket representation as to every employee and every relationship. However, based on our records and after due inquiry, to our knowledge, there are no known conflicts of interest in serving the City of Hollywood that requires disclosure at this time. No PNC employee is a current City of Hollywood officer/employee. PNC from time to time may employ individuals who may be relatives/family members of City of Hollywood officers/employees; however, no member of the PNC deal team associated with this RFP is an Immediate Family member of a current City of Hollywood officers/employees, as defined in Section 24.01 of the City Code of Ordinances. Additionally, PNC may potentially have customary banking relationships (checking and savings accounts, investment accounts, loans, trust accounts, etc.) with City of Hollywood officers/employees. In addition, the deal team has been individually surveyed to confirm no conflicts of interest exist.

Page 9, 2.17 Insurance Requirements – Please refer to the “Insurance Comments” section at the end of this document.

Page 10, 2.20 Debarred or Suspended Bidders or Proposers – Neither PNC Bank, N.A. (“PNC Bank”) nor The PNC Financial Services Group, Inc. has been debarred by any federal, state or local entity from participating in governmental contracts.

Pages 10-11, 2.21 Public Records - Information about the references provided by PNC in its Proposal, including without limitation the contact information of persons identified in the references, is proprietary and confidential information, the disclosure of which could provide an unfair advantage to PNC’s competitors. Such information is not generally made available publicly by PNC and requests that the information be kept confidential and not disclosed under the Florida Freedom/Open Records Act. PNC requests that it be notified in writing promptly of any request for disclosure and given the opportunity to oppose the disclosure. PNC requests that after award the confidential information described above be returned to PNC and all copies thereof be destroyed.

Page 12, 2.22 Scrutinized Company – The U.S. Department of Commerce’s Office of Antiboycott Compliance (“OAC”) publishes regulations that require parties subject to U.S. jurisdiction to take certain actions, such as reporting, and not participate in certain boycotting actions such as boycotts of Israel. PNC like other regulated financial institutions in the trade space has a compliance program reasonably designed and managed to meet those requirements. PNC also operates a compliance program reasonably designed to prevent violations of anti-boycott compliance and to only support authorized sanction activity in Sudan, Cuba and Syria.

SECTION III – SCOPE OF WORK/SERVICES

Please refer to the RFP response section for any exceptions.

FORMS

Form 1 Submittal Checklist Form, Certificate of Insurance - Please refer to the “Insurance Comments” section at the end of this document.

Form 1 Submittal Checklist Form, Proof of State of Florida Sunbiz Registration - PNC is a federally chartered banking institution that provides banking and financial services, and thus any state or local business license requirements are preempted by applicable federal requirements. In all events, PNC will comply with all federal and state laws, rules and regulations, as such laws, rules and regulations are

currently enacted and promulgated and as they may subsequently be amended and adopted, which are applicable to PNC.

Form 2 Acknowledgement and Signature Page – As noted on Form 2, PNC's signature hereto, does not reflect PNC's agreement to be bound by the terms, conditions, specifications, attachments and any addenda. In lieu of working from the terms, conditions, specifications, attachments and any addenda in the RFP, PNC requires the use of its standard documentation for services. PNC does not agree "Submittal shall be considered an offer on the part of the bidder/proposer" as this Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. PNC does not agree to "all fees shall remain the same through any renewal periods of the agreement." For Treasury Management Services, PNC will agree to fix pricing for the initial period of six (6) years. At the end of the initial period, the Bank encourages to engage in a conversation with the City to mutually agree the pricing for the renewal periods.

Form 4 Vendor Reference Form – As previously stated, information about the references provided by PNC in its Proposal, including without limitation the contact information of persons identified in the references, is proprietary and confidential information, the disclosure of which could provide an unfair advantage to PNC's competitors. Such information is not generally made available publicly by PNC and requests that the information be kept confidential and not disclosed under the Florida Freedom/Open Records Act. PNC requests that it be notified in writing promptly of any request for disclosure and given the opportunity to oppose the disclosure. PNC requests that after award the confidential information described above be returned to PNC and all copies thereof be destroyed.

Form 5 Hold Harmless and Indemnity Clause – As noted on Form 5, PNC takes exception to this provision as drafted, but is amenable to discussing liability within the context of our standard documentation, including appropriate caps on liability.

Form 14 Independence Affidavit – As noted on Form 14, PNC Bank N.A., the contracting party, is a wholly owned subsidiary of PNC Bancorp Inc., which is 100% owned by PNC Financial Services Group, Inc., a publicly traded company. No one individual owns 10% of PNC Financial Services Group, Inc. The parent companies nor subsidiaries are interested parties in the contract. PNC Financial Services Group, Inc. is a large, full service financial services institution with over 50,000 employees and thousands of relationships. Accordingly, we cannot make a blanket representation as to every employee and every relationship. However, based on our records and after due inquiry, to our knowledge, there are no known conflicts of interest in serving the City of Hollywood that requires disclosure at this time. No PNC employee is a current City of Hollywood officer/employee. PNC from time to time may employ individuals who may be relatives/family members of City of Hollywood officers/employees; however, no member of the PNC deal team associated with this RFP is an Immediate Family member of a current City of Hollywood officers/employees, as defined in Section 24.01 of the City Code of Ordinances. Additionally, PNC may potentially have customary banking relationships (checking and savings accounts, investment accounts, loans, trust accounts, etc.) with City of Hollywood officers/employees. In addition, the deal team has been individually surveyed to confirm no conflicts of interest exist.

Insurance Comments

PNC takes exception to the City's insurance requirements set forth in the RFP and proposes that PNC's insurance obligations be negotiated after PNC's selection. In the interim, an overview of PNC's insurance coverage information is submitted with this Proposal for informational purposes only.

Please see the following edits.

2.17 Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Professional/Errors & Omissions ~~\$20,000,000~~ **\$2,000,000**

~~The City must be listed as the certificate holder on all insurance certificates using the following format:~~

**City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020**

Contractor shall provide a Memorandum of Insurance as evidence of insurance.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: ~~The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates A memorandum of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect. Contractor shall provide a renewal memorandum of insurance at policy renewal.~~

~~The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.~~

~~The City reserves the right to require additional insurance in order to meet the full value of the contract.~~

~~The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.~~



The PNC Financial Services Group, Inc. 2021-2022 Insurance Coverage Information

PNC manages to an overall moderate level of risk to capture opportunities and optimize shareholder value. In consideration of this risk tolerance, we maintain robust insurance coverage for PNC and all of our subsidiaries in order to protect the assets of the corporation.

DIRECTORS & OFFICERS LIABILITY

Carrier:	Chubb & Various Other Carriers
Policy Term:	12/1/2021 - 12/1/2022
Per Loss Limit:	\$25,000,000
Coverage Description:	Coverage for wrongful acts or omissions of directors and officers while fulfilling their respective duties

GENERAL LIABILITY

Carrier:	AIG
Policy Term:	9/1/2021 - 9/1/2022
Per Loss Limit:	\$5,000,000
Coverage Description:	Coverage for third party claims arising from bodily injury, property damage, and/or personal injury

PROFESSIONAL LIABILITY (E&O)

Carrier:	XL & Various Other Carriers
Policy Term:	12/1/2021 - 12/1/2022
Per Loss Limit:	\$25,000,000
Coverage Description:	Coverage for wrongful acts, errors, omissions, and/or negligence in rendering professional services

AUTOMOBILE LIABILITY

Carrier:	AIG
Policy Term:	9/1/2021 - 9/1/2022
Per Loss Limit:	\$5,000,000
Coverage Description:	Coverage for bodily injury or property damage arising from the use of vehicles

FINANCIAL INSTITUTION BOND (CRIME)

Carrier:	XL & Various Other Carriers
Policy Term:	12/1/2021 - 12/1/2022
Per Loss Limit:	\$25,000,000
Coverage Description:	Coverage for fraud, robbery, theft, forgery, and/or employee dishonesty

WORKERS' COMPENSATION

Carrier:	AIG
Policy Term:	9/1/2021 - 9/1/2022
Per Loss Limit:	Statutory Limits
Coverage Description:	Coverage for employee injury as prescribed/mandated by state regulation

PROPERTY

Carrier:	Lexington Insurance Co. & Various Other Carriers
Policy Term:	5/1/2021 - 5/1/2022
Per Loss Limit:	\$10,000,000
Coverage Description:	Coverage for loss to real and personal property, including business interruption, boiler and machinery, equipment

NETWORK & PRIVACY LIABILITY (CYBER)

Carrier:	AIG & Various Other Carriers
Policy Term:	3/1/2021 - 3/1/2022
Per Loss Limit:	\$15,000,000
Coverage Description:	Coverage for liability arising out of network security breach or systems failure

**Note that the information shown above is not an exhaustive listing of all insurance limits & coverages maintained by PNC nor does PNC agree to these limits in third party contracts, as each contract is reviewed individually.*

PNC BANK, N.A.

TREASURY MANAGEMENT

Treasury Management Services Comprehensive Agreement

Version January 2022

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GENERAL TERMS AND CONDITIONS

Agreement

This Treasury Management Services Comprehensive Agreement ("**Agreement**" or "**Comprehensive Agreement**") contains the terms and conditions under which **PNC Bank, National Association ("PNC," "we," "our," or "us")** will provide certain Treasury Management Specific Services (each a "**Service**" and collectively, the "**Services**") to you. As used in this Agreement, the terms "**you**", "**your**" and "**yours**" refer collectively to the legal entities who are made parties to this Agreement on the Treasury Management Services Authorization and Agreement. Each such entity will be jointly and severally liable to us for the performance of the obligations of all such entities under this Agreement. You must notify us in writing before any other entity uses a Service and sign or otherwise provide to us, and cause such other entity to sign or otherwise provide to us, such authorizing resolutions or other documentation as we may reasonably require.

These General Terms and Conditions apply to all of the Services described in this Agreement. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent.

The Terms and Conditions for each Specific Service is described in the specific Services section of this Agreement. All of the Services described in this Agreement may not be available at all times, or to all customers or to all markets. More detailed descriptions of certain Services and procedures for their use are contained in implementation documents ("**Documentation**") which, if applicable to a Service, we will supply to you before you begin to use that Service. From time to time, you may change information you have provided to us in the Documentation. We may rely on the information previously supplied by you until we receive written notice of any change from your Authorized Person (defined in the Securities Procedures Section below) in such form as we may require and have had a reasonable opportunity to act on such notice.

If the Terms and Conditions for a specific Service are not described herein the applicable terms and conditions shall be provided in an attached Exhibit so specifically named, which shall be attached hereto and incorporated herein.

PNC Deposit Account(s)

Your deposit accounts with us that you use in connection with the Services are also subject to the Account Agreement for Business Accounts ("**Business Account Agreement**") that has been separately provided to you. Your demand deposit or interest bearing checking accounts (if applicable) are also subject to our Funds Availability Policy.

The Documentation, the Business Account Agreement and the Funds Availability Policy as amended from time to time are incorporated herein by reference and made part of this Agreement. Should there be any inconsistency between the Terms and Conditions for Specific Services or the Documentation and the General Terms and Conditions or Business Account Agreement, the Terms and Conditions for Specific Services and the Documentation shall govern, but only to the extent of any inconsistency and only regarding that Specific Service.

This Agreement, including the Documentation, may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement in electronic form shall be considered to be a "writing" or "in writing" and shall constitute an "original" both in electronic form and when printed from electronic files or records established or maintained in the normal course of business.

No Extension of Credit, Fund Transfer, Setoff

If a Service involves a debit to any of your deposit accounts with us, prior to initiating the debit, you shall have in your deposit account the required amount of available funds to enable us to make the debit. If you do not have sufficient available funds, as determined by us in accordance with our then current policies and procedures, we shall have no obligation to process your Instruction or other transaction. Nothing in this Agreement, nor any course of dealing between us, shall be deemed to constitute a commitment or offer by us to extend credit or grant overdraft privileges to you even if we have done so on one or more prior occasions.

If we credit your account for any Funds Transfer or other payment order, the credit we give you is provisional until we receive final settlement of the Funds Transfer or other payment order through a Federal Reserve Bank or other applicable payment system. If we do not receive final payment, you agree that you must refund to us the amount we credited to you for the Funds Transfer or other payment order, and we may charge any account you have with us for such amount.

In addition to, and not in lieu of any rights of setoff under the law, we shall have a contractual right of setoff against your deposits and other property now or in the future in our possession, or in the possession of our subsidiaries, affiliates, foreign branches and other offices, for your obligations to us under this Agreement. We may exercise our right of setoff without demand upon or notice to you and it shall be deemed to have been exercised immediately upon any default by you without any action by us, although we may enter the setoff on our books and records at a later time.

Foreign Currency Transactions

(a) In the event that a Service involves payment from or to you in a foreign currency, your account shall be debited or credited (as applicable) in U.S. dollars with conversion based on our then quoted rate for the applicable foreign currency, plus or minus our fees and expenses, as applicable; however, if your account is designated as a foreign currency account, all transactions in the account will be in the applicable foreign currency, subject to subsection (c) below. If you are making a payment to a beneficiary in a foreign country, we may deliver that payment in the applicable foreign currency, even if you have advised us to send it in U.S. dollars. In addition, certain charges for foreign exchange, or otherwise, may be deducted from the amount of the payment. Also, regardless of whether you provide specific direction regarding use of a specific intermediary bank, we may use any intermediary bank that we select to make payments. The effective date of any payment order initiated by you in a foreign currency will be subject to our cutoff times, holiday schedules (in the United States and internationally) and our obligations to comply with all applicable laws and regulations prior to executing the payment order. You acknowledge that foreign currency exchange rates are subject to change at any time. You agree to assume the risk of any change in exchange rate between the time you request a payment and the time the payment is completed, cancelled, rejected or returned.

(b) As to any Service involving payment from, or to, you in a foreign currency, you and we agree that, except as provided in subsection (c) below, a Currency Event will not have the effect of altering any term of, discharging or excusing performance under, or giving either of us the right to terminate or alter, this Agreement, any Documentation for such Service or any transaction under such Service. A **"Currency Event"** means (i) that a country has lawfully eliminated, converted, redenominated, revalued or exchanged its currency, or fixed its exchange rates, or (ii) that a relevant rate option or other price source for a national currency has disappeared or been replaced, or (iii) that an agreed sponsor (or a successor sponsor) has failed or exchanged its currency. You agree, however, at our request to compensate us for any loss, cost, expense or reduction in return that we reasonably determine we have incurred or sustained as a result of a Currency Event and that would not have been incurred or sustained but for the provision of a Service to you.

We will deliver to you a certificate setting forth our determination of the amount or amounts necessary to compensate us for any such loss, cost, expense or reduction in return, which certificate shall be conclusive absent manifest error.

(c) Unless otherwise agreed by the parties to a transaction, each currency with respect to a particular country will be deemed to include any lawful successor currency (the **"Successor Currency"**) of that country.

If, after the trade date and on or before the settlement date of a transaction, a country has lawfully eliminated, converted, redenominated, revalued or exchanged its currency that was in effect on such trade or any date between the trade date and settlement date, (the **"Original Currency"**), for a Successor Currency, then for purposes of calculating any amount of such currency pursuant to a transaction, and for purposes of effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency amount by multiplying the amount of the Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by such country for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place. If there is more than one such date, the date closest to the settlement date will be selected. Notwithstanding the foregoing provisions, and subject to anything agreed by the

parties to a transaction, with respect to any currency that is substituted or replaced by another currency, the consequences of such substitution or replacement will be determined in accordance with applicable law.

(d) You and we will use our reasonable efforts, at the time of or at any time following a Currency Event, to amend this Agreement or any Documentation for a Service in order to reflect such Currency Event as it affects any of the Services we provide and to place you and us in substantially the same position with respect to the settlement of payments in the Successor Currency as would have been the case with respect to the settlement of payments in the Original Currency that the Successor Currency replaced.

Instructions

▪ Reliance on Account or Other Identifying Number

You acknowledge that banks and other financial institutions ("**banks**") routinely rely on account numbers in executing and accepting payment orders, including automated clearing house entries and wire transfers ("**Funds Transfers**") and other transactions. Accordingly, if you, (or a bank you have authorized to initiate a draw-down Funds Transfer request or other debit against your account with us) issue an Instruction containing an identifying or bank account number of the beneficiary, we and all intermediary and beneficiary banks may rely on such number without having any liability to you and without verifying such number, even if the Instruction also contains a name or other information that is inconsistent with such number. You will be obligated to pay the amount specified in such Instruction if it is a Funds Transfer. We may rely, to the same extent and without having any liability to you, on the identifying or account number as the correct identification of the beneficiary when we receive incoming Funds Transfers.

If you issue an Instruction to us in which you identify a name and a number, and the name and number identify different banks or the number identifies a person other than a bank, we may rely solely upon the number in your Instruction as the correct designation of the bank. Accordingly, you agree to compensate us for any loss and expense incurred by us as a result of such reliance on such number in executing or attempting to execute your Instruction.

▪ Cancellation or Amendment

You understand that you are solely responsible for ensuring that your Instructions are accurate and that, unless we have specifically agreed with you to accept an Instruction for execution on a future date, we may execute your Instruction as soon as it is received. When you issue an Instruction, you will have no right to amend or cancel it.

▪ No Action on Instruction

We shall not be obligated to act upon any Instruction, or there may be delays in carrying out any Instruction: (a) which is not in accordance with our requirements, as in effect from time to time; (b) for which we are not able to obtain any necessary authentication; (c) which would result in a debit to any of your accounts with us exceeding the available funds in such account and any pre-established credit limit; (d) which is incomplete or ambiguous; (e) which, in our sole judgment, we are or may be unable to act on because of legal process, applicable law or regulation, or other government guidelines; (f) due to financial crimes compliance transaction screening; or (g) if, in our sole judgment, your financial condition is impaired or we suspect fraud or unlawful activity in connection with any Service. We will not be liable to you for any such delays or failure to act.

If we reject or do not act upon your Instruction in accordance with this section, we will notify you within a reasonable time by telephone or by any other method authorized for notices by this Agreement, but we shall have no liability to you (whether for interest or otherwise) or any other person by reason of any delay in providing, or any failure to provide, such notice.

You are responsible for verifying that we have received your Instruction. We will have no liability to you in connection with an Instruction you attempt to issue to us which we do not actually receive.

▪ **Instructions Received After Cut-Off Time**

If your Instruction is received by us after the cut-off time specified for the applicable Service or on a day that is not a Banking Day, then the Instruction shall be deemed to have been received on the next Banking Day. Our **"Banking Days"** are any Monday through Friday, federal holidays excluded, when we shall be open to conduct general banking business.

Statements, Notices, Confirmations

We shall provide you with periodic statements and notices and reports and, as applicable, transaction confirmations, for the Services you use. We also make information about your accounts and transactions available electronically. You agree that you will be deemed to have actual notice of such information on the date the information is deemed received in accordance with the notice provisions of this Agreement.

You agree to examine promptly all statements, transaction confirmations, reports and other notices that we or other banks send or make available to you. If there is a missing or unauthorized signature or endorsement or other unauthorized transaction, or discrepancy or other problem or error ("**Error**"), with respect to an invoice, or to a transaction that is contained in or shown on any statement, notice, report or transaction confirmation, you shall be entirely precluded from asserting the Error against us, and we shall have no liability to you of any kind for the Error, if you fail to notify us in writing of such Error within thirty (30) calendar days after you receive, or have notice of the information contained in, the first statement, notice, report or transaction confirmation reflecting the transaction to which the Error relates.

US Patriot Act and Other Laws

▪ In using and performing the Services, you and we agree respectively to comply with all applicable local, state and federal laws, rules and regulations (and the laws of foreign countries, if you direct us to make a payment to a beneficiary in a foreign country) as amended from time to time ("**laws**"), including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws, regulations and Executive Orders that are enforced or administered by the Office of Foreign Assets Control ("**OFAC**"). You represent and warrant that you have all licenses that may be required by OFAC to make a payment or conduct any other transaction through us. We may delay, or refuse to process or carry out, any transaction initiated by you or involving one of your accounts with us if we believe in good faith that such action may be necessary in order to comply with laws. If there is a conflict between this Agreement and any law, then this Agreement shall vary such law to the fullest extent that the law allows.

▪ **Certification of Beneficial Owners and Other Additional Information**

If you are required to provide to us a Certification of Beneficial Owner(s) (individually and collectively, the "Certification of Beneficial Owners"), you agree the information in the Certification of Beneficial Owners executed and delivered to us in connection with implementing any of the Services, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date thereof and as of the date any such update is delivered to us. You agree to provide: (i) such information and documentation as may reasonably be requested by us from time to time for purposes of compliance by us with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by us to comply therewith; and (ii) if you are required to deliver a Certification of Beneficial Owners to us: (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to us, as and when requested by us; and (b) a new Certification of Beneficial Owners in form and substance acceptable to us when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to us have changed.

Fees

We will charge you our standard fees for the Services unless we otherwise agree with you in writing. We will provide information regarding your standard fees upon request. We will give you prior written notice if the fees are going to change. We will perform a monthly analysis of your accounts with us to determine if your non-interest bearing, collected, demand deposit balances for the month (net of balances required to support account activity) are sufficient, as determined solely by us, to offset that month's fees. To the extent compensating balances are not sufficient, we will debit one of your accounts with us for the difference. Your monthly fees will be set forth on your monthly account analysis

statement. If you ask us to use the combined compensating balances of a legal entity to offset the fees incurred by a different legal entity, you represent and warrant to us that such use is authorized, has been properly disclosed to third parties if required by law, and will not violate any law, contract or any other obligation owed to any person, including any beneficial owner of the compensating balances or any customer of you or such other entity.

We will inform you separately if there are any fees that you may not pay by compensating balances. We will debit one of your accounts with us for such fees.

Security Procedures

If required for a Service, you must select a security procedure ("**Security Procedure**") from the options we offer and name one or more authorized representatives (each an "**Authorized Person**") to initiate transactions and act for you with respect to the Services. Security Procedures may include security codes, personal identification numbers ("**PINs**"), tokens, check stock, or other security devices. If we follow a Security Procedure that is commercially reasonable (as determined by law) in acting on any instruction, direction, payment order, Funds Transfer or other debit or credit order (each an "**Instruction**") issued in your name: (a) we shall be entitled to rely without investigation on such Instruction; and (b) you shall be bound by such Instruction, whether or not such Instruction is actually authorized by you. We shall be entitled to accept any information, instruction, direction or transaction from any person using your Security Procedures. You agree that the use of your Security Procedures will have the same effect as your signature authorizing any Instruction or transaction. You are responsible for all statements made and acts or omissions that occur while your Security Procedures are being used. Where you have authorized any other person to use your Security Procedures in any manner, your authorization shall be considered by us to be unlimited and will be effective until you revoke the authorization and change your Security Procedures.

Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and we assume no responsibility for doing so. We also assume no responsibility to discover or audit for any unauthorized disclosure or use of the Security Procedure or other breach of security by your employees, agents or representatives, or any third party, and all losses resulting therefrom shall be solely your responsibility. You shall promptly notify us of any suspected breach of security, whether or not involving your employees, agents or representatives.

You acknowledge that you have been advised of the various Security Procedures employed by us, that you understand them, and that the Instructions you will issue to us under this Agreement will employ Security Procedures suitable to your particular circumstances.

We reserve the right to change the Security Procedures upon notice to you.

Our Security Procedures are strictly confidential and should be disclosed only to those individuals who need to know them. You shall safeguard the Security Procedures and make them available only to the individuals to whom they are issued. You must instruct those individuals that they should not disclose the Security Procedures or otherwise make them available to anyone. You must establish and maintain procedures to assure the confidentiality of and protect access to the Security Procedures.

Confidentiality

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, "**Confidential Information**"). The Receiving Party shall treat the Confidential Information as confidential and not copy

(except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, affiliates, agents, consultants or representatives ("**Representatives**") on a need-to-know basis, to its applicable regulatory authorities and auditors or in connection with the exercise of any remedies or enforcement of rights under the Agreement or with any action or proceeding relating to the Agreement, provided that the Receiving Party shall not disclose PNC's technology infrastructure and security reports ("**SOC Reports**") to any third parties without PNC's prior written consent. To the extent PNC authorizes the disclosure of such SOC Reports to Company's Representatives or any other third parties, Company shall be liable for all acts or omissions of its Representative(s) and any other third parties to which it discloses the SOC Reports. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to: (a) protect the security and confidentiality of the Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the other or to the other's customers; and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information.

You also agree that we and our affiliates may share with each other information (including without limitation financial information) that we and any affiliate receive from you under this Agreement and under other lending and business relationships.

Upon termination of this Agreement, the Receiving Party shall return, or destroy, all Confidential Information belonging to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge, are not under an obligation of confidentiality; (d) was known to the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

You and we agree that any breach of these confidentiality provisions may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to seek equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section, the Receiving Party may disclose Confidential Information if legally compelled to do so pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process or requirement of law, or in defense of any claims or cause of action asserted against it; provided, however, that it shall: (a) first notify the Disclosing Party of such request or requirement, or use in defense of a claim; (b) attempt to obtain the Disclosing Party's consent to such disclosure; and (c) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to seek protection against the production or publication of information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, you and we agree to use reasonable efforts to preserve the confidential nature of such information and to cooperate with the other in an effort to reasonably limit the

nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar requirement or request, on a timely basis.

Our Recording of Calls, Monitoring of Use, Consent for Service Calls

On behalf of you and your employees, you agree that we may record and/or monitor any telephone conversations we have with you or them in connection with the Services. However, we will not be liable to you if we do not record or maintain a record of a conversation. We may monitor and record the activity of any person using a Service. Anyone using a Service consents to such monitoring and recording.

By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you at any such numbers regarding your Accounts and Services with us and our affiliates, 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 sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

Special Notice for Holders of Attorney Trust Accounts Regarding Compliance with State Rules

We offer accounts and services 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.

Special ERISA Disclosure

If your Account is held on behalf of a "pension plan" within the meaning of section 3(2)(A) of the Employment Retirement Income Security Act of 1974, as amended ("**ERISA**"), you represent that: (a) you are a plan fiduciary within the meaning of ERISA and its regulations with respect to the plan; (b) you are authorized under the terms and conditions of the governing plan documents to enter into this Agreement and to retain us to perform the Services contemplated herein; (c) you have received and reviewed our ERISA section 408(b)(2) disclosure document (available at www.pnc.com/408b2) describing the services we provide and the compensation we receive with respect to this Agreement; (d) you have determined that the arrangement for Services and any fees paid to us are reasonable, and the Services provided by us pursuant to this Agreement are appropriate and helpful to the plan; and (e) you have received all necessary disclosures regarding such fees, as required by, and in accordance with, applicable regulations promulgated under ERISA section 408(b)(2).

Limitation of Liability

We shall be liable to you only for your actual, direct damages resulting from our failure to exercise ordinary care in performing each of the Services. Substantial compliance by us with our standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care.

You are responsible for selecting hardware, software and communications facilities which are compatible for use with the Services, and we shall have no liability to you for the selection, operation or maintenance of your equipment, software or communications facilities. We shall have no responsibility, and shall incur no liability, for any act or omission of yours, or for any error, omission or inaccuracy in the information contained in any Instruction.

Notwithstanding the foregoing, in no event shall we, any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable for any loss of profits, data or goodwill or for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including without limitation reasonable attorneys' fees), which you may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (such as dishonor of checks or other items), whether or not the possibility of such damage was known, foreseeable or contemplated by us or them. In no event shall we or any PNC affiliate or any of our subcontractors (or any other party with whom we may be claimed to be jointly liable) be liable to you for any claim or cause of action, whether based on contract, tort, strict liability or any other legal theory: (i) in the

case of a Funds Transfer, Instruction for the transfer of money or other payment that is misdirected, lost or otherwise paid to the wrong person as a result of our failure to comply with the terms of this Agreement or applicable law, for an amount in excess of the face amount of such Funds Transfer, Instruction or other payment; and (ii) in all other cases, for an amount in excess of twelve (12) times the fees you have paid us for the particular Service(s) to which the claim or cause of action relates during the month immediately prior to the month in which the act or omission giving rise to the claim occurred. **WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY OF THE SERVICES OR ANY SOFTWARE OR EQUIPMENT WE MAY SUPPLY TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

We offer certain products and Services, including without limitation, *Positive Pay for Checks and ACH Positive Pay*, which are designed to detect and/or deter check and other payment system fraud. Payment system and check fraud has increased dramatically in recent years due to a number of factors. While no product or service can eliminate fraud, these products and services can significantly reduce the likelihood that certain types of fraudulent transactions attempted against your Accounts will be successful. As a result, you agree that if you fail to implement any of these products or Services, you will be precluded from asserting any claims against us with respect to, and we shall have no liability to you for, any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your Accounts that the product or Service was designed to detect or deter.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

Indemnification

You agree to indemnify us, all PNC affiliates and each of our and their respective shareholders, directors, officers, and employees (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority, in connection with or arising out of the matters referred to in this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. You may participate at your expense in the defense of any such action or claim.

Your Agents

Any third party including, without limitation, any third-party processor, used by you to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be your agent. All terms of this Agreement will apply to the acts and omissions of each such third party and you will be legally bound thereby.

Taxes

You are responsible for paying all applicable taxes, however designated, levied or based upon the Services, including federal, state and local property, privilege, sales, use, excise or similar taxes, but excluding taxes based upon our net income or assets.

Term and Termination

Either you or we may terminate this entire Agreement or any particular Service at any time upon not less than thirty (30) calendar days prior written notice. We may also terminate this entire Agreement or a particular Service immediately upon notice to you if one of the following occurs: (a) you fail to perform or comply with any of the terms or conditions of this Agreement (including, without limitation, any breach of Security Procedures); (b) you breach any other agreement between us including, without limitation, any agreement (i) relating to your indebtedness to us or (ii) relating to your Account(s) with us or (iii) which you execute as security for your obligations to us in connection with this Agreement; (c) you breach any of your representations and warranties in this Agreement; (d) your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your creditors; (e) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your accounts with us at the time you are required to settle transactions

hereunder; (f) in our sole judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (g) we suspect fraud or unlawful activity in connection with any Service.

Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination.

- **Survival** - This Section, the joint and several liability provisions of the Section captioned "Agreement," and the following Sections shall survive termination of this Agreement: Confidentiality; Statements, Notices. Confirmations; No Extension of Credit, Fund Transfer Setoff; Foreign Currency Transactions; Limitation of Liability; Indemnification; Your Agents; Taxes; Force Majeure; Governing Law and Venue; Notices; Severability; Entire Agreement and Waiver of Jury Trial.
- **Customization** - If it is necessary to customize any Services to meet your needs, we will first tell you our estimated direct and indirect cost of the development and implementation of such Services. If you authorize us to proceed, and if this Agreement then terminates for any reason before we shall have recovered such costs, you will pay to us the amount of such unrecovered costs. We will give you an invoice detailing our unrecovered costs promptly after termination of this Agreement.

Force Majeure

Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party's obligations under this Agreement caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; pandemics; viruses; epidemics; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; riots; interruptions, loss or malfunctions of utilities, or communications services; acts of military authority or similar governmental action or any other cause beyond such party's reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, including without limitation the Pennsylvania Electronic Transactions Act and, to the extent applicable, the laws of the United States, including without limitation the Electronic Signatures in Global and National Commerce Act.

You hereby irrevocably consent and agree that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waive any objection which you may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise.

Electronic Signatures and Records

Notwithstanding any other provision of the Agreement, the Agreement, any Documentation, any amendment to the Agreement, and any other information, notice, signature card, periodic statement, disclosure, agreement or authorization related to the Agreement (each a "**Communication**") may, at PNC's option, be in the form of an electronic record. Any Communication, may, at PNC's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under the paragraph may include, without limitation, use or acceptance by PNC of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

Notices

Communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Communications may be given in any manner to which you and we may separately agree, including electronic mail.

Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Communications.

All such Communications shall be delivered to us at:

PNC Bank, National Association
PNC Firstside Center
500 First Avenue
Pittsburgh, PA 15219
Mail Stop P7-PFSC-03-B
Attention: Treasury Management Legal Liaison
Fax: 866-830-1520

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

or to you at the address set forth on the Treasury Management Services Authorization and Agreement. Notice to such address shall be effective Notice to you, including to all affiliated companies. Either you or we may change addresses by Notice to the other given in accordance with this section.

In addition, you and we agree that we may, in our sole discretion, send such Communications to you electronically, or permit you to send such Communications to us electronically, in the manner described in this Section. Such Communications may be sent electronically to you (i) by transmitting the Communication to the electronic mail address provided by you or to such other electronic mail address as you may specify from time to time, or (ii) by posting the Communication on a website and sending you a notice to your postal address or electronic mail address telling you that the Communication has been posted, its location, and providing instructions on how to view it. Communications sent electronically to you will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is sent to the specified electronic mail address.

Such Communications may be sent electronically to us by you by transmitting the Communication to an electronic mail address specified by us, from time to time, for the express purpose of receiving such Communications. Communications sent electronically to us will be deemed received and effective when the Communication, or a notice advising of its posting to a website, is received at the specified electronic mail address.

Assignment: Successors

Parties to this Agreement may not assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party, except that we may assign this Agreement or any part of it to any of our PNC affiliates or to any entity that is our successor upon notice to you. We may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

Headings

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

Severability

In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

Entire Agreement

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

Notice of Change

From time to time, we may change any of the Terms and Conditions of this Agreement by giving you notice of the change through PINACLE® or other electronic or written means. Your continued use of the Service after the effective date of any such change will constitute your agreement to the change.

WAIVER OF JURY TRIAL

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

I. TERMS AND CONDITIONS FOR TREASURY MANAGEMENT SPECIFIC SERVICES

The Terms and Conditions for Treasury Management Specific Services shall apply to you when you begin to use each specific Service.

Certain Definitions

Certain terms are defined in this section. Other terms are defined elsewhere in this document.

- **"ACH"** means the Automated Clearing House.
- **"ACH Network"** means an Automated Clearing House network through which banks transfer funds electronically.
- **"Affiliate"** means, with respect to any person, a person which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with, such person.
- **"Authorized Person" or "Authorized User"** means a Person who is authorized by you to act for you and on your behalf in matters arising under or in relation to a Service, including giving instructions to us in performing the Service, as evidenced by such documentation as we may reasonably require, and includes Operators established by your system administrator.
- **"Available Funds" and "Available Balance"** mean the funds available for withdrawal from an Account as determined by our Funds Availability Policy as in effect from time to time.
- **"Credit Entry"** means an ACH entry for the deposit of money to the deposit account of a Receiver.
- **"Debit Entry"** means an ACH entry for the payment of money from the deposit account of a Receiver.
- **"Including," "include," and "includes"** mean including without limitation.
- **"NACHA Rules"** means the Operating Rules and Guidelines of NACHA – The Electronic Payments Association, as amended from time to time.
- **"Originator"** has the meaning defined in the NACHA Rules.

- **"PINACLE"** means our on-line and mobile banking portal through which you can have access to many of the Services we offer.
- **"Person"** or **"person"** means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, or other entity or individual person, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.
- **"Receiver"** when used in the context of ACH transactions, has the meaning defined in the NACHA Rules.
- **"Substitute Check"** has the meaning defined in the Check Clearing for the 21st Century Act and its implementing regulations (**"Check 21"**).

Access to our Services

Subject to the terms and conditions of this Agreement, we hereby grant to you a nonexclusive, nontransferable right to use the Services and any software or other technology to which we may give you access (the **"Technology"**) solely for lawful purposes in accordance with this Agreement. No right is granted for use of the Services or Technology by any third party or by you to operate a service bureau. You must retain intact all applicable copyright, patent and trademark notices on and in all copies of any such Technology. Upon termination of a Service, your license to use the Service and Technology shall terminate and you shall discontinue your use of them and of the related documentation.

If a Service involves the use of a user name, we may revoke your use of any user name that impersonates someone else, that is protected by trademark or by other law, or that is otherwise inappropriate, as determined by us in our sole discretion.

We reserve the right to suspend your access to all or a portion of a Service, or to temporarily restrict its use by you or an Authorized User, in whole or in part, at any time without notice to you. If we suspend or restrict your access because there is a security risk or other technical problem that may interfere with the proper continued operation of the Service, we will attempt to lift such temporary suspension or restriction as soon as practical. We also reserve the right to terminate your use of a Service if, in our sole judgment, you or the authorized user have misused, or we reasonably anticipate will misuse, the Service.

Availability of Services; Cutoff times

The hours of availability of a Service, and cutoff times or deadlines applicable to a Service, are as stated in the section of this document for that Service, or in the Documentation for that Service, or as otherwise disclosed to you. A Service may be unavailable from time to time due to: (i) scheduled downtime; (ii) reasonable needs for maintenance; (iii) failure of equipment, computer programs or communications; (iv) limitations on access imposed to address a breach or threatened breach of security; or (v) events beyond our reasonable control.

Ownership, Trademarks and Copyrights

All rights, title and interest, including, without limitation, copyright, in and to our Services are owned by us or by the third parties from whom we have obtained the right to use them. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble any Service. The display of any trademarks on a Service does not grant a license or other rights of any kind in those marks to the reader. Any downloading of material contained on any web site may be a violation of federal trademark and copyright laws.

Access Requirements

We make many of our Treasury Management Specific Services available to you through our online portal, PINACLE, or otherwise over the Internet. You must use a browser or device that meets our security and other requirements in order to access PINACLE. If necessary, you will be notified upon login to upgrade your browser or your device and will be provided with the necessary instructions. A list of our browser requirements and supported devices can be accessed within the PINACLE Help Center.

Administration

For certain Services, including PINACLE, you must appoint one or more system administrators who will have access to all of the Services available through a web browser or, if applicable, a mobile application on a computer, tablet or smart phone. Your system administrators will control which individuals within your organization (or at third parties providing services to you) have access to and can use the Services through those channels. If a Service requires two system administrators, they should be different persons. Your administrators will each have access to all of the applicable Services ("**service module access**") and will control which persons have access to and can use them and the level of such access ("**administration access**"). You are responsible for reviewing and verifying the access granted by your administrators from time to time. If a Service provides an optional feature to require secondary approval for operator entitlement changes, we strongly recommend that you use it at a minimum for Services which permit the movement of funds.

Direct File Transmissions

You may transfer files via our direct file transmission platform ("**Direct File Transmission**") to access our Services, using either: (a) a secure file transmission site: My File Gateway ("**File Transmission Site**") or (b) a direct host to host file transfer ("**Direct Host Transfer**"). You may use a third-party service provider as your agent to use our direct transmission platform.

- ❖ **File Transmission Site** – If you utilize our File Transmission Site, we will provide you with: (a) a secure site for file transmission and (b) a user ID and password to enable you to transmit files to the secure site. You must send and receive files to the File Transmission Site using the required user ID and password. We also offer additional options including PGP encryption, and will provide required keys and certificates to facilitate file transfer.
- ❖ **Direct Host Transfer** - If you utilize our Direct Host Transfer with a file transfer protocol (SFTP, AS2, Connect:Direct) approved by us, we will provide you with: (a) a user ID and password to enable you to transmit files, and (b) identifying information about the Direct Host Transfer. You must send and receive files utilizing Direct Host Transfer, by providing the required user ID and password and make use of a secondary means of file authentication (e.g. Internet Protocol (IP) address validation). We also offer additional options including PGP encryption, and will provide required keys and certificates to facilitate file transfer. You must provide us with additional information to enable us to authenticate and securely communicate with your server so that your files can be transmitted to us, including the IP address, port, and user ID and password.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service, including with any payment instruction requirements.

As to software, equipment, and services associated with each party's performance under this Agreement, you and we agree to reasonably cooperate with each other in order to provide support services sufficient to meet the requirements for Direct File Transmissions, including items such as certificate updates, and IP modifications as required. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related matter. You and we agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall perform consultation on the design and implementation of the connection to the other party and test the connection prior to validating it. The Receiving Party shall, if feasible, notify the Disclosing Party as soon as it determines that any transmission is received in an unintelligible or garbled form. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a commercially reasonable time of the existence of any condition which might have an adverse effect on the parties' abilities to send or process transmissions.

Nothing in this Agreement shall require a party to disclose to the other party any Confidential Information. You and we will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, transmissions. You are responsible for purchasing, selecting and maintaining the hardware,

software or other technology you use to send data or information to us or to access the Services. You agree that we will not be responsible for the installation specifications (including cabling, power, and space), the installation, or the operation, maintenance or technical support of any third-party product.

In addition, the PINACLE File Format Testing Service ("**File Format Testing Service**") is a tool that can help you test files in a test environment. You agree that PNC will have no liability for any use of the File Format Testing Service, or any action or transaction in connection with the File Format Testing Service. You should only use test data for the File Format Testing Service. In addition to the test tool, you must complete end-to-end testing for your files, and meet all other requirements.

Application Program Interface (API)

You may use APIs to access our Services or other products and services provided by PNC in accordance with our Documentation and the PINACLE Terms and Conditions.

You may also use an agent processor ("**Agent Processor**") that will act as your agent and intermediary, on behalf of you, that can use an API for the purpose of obtaining information about your Account(s), sending or receiving data, and sending instructions (including payment instructions), in connection with the Services or other products and services provided by PNC. Before you use an Agent Processor, you must notify PNC and both you and Agent Processor must meet all of our requirements, including the requirements in this Section. Agent Processor may be required to enter into an agreement with PNC ("**Joint Customer Access Agreement**"). For the avoidance of doubt, Agent Processor is an agent of you, and any action taken by Agent Processor shall be considered an action taken by you under this Agreement, and not by PNC. Agent Processor is not PNC's vendor. PNC is in no way responsible or liable for the services that the Agent Processor provides to you. PNC's records are the official records of your Account(s), Services, or other products and services provided by PNC and not the Agent Processor's records. PNC is not responsible for what an Agent Processor may do with the data it receives from PNC. If an Agent Processor sends data to PNC then PNC can rely on the data, as if received directly from you, and PNC has no obligation to confirm its accuracy.

You may not use an API for any purpose, function or feature not described in the Documentation or otherwise communicated to you by us. Before you use an API, we will review and certify your use of the API as part of a certification process. We will update the API and Documentation from time to time, and may add or remove functionality. We will provide notice to you in the event of material changes, additions, or removal of functionality from an API.

We use standard API authentication protocol Open Authorization ("**OAuth2**") for API security. We will provide required client secret API keys and access tokens for production and test transactions.

You will be able to authorize the use of APIs with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use of each API (or group of APIs), and will be able to define PINACLE operator credentials that may be used for certain API transactions. We consider any API transaction submitted with a valid PINACLE operator credential to be a valid and authorized transaction. You are responsible for auditing and securing the functions which your operators can perform through your systems with APIs.

We reserve the right to suspend or terminate your API connection, if you use an API in a way that is inconsistent with your intended usage during the API certification process or our Documentation.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

II. CORPORATE ONLINE AND MOBILE BANKING PORTAL

A. PINACLE

PINACLE features include, but are not limited to the following:

Information Reporting and Data Exchange

This Service provides you with balance and transaction information for your Accounts on a current day and/or historical basis. There are a variety of reports and tools available on PINACLE that allow you to create custom reports and searches to find only the data you need to review or export. You may choose to view/receive your current day and/or previous day information directly, or you may have PNC deliver your account information to another financial institution or entity. This service also includes online DDA Statement delivery. You are responsible for timely reconciliation of your statement.

Current day reports allow you to see updated balance and transaction information during the current business day. Transactions that display on current day reports are received by the bank, but not yet posted to your account. They are subject to verification and adjustment. For final review of the account balance and transactions for the day, you should use previous day reports, which show all final and posted activity.

You may choose to have information for your accounts at other financial institutions or entities sent to PNC for inclusion on the PINACLE current day and/or previous day reports. PNC will receive this data from the other financial institution's data exchange provider and will make it available through PINACLE as it is available. You agree to authorize the other financial institution to send this information to PNC. The specific level of detail included in the data file and frequency of reporting is selected by you when establishing the data exchange service with the sending financial institution. PNC is not responsible for the accuracy or timeliness of any data sent to us from a third party.

Event Notification

This Service is available to notify PINACLE Operators that certain events regarding your accounts have occurred. Some notifications also include the option to deliver an electronic version of certain reports or statements as an attachment to the notification. Notifications are predefined by each Operator and can be established for one-time or recurring use. Operators have the option to receive notifications of events online while using PINACLE, by e-mail, by text message on the Operator's mobile device, or any combination of these delivery methods (standard text message and data usage rates may apply - please check with your wireless carrier). Operators may only establish notifications based on the entitlements granted to the Operator for the specific module related to the notification.

Operators have the ability to specify additional recipients for email notifications, including those that contain reports or statements. Recipients do not need to have access to the Event Notification utility or be a PINACLE Operator to receive notifications. The user who adds the additional recipient bears the responsibility for adding valid and appropriate email addresses. You can choose to disable this feature to prevent additional recipients from being added to the notification emails.

There can be delays in email systems that can potentially affect the time at which you receive the notification. Also, the notifications are sent at the time the event criteria have been satisfied and such criteria may no longer be met at the time the user can log into PINACLE to review the event that triggered the notification.

Notifications related to balances or incoming transactions can help you know when to log into PINACLE to review your account, and any balance or transactions specified in such notifications are subject to verification and adjustment. Before initiating any transactions or making any decisions based on these notifications, we recommend you review the additional details available on PINACLE related to these balances and/or transactions.

Secondary Authentication

Secondary authentication is used for authentication to log in to PINACLE when an additional layer of verification is required. Secondary authentication will use a security code that can be received by a delivery method, including by text message, email, token, and/or voice call. You and your PINACLE Operators must meet the requirements for secondary authentication and enroll in at least two security code delivery methods for each Operator. PNC is not responsible for any delay or inability to access PINACLE if your or your Operators do not meet the requirements for secondary authentication, including if any contact information is outdated or inaccurate.

Credit Management

This Service enables you to perform the following functions with respect to your lending facilities with us: access information relating to your lending facilities, including, without limitation, balance information, availability information, transaction history, and billing statements. Any current day balance or transaction data we report is subject to verification and adjustment. This Service also allows you to request loan advances under your lending facilities, make payments on your loans, by transferring funds between Accounts that you have designated and that we have approved for such transfers, and choose a new rate period for your loans at the maturity of each interest rate period. All payments, advances, and rate period selections are subject to our review and approval, and funds will be debited from and credited to your designated Accounts upon our verification of your request. In addition, if required by your credit agreement, this Service allows you to upload and submit collateral documents, financial statements, insurance certificates, borrowing base certificates and other documents related to your lending facilities.

Confirming Transactions

You are responsible for reviewing, approving and confirming transactions created or entered on or submitted to PINACLE. Each PINACLE service has reporting available for you to confirm that we have received and processed your transaction request. These reports should be routinely used to ensure that all requests have been confirmed. We will have no obligation to contact you if any attempted transaction cannot be processed or is otherwise rejected.

Confirming Entitlements and Audit Reporting

Your system administrators, admin1 and admin2 will have administration and service module access to all modules and accounts that are associated with your Company User ID from time to time. Admin1 and admin2 can grant service and/or administration access to individuals ("**Operators**") by creating Operator IDs with passwords and profile information and assigning account and service module privileges to them. Operators who are given administration access can perform the same administrative functions as admin1 and admin2, but only for the service modules that are assigned to them. Admin1 and admin2 can also modify, reset, activate, disable or delete Operators and their passwords and profiles as well as their account and service module privileges. Certain administrative tasks may require the approval of a second Operator if your company has elected to use our secondary approval feature. The Administration module has reporting available for operator entitlements (overall and by module) that can assist you in periodic review of operator access to accounts, functions, and transaction limits. There are also audit reports available that show operator access and administrative actions including password changes, operator resets, and security question resets. In addition, each module has its own detailed audit report for operator actions regarding transaction creation and approval which also includes a final transaction confirmation or rejection status from the bank.

Client Services

This feature enables you to submit issues and inquiries for your Services, including (but not limited to) the ability to request Instruction amendments, cancellations, recalls, returns and reversals. By giving Authorized Users access to the Client Services module, you are granting them authority to request these types of changes. Any request submitted through Client Services is subject to our review and approval.

Account Transfer

This feature allows you to initiate transfers of funds using PINACLE between Accounts that you have designated and that we have approved for such transfers. Transfers that you initiate prior to our cut-off time on a Banking Day will be credited to your account when we have accepted the transfer. Should your transfer be rejected for any reason, you will be notified on the screen at that time. Transfers that you initiate on a day other than a Banking Day, or after our cutoff time on a

Banking Day, will be credited to your account after the start of business of the following Banking Day. In order to use this Service to make transfers from an Account, the legal entity which owns that Account must be a party to this Agreement.

You may designate a Money Market Deposit Account as one of the accounts from which you may make transfers. However, you understand that transfers made using this Service are included in the maximum of six (6) preauthorized transfers that you may make from a Money Market Deposit Account in any monthly statement period.

You represent and warrant to us that all transfers that you make using this Service that result in the commingling of your funds and those of your subsidiaries or affiliates have been duly authorized by all necessary parties.

Commercial Card Services

This Service enables you to perform certain functions with respect to your commercial card program with PNC, including card ordering, card maintenance, card transaction viewing and reporting, statement downloading and payments of outstanding card balances. You will be responsible for granting access to and authority to use the commercial card service module in accordance with the terms of this Agreement and your commercial card agreement with PNC.

B. PINACLE FX

This Service allows you to access certain foreign exchange services from PNC, through our online portal, PINACLE.

FX Trade Execution

You may initiate the purchase or sale of designated foreign currencies for designated value dates (each a **"FX Transaction"**) electronically through the Service. Non-deliverable forwards and currency options are not available through the Service. We will provide to you exchange rates through the Service and at the time you accept an exchange rate, the subject FX Transaction is deemed executed and is final and binding on you. All FX Transactions requested through the Service are subject to credit approval by us. If credit is not approved by us in our sole discretion, the Service will be limited to FX Transactions which are spot only (i.e. settle the same day, the next day or in two business days).

YOU MAY NOT CANCEL A FX TRANSACTION THROUGH THE SERVICE. YOU MUST CALL US IMMEDIATELY TO CANCEL A FX TRANSACTION. YOU ASSUME ALL FOREIGN EXCHANGE RISK.

If you and we are parties (or hereafter become parties) to an ISDA Master Agreement or any other similar agreement governing swap or foreign currency transactions ("**Swap Trading Relationship Agreement**"), each FX Transaction consummated through the Service shall constitute a **"Transaction"** thereunder and will be subject to and governed by such Swap Trading Relationship Agreement. Your, and our, rights and obligations with respect to each FX Transaction (including, without limitation, rights as to settlement, netting, novation, close out and credit support) shall be determined in accordance with such Swap Trading Relationship Agreement. To the extent the terms of such Swap Trading Relationship Agreement conflicts with the terms and conditions of this Agreement as it relates to FX Transactions, the Swap Trading Relationship Agreement will control with respect to each FX Transaction.

Payment Orders

You may initiate payment orders that do not require an exchange of any currency (e.g., wire transfers, drafts, draw down requests) electronically through the Service, to and from account(s) maintained at PNC designated by you in writing from time to time (each a **"Designated Account"**) or to other accounts with us or at other banks, for US dollars, Canadian dollars and designated foreign currencies for designated value dates (each a **"Payment Order"**). Each Payment Order shall be subject to applicable law and the terms of our agreements with you for your accounts with us (including your Designated Account(s)), which we have provided to you separately. At the time you submit a Payment Order to us, such Payment Order is deemed executed and is final and binding.

YOU MAY NOT CANCEL A PAYMENT ORDER THROUGH THE SERVICE. YOU MUST CALL US IMMEDIATELY TO CANCEL A PAYMENT ORDER.

We will execute your Payment Orders, provided that in each case your Settlement Instructions (defined below) are complete and received by us prior to the applicable deadline for Settlement Instructions. It is your responsibility to properly complete, maintain and monitor all Payment Orders. We assume no responsibility or liability to you or to any other person for errors or delays resulting from incomplete or incorrect information provided by you in respect of any Payment Order. Payment Orders will be received and processed during the times that the Service is available. A Payment Order will not be considered received by us until we have performed all verification procedures which we believe are reasonably necessary. Payment Orders requesting us to transfer funds from your Designated Account(s) are subject to available funds contained in such account, unless other credit arrangements satisfactory to PNC, in PNC's sole discretion, have been made. We may include in your Payment Order all information required by applicable law, regulation or fund transfer system rule, or which we believe is reasonably necessary to facilitate execution of such Payment Order.

Upload Files

You may upload files electronically to this Service containing batches of FX Transactions and/or Payment Orders for processing by us. We will provide you with the requisite guidelines to enable you to format your files correctly for such upload. We assume no responsibility or liability to you or to any other person for any delays resulting from a file that has been incorrectly formatted.

FX Transactions and/or Payment Orders will be processed during the period set forth in the Access section below, except that FX Transactions and Payment Orders that are uploaded after 2:00 p.m. Eastern Time will not be processed until the next business day.

Settlement

All FX Transactions and Payment Orders which settle the same day require you to submit to us the proper Settlement Instructions (defined below) prior to the cutoff time for same day settlement as specified by us. All FX Transactions and Payment Orders which settle the next day require you to submit to us the proper Settlement Instructions by the end of the day such FX Transaction or Payment Order is executed or initiated, as the case may be. All FX Transactions and Payment Orders which settle in two or more business days require you to submit to us the proper Settlement Instructions at least two (2) business days prior to the value date. If you do not provide us with the proper Settlement Instructions by these deadlines or the Settlement Instructions are incomplete, we may attempt, in our sole discretion and on a best efforts basis, to settle the FX Transaction or Payment Order on the value date, but we shall have no liability to you or to any other person for our failure to do so.

"Settlement Instructions" refers to the information necessary to pay and receive the currency or currencies in a FX Transaction or Payment Order. This information includes, but is not limited to, beneficiary name, address and account number and beneficiary bank name, address and unique identifier such as the SWIFT address. All Settlement Instructions will require secondary authorization by one or more authorized representatives named by you (each an **"Authorized User"**). We assume no responsibility or liability to you or to any other person for delays resulting from Settlement Instructions awaiting secondary authorization. We may include in your Settlement Instructions all information required by applicable law, regulation or which we believe is reasonably necessary to facilitate execution of such Settlement Instruction.

It is your responsibility to properly complete, maintain and monitor all Settlement Instructions for FX Transactions and Payment Orders, including repetitive instructions. We assume no responsibility or liability to you or to any other person for errors or delays resulting from incomplete or incorrect information provided by you in respect of any Settlement Instruction. Settlement Instructions will be received and processed during the times that the Service is available. A Settlement Instruction will not be considered received by us until we have performed all verification procedures which we believe are reasonably necessary.

You authorize us to debit your Designated Account(s) in the amount of (a) your FX Transactions and Payment Orders, (b) any Losses (as defined below), and (c) our fees and charges for the Services. You agree to maintain in your Designated Account(s), or to send us by wire transfer through the Fedwire system or the SWIFT system, as the case may be, by the

deadline we tell you, sufficient available funds to cover the total amount of your FX Transactions, Payment Orders, Losses, and our fees for the Service. If your Designated Account(s) contain insufficient available funds, we may (but shall not be obligated to), without notice to you or any other person, exercise a contractual right of setoff against any of your other accounts or any other property now or in the future in our possession, including investments that are linked to any such accounts, towards the payment of any of your obligations to us arising under or in connection with this Agreement.

Furthermore, if at any time we have concerns about your ability to make any payment or delivery required of you under any FX Transaction or Payment Order, we reserve the right, in our discretion and without your consent, to require pre-funding (including the receipt and verification of such pre-funding) and/or cash settlement by you of such required payment or delivery as a condition precedent to our obligation to make any payment or delivery required of us under such FX Transaction or Payment Order.

If you fail to make any payment or delivery required of you under any FX Transaction or Payment Order on the date when due (or in the event that, prior to such due date, you default under other indebtedness with us, bankruptcy, insolvency or reorganization proceedings are instituted by or against you, or a receiver or similar officer is appointed for any of your property), then in addition to any other rights we have under this Agreement, we reserve the right, in our sole discretion and without prior notice to you, to close-out such FX Transaction by buying or selling the contracted exchange at a public or private sale, or to cancel the Payment Order, as the case may be. You shall indemnify us for any losses (including costs and expenses) that we incur in connection with such close-out or cancellation ("**Losses**").

Access

The Service will be available to you through our online portal, PINACLE. The Service will generally be available Monday through Friday between the hours of 7:00 AM to 6:00 PM Eastern Time. The time periods specified herein are subject to change from time to time without prior notice to you.

You will be required to maintain and administer access for your Authorized User(s) for the Service. You must use an internet browser that meets our security and other requirements in order to access the Service.

An online user help feature including operating procedures, security procedures and other instructions describing how to use the Service is available. We may at our discretion modify or add to the user help feature from time to time. You are responsible for following all of the user instructions.

We reserve the right to suspend your access to all or a portion of the Service or to restrict use by your Authorized Users at any time and for any reason without notice to you. If we suspend or restrict your access because there is a security risk or other technical problem that may interfere with the proper continued operation of the Service, we will attempt to lift such temporary suspension or restriction as soon as practical. We also reserve the right to terminate your use of the Service if you or an Authorized User have misused, or we reasonably anticipate will misuse, the Service.

At any time and for any reason, we may implement and enforce new terms and conditions that may limit your use of the Service or require you to re-authenticate your identity for security purposes (including the requirement to modify passwords). We reserve the right in our sole discretion, at any time and from time to time, to temporarily suspend or permanently discontinue the Service without any prior notice or liability of any kind to you or any third party.

You understand and agree that, at any time and for any reason, without prior notice to you and at our sole discretion, we can terminate your password or other codes and/or remove any information or data you may have stored within aspects of the Service for any reason. You understand and agree that we shall not be liable to you or any third party should we terminate your access to the Service. Notwithstanding the above, these terms and conditions will remain in effect with respect to each FX Transaction or Payment Order placed or initiated prior to any such termination, and neither party shall be relieved of any payment or other obligation with respect to such outstanding FX Transactions and Payment Orders.

Confirmations

The Service provides you with the ability to view information about your FX Transactions and Payment Orders. A confirmation ("**Confirmation**") confirming the terms of your FX Transaction or Payment Order will be delivered to you electronically through the Service. You will not receive a paper copy of the Confirmation by email, fax or mail. You are responsible for reviewing the terms of each Confirmation promptly, and your failure to request the correction of any data in such Confirmation within one business day of posting shall be deemed an affirmation and acceptance by you of the terms of such Confirmation.

Contact Information

For all inquiries related to this Service, including the cancellation of FX Transactions and Payment Orders, please call us at 1-877-824-5001 option #2 and then option #4.

For all communications required to be in writing, please write to us at PNC Bank, PINACLE FX Client Services, 300 Fifth Avenue, Fifth Floor, Pittsburgh, PA 15222.

DO NOT USE EMAIL TO SEND ANY COMMUNICATIONS WHICH CONTAIN CONFIDENTIAL INFORMATION.

Representations

Each time that you use this Service, you represent and warrant to us (i) that you are duly organized and validly existing under the laws of the jurisdiction of your organization or incorporation, (ii) that you are duly authorized by all necessary action on your part to execute and deliver this Agreement and to use the Service, (iii) that you have obtained all consents necessary to perform your obligations arising in connection with the Service, and that your obligations arising in connection with the Service (including, without limitation, arising under any FX Transactions or Payment Orders) constitute legal, valid and binding obligations, enforceable against you in accordance with their terms subject to laws pertaining to bankruptcy, insolvency and creditors' rights generally, (iv) that you have made your own independent decisions to enter into this Agreement and have not relied on any communication from PNC as a recommendation to enter into this Agreement, and (v) that PNC is not acting as a fiduciary to you in respect of this Agreement.

Additional Provisions

You understand that use of this Service is at your own risk and that the Service is provided "AS IS". We assume no responsibility for the timeliness, misdelivery or deletion of, or the failure to store, any user data, communications or customized settings. You understand and agree that you may only use the Service for the purposes described in this section. You do not have any ownership interest in the Service, but only a right of limited use.

You understand that all information, data, text, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom the Content originated. Accordingly, you are entirely and solely responsible for all Content you send or transmit through the Service. Although we do not preview Content, we shall have the right, at our sole discretion, to remove any Content that is on the Service. You understand and agree that you must evaluate the Content and bear all risks associated with your use and reliance on any Content.

You shall not assign, pledge or sell the Service to a third party without our prior written consent or otherwise use the Service other than for its intended purpose and only for your business. You will not use the Service to provide services to any other person or entity. You will not allow any unregistered person or entity use of the Service. No third party shall be considered a beneficiary of the rights and benefits herein.

C. PINACLE CONNECT SERVICE

If you are eligible, you may use this Service in accordance with our Documentation and the PINACLE Terms and Conditions.

This Service uses a third-party service provider (together with its affiliates, "**Connection Provider**") to facilitate the transfer of information about your Account(s) from PNC to your designated ERP service provider ("**ERP Service**").

Provider") and the transfer of your data and instructions (including payment instructions) from your ERP Service Provider to PNC. In order to use this Service, you will need to install software (e.g., a plugin) provided to you by the Connection Provider, or use other connectivity means as directed by the Connection Provider, which enable such transfer through the Connection Provider's platform (the Connection Provider's software and any such connectivity means, together with its platform, the "**Connectivity Platform**"). Before you use this Service, you must notify PNC and meet all our requirements. For the avoidance of doubt, your ERP Service Provider is an agent of you, and any action taken by ERP Service Provider shall be considered an action taken by you under this Agreement, and not by PNC. Your ERP Service Provider is not PNC's agent, supplier, or vendor.

PNC and Connection Provider are in no way responsible or liable for: the products or services provided by the ERP Service Provider; your use of the products or services provided to you by the ERP Service Provider; the actions or omissions of your ERP Service Provider; any data, information or instructions provided to PNC by your ERP Service Provider, including but not limited to any errors or issues associated with such data, information or instructions; or your ERP Service Provider's failure to maintain the confidentiality or security of the information and data provided by PNC to your ERP Service Provider via the Connection Provider. PNC's records are the official records of your Account(s), Services, or other products and services provided by PNC and not the ERP Service Provider's records. PNC is not responsible for what ERP Service Provider may do with the data or information it receives from PNC. If the ERP Service Provider sends data, information or instructions to PNC, then PNC can rely on the data, information and instructions, as if received directly from you, and PNC has no obligation to confirm its accuracy, unless otherwise instructed by you. PNC is in no way responsible or liable for the acts or omissions of the Connection Provider including, but not limited to, any data, information or instructions sent by your ERP Service Provider to PNC via the Connection Provider, or your use of the Connectivity Platform provided to you by the Connection Provider.

You may not use this Service for any purpose, function or feature not described in the Documentation or otherwise communicated to you by us. Before you use this Service, we will review and certify your eligibility and fit for the service. We will update the Service and Documentation from time to time and may add or remove functionality. We will provide notice to you in the event of material changes, additions, or removal of functionality from the Service.

This Service uses standard API authentication protocol Open Authorization ("**OAuth2**") for API security. We will provide required client secret API keys and access tokens for production and test transactions.

You will be able to authorize the use of this Service with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use the Service feature(s) and will be able to define PINACLE operator credentials that may be used for certain the Service feature(s). We consider any transaction submitted via the Service to be sent with a valid PINACLE operator credential and to be a valid and authorized transaction. You are responsible for auditing and securing the functions which your operators can perform through your systems with the Service.

We reserve the right to suspend or terminate your access to the Service, if you use the Service in a way that is inconsistent with your intended usage during the certification process or our Documentation. In the event that either you or PNC terminate this Service for any reason, you will promptly discontinue your use of the Connectivity Platform and completely, securely and permanently delete the Connectivity Platform.

You agree to comply with any additional requirements, authorizations, or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us and Connection Provider from any and all claims, damages, losses, liabilities, costs, expenses (including all fees of counsel with whom we or Connection Provider may consult and all expenses of litigation or preparation therefor), fines, or penalties in connection with or arising out of: the acts or omissions of your ERP Service Provider, any unauthorized or unlawful access to, or use, loss or disclosure of any information about your Account(s) provided by PNC to your ERP Service Provider, or your use of your ERP Service Provider in connection with this Service.

Ownership

This Service and the Connectivity Platform contains valuable intellectual property rights and are propriety to us and our licensors, including but not limited to Connection Provider, and title thereto remains with us and our licensors. You do not acquire any rights, express or implied, in this Service or any third-party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with us, our licensors or the Connection Provider.

Restrictions

You agree that you will not, and will not request, assist or enable others to, do any of the following in relation to the Services and Connectivity Platform: (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile any part thereof; (b) delete or modify any intellectual property and/or confidentiality notices that may be incorporated therein; or (c) use the Connectivity Platform to operate or manage the business operations of any third party, or otherwise upon the instructions or on behalf or for the benefit of, any third party (including as part of any application service provider, service bureau, "white labeling", "private labeling", facilities management, timeshare, or other similar arrangements or services); or (d) otherwise use or reference the Connectivity Platform to build a product or service competitive with the Connectivity Platform or that uses similar ideas, features or functions as the Connectivity Platform.

Third Party Beneficiaries

YOU ACKNOWLEDGE AND AGREE THAT (A) CONNECTION PROVIDER IS A THIRD-PARTY BENEFICIARY OF THESE PINACLE CONNECT SERVICE TERMS AND CONDITIONS, AS WELL AS THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT; (B) IN RELATION TO THIS SERVICE, THE TERM "INDEMNIFIED PARTIES" AS USED IN THE GENERAL TERMS AND CONDITIONS TO THIS AGREEMENT ALSO INCLUDES CONNECTION PROVIDER; AND (C) AS BETWEEN YOU AND THE CONNECTION PROVIDER, THE FOLLOWING ADDITIONAL TERMS REQUIRED BY THE CONNECTION PROVIDER SHALL APPLY (WHICH TERMS SHALL PREVAIL TO THE EXTENT OF ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL TERMS AND CONDITIONS):

Additional Terms

- a) Your permission to use the Service and Connectivity Platform is based on the assumption that all payments to be made based on information or instructions provided through the Service and Connectivity Platform have been approved by your representative duly authorized to so approve the payments, through an authorization process determined by PNC (the "**Approval Process**").
- b) In any event, if Connection Provider is held liable to you for any reason whatsoever in connection with the Connectivity Platform or Service, you agree that the Connection Provider's aggregate liability shall not exceed Five Thousand U.S. Dollars (US \$5,000).
- c) THE PLUGIN IS PROVIDED "AS IS" AND CONNECTION PROVIDER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONNECTION PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THE PLUGIN, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE.
- d) YOU AGREE THAT THESE TERMS, INCLUDING IN PARTICULAR THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH HEREIN, ARE FAIR AND REASONABLE IN LIGHT OF THE FOREGOING AND APPROPRIATELY ALLOCATE RISK, AND CONNECTION PROVIDER HAS RELIED UPON THESE TERMS IN PROVIDING YOU WITH ACCESS TO THE PLUGIN. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND (B) WHETHER ANY CLAIM IS BROUGHT BY

YOU DIRECTLY AGAINST CONNECTION PROVIDER OR OTHERWISE (E.G., THROUGH PNC), AND REGARDLESS OF THE LEGAL THEORY OR CAUSE OF ACTION (WHETHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

D. PINACLE PAYMENTS SERVICE

This Service allows you to save payment information and/or mailing addresses for each payee ("Payee") to whom you desire to make a payment through our online portal, PINACLE. The Service may utilize any of the following payment types (each a "Payment Type") to route your payment to a Payee: RTP Payment, Same Day ACH, ACH, or Bill Payment.

Applicable Terms

You agree that the terms and conditions in the Agreement, including the terms and conditions for each Payment Type ("Payment Type Terms and Conditions"), including ACH Origination (including ACH and Same Day ACH), Bill Payment, and RTP Payment, will apply to each payment processed through the Service (each a "Routed Payment"). In the event of a conflict between the terms and conditions for this Service, and the Payment Type Terms and Conditions, the Payment Type Terms and Conditions shall control with respect to this Service. You agree that you have reviewed the Payment Type Terms and Conditions and different characteristics for each Payment Type, including the different risks, fees, and timeframes, and any rights related to modification, cancellation, settlement, and dispute resolution for each Payment Type.

Payment Routing

You understand that we will rely on the payment information you provide regarding each Payee as well as your payment instructions with respect to each payment. We have sole discretion to select the Payment Type used to process your payment to a Payee and/or to return funds on your behalf. Payment Types are subject to availability and the Payment Type Terms and Conditions, including with regard to any limitations, risk parameters, cutoff times, and other restrictions, and applicable network rules. Additionally, you understand that you may not be able to modify or cancel a payment instruction initiated through this Service, including once we have begun processing the Routed Payment as a particular Payment Type.

You may review the transaction status and Payment Type used to process each Routed Payment through the "status" page located on the Payment History page in PINACLE. If the payment instruction has not begun processing through the Service, you may also be able to make changes to the payment instructions. You agree that your use of this Service is optional, and that any use of the Service will be solely at your request and for your own convenience. You understand that your use of the Service includes your authorization and direction to us to select the Payment Type used to process payments.

No Warranty

This Service is provided on an "as is" and "as available" basis. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE. For the avoidance of doubt, we are not an agent of you, and any Routed Payment shall be considered an action taken by you, and a payment instruction issued by you.

Using PINACLE Payments

When making a payment, you must select or input information about the Payee to whom the payment is to be made and enter the desired dollar amount of the payment. This will populate the calendar with the available payment delivery dates for the transaction. The available payment delivery dates will vary for each Payment based in characteristics regarding the Payee, the available Payment Types, the desired payment delivery date, and the amount of the desired payment.

Earliest Available Delivery Date

The calendar function will populate with the earliest available delivery date. You may select from any available date that is selectable in the calendar. The date that you select and confirm from the calendar is the date the payment is scheduled to be received by the Payee. You agree that, notwithstanding your selection and confirmation of a specific payment delivery date, in some instances certain payments may be delayed or rejected.

III. RECEIVABLES SERVICES

A. **WHOLESALE LOCKBOX (INTEGRATED RECEIVABLES)**

This Service provides you with lockbox mail collection services for payments from your customers and will provide you access to images of those payments and accompanying remittance documents. The following procedures may be modified to conform to your particular needs.

Mail Account

You will advise your customers to send checks, drafts, and other orders for the payment to be processed under this Service ("**Items**") to the lockbox address in the Documentation. We will pick up mail containing Items at the U.S. Post Office in accordance with our regular lockbox collection schedules.

You will maintain an account with us as set forth in the Documentation ("**Account**"). Your relationship to us as a depositor will commence only when Items are credited to your Account. Prior to such time, we will be a bailee as to Items in our possession.

Inspection of Items

We will pick up envelopes from your lockbox and remove their contents. Items will be inspected and processed for your Account as follows:

- **Payees** - An Item without an acceptable payee designation, will not be deposited. If the endorsement of a payee (other than yours) is missing, the Item will not be deposited.
- **Dates** - An Item will be deposited even though it is stale-dated, post-dated or does not bear a date.
- **Amounts** - If the written and numeric amounts of an Item differ, the written amount will control unless the written amount is ambiguous. If the amount of an Item cannot be determined or if the amount is missing, the Item will not be deposited.
- **Drawer's Signature** - If the drawer's signature is missing, we will deposit the Item into the Account and affix a stamp requesting the drawee bank or other payer to contact the drawer for authority to pay the Item.
- **Alterations** - An Item which in our discretion appears to have been materially altered will not be deposited.

Other Language

We will have no responsibility to honor any qualifying language on Items such as "paid in full". Items will be deposited into the Account notwithstanding any such language, and we will have no liability to you as a result of such deposit.

International Payments

You may instruct us to return to you unprocessed all Items that are denominated in foreign currency and drawn upon a foreign bank. If you do not so instruct us, then at our discretion we will either send the Item for collection and credit your Account when we receive final payment, or give you provisional credit for the U.S Dollar equivalent of the Item at our then current exchange rate for the currency in question. You will bear the risk of any fluctuation in exchange rates.

Processing Procedures

Items found acceptable for deposit will first be encoded and endorsed. The endorsement will be our standard endorsement for lockbox items, which will be the binding endorsement of the payee of the Item. We will process Items and make deposits throughout each Banking Day. During each Banking Day, we will make available to you images of the deposited Items and accompanying documents.

We will send back to you original Items that are unacceptable for deposit, accompanying documents and other miscellaneous written communications received through the lockbox.

Image Delivery

We will make images of the documents listed above available through PINACLE, by transmission or by delivering to you a CD-ROM or other agreed upon physical medium.

If you elect to receive images on a physical medium, we will deliver to you daily, weekly or monthly as you request. The CD-ROMs or other physical medium we send you will contain encrypted images to help protect from unauthorized access. We will provide you with the software necessary for you to decrypt the images. You will be responsible for managing access to and use of the decryption software and any related tools used within your organization for access to your images.

We will handle original Items and present them for payment according to our procedures in effect from time to time. Certain original documents that are too large or otherwise cannot be scanned will be returned to you. We will destroy the originals of all other documents five (5) business days after we receive them. We retain image files for a limited period of time, which may change from time to time and which we will tell you upon request. You may also download your images from PINACLE and/or take delivery of the images on CD-ROM or other physical medium that you can retain. If the image of a particular document (other than an Item) is not legible, we will be unable to produce another image or copy if you tell us after we have destroyed the original. We will not be liable to you if an image is not legible.

Image Retention

All deposited Items will be imaged in processing sequence for reference purposes. We will retain the images for a period consistent with our policy in effect from time to time and will provide photocopies of deposited Items to you upon timely request and payment of our retrieval and photocopying charges.

Returned Items; Adjustments

We will notify you of returned Items. We will have the right to credit or debit the Account to correct processing mistakes. Copies of credit or debit advices will be sent to you.

Return of Paper Documents

If you have chosen to receive delivery of your image file by paper documents, you acknowledge and agree that any couriers of such paper documents are not managed by us and that you accept the additional risk of mailing and other errors related to returning original or printed copies of your documents. You further agree to release us from any claims, losses, damages or liabilities you may incur as a result of the inability to reconstruct lockbox documents that we mail to you or that are lost or misdirected, or as a result of any disclosure of the paper documents and their contents, in the absence of PNC's gross negligence or willful misconduct.

Termination; Liquidated Damages

Either you or we may terminate this Service as provided elsewhere in this Agreement. Any mail received by us in the lockbox after the termination date will be sent to the address specified by you for a period of three (3) months. You will pay us our charges for forwarding any mail. If you terminate this Service before you have used it for twelve (12) consecutive months for any reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to sixty percent (60%) of our average monthly billings to you for this Service multiplied by the number of months remaining until the end of the 12-month period.

B. RETAIL LOCKBOX

This Service provides lockbox mail collection services for payments from your customers who mail payments with accompanying remittance documents, which are scannable by Optical Character Recognition ("OCR").

Mail Account

You will advise your customers to send checks, drafts, and other orders for payment to be processed under this Service ("**Items**") with accompanying scannable remittance documents to the lockbox address. We will pick up mail containing items at the U.S. Post Office from time to time in accordance with our regular lockbox collection schedules.

You will maintain an Account with us while using this Service. Your relationship to us as a depositor will commence only when Items are credited to your Account. Prior to such time, we will be a bailee as to Items in our possession.

Inspection of Items

We will pick up envelopes from your lockbox and remove their contents. Items will be inspected and processed. We have no obligation to inspect Items except as follows:

- **Dates** - An Item will be deposited into the Account even though it is stale-dated, post-dated, or does not bear a date.
- **Amounts** - A discrepancy between the amount of an Item and the amount on the accompanying remittance document may cause the Item to not be processed.
- **Drawer's Signatures** - If the drawer's signature is missing, we will deposit the Item into the Account.
- **Other Language** - We will have no responsibility to look for or to detect Items bearing the words "paid in full" or any restrictive endorsement or other legend on or with the Item. We will deposit such Items to the Account and we will have no liability to you as a result of such deposit.
- **International Payments** - An Item denominated in foreign currency and drawn on a foreign bank will not be deposited into the Account. Any item denominated in a foreign currency will be returned to you with your return package.
- **Stop-File Comparison** - In the event that you and we have agreed upon any "stop-file" procedures, we will use commercially reasonable efforts to not deposit into the Account those Items accompanying remittance documents which we detect as corresponding to listings on such "stop-file."
- **Account Look-up** - You may provide us, in electronic format, a file that contains the account information for your customers (a data transmission is the preferred method). By having this file, if your customer sends us a check without an accompanying remittance document, we can review the Look-Up file to attempt to find the customer's account number.

Inspection of Remittance Documents

Unless otherwise set forth in the Documentation, we will process all Items which are processable by us as follows, with no obligation to inspect remittance documents except as stated below:

- **Single Item, No Document** - A single Item received without an accompanying remittance document will be deposited into the Account only if the number of the drawer's account with you appears on or with the Item. If you provide us with a Look-Up file, we will use commercially reasonable efforts to find the customer's account number so that you can credit the appropriate customer's account.
- **Single Item, Single Document** - A single Item received with a single accompanying remittance document will be deposited into the Account.
- **Multiple Items, Single Document** - Two or more Items received with a single accompanying remittance document will be deposited into the account.
- **Single Items, Multiple Documents** - A single Item received with two or more accompanying remittance documents will be deposited into the Account.
- **Multiple Items, Multiple Documents** - Two or more Items received with two or more accompanying remittance documents will be deposited into the Account only if (i) the remitter has noted on the documents how to apply the Items or (ii) the total amount of the Items equals the total amount of all the accompanying remittance documents.

Further Processing

Items found acceptable for deposit will be endorsed and deposited into the Account. The endorsement will be our standard endorsement for lockbox items, as it reads from time to time, and this endorsement will be the binding endorsement of the payee of the Item. We will make deposits throughout each Banking Day. At the end of each Banking Day, we will send the following to you:

- One deposit ticket copy for each deposit.
- Items denominated in a foreign currency, original Items unacceptable for deposit, accompanying papers (excluding envelopes), and other miscellaneous written communications received through the lockbox.

In addition to the above, we will send the following to you, if requested by you:

- Remittance documents which accompany deposited Items.
- Data transmission of deposited Item information.
- Transmission of images of checks, remittance documentation and exception items.
- Hard copy reports of Item information

Images

All deposited Items and their accompanying remittance documents will be imaged for reference purposes. All images will be retained on our Image Archive in accordance with our record retention schedule, as in effect from time to time. You can choose the level of storage for quick retrieval (120 days, 180 days or 1 year) and these images will generally be available to you immediately on line. After your quick retrieval storage period has expired, your images will move to our Image Archive. Images on the Image Archive will be available with 12-24 hours of your request, provided that the image is still available in accordance with our record retention schedule.

Upon request, we can also image your exception items, which will include No Documents, Correspondence, Returns, suspense items, address changes, and any other miscellaneous documents.

Termination: Liquidated Damages

Either you or we may terminate this Service as provided elsewhere in this Agreement. If, however, you terminate this Service before you have used it for twelve (12) consecutive months for any other reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to sixty percent (60%) of our average monthly billings to you for this Service multiplied by the number of months remaining until the end of the 12-month period. Any mail received by us in the lockbox after the termination date will be sent to you for a period of three (3) months. You will pay us our charges for forwarding any mail.

C. RECEIVABLES AUTOMATION

This Service is a cloud-based solution designed to optimize accounts receivables operations by combining all functions into a unified business process. Receivables Automation features include, but are not limited to the following:

Cash Application

Enables the end-to-end automation of the cash application process that covers remittance aggregation from different sources/formats, remittance data capture, payment linking, invoice matching deduction coding and ERP posting.

Deductions

Enables a deduction management operation for identifying and resolving invoice disputes and short payments including a structured workflow and collaboration engine for inter-department communication and approval.

You may choose to use either feature collectively or on an independent basis.

Definitions

Capitalized terms used in this Terms and Conditions for this Service will have the meaning ascribed to them below, or in the context used in this Agreement.

- ❖ **Cloud Solution** - means each separately priced offering to which you subscribe.
- ❖ **Customer Data** - means any data or information that is (a) provided or uploaded by you into a Cloud Solution, or (B) aggregated from Data Sources.

- ❖ **Data Sources** - means those specified sources of data and information accessed by a Cloud Solution, including, but not limited to, external internet websites, internal intranet web sites, third party applications (e.g. ERP systems and EDI exchanges), private and public websites, emails, and/or images of paper documents.
- ❖ **Documentation** - means the following, written documentation, in Word, PDF and HTML formats, which describes the functionality and operation of a Cloud Solution such as order forms, process design documents, training guides, testing scripts, production turnover plans and release notes.
- ❖ **User(s)** - means those employees, representatives, consultants, contractors, or agents that you have authorized to use a Cloud Solution and that you have supplied user identifications and passwords.

Service Description

This Service consists of the following optional components.

▪ **Cash Application:**

Core Module

Enterprise Cloud Integration (ECI): The Enterprise Cloud Integration module is used to integrate ERP systems with the Receivables Automation service. The ECI module has three components as follows:

- ❖ **ERP Data Extractor:** ERP data extractors are used to extract invoice and customer master data from ERP systems.
- ❖ **ERP Data Loader:** the ERP data loading component is used to load extracted data from the ERP into the solution.
- ❖ **Output Generator:** the Output generator creates ERP consumable consolidated receivables files.

- **Exception Handling (EH):** Exception Handling is a front-end interface for users to verify and adjust captured and/or matched data in the solution before output generation. It uses learning algorithms to identify correction patterns over time to minimize the number of manual touches.

- **Reporting & Analytics:** Reporting & Analytics generates views and provides export options on reports and analytics data.

Data Capture

- ❖ **Email Data Capture:** Email Data Capture is an artificial intelligence (A.I.) based engine that captures data dynamically from remittance emails (email body and attachments – structured and/or unstructured) without needing specific templates. It uses machine-learning algorithms that continuously improve accuracy with time and data.
- ❖ **Web Data Capture:** Web Data Capture automatically aggregates remittance data from a wide range of websites. It has a mechanism to add data capture capabilities to new websites as needed.
- ❖ **EDI Data Capture:** EDI Data Capture automatically aggregates remittance information from EDI remittances (EDI 820/EDI 823).
- ❖ **Image Data Capture:** Image Data Capture uses artificial intelligence (A.I.) to capture data dynamically from the lockbox images and remote deposit images without defining specific templates. It uses machine-learning algorithms that continuously improve accuracy with time and data.

AR Matching

- ❖ **Payment Loading:** Payment Loading integrates payment information from banks with the solution. Typical formats include BAI, BAI2, EDI 823, EDI 820 and MT940, delimited text, fixed length text, excel and XML files. It also provides support to process any specific file formats.
- ❖ **Payment-Remittance Linking (PR Linking):** PR Linking links payments to remittances based on configurable business linking rules. It also provides advanced override features to support linking conflict resolution, client specific and clients' customer specific linking scenarios.

- ❖ **Invoice Matching:** Invoice Matching matches remittance line items with receivables data to identify the invoices paid & credit memos taken on the remittance. It also leverages predictive models to identify remittances based on past payment behavior if no remittance data is available.

Deduction Identification: This component identifies discounts and short/over payments from the remittance data and setup short/over payments in the clients' ERP system. It reduces manual effort in identifying/coding of discounts, short/over payments and populates additional attributes such as claim reference, etc. in clients' ERP system.

- **Deductions Management**

The Deductions Management module features the following:

- ❖ Deductions Management
- ❖ Auto-match of Deduction Backup (Claims, PODs) to deductions
- ❖ Reason Code Population of deduction
- ❖ Deduction Analyst workflow and workflow collaboration
- ❖ Prioritize Deductions based on customer, aging and/or amount
- ❖ Deduction resolution (credit, write-off, credit offsets, invalid)
- ❖ Customer correspondence management for deductions
- ❖ Pre-Deductions – proactive deduction research using claim backup
- ❖ Trade promotion settlement – auto-match deductions to Trade promotions
- ❖ Approval workflow via delegation of authority
- ❖ Reporting, dashboards and analytics
- ❖ Claims and POD Automation
- ❖ Automatically gather claim document from customer portals
- ❖ Automatically gather POD, BOL and backup documents from carrier portals
- ❖ Automatically gather claim documents from customer emails
- ❖ Automatically gather claim documents from paper/scanned PDF
- ❖ Automatically gather claim documents from EDI claims
- ❖ Linking of Claims and POD
- ❖ Enrich claim information using standard rules to aid in linking with deductions/invoices
- ❖ Reporting, dashboards and analytics
- ❖ Web Push Automation – Upload claim denials to customer portals via web aggregation engine

Your Responsibilities

In using this Service, you are responsible for:

- (a) Preventing unauthorized access to Cloud Solutions, by, among other things, keeping your passwords secure and confidential and promptly notifying us of any unauthorized access;
- (b) Providing and maintaining all hardware and software you use to access each Cloud Solution;
- (c) Using the Service only in compliance with its Documentation;
- (d) Inputting accurate and complete Customer Data into each Cloud Solution in the established standard format and specifications set forth in its Documentation;
- (e) Providing to us on a regular basis customer master data and the open invoice data (transactional) from your ERP system(s). Additional information may be provided in order to further improve cash application matching rates. This includes but is not limited to; MICR data, payer name, parent-child relations, and other alternative references that your customer may pay against.

(f) If your usage of service includes payment and receivables activity processed by another financial institution or service provider other than us you must work with that provider to obtain the necessary payment files required to utilize the service. These files may include; a) an image file of checks and remittance documents received in a lockbox, and b) an ANSI X12 820 file of electronic payments received in your account(s) at the other financial institution(s). Image files should be in a CCIT Group IV format with a minimum resolution of 300 Dots Per Inch ("**DPI**"). It is your sole responsibility to arrange for these services with your other providers. You will be responsible for any one-time and/or ongoing service fees assessed by your provider(s).

(g) Assigning personnel to assist us on technical or data issues and otherwise cooperate with us in its provisioning of the service, including ensuring the cooperation of third parties as needed to supply requested Customer Data, information and other support.

Our Responsibilities

a) PNC Payment and Remittance Activity

For check payments received through your PNC Integrated Receivables lockbox(es) we will generate and transmit to the cloud-hosting environment the image files required for this service.

For electronic payment activity received in your account(s) we will generate and transmit to the cloud-hosting environment the data files required for this service.

We will generate and transmit the files in accordance with our regular schedules. We will share with you the schedules at your request.

b) Image and Data Delivery

We will make images of the items along with associated remittance data available to you through PINACLE®. We will not be liable to you if an image is not legible. You will be responsible for reviewing and resolving exception items including completion of data capture and/or invoice matching.

c) Image and Data Retention

For all receivables activity directed to the Receivables Automation service we will maintain images and associated data for a period of seven (7) years.

d) Hosting Environment

We may provide and use a shared or dedicated hosting environment for the service on secure servers at a third party managed hosting services facility. We will protect (or cause our hosting provider to protect) your data hosted in this cloud environment using controls consistent with accepted industry standards (e.g., Cloud Security Alliance Cloud Controls Matrix). We reserve the right in its sole reasonable discretion to transfer to a comparable hosting facility.

e) Access and Usage

Subject to the terms and conditions of this Agreement, we grant to you the limited right to access and use each Cloud Solution, but only in accordance with the Documentation. You may also allow Users to access and use a Cloud Solution, which access must be for the sole benefit of your organization; provided however, you will remain responsible for such Users' compliance with this Agreement.

Orderly Transition

Other than for a termination based on your misappropriation of our intellectual property or your failure to pay any undisputed amount by the requisite due date (provided that we have first provided you with five (5) days' prior written notice of the same), upon expiration or any termination of this Agreement, in whole or in part, we will, at your request, continue to allow you to access and use the Services after the date of such termination or expiration to effectuate an orderly transition from the Services for a period not to exceed one year. During such period, the then-existing fees will continue to be in effect and the terms of this Agreement shall survive and continue to govern the parties' rights and

obligations with respect to the Services. The usage period shall end when the transition from the Services has occurred and any Transition Services have been completed.

Termination; Liquidated Damages

Either you or we may terminate this Service as provided elsewhere in this Agreement. If you terminate this Service before you have used it for twelve (12) consecutive months following implementation for any reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to our average monthly billings to you for this Service multiplied by the number of months remaining until the end of the 12-month period.

D. E-LOCKBOX

PNC's E-Lockbox Service provides an automated way of collecting bill payments made by your customers at online bill payment sites, walk-in payment centers, collection agencies, credit counseling agencies, and other online bill payment originators ("Bill Payment Originators"). This service reduces the number of checks you will receive from online bill payment processors and eliminates the need for you to manage multiple electronic transmissions from each Bill Payment Originator.

As part of this Service, we will register you with participating Bill Payment Originators indicating that you are able to receive bill payments electronically. Not all Bill Payment Originators are able to send payments to you electronically. The registration process will include assigning you a Biller Profile Number so that the Bill Payment Originators know where to send your bill payments. You will be able, through us, to designate the following criteria to assist Bill Payment Originators in processing payments for you:

1. **Acceptable Names/Payees** – We will enter a list of acceptable names that your customers use when sending you payments. We will use your business name as the primary name, but will also ask you to provide a list of assumed business names that your customers use when making payments.
2. **Acceptable Addresses** – We will also enter a list of acceptable addresses where customers may send payments to you. The primary address will be the lockbox or street address where you request payments to be sent. We will include all of the additional addresses you designate where your customers may also send payments.
3. **Account Number Mask** – We will also include a list of customer account number "masks" that you will accept. The account number is your customer account number as established within your accounts receivables system. Some examples of "mask" criteria are:
 - a) A fixed or maximum account number length.
 - b) Specific prefixes that must be present in the account number.
 - c) List of account number structures (example xxx-xxxxxxx-xx).
 - d) An account number algorithm that uses the last digit of the account number as a check digit.

If a bill payment does not pass the three criteria described above, then the Bill Payment Originator will print a check with the customer information and mail the check to the address provided by the person making the online bill payment. You may also send us an old number/new number data file that can be used to systemically change an account number received to a corresponding number based on the data file received. This feature is available when you have gone through a systemic change where you have issued new account numbers to your customers. This file will match incoming payments based on the "old" number and automatically convert it to the "new" number prior to presenting those payments to you.

Payment Information Delivery

You may select one of the following methods for receiving your bill payment information:

1. Merged with your PNC lockbox file (retail or wholesale).
2. Separate ACH formatted file with only the E-Lockbox payments (CIE formatted file).
3. CSV/Excel file download from a WEB Portal.

4. Integrated with an EDI transmission.

There are four (4) data elements that are included with each payment. They are:

1. **Customer Account Number** – This is the account number entered by the person originating the payment (which is the customer account number assigned by you as established within your accounts receivables system).
2. **Payment Amount** – Dollar amount of the payment being made.
3. **Name** – This will be the name of the person originating the payment. *(Please note this name may not be the same name of the person on record in your accounts receivables system. The name is based on who originated the payment.)*
4. **Payment Date** – Date the payment is received and processed by us.

Funds Depositing/Availability

Payments received from the Bill Payment Originators will be deposited to your designated account on the Banking Day that the payments are received by us. The deposits will have immediate availability and will generally be posted by 8:00 a.m. ET on the Banking Day the payments are received.

Reporting

You will have the ability to perform reporting, payment research, and returns processing using the online portal. The online portal may be branded with the logo of our third party vendor and provides the following capability:

1. **Reporting** - Download transactions (CSV/Excel Download).
2. **Payment Research** - Perform research for payments that may have suspended during the posting process or require some other research. The WEB Portal gives you access to the contact information of the Bill Payment Originator who initiated the payment.
3. **Returns Processing** – Return any unwanted payments through the WEB Portal. This will automatically return the payment to the Bill Payment Originator who originated the payment. Your PNC deposit account will be charged the following Banking Day in the amount of any processed returns.

Disclaimer

Bill Payment Originators are independent third parties who are performing services on behalf of your customers and are not affiliated with, or controlled by, PNC. As such, you acknowledge and agree that PNC shall have no liability to you for any losses you incur that are caused by the acts or omissions of any Bill Payment Originator.

E. REMITTANCE ON-SITE SERVICE

This Service allows you to scan checks, plus any associated remittance documents and transmit the images to us as if such checks and documents had been sent directly to your lockbox with us. We will enter those electronic images into the collection system or use them to print Substitute Checks. We will provisionally credit your account for the deposit ("**Remittance Deposit**"). We will make images of the checks and associated remittance documents available to you through PINACLE.

Software and Materials

In order for you to use this Service, you will be provided with installation software. We will provide a user manual and other appropriate materials that will give you details on how to use this Service and install the software. The user manual and any other materials are considered part of the Documentation for the Service.

Transmissions

In order to transmit your Remittance Deposit file, containing your checks images and associated remittance documents, you will have to comply with any applicable Security Procedures. You will transmit the Remittance Deposit file to a secure site as directed in the user manual. You will scan each check, plus any associated remittance documents.

We will not process duplicate, partial or incomplete Remittance Deposit files.

If you cannot scan an original check or you do not want to use this Service to deposit an original check, you may deposit the original check at any of our branches or send the original check via U.S. mail to your lockbox, and the check will be processed in accordance with the Comprehensive Agreement.

If the Substitute Check or an image of the Substitute Check is returned for any reason, we will return the check to you as an Image Replacement Document ("**IRD**") as defined in the American National Standards Institute's applicable standards. Subject to our right to refuse any item for deposit as stated in the Business Account Agreement, you may re-deposit any check that was deposited using this Service by sending us another file containing an image of the check or the IRD. After you have sent us an image of an original check for deposit, you may not deposit the original check with us or with any other financial institution, even if the Substitute Check we created from your Remittance Deposit or an image of such a Substitute Check is returned. You must employ appropriate measures to ensure that original checks are not deposited.

Purchase of Equipment and Retention of Checks

While using this Service and upon reasonable notice, you agree that we can inspect your premises as we deem necessary within our sole discretion in order to determine your compliance with the provisions of this Agreement. You must purchase the scanners you need to use this Service. We may recommend a vendor from whom you can purchase scanners, but you must purchase scanners that are compatible with this Service. You agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

You agree to retain each original check, and an image of each original check in a format specified by us, without affixing any void language to the original check, for a minimum of fourteen (14) calendar days from the date of the deposit ("**Retention Period**"). You agree, upon our request and during the Retention Period, to provide either the original check or an imaged copy of any check that was transmitted to us using this Service. You agree to store each original check and an image of each original check in a secure location. Upon reasonable notice, you agree that we can inspect the location where you keep the original checks and imaged checks, but we have no obligation to conduct an inspection.

Deposit of Check Images

You are responsible for determining whether an original check is eligible for deposit as a check image in accordance with these Terms and Conditions and the Documentation. Without limiting the foregoing, you shall not deposit (i) a check image created from any check or item that is not eligible for conversion to a Substitute Check, including but not limited to non-US dollar denominated checks, checks drawn on foreign banks, forward or return items in carrier documents, or photocopies in lieu of mutilated items, or (ii) an electronically created image that did not actually originate from a paper item.

You shall review each check image prior to transmission of the check image to us in order to confirm the legibility and accuracy of the check image, and that the check image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image.

You acknowledge and agree that (1) we do not separately verify that the check image is eligible for conversion to a Substitute Check or verify the accuracy, legibility or quality of the check image or MICR line information received from you and (ii) you are responsible for any copies of check images or original checks that you maintain and for any loss that may arise as a result of unauthorized access to or use of such original checks or check images. Except to the extent that you may re-deposit any check that was deposited using this Service as indicated above, we are not obligated to accept a check image for deposit from you, and we may in our sole discretion reject a Remittance Deposit at any time and request that you deposit the original check.

When we transfer or present a check image, or a Substitute Check created from that check image, we make certain representations and warranties under contract or under applicable law, including, without limitation, Check 21, clearinghouse rules and Federal Reserve Operating Circulars. With respect to each check image that you send to us, and each Substitute Check that we make from such a check image, you are deemed to make to us any representation or

warranty that we make to any person (including without limitation a collecting bank, a Federal Reserve Bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that a check image that is received by us using this Service or a Substitute Check created by us in accordance with these Terms and Conditions, shall be considered a check and/or an item for all purposes under the Comprehensive Agreement.

Termination of Service

In addition to the termination provisions stated elsewhere in this Agreement, we reserve the right to suspend your access to all or any portion of the Service at any time without notice to you.

F. CASH LOGISTICS SERVICE

This Service provides you with a means of depositing and obtaining coin and currency.

The terms "**cash**," "**coin**," and "**currency**" mean the legal coin and currency of the United States of America or of any other country approved by us. You will not deposit, and we will not accept, the coin or currency of any other country not approved under this Service.

Deposits by You

You will purchase or otherwise supply and maintain clear disposable plastic security bags for deposits. Plastic bags should be sealed according to the manufacturer's instructions. You will prepare your deposits in good order as follows:

- Cash deposits will be accompanied by a deposit ticket with the dollar amount fully visible through the plastic security bag or in an outer pouch that is accessible without opening the sealed bag. The shipping label on the bag must include your company name and location address.
- Deposits will be delivered by your authorized armored carrier to the secured facility specified by us.
- Your deposits will be deemed to be made when we receive them at the Cash Logistic Services ("**CLS**") facility. Cash, coin and check deposits must be received by us prior to the published deadline as provided to you from time to time. Deposits received after the applicable cut-off time will be considered by us to have been received on the following Banking Day, thereby delaying normal funds availability by one (1) Banking Day. Deposits presented to our CLS facility that contain checks will be accepted but will be subject to special handling fees.

Processing by Us

We will process your deposits as follows:

- We will count and verify the physical contents from your deposit based on the amount identified on the visible/accessible deposit ticket.
- Deposits that do not contain a visible/accessible deposit ticket with legible information are subject to processing delays with available ledger credit being delayed by one (1) or two (2) Banking Days.
- You will accept our count as the valid and binding final count.
- If our count varies from your count, a credit or debit adjustment will be made to the Account for the difference. Upon request, we will provide you with any information reasonably available to us which may assist you to reconcile the difference.

Withdrawals

You may order currency and coin from us in U.S. dollars.

We will debit your Account for the face value of the monies ordered on the day on which we present your order to your authorized armored carrier. If the Account does not contain sufficient funding equivalent to the amount being ordered, we will delay the processing of the order until the Account is fully funded.

You may place orders for coin and currency 24-hours per day by accessing our Automated Telephone Order Entry application or our Cash Logistics Information Portal (CLIP) web-based order system no later than 11:00 a.m. (local time). Orders placed before the 11:00 a.m. (local time) will be available for pickup by your armored carrier on that same business day.

Withdrawals will be deemed to be made when the coin or currency is delivered to your armored carrier.

Courier Service/Risk of Loss

You agree that any armored carrier used to deliver or secure coin, currency or other material to or from the CLS Facility, will be certified and licensed as required by applicable law and will act as your agent. You will bear the entire risk of loss of your coin, currency or other property when it is in the custody or control of you or your armored carrier.

United States Postal System (USPS) Deposit Shipping Support

We will provide the technological connectivity with the USPS API that supports the shipping of deposits through the USPS infrastructure. You can track and monitor the tracking of these deposits through CLIP. We will have no liability for any deposit package that is not delivered to PNC for processing. You assume full liability and risk for the USPS service and the billing for this service will be presented directly to you by the USPS.

G. NON-PNC SAFE DEPOSITS SERVICE

This Service allows you to deposit currency into an on-site electronic safe for same Banking Day conditional credit.

The Non-PNC Safe

You agree to procure the on-site electronic safe ("**Unit(s)**") from any certified vendor. Individual Units will be maintained at your various locations as determined by you. You will hire a third party courier service ("**Courier**") to pick up currency deposited into the Units and deliver the currency to secured CLS facilities specified by us within three (3) business days from when the currency is retrieved from the Unit by the Courier. For purposes of this Service, currency shall include cash currency of the United States of America, only, and shall not include coins, checks, food coupons or other items. You understand that each Unit will provide a bill validator for deposits made into each Unit. This service does not apply to monies deposited into the envelope drop or funds in the change control system of the Unit. You agree to instruct the Courier to pick up all currency in the Units no less than once per week. You agree, however, that the Courier is authorized to make daily Banking Day pickups of all currency in the Units from your locations at our request.

▪ The Non-PNC Safe Account

At the close of each Unit's business day (generally 7 days per week), at a time to be determined by you, you will initiate an end-of-day transmission. On each Banking Day, the Unit will initiate an end-of-day transmission to us, reflecting the amount of currency deposited into the bill validator of each Unit. The total amount of all deposits will be posted to your Account on the Banking Day we receive the transmitted file from the Unit at which time you agree that full rights of ownership of all currency deposited into the Units shall vest in us. We will provide same Banking Day conditional credit (subject to receipt and count) to your Account in the amount of the reported deposit.

▪ Processing Non-PNC Safe Deposits

You agree that all Unit currency received in the CLS facilities will be processed as per the procedures set forth in the CLS Terms and Conditions. If our count varies from your count, or the Unit's transmitted file, a credit or debit adjustment will be made to your Account for the difference. Adjustments will further be made for any counterfeit funds deposited into the Units, together with any adjustments associated with non-delivery of the currency to the CLS facilities as specified above including losses associated with theft, fire, or other physical destruction or damage of any Unit and its contents. Any negative balance caused by such reconciliation will be immediately due and payable to us by you.

Insurance Obligations

You, at your sole cost and expense, shall obtain, keep in force and maintain insurance with appropriate limits and shall cover any all losses associated with theft, fire, tampering, or other physical destruction or damage of each Unit and Unit contents. Evidence of such insurance shall be disclosed to us upon request.

Termination

In addition to the termination provisions set forth in the Comprehensive Agreement, we reserve the right to immediately terminate Non-PNC Safe Deposits Services without notice to you in the event any Unit is tampered with or the integrity of any such Unit is otherwise jeopardized.

Disclaimer

We shall have no responsibility and shall incur no liability for any failures of the Units, including the unavailability or interruption of transmission or communications, equipment or other technological failures, emergency conditions, or any courier-related services and obligations of the Unit or your Courier.

H. PRINTMAIL EXPRESS/SELECT

This Service permits you to instruct us to print, email, and generate electronic images of bills/statements/invoices, on your behalf.

General Specifications

- You will send us, through transmission or WEB file upload, a data file in our standard format or an agreed-upon custom format. If files are transmitted, a control file must be included, as specified by us.
- During implementation, we will assist you in completing the Print Mail Technical Specifications Form, and both parties shall sign such form. Future changes will be communicated to us and implemented through PNC's standard change process.

PNC shall not be under any duty or obligation to inquire into, and shall not be liable for, the validity or invalidity or authority or lack thereof of any oral, transmitted, or written instruction provided by you, which PNC reasonably believes to be genuine.

General Processing

PNC's Print Mail process generally includes:

- You delivering billing data to PNC via Direct File Transmission or WEB file upload
- You delivering to PNC a control file or totals for file validation.
- The option for you to implement a "hold and release" process, rather than a standard straight-through process. Hold and Release allows you to review the file output through PNC's Print WEB portal prior to releasing the bills for printing and mailing. PNC's standard process is to automatically process all files and print and mail them without any manual intervention by you.
- PNC will apply processing edits (agreed to by the parties) against the data file in an attempt to validate the file. Once the file has passed file processing edits, it will be released to the print production facility for printing, inserting, and mailing.
- PNC provides a Print WEB portal where you can review the file status, as well as manage the various components of the print process. The Print WEB portal also provides reporting on volume and postage expense incurred.

Rejected File Processing

If PNC identifies any data or agreed to logic issues during file processing, PNC will stop processing the file and contact you to determine next steps. If it is determined there is a data file issue, then you will be responsible to correct the data issues and resend the data file for processing. If the issue can be addressed by PNC, then PNC will communicate the resolution to you.

Address Validation Services

PNC can provide address verification services as part of the standard print services. This service matches all addresses against the USPS Address Database to make sure all outgoing mail can be delivered. You may request reports generated through the National Change of Address ("NCOA") process to help you update addresses in their system of record. PNC

can also provide a **"Bad Address Report,"** which lists all the addresses that are either undeliverable or need correction. Both the NCOA and Bad Address Reports are optional and can be turned on or off at your request.

MailTrek Service

MailTrek is an optional mail tracking service that uses USPS technology to track your inbound and outbound mail.

- ❖ Outbound Mail – For outbound scanning, an Intelligent Mail barcode (Imb) is printed on each piece of outgoing mail. That Imb serves as a unique identifier for that envelope. The data from this barcode gives the USPS the necessary intelligence to get your mail delivered to the right address on time.
- ❖ Inbound Mail – For inbound scanning, an Imb barcode will be included on your return or remittance envelope to provide you with valuable data regarding the status of incoming payments.

Scanned throughout each stage of the delivery process, data from the Imb is uploaded multiple times a day to our system. Mail is tracked in real-time so that you know the delivery status of your inbound and outbound mail. Reports on the scanned activity are available to you through PNC's Print WEB portal.

Production and Mail Times

Unless otherwise agreed by the parties, the following are the standard production turn-around times for printing and mailing items:

- ❖ Files Received Monday through Thursday (up to 75K items) – Data files received by 11:30am ET will be processed and mailed by the next Business Day.
- ❖ Files Received Friday (up to 75k items) – Data files received by 8:30am ET will be processed and mailed by end of day Saturday.
- ❖ If Saturday is a government holiday, then the items will be mailed the next business day.

Cancellation of File

If you, after a file has been transmitted to PNC, subsequently notify PNC that you want to cancel a file, PNC shall make reasonable efforts to stop the printing and mailing of the bills. If documents have been printed but not mailed, then you will be responsible for paying PNC for Services performed prior to receipt of the notice of cancellation.

Inspection of Items

PNC will inspect output prior to delivery to the USPS or other mail service provider. Inspection will include:

- Review for mail piece completeness including inserts, undamaged output, no read quality issues, and correct data placement.
- Review for mail readiness, including accurate postage and compliance with U.S. Postal Service regulations for qualified presort first class mail.

Data Storage, Image Archive, and WEB System Management

PNC may store data files for up to 60 days in order to perform certain quality control processes. Images of all documents will be archived as PDF images for a minimum of 90 days and up to several years, depending on your requirements. These images may be accessed thru PNC's Print WEB portal, transmitted back to you, and/or integrated with PNC's Electronic Bill Payment and Presentment system.

The Print WEB portal described above may be used by you to access volume and postage reporting, and manage billing messages, inserts, and other print processes. Reprints would be submitted to PNC as a separate file through the normal print process.

I. PAYEREXPRESS SERVICE

PayerExpress is PNC's bill payment and presentment service that allows your customers to make payments on bills and invoices from your company via ACH and/or Card Payment networks.

Security

PNC reserves the right to update the security features of the PayerExpress system at any time.

Compliance

ACH transactions are subject to the Automated Clearing House (ACH) Origination Service Terms and Conditions. Transactions processed through the Card payment network are subject to the Operating Guide and Association Rules as defined in PNC's agreement with you for merchant services, a copy of which will be provided to you if you use this Service.

Consumer Terms of Service and Privacy Policy

You are solely responsible for any Consumer Terms of Service and Privacy Policy used for PayerExpress.

PayerExpress requires that you post a Consumer Terms of Service on the website. You may also post a Privacy Policy on the website. PNC can provide you with a sample Consumer Terms of Service document. You understand and agree that this sample is being provided as a courtesy, only, and does not reflect legal review or approval. You should not rely on this sample document without your own legal review, guidance and approval. You agree not to include any reference to PNC within your Consumer Terms of Service or Privacy Policy statement, including any reference to PNC's name, address, logo or other PNC identifying information. You will be required to submit the text of your Consumer Terms of Service to PNC, in writing. If you want to post a Privacy Policy, you are also required to submit that text to PNC, in writing. Posting of such materials shall not constitute PNC's approval thereof. PNC will not be responsible for monitoring or enforcing the provisions set forth in the posted Consumer Terms of Service or Privacy Policy. Any such monitoring or enforcement efforts shall remain solely your responsibility.

J. ELECTRONIC PAYMENT CENTER SERVICE

Electronic Payment Center is a bill payment and presentment service that allows your customers to make payments on bills and invoices from your company via ACH and/or Card Payment networks.

Security

PNC reserves the right to update the security features of the Electronic Payment Center at any time.

Compliance

ACH transactions are subject to the Automated Clearing House (ACH) Origination Service Terms and Conditions. Transactions processed through the Card payment network are subject to the Operating Guide and Association Rules as defined in PNC's agreement with you for merchant services, a copy of which will be provided to you if you use this Service.

Consumer Terms of Service

You are solely responsible for any Consumer Terms of Service used for the Electronic Payment Center.

A generic Consumer Terms of Service will be posted on the website for the Electronic Payment Center. You understand and agree that this generic Consumer Terms of Service cannot be modified, and is being provided as a courtesy, only, and does not reflect legal review or approval. You should not rely on this generic Consumer Terms of Service without your own legal review, guidance and approval. PNC will not be responsible for monitoring or enforcing the provisions set forth in the posted Consumer Terms of Service. Any such monitoring or enforcement efforts shall remain solely your responsibility.

K. REMOTE DEPOSIT SERVICES

We offer Services which allow you to deposit checks into your Account with us by making images of the checks (i) using an approved remote capture device, (ii) using an eligible mobile device, or (ii) by scanning the checks, and then releasing the images to us. We will enter those electronic images into the collection system or use them to print Substitute Checks and enter them into the check collection system. We will provisionally credit your account for the deposit ("**Remote Deposit**").

Additional Features of Deposit On-Site

The **Remittance** feature of our Service allows you to scan a remittance coupon in accordance with our specifications and then export data from the remittance coupon to us. This feature is not available when you use a mobile device to deposit checks.

Our **Image Export** feature offers you the delivery of a daily secure data transmission file, which includes prior Banking Day deposit details along with images of deposit tickets and checks. When used together with the Remittance feature, the transmission file also contains images of the remittance coupons. Images may also be viewed through PINACLE for the period of time as determined by us from time to time.

For checks deposited with a mobile device, your Authorized Users must install an application (an "**App**") to their eligible mobile devices. You and your Authorized Users will regularly receive App update notices, with enhancement descriptions, which your Authorized Users will be required to promptly install. Both you and your Authorized Users agree to be bound by the terms of the applicable End User License Agreement ("**EULA**") for the App and your Authorized Users must indicate their agreement to the EULA before they may download the App to their mobile devices.

Transmissions and Other Requirements

Except for PINACLE access to the remote deposit computer software program and its related documentation, you must purchase your own image processing equipment and software. In order for you to use this Service, the check images that you send us must be in the American National Standards Institute's Check Image Exchange X9.37 format. We will provide you with a copy of the Check Image Exchange X9.37 format requirements. We will provide you with an implementation plan with test requirements and other appropriate materials that will give you details on how to use this Service. Test requirements must be met before you may use the Service in production. The format requirements, implementation plan and any other materials are considered part of the Documentation for the Service and are incorporated herein by reference. We may provide you access to an API that may be used by you to access this Service.

Processing Guidelines

You will release your Remote Deposit file containing your checks images to our secure site as directed in the Documentation. All checks deposited with a mobile device must include your virtual endorsement on the back of the check image. For other remotely deposited checks, we may provide your virtual endorsement to each check image that you capture and send to us. You are responsible for the correct placement of your endorsement on the check images. Upon receipt of your Remote Deposit file, we will confirm our receipt of your deposit. The date of deposit is the date in such confirmation, including for purposes of our Funds Availability Policy. After acknowledging receipt of your Remote Deposit, we will provisionally credit the checks in your Remote Deposit file to your designated Account. We will then process each remotely deposited check for collection or create a Substitute Check for each check imaged in your file that meets the image quality standards set forth in the Documentation, and process each Substitute Check for collection.

In order to credit the checks to your designated Account on the same Banking Day that we receive your Remote Deposit file, we must receive your file by the cutoff time stated in the Documentation. If the Remote Deposit file is received after that time, the file will be considered to have been received by us on the next Banking Day and that date will be reflected on the **Receipt Notice**.

We will not process duplicate, partial or incomplete Remote Deposit files. If you cannot remotely deposit an original check or you do not want to use this Service to deposit an original check, you may deposit the original check at any of our branches.

If the Substitute Check or an image of the Substitute Check is returned for any reason, we will return the check to you as an Image Replacement Document ("**IRD**") as defined in the American National Standards Institute's X9 standards. Subject to our right to refuse any item for deposit as stated in the Business Account Agreement, you may re-deposit any check that was deposited using this Service by sending or releasing to us another Remote Deposit file containing an image of the returned check or the IRD. After you have sent us an image of an original check for deposit, you may not deposit the original check with us or any other financial institution, even if the Substitute Check we created from your Remote Deposit or an image of such a Substitute Check is returned. You must employ appropriate measures to ensure that original checks are not deposited.

Deposit Limits

We will establish deposit limits and check item limits for the remote deposit activity that you may initiate. The limits for remote deposit activity are based on the maximum item dollar amount and accumulated remote deposit activity. Authorized Users with Administrative access can view the Company limits within the User Edit Screen. We may change your limits at any time in our sole discretion. If we receive a remote deposit file from you which alone, or in combination with any other aggregated deposit activity, exceeds your deposit limit, we may decline to process the file in our sole discretion. Our election to process any remote deposit file which exceeds any of your limits will not affect or limit our right to reject any future Remote Deposit transaction file which exceeds your limit at any time. We will not be liable for delaying or not processing a remote deposit file if such processing would cause your limit to be exceeded.

Equipment

You agree that, upon reasonable notice, we can inspect your premises as we deem necessary within our sole discretion in order to determine your compliance with the Terms and Conditions for this Service. You must purchase the scanners that we believe in good faith are compatible with this Service. We will provide you a list of such scanners and a list of vendors from whom you may purchase them. You agree that we have no liability to you or your agents for the use, purchase, maintenance, quality, or any other aspect of the scanners.

If you wish to remotely deposit checks via a mobile device, we will provide you with a list of eligible mobile devices. The identification by us of a cellular phone or other mobile device for use with the Service does not constitute a recommendation, endorsement or any representation or warranty of any kind by us regarding the performance or operation of such device. You and Your Authorized Users are solely responsible for the selection of an eligible mobile device and all issues relating to the operation, performance and costs associated with such device are between you, your Authorized Users and your or their wireless communications provider. Such provider may impose extra fees in order to make such mobile device data-capable and may also apply charges if you or your Authorized Users exchange data between a mobile device and the Service.

In the event you or an Authorized User's mobile device is lost or stolen, you agree to make appropriate changes to disable the use of such device or you will require your Authorized Users to do so.

Retention of Checks

You agree to retain each original check, without writing on or otherwise altering the original check, for the period of time stated in the Documentation ("**Retention Period**"). You agree, upon our request and during the Retention Period, to provide either an additional image copy of any check image that was released to us using this Service or the original check. You agree to store each original check or a copy of the imaged checks in a secure location. Upon reasonable notice, you agree that we can inspect the location where you keep the original checks and copies, but we have no obligation to conduct an inspection. You will not deposit, with us or with any other financial institution, the original of any check of which you have sent us an image for credit to your Account. If you become aware that you have made such a deposit, you will notify us immediately.

Deposit of Check Images

You are responsible for determining whether an original check is eligible for Remote Deposit as a check image in accordance with these Terms and Conditions and the Documentation. Without limiting the foregoing, you shall not deposit (i) a check image created from any check or item that is not eligible for conversion to a Substitute Check, including but not limited to non-US dollar denominated checks, checks drawn on foreign banks, forward or return items in carrier documents, or photocopies in lieu of mutilated items, or (ii) an electronically created image that did not actually originate from a paper check.

You shall review each check image prior to releasing the check image to us in order to confirm the legibility and accuracy of the check image, and that the check image satisfies the quality standards as specified in our Documentation. You assume sole responsibility for ensuring that all information from the original check is accurately captured in the resulting check image and that all files are transmitted as balanced deposits.

You acknowledge and agree that we do not separately verify that the check image is eligible for conversion to an image or a Substitute Check or verify the accuracy, legibility or quality of the check image or MICR line information received from you. You acknowledge and agree that you are responsible for any copies of check images or original checks that you maintain, and you are responsible for any loss that may arise as a result of unauthorized access to or use of such original checks or check images. We are not obligated to accept a check image for deposit from you, and we may in our sole discretion reject a Remote Deposit at any time and request that you deposit the original check.

When we transfer or present a check image, or a Substitute Check created from that check image, we make certain representations and warranties under contract or under applicable law, including, without limitation, Check 21, Clearinghouse Rules and Federal Reserve Operating Circulars. With respect to each check image that you send or release to us, and each Substitute Check that we make from such a check image, you are deemed to make to us any representation or warranty that we make to any person (including without limitation a collecting bank, a Federal Reserve Bank, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee). You agree that a check image that is received by us using this Service or a Substitute Check created by us, shall be considered a check and/or an item for all purposes under this Agreement.

Termination of Service

In addition to the termination provisions elsewhere in this Agreement, we reserve the right to suspend your access to all or any portion of the Service at any time without notice to you. You shall also pay all amounts then due and owing to us within thirty (30) calendar days following the effective date of termination.

The Deposit On-Site service also offers the following optional features:

- ❖ The Remittance feature allows users to scan a remittance coupon that complies with our specification standards to capture data from the remittance coupon that can be exported directly from Deposit On-Site (data only).
- ❖ The Image Export feature offers the delivery of a daily secure data transmission file which reflects prior Banking Day deposit details along with images of deposit tickets and checks. When used together with the Remittance feature, the transmission file contains images of the remittance coupons. Images may also be viewed through Deposit On-Site PINACLE access.
- ❖ All deposited Items and remittance coupon images will be available within Deposit On-Site for 35 days.

L. REMOTE SAFE SOLUTION®

This Service allows you to deposit Currency into an on-site safe for same Banking Day credit. In the event of a conflict between these terms and conditions and the Cash Logistic Services terms and conditions, these terms and conditions shall control with respect to the Remote Safe Solution feature.

For purposes of these terms and conditions, the following definitions shall be applicable.

Definitions for Remote Safe Solutions

- **"Content Report"** means a report generated by the Equipment that sets forth the value of the Cassette Cash collected from the Equipment.
- **"Cassette Cash"** shall include Currency of the United States of America which is accepted by the Equipment's bill acceptor, and shall not include coins, checks, food coupons or other items.
- **"Currency"** shall include cash currency of the United States of America.
- **"Delivery Location"** means the facility designated by us as the place where the Shipment is to be delivered.
- **"Equipment"** means the safe (excluding any Currency held in the Equipment) and all related hardware, software, accessories and written materials describing the function and use of the Equipment.
- **"Pick Up Location"** means your location where the Equipment is installed.
- **"Route Designation"** means the classification by Transportation Agent of a truck route as being "Urban" (<25 miles between the Pick Up Location and the Delivery Location), "Rural" (>25 <50 miles between the Pick Up Location and the Delivery Location), or "Extended/OTR (over the road)" (>50 miles between the Pick Up Location and the Delivery Location).
- **"Shipment"** means the currency removed from the Equipment by the Transportation Agent or the acceptance of miscellaneous deposit bag by the Transportation Agent and delivered to a single Delivery Location.
- **"Transportation Agent"** means the independent third party armored carrier service arranged by us for facilitating Shipments.

Pick Up and Transport

We shall arrange for the Transportation Agent to service your Pick Up Location(s) for the purpose of picking up Cassette Cash from the Equipment and any miscellaneous deposit bags being sent for processing. You acknowledge and agree that the Transportation Agent will only act upon our instruction regarding pickups, transport and processing, or any changes thereto. Unless otherwise specified, all pickups will be performed on Banking Days during our normal business hours at the frequency stated in an agreed upon schedule. Additional fees may be imposed if your service day is scheduled on a Non-Banking Day. You agree, however, that we are authorized, in our sole discretion, to demand and to take possession of all or any portion of the Cassette Cash at any time. Pickups which do not fall within the normal schedule but that are agreed to by us shall be at your expense. In the event of inclement weather or some other irregularity, performance shall be mutually agreed upon. The Equipment is designed to automatically generate a Content Report with respect to Currency which is accepted into the Equipment's bill acceptor. The Cassette Cash will be transferred by the Transportation Agent to the Delivery Location for processing pursuant to the Cash Logistic Services terms and conditions.

The Transportation Agent may, at their sole discretion, adjust their truck service routes. These changes may alter the Route Designation, which may result in an increase in the Route Designation surcharges billable to you. We will disclose the applicable fees that will be billable to you.

Credit of Cassette Cash

The Equipment will transmit the value of Cassette Cash based on a daily transmission as requested by you at a predetermined, agreed upon time. All Cassette Cash placed into the Equipment's bill acceptor(s) after the *transmission deadline of 10:15p.m. ET* will be included in the next Banking Day's transmission. The transmission value will be the amount of Currency which passed through the Equipment's bill acceptor since the last transmission. If you have chosen the *"pay for change order"* option, an additional, separate value (representing the change order amount) will be transmitted. You agree that we shall have full rights of ownership of all Cassette Cash at the time it is deposited into the Equipment. On each Banking Day, we will receive an end-of-day transmission reflecting the amount of Cassette Cash. The total amount of the Cassette Cash will be posted to your account on the Banking Day we receive the transmission. PNC will provide same Banking Day credit to your account in the amount of the transmitted deposit. If our physical count of the Cassette Cash varies from your count, or from the value set forth in the transmission, we reserve the right to credit or debit your account for the difference based upon our count. We will also make adjustments for any counterfeit funds deposited into the Equipment.

Content Reports

You agree to maintain copies of all Content Reports and end of day reports at the Pick Up Location for a period of not less than ninety (90) days.

Changes in Service Requirements

Pick up frequency may be adjusted from time to time as appropriate for the levels of Currency being inserted into the Equipment and if the Transportation Agent is able to support the request. Changes in the weekly service frequency may be requested once every six (6) months from the last time a change in weekly service frequency was approved. For changes in pick-up frequency, fees will be adjusted in accordance with our current rates to reflect the change in pick-up frequency. You shall be responsible for all expenses associated with the installation, de-installation, shipping and delivery of Equipment necessitated by a change in a Pick Up Location. All changes in service requirements, including any changes to the Pick Up Location, must be agreed to by us in writing.

Customer Support

We will provide customer support during normal business hours. Currently, customer support is provided between 5:00 a.m. CT and 12:00 a.m. CT, seven days a week, excluding federally recognized holidays. The hours and days of customer support may change without notice. Customer support shall include call center support for all safe hardware, software investigations, reconciliation and research issues. If required, on site arrival will be within 24 hours of our notification of a problem. You will have access to on-line web-based information regarding deposit activity originating from the Equipment.

Training

We will provide necessary training which will include on-screen and/or computer based training, user manuals, and on site technician training at the time of implementation.

Installation

You shall arrange for, and be solely responsible for all expenses associated with site preparation for installation of the Equipment. You must provide a secure location for the Equipment installation pursuant to our Documentation. We shall have final approval for the requested Pick Up Location. On the agreed upon delivery date, we will arrange for the Equipment to be delivered to and installed at the Pick Up Location during our normal business hours. You shall be solely responsible for payment of any expenses associated with shipping and installation of the Equipment, including repeat trips caused by the site not being prepared for installation.

You agree to reasonably cooperate and provide unimpeded access to the Equipment to facilitate its installation or during post-installation service or maintenance. The Equipment shall be used and operated by you only in the ordinary course of your business in accordance with all applicable instructions, governmental laws, rules and regulations. You shall make the Equipment available to us for inspection and/or servicing during our normal business hours at any Pick Up Location. The Equipment shall not be removed without our prior written consent.

Access

You agree that if we or the Transportation Agent are unable to obtain immediate access to the Equipment, we may charge you excess premises charges. You shall not permit any party other than the Transportation Agent or our personnel to service, repair or maintain the Equipment without our prior written consent. You shall not make any alterations, additions or improvements to the Equipment without our prior written consent.

Repair

We shall repair or replace the Equipment at no additional cost to you, except that you shall pay for repairs or replacement arising out of: (i) abuse and/or vandalism of the Equipment; (ii) incorrect or insufficient training by your employees or agents; (iii) utilization of the Equipment contrary to our instructions; (iv) damage caused by an event of Force Majeure; or (v) damage caused by your breach of this Agreement

Changes to U.S. Currency

In the event that the United States government issues a new Currency design which requires modification of the Equipment, we agree to modify the Equipment to accommodate the design change as part of the standard services provided.

Title, Ownership and Liens

The Equipment and the Cassette Cash shall at no time be considered your property. You shall have no right, title or interest therein except as specifically set forth in these Terms and Conditions. YOU SHALL NOT ASSIGN, LEASE OR TRANSFER ALL OR ANY PART OF THE EQUIPMENT OR YOUR RIGHTS OR OBLIGATIONS HEREUNDER. If we supply you with labels, plates or other markings evidencing ownership, security or other interest in the Equipment, you shall affix and keep the same displayed on the Equipment at all times. You shall, at your sole cost and expense, keep the Equipment and its contents free and clear of all liens, charges, debts, mortgages, pledges, security interests, claims and any other type of encumbrances, and shall not attempt in any other manner to dispose of the Equipment or its contents. You shall defend our rights and interests to the Equipment and its contents against such adverse claims. If you do not comply with your obligations under this Section (Title, Ownership and Liens), in the event that any third party claims title to or an interest in any of the Equipment or its contents, you agree to take all steps necessary, at your own cost and expense, (including taking appropriate legal action) to defend against such claim and, if applicable, obtain the Equipment and its contents and return it to us. You agree to notify us of any such third party claim and agree that we may participate at your expense in the defense of any such action or claim. If you are not successful in obtaining and returning such Equipment and its contents, you agree to pay us the value of the Equipment and in addition thereto, you shall pay us the value of the Cassette Cash, to the extent we have credited your account.

Risk of Loss

Upon delivery of the Equipment to you, you shall bear the entire risk of loss, damage, theft, or destruction of the Equipment or its contents, except those losses caused by reason of our negligence, and no such loss, damage, theft or destruction shall relieve you of your obligation to pay fees owing to us or to comply with any other provision hereof.

If the Equipment is lost, stolen, destroyed or irreparably damaged, you shall promptly contact PNC Treasury Management Client Care (TMCC). We will ascertain and communicate to you the remaining value of the Equipment to include the value of the Cassette Cash to the extent we have credited your Account for the value thereof. We shall have the right, at our option, to retake possession of damaged or destroyed Equipment ("Non-Operational Equipment"). We will bill your Account Analysis Account for the values indicated herein. Upon payment of the loss, you may elect, by written notice to us, to either terminate the remainder of the Equipment Term, or request replacement Equipment and continue the Equipment Term. You shall pay for the shipping and installation of any replacement Equipment.

Customer Insurance

You shall at all times prior to the return of the Equipment carry and maintain, at your sole cost and expense, (i) insurance against loss or damage to the Equipment and its contents from all risks and hazards, including by fire, theft, explosion, and water damage, and (ii) general comprehensive liability insurance coverage, pursuant to which we are named as an additional insured. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, you shall provide us with evidence of such insurance coverage. We shall be notified within thirty (30) days in the event that such insurance coverage shall be canceled, not renewed or substantially modified.

Bank Liability, Limitations and Exclusions

The Cassette Cash received by us shall match the amount shown on the Content Report, except to the extent of a discrepancy due to failure of the Equipment, a Shipment loss, or the detection of a counterfeit bill. In the event the Cassette Cash received by us or the amount of the credit to your account shall be in question, you shall inform us as soon as practicable and give written notice to us within two (2) Banking Days after any discrepancy is discovered by you. In no event will you provide notice of any losses more than forty-five (45) days after we receive the Cassette Cash. Unless notice is given by you within the time proscribed in this paragraph, any and all claims by you for such losses shall be deemed waived. No action, suit or other proceeding to recover for any such loss shall be brought against us unless (a) the above

notice has been given to us, and (b) such action, suit or proceeding is commenced within eighteen (18) months after our receipt of the Cassette Cash. You shall further provide all records available to establish the value of the Cassette Cash. In the event that a Content Report is not available, our count shall be binding and conclusive. In addition to the limitations on our liability stated elsewhere in this Agreement, our liability to you in connection with this Service shall in no instance exceed the amount of the Cassette Cash contained in the Equipment less the value of any counterfeit Currency.

Term and Termination

The term for each unit of Equipment, including any initial installation, replacement, or upgrade (the "Equipment Term") shall commence when the Equipment is installed; provided, however, a new Equipment Term shall not apply to a replacement for Non-Operational Equipment. The Equipment Term shall continue for an initial period ending on the first December 31 following five (5) years after the Equipment Term commencement date. Thereafter, the Equipment Term for each unit of Equipment shall automatically renew for successive one (1) year periods unless you or we give written notice of your or our intention not to renew no later than one hundred (100) days prior to the expiration of the then current Equipment Term.

Notwithstanding the above described Equipment Term, you shall be entitled to terminate the Equipment Term for the first unit of Equipment installed, or the first unit of Equipment installed within a multiple location installation, within sixty (60) days ("Opt-Out Period") after the successful completion of installation without penalty or further obligation, except for fees for the Service and actual use of Equipment and direct expenses associated with the removal and return of the Equipment. If you cancel an Equipment order prior to the Equipment being installed, you will pay us twelve (12) months of projected fees that would have been payable by you as specified in the Equipment order form. You may only use the Opt-Out Period one time.

We may terminate this Service, or cancel service at a specific Pick Up Location, immediately upon notice to you for the reasons as specifically enumerated in the Comprehensive Agreement. In addition to the termination rights set forth elsewhere in this Agreement, we reserve the right to terminate this Service, or an Equipment Term, immediately upon notice to you in the event the Equipment is tampered with or the integrity of the Equipment is otherwise jeopardized. If we terminate this Service or cancel service at a specific Pick Up Location for any reason other than at our convenience, in addition to any other remedies that may be available under this Agreement, you shall pay us the expenses associated with the removal and return of the Equipment and the fees that would be payable by you for the shorter of (a) the remaining Equipment Term relating to the applicable Pick Up Location(s), or (b) twelve (12) months.

If you terminate an Equipment Term prior to its expiration, other than as a result of our breach of our obligations hereunder, you shall pay us the expenses associated with the removal and return of the Equipment and the fees that would be payable by you for the shorter of (a) the remaining Equipment Term relating to the applicable Pick Up Location, or (b) twelve (12) months.

Upon the termination of a specific Pick Up Location, these terms and conditions shall remain in full force and effect to cover all remaining Pick Up Locations. Upon the termination of a Pick Up Location or this Service, you shall permit us or our Transportation Agent to obtain immediate possession of the Equipment. Repossession of the Equipment upon termination of a specific Pick Up Location or termination of this Service shall be at our expense except as otherwise provided herein. We shall not, bear any liability or expense for restoring the site of the Equipment to its original state.

M. RETURN CHECK MANAGEMENT SERVICE

Return Check Management Service ("**RCMS**") is an online tool that enables you to view, create, print, and export reports containing information about returned item transactions. It also provides the ability to obtain detailed information regarding returned checks. In addition, you can export reports containing information about re-clears or return item transactions and **RCK** items. Information can be stored for thirteen (13) months and we offer Direct File Transmission capabilities. **RCK** Entries are subject to the ACH Origination Terms and Conditions.

If you originate RCK Entries, each such Entry must relate to an eligible item as described in the NACHA Rules. In addition to any other warranties and obligations contained in the NACHA Rules or our Comprehensive Agreement with you, as to each RCK Entry, you make to us all of the warranties that we are required by the NACHA Rules to make as the Originating Depository Financial Institution.

RCK Eligibility Requirements

RCMS will systematically determine if RCK items meet all eligibility requirements as prescribed by the NACHA Rules. RCK items that do not meet these eligibility requirements may be re-presented via paper, if applicable. An RCK entry must relate to an item that:

- Indicates on the face of the document a return reason of Insufficient or Uncollected Funds.
- Contains a preprinted serial number.
- Is in an amount less than \$2,500.
- Is drawn on a consumer account.
- Is dated less than 180 days from the date the entry is transmitted to the RDFI.
- Is in U.S. Dollars.
- Has been previously presented no more than two times through the check collection system (as a physical item, Substitute Check or image) if the entry is an initial RCK Entry, or no more than one time through the check collection system and no more than one time as an RCK Entry if the entry is a reinitiated RCK Entry.

RCK Authorization

You must provide the consumer with clear and conspicuous notice of your check re-presentment entry policy at the time the original check is presented. The notice that you provide at the point-of-sale must be clearly displayed at the point-of-sale. If you send the consumer a bill, the notice that you provide must be clearly displayed on or with the billing statement.

Reconciliation

RCMS provides detailed web-based reporting at the account and location level for all returned checks re-presented via paper and RCK. Paper redeposits are re-presented immediately. Returned checks which are converted to RCK are debited to your account on the day the original check is returned. RCK transactions are batched and processed through the ACH network based on the effective date of the RCK items. Your account will be credited for the total of all RCK items according to the effective date and specified account.

IV. DISBURSEMENT SERVICES

A. INVOICE AUTOMATION

This Invoice Automation Service provides an accounts payable invoice automation process that enables you to centralize the receipt of invoices, convert paper invoices to electronic invoices, exchange invoice information electronically with your suppliers, identify and build business rules and approval workflows to streamline the processing of invoices, including general ledger coding and purchase order matching. Additional modules are available in the Invoice Automation portal for use in conjunction with automated invoice processing, and may result in additional charges:

- ❖ Supplier Portal: A secure website where suppliers log in to view their invoices and the status. Suppliers also have the capability to submit invoices electronically and manually via written forms.
- ❖ Contract module: A module for processing and managing contracts. It reminds users when contracts require management, what needs to be managed, and employs a set of rules and access control system, which determines how the contract will be managed.
- ❖ Buyer module: A module for creating requisitions and routing for approval, for the purpose of generating purchase orders to suppliers. Requisitions can be created via free-text, internal electronic catalogue, or external

punch-out catalogue. Goods or services may then be received against purchase orders in order to match to invoices.

- ❖ **Budget module:** A module for generating budget requests. In this module, budget requests are registered and managed in a flow. Budget requests pass through an approval flow where applicable, and are then used to check future purchases. Linkage with the Buyer module allows purchases to be made against a budget request to enforce greater control over established budgets.
- ❖ **Expense module:** A module for creating expense reports and processing for approval. Expense receipts are scanned or emailed into the Invoice Automation portal where they may be linked to transactions entered by users. Credit card transactions may also be imported.
- ❖ **Document Management module:** A module for importing or manually loading non-invoice documents, routing for approval if applicable, and storage.

AP Automation

You may elect to use this Service to transmit purchase order data to, and receive invoices from, your suppliers. You and your suppliers may share data using one or more of the methods agreed to by the Bank, including without limitation, email, direct supplier integration, paper invoices, and manually-entered data through a supplier portal or other approved method. By requesting this feature, you consent to the receipt and use (by both our service provider and us) of any confidential and non-public information about you or your suppliers. Neither our service provider nor we shall be responsible for any loss of confidentiality with respect to your account information that occurs before receipt of such information by our service provider or which arises due to the actions of the supplier or its data exchange provider.

If you elect to have suppliers send information about your account payables using the service, you must ensure that each supplier sends data that is compatible with our system. We cannot guarantee that the receipt or transmission of information will occur at any specified time during the Bank's Business Day. We are not responsible for any losses incurred due to delays in receiving or transmitting information. We shall not be in any way liable for any losses or damages you may incur from transmission or failure of transmission of information sent by the supplier. You also agree that we will not be liable in any way for any inaccuracies that may appear in the information sent by you or received from others.

Mail Receipt and Invoice Imaging

If desired, you will advise your suppliers to mail scannable paper invoices ("**Invoices**") to the address in the Documentation. We will pick up mail containing items at the U.S. Post Office from time to time in accordance with our regular mail collection schedules. We will open the envelopes and will remove their contents. Invoices contained in the envelopes will be reviewed and handled as follows:

Review of Items

Items will be reviewed to determine if the item is an Invoice or some other document.

Processing Procedures

Items found acceptable for Invoice processing will be converted to digitized images. After the data capture process, the electronic invoice is matched against your defined tables (e.g. purchase orders, vendor master contracts, business rules, etc.), which determine the appropriate workflow for the Invoice. Once approved the files will be sent as requested by you and agreed by us.

Image Delivery

We will make images of the items available to you through the Invoice Automation Portal. We will not be liable to you if an image is not legible. You will be responsible for reviewing the image to ensure that the information is legible, and notifying us when item needs to be corrected. We will destroy the original Invoices thirty (30) banking days after we receive them.

Mail Forwarding

All items not eligible for imaging or miscellaneous written communications will be forwarded to you for further inspection and/or review. These documents will be forwarded via first class mail unless otherwise specified. If overnight mailing is required, we request that you provide the name of your provider and account number to be charged for the service.

Image Storage

All images will be retained for seven years and will be available for viewing using the Invoice Automation portal. You may request additional image storage time. Longer image storage times are subject to our approval and may be subject to additional fees.

Email Receipt

If desired, you will advise your suppliers to email invoices ("Email Invoices") to the address in the Documentation. We will receive emails, detach files contained in emails, and route items through the data capture process for eventual entry into the Invoice Automation Portal. Automatic responses will be sent to suppliers, indicating success or failure of emailed files.

Availability of Invoice Automation

Access to the Invoice Automation portal shall be available 24 hours a day, seven days a week, though certain products available through Invoice Automation have different transaction processing windows.

Implementation

During the implementation process of Invoice Automation, two documents will be used to record the details of the implementation. We will use the **Statement of Work (SOW)** to govern the scope of the implementation. This document will define the services and functionality to be provided in association with Invoice Automation. As well, the SOW will define the responsibilities of each party; PNC and the customer. Additionally, the **Customer Specification Document (CSD)** will be used to define your specific requirements for processing invoices through Invoice Automation. Once an invoice is received in the Invoice Automation portal, it will be routed based on your specifications and exported for payment. Your acceptance of the Technology is dependent, in part, on the requirements defined in the CSD. Program changes requested by you following acceptance of the CSD are subject to our agreement and the payment of additional charges.

Termination of Services/Post-Contract Insourcing

During the life of this contract or, through the use of Invoice Automation beyond the current contract pricing term, you may terminate this agreement at any time upon providing written notice to the Bank. When notice of termination is provided, the following services are available, subject to fees:

- ❖ Invoices/data will no longer be introduced into the Application however, any data within will remain available and accessible for a period of six (6) months from the date on which notice was provided.
- ❖ PNC mail/email forwarding services may be utilized for invoices that PNC continues to receive on your behalf.
- ❖ Invoice records may be extracted from the Invoice Automation portal database by PNC and provided to the Client.

B. INVOICE AUTOMATION BASIC

This Invoice Automation Service provides an accounts payable invoice automation process that enables you to centralize the receipt of invoices, convert paper invoices to electronic invoices, identify and build business rules and approval workflows to streamline the processing of invoices, including general ledger coding.

Invoice Automation

You may elect to use this Service to receive invoices from, your suppliers. You and your suppliers may share data using one or more of the methods agreed to by the Bank, including without limitation direct upload, email, paper invoices. By requesting this feature, you consent to the receipt and use (by both our service provider and us) of any confidential and non-public information about you or your suppliers. Neither our service provider nor we shall be responsible for any loss of confidentiality with respect to your account information that occurs before receipt of such information by our service provider or which arises due to the actions of the supplier or its data exchange provider.

If you elect to have suppliers send information about your account payables using the service, you must ensure that each supplier sends data that is compatible with our system. We cannot guarantee that the receipt or transmission of information will occur at any specified time during the Bank's Business Day. We are not responsible for any losses incurred due to delays in receiving or transmitting information. We shall not be in any way liable for any losses or damages you may incur from transmission or failure of transmission of information sent by the supplier. You also agree that we will not be liable in any way for any inaccuracies that may appear in the information sent by you or received from others.

Mail Receipt and Invoice Imaging

If desired, you will advise your suppliers to mail scannable paper invoices ("Invoices") to the address in the Documentation. We will pick up mail containing items at the U.S. Post Office from time to time in accordance with our regular mail collection schedules. We will open the envelopes and will remove their contents. Invoices contained in the envelopes will be reviewed and handled as follows:

Review of Items

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Processing Procedures

Items found acceptable for Invoice processing will be converted to digitized images. After the data capture process, the electronic invoice is matched against your defined tables (e.g. purchase orders, vendor master contracts, business rules, etc.), which determine the appropriate workflow for the Invoice. Once approved the files will be sent as requested by you and agreed by us.

Image Delivery

We will make images of the items available to you through Invoice Automation. We will not be liable to you if an image is not legible. You will be responsible for reviewing the image to ensure that the information is legible, and notifying us when item needs to be corrected. We will destroy the original Invoices thirty (30) banking days after we receive them.

Mail forwarding

All items not eligible for imaging or miscellaneous written communications will be forwarded to you for further inspection and/or review. These documents will be forwarded via first class mail unless otherwise specified. If overnight mailing is required, we request that you provide the name of your provider and account number to be charged for the service.

Image Storage

All images will be retained for seven years and will be available for viewing using Invoice Automation.. You may request additional image storage time. Longer image storage times are subject to our approval and may be subject to additional fees.

Availability of Invoice Automation

Access to Invoice Automation shall be available 24 hours a day, seven days a week, though certain products available through Invoice Automation have different transaction processing windows.

C. ACCOUNT RECONCILEMENT SERVICE

This Service provides you with periodic reconciliation reports for your checking Accounts. You may select from two plans. In each case, when we say that we will make reports available to you, we mean that we will make them available to you within the stated number of days via PINACLE or other electronic means, or by mail. Under each Plan you will use Magnetic Ink Character Recognition ("**MICR**") encoded, consecutively-numbered checks printed in accordance with the applicable ANSI specifications.

Partial Reconciliation Plan: We will provide you with reconciliation reports of checks paid against your designated Accounts. Information in the reports will include check numbers, amounts, and dates paid. The reconciliation periods will correspond to the period covered by your Account statement. We will make the reports available to you within five (5) Banking Days after each statement cut-off date.

Full Reconciliation Plan: We will provide reports that will include your paid and outstanding check information including the related issue dates and dollar amounts. Prior to the delivery of the checks to their payees, you will provide us with all check serial numbers for, and the issue date and amount of each check issued during, each statement period and the serial numbers of any checks cancelled during the statement period. We will make the reports available to you within five (5) Banking Days after each statement cut-off date. Your failure to timely provide the noted check information will result in incomplete or delayed reporting for which we will have no liability.

D. AUTOMATED CLEARING HOUSE (ACH) ORIGATION SERVICE FOR ORIGINATORS AND THIRD PARTY SENDERS

The following provisions apply to all ACH Services that we may provide to you:

These Services enable you to send Instructions to us for the transfer of funds through the ACH Network. In doing so, you warrant to us that you will comply with and be bound by the NACHA Rules as in effect from time to time. You should obtain a copy of, and become familiar with, the NACHA Rules. Any warranties and indemnities that you give to us under the NACHA Rules are in addition to, and not in limitation of, the warranties and indemnities that you give under other sections of this Agreement. You acknowledge that you may not originate ACH Entries that violate the laws of the United States. You agree from time to time to provide us with any information we reasonably request to validate the nature and lawfulness of your business and you agree that, upon reasonable notice, we may audit your compliance with these terms and conditions, any applicable regulatory policies and guidelines, and the NACHA Rules, as applicable to your use of the Service. You agree to provide us with any documentation that we reasonably request to perform a review or audit and we may inspect your premises as we deem necessary within our sole discretion in order to determine your compliance.

Definitions

Capitalized terms used in these Terms and Conditions and not defined herein have the meanings defined in the NACHA Rules.

- "**Effective Entry Date**" means the Banking Day you specify in an Entry on which the Receiver's deposit account is to be credited or debited for the Entry.
- "**On Us Entry**" means a Credit Entry or a Debit Entry to an account of the Receiver at PNC Bank.
- "**Settlement Date**" means the date on which the ACH Operator transfers funds between the Originating Depository Financial Institution and the Receiving Depository Financial Institution. For an On Us Entry, the Settlement Date is the date on which we debit or credit the Receiver's account and your Account with us, respectively, for the amount of the Entry.

Originating Entries

You may originate Credit Entries or Debit Entries which conform to the format requirements of the NACHA Rules and which are received by us within the deadlines stated in the Documentation for your chosen method of origination (e.g.

Direct File Transmission, PINACLE). You must notify us in advance, and be approved by us, as part of the implementation process if you will be originating Same Day ACH Entries. Failure to do so will result in processing for the Settlement Date of the next Banking Day for your Entries that have an Effective Entry Date of the current Banking Day (other than On Us Entries). You must also notify us in advance, and be approved by us, before you originate Entries with the Standard Entry Class Codes of: WEB, TEL, POP, ARC, BOC, or IAT. Failure to do so will result in file suspension for transactions containing WEB, TEL, POP, ARC, BOC, or IAT Entries. The Documentation we provide to you at implementation (for your use of this Service) may also identify other restrictions on the types of ACH transactions that you may originate. Failure to comply with any noted restrictions will result in the rejection of restricted Entries, or the suspension or termination of ACH Origination Services.

We will process the transaction file containing your Entries, and transmit the Entries (other than On Us Entries) to the ACH Operators, within the applicable deadlines to meet the Effective Entry Date specified in the file, provided that we receive the file from you within the deadlines stated and the file meets all other requirements in the Documentation for this Service. A file transmitted to us electronically is considered to have been received by us when we have actually received the entire file and authenticated it according to the agreed upon Security Procedures. If we receive a file from you after the applicable deadline, we will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, we will not be liable to you or to any third party if settlement is not met. We will provide you with a list of days on which we do not process files and changes to the list as they occur. If an Entry is returned to us through the ACH Network, we will debit or credit your Account accordingly, and we will notify you no later than the next Banking Day after we have credited or debited your Account. Unless we agree to do so, we will have no obligation to retransmit a returned Entry unless the reason for the return was an error by us. Except in cases of such error, you must retransmit the Entry to us.

Settlement for Entries

You agree to maintain with us one or more designated demand deposit Accounts during the term of this Service (the **"Account" or "Accounts"**) for settlement purposes. Upon termination of this Service, you agree to keep available balances in the Accounts in such amount, and for such period of time, and to provide such security as we reasonably determine is necessary, to cover the potential return or reversal of Entries you have originated through us.

Credit Entries

We will charge your Account on the Settlement Date for the total amount of your Credit Entries. You agree to have on deposit in the Account(s) on the Settlement Date sufficient available funds to cover the total amount of your Credit Entries.

Debit Entries

We will credit your Account on the Settlement Date for funds we receive in settlement for your Debit Entries. These funds will be available to you on Settlement Date; however, if any Debit Entries are returned to us in accordance with the NACHA Rules, or if any Debit Entries originated by you were unauthorized, we reserve the right to charge the amount of such Debit Entries (plus any fees that the NACHA Rules require us to pay for such Debit Entries originated by you that were unauthorized) to the Account or to set off against your other account(s) or property in our possession in addition to such other rights as we may have at law or in equity.

ACH Entry Limits

We will establish separate limits (**"Limits"**) for your ACH Credit Entries and ACH Debit Entries that you may originate, subject to credit approval. The Limit for ACH Credit Entries is the maximum dollar amount of accumulated ACH Credit Entries for which we have not received final payment from you and which, subject to these terms and conditions, we will process for you. The Limit for ACH Debit Entries is the maximum dollar amount of accumulated ACH Debit Entries for which we have not received final payment from the Receiving Depository Financial Institution and which, subject to these terms and conditions, we will process for you. We may change your Limits at any time in our sole discretion. If we receive an ACH transaction file from you containing Entries which alone, or in combination with any other aggregated Entries, exceeds your Limit for that type of Entry, we may decline to process the ACH transaction file in our sole discretion. Our election to process any ACH transaction file which exceeds any of your Limits will not affect or limit our right to reject

any future ACH transaction file which exceeds your Limit at any time. We will not be liable for delaying or not processing an ACH file if such processing would cause your Limit to be exceeded.

You authorize us to obtain credit reports and other information about you and your business from time to time as we may determine in our sole discretion to be necessary or advisable to enable us to establish and review your Limits. You authorize those persons with whom you do or have done business to provide such information to us upon request. We reserve the right to require you to pre-fund your ACH Entries or we may implement other risk mitigation procedures for you at any time and from time to time. You will be notified in writing in advance of the implementation of a prefunding or other risk mitigation requirement. If you use our ACH Credit Express Service to originate ACH Credit Entries, you must have sufficient available funds in your Account to cover the total amount of your Credit Entries at the time we receive the Entries. We will debit your Account for the total amount of your Credit Entries when we receive the Entries.

Confirmation; Account Reconciliation

We will provide notice of all ACH Entries to your Accounts received or settled with us on your periodic Account statements. If you use our information or balance reporting services, you can also receive notice electronically or by such other method as we may make available from time to time.

Disclosure to NACHA

You agree that we may provide to NACHA such information about your business and your Entries as NACHA may request from time to time in accordance with the NACHA Rules, or if we have reasonable indications that your ACH activity may be harmful to the ACH Network and/or other ACH participants.

Your Representations and Warranties

You represent and warrant to us that for each ACH Entry you submit to us for processing: (i) you have obtained all authorizations from the Receiver which are required by the NACHA Rules, by Regulation E or other applicable law and these terms and conditions; (ii) such authorizations are still valid and have not been revoked by operation of law or otherwise; (iii) you will retain all such authorizations for a period of six (6) years after their termination or revocation, or for such longer period as may be required by the NACHA Rules or applicable law, and provide a copy to us upon request; (iv) each Entry has been submitted with your authorization and in accordance with these terms and conditions, including applicable Security Procedures; (v) each Entry is for an amount which, as of the applicable Settlement Date, will be due and owing, has been specified to be paid, or is a correction of a previously transmitted erroneous Entry; (vi) each Entry also conforms in all other respects to the NACHA Rules and applicable law; (vii) you are in compliance with all ordinances, statutes and regulations applicable to the conduct of your business; and (viii) all of your actions hereunder are performed in compliance with all applicable provisions of the NACHA Rules as they may be amended from time to time.

With regard to an International ACH Transaction ("**IAT Entry**"), you also represent and warrant to us that you have obtained such authorization for such IAT Entry as may be required by the laws or payment system rules of the receiving country. You accept the risks regarding cross-border IAT Entries, including that the application of foreign law and payment system rules to an IAT Entry may produce outcomes different from the outcomes that would result from handling of the same item under laws or payment system rules in the United States. Such potential differences include, but are not limited to, the following: (i) the time for return of cross-border items may be different; (ii) we may not be able to dishonor the return to us of an IAT Entry that you originated; (iii) cross-border items may not be reversible; (iv) IAT Entries to be settled on a foreign holiday may not settle on that date; the receiver may not receive credit on the settlement date and (v) special fees may apply. You are responsible for understanding the laws and rules applicable to cross-border payments in the applicable receiving country.

Third Party Senders

You must notify us in writing, and be approved by us, before you act as a "**Third Party Sender**". Generally, a Third Party Sender is someone that originates Entries through its Account with us for the purpose of effecting a payment between an Originator and the Receiver. Please refer to the NACHA Rules to determine if you are acting as a third party Sender. As a Third Party Sender, you are bound by these ACH Origination Service Terms and Conditions and you must ensure that you fulfill all of the responsibilities of a Third Party Sender under the NACHA Rules. You acknowledge and agree

that your clients are your clients only, and are not our clients or joint clients of you and us. If there is a third party or intermediate party between you and your client, then you must notify us and you must ensure that those parties are also bound to comply with the NACHA Rules. Upon request, you agree to provide us a list of your clients and other parties involved in your use of the ACH Service. You, your clients and any third parties involved in the ACH Service agree to follow our established procedures. At our sole discretion, we reserve the right not to provide the ACH Service or discontinue the provision of the ACH Service with respect to any of your clients. Notwithstanding any provision in any service agreement you may enter into with your clients, you hereby waive and release us from any and all claims or causes of action you may have against us arising from any such service agreement between you and your client. You have the sole responsibility to fulfill any compliance requirement or obligation that you may have with respect to your client and any third party involved in the ACH Service. Among other things, before originating Entries through us for an Originator, you must conduct **"know your customer"** due diligence and obtain and verify, at a minimum, the Originator's name, physical address, phone number and taxpayer identification number and verify that the Entries you will originate through us are for the Originator's lawful business activity. You agree to periodically audit and access such clients' and/or your Entries to determine your compliance with these terms and conditions, and to verify for us upon request the number of banks you use to originate Entries for your clients. You shall establish and maintain policies and procedures reasonably designed to comply with the laws on money laundering and terrorist financing, and the laws administered by the U.S. Treasury Department's Office of Foreign Assets Control (together, the **"AML Laws"**). At a minimum your program to comply with the AML Laws ("AML program") shall include the following elements: (i) written risk-based policies, procedures and internal controls, (ii) a designated compliance officer responsible for implementing the AML program, (iii) ongoing training for appropriate persons, and (iv) independent testing to monitor and maintain an adequate AML program. You agree to respond to reasonable inquiries from us regarding your implementation of your AML program and to provide us with such documentation of your compliance with this section as we may reasonably request. You shall make any changes to your compliance program that we request from time to time. You shall maintain all records relating to compliance with the AML Laws as prescribed by applicable law. You shall provide us with a copy of any records relating to your client immediately upon our reasonable request.

You represent and warrant that all clients for whom you originate ACH Entries through us have acknowledged in a written agreement with you that they may not originate Entries that violate the laws of the United States and that they will be bound by the NACHA Rules and have assumed the responsibilities of an Originator thereunder. Within two (2) Banking Days of our written or oral request, you must provide us with information that we reasonably request to comply with any laws, regulatory policies and guidelines and the NACHA Rules that relate to your use of this Service, which includes, without limitation, (i) information to identify the clients for which you are originating or intend to originate Entries including names, addresses, taxpayer identification numbers and business activities and (ii) information to complete any questionnaires or other documentation required by us in order for you to use this Service.

Termination

In addition to the termination provisions elsewhere in this Agreement, we reserve the right to suspend or terminate your ACH Origination Services, or any Originator associated with you as a Third Party Sender, immediately upon notice to you in the event of excessive rates of returns, as determined by us in our sole discretion, upon any breach associated with these Terms and Conditions, or for your non-compliance with the NACHA Rules.

E. ACH FRAUD PROTECTION SERVICE

ACH Positive Pay

ACH Positive Pay ("**APP**") is a fraud protection Service available through PINACLE which offers the ability to view, filter, and approve or return incoming Debit Entries to your accounts at PNC. When using the full capabilities of the Service, APP allows you to tell us which Debit Entries to allow to post to your PNC account and which Debit Entries to block and return. You may tell us which Debit Entries to block and return by establishing Payment Rules, as further described below, or through a decision made by one of your company's PINACLE Authorized Users. APP may not be used to block or return Excluded Items, as defined below. If you maintain more than one account with us, you do not need to select the same option for each account; however, an account can be set up for only one of the above Service options. If you

elect to use APP for reviewing and approving or returning Debit Entries or for reporting, you must also use PINACLE and comply with the Terms and Conditions for that Service.

APP and Payment Rule Authorization

The interactive features of APP give you the ability to automatically approve some incoming Debit Entries, while identifying other Debit Entries as suspect transactions (each a **"Suspect Entry"**). This is accomplished through the creation of Payment Rules. **"Payment Rules"** are criteria that you set against which each Debit Entry that is presented for posting to the specified Account is evaluated to determine whether the Debit Entry should be allowed to post to the Account automatically or whether it should be presented to you as a Suspect Entry. The Payment Rule criteria must include the Originating Company ID number, and can also include a dollar amount range, an expiration date, the frequency of the Debit Entry and the number of its occurrences. You may create Payment Rules within APP at any time. You may also create or change a Payment Rule within APP at the time a Suspect Entry is presented for decision. Any new Payment Rules, changes to existing Payment Rules or the deletion of existing Payment Rules will take effect for the Debit Entries presented on the next Banking Day, and require secondary approval from an Authorized User.

If a pending Debit Entry meets all of the criteria of your Payment Rules for your applicable Account, the Debit Entry will post to your Account on the Settlement Date. If a pending Debit Entry does not match all of the criteria of your Payment Rules for the account, or if no Payment Rules have been created, the incoming Debit Entry will be identified as a Suspect Entry and will be reported to you to approve or return the Suspect Entry via PINACLE. If you instruct us to return a Suspect Entry, or if you do not instruct us what to do by the applicable deadline and you have selected a 'Return' default instruction for Suspect Entries, we will return it and it will not post to your account. If you instruct us to pay a Suspect Entry, or if you do not instruct us what to do by the applicable deadline and you have selected a 'Pay' default instruction for Suspect Entries, we will post the Debit Entry to your account on the day the Suspect Entry is presented to you. If you fail to fund the account on the same Banking Day that we post a Debit Entry, we may return one or more of the Debit Entries.

You may contact us to change the default instruction on any of your Accounts. We will use reasonable efforts to implement your new default instruction within five (5) Banking Days of receiving all details required to carry out the request; however, you must check the Account Status Report within APP to verify that the default instruction has been changed.

Return reason code R29 (Corporate Customer Advises Not Authorized) is used for all returned Debit Entries.

Communication

If our primary means of communication with you is unavailable for any reason and we are not able to present a Suspect Entry, we will contact you to make alternative arrangements. If your primary means of communication with us is unavailable for any reason you must notify us immediately in order to make alternative arrangements. If we receive conflicting instructions from you, we may follow the most recent instruction received, or, at our option, we shall be entitled to return the Debit Entry, without liability, until the conflict is resolved to our satisfaction.

Limitation of Liability

In addition to the limitations of liability stated elsewhere in this Agreement, our liability to you in connection with this Service is limited as follows: We will pay or return Debit Entries and Suspect Entries in accordance with these Terms and Conditions, which shall be deemed to be the exercise by us of ordinary care, whether or not the Debit Entry or Suspect Entry has been actually authorized by you. If we pay a Debit Entry or Suspect Entry that should have been returned because of our failure to comply with these Terms and Conditions, then our liability shall be limited to the lesser of (a) the amount of said Debit Entry or Suspect Entry and (b) your actual, direct losses from such payment; provided that we will have no liability to you to the extent that such payment (i) results from your failure to exercise ordinary care or (ii) pays an obligation you owe to a third party or (iii) you otherwise receive a benefit from such payment. If we return a Debit Entry or Suspect Entry that should have been paid because of our failure to comply with these Terms and Conditions, our liability shall be limited to your actual, direct losses from such return; provided that we will have no liability to you if such Debit Entry or Suspect Entry was not authorized by you at the time of its origination, you did not have sufficient available

funds in your account to pay the Debit Entry or Suspect Entry, we are required by law to return the Debit Entry or Suspect Entry or we have a right to return the Debit Entry or Suspect Entry for any other reason under the terms of this Agreement.

ACH Debit Block

With ACH Debit Block, all Debit Entries are blocked from posting to your account, other than Excluded Items. ACH Debit Block does not allow you to review and approve or return Debit Entries or provide for Payment Rules. We will not accept telephone instructions to approve Debit Entries for payment when the account is set up with Debit Block and we shall not be liable for any Debit Entries that are returned and thus unpaid due to implementation of the Debit Block feature. APP may be used to view a report of returned Debit Entries, although the use of APP for reporting purposes is optional.

ACH Converted Check Entries

APP and Debit Block also allow you to establish a default instruction for converted check Entries. You can use either APP or Debit Block to screen converted check Entries (such as ARC, BOC, RCK, and POP standard entry class (SEC) codes), or you can have converted check Entries bypass APP or Debit Block to be screened through our Positive Pay Service for checks. Your default setting for screening or bypassing converted check Entries will be determined during implementation and can be changed by contacting your PNC representative. Your default setting for screening or bypassing converted check Entries cannot be changed by you within APP or within Debit Block reporting via APP. If you choose to monitor converted check Entries through our Positive Pay Service for checks, you must comply with the Terms and Conditions for that Service.

Excluded Items

APP and Debit Block cannot be used to monitor or block the following items ("**Excluded Items**"):

- Certain debits initiated by us including check printing fees and debits originated by your use of PNC tax payment services such as Tax Express.
- PNC ACH settlement Entries if you are originating ACH Entries. This would include ACH return settlement Entries.
- Reversing Entries received to correct erroneous Entries.

F. AUTOMATED CLEARING HOUSE (ACH) SERVICE WITH UNIVERSAL PAYMENT IDENTIFICATION CODE (UPIC)

This Service enables you to receive electronic payments through the ACH Network without revealing to your payers your Account number or our bank routing transit number, by providing to them instead a Universal Payment Identification Code ("**UPIC**") and Universal Routing and Transit Number ("**URT**"). Upon receipt of an ACH Credit Entry containing your UPIC (a "**UPIC Entry**"), our ACH Operator will convert the UPIC and URT to your Account number and our routing and transit number, respectively, and send the UPIC Entry to us for credit to your Account, in accordance with applicable NACHA Rules.

UPIC can be used for ACH Credit Entries only, and any related Return or Reversal request. Payers will not be able to use the UPIC and URT to initiate ACH Debit Entries from your UPIC Account.

You must give the correct UPIC and URT to your payers. Your UPIC will be considered to be your account number for purposes of the provisions of this Agreement and applicable law dealing with reliance by banks on account numbers in processing transactions. You agree that information related to a UPIC, including your name and account number, may be released to a party involved in the processing of UPIC Entries, if needed to resolve a dispute concerning an ACH Entry or UPIC Entry transmitted or settled through the ACH Network, and to our ACH Operator.

We may terminate your use of the UPIC at any time upon notice to you. In such event, you may elect to continue to receive payments by ACH by giving your actual PNC Bank account number and PNC Bank's routing transit number to your payers, or you may make alternate payment arrangements with them.

G. INTERNATIONAL LOW VALUE PAYMENTS (ILV)

This Service enables you to send Instructions to us for the transfer of funds via EFT networks outside of the U.S. ILV payments are non-urgent, low value payments in local currency to individuals and/or businesses with bank accounts outside of the U.S.

PINACLE Issuance of ILV Payment Instructions

You may use PINACLE to submit ILV payment instructions. To issue a payment by PINACLE, your Authorized Person shall follow the procedures in the Documentation (on-line or otherwise).

Secondary Authorization

Secondary authorization applies to certain ILV payments submitted via PINACLE. When applicable, it requires a second Authorized Person to verify and approve a payment instruction by PINACLE prior to its acceptance by us. Payment orders awaiting secondary (or tertiary) authorization, including without limitation future-dated payment orders, which have not been properly authorized by the cut-off time on the date the payment order is issued, will remain in PINACLE for your operator(s) to re-initiate on the next banking day.

Authorization to Charge

You authorize us to charge your designated Account(s) in the amount of the ILV payments upon execution (submission) of such ILV payments instructions. You agree to have in your Account(s), at the time of submitting the ILV payment instructions, sufficient available funds to cover the total amount of your ILV payment instructions. If the Account(s) contain insufficient available funds, we will cancel your payment instructions.

ILV Returns and Rejects

Should an ILV payment instruction not be able to be executed or posted to the receiver and as a result, the payments valued in foreign currency need to be converted back to U.S. dollars and credited back to your designated Account(s), the value calculated will use a rate that may have changed from the original receipt of the ILV payment instruction.

H. CASH CONCENTRATION SERVICE

This service enables you to collect or concentrate funds from your various bank accounts (including at other banks) and from your customers and other sources into your Account via Debit Entries. The ACH Origination Service Terms and Conditions apply to the ACH Entries originated using the Cash Concentration Service. If you use this Service to originate ACH Debit Entries to your customers' accounts, you must obtain proper authorization as required by the NACHA Rules.

Implementation Responsibilities:

- ❖ **Company Number** - We will assign a cash concentration company number to identify you in the system. The company number will be used as part of your system login along with other Codes. You will access the Web Site to set up and maintain location IDs and operator IDs, initiate entries, perform queries, and display or download reports. You will distribute the instructions for initiating entries to your Authorized Users.
- ❖ **Location ID** - You will establish a location ID for each bank account to be debited.
- ❖ **Operator ID** - You will establish one or more Operator IDs for each Location ID that you establish on the Service.
- ❖ **Method of Origination** - You will establish one or more of the following methods for each Operator ID to originate an Entry: (i) operator-assisted phone call; (ii) touch-tone phone; and (iii) or Internet.

Additional requirements are stated in the Documentation for this Service, including Web Site help screens.

Returned Items

We have the right to debit the Account for returned ACH Debit Entries. We will notify you of returned ACH Debit Entries and Notifications of Change by the available method that you select during the Service implementation process. It is your

responsibility to change your Cash Concentration entry instructions in the Service based on the Notification of Change message.

I. CONTROLLED DISBURSEMENT SERVICE

With this Service, we will provide to you each Banking Day, in accordance with your instructions, reporting through PINACLE setting forth your transactions that are to be posted to your designated Account with us.

You will use checks encoded with a unique transit routing number to enable us to identify them for inclusion in the daily notification. We will provide you with a check printer specification layout form to ensure that all checks are printed in accordance with applicable specifications. You will have in, or will deposit to, your designated Account sufficient available funds to cover the full amount of all checks and other debits that are cleared through or presented against it on a particular Banking Day by our close of business on that same Banking Day. Such deposits may be made by wire transfer or transfer from one of your other Accounts with us, or by whatever other means we agree on with you. If you fail to fund the Account on the same Banking Day we will not be obligated to create an overdraft and may return checks unpaid.

If you have Controlled Disbursement with Intraday Funding, then you will have one or more Controlled Disbursement Accounts and a Master Funding Account. Throughout the Banking Day, debits and credits in the Controlled Disbursement Accounts build to either a net debit or net credit balance. After the final Controlled Disbursement Account presentment, each Controlled Disbursement Account balance is automatically reviewed and returned to a zero balance by an internal debit or credit funds transfer, with an offsetting entry to the Master Funding Account. You shall fund the Master Funding Account no later than the end of the day we notify you to do so and in the amount of the checks to be paid. If you fail to so fund the Master Funding Account, we will not be obligated to create an overdraft and may return checks unpaid.

J. EDI SERVICES

This Service enables you to exchange remittance information electronically with your trading partners, either together with, or independently of, the associated payments. The associated payments are sent and received either by check (using our Integrated Payables Service), ACH, Card or Funds Transfer and will be subject to our terms and conditions for those Services.

You may send (**EDI Disbursements Service**) and receive (**EDI Receivables Services**) through us remittance information relating to your transactions with your trading partners in the format we have mutually agreed upon. You may request a change in the format in writing. We will evaluate your request and advise you whether the change has been approved and when it will become effective. We will translate your remittance information to and from the formats used by your trading partners. The formats to and from which we can translate your remittance information are stated in the Documentation. You are responsible for the selection and maintenance of the hardware, software or other technology you use to send and receive remittance information through us.

We will use reasonable measures to provide for the security of the transmissions we send on your behalf and you agree to comply with our Security Procedures in sending and receiving remittance information through us. You understand that we are not responsible for the security measures employed by your trading partners. Provided that we have used such reasonable measures, we will have no liability to you for any breach of security, inadvertent or otherwise.

We will send and receive remittance information in accordance with the deadlines stated in the Documentation. An EDI transmission is received by us when the transmission, including our agreed-upon Security Procedures, is completed. A transmission is received by you when we have completed the transmission in accordance with these terms and conditions. If we receive a transmission after the applicable deadline, it will be deemed to have been received by us on our next Banking Day.

You and your trading partners are responsible for the accuracy of the information you and they transmit to us. We will not be responsible for any delay, misdirection of or other error in a transmission caused by or based upon the information you or your trading partners provide to us.

This Service does not alter any obligation you may have to maintain records of your transactions with your trading partners.

EDI Services include the following requirements and features:

EDI Disbursements Services:

❖ **File processing**

- Each file sent to us must meet our requirements as specified in the Documentation.
- If we receive a file with file or transaction errors, we will make a reasonable attempt to notify your designated EDI company contacts for further instructions on the file. We shall not be obligated to process a file if there are errors with a file or transaction, or if we receive conflicting instructions from your designated contacts.

❖ **Cancellations**

- We shall have no obligation to cancel an EDI Disbursement payment except as may be provided in the terms and conditions applicable to the Card, ACH, Funds Transfer, and Integrated Payables Services. We shall not be liable for any failure to process the cancellation request.

❖ **Account Funding**

- You agree to have sufficient available funds in your Account by 5:00 p.m. ET each Banking Day to cover the amount of that Banking Day's EDI Disbursement payments. If you do not have sufficient available funds in the Settlement Account as stated above, we may refuse to process your file and some or all of your EDI Disbursement payments may not be processed.

EDI Receivables Services:

❖ **EDI Receivables Reporting**

- With this Service, we will provide reports of items received to your designated Accounts via the special reports module within PINACLE via PINACLE Fax, or e-mailed reports sent through secure e-mail. The types of transactions included within these reports may include ACH, Funds Transfers, Card and checks, as well as remittance information associated with the transactions. The types of transactions to be included in the reports may be designated by you during the implementation process.
- Reports will be made available to you at 9:00 a.m. ET and at 7:30 p.m. ET. You may elect to receive the reports at both times or at one of those times.

❖ **EDI Receivables Electronic File Service**

- With this Service, we will provide a file of items received to your designated Accounts via transmission. The types of transactions included within the file may include ACH, Funds Transfer, Card and checks, as well as remittance information associated with the transactions. The types of transactions to be included in the file may be designated by you during the implementation process.

EDI Electronic Account Analysis Service:

- ❖ EDI Electronic Account Analysis provides your account analysis statement data electronically via Direct File Transmission and/or a CD-ROM. We will create the Direct File Transmission and/or the CD-ROM at the first availability of your account analysis information. We will mail the CD-ROM via overnight mail delivery. We shall not be held responsible for any delays or loss of the mail containing the CD-ROM due to errors by the mail carrier or having been provided an invalid address, not having been provided with notification of a change of address, or not being provided sufficient lead time to make the appropriate change to address upon receipt of notification of change.

K. EPAYMENTS

This Service enables you to send us instructions to initiate electronic payments to recipients by using alias information, such as an email address, instead of bank account information. The recipient may accept and complete the initiated payment to receive funds for the payment. This Service also uses additional services offered by Bank.

Certain Definitions Applicable to the ePayments Service:

- **"Alias Information"** means an email address, and phone number and/or any other identifying information of the Recipient.
- **"Days to Expiration"** means the number of days after the Origination Date when the Recipient may accept the payment.
- **"Early Warning Network"** means the Early Warning, Zelle, and/or clearXchange Networks, and their network directories that permit payments and information to be transmitted among financial institutions that use such networks.
- **"Expiration Date"** is the last day when the Recipient may accept the payment. The Expiration Date is the Origination Date plus the Days to Expiration. The Expiration Date is also the last day when the Payee Approver can approve the initiation of the payment.
- **"Expired Payment"** means a payment that may not be accepted by the Recipient because the current day is after the Expiration Date.
- **"Future-Dated Payment"** means a payment with an Origination Date of the next business day or later.
- **"Origination Date"** means the first business day on which the Recipient will receive notification that they may accept the payment.
- **"Payee Approver"** means a person specified by you that must approve the initiation of the payment to the Recipient. The Payee Approver may not be the Recipient.
- **"Pending Payment"** means a payment you have initiated with an Origination Date of the current business day (or earlier) that the Recipient has yet to accept, and where the current business day is prior to or on the Expiration Date.
- **"Permissible Payment Method"** means a payment method that you may offer to the Recipient to receive the payment, including a payment via: ACH, RTP, prepaid card, check, debit card, or real-time payment on the Early Warning Network, and/or another payment method required or permitted by the Early Warning Network and/or us, subject to availability and requirements for each payment method.
- **"Recipient"** means the consumer payee in the U.S. over the age of 18, or a Small Business Customer who will receive the initiated payment. A Recipient must hold an account at a federally insured U.S. financial institution to receive an electronic payment to that account.
- **"Registered Recipient"** means a consumer payee that has registered to use the Early Warning Network, either through a financial institution that is participating in the Early Warning Network (in-network) or through the Early Warning website if the payee's financial institution is not participating in the Early Warning Network (out-of-network).
- **"Non-Registered Recipient"** means a Recipient that is not a Registered Recipient.
- **"Settlement Account"** means a DDA account number of your Bank account that will be debited for the payment.
- **"Small Business Customer"** means a privately owned corporation, partnership, or sole proprietorship that maintains a small business deposit account on a financial institution's retail banking platform.

Compliance with Applicable Laws, Regulations, and Rules

You acknowledge that this Service is subject to the Agreement, including the general and all separate terms and conditions applicable to each Permissible Payment Method. In the event of a conflict between these terms and conditions, and the terms and conditions applicable to a Permissible Payment Method, these terms and conditions shall control with respect to this Service.

You agree to comply with all applicable laws, regulations, and rules. You agree that you will not use this Service for any unlawful or unpermitted purpose. You agree that you will comply with the documentation we provide to you at implementation that will identify additional requirements for this Service. You may access this Service through PINACLE, API or by Direct File Transmission.

Reliance on Alias Information and Early Warning Network, and Information Provided by Recipient

You acknowledge that we and other financial institutions that use the Early Warning Network will rely on the Alias Information that you provide. We and other financial institutions may rely on the Alias Information without liability to you and without verifying the Alias Information even if the instruction also contains a name or other information that is inconsistent with the Alias Information. You agree to compensate us for any loss and expense incurred by us as a result of reliance on the Alias Information in executing or attempting to execute your instruction. This Service uses the Early Warning Network and may utilize another payment service based on your customization. You agree that we shall have no liability to you for any losses when we rely on information used by the Early Warning Network or other payment service, including any errors associated with: their network directories, or the bank account(s) or other information that may be linked to the Alias Information, including if the Recipient is not able to access or control the linked bank account(s).

You also agree that we shall have no liability to you for any losses when we rely on any information provided by your Recipient, including any errors or issues associated with: a routing or bank account number, debit card number, or any other information provided by the Recipient, including if the Recipient is not able to access or control the bank account number they provided.

Client Administration

As part of the implementation of this Service, you must provide (and maintain updated) information that we require, including, but not limited to: the identification of each Authorized Person that will use this Service and any limits that you specify on their activities; the types of Permissible Payment Methods; the treatment of Expired Payments; and other permitted customizations. The customization and availability of each Permissible Payment Method may vary based on the registration status of the Recipient and are subject to change at any time in our sole discretion.

❖ Instructions:

Each Instruction must include all required information to initiate the payment, including, but not limited to, the: full name of the Recipient, dollar amount, Alias Information, Permissible Payment Methods, Days to Expiration, Origination Date, and Settlement Account. You acknowledge that an instruction that does not meet all the required information may not be accepted for processing. You also acknowledge that we will not be responsible for detecting any errors or incomplete information in your instruction.

❖ Approval of Payment Initiation:

As an optional feature, you can require that a Payee Approver must approve the initiation of a payment to the Recipient. You must specify all required information, including to identify the Recipient and Payee Approver. The Payee Approver will receive a notification, and can either: 1) approve the initiation of the payment to the Recipient, and only the Recipient will receive the full proceeds of the payment; or alternatively 2) not approve the initiation of the payment.

If the Payee Approver approves the initiation of the payment by the Expiration Date, the payment will be initiated and the Recipient will receive notification of a Pending Payment. However, if the Payee Approver does not approve the initiation of the payment, or takes no action by the Expiration Date, then the payment will not be initiated, and next steps will be handled in accordance with your preferences.

You are responsible for the proper use of this approval feature. You agree to be solely responsible for any questions, disputes, or issues that arise, including with the Payee Approver and/or Recipient, in connection with this approval feature.

Recipient Notification

A Recipient will receive a notification from us when there is a Pending Payment for such Recipient, and such notification may be received on sources such as a computer, tablet, and/or smart phone. You agree that we can communicate with your Recipient, and your Recipient has consented to receiving communications associated with receiving payments and

related matters, in accordance with applicable law, including email messages, texts through the Text Platform (described below), and/or other communication methods.

A Registered Recipient will receive a notification, such as an email message, text message, and/or other communication method, from the Early Warning Network and/or the Recipient's financial institution when there is a Pending Payment for such Recipient.

These notifications include information from the memo field of a Pending Payment, and such information may be sent by communications that are not encrypted. If you provide information for the memo field, you are responsible for ensuring that you have the proper authority to do so, and you must be in compliance with all applicable laws, regulations, and rules, including with privacy, confidentiality, and data security.

Text Message Platform

You may send texts to your Recipient(s) through the text message platform with the program name, Pay Choice ("Text Platform") with this Service, and must meet our requirements, and all applicable laws, regulations, and rules. You agree that you (1) will not use the Text Platform to send a text with marketing purpose; (2) will only use the Text Platform to send texts with a non-marketing purpose to consumers with whom you have a business relationship and from whom you have obtained prior express consent as that term has been interpreted by the FCC and has obtained consent in a manner consistent with the [CTIA's Short Code Monitoring Handbook](#); (3) will not use the Text Platform to send texts to consumers who have revoked consent or from whom the appropriate consent has not been obtained; (4) will not use the Text Platform to send a text to a number that (a) has been reassigned to a consumer with whom you have no relationship or from whom you have not obtained prior express consent or (b) is not associated with the intended recipient (i.e., is a "wrong number"); (5) will validate that any number to which you send a text is a number associated with the intended recipient (i.e., the consumer with whom you have a relationship); (6) will only use the Text Platform to send texts that contain information requested or expected by the recipient and related to the business relationship between you and recipient; and (7) are the sender of the text (not PNC) and, as such, you agree that you will comply with all state and federal laws applicable to it as the sender of the text. The texts will have features that include: message frequency that may vary; help information with HELP; and cancellation of texts with STOP. You may send texts in accordance with your Website Terms and Conditions and Privacy Policy.

We have provided a sample consent template below to receive authorization (e.g., on your website) from your Recipient(s) to send and receive text messages, as a courtesy sample. You should not rely on this sample without your own legal review, guidance, and approval.

A sample customer agent script or written script for a Recipient to receive SMS text messages that will be informed of their Pending Payment is shown below, and Recipient must have a relationship with you for each Pending Payment:

"If you'd like to receive text notifications via SMS with information regarding your pending payment, you can provide your mobile number. Once you've received your confirmation, you can get help by texting HELP to 26489, or cancel text alerts by replying STOP to 26489. You can access our terms and conditions at <https://www.xxxx.com/terms-of-use/>, and our privacy policy at <https://www.xxxx.com/privacy-policy/>
Are you interested in getting the text notifications?"

In this sample, if your Recipient replies or checks "Yes", your customer agent will enter Recipient's information in your system and the Recipient will be subscribed to SMS text messages. If your Recipient replies "No", your customer agent will take no further action.

In addition to your other indemnification obligations under the Comprehensive Agreement, you agree to indemnify us against, and to release us from, any claim, loss, or liability in connection with the Text Platform and text messages.

Recipient Registration on Network

If the Recipient is a Non-Registered Recipient, the Recipient will receive information regarding registration, and alternatively, the Recipient may also remain a Non-Registered Recipient and receive funds for the payment.

Recipient Acceptance and Completion of Payment

The Recipient must accept the Pending Payment by the Expiration Date and complete the initiated payment when it selects a Permissible Payment Method to receive funds for the payment. To receive funds for the payment, the Recipient may need to provide additional information, such as a routing and bank account number, or debit card number. A Registered Recipient may also automatically accept a Pending Payment based on their preferences for future/recurring payments.

If the Recipient does not accept the Pending Payment by the Expiration Date, then the Pending Payment will be an Expired Payment and will be handled in accordance with your preferences.

Limits and Risk Management

We may impose certain limits for your instructions, including by dollar amount, number of or type of payee(s), and/or any other criteria in our sole discretion. We may impose additional limits depending on the Permissible Payment Methods you have offered and may implement other risk mitigation procedures for you at any time and from time to time.

Modification or Cancellation

You may not request to modify certain payment information on an instruction before we send the instruction to the Early Warning Network. After we send the instruction to the Early Warning Network, you may only submit a request to attempt to cancel the instruction only if the instruction is: a Pending Payment, or a Future-Dated Payment. Your request to modify or cancel an instruction must be delivered to us in accordance with the requirements specified by us.

You acknowledge that we shall have no obligation and no liability when we attempt to modify or cancel an instruction.

You agree once the Recipient has selected a Permissible Payment Method to receive the funds for the payment that: (i) you will not be able to cancel the payment; and (ii) you will not use another method outside of this Service to attempt to modify or cancel the payment.

Authorization to Charge

You authorize us to charge your Settlement Account(s) in the amount of the payment once the Recipient has accepted the Pending Payment and selected a Permissible Payment Method to receive the funds for the payment (based on the standard settlement processes for the selected payment method), or when we use another payment service to send the funds to the Recipient, such as to complete an Expired Payment. You agree to have in your Settlement Account(s) sufficient available funds to cover the total amount of the payments initiated through this Service. You also agree that we will not process any payment that will exceed the available funds, or any limits for your instructions, in your Settlement Account(s).

Waiver of Secondary Authorization for Certain PINACLE Instructions

Secondary authorization applies to PINACLE instructions for this Service. When applicable, it requires a second Authorized Person to verify and approve an instruction. We advise you to use secondary authorization for all instructions to us. You agree that if you decide to waive secondary authorization, and permit one Authorized Person to issue and approve certain PINACLE instructions, this change in security procedures is made at your request, for your own convenience for such instructions, and that secondary authorization provides an extra measure of security that will no longer be provided to you. You agree that the remaining security procedures are suitable and commercially reasonable for you for such instructions. Provided that we follow the security procedures in accepting your instructions, you will be bound by such instructions whether or not they are authorized. If you waive secondary authorization for certain instructions, we will not request secondary authorization for such instructions, regardless of the dollar amount of the payment. You are responsible for properly monitoring all authorizations for your instructions and payments activity.

White-Label Website Terms and Conditions, and Requirements

If you use a white-label configuration, ePayments requires that you post a Website Terms and Conditions on the website. We will provide the Payment Terms and Conditions on the website. You may also post a Privacy Policy on the website.

PNC has provided you with a sample Website Terms and Conditions document. You understand and agree that this sample is being provided as a courtesy sample, only, and does not reflect legal review or approval. PNC makes no representations, warranties, or commitments that the sample Website Terms and Conditions provided are appropriate for use by you or comply with laws applicable to you. You should not rely on this sample document without your own legal review, guidance, and approval.

You must include in the Website Terms and Conditions all the sections marked as "Required" from the sample without any changes to such sections. You agree not to include any reference identifying PNC within your Website Terms and Conditions or Privacy Policy statement, including any reference to PNC's name, address, logo, or other PNC identifying information. You also agree not to express or imply any obligations or liabilities of PNC within your Website Terms and Conditions or Privacy Policy statement.

You will be required to submit the text of your Website Terms and Conditions to PNC, in writing. If you want to post a Privacy Policy, you are also required to submit that text to PNC, in writing. Neither providing these materials to PNC nor PNC's posting of such materials shall constitute PNC's approval thereof. PNC will not be responsible for monitoring or enforcing the provisions set forth in the posted Website Terms and Conditions or Privacy Policy. Any such monitoring or enforcement efforts shall remain solely your responsibility.

L. CONSOLIDATED PAYABLES (INTEGRATED PAYABLES)

This Service permits you to instruct us to process your payments to your trading partners by check, ACH, wire transfer or Card Services via Direct File Transmission, file upload to PINACLE or such other means as we may approve from time to time.

Certain Definitions Applicable to our Integrated Payables Service:

- ❖ **"Card"** means the 10 or more cards, which may or may not include physical plastic cards, issued by us in order for you to obtain purchasing card services under our Visa Purchasing Card Agreement, Visa Commercial Card Agreement (Direct or Contingent), ActivePay® Payables Card Agreement, or any other agreement, as amended from time to time.
- ❖ **"Check"** means a check printed and mailed by us on your behalf.
- ❖ **"Check Register"** means a register, setting forth with respect to all Integrated Payables Checks issued on the date of such register, the date of issue, check number, PNC-assigned identification number, payee, and amount.
- ❖ **"Confirmation"** means the verification by us, by means of the procedure specified in the Section hereof entitled "File Processing", that each File is your authorized instruction.
- ❖ **"Disbursement Account"** means the account on which Integrated Payables Checks will be drawn and/or from which ACH Entries and Wires will be initiated.
- ❖ **"File"** means the EDI 820 or Bank flat file formats used as the vehicle to send Integrated Payables Payment instructions and remittance information to us, and includes information on Manual Checks with instructions for stop payments, issue only and voids.
- ❖ **"Issue File"** means the file containing the check number, dollar amount, payee and account number of Integrated Payables Checks used to update our records or the records of another bank holding the Disbursement Account to assist in detecting exception items as Integrated Payables Checks are presented for payment.
- ❖ **"Manual Check"** means a check written and issued by you on your own behalf.
- ❖ **"Integrated Payables Checks"** means Checks and Manual Checks.
- ❖ **"Reject Register"** means a register, setting forth with respect to each item in a File which we are unable to process, details of such item and the reason that we are unable to process such item.
- ❖ **"Wire Transfer"** means a payment initiated through the Federal Reserve Fedwire Funds Transfer System.

General Specifications:

Prior to using the Services, you will specify to us the following:

- ❖ The intended disbursement banks and Disbursement Account numbers. You may specify any U.S. domestic and Canadian financial institutions.
- ❖ Your name, address, and logo, if required, to appear on the Checks.
- ❖ The maximum amount, if any, of any single Integrated Payables Payment.
- ❖ The method to be employed for mailing Checks (e.g., overnight mail, U.S. mail, or group mail).
- ❖ The identification of each Authorized Person and evidence of the authority of such Authorized Persons to execute this Agreement and act for and on behalf of you hereunder. The facsimile signature of one or two Authorized Persons, as designated by you, will appear as the signatory or joint signatories on each Integrated Payables Check.
- ❖ The format of the File which will be used by you to communicate your instructions to us to issue Integrated Payables Payments and whether Files will be encrypted or authenticated. You agree to comply with our specifications for such communications.
- ❖ The proposed transmission schedule of Files. Any change to the foregoing shall be communicated in writing to us by an Authorized Person, at least 5 days prior to the intended effective date of the change.

File Transmission:

To initiate use of the Services from time to time, you will transmit to us a File containing the following data:

- ❖ With respect to each Integrated Payables Check listed in such File: (i) the Payee's name and address; (ii) the amount of the check in dollars and cents; (iii) the date of intended mailing; and (iv) the check number, if assigned by you.
- ❖ With respect to each Card, Wire or ACH payment included in the File, the information required by the separate terms and conditions for our Card, Funds Transfer Service and for our ACH Service between you and us and any other information required by the File layout and specifications.
- ❖ Your name and the Services account identification number assigned to you by us.
- ❖ The total number of payees and the total amount instructed to be paid to such payees in such File

File Processing:

Each File received with valid Confirmation by us prior to the applicable cutoff time, in effect from time to time, on any Business Day will be processed by us on such Business Day. (Any File received by us after the applicable cutoff time will be processed by us the following Business Day.) We will:

- ❖ Obtain Confirmation from an Authorized Person of the authenticity of the File using the Security Procedure you have selected.
- ❖ Initiate each Integrated Payables payment in accordance with the instructions contained in the File and in the case of Checks, mail Checks to the applicable payees within 24 hours of the dates specified in such File up to the date which is 365 calendar days from the date we receive such File. Any remittance data contained in such File will be sent with the Integrated Payables Payment to which it relates.
- ❖ Provide an Issue File for use by each applicable disbursement bank as mutually agreed.
- ❖ Provide a Check Register to you.
- ❖ If applicable, provide a Reject Register to you.

Cancellations

You may cancel any instruction to process an Integrated Payables Check, provided that such instruction to cancel is delivered to us by an Authorized Person either in writing, by telephone at the number we designate from time to time, or via PINACLE, not less than two (2) Banking Days prior to the date we were instructed to initiate such Integrated Payables Check. If the cancellation instruction is not timely received by us, we shall have no obligation to cancel the Integrated Payables Check. You can only attempt to cancel Integrated Payables Checks and you cannot amend or modify any Integrated Payables Check instruction. We shall have no obligation to amend or cancel a Card, Wire or ACH Integrated Payables Payment except as may be provided in the terms and conditions applicable to the Card, ACH or Funds Transfer Services.

File Errors

You acknowledge that we will not be responsible for detecting any error in any File such as, but not limited to, duplicate Payments. In the event that any File contains an error, whether in the amount of an Integrated Payables Payment, payee, disbursing bank, date of payment or otherwise, you shall be solely responsible for taking any action to correct such error.

M. POSITIVE PAY FOR CHECKS

This Service is intended to assist you in preventing the payment of unauthorized checks from your Account. There are two (2) versions of this Service; *Positive Pay* and *Reverse Positive Pay*. Both versions are described below.

(1) Positive Pay:

On each Banking Day (or periodically, as you may determine) before 4:00 p.m. ET you will provide us with the issue date, serial number and amount of each check written against your designated Account ("**Issue Data**"). You will electronically transmit the Issue Data to us using any Security Procedures we have provided. If we do not receive your Issue Data by the time stated herein, checks presented against your designated Account may be paid before we can compare such checks to your Issue Data.

We will maintain a database of your Issue Data in order to do an automated comparison to your checks. We will pay all checks presented against your designated Account in which the serial number and amount of each presented check matches the information for that check in your Issue Data. If any presented check fails to match the applicable information in your Issue Data ("**Exception Check**"), we will make available to your Authorized Person data and images of that Exception Check via our PINACLE Service. The images will be copies of the front and back of each Exception Check. Your Authorized Person must instruct us via our PINACLE Service by 3:00 p.m. ET on the same Banking Day, either to return or pay each Exception Check, if such instructions are different from your default instructions. If your Authorized Person does not instruct us by 3:00 p.m. ET on the same Banking Day we provide the Exception Check data and images, we will process each Exception Check in accordance with your default instructions indicated in the Documentation. The default instructions are to either: (i) pay all Exception Checks; or (ii) return all Exception Checks. If we are unable to compare your presented checks to your Issue Data because of your failure to send us your Issue Data in compliance with the Comprehensive Agreement and Documentation, then we may suspend the matching of your presented checks with your Issue Data or terminate the Service upon prior notice to you.

❖ Payee Positive Pay

With this Service, you can elect to have us compare the payee information that you provide to us with the payee information on the check, in addition to the serial number and amount, prior to the payment of any checks presented against your designated Account. We will still compare the presented checks with your Issue Data as described above, but your Issue Data must include the payee information in accordance with the formats defined by us. With this option, we will compare the payee name that should appear on the check as indicated in your Issue Data, with the payee name that appears on the check presented for payment against your designated Account. If either the payee information or the serial number and amount do not match, then the presented check will be an Exception Check and we will make available to your Authorized Person data and images of that Exception Check via our PINACLE Service. If you select this payee option, you are still obligated to review the Exception Check data and images, send your Issue Data in compliance with the Documentation, and provide timely instructions to us on whether to pay or return any Exception Checks as indicated above, if those instructions are different from your default instructions. Failure to provide timely instructions as indicated above will result in the payment or return of the Exception Checks, in accordance with your default instructions.

❖ Teller Positive Pay

With this Service, you may also elect to use our teller positive pay, which allows our tellers to compare checks presented for encashment against your designated Account with your Issue Data. With this option, our tellers will only check the serial numbers and amounts of the presented checks and, if provided by you, the first forty (40) characters of the payee line of the check. If this specific information on a check presented to one of our tellers does not match the information

provided in your Issue Data (excluding the issue date), you will not have the opportunity to review the check and we will decline to cash the check, even if your default instruction is otherwise to pay all Exception Checks.

❖ **Point of Sale Positive Pay**

With this Service, you may also elect to use our point of sale positive pay feature which allows our third party vendor to compare checks, as presented by your payees at participating retailers for encashment, against your designated Account with your Issue Data. You may submit your Issue Data via a direct transmission or via PINACLE. With this option, our third party vendor will check only the serial numbers and amounts of presented checks and, if provided by you, the last four digits of your payees' social security numbers. If this specific information on a check presented to a participating retailer does not match the information provided in your Issue Data (excluding the issue date), the participating retailer may reject your check for encashment. You will not have the opportunity to review the check and the check may not be cashed, even if your default instruction is otherwise to pay all Exception Checks. In order for your Issue Data to be available for matching when a check is presented for encashment at a participating retailer, you must send your Issue Data to us by 4:00 p.m. ET three Banking Days prior to the date of such presentment. We shall have no duty to notify you in advance or otherwise seek your consent to disclosure with regard to individual file disclosure reports under the Fair Credit Reporting Act or disclosure in response to legal process for payee information.

(2) Reverse Positive Pay:

On each Banking Day (or periodically, as you may determine) before 8:00 a.m. ET we will electronically send you a report of checks presented against your designated Account. This report will include the presentment date, serial number and encoded amount for each check that is presented against your designated Account ("**Presentment Data Report**"). Upon your receipt of the Presentment Data Report, you will compare the information in the Presentment Data Report with your records. If any check does not match your records, your Authorized Person will instruct our Account Reconciliation Department via the PINACLE Reverse Positive Pay module by 2:00 p.m. ET, on the same Banking Day you receive the Presentment Data Report, to return the check. If your Authorized Person does not contact us by the time stated herein, any check presented for payment which does not match the information in the Presentment Data Report will be paid.

❖ **Limitation of Liability**

In addition to limitations of liability included elsewhere in this Agreement, our liability to you is limited to our failure to use ordinary care that results in the following: (A) with Positive Pay, (i) payment of any presented check, excluding an Exception Check, when such payment results solely from our error in matching such check with the information in your Issue Data, (ii) failure to pay or return an Exception Check in accordance with your instructions, (iii) failure to comply with your default instructions for an Exception Check, (iv) in the case of Point of Sale Positive Pay, our failure to correctly match the information on a check presented to a participating retailer for encashment with the Issue Data you submitted to us in a timely fashion, as stated above, for that check; or (B) with Reverse Positive Pay, (v) failure to provide you with the required information for each check in the Presentment Data Report provided that the payment of said check resulted solely from such failure, or (vi) failure to follow your instructions to return a check. With both systems, we will pay or return checks in accordance with these Terms and Conditions, which shall be deemed to be the exercise of ordinary care by us, whether or not the check is otherwise properly payable. If we pay a check that should have been returned because of our failure to comply with these Terms and Conditions, then our monetary liability shall be limited to the lesser of (x) the amount of said check and (y) your actual, direct losses from such payment; provided that, we will have no liability to you to the extent such payment results from your failure to exercise ordinary care or pays an obligation you owe to a third party. If we return a check that should have been paid because of our failure to comply with these Terms and Conditions, our monetary liability shall be limited to your actual, direct losses; provided that, we will have no liability to you if such check was not properly payable, you did not have sufficient available funds in your Account to pay the check or we are required to return the check because of legal process. We may, but shall not be obligated to, manually inspect a check or otherwise determine if it is properly payable before paying or returning it, but we shall have no liability to you if we do not manually inspect any check.

N. FUNDS TRANSFER

This Service enables you to send Instructions to us for the transfer of funds via wire transfer.

Authorizations

We will from time to time accept payment orders from your Authorized Persons to transfer funds from your accounts specified in the Documentation ("**Specified Accounts**") to other accounts with us or to accounts at other banks. If authorized by you, we will also initiate draw-down requests ("**reverse payment orders**") to other banks, or honor incoming reverse payment orders from other banks, involving your Specified Accounts. We will also credit your Specified Accounts or other accounts designated by you with the amount of incoming payment orders we receive from time to time. A payment order shall not be considered received by us until we have performed all verification procedures set forth in this Agreement. Some payments credited to you are provisional until we receive final settlement. If we do not receive final settlement, we will debit your Specified Account or any of your other accounts with us for the amount of the payment.

Payment Orders

Your Authorized Persons may issue Payment Orders to us to transfer funds from your Specified Accounts to any other account with us or to an account at another bank in accordance with these Terms and Conditions. Payment Orders will be received and processed during the normal business hours (as specified in the Documentation). We strongly recommend that you issue payment orders by PINACLE, or other electronic means we agree that you may use, or directly to our Funds Transfer department by telephone.

Issuing and Executing Payment Orders

We will only execute payment orders if the individual(s) issuing the orders provide the authentication protocols (including password(s), PIN(s), token(s) or other security code(s)) and other information as required by us. In executing any payment order, PNC may select any funds transfer system at our discretion. We may include in our outgoing Payment Orders all information required by applicable law, regulation or fund transfer system rule, or which we believe is reasonably necessary to facilitate execution of the Payment Order. We will execute all properly authorized Payment Orders on the date received, or, for future-dated transfers, on the date requested, provided that such Payment Orders are received by us prior to the deadline specified in the Documentation and provided that such date is a funds-transfer business date for us, for the funds-transfer system selected by us, and for the receiving bank. We assume no responsibility to monitor, audit or report to you any information contained within the message text of any Payment Order. To issue any of the following Payment Orders, your Authorized Person(s) shall follow the applicable procedures specified in the documentation.

For an outgoing Payment Order for a Funds Transfer, you agree that if the Payment Order does not meet the cutoff time for same day settlement, you authorize us to cancel the Payment Order and use the information from the Payment Order to replace the Payment Order with an instruction for a Real Time Payment (RTP Payment) to your payee's account, provided that such account is eligible to receive the RTP Payment, and the RTP Payment meets the requirements of the RTP Service. If the outgoing Payment Order for a Funds Transfer does not meet the eligibility criteria for an RTP Payment, we will continue to process the outgoing Payment Order for a Funds Transfer after the cutoff time as a Funds Transfer to be delivered the next business day.

Payment Order Amendments

Limited changes to successfully submitted telephonic Payment Orders, including, but not limited to, the ability to request amendments, cancellations, recalls, returns and reversals may be requested by a single Authorized User who completes standard identity authentication protocols via the telephonic channel. By giving Authorized Users access to initiate and/or approve telephonic Payment Orders, you acknowledge that you are granting them authority to independently request these types of changes. All Payment Order change requests submitted telephonically are subject to our review and approval.

Repetitive Payment Orders

Upon request, we will assign a unique number to each **"Repetitive Payment Order"** (i.e., Payment Order made routinely in which the date, the dollar amount and the message text may change but all other instructions remain constant). Instructions for Repetitive Payment Orders must be specified by you in the Documentation. We shall not be required to verify any such Repetitive Payment Order by callback to you.

Non-Repetitive Payment Orders

A **"Non-Repetitive Payment Order"** is any payment order to debit any Specified Account, other than a Repetitive Payment Order. For Non-Repetitive payment orders we may call back a person in the Documentation who is authorized to authenticate your Payment Orders. If we are unable to obtain an authentication, we may decline to execute the Payment Order or delay its execution pending authentication.

PINACLE/BatchWire Issuance of Payment Orders

You may use PINACLE or a Direct File Transmission to issue payment orders. To issue a payment order by PINACLE, your Authorized Person shall follow the procedures in the Documentation (on-line or otherwise). To issue a Payment Order by Direct File Transmission, your Authorized Person shall follow the procedures specified in the Documentation.

Secondary Authorization

Secondary authorization applies to certain Payment Orders issued via PINACLE. When applicable, it requires a second Authorized Person to verify and approve a Payment Order by PINACLE prior to its acceptance by us. Payment orders awaiting secondary (or tertiary) authorization, including without limitation future-dated payment orders, which have not been properly authorized by the cut-off time on the date the payment order is issued, may be canceled without further notice to you.

Transmission Requirements

You are responsible for providing and maintaining in good working order all hardware, software and communication lines under your control. You are responsible for the accuracy and completeness of any data transmitted to us through PINACLE or Direct File Transmission. You will notify us immediately if there is a problem with issuing payment orders by PINACLE or Direct File Transmission. In the event payment orders cannot be issued by PINACLE or Direct File Transmission, you may issue payment orders by telephone in accordance with the other terms and conditions of this Agreement.

Future-dated Payment Orders (Transfers)

You may issue future-dated Payment Orders, as described in the Documentation. Subject to the provisions on Cancellation or Amendment stated elsewhere in this Agreement, you may cancel a future dated Payment Order prior to the date for which it is scheduled to be executed.

Authorization to Charge

You authorize us to charge your designated Account(s) in the amount of the Payment Orders upon execution of such Payment Orders. You agree to have in your Account(s), on the day we execute the Payment Order(s), sufficient available funds to cover the total amount of your Payment Orders. If the Account(s) contain insufficient available funds, and unless other arrangements satisfactory to us are made, we may but shall not be obligated to charge any of your other account(s) with us. This authorization includes the right to charge any investments which are linked to such Account(s) or accounts(s).

Incoming Payment Orders

Our receipt of your incoming Payment Orders shall be subject to applicable law and the terms of our agreement with you for your deposit account(s), which we have provided to you separately.

SWIFT Multibank Transfer Requests

SWIFT is a cooperative society of worldwide financial institutions providing a secure messaging system. If you request and we agree, you may initiate Instructions to and from your eligible multibank accounts and to third parties from eligible multibank accounts electronically via SWIFT messages through PINACLE.

You irrevocably authorize us to rely upon and send any Instruction received by us from you to the designated receiving bank, including Instructions authorizing the receiving bank to debit and/or credit the account(s) specified in the SWIFT message. By initiating a SWIFT message using this Service, you represent and warrant to us that you have obtained the authorization from the account owner to debit or credit the account indicated in the Instruction. It is your responsibility to properly complete, maintain and monitor all authorizations and payment Instructions, including repetitive Instructions. We have no responsibility or liability to you or any person for errors or delays resulting from incomplete or incorrect information provided by you in any Instruction. We further assume no responsibility or liability for any acts of the receiving bank, the beneficiary bank or any intermediary bank involved in the transfer Instruction you request. Please note that any rejected Instruction shall be converted back into the account currency at the rate effective on the day funds are returned. You acknowledge that you take all risk of loss due to a change in the foreign currency exchange rate since the original execution date of the Instruction.

Other banks in the transfer or payment process may charge fees for processing the Instruction, which could reduce the face value of the amount transferred. You agree that we may perform the foreign exchange transaction for you, or a bank that we designate may provide this function. You agree that we may deliver your payment order in the currency of the beneficiary bank.

O. REAL TIME PAYMENTS (RTP)

This Service enables you to send Instructions to us for the transfer of funds via a real-time payment through The Clearing House (TCH) RTP® Network, and provides additional related capabilities.

Certain Definitions Applicable to the RTP Service:

- **"Future-Dated Transfer"** means an RTP Payment that is scheduled to be made on a RTP Day that is after the current RTP Day.
- **"Money Transmission Transaction (MTT)"** means a transaction or series of transactions in which a Person serves as an intermediary in the transmission of funds or the value of funds between other Persons.
- **"Payment Service Provider (PSP)"** means a Sender that regularly conducts MTTs for Persons that are not corporate affiliates of the Sender, when such transactions do not effectuate or are not integral and necessary to any service, sale, or purpose (other than the MTT itself) between the Sender and the Person for whom the transaction is conducted. A Sender regularly conducts such MTTs if it typically sends such transactions on a weekly or more frequent basis. However, a Sender may also regularly conduct MTTs if it sends such transactions on less than a weekly basis, depending upon the facts and circumstances of the activity. You agree that you will not regularly conduct MTTs when you use the RTP Service.
- **"Person"** means any natural person or corporation, partnership, sole proprietorship, joint venture, or other form of entity or organization.
- **"Receiver"** means the person that will receive an RTP Payment through the Receiving Financial Institution.
- **"Receiving Financial Institution"** means the financial institution that holds the Receiver's Account and that receives an RTP Payment, and utilizes the TCH RTP Network.
- **"Request for Information"** means a message a Receiver can request that the Receiving Financial Institution submit to the TCH RTP Network to request additional information from the Sender in connection with an RTP Payment.
- **"Request for Payment"** means a message that a Sender can request to submit to the TCH RTP Network to request an RTP Payment from another person.
- **"Request for Return of Funds"** means a message that you may request that we submit to the TCH RTP Network to request the return of funds related to a RTP Payment.
- **"RTP Payment"** means a real-time payment made through the TCH RTP Network, or internal book transfer (when both the Sender and Receiver have accounts at PNC Bank).

- **"RTP Day"** means the calendar day in which a RTP Payment is made, beginning at 12:00 a.m. ET and ending at 11:59:59 p.m. ET.
- **"Sender"** means the entity that will send a payment instruction for an RTP Payment. You will be the Sender for this Service.
- **"Sending Financial Institution"** means the financial institution that holds the Sender's Account and that initiates a RTP Payment, and utilizes the TCH RTP Network. We will be the Sending Financial Institution for this Service.
- **"Specified Account"** means a DDA account number of your bank account that will be debited for the payment of your obligations to us for this Service.
- **"TCH RTP Network"** means The Clearing House's Real Time Payments Network or System, which enables financial institutions to send and receive RTP Payments, messages, and other information.

Compliance

You acknowledge that this Service is subject to the Agreement, and all its applicable terms and conditions. In the event of a conflict between these terms and conditions, and the terms and conditions in the Agreement, these terms and conditions shall control with respect to this Service.

You agree to comply with all applicable laws, regulations, and rules and that you will not use this Service for any unlawful or unpermitted purpose. You agree that you will comply with the Documentation we provide to you at implementation that will identify additional requirements for this Service.

The rules that govern the TCH RTP Network apply to RTP Payments. RTP Payments should be used only by Persons that are residents or otherwise domiciled in the U.S., and their accounts located in the U.S. You agree to not effectuate or send a RTP Payment on behalf of any Person that is not a resident or otherwise domiciled in the U.S.

You agree to not effectuate or send instructions for any RTP Payments (including MTTs) that result in you as the Sender meeting the definition of a PSP.

Reliance on TCH RTP Network

This Service relies on the TCH RTP Network. You agree that we shall have no liability to you in connection with any action, delay, performance, or failure to perform, of the TCH RTP Network or other technology, provider, or other financial institution used in connection with this Service. We and the TCH RTP Network may monitor RTP Payments in accordance with TCH's operating rules and standards, and may reject an RTP Payment that does not meet such rules or standards.

Client Administration

As part of the implementation of this Service, you must provide (and maintain updated) information that we require, and for any other permitted customization. The availability of certain features and customization are subject to change at any time in our sole discretion.

Authorizations

We will from time to time accept instructions from your Authorized Persons to transfer funds from your Specified Account(s) to make a RTP Payment to other accounts with us or to accounts at other banks. We will also credit your Specified Account(s) or other accounts with the amount of incoming RTP Payments we receive from time to time. An instruction for an RTP Payment shall not be considered received by us until we have performed all verification procedures set forth in the Agreement. Some payments credited to you are provisional until we receive final settlement. If we do not receive final settlement, we will debit your Specified Account or any of your other accounts with us for the amount of the payment.

Instructions for RTP Payments

Your Authorized Persons may issue instructions to us to transfer funds from your Specified Account(s) to make a RTP Payment to any other account with us or to an account at another bank in accordance with these terms and conditions. Instructions for RTP Payments will be received and processed as specified in the Documentation.

Issuing and Executing Instructions for RTP Payments

We will only execute instructions for RTP Payments if the Authorized Person(s) issuing the Instructions complete standard identity authentication protocols that we agree you may use, and are able to provide all information as required by us to initiate a RTP Payment. In executing any instruction for an RTP Payment, we may provide you another option to utilize another payment method to complete the RTP Payment. We may include in our outgoing RTP Payment all information required by applicable law, regulation or fund transfer system rule, or which we believe is reasonably necessary to facilitate execution of the RTP Payment. We will execute all properly authorized (and authenticated as stated herein) instructions for RTP Payments on the date received, or, for future-dated transfers, on the date requested, provided that such instructions are received by us as specified in the Documentation.

We assume no responsibility to monitor, audit or report to you any information contained within the message text of any RTP Payment. To issue any RTP Payments, your Authorized Person(s) shall follow the applicable procedures specified in the Documentation.

Limits and Risk Management

We may impose certain limits for your instructions, including by: dollar amount, number of or type of payee(s), Request for Payment criteria, and/or any other criteria in our sole discretion. We may impose other risk mitigation or monitoring procedures for you at any time and from time to time.

Amendments of Instructions for RTP Payments

You may not request to modify or cancel an instruction once we send the instruction to the TCH RTP Network. For future-dated entries on PINACLE, you may submit a request to modify or cancel the instruction if the instruction has not been verified and approved by a second Authorized Person. Your request to modify or cancel an instruction must be delivered to us in accordance with the requirements specified by us.

Limited changes to successfully submitted instructions for RTP Payments, including, but not limited to, the ability to request amendments, cancellations, and Requests for Return of Funds may be requested by a single Authorized Person who completes standard identity authentication protocols we agree you may use. By giving Authorized Persons access to initiate instructions, you acknowledge that you are granting them authority to independently request these types of changes. All instruction change requests submitted are subject to our review and approval.

You acknowledge and agree that when you request a Request for Return of Funds on a specific RTP Payment, the Receiving Financial Institution shall be under no obligation to return any or all funds associated with such an RTP Payment.

PINACLE/Batch Issuance of Instructions

You may use PINACLE, API or a Direct File Transmission to issue instructions for RTP Payments. To issue an instruction for an RTP Payment by PINACLE, your Authorized Person shall follow the procedures in the Documentation (on-line or otherwise). To issue an instruction for an RTP Payment by Direct File Transmission, your Authorized Person shall follow the procedures and formats specified in the Documentation. You are responsible for the accuracy and completeness of any data transmitted to us through PINACLE, API or Direct File Transmission.

Secondary Authorization

Secondary authorization applies to certain instructions for RTP Payments issued via PINACLE. When applicable, it requires a second Authorized Person to verify and approve an instruction by PINACLE prior to its acceptance by us. Instructions awaiting secondary (or tertiary) authorization, including without limitation future-dated instructions, which have not been properly authorized on the date the instruction is issued, may be canceled without further notice to you.

Transmission Requirements

You are responsible for providing and maintaining in good working order all hardware, software and communication lines under your control. You are responsible for the accuracy and completeness of any data transmitted to us through

PINACLE, API or Direct File Transmission. You will notify us immediately if there is a problem with issuing instructions for RTP Payments by PINACLE, API or Direct File Transmission.

Future-dated Instructions (Transfers)

You may issue future-dated instructions for RTP Payments, as described in the Documentation. Subject to the provisions on Cancellation or Amendment stated elsewhere here and in the Agreement, you may cancel a future-dated instruction for an RTP Payment prior to the date for which it is scheduled to be executed.

Authorization to Charge

You authorize us to charge your Specified Account(s) in the amount of the payment once each RTP Payment has been initiated. We will not charge your Specified Account(s) if we receive notification that an RTP Payment was rejected, including a rejection by the Receiving Financial Institution, TCH, or another reason. You agree to have in your Specified Account(s) sufficient available funds to cover the total amount of the payments initiated through this Service. You also agree that we will not process any payment that will exceed the available funds, or any limits for your instructions, in your Specified Account(s), and unless other arrangements satisfactory to us are made, we may but shall not be obligated to charge any of your other account(s) with us. This authorization includes the right to charge any investments which are linked to such Account(s) or accounts(s).

Confirmation

We will provide to you the status of your instructions for RTP Payments accepted by us in PINACLE or another type of notification.

Incoming RTP Payments

Our receipt of your incoming RTP Payments shall be subject to applicable law and the terms of our agreement with you for your deposit account(s), which we have provided to you separately.

Request for Information Messages

You are able to view and respond to a Request for Information message from a Receiver to provide more information about an RTP Payment that you have sent to the Receiver.

If you provide information to a response to a Request for Information message, you are responsible for ensuring that you have the proper authority to provide such a response, and you must be in compliance with all applicable laws, regulations, and rules, including with privacy, confidentiality, and data security.

Request for Payment Messages:

- **Initiation of Request for Payment Messages**

If approved by us, you may initiate Request for Payment messages to Persons that are known to you and would reasonably expect to receive Request for Payment messages from you. Each Request for Payment message is a request that another Person send an RTP Payment to you. You agree to be solely responsible for any questions, disputes, or issues that arise in connection with each Request for Payment Message initiated by you. You represent and warrant that each Request for Payment message initiated by you is made for a legitimate purpose and is not fraudulent, abusive, or unlawful. A legitimate purpose for a Request for Payment message means the message is to request an RTP Payment for (i) a current sale or transaction; or (ii) an amount that is due, owed or otherwise agreed to be paid to you. We do not guarantee that there will be a response to a Request for Payment message initiated by you.

In addition to our other rights, we reserve the right to suspend your ability to initiate Requests for Payment messages immediately upon our determination (or the determination by TCH) that your Requests for Payment messages are suspected to be misused.

- **Response to Incoming Request for Payment Messages**

You may also respond to incoming Request for Payment messages. After review of an incoming Request for Payment Message, you can either: 1) accept the incoming Request for Payment message and you can submit an instruction to send an RTP Payment to the initiator of the message, or 2) reject or take no action on the incoming Request for Payment message.

P. SWIFT MESSAGING SERVICE

General Information

SWIFT is a cooperative society of worldwide financial institutions providing a secure messaging system. This Service enables you to send and receive SWIFT Messages, including for the transfer of funds to and from other SWIFT member banks. SWIFT also allows corporate entities who meet certain criteria, as defined by SWIFT, to connect to SWIFT directly for the purpose of communicating with their financial institutions. These Terms and Conditions regulate your use of SWIFT through SCORE, or a Member Administered Closed User Group ("**MA-CUG**") established and administered through us. We further reserve the right not to accept or process a SWIFT Message at any time in our complete discretion.

Definitions

- "**MA-CUG**" means a SWIFT-operated, member-managed service administered by us that enables SWIFT users that participate in the closed user group to exchange SWIFT Messages.
- "**SCORE (Standardized Corporate Environment)**" means a closed user group administered by SWIFT that facilitates financial messaging between qualifying companies and financial institutions who are members of the group.
- "**SWIFT Agreement**" means the main set of SWIFT's standard terms and conditions. It governs the provision and use of most of SWIFT's services and products.
- "**SWIFT Message(s)**" means data in local, industry standard or proprietary formats that a member sends or receives through SWIFT, typically used to exchange individual transactions, reports or other data files including, without limitation, ACH, bulk wire transfers, Electronic Data Interchange and account information.

SWIFT Membership

We do not establish or control the set-up and provision of SWIFT membership, SWIFT security, the provision of SWIFT Messaging Services or the facilities and equipment to use any of the foregoing. You, at your own risk, may electronically transmit SWIFT Messages to us, including without limitation, SWIFT Messages that contain payment Instructions. We will process SWIFT Messages as designated in your SWIFT Message, in our sole discretion. We will notify you if we reject a SWIFT Message as soon as reasonably practical. You may be able to send SWIFT Messages directly to some SWIFT members through SCORE if you meet the criteria established by SWIFT.

Issuing and Executing SWIFT Messages

SWIFT Messages you send to us must meet the applicable requirements set out in your SWIFT Agreement (if any), the SWIFT documentation, any SWIFT user guides and our Documentation. You shall ensure that any Instruction included in any SWIFT Message sent to us accurately reflects the advice, request, Instruction or communication intended and is duly authorized by you. You irrevocably authorize us to rely upon and implement any Instruction in a SWIFT Message received by us from you including, (a) in the case of a payment Instruction to be sent through SWIFT, debiting the account specified in the SWIFT Message and forwarding your Instruction to the SWIFT member bank designated in your SWIFT Message or (b) processing the SWIFT Message in accordance with the terms and conditions of the service to which your Instruction relates. You acknowledge that we are entitled to assume that Instructions contained in such SWIFT Messages have been duly authorized by you, are authentic and that their integrity has not been compromised and neither we nor any other financial institution is under any obligation to verify the authenticity or integrity of such SWIFT Messages or Instructions, even in the case of fraud. We are not obliged to process an Instruction or forward an Instruction to any financial institution if the SWIFT Message through which that Instruction is provided does not meet the requirements of SWIFT or otherwise appears not to have been prepared or sent in accordance with these Terms and Conditions and/or your SWIFT Agreement; or we consider that the forwarding or execution of your Instruction may place us or another financial institution in breach of any law or regulation; or we reasonably suspect that the SWIFT Message in which that Instruction

was received by us may not (a) fully and accurately reflect an advice, request, Instruction or communication that you intended to give to the relevant bank or (b) have been given in accordance with the relevant Customer's authorization procedures.

Information Delivery

You may arrange for us to deliver statement reporting messages, data files or other information to you or your designee by SWIFT Message. We cannot guarantee that the receipt or transmission of information will occur at any specified time during a Banking Day. For all purposes between you and us, you will be deemed to have received the information on the Banking Day on which we send the SWIFT Message with the information to you or your designee.

Security Procedures

By using this Service and sending SWIFT Messages, you represent and warrant to us that you shall at all times have in place, and regularly review and test, the necessary technical platform, software and other capabilities to use these SWIFT Services, and have strict security requirements regarding access and use. You acknowledge and agree that you are solely responsible for ensuring the security of your technical environment and access to SWIFT Messaging Services.

You, and your employees, representatives and other agents, shall not engage in any act or omission that compromises, or has the potential to compromise, the security of SWIFT. You will immediately notify us and SWIFT if you become aware of or suspect any breach or compromise of the security of SWIFT and/or the SWIFT Messaging Services, including any loss or disclosure of your own procedures to obtain access to send SWIFT Messages. You agree to provide us with the full details of the apparent security breach and promptly co-operate with any steps taken by us to investigate and/or rectify any apparent or suspected breach or compromise of the security of SWIFT.

We may at any time require the revocation, renewal or change of any certificates, encryption keys or similar system elements used by you in the creation of SWIFT Messages or the removal of any party authorized to send such SWIFT Messages in order to protect the security of the SWIFT Messaging Services.

You represent and warrant to us that you have been informed of and are knowledgeable of the security procedures associated with this Service, and have determined that they are both commercially reasonable and adequate to prevent unauthorized use by you, your employees, your agents and representatives or any third party.

Confidential Information

In addition to other confidentiality provisions in this Agreement, you acknowledge that we may disclose or transfer confidential information and personal data, relating to you, your employees and your authorized agents where required by SWIFT, by law or regulation and as reasonably necessary for us to perform these Services, including transfers to and processing in, countries and territories that do not have data protection laws providing an equivalent level of protection to those prevailing in the United States.

Termination

In addition to the other rights we have under this Agreement, we reserve the right to terminate your SWIFT Messaging Services without prior notice if (a) either you or us are no longer an authorized SWIFT participant, (b) SWIFT has ceased to provide any of the Services and c) where SWIFT has required either of us to terminate this Service.

Q. MCA ACCOUNT PLUS

This Service allows you to collect and/or disburse funds from/to third parties through a European bank selected by us ("European Bank").

Designated Accounts

To facilitate payments to and from third parties in Europe, we, as principal, will maintain deposit accounts with the European Bank. The account can be denominated in either EUR or GBP. You acknowledge and agree that you will have no interest in the accounts maintained by us at the European Bank. However, we will specifically designate certain

accounts for your benefit (each a **"Designated Account"**). You agree that any inquires related to the Services or a Designated Account shall be directed to and resolved by us and not the European Bank.

Domestic Accounts

To use the Service, we will open for you a multicurrency account (the **"Domestic Account"**). The Domestic Account will be held with PNC Bank, National Association and is FDIC insured to the legal limit. The balance of the Domestic Account shall be determined by adding the deposits credited to the Designated Account that represent the collection of funds on your behalf for the previous Banking Day, less amounts paid from the Designated Account pursuant to your payment orders and Instructions.

Payment Orders

Using MCA Account Plus, you may make payment orders to third parties in an amount not to exceed the available balance in your Domestic Account. Your interest in the Domestic Account will be reduced in amount of any payment order originated out of the Designated Account.

Deposits

Deposits to any Designated Account may be received via electronic funds transfer. Your interest in the Domestic Account will be increased in the amount of any collected item in the Designated Account. Unless we, in our sole discretion, shall otherwise agree, you will not deposit, and neither will the European Bank nor its service branches accept for deposit, into any of Designated Accounts any checks, drafts, currency or other physical items.

Banking Day

For the purpose of this Service, the term **"Banking Day"** means: (a) a day, other than a Saturday, Sunday or other day on which banks are authorized or required to be closed in London, UK (pounds), Dublin, Ireland (Euro) or in New York City, NY; or (b) provided that where the provisions of this Agreement are applicable to a specific transaction involving a branch of the European bank located in a European city or country other than London, UK, "Banking Day" shall be deemed to mean a day, other than a Saturday, Sunday or other day on which Banks are required to close in such city or country.

Foreign Currency Exchange Risk

You acknowledge that there is foreign currency exchange risk inherent in this Service's account structure and you accept such risk. You acknowledge that the value of EUR and/or GBP balances in terms of US dollars will fluctuate from time to time and will not bear the same exchange rate at any time after their initial deposit as they bore at the time of the initial deposit. If all or any portion of the balances in the Designated Accounts are subsequently converted, a gain or loss on the exchange may result due to the fluctuating currency markets or other factors beyond our control.

Electronic Communications, Records

Any electronic communications between us (whether using our facilities or yours, or those of a third party) will take place in accordance with this Agreement. The term **"electronic communication"** means any communications by Internet, telex, telephone, SWIFT or other method of telecommunication or electronic transmission and includes a facsimile transmission. A copy of our banking records, kept in the ordinary course of business, regarding any electronic communication will be admissible in any legal, administrative or other proceedings as conclusive evidence as to the contents of those electronic communications in the same manner as the original document in writing. You waive any right to object to the introduction of any such copy into evidence.

Representations and Warranties

You represent and warrant the following:

- You will not use or operate the Services for the purpose of or in furtherance of, or otherwise in connection with, Internet/on-line gambling or a money service business, or in connection with any restricted business as may be determined by us from time to time.

- You will provide the customer identification data and information as we may reasonably request prior to the opening of a Designated Account. You will also provide such other information as we may reasonable request from time to time in connection with any Designated Account or the Services rendered thereunder.

R. BILL PAYMENT SERVICE

This Service allows you to make payments to billers ("**Bill Payment Service**") as a feature of PINACLE. You agree to follow the procedures and instructions regarding the Bill Payment Service we provide to you from time to time. The Bill Payment Service is offered by us through one or more companies that we have engaged to render some or all of the Bill Payment Service to you on our behalf ("**Service Provider**"). We and/or our Service Provider(s) reserve the right to deny enrollment in the Bill Payment Service at any time or deny access to any account chosen for use in the Service for any reason at any time.

YOU MUST COMPLY WITH THE BILL PAYMENT SCHEDULING INSTRUCTIONS OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE BILLER/MERCHANT MIGHT IMPOSE.

Certain Definitions Applicable to the Bill Payment Service:

- "**Biller**" is the person or entity, the Merchant, to which you wish a bill payment to be directed.
- "**Bill Payment Account**" is the account from which your payments will be debited, or to which payments and credits to you will be applied.
- "**Bill Payment Instruction**" is the information provided for a payment to be made to the Biller.
- "**Business Day**" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- "**Due Date**" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- "**Exception Payments**" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "**Scheduled Payment**" is a payment that has been scheduled but has not begun processing.
- "**Scheduled Payment Date**" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "**Site**" means our online banking site or mobile applications that offer the Bill Payment Service.

Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, the Bill Payment Service will not permit you to select a Scheduled Payment Date before the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Bill Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a check, the check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the check, your Bill Payment Account may be debited earlier than the Scheduled Payment Date. Occasionally, a Biller may choose not to participate in the Bill Payment Service or may require additional information before accepting payments. The Bill Payment Service will work with these Billers to encourage them to accept electronic or check payments from the Bill Payment Service. If we are unsuccessful, or if we determine that the Biller cannot process payments in a timely manner, we may decline future payments to such Biller.

Payment Authorization and Payment Remittance

By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Bill Payment Instructions we receive through the Site. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives. In the event that a payment you are attempting to schedule exceeds an individual payment limit of the Bill Payment Service, you will be notified at the time you attempt to schedule the payment and will be asked to resubmit your request. Furthermore, such individual payment limit(s) may be modified by the Bill Payment Service from time to time, without prior notice. When we receive a Bill Payment Instruction, you authorize us to debit your Bill Payment Account and remit funds on your behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. Please note, as indicated above, payments may settle earlier or later than the date you selected. You also authorize us to credit your Bill Payment Account for payments returned by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

The Bill Payment Service will attempt to make all your payments properly. However, the Bill Payment Service shall incur no liability if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a) If, through no fault of the Bill Payment Service, your Bill Payment Account does not contain sufficient funds to complete the transaction;
- b) The Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- c) You have not provided the Bill Payment Service with the correct Bill Payment Account information, or the correct name, amount, address, phone number, or account information for the Biller; and/or,
- d) Circumstances beyond our or our Service Provider's control prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Bill Payment Account or causes funds from your Bill Payment Account to be directed to a Biller which does not comply with your Bill Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to your Bill Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf through the Bill Payment Service, and in the event that your Bill Payment Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or check drawn against your account. If we send the payment electronically, the funds will be withdrawn from the Bill Payment Account on the date that you selected in Bill Pay.

Certain Billers are paid with a paper check drawn on the account of our Service Provider, or check drawn against your account, which are mailed. If the Bill Payment Service sends the payment by these methods, the payment is mailed in advance of the date you selected in the Bill Payment Service in order to allow for sufficient time for the Biller to receive it. Funds remitted to the Biller via a check drawn against your account will not be deducted from your Bill Payment Account until the check is presented to us for payment. In some instances, it is possible for a payment sent by check to be received by the Biller and presented to us for payment before the date you selected. Thus, the Bill Payment Account should have sufficient funds beginning a few business days before the date you select in the Bill Payment Service and you shall keep such funds available until the payment is deducted from the Bill Payment Account.

In some instances, the Bill Payment Service may initiate an electronic payment, but due to circumstances beyond our control, that payment may be later converted to a payment via check drawn against your account.

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once we start processing a

payment, it cannot be cancelled or edited, therefore a stop payment request must be submitted. To determine if the payment can be stopped, refer to the Stop Payment Requests section below.

Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you wish to stop a payment that has already been processed, please call Treasury Management Client Care at 1-800-669-1518 to determine whether such payment can be stopped. Although we will attempt to accommodate your request, we will have no liability for failing to do so.

Payments Outside of the U.S.

Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

Exception Payment Requests

Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments.

Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if we decide to refuse to pay a Biller designated by you.

Returned Payments

You understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Bill Payment Account. You may receive notification from the Bill Payment Service.

Failed or Returned Bill Payment Instructions

You are requesting that we or our Service Provider attempt to make payments for you from your Bill Payment Account. If the Bill Payment Instruction cannot be completed for any reason associated with your Bill Payment Account (for example, there are insufficient funds in your Bill Payment Account), the Bill Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Bill Payment Account a second time to complete the Bill Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a) You will reimburse our Service Provider immediately upon demand the amount of the Bill Payment Instruction if the payment has been delivered but there are insufficient funds in your Bill Payment Account to allow the debit processing to be completed;
- b) You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Bill Payment Instruction cannot be debited because you have insufficient funds in your Bill Payment Account, or the transaction would exceed the available funds of your Bill Payment Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your Business Account Agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Bill Payment Account, including by ACH debit; and
- c) Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Prohibited Payments

The following types of payments are prohibited through the Bill Payment Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments: payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); payments that violate any law, statute, ordinance or regulation; and tax payments and court ordered payments. Except as required by applicable law, in no event shall we or our Service Provider be liable for any claims or damages resulting from your scheduling of prohibited payments.

S. CLAIM PAYMENTS & REMITTANCES SERVICE

This Service permits you to (i) send claim payments and remittance advices to healthcare providers and other trading partners (together, "trading partners"); (ii) authorize us to maintain a database containing the preferred method of payment and format for remittance advices indicated by the trading partners you pay; (iii) instruct us to pay trading partners via check, ACH Origination Service or Commercial Card (which will not include physical plastic cards), and to deliver remittances to trading partners in the formats they have chosen and we have agreed to; (iv) instruct us to maintain, for an agreed upon length of time, an electronic archive of claims received only for information reporting via a web portal ("**Portal**"); and (v) access, or provide access to trading partners to, reports via the Portal. Additional terms and conditions relating to Commercial Card payments are addressed in a separate Addendum to this Agreement (the "**Card Addendum**"). This Service is powered by ECHO Health, Inc. ("**Echo Health**").

This Service also permits you to (i) send payments and remittance advices to plan members and insured parties (together, "members"); and (ii) instruct us to pay members via check or ACH Origination Service, or electronically through ePayments. Use of ePayments through this Service is subject to the terms and conditions of ePayments in this Agreement, except for sections relating to PINACLE, Text Message Platform, White Label Website and Authorization to Charge that pertain to features not supported through the Claim Payments & Remittances Service.

Your Duties as a Client

You agree that you are solely responsible for ensuring that any and all payments requested through this Service have been properly adjudicated, are accurate and are properly authorized.

You agree that you are solely responsible for ensuring that the 835 (or other format agreed to by the parties) file transactions submitted to us via this Service are accurate and complete. We make no representation or warranty about the validity of any information submitted to us or generated by us using such information, or its compliance with any applicable law or operational rules, including reliance on addresses provided by you that lead to misdirected payments or HIPAA Breaches under the Business Associate Addendum.

You agree that it is your responsibility to collect W-9s or W-8s and verify their validity.

You agree that it is your responsibility to manage access to online applications for your organization by providing a list of newly-authorized or terminated users in a timely manner, when applicable, and by performing periodic reviews of active users and their levels of access to ensure that the access rights are commensurate with job responsibilities.

You agree to notify us as far in advance as possible of any changes to file formats, data content changes, transmission changes or other modifications that could cause errors or delays in processing your data. You also agree to provide banking instructions for funding transactions and to update those instructions as far in advance as possible if changes are necessary.

You agree to review and address any and all system generated errors related to file submission in a timely manner. You acknowledge that we will not be responsible for detecting any error in any file such as, but not limited to, duplicate payments. In the event that any file contains an error, whether in the amount of a payment, payee, disbursing bank, date of payment or otherwise, you shall be solely responsible for taking action to correct such error.

You agree that you are responsible for the disposition of over-payment, under-payment, incorrect payments, and return mail.

You agree that you are responsible for fully funding all payments made by the Service on your behalf and that all payments will be pre-funded. In the event that a funding transfer fails, including those from plan sponsors or employers whose plans you administer, you will be notified of the failure by 10:00 AM ET on the day the rejection notice is received, and you must notify us by 4:00 PM ET that day if the corresponding payments that have not been cleared should be voided. If notice to cancel is received by that time, all outstanding payments relating to that funding transfer will be voided and will need to be re-sent to be paid. You will be responsible for funding any payments presented and paid before they could be voided. If notice to cancel is not received within the timeframe noted immediately above, you assume liability for funding all payments. Payments may be returned unpaid if available funds have been depleted. You agree to reimburse us within 24 hours for all failed funding transfers. You also agree that any and all available funds received from you for other payments may be used to reimburse us for the failed funding transfers, if you do not immediately reimburse us as agreed herein for failed funding transfers. You are responsible for any fees or penalties charged as a result of your actions, including, but not limited to, return or revocation of your pre-funding transfer. You will not be paid interest on funds used to settle payments initiated through this Service.

Notwithstanding anything to the contrary in the Agreement, you authorize us to disclose to Echo Health such information relating to your card payments and Card Addendum as Echo Health may request from time to time.

You understand that this Service uses cloud computing, and you acknowledge and accept the risks related to cloud computing. You agree to release us from any claims, losses, damages, or liabilities you may incur as a result of the Service's use of cloud computing.

You also understand that your claims/remittance advice data may be accessed from locations outside the United States for technical support purposes. You agree to release us from any claims, losses, damages, or liabilities you may incur as a result of such access (from outside the U.S.).

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us from any loss or liability related to (i) any modifications you make to the 835 or other relevant file transactions; (ii) a claim by any of your trading partners or providers related to incomplete or inaccurate data; (iii) over-payments, under-payments and duplicate payments; and (iii) the performance of this Service on your behalf.

If you use the Service to provide third-party administration services (administrative services only) functions for customers with self-funded plans, you agree and guarantee that the funds will be on deposit in the account you specify within twenty-four (24) hours of approval of benefit payments. In addition, funds, once available, will be withdrawn from this account and deposited into a trust. Failure to fund the specified account within this time frame may result in a delay of payments from the Service. Any fines or penalties assessed to the specified account caused by you will be your responsibility. Continued failure to fund such account within this timeframe may result in termination of the Service. You agree to provide us with any payment authorization forms, as necessary for the Service.

If you require us to load healthcare provider electronic funds transfer enrollment information ("EFT Enrollment Information") as part of your implementation of this Service, you certify that it is accurate and complete, and complies with applicable law and operational rules. You agree to (a) reimburse PNC for any and all damages or costs incurred by PNC as a result of the EFT Enrollment Information, including if such information is incorrect or fraudulent, whether or not known by you; and (b) indemnify and defend PNC from any third-party claims related to the same. You acknowledge and agree that Echo Health, Inc. (our subcontractor) is a third-party beneficiary of this paragraph.

Transmissions

You may send and receive through us transmissions in the format mutually agreed upon during the discovery and project planning phases of implementation. You may request a change in the format in writing. We will evaluate your request and advise you in writing whether the change has been approved and, if so, when it will become effective. If necessary, we will translate your remittance information to and from the current industry standard data format.

You and your trading partners are responsible for the accuracy of the information you and they transmit to us.

Termination; Outstanding Payments

Either you or we may terminate this Service as provided elsewhere in this Agreement. If, however, you terminate the Service before you have used it for twelve (12) consecutive months for any reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to sixty percent (60%) of our average monthly billings to you for the Service multiplied by the number of months remaining until the end of the 12-month period. Any payments outstanding as of the termination date will be cancelled and funds returned to the then-current funding account within ten (10) business days. If you terminate this Service, you will pay us any applicable fees to stop payments.

Ownership

This Service contains valuable intellectual property rights and are propriety to us and our licensors, including but not limited to Echo Health, and title thereto remains with us and our licensors. You do not acquire any rights, express or implied, in this Service or any third party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with us or our licensors.

YOU ACKNOWLEDGE AND AGREE THAT ECHO HEALTH (OUR SUBCONTRACTOR) IS A THIRD PARTY BENEFICIARY OF THESE CLAIM PAYMENTS & REMITTANCE SERVICE TERMS AND CONDITIONS, AS WELL AS THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, YOU AGREE THAT, IN RELATION TO THIS SERVICE, THE TERM "INDEMNIFIED PARTIES" AS USED IN THE GENERAL TERMS AND CONDITIONS TO THIS AGREEMENT ALSO INCLUDES OUR SUBCONTRACTORS.

T. PAYEE ACCOUNT VALIDATION

This Service enables you to submit an inquiry to validate ownership of an intended beneficiary's account and name information at the point of payment initiation within a supporting PINACLE module. This Service accesses technology provided by GIACT Systems, LLC that accesses information from the National Account Database owned by Early Warning Services, LLC. This Service is subject to the Comprehensive Agreement, including the general and all separate terms and conditions applicable to each payment initiated in connection with this Service, including the ACH Origination and Funds Transfer Terms and Conditions.

You agree to comply with all applicable Laws, regulations, and rules. You will not use this Service for any unlawful or unpermitted purpose. You will be responsible for your use of response data from the inquiry ("Validation Response Data").

You may initiate a specific inquiry for this Service in accordance with the authorized uses and the Documentation. After you submit an inquiry, if there is a match, you will receive Validation Response Data, which will indicate whether the beneficiary's account and name information you submit match source data in the verification data sources, or that the verification data sources lack requisite data against the information you submit.

The Validation Response Data is time-sensitive, as of a point in time, and only intended to be used in connection with the specific payment you are initiating. The Validation Response Data is provided on an "as is" and "as available" basis. This Service is for your informational purposes only and you are solely responsible for decisions you make based on this

information. PNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE.

V. DEPOSITORY SERVICES

A. DEPOSIT RECONCILEMENT SERVICE

This Service provides you with periodic reconciliation reports for your deposit transactions to your PNC checking Account. You will provide deposit tickets with MICR encoding, in accordance with the applicable ANSI specifications. We will provide a MICR specification sheet to be used for ordering deposit tickets under this Service.

You may choose from the various hard copy reports that are made available from time to time as stated elsewhere in the Documentation for this Service. You may choose to receive these hard copy reports on a periodic basis.

The reports will include information on all deposit transactions to your Account, segregating information by deposit location number if you so choose. Individual transactions will be reported in ascending dollar amount order, with location number. Unless otherwise specified, reports will page break, after each location number, if applicable.

We will forward the daily deposit detail report, and the deposit recap report along with your Demand Deposit Statement in accordance with your statement schedule. We will not be required to re-enter non-MICR encoded deposit tickets.

B. SUB-ACCOUNTING SERVICE

This Service allows you to deposit funds ("**Deposits**") received from home buyers, tenants, clients or other persons (collectively referred to as "Third Party" or "Third Parties") or for self-managed sub-accounting purposes ("**Self-Managed**"), into an interest bearing or non-interest bearing account that will separate each Third Party or Self-Managed Deposit within such account (each a "**Sub-account**").

Master Deposit Account

You will establish a master deposit account (the "**Master Account**"), which may be a money market deposit account, an interest bearing checking account, a non-interest bearing checking account, or a qualifying IOLTA account. The Master Account will be used for the administration of the Deposits. The Master Account will be in your name and will have separate Sub-accounts for each Third Party, in each Third Party's name, or the Master Account will be in your name and will have separate Sub-accounts as applicable to your own needs. All Deposits received will be deposited in the applicable Sub-account. You may have an unlimited number of Sub-accounts within the Master Account and can make additional deposits to any Sub-account. The Master Account and Sub-accounts are subject to the terms and conditions of the Business Account Agreement and our Funds Availability Policy that have been separately provided to you and are part of the Comprehensive Agreement.

You will be responsible for obtaining a completed IRS Form W-9 (Request for Taxpayer Identification Number & Certification) or W-8 (Certificate of Foreign Status) from each Third Party. The IRS Form W-9 or W-8 shall accompany the initial Deposit for each Third Party Sub-account. If a completed IRS Form W-9 or W-8 is not provided to us at the time a Sub-account is established, the interest on the Deposit may be subject to back up withholding pursuant to the Internal Revenue Code, as amended from time to time.

Interest Payments

With this Service, if applicable, we can send to each Third Party or to you the accrued interest payments on a periodic basis in accordance with your instructions. If you do not provide a specific time frame for such payments, the interest will be re-invested in the Sub-accounts. Upon making an interest payment to a Third Party or to you, if applicable, an administrative fee can be deducted at your discretion from such interest payment and credited to the Master Account.

If an interest check payable to a Sub-account holder is returned to us, the interest shall be reinvested in the Sub-account from which it was withdrawn. If the Sub-account is no longer open, the interest check will be handled as per our standard policies and procedures with regard to abandoned property.

Interest will accrue on the Sub-accounts in accordance with the terms of the Business Account Agreement. You acknowledge that any references in the Business Account Agreement to interest accrual with respect to this Service shall apply to the Sub-accounts.

If required by applicable law, we shall issue an IRS Form 1099-INT for each Third Party reflecting the gross amount of interest earned on such Third Party's Deposit for the calendar year. The Form 1099-INT will be sent directly to each Third Party. Self-Managed clients will receive one Form 1099-INT based on the tax identification number associated with the Master Account.

Withdrawals

With this Service, you may disburse funds directly from the Master Account. If you use our online service, withdrawals may be made directly from the Master Account and you will be required to allocate debits to the appropriate Sub-Account(s) online. If you do not use our online service to manage the Sub-accounts, withdrawals may be made from each Sub-account only by submitting a properly completed and signed Sub-accounting withdrawal form to our Escrow Department. The applicable Sub-account will be debited in accordance with the withdrawal order and the funds will be credited to the Master Account.

Periodic Statements

We will provide you on a periodic basis an accounting of the following detailed information with respect to each Sub-account: (a) each Sub-account holder's name and number; (b) date of last activity; (c) each Sub-account balance (amount of deposit and accrued interest); (d) total administrative fee, if any; (e) total service fee, if any, retained for servicing the Master Account and Sub-accounts; and (f) federal withholding, if any and (g) building and apartment number and lease, if applicable. We can provide additional information upon your request as agreed to by the parties.

The periodic statements specified above shall conclusively be deemed correct and binding upon you unless, within thirty (30) days of the statement date, you notify us in writing of any alleged errors or deficiencies. You agree to provide us with any information that we may reasonably request in order to provide you with the periodic statements and to send the notices of Deposits as detailed herein.

C. ZERO BALANCE SERVICE

During any Banking Day, debits and credits in accounts you have designated as your **"Affiliate Accounts"** will result in either a net credit account balance or a net debit account balance. At the end of each Banking Day, we will review the account balances in your Affiliate Accounts and return them to zero account balances by a debit or credit entry with an offsetting entry to the account you have designated as your **"Parent Account."**

Disclosure

FDIC regulations require banks to make certain disclosures to their customers who use sweep services to move funds from a deposit account to another deposit account or to a non-deposit investment vehicle. The purpose of this communication is to inform you whether your funds subject to sweep arrangements are deposits covered by FDIC deposit insurance or, if not, what the status of your funds would be if the bank failed.

This Service transfers all funds remaining in your PNC Bank Affiliate Accounts at the end of the day to your Parent Account, or from the Parent Account to the Affiliate Accounts as needed to cover transactions presented against the Affiliate Account. For FDIC insurance purposes, your funds are considered deposits of PNC Bank at all times, whether in the Affiliate Account or the Parent Account, and are covered by FDIC insurance to the maximum amount provided by

law. If the Affiliate Accounts and the Parent Account do not have exactly the same ownership, the transfer between accounts may result in a change in your insurance coverage.

D. PNC PAYMENT GATEWAY

In selecting this Service, we offer the ability to process payments through online portals, onsite point of service solutions, mobile devices, over the phone (including Exkoh whisper tokenization) through a customer service representative or interactive voice response. Payment modalities supported by the Service may expand as additional options are made available for consumer or business to business. Currently supported payment modalities include; credit/debit card, ACH, check, Apple Pay, Google Pay, PayPal, Realtime Payments (RTP) and the tracking of cash. Mobile, invite, and text to pay functionality is offered as part of the PNC Payment Gateway solution. If you choose this functionality, PNC will provide to you a consumer consent form template to receive authorization from your customers to send and receive text messages as well as e-mails to inform them when they have outstanding bills. It is the responsibility of our clients to comply with applicable law, including without limitation the Telephone Consumer Protection Act regarding text messages.

As part of the Service, we offer the capability for our clients to have saved payment method tokens have their expiration dates automatically updated on a recurring basis. Additional fees will be applied if you choose to purchase this additional functionality and will be reflected in the provided fee schedule.

If your existing payment gateway provider is currently storing tokens for previously used saved payment methods, we may be able to offer token conversion onto our Service for an additional fee. We will need to perform a level of due diligence to determine if this is possible. If it is determined that we can provide token conversion an additional fee will be reflected in the provided fee schedule as Professional Services hours.

This Service facilitates the transmission of payments from a client to PNC Merchant Services for payment processing, unless it has been mutually agreed to leverage a different payment processor. Transactions sent through this Service that will be processed through the card payment network will be subject to the Operating Guide and Association Rules as defined in your agreement with PNC Merchant Services, a copy of which will be provided to you when you select this Service. ACH payments sent through this Service are subject to the Automated Clearing House (ACH) Origination Service Terms and Conditions within this Agreement. Additional agreements with Fiserv and TeleCheck will be necessary if you choose to process credit/debit or ACH/check payments through the Service as well as with PayPal if that payment method is requested.

This Service contains valuable intellectual property rights and are proprietary to us and our licensors, including but not limited to Tempus Technologies, Inc., and title thereto remains with us and our licensors. You do not acquire any rights, express or implied, in this Service or any third party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with us or our licensors.

Hardware Orders

Payment devices will be required for onsite and for Claims Payments and Remittance service (CSR)payments. You agree to purchase all Hardware directly from Tempus Technologies or lease through PNC Equipment Finance. We will apprise Tempus of your interest and share applicable project delivery dates and device needs with Tempus. The project implementation plan mutually developed and agreed upon between you and we will include the lead time required for you to acquire hardware.

Fees

A fee schedule will be provided to you.

E. PNC ACCOUNT VERIFICATION SERVICES (AVS)

This Service enables you to submit inquiries, including for account status, known as Verify; and account owner authentication, known as Authenticate. This Service accesses technology provided by GIACT Systems, LLC ("Inquiry Service Provider") that accesses information, including from Early Warning Service's (EWS's) National Account Databases. By using this Service, you must comply with the following terms.

Certain Definitions Applicable to this Service

- **"Account"** means an account as defined by the Board of Governors of the Federal Reserve System in Regulation CC, 12 C.F.R. § 229.2(a), and may also include: a savings account, a money market account, a credit account, or a brokerage account held by a consumer or a company at a Financial Services Organization or other business relationship currently existing or pending between a Financial Services Organization and a consumer or a company.
- **"PNC AVS Applicable Laws"** means all federal, state and local laws, and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale, provision, creation, delivery, transmission and use of this Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952, and the Gramm-Leach-Bliley Act (the "GLBA") (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.
- **"Contributor"** means an entity, including you when you transmit certain specific data elements ("Contribution") to the National Shared Database.
- **"Documentation"** means setup and application forms, system requirements, user guides, data and technical specifications, release notes, exhibits, and other materials (as amended) provided by PNC that describe the use of the Service.
- **"Financial Services Organization"** means an entity that provides banking, insurance and/or investment products and services, and is regulated by one or more of the following entities: The Office of the Comptroller of the Currency, Consumer Financial Protection Bureau (excluding non-depository covered persons), National Credit Union Administration, Securities and Exchange Commission, Financial Industry Regulatory Authority (formerly NASD), Federal Reserve, Federal Deposit Insurance Corporation, The Public Corporation for the Supervision and Insurance of Cooperatives in Puerto Rico (COSSEC), state banking departments or State Insurance Commissioners (Department of Insurance and similarly named organizations).
- **"Inquirer"** means you when you provide certain information ("Inquiry Data") to submit a request ("Inquiry") to receive Response Data (defined below).
- **"Match"** means the occurrence of when data elements contained within an Inquiry match against data elements contained within the Participant Data (defined below).
- **"Participant Data"** means data provided by you for use in the Service.
- **"Response Data"** means information provided back to you in response to an Inquiry by you.

Compliance

You agree to comply with all PNC AVS Applicable Laws. You will not use this Service for any unlawful or unpermitted purpose. You will comply with the Documentation that will identify additional requirements for this Service.

You will be responsible for your use of Response Data. You agree that you are the end user of the Response Data and will not provide Response Data to any other person or entity, such as your own customer, for their use. You may not sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity. PNC reserves the right to decline to provide Response Data if PNC believes such Response Data will be used in a manner that is not compliant with the FCRA and/or GLBA.

Inquiries

You may initiate a specific Inquiry for this Service in accordance with the authorized uses and the Documentation. You may access the Service through an application program interface (API), upload batch files, or through a virtual terminal connection method with PNC.

After you submit an Inquiry, if there is a Match, you will receive Response Data from the Inquiry Service Provider.

Response Data and Your Responsibility

Response Data may include (as applicable): bank account status information on checking or savings accounts from financial institutions; and bank account ownership and authority information.

The Response Data is time-sensitive, as of a point in time, and only intended to be used in connection with the specific Inquiry for which it was requested. The Response Data is provided on an "as is" and "as available" basis. This Service is for your informational purposes only and you are solely responsible for decisions you make based on this information. PNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS SERVICE.

Contribution

You are not required to be a Contributor or otherwise contribute data elements to be used in the EWS Databases, unless you are a Financial Services Organization with more than 250,000 Accounts. If you are a Financial Services Organization with more than 250,000 Accounts, you must comply with the applicable Contribution requirements and transmit certain data elements to be used in the EWS Databases, in accordance with the Documentation.

If you are a Financial Services Organization and believe any law or administrative determination restricts or materially and adversely affects your ability to satisfy your Contribution requirements you shall promptly notify PNC. PNC may discontinue your use of PNC AVS immediately and without advanced notice if you are required to abide by these Contribution requirements and are unable or unwilling to do so.

In all events, EWS may use Inquiry Data and Participant Data contributed, for the purpose of: (a) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate EWS's services; (b) developing and providing new services or enhancements to existing services; and (c) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other Inquirers and Contributors, provided that such reports and analyses do not identify specific Inquiry Data or Response Data with respect to any Inquirer or Contributor.

Additional Requirements

You agree to comply with all the following requirements.

- a) **FCRA-Related Products (Applicable to Verify, Authenticate). Permissible Purpose and Use.** You understand that if you use Verify and Authenticate services which provide consumer reports that are subject to the FairCredit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), under the FCRA, you will only obtain a consumer report if you have a permissible purpose to obtain and use the report. You certify that the consumer reports provided under this Agreement may be requested and used only if you have a legitimate business need for the information in connection with a business transaction that is initiated by the consumer, or you obtain the express written authorization of the consumer to obtain the consumer report. You certify that you will request and use the consumer reports for no other purpose.

(i) If Verify is selected, you agree that you will use the consumer report solely:

- To validate the existence of an Account and all associated data in determining whether to accept or decline a check or automated clearinghouse entry (each an "Item") as payment for goods or services;
- As a factor in verifying, authorizing or guaranteeing a payment;
- To cash an Item or provide cash back from a deposit or payment;
- To decide whether to forward an Item for collection or represent it electronically; or,
- To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.

(ii) If Authenticate is selected and used with Verify, you further agree that you will use the consumer report solely:

- To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized account holder, user, or signatory of the Account on which such Item is drawn;
- To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn;
- To determine whether to accept or decline an Item as funding for an account by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with funding;
- To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds; or,
- To determine whether to allow an account to be enrolled for use in connection with future transactions by validating that the consumer is an authorized accountholder, user, or signatory of the account.

UNDER § 619 OF THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN 2 YEARS, OR BOTH.

(iii) Documentation of Permissible Purpose for Verify and Authenticate. You certify that you will rely upon, and retain, the following documentation and/or authorization from consumers as evidence of your permissible purpose:

- Physical Check presented by Consumer
- Electronic Signature of Consumer
- Written Authorization from the Consumer (on Signed Application)
- Written Authorization (by Recorded Voice Authorization)

b) Notice of Adverse Action and Consumer Dispute Process. You understand and agree that under the FCRA, as a user of the consumer report, you must provide notice of adverse action in compliance with § 615 of FCRA when the consumer report information provided by PNC serves as the basis for your declination. The notice must include contact information for GIACT, including GIACT's toll free number 1-833-802-8092.

Should a consumer contact GIACT in response to a notice of adverse action or to dispute information furnished by you, you acknowledge and agree that GIACT may be required to provide additional information regarding you. If you are a furnisher, you will conduct a timely investigation of the dispute and meet FCRA requirements for responding to disputes. If required under the FCRA or requested by a consumer for any reason, you have

identified contact information regarding your name, address, and phone number to be provided by GIACT to consumers. Should your contact information change, you must notify PNC and GIACT in writing promptly.

- c) **Notice to Users.** You acknowledge receipt of the Notice to Users of Consumer Reports at: <https://www.giact.com/wp-content/uploads/2018/04/FCRANoticeToUsers.pdf>
- d) **Non-FCRA-Related Services.** Participant certifies that because the information provided in the Identify Consumer and Business, CustomerID, and ESI Services is not consumer report information, Participant will not request or use these Services as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, employment purposes, tenant screening, or for any other purpose authorized under the FCRA or similar state or local statute, rules or regulations.
- e) **Gramm-Leach-Bliley Act ("GLBA")-Related Products (Identify Consumer, CustomerID).**
 - (i) **Permissible Purpose and Use.** Participant certifies that it will order and use Identify Consumer and CustomerID reports in connection with the following use involving the subject of the report and for no other use: To use in the ordinary course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

VI. HEALTHCARE SERVICES

The following additional terms and conditions apply to our Healthcare Services ("Services").

Your Duties as a Client

You represent and warrant that by entering into and engaging in the activities contemplated by this Agreement, including the Documentation, you are not in violation of and will not be violating any agreements with third parties, including but not limited to, contracts with payers and/or consents and directives of patients, or any federal or state laws. You agree to comply with all applicable federal and state law regarding the privacy of health information, including but not limited to, the provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended from time to time ("HIPAA"). You understand and agree that, as necessary for the delivery of the Services, we and our contractors and agents may have access to and use of Protected Health Information, as that term is defined in HIPAA, which is transmitted or otherwise made available to us. You represent and warrant that you have, and will continue to have, the authority to allow us and our contractors and agents to have access to and use of such Protected Health Information.

Authorization for Enrollment

For applicable Services, you authorize us (and our contractors) to enroll you for Electronic Remittance Advice ("**ERA**") direct 835 and/or Electronic Funds Transfer ("**EFT**") with the payers you select. EFT enrollments require you to obtain a Universal Payment Identification Code (UPIC). For payers that enroll via a web-based portal, we will provide you with detailed instructions on the method of completing the process for your requested transaction set. Based on your instructions, we will contact the payers and complete each payer's certification (transaction testing) process, (if applicable), on your behalf. You authorize us to access your information, (including account information), held by said payers as necessary to perform the applicable Service(s). You agree to cooperate with us by providing to us any enrollment information required by the payers and by providing appropriate authorized signatures as required by the payers. In addition to your other indemnification obligations under this Agreement, you agree to indemnify us against,

and to release us from, any liability related to payer enrollment, payer certification, and such authorized use of your information with said payer(s).

Healthcare Transactions

Certain services described below involve EDI transactions in the X12 format established by The Accredited Standards Committee ("ASC"), chartered by the American National Standards Institute. These transactions are defined as follows:

- ❖ "837" – ASC X12 837 (Healthcare Claims Submission)
- ❖ "835" – ASC X12 835 (Healthcare Claim Payment / Remittance Advice)
- ❖ "276" – ASC X12 276 (Healthcare Claims Status Request)
- ❖ "277" – ASC X12 277 (Healthcare Claims Status Response)
- ❖ "278" – ASC X12 278 (Healthcare Services Review Request and Response)

Transmissions

As to software, equipment, and services associated with each party's performance under this Agreement, you and we agree to reasonably cooperate with each other in order to provide support services sufficient to meet the requirements for transmissions. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related matter. You and we agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall, at no professional service charge to the other, perform consultation on the design and implementation of the connection to the other party and test the connection prior to validating it. The receiving party shall, if feasible, notify the originating party as soon as it determines that any transmission is received in an unintelligible or garbled form. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a reasonable time of the existence of any condition which might have an adverse effect on the parties' abilities to send or process transmissions. Nothing in this Agreement shall require a party to disclose to the other party any process, method or other information that is a trade secret or confidential or proprietary. You and we will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, transmissions.

You are responsible for purchasing, selecting and maintaining the hardware, software or other technology you use to send data feeds to us or to access the Services. You agree that we will not be responsible for the installation specifications, (including cabling, power, space, etc.), the installation, or the operation, maintenance or technical support of any third party product.

We will not be responsible for any delay, misdirection of information, or other error in data caused by or based upon the information provided to us by you. The Services do not alter any obligation you may have to maintain records of your transactions.

Termination; Liquidated Damages

Either you or we may terminate a Service as provided elsewhere in this Agreement. If, however, you terminate the Service before you have used it for twelve (12) consecutive months for any reason other than our failure to reasonably perform our obligations hereunder, you will pay to us, as liquidated damages and not as a penalty, an amount equal to sixty percent (60%) of our average monthly billings to you for the Service multiplied by the number of months remaining until the end of the 12-month period.

A. 837 CLAIMS SUBMISSION

This Service enables you to submit 837 claims for healthcare services ("**837 Claims**") to payers. Additionally, you will be able to edit submitted claims, and access reports of previously submitted claims. You will transmit claims to us in the standard electronic 837 format or mutually agreed upon non-standard format, using a schedule and transmission protocols mutually agreed upon by you and us.

You acknowledge and agree that we will check 837 Claims against rules provided by you and your payers, and that we may reject any 837 Claim that does not comply with such rules. You may then use the information provided by this Service to correct the 837 Claim for final submission to the payer. We will make available by electronic means notice of rejected 837 Claims that you have submitted via this Service.

Your Duties as a Client

You agree that the accuracy and completeness of the information you submit to us via this Service, including but not limited to all 837 Claims data, is your sole responsibility. You are responsible for using this Service to verify the accuracy and completeness of all 837 Claims before they are submitted to payers. We agree to make modifications to the data, to correct its accuracy, and implement edits pursuant to your written instructions. We make no representation or warranty about the validity of such a change, or its compliance with payer rules or with any applicable law. Although this Service includes logic to check for potential duplicates of 837 Claims you have submitted to this Service previously, you agree that you are solely responsible for ensuring that 837 Claims you submit via this Service are not duplicates.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us against, and to release us from, any liability or loss related to (i) our authorized use of your payer accounts; (ii) modifications that we make to 837 Claims in accordance with this Agreement; (iii) any changes you make to 837 Claims; (iv) any duplicate or false 837 Claims; (v) the performance of this Service on your behalf, or (vi) a claim by any payer related to incomplete or inaccurate data.

B. DIRECT 835 SERVICE (STANDARD SERVICE)

This Service enables you to receive electronic healthcare remittance information from insurance payers in the 835 format and to have electronic remittance files matched with their associated payments. We will notify you if we detect that a file is not in the required format or does not contain the minimum required data elements. We will not alter the content of files, or otherwise change the information sent by the payer. We will transmit files to you using a mutually agreeable secure transmission method. The payers are responsible for the accuracy of the information we transmit to you.

Optional Reassociation

If you have elected to have us match electronic remittances with their associated payments automatically, we will perform the following additional processes. When electronic remittances and payments are received, if the payer has provided sufficient information to enable an automated match, then we will match the associated remittances and payments. If no match can be made when a file is received, we will warehouse unmatched remittance files, pending receipt of the associated payment, according to your instructions. Matched remittance files will be transmitted to you for posting to your patient billing system. We will present reports to you on your matched and unmatched files via the PNC Healthcare module on PINACLE.

C. DIRECT 835 SERVICE (SYSTEM CONVERSION SERVICE ONLY)

This Service enables you to send us a file copy of your electronic healthcare remittance information from insurance payers in the 835 format, and receive back that information in separate files by patient accounting system. The file copy must come directly from you and not your primary clearinghouse. You will use the file naming convention designated by us for this purpose. We will split the original file copy based on your instructions, rebalance the files, and provide a report

through **"PNC Healthcare Advantage"** to assist with reconciliation of the split 835 files to your bank deposits. The file splitting process may periodically result in a negative transaction dollar amount (BPR02), which we address by placing a "D" in the Credit/Debit Flag Code (BPR03). We will notify you if we detect that a file is not in the required format or does not contain the minimum required data elements. We will not alter the claim content of your files. We will transmit files to you using a mutually agreeable secure transmission method.

Prior to implementation, a complete list of your group (billing) Tax IDs/NPIs as well as payers/payer IDs that you use for claims submission are required. Your payer list will be reviewed and approved by us at the time of initiation. We reserve the right to exclude a payer from this service under certain conditions. If you suspect remittance information is missing from the 835 file we send to you, you must first confirm that the information was included in the file copy provided to us before initiating a request for research with our Product Client Services team.

Reassociation is not available with this Service.

D. IOCR ADVANTAGE SERVICE

This Service permits you to (i) receive paper healthcare remittance advices via PNC's national lockbox network, (ii) have information contained on those remittance advices converted to electronic form via an Intelligent Optical Character Recognition ("**IOCR**") process, and (iii) then have that information delivered to you, or at your direction to a third party, via data transmission in the 835 electronic remittance advice format. In order to use this Service, you must provide us with claim information in the 837 or other electronic format. Information lifted from images of the paper remittance documents will be compared to claim information provided by you and information from the original claim may be used to supplement or repair information lifted from the paper remittance documents, according to your instructions. We will perform data mapping and reformatting to translate information lifted from the paper documents, and to deliver remittance information, based upon business rules specified by you. As part of this Service, images of the original paper remittance documents will be indexed and stored, and they will be available for viewing via the Web for a specified period. We will use commercially reasonable efforts to perform this Service as described above. You understand that the IOCR process is not error free and the success of the conversion may be affected by factors beyond our control such as, but not limited to, whether the paper has watermarks or is otherwise obscured.

E. REVENUE CYCLE AUTOMATION

This Service enables you to automate the work flow and management of the revenue cycle by providing tools that will improve transparency into data quality problems at registration and throughout the entire revenue cycle. The service consists of five optional modules described in more detail below: (i) Access Guardian; (ii) Patient Estimator; and (iii) Denial Challenger.

Depending on the service module(s) selected, you will be responsible for granting us access to your active Admit, Discharge and Transfer ("**ADT**") Health Level 7 International ("**HL7**") interface. You will send us the 835 Remittance and 837 Claim EDI transactions, as well as other manually-posted payment, denial, and adjustment transaction data in a mutually agreed upon format. You will enable us to process 270 Eligibility, 276 Claim Status, and 278 Authorization EDI transactions on your behalf. If you fail to provide us with access to the data required for the module(s) selected, this will prevent us from automating your workflow and managing your revenue cycle.

Access Guardian

Access Guardian provides a rules-based workflow platform to help you reduce denials by augmenting your Patient Access and Registration systems and processes. This module processes HL7 data messages by first extracting all insurance and eligibility related fields, and then uses an eligibility "**watch process**" to verify the eligibility for all insurance coverage associated with the visit for all payers set up within the Service. The process includes a number of steps, including applying business rule edits to the HL7 data and the 271 response. If these edits find any discrepancies, an alert will be sent to

users designated by you. This module also processes authorization-related HL7 data, including 278 transactions by using customizable rules to determine if authorizations are required by the relevant payer. There are several optional components of Access Guardian that can be purchased based on your specific revenue cycle business needs, including:

- **Data Quality Assurance (QA)** - Processes Quality Assurance edits related to HL7 registration data to confirm all data has been obtained and entered, which helps to prevent claim denials.
- **Automated Eligibility Management** - Processes HL7 data messages, extracting all insurance and eligibility related fields, and creates an eligibility 'watch process' that controls the eligibility verification process for all the insurance coverage associated with the visit. The rules engine applies various business edits against the HL7 data and the payer eligibility (271) response and alerts the user.
- **Authorization Management** - Processes authorization-related information related to the HL7 data, and uses business rules to analyze whether authorizations are required for that particular service. The rules engine uses 278 EDI transactions where supported by the payer or Web harvesting technology to query the payer.
- **Self-Pay Insurance Locator** - Sends an eligibility check to the patient's designated payers, which accept the eligibility inquiry with only patient demographic information. This can include Medicaid, Medicare and other payers. When coverage is detected, the alert displays "Not Self Pay. Patient may have other coverage" and the user can then update the registration data with insurance information

Patient Estimator

Patient Estimator provides an estimate of the expected out of pocket patient financial responsibility for charges, deductibles and coinsurance. The rules engine uses various data sources including historical claim submissions (837) and claim remittance (835) data, and real time analytical processing of HL7 data and 271 responses. This module also extracts the copay amount from the 271 response. There are two components of Patient Estimator that can be purchased based on your specific revenue cycle business needs:

- **Copay Management** - Extracts the copay amount owed by the patient from the 271 response.
- **Full Patient Responsibility** - Provides an estimate of patient financial responsibility amount based on HL7 data and the 271 responses.

The estimates provided when using the Patient Estimator module are an estimate of the patient's expected out of pocket responsibility after payment by the insurance carrier; we do not guarantee the accuracy of such estimate. You agree and understand that the patient responsibility amount ultimately reflected on the 835 from the payer may be different from the estimate.

Denial Challenger

Denial Challenger is an analytical and workflow application that uses automation to manage post-submission claims and payer responses. The rules engine uses various data sources including standard claim submission (837), remittance data (835), and claim status transactions (276/277), to proactively evaluate issues that arise regarding specific claims. There are several optional components of Denial Challenger that can be purchased based on your specific revenue cycle business needs:

- **Denial Eligibility** - Denial Challenger sends and receives eligibility (270/271) transactions to assist you with follow-up on Eligibility and Coordination of Benefits denials. The Denial Challenger rules engine uses the information received in the claim submission (837) and claim remittance (835) transactions to identify when to create an eligibility (270) request. This works in conjunction with the claim management feature.
- **Denial Pre-Adjudication Claim Status** - Denial Challenger helps you manage the life cycle of claims sent to a payer from the time this module receives a claim submission (837) transaction until the claim remittance (835) is received. For each general acknowledgement (999) and payer claim status (277) transaction, it analyzes the data within each transaction and generates specific alerts for each transaction that shows an issue and routes the alert to the designated users' dashboards.

Denial Claim Management - Denial Management helps you manage the life cycle of payer rejections to a submitted claim (837) in the event that a full payer remittance (835) denial transaction is received or if a payment and adjustment with a rejection code (manual transactions) is received. It provides a standard set of claim disposition codes so that the user can track the steps and progress of rejected claims up to final resolution of each claim.

Your Duties as a Client (Access Guardian, Patient Estimator and Denial Challenger)

You agree that it is your responsibility to transmit and receive EDI transactions to and from payers, except to the extent that we have agreed to send and receive EDI transactions for purposes of performing under the Services Agreement (i.e., 835, 837, 270, 271, 276 etc.), and provide access to HL7 data and data from EDI transactions necessary for us to perform under the Service Agreement and these Terms and Conditions. We make no representation or warranty about the validity of any information submitted to us or generated by us using such information. In addition to your other indemnification obligations under this Agreement, you agree to indemnify us from any loss or liability related to (i) any claim resulting from any inaccurate or incomplete data provided by you or the relevant payer to us; and (ii) the performance of the Service on your behalf.

You agree that you or the relevant payers are solely responsible for the accuracy of the data used by the service(s). You agree that you are solely responsible for any action that you take or do not take based on the alerts, estimates, reports, authorization information, work lists and work flows generated using the Service(s), and we will not be held liable for such actions. You agree that you are responsible for the original established business rules and subsequently created business rules, and any modifications, additions or deletions of these business rules, and we will not be held liable for any damages you incur as a result of these modifications, additions or deletions. Also, you agree that the purpose of this product is to assist you in automating your work flow and managing your revenue cycle.

- **Authentication.** You may conduct your own authentication of users for Access Guardian, Patient Estimator and Denial Challenger (instead of having us do so). In addition to your other indemnification obligations under this Agreement, you agree to indemnify us against, and to release us from, any liability or loss related to any breaches or unauthorized access related to your authentication of users.

Payment Terms and Conditions (All Modules)

- **Fees:** A fee schedule will be provided to you.
- **Payment Terms and Conditions:** Application/Service Module Implementation Fees (per module) are due as follows: (1) 50% upon work order execution; and (ii) 50% upon activation.

Additional Implementation Fees will be due 50% upon work order execution and 50% upon complementation (per module, where applicable).

Subscription Fees (where applicable) will be billed monthly in advance, beginning with activation. The monthly subscription is based on the collective "Net Patient Revenue Tier" of the hospitals using Revenue Cycle Automation.

- a) **"Access Guardian Module Activation"** is defined as activation of the first interface (HL7 or other format) associated with the execution of a quality assurance audit process that executes one or more pre-defined knowledge rules and displaying alerts in an Access Guardian dashboard.
- b) **"Patient Estimator Module Activation"** is defined as Subscriber Users Live on our Application system loaded with a minimum of 2 payers and available to generate patient responsibility estimations.
- c) **"Denial Challenger Module Activation"** is defined as Users Live on our Application system loaded with 2 payers and available to work for claims follow up.

Transactions fees will be billed the following month they occurred, including tests transactions, and transactions that are rejected by the payer for different reasons.

Termination; Liquidated Damages (All Modules)

Either you or we may terminate this Service, (or one of the modules listed above), or the Service Agreement as stated in the Service Agreement. However, in lieu of the liquidated damages specified in the General Terms and Conditions for Healthcare Services, if you terminate this Service, (or one of the modules listed above), or the Service Agreement before the end of thirty-six (36) months from when you begin to use the Service, for any reason other than our failure to reasonably perform our obligations hereunder, then you agree to pay to us, as liquidated damages and not as a penalty, an amount equal to the remainder of the thirty-six (36) month subscription fee for this Service (or the relevant module(s) thereof).

F. PATIENT SELF-SERVICE

The Patient Self-Service solution set includes, but are not limited to, the following modules: (i) Pre-Registration; (ii) On-Site Registration; (iii) Kiosks and Tablets; (iv) Patient Record Secure Communications; and (v) staff-facing Dashboards and Display Screens. Single sign on capabilities are available to create a seamless patient experience with other portals. Highlights of each module are provided below.

Pre Registration

This module allows multi-channel interaction for consumers/patients to: request an appointment or service; update demographic, insurance and other personal information; complete questionnaires and sign forms; make a payment and , obtain a barcode 'boarding pass' to automate onsite check-in. The patient has the choice to print or display the barcode boarding pass on his/her mobile device. The following details the functionality of Pre-Registration.

- Invitation to pre-register for scheduled appointments and services
- Appointment request
- Demographics verification and ability to update
- Insurance coverage/plan verification and ability to update
- Consent and privacy form to review and sign
- Online bill payment
- Document upload: ID card, doctor referrals/orders, insurance cards
- Barcode check-in
- Appointment reminders
- Amount due/outstanding bill reminders
- Branding and customization
- Questionnaires and Forms based on appointment type
- Directional maps to the facility

On-Site Registration

This module allows the patient to complete Pre-Registration and certain Registration requirements at your facility using an approved connected device or purchased Hardware. In addition to Pre-Registration functions, patients are able to check-in by scanning their Pre-Registration barcode 'boarding pass'; scan their insurance card, or other forms of identification; authenticate themselves using biometric palm-vein scanning (if purchased); and/or make point-of-service (POS) payments with a credit card or other payment card using approved hardware (purchased separately) or at staff assisted point of service. On-Site Registration also allows you to supply the consumer/patient with important information while on-site, such as text based way-finding notices regarding items requiring attention, such as consent forms to be signed, or an outstanding balance due; as well as wait time/queue status. This module can also help improve patient flow management. Patients receive a number after the appointment check-in and wait to be called by staff. Visual displays in the waiting room allow staff to summon patients with visual audio number-calling capabilities. The following details the functionality of On-Site Registration.

- Patient check-in
- Patient demographics, insurance review and ability to update request
- Forms management for review and electronic acceptance

- Scanning bar code/ID card
- Present balance due
- Make point-of-service (POS) payments with a credit card or other payment card using approved hardware (purchased separately) or at staff assisted point of service
- Multiple languages (English and Spanish)
- Questionnaires and Forms
- PULSE™: real-time kiosk and display hardware performance monitoring system for support staff
- Reporting
- Patient Flow Management

Onsite Text Messaging

Onsite Text Messaging is an additional feature that offers patients the opportunity during the on-site check in process to opt in to receive text messages (e.g.; updates on current appointment, wait times, onsite directions) for that particular appointment. The patient must opt in for text messaging with two levels of authentication (including receiving a code via text to use to opt-in). You must develop text language guidelines so that the patient knows that these text messages are coming from your staff or facility. For example, you would use facility or staff member identifiers within the text message subject line or body. If a patient texts back STOP during the appointment, no further texts may be sent. If a patient decides not to opt in, this will apply only to his/her current appointment. It is your responsibility to comply with any Telephone Consumer Protection Act requirements regarding this and any other texting programs you use in your organization (for example; prescription notifications, other wait time notifications, etc.)

Biometric Patient Authentication

This capability is an additional module that may be added to the kiosk hardware (via a purchase order with Vecna Technologies Inc. ("Vecna")) to enable patients to check-in and authenticate with the swipe of their palm.

Reports and Dashboards

This module gives your staff and management team access to pre-built reports as well as the ability to create custom reports and dashboards for streamlined performance visibility.

- Pre-built reports
- Custom workflow reports (available for an additional fee)
- Business intelligence and data warehouse (available for an additional fee)

Support and System Availability

Support is available 7 days per week, 24 hours per day with downtime as necessary for security and application updates. Reported errors will receive priority routing and escalation, depending on the severity of the issue. You can report errors to our Support Desk via email, phone or Salesforce.com.

Your Duties as the Customer

You agree to provide us with your policies and procedures applicable to your patients and the Services purchased, including but not limited to payment practices, fees, and appointment scheduling/cancelation. All changes or updates to these policies and procedures must be provided to us based on the established implementation project schedule. This is required to allow us the time necessary for us to update the patient-facing portions of the Services impacted by the changes you have made to policies and procedures.

You acknowledge that you are responsible for developing the content for all digital forms for collection of medical conditions, symptoms, and related information from the patient during Pre-Registration or Registration, including the questions, format and purpose of usage, and any language translation (if needed). You also will work with us to meet your defined requirements such as workflow, business rules, and branding of patient facing screens according to the implementation project plan.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us from any loss or liability related your policies and procedures, forms, translations, other specific content provided by you to us, as well as any communications between your staff and patients that take place via this Service.

You will commit resources, complete site preparation and meet the responsibilities, dependencies, and deliverable dates as identified in the mutually developed and agreed upon implementation project schedule. Any delays on your part (including delays caused by lack of completed site preparation or failure to meet any responsibilities specified herein) are likely to result in revised implementation project plan dates. We will provide written notice to you in the event that you miss a key milestone deliverable or other project plan defined responsibility as defined in the implementation project plan. If a delay caused by you results in significant additional work for us, you will be billed at our time and materials rates, plus expenses.

We shall not be held responsible for delays caused by your resources not being available, incomplete site preparation, or inability to meet responsibilities as specified herein. Such delays could result in work being stopped and our resources being reassigned to other engagements until you have corrected the situation. Once this happens, we will assign a team and create a new implementation project schedule. Such delays may result in the project being placed in the next available segment of our deployment queue and may result in delays in the original project schedule. If delays result in additional work on our part, you will be billed at our time and materials rates, plus expenses. Any additional costs incurred by you as a result of delays shall be your sole responsibility.

Should you require us to perform services outside of normal business hours, unless otherwise planned for and agreed to in writing, the services shall be performed and billed on a time and materials basis at our prevailing labor rates.

Your network architecture design shall not change between the date you submit the work order for the Services and the completion of all Services contemplated herein. Any additional work performed by us due to changes to your network architecture shall be performed and billed on a time and materials basis at our prevailing labor rates.

You are responsible for any facility issues that may arise (i.e., bad or incorrect cabling, not meeting cable plant, environmental or power specifications, VPN connectivity to our hosting facility etc.) and you will correct any issues as quickly as possible.

Some data that exists in your systems, (e.g. current patient data, historical or future appointment data), may need to be delivered to and populated into our Patient Self Service solution to enable full functionality of the Service. Typically this data can be sent over the integration pathways already included in this implementation. If such re-sending of data is not possible for you, we will need to develop separate custom import tools based on your capabilities. In such cases, you will be billed on a time and materials basis at our prevailing labor rates.

Integrations

The Patient Self-Service solution integrates with the following standards: SIU, HL7 ADT, billing (HL7, web-services, or flat files), document management (sftp), insurance eligibility (X12, ED270-271), payment processor (web-services), payment estimation (if not our service) (HL7 or web-services), and clinical interfaces (HL7 CCD). The level of functionality desired by you will define the interface requirements. Our implementation approach requires that you will provide technical resources to meet our HL7 specifications for the integrations and that your resources will be available to complete the integrations through User Acceptance Testing ("**UAT**") during the designated time period in the implementation project plan. You shall also be responsible for ensuring that your Third Party vendor(s) will make available any necessary resources to assist in the integration(s) at the time designated in the implementation project plan. Alternatively, if you choose to have us develop the necessary modifications to meet our HL7 or web services specifications, you will pay us time and materials at our prevailing labor rates to develop the necessary modifications in addition to the separate fee schedule that will be provided to you. You will be required to have the appropriate Third Party vendor resources available to complete all aspects of the integration from planning through UAT during the designated timeframes. If you are unsuccessful in getting the 3rd party vendor(s) and or resources necessary to complete the integrations in the designated timeframes, we will stop work. There may be additional charges to resume work and

delays to the implementation project plan. At such time as your resources become available, we will work with these resources to revise and recast the implementation project plan.

VPN Connectivity

We require use of VPN connectivity to communicate with you for Support/Maintenance of Service operations. We and you agree that you will be responsible for the setup of the VPN on your side, and we will be responsible for setting up the VPN connectivity on our side. We will provide up to eight (8) hours of system engineering support to set up and configure the VPN connection. After eight (8) hours, support will be provided on a time and materials basis. VPN hardware and/or software must be current with active VPN vendor support. Our engineers will not be able to set up or configure any VPN hardware or software that has reached end of life as defined by the VPN vendor.

Authentication

You may conduct your own authentication (instead of having us do so). In addition to your other indemnification obligations under this Agreement, you agree to indemnify us against, and to release us from, any liability or loss related to any breaches or unauthorized access related to your authentication of users.

Support and Services Not Covered

The following support and/or services are **not** covered:

- Support or replacement of Service that is altered, modified, mishandled, destroyed, or damaged by natural causes or damaged due to a negligent or willful act or omission by you or use by you other than as specified in the applicable documentation.
- Services or software required for a software problem resolution caused by you, including, but not limited to changes to your network, system(s), changes to your third-party product(s) and system(s) or any unforeseen circumstances. Resolution of software problem(s) caused by you shall be billed on a time and materials basis at our prevailing labor rates.
- Any additional network audit, network assessment, network design, consulting, and/or training services.

Hardware Orders

On-Site Registration (including automated check-in), Biometric Authentication, and Patient Flow Management require the purchase of kiosks, tablets, palm scanners and displays from Vecna. You agree to purchase all Hardware directly from Vecna or a Vecna-approved hardware vendor. We will apprise Vecna of your interest and share applicable project delivery dates with Vecna. The project implementation plan mutually developed and agreed upon between you and we will include the lead time required for you to acquire hardware.

Termination; Liquidated Damages

Either you or we may terminate this Service or the Agreement as stated in the Agreement. If you terminate this Service before the end of thirty-six (36) months from when you began to use the Service, for any reason other than our failure to reasonably perform our obligations, then you agree to pay to us, as liquidated damages and not as a penalty, an amount equal to the remainder of the thirty-six (36) month subscription fee for this Service.

Ownership

This Service contains valuable intellectual property rights and are propriety to us and our licensors, including but not limited to Vecna, and title thereto remains with us and our licensors. You do not acquire any rights, express or implied, in this Service or any third party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with us or our licensors.

Fees

A fee schedule will be provided to you.

Payment Terms and Conditions

Module Implementation Fees are due 50% upon the work order execution and 50% upon Go Live (per module) along with the monthly subscription fee. **"Go Live"** is defined as having activated the solution and you are using the solution and Hardware in a production environment. Activation requires testing and acceptance by you.

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TREASURY MANAGEMENT SERVICES AUTHORIZATION AND AGREEMENT

Introduction

This Treasury Management Services Authorization and Agreement (the "Authorization") will govern certain treasury management services that PNC Bank, National Association ("PNC") will provide to the Customer. For the purposes of this Authorization, the term Customer shall include (i) each and every Subsidiary listed in Part A of the Attachments to the Customer's Master Resolution and Authorization for Depository Accounts and Treasury Management Services and (ii) every organization listed below.

Authorization and Agreement

The Customer hereby acknowledges receipt of and agrees to be legally bound by the Treasury Management Services Comprehensive Agreement (version July 2021) (as amended, modified or supplemented from time to time, the "Comprehensive Agreement"). Capitalized terms used but not defined in this Authorization have the meanings given to them in the Comprehensive Agreement. At PNC's option, electronic records and signatures may be used in connection with this Authorization and the Comprehensive Agreement. See the Comprehensive Agreement for details. Notices may also be provided electronically in accordance with the terms of the Comprehensive Agreement.

Customer Information

The following address will be used by PNC for giving Customer notices under the Comprehensive Agreement. Please type if feasible.

Customer's Legal Name:		
Street Address:		
City:	State:	Zip:
Mailing Address:		
City:	State:	Zip:
Telephone: ()		Facsimile: ()

By signing below, I/we represent and warrant to PNC that I/we have authority to bind the Customer to this Authorization and the Comprehensive Agreement.

CUSTOMER NAME:

(Signature of Authorized Representative)

Signer Name:

Signer Title:

Signing Date:

Please retain a copy of this Authorization for your records.





Account Agreement for Business Accounts

Effective: May 2020

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).

CERTIFICATION OF BENEFICIAL OWNERS AND OTHER ADDITIONAL INFORMATION

You agree that the information in the Certification of Beneficial Owner(s) (individually and collectively, the "**Certification of Beneficial Owners**") executed and delivered to the Bank in connection with opening any Account(s), as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date thereof and as of the date any such update is delivered. You agree to provide: (i) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to the Bank, as and when requested by the Bank; (ii) a new Certification of Beneficial Owners in form and substance acceptable to the Bank when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to the Bank have changed; and (iii) such other information and documentation as may reasonably be requested by the Bank from time to time for purposes of compliance by the Bank with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Bank to comply therewith.

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, which is payable to someone other than you or, in our sole discretion, 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 which 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 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 charge 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 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 or for any other fund transfer, we may notify you of the credit on your next regular Account statement.

If we credit your Account for an automated clearinghouse credit 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 is 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 expressed 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.

REAL TIME PAYMENTS

The rules that govern The Clearing House's Real-Time Payments (RTP) network apply to RTP payments. RTP payments should be used only by persons that are residents or otherwise domiciled in the United States, and their accounts are located in the United States. You agree not to effectuate or receive a RTP payment on behalf of any person that is not a resident or otherwise domiciled in the United States.

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 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 ledgered available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) in paying some but not all of the items, and (ii) to pay the items in any order. Our general practice is to post withdrawals from your Account according to the date and time we receive 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, then in order of the largest-to-smallest dollar item. 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 the 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 charge, 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 to your Account, and (2) all 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 Check 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, STALE DATED (OLDER THAN SIX 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 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 more than one person, (b) have specified that the authorized signer 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 any resolution or certificate or in 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.

MULTI CURRENCY ACCOUNTS

You may, in accordance with our policies and procedures, have an account that is denominated in a foreign currency (a "multicurrency account"). Depending upon how you will use your multicurrency account, it may be maintained with us in the United States or at our branch in Nassau, Bahamas. Generally, deposits and withdrawals may be made to and from multicurrency accounts only by wire transfer, or by such other means as we may permit from time to time in our sole discretion. If you have a multicurrency account with our branch in Nassau, Bahamas, balances in the account must at all times be at least equal to U.S. \$100,000, or its equivalent in the applicable foreign currency, in order to earn interest. Funds in an account at PNC's Bank's Nassau, Bahamas branch are not deposits for purposes of FDIC insurance coverage and depositor preference purposes. As a result, your funds in such accounts are not insured or guaranteed by the FDIC or by the U.S. Government. In the event of the failure of PNC Bank, the funds in your account at PNC Bank's Nassau, Bahamas branch would be treated as unsecured, nondeposit liabilities, and you would be a general unsecured creditor of the Bank. Such account will be maintained with the Bank's Nassau, Bahamas branch and payment thereof may be demanded only at that office.

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 that:

- 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 the facsimile signature is counterfeit.
- You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

TRANSACTION LIMITATIONS

If you have a Money Market Deposit Account, in accordance with federal regulations, 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.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashier's checks, official checks or other cash equivalent items. We must receive your stop payment order at a time in a manner that gives 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, which may include:

- 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 Check 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. At least one (1) transaction must have previously posted.

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, which may include

- 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 which 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, 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 return 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 presentation 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 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 cashletter 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, please ask in any branch office or telephone your PNC Bank representative or the information number shown on your statement.

We reserve the right to calculate interest for those interest-bearing Accounts which 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 interest-bearing 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

Checking accounts each consist of two sub-accounts – a non-interest 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 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 by pay withdrawals. We reserve the right to require at least seven 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.

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.

SPECIAL ERISA DISCLOSURE

If your account is held on behalf of a "pension plan" within the meaning of section 3(2)(A) of the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), you represent that (a) you are a responsible plan fiduciary within the meaning of ERISA and its regulations with respect to the plan, (b) you are authorized under the terms and provisions of the governing plan documents to enter into this Agreement and to retain us to perform the services contemplated herein, (c) you have received and reviewed our ERISA section 408(b)(2) disclosure document (available at www.pnc.com/408b2) describing the services we provide and the compensation we receive with respect to this Agreement, (d) you have determined that the arrangement for services and any fees paid to us are reasonable, and the services provided by us pursuant to this Agreement are appropriate and helpful to the plan, and that (e) you have received all necessary disclosures regarding such fees, as required by, and in accordance with, applicable regulations promulgated under ERISA section 408(b)(2).

RULE 370 NOTIFICATION REQUIREMENTS

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), and those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). If we determine that this Account has transactional features as defined in § 370.2(j) of the FDIC's Rules and Regulations at https://www.fdic.gov/regulations/laws/rules/2000-9200.html#fdic2000_part370.2, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event we fail. In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC to demonstrate eligibility for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon our failure. You must be able to provide this information within 24 hours after the appointment of the FDIC as receiver in order to receive payment for the insured

amount of pass-through deposit insurance coverage as soon as possible. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of our failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of our failure. As soon as the FDIC is appointed, a hold may be placed on your Account so that the FDIC can conduct the deposit insurance determination; that hold 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 Account. If you do not provide the required data, your Account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section.

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. IF YOU FAIL TO NOTIFY US, WITHIN 14 DAYS OF RECEIPT OR AVAILABILITY OF THE STATEMENT OR OTHER WRITTEN OR ELECTRONIC REPORT OF YOUR ACCOUNT TRANSACTIONS, OF ANY PROBLEM OR DISCREPANCY THAT APPEARS ON THE STATEMENT OR REPORT, SUCH AS AN UNAUTHORIZED TRANSACTION OR THE FORGERY OR ALTERATION OF ANY ITEM CHARGED TO YOUR ACCOUNT, WE SHALL HAVE NO LIABILITY TO YOU FOR ANY ADDITIONAL LOSS, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF INTEREST RESULTING FROM YOUR FAILURE TO NOTIFY US. IN NO EVENT WILL WE BE LIABLE FOR ANY UNAUTHORIZED TRANSACTION OR ANY FORGERY, UNAUTHORIZED SIGNATURE OR ALTERATION OF AN ITEM ON YOUR ACCOUNT THAT IS NOT BROUGHT TO OUR ATTENTION WITHIN 90 DAYS OF THE DATE ON WHICH YOUR STATEMENT OR REPORT WAS RECEIVED OR MADE AVAILABLE TO YOU. 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.

Please notify us in writing of any change in your address. If your statement is returned to us, we will 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.

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 six 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 or more months, it will be subject to any new fees or fee increases which go into effect during the period of inactivity.

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 while we investigate the claim or until ownership of the funds is established to our satisfaction.

MONEY OWED

Except to the extent otherwise agreed with 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.

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.

CHANGE IN ACCOUNT INFORMATION

You should notify us immediately of any change in the officers of your business or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective. You should also notify us in writing of any change in your address.

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 our 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 charge, 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, and 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.

If funds in your Account are attached, garnished or levied against, or if we are prohibited by law from paying on your Account, we may assess a legal process charge. We will debit your Account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your Account balance and cause 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 our 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 and without prior notice. If we close the Account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the Account is closed.

AFFILIATE SHARING; CO-OPERATION; CALL RECORDING; AND CONSENT FOR SERVICE CALL 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 our account has been opened, your name, address, account number(s), 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 which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your Account.

You consent that any phone call with us may be monitored or recorded by us.

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 an authorized signer, 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 sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

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 from time to time, including the right to convert your Account from one product to another. Where, practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an amendment to the last address which you have specified for your Account, or notify you otherwise as required or permitted by law.

Any waiver by us of any term or condition stated in this Agreement must be in writing and signed by a Bank officer and shall not be considered a waiver of any other or future obligation or right.

SEVERABILITY

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

This Agreement is governed by the laws and regulations of the state in which the branch office where you opened your Account is located. If your Account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have a branch office located in your state of residence, and your Account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania. This Agreement is also at all times governed by the laws and regulations of the United States of America.

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 which 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 the following
 - (i) PNC Bank Business Check Card – a full function debit card that allows deposits, withdrawals, funds transfers between accounts, and balance inquiries at automated teller machines as well as purchases at merchants where accepted; and/or
 - (ii) PNC Bank Deposit Card – a deposit only card that provides deposit access to your business checking and/or money market accounts at automated teller machines where deposits are accepted. This card does not permit withdrawals, funds transfer, balance inquiries or merchant purchase.
- (d) "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;
- (e) "PNC Bank" will mean the PNC depository institution where you established your account and that issued your card(s);
- (f) "Transfer" will mean any electronic banking transaction, including deposits made with your card(s), withdrawals of point-of-sale purchases made electronically with your Business Check Card, as well as all transfers resulting from the use of your Business Check Card even if an ATM is not involved at the time of the transaction; and
- (g) "You" and "your" will mean your business or its authorized representative.

II. TYPES OF AVAILABLE TRANSFER 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 of up to \$50,000 per calendar day to your accounts.
- (b) Other ATM Transactions. You may use your Business Check Card at any ATM bearing any ATM network logo that appears on your card to:
 - (i) Withdraw cash from your account(s);
 - (ii) Perform balance inquiries on your account(s);
 - (iii) Transfer funds between your accounts; and
 - (iv) Obtain statements at the ATM
- (c) Purchases. You may use your Business Check Card to make purchases at any Merchant who has agreed to accept the card.

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

The amounts of these maximum limits will be disclosed to you when your Business Check Card is issued. You may be able to withdraw cash using your Business Check 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 Business Check 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 Business Check Card for a Business Check Card transaction without your permission.

If your statement shows transfers using your Business Check Card for a Check Card transaction you did not authorize, tell us at once. If you do NOT tell us of unauthorized card transfers using your Business Check Card for a Check 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 Check 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 Business Check Card or account.

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

(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 checking account using your Business Check 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 insure 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 if:
 - 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 Business Check 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 Business Check Card, you, (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in our account.
- (e) You understand and agree that you may not place stop payment orders on any individual transaction originated by use of your Business Check Card. (You may, however, stop payment on preauthorized recurring transactions as explained on page 3.)
- (f) You may not be able to use your Business Check 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 our card;
 - (iii) you exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your 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 Business Check Card, notwithstanding the amount in our 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 and 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 governed by the laws and regulations of the state in which the branch office where you opened your account is located. If your Account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have a branch office in your state of residence, and your Account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania. This Agreement is also at all times governed by the laws and regulations of the United States of America.
- (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, acknowledgements 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.

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS:

Please contact your Banking Representative.

INTEREST PAYMENT AND BALANCE COMPUTATION

At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on our 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 principal in the account each day. 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 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 and credited monthly.

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

The average monthly balance is calculated by adding the principal 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.

PNC Bank, National Association
[City of Hollywood, Florida] RFP
Legal Exceptions

This Proposal is delivered by PNC Bank, National Association (“PNC”) in response to the RFP issued by [The City of Hollywood, Florida] (“Company”) for [Custody Services] (“Services”). This Proposal is the property of PNC and the information contained herein is confidential and business-sensitive. Except as otherwise required by applicable laws or regulations, neither this Proposal (either in whole or in part), nor information about PNC and its business activities provided in this document, is permitted to be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the express written permission of PNC. Notwithstanding the foregoing, you may, without PNC’s consent and only to the extent necessary for the evaluation of the Proposal documentation, disclose this Proposal or the information contained herein to third party contractors or agents that have executed with you confidentiality obligations that are equivalent in scope to, and no less restrictive with respect to protecting than, these terms and conditions.

This Proposal is not a contract or an offer to enter into a contract and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. Any binding agreement to accept or provide the Services will be subject to the parties entering a written agreement that will contain terms that are acceptable to the parties. PNC reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the Services or to choose not to provide some or all of the Services. The Company to which this Proposal is addressed is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

PNC proposes to use its standard documentation for the Services, which is included with the Proposal and is written for the specific Services that are the subject of the RFP. The standard documentation includes PNC’s form [Custody Agreement], attached hereto in the following pages. PNC will consider any requested changes to this documentation, including requests to include specific terms from the RFP and Proposal, and work to negotiate a mutually acceptable agreement. To the extent that the provisions of the RFP and Proposal are inconsistent with our standard documents, our standard documents will govern.

The material contained in this Proposal, which may be considered advertising, is for general information and reference purposes only and is not intended to provide or be construed as legal, tax, accounting, investment, financial or other professional advice on any matter. Use of our products and services is subject to various regulations and regulatory oversight. You should discuss this material with appropriate advisors in the context of your circumstances before agreeing to use any of the referenced products or services and make your own independent assessment as to whether the referenced products or services are appropriate or suitable for you. This material may not be comprehensive or up to date and there is no undertaking as to the accuracy, timeliness, completeness or fitness for a particular purpose of information given. PNC will not be responsible for updating any information contained within this material and opinions and information contained herein are subject to change without notice. PNC assumes no direct or consequential liability for any errors in or reliance upon this material.

We call to your attention in particular the following exceptions to the RFP:

Page 2, Term of the Contract. PNC will require the mutual right to terminate the contract on thirty (30) days’ written notice.

CUSTODY AGREEMENT FOR ENTITIES (INCLUDING TRUSTS)

Client Name



WELCOME TO PNC INSTITUTIONAL ASSET MANAGEMENT

We are pleased your organization has selected PNC Institutional Asset Management as its custodian. This document, the PNC Institutional Asset Management Custody Agreement, is the legal agreement that will govern the organization's relationship with PNC Institutional Asset Management. The **"Agreement"** is comprised of the Sections described below in the "Agreement Overview". Please carefully review the Agreement and contact the organization's PNC Institutional Asset Management Relationship Manager (**"Relationship Manager"**) with any questions. We look forward to serving as Custodian for the organization.

Agreement Overview

- **Frequently Used Defined Terms.**
- **Standard Terms & Conditions** (Sections 1-17).
- **Client Specific Information** (Sections 18-24). These sections include information provided to PNC Institutional Asset Management regarding the organization and memorialize certain elections made by the organization regarding the Account(s).
- **Client Signature Page.** The signature page for the Agreement is on page 16. Authorized Persons of the organization will have the option to execute this Agreement manually or electronically. In either case, a signature on this page indicates the Authorized Person is agreeing, on behalf of the organization, to all Sections and Appendices which comprise the Agreement.
- **Appendix I.** Appendix I contains a list of natural persons (Authorized Persons) who are authorized to give Instructions on behalf of Client and the contact information for Authorized Persons.
- **Appendix II.** This Appendix contains the Certification Regarding Beneficial Owners of Legal Entity Customers which must be completed by all clients. This Certification is required by federal law and the Account(s) may not be opened until Appendix II is completed. The purpose of this Certification is to help the U.S. government fight financial crime by requiring financial institutions, such as Custodian, to obtain, verify and record information about key individuals who ultimately own or control a legal entity customer.

Included with this Agreement is the PNC Institutional Asset Management Account Opening Information Guide (**"Guide"**), which includes additional terms applicable to some of the services provided by Custodian under this Agreement, as well as legal notices and disclosures Custodian is required to provide to clients at account opening.

FREQUENTLY USED DEFINED TERMS

Custodian. PNC Bank, National Association, a national banking association, providing services through its line of business known as PNC Institutional Asset Management.

Client. The organization named in Section 18 of this Agreement.

Authorized Person(s). Means the natural person(s) designated in Appendix I as an Authorized Person(s) with respect to the Account(s).

Custodian Agent. Parties engaged by Custodian, from time to time, to provide certain services to Custodian to facilitate Custodian's delivery of services under the Agreement.

Client Agent. One or more parties engaged directly by Client (including investment advisers and banks) and which Client designates as an Authorized Person with respect to the Account(s).

Account(s). One or more custody accounts established by Client with PNC Bank, National Association pursuant to the Agreement.

Assets. All securities, cash or other financial instruments, delivered by Client to, and received into the Account(s) by, Custodian or otherwise specifically identified in writing by Client and acknowledged by Custodian, including the proceeds of and earnings, if any, on such assets.

Instructions. All notices, instructions, directions, approvals, consents, revocations, terminations and similar communications given by an Authorized Person(s) to Custodian with respect to the Account(s).

1. Appointment of Custodian; Scope of Services.

a. Appointment of Custodian. Client appoints Custodian to provide the services described in this Agreement for the Account(s) and Custodian accepts the appointment. The Account(s) will consist of one or more accounts established by Custodian at Client's direction and will hold **(i)** Assets delivered by Client to Custodian for deposit into the Account(s) and which are accepted by Custodian, plus **(ii)** gains and other earnings on the investment, reinvestment, sale or other disposition of Assets, including dividends, interest and appreciation, less **(iii)** losses, depreciation or withdrawals.

b. Custody Services. Client authorizes Custodian to serve as custodian for the Account(s). Custodian will assume custody of Assets or place Assets with a sub-custodian or a national registered securities depository. Custodian will pay or deliver the Assets to Client upon written Instruction of an Authorized Person(s). Client understands and agrees that Custodian's custodial services are not fiduciary services. As custodian, Custodian may perform the following services for the Account(s):

- (i)** Effect and make settlement of purchases, sales and exchanges of Assets upon Instruction from an Authorized Person(s); take appropriate action with respect to tenders; record on the Account's records the purchase and sale of, pledge collateral or issue escrow receipts with respect to, options, futures contracts, options on futures contracts and other derivative securities; exercise any rights and options with respect to the Assets upon Instruction from an Authorized Person(s); and facilitate any securities lending arrangement to which Client is a party. Custodian will notify Client of calls, repayment option provisions, tenders, exchanges and rights offerings if it has received timely notice, by registered or certified mail, as holder of record, or if such notice appears in services listing such matters which are widely utilized in national financial markets. Custodian will not provide investment advice or supervision for the Assets or determine the suitability of any Account(s) transaction.
- (ii)** Keep records of Asset transactions.
- (iii)** Register Assets in the name of Custodian (or its nominee name), Custodian's sub-custodian or a national registered securities depository.
- (iv)** Receive proceeds from Assets which are sold and collect amounts due for Assets which mature or which Custodian determines are being called or redeemed if Custodian receives timely notice of maturity, call or redemption. Client understands that when Custodian delivers securities against payment, delivery of the securities and receipt of payment may not be completed simultaneously. Accordingly, funds received or collected will be retained or disbursed as described in this Agreement, subject to the specific direction of Client.
- (v)** Account for income for the Assets.
- (vi)** Vote all proxies in accordance with the proxy policy in effect from time to time for Custodian unless otherwise specifically instructed by Client. Custodian's proxy voting duties may involve voting of securities issued by The PNC Financial Services Group, Inc. or by its affiliates and of shares of mutual funds that pay fees to Custodian or its affiliates. Client understands that in voting these shares, Custodian may be in a position to vote for The PNC Financial Services Group, Inc. Board of Directors or to change fees paid at the mutual fund level to itself or to an affiliate.
- (vii)** Make and deliver all declarations and certificates of ownership required in connection with the Assets.
- (viii)** Convert moneys received for securities of foreign issue into United States dollars if it is practical to do so through customary banking channels. Custodian may use any method or agency available to effect the conversion, including Custodian's or its affiliate's facilities and divisions.

c. Account Recordkeeping and Statement Services. Client understands and agrees that if Client has directed Custodian to acquire, hold or record keep any Assets **(i)** which are not registered or admitted to unlisted trading privileges on one of the national securities exchanges, or **(ii)** for which the fair market value is not readily determinable, Custodian shall have no obligation to report the fair market value of those Assets. From time to time Client may request in writing, and Custodian may agree in its discretion to provide, recordkeeping and account statement services for assets over which Custodian has no custody, safekeeping or other responsibility under this Agreement ("**External Assets**"). Client acknowledges and

agrees that **(i)** it will have no security entitlement against Custodian for these assets; **(ii)** Custodian will rely, without independent verification, on information provided by Client regarding these assets (including positions and market valuations); and **(iii)** Custodian will have no responsibility for these assets, the accuracy of any information maintained on Custodian's books or included on Account Statements concerning these assets or Client's ability to liquidate these assets or obtain the value reported on Account Statements. External Assets may be subject to account level fees as set forth in this Agreement based on the total stated market value of the External Assets. To the extent that any reports or other information provided by Custodian to Client includes External Assets, Client agrees that the results will be dependent entirely on the accuracy, timeliness and completeness of the information Client provides to Custodian, for which Client is solely responsible.

2. Automated Cash Investment and Other Investment In Funds and Securities.

a. Cash Sweep Vehicle. Client directs Custodian to automatically invest cash balances in the Account(s) into the money market mutual fund or bank deposit account that Client has selected in Section 20 of this Agreement (referred to as "sweep vehicles"), which may include an interest-bearing deposit account at Custodian ("Demand Deposit Sweep Program" or "Program") that is eligible for Federal Deposit Insurance Corporation ("FDIC") insurance up to the FDIC insurance limits and in accordance with applicable law. Custodian and its affiliates derive financial benefits from cash held in the Program, which benefits are in addition to the fees set forth in the Schedule of Account Fees described in Section 7 of this Agreement. Client acknowledges receipt and review of the PNC Bank Demand Deposit Account Sweep Disclosure Statement. To request additional information regarding the Program or obtain an updated Disclosure Statement, please contact your Relationship Manager. Client understands that the mutual fund sweep vehicles may include share classes that pay shareholder servicing fees to Custodian or its affiliates. Client provides this direction, notwithstanding that Custodian and its affiliate(s), as the case may be, may provide investment advisory and other services to and receive shareholder servicing fees from, such mutual fund sweep vehicles, and Client agrees that Custodian and its affiliates may be separately and additionally compensated for such services.

b. Disclosures for Fund Shares. Client understands that securities available through Custodian, including shares of mutual funds, are not backed or guaranteed by Custodian (or its affiliates), are not bank deposits and are not insured by, issued by, guaranteed by or obligations of the FDIC, the Federal Reserve Board or any other government agency. Such securities involve investment risks, including possible loss of value. There is no assurance that sweep vehicles will be able to maintain a stable net asset value of \$1.00 per share. For more complete information about mutual funds, including charges and expenses, refer to the prospectus for the mutual funds. Client acknowledges **(i)** that it understands the information set forth in this Section 2 and **(ii)** receipt and review of the prospectus or summary prospectus for the selected mutual funds. Purchases of mutual fund shares and other securities will be made in accordance with Custodian's standard practices in effect from time to time.

3. Identification Method for Tax Reporting Purposes.

a. Tax Basis Reporting Generally. In Section 22 of this Agreement, Client must select an identification method for tax basis reporting for the Account(s) under section 6045(g) of the Internal Revenue Code of 1986, as amended. This Code section requires Custodian to annually report to the IRS the tax basis in certain stock or other securities sold from the Account(s), including whether gain or loss on each sale is long-term or short-term. Each of the identification methods available for the Account(s) are described in detail below. The default method Custodian will apply to the Account(s) is First-In, First-Out ("FIFO"). By selecting an alternative method in Section 22 of this Agreement or, at any time thereafter by delivering Instructions to Custodian, Client may elect any of the identification methods described below for the Account(s). This election is durable unless and until Client instructs Custodian in writing to apply a different identification method (applicable to transfers occurring after Custodian's receipt of an Instruction). Client also may elect to apply a different identification method to a specific transfer by Instructions to Custodian describing the identification method to apply not later than the settlement date for a sale. Client understands and agrees that by offering these alternative identification methods, Custodian is not making any recommendation or offering any advice as to which method is in Client's best interest.

b. Identification Methods. Each of the identification methods in Section 22 are explained in detail below. The periodic Account Statements delivered to Client (as described in Section 6 of the Agreement)

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- c. will also include condensed descriptions of each identification method.
- (i) First In, First Out (FIFO) means that the stock or securities held in the Account for the longest period of time will be treated as transferred first.
- (ii) Last In, First Out (LIFO) means that the stock or securities held in the Account for the shortest period of time will be treated as transferred first.
- (iii) Minimum Gain to Maximum Loss (High Cost) means that the following sequence will be used to determine the identity of the stock and other securities transferred:
- (1) No gain or loss
 - (2) Smallest gain up to highest loss
 - (3) Highest loss down to smallest loss
- (iv) Maximum Gain to Minimum Loss (Low Cost) means that the following sequence will be used to determine the identity of the stock and other securities transferred:
- (1) Highest gain to smallest gain
 - (2) No gain or loss
 - (3) Smallest loss up to highest loss
- (v) Maximum Loss to Minimum Gain (High Cost) means that the following sequence will be used to determine the identity of the stock and other securities transferred:
- (1) Highest loss down to smallest loss
 - (2) No gain or loss
 - (3) Smallest gain up to highest gain
- (vi) Minimum Loss to Minimum Gain (Low Cost) means that the following sequence will be used to determine the identity of the stock and other securities transferred:
- (1) Smallest loss up to highest loss
 - (2) No gain or loss
 - (3) Smallest gain up to highest gain

4. Client Instructions.

- a. **Form of Instructions.** All Instructions given by Client to Custodian must be in writing, signed by an Authorized Person(s) and delivered to the Relationship Manager assigned to the Account(s). Instructions may be delivered to the Relationship Manager in person or by U.S. Mail, overnight courier, facsimile or email. Email Instructions will be deemed authorized and signed by an Authorized Person if sent from an email address provided for the Authorized Person on Appendix I or an email address provided by Instruction under this Agreement. Custodian will have no liability under this Agreement for relying on and acting upon any form of Instructions which it believes to be genuine.
- b. **Email Instructions.** If an Authorized Person uses email to send Instructions to Custodian, Client agrees (and shall cause all Authorized Persons) to send emails from the email address provided on Appendix I of this Agreement or an email address provided by Instructions under this Agreement. Custodian will assume that all emails sent from a designated email address have been authorized and sent by an Authorized Person, until Client notifies Custodian by delivery of Instructions pursuant to this Section 4 that the email address is no longer valid. All emails sent by Custodian to an Authorized Person's designated email address will be deemed delivered when sent by Custodian. Client waives all claims resulting from Client's or an Authorized Person's failure to receive emails from Custodian.
- c. **Receipt of Instructions.** Custodian will be deemed to have received and accepted Instructions (and obligated to act on the Instructions) only when the Relationship Manager has received and had a reasonable time, taking into account the manner and nature of the Instruction, to review the Instructions and confirm to Client that the Instructions have been accepted by Custodian. Under no circumstances will telephone, telephone voice messaging, and other forms of telephonic, oral communication, text, skype or other forms of instant messaging constitute valid and effective Instructions under this Agreement.
- d. **Processing of Instructions.** Custodian's execution of any Instructions requires a commercially reasonable period of time for processing and is subject to Custodian's internal policies and procedures, customary processing guidelines and securities deadlines, mutual fund company processing deadlines, and applicable market closings.
- e. **Disbursements.** Notwithstanding the foregoing, Client shall submit all Instructions for cash transactions (e.g., transfers, wires, trades, distributions or other payments) from the Account(s) via the PNC I-HUB portal.

5. Client Obligations; Acknowledgements; Certifications.

a. Client Obligations. (i) Client understands that it is Client's obligation to file all tax returns and pay all taxes due in connection with the Assets and the income from the Assets; and (ii) Client will furnish Custodian with all information, authorizations and documentation as Custodian may from time to time require to enable it to carry out its obligations under this Agreement.

b. Client Representations and Agreements. Client represents, warrants and agrees (as applicable) that (i) it is not executing this Agreement on behalf of an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (ii) it is in compliance with all applicable local, state, federal and foreign laws and regulations applicable to Client which could reasonably be expected to have a material effect on the terms of this Agreement and/or the ability of Custodian to perform the services hereunder; (iii) Client has authority to execute and deliver this Agreement and all documents relating to the Assets; (iv) this Agreement constitutes a legal, valid and binding obligation of Client; (v) the Assets are freely transferable, properly endorsed, registered and fully negotiable; (vi) the Assets are free of encumbrances; (vii) Custodian is entitled to rely on the information provided by Client; (viii) Custodian, Custodian Agents and their respective affiliates, employees and agents will not be responsible for any misstatement or omission contained in any information provided by Client, or any loss, liability, claim, damage or expense, incurred, arising out of or attributable to Client's misstatement or omission; and (ix) each Authorized Person listed on Appendix I is duly authorized under Client's governing documents to act on behalf of Client (including delivering Instructions to Custodian). Client will notify Custodian promptly of any event which might affect these representations, Client's authority or the propriety of this Agreement, or any material change in Client's circumstances that might affect the manner in which services are provided by Custodian under this Agreement.

c. Authorized Communications with Client. By providing telephone number(s) to Custodian in this Agreement, or at any later time, Client authorizes Custodian and its affiliates and designees to contact Client regarding the Account(s) at such numbers using any means, including, but not limited to placing calls using an automated dialing system to cell, Voice over Internet Protocol (VoIP) or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Client consents that any phone call with Custodian may be monitored or recorded by Custodian.

d. Compliance with Laws. Client represents and warrants that it is in compliance with all applicable federal, state, local and foreign laws and regulations applicable to Client and/or the Account(s) which could reasonably be expected to have a material effect on the terms of this Agreement and/or the ability of Custodian to perform the services hereunder. In addition, to the extent any federal, state or local statute, law, rule or regulation restricts the Assets held in the Account(s) (including, without limitation, restrictions on class, type, duration or quality), Client understands that it is responsible for compliance with all such statutes, laws, rules or regulations.

e. Certification Regarding Beneficial Ownership of Legal Entity. In order to verify Client's identity and/or determine the authority of the person opening the Account, Client must submit a completed Certification Regarding Beneficial Owners of Legal Entity Customers attached as Appendix II to this Agreement at the time the Account is opened and at such other times as Custodian may request. Client agrees that if requested by Custodian, Client will provide copies of its governing documents and any other documentation requested by Custodian to verify the information provided on Appendix II. Client understands, however, that Custodian assumes no responsibility and has no obligation to review Client's governing documents for any purpose other than to verify Client's identity and/or the authority to open the Account. Client certifies that it is authorized to disclose the information provided in the Certification Regarding Beneficial Owners of Legal Entity Customers and, to the best of its knowledge, certifies that the information is complete and correct. Client authorizes Custodian to share the information provided in the Certification with any individual authorized to open or update the Account(s).

6. Account Statements.

a. Form of Account Statements. Custodian will provide periodic statements to Client that include a listing of all securities transactions, receipts and disbursements during the period, together with a current listing of the Assets held in the Account(s), and External Assets as described in Section 1c., if applicable ("**Account Statements**"). Client agrees that Account Statements are acceptable as confirmation of all Account(s) transactions. Client understands that it may, at no additional cost, request from Custodian a

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more detailed transaction report, which may be Custodian's form of confirmation or a broker dealer's confirmation, as applicable.

b. Client's Obligation to Review Statements. Upon receipt of Account Statements, Client agrees to promptly review them and to file any objections within sixty (60) days after the closing date of the Account Statement. If no objection is received by Custodian within the sixty (60)-day period, the Account Statement will be deemed approved and ratified by Client and will be final and binding on all persons who have or will acquire either immediate or future interests in the Account(s).

7. Compensation.

a. Schedule of Account Fees. Custodian's fees will consist of compensation paid pursuant to the Schedule of Account Fees, a copy of which Custodian delivered to Client with Account(s) opening documentation. Custodian's compensation does not cover brokerage fees and costs related to Account(s) transactions. Client will be responsible for those fees and costs. Client understands that Custodian may negotiate fees with some clients and that the fees Client pays to Custodian may be more or less than similar clients of Custodian, depending upon the particular circumstances (including account size and scope of services).

b. Other Costs and Expenses. Brokerage fees and commissions may be charged to the Account(s) in connection with certain securities trades executed by Custodian, which fees and commissions are in addition to the fees received by Custodian as described in Section 7a. above.

c. Payment of Fees. Client authorizes Custodian to debit the Account(s) for Custodian's compensation in accordance with the Schedule of Account Fees then in effect and for any brokerage fees and commissions applicable to the Account(s) as described in Section 7b. above.

d. Legal Process Expenses. If Custodian is served with a legal process, including without limitation, a lien, levy, garnishment or subpoena related to Client or the Account(s), Custodian may charge a reasonable fee to comply with the legal process. Custodian also may engage legal counsel, in Custodian's sole discretion, to assist in such compliance and may pay the fees and expenses of legal counsel from the Account(s).

8. Corporate Actions; Class Actions and Fair Funds Distributions.

a. Definition of Corporate Action. "**Corporate Action**" means any subscription right, bonus issue, stock repurchase plan, redemption, exchange, tender offer, repayment option provision, exchange or rights offering or similar matter with respect to securities that requires discretionary action by the holder, but does not include proxy solicitations, mini tender offers and odd lot tender offers.

b. Processing of Corporate Actions.

(i) If Custodian's corporate actions processing unit is timely notified of a Corporate Action and the Corporate Action requires action by Client, Custodian will notify Client of the Corporate Action, including the date and time by which Client must respond to Custodian with Instructions advising of how Client desires Custodian to act on its behalf in the Corporate Action ("**Deadline**"). If appropriate for the Corporate Action, Custodian's notice to Client will describe the default action that Custodian will take if Client fails to provide Instructions by the Deadline. If Client fails to provide Custodian with Instructions by the Deadline, Custodian will not take any action at all or if there is a default action in Custodian's notice, Client authorizes Custodian to execute on the default action. However, Custodian will not be obligated to execute the default action. Custodian will not be liable for its failure to take any action relating to a Corporate Action if Client fails to provide Instructions in a timely matter.

(ii) If some, but not all, of an outstanding class of an Asset is called for redemption, Custodian may allot the amount redeemed among Custodian's clients by running an impartial lottery.

(iii) Notices of Corporate Actions provided to Client may have been obtained from sources which Custodian does not control and may have been summarized. Although Custodian believes such sources to be reliable, Custodian has no duty to verify the information contained in the notices or the accuracy of any summary. Therefore, Custodian does not guarantee the accuracy, completeness or timeliness of Corporate Action notices sent to Client and will not be liable for any loss that may result

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from relying on the notice. Client should read in its entirety the documentation provided by the issuer or other party to the Corporate Action.

(iv) Notwithstanding the foregoing, Custodian's responsibilities are limited to Corporate Actions associated with a security held by Custodian as part of the Assets for which Custodian was the only custodian at the time Custodian received notification of the Corporate Action. Custodian's responsibilities under this Section shall cease when this Agreement has terminated.

c. **Class Actions and Fair Funds Distributions.** Custodian has no duty to notify Client of any class action lawsuit or Fair Funds Distributions. Custodian has standard practices with respect to participation in, and the filing, status or resolution of, class action lawsuits and the distribution of proceeds as a result of the U.S. Securities and Exchange Commission's enforcement actions pursuant to the Fair Funds for Investors provisions of the Sarbanes-Oxley Act of 2002 ("**Fair Funds Distributions**"). With respect to any class action or Fair Funds Distributions associated with the Assets, notice of which is actually received by Custodian, Client directs Custodian to take action in accordance with its standard practices. Notwithstanding the foregoing, Custodian's responsibilities are limited to class action lawsuits and Fair Funds Distributions associated with a security held by Custodian as part of the Assets for which Custodian was the only custodian during the class period. Custodian's responsibilities under this Section shall cease when this Agreement has terminated.

d. **Compensation.** At Custodian's discretion a reasonable de minimis fee may be charged for the services performed under this Section 8.

9. Mini Tender and Odd Lot Tender Offers. Client directs Custodian to reject any (i) mini tender offers; and (ii) odd lot tender offers associated with the Account(s). For purposes of this Agreement, the term "mini tender offers" means tender offers by a bidder for up to 5% of a target company's securities and the term "odd lot tender offers" means tender offers by an issuer to purchase holdings of fewer than one hundred (100) shares of the issuer's securities.

10. Brokerage.

a. **Client and Client Agent Directed Brokerage.** Client and Client Agents may direct Custodian in writing to use specific brokers to execute securities trades for Assets. If Client or Client Agents provides a direction and Custodian accepts the direction, Client understands that timely, accurate trade settlement is dependent upon Custodian's receipt of necessary trade information consistent with commonly accepted industry standards.

b. **Custodian Selected Brokers.** Client agrees that in cases where Custodian selects brokers for trades, Custodian may select brokers that are not affiliated with Custodian or brokers that are affiliated with Custodian. Client authorizes and directs that transactions for the Account(s) may be executed through brokers affiliated with Custodian in accordance with this Agreement and the affiliated broker's execution policies. Client may revoke the consent provided in this Section at any time by Instructions to Custodian. If Custodian buys or sell securities for which an affiliated broker acts as a dealer or underwriter, Custodian may buy those securities from, or sell those securities to, either the affiliated broker or a member of an underwriting syndicate of which an affiliated broker is a member. Client consents to brokers selected by Custodian retaining commissions, including an affiliate of Custodian. Client further agrees that, if execution is through an affiliated broker, the affiliated broker is entitled to receive and retain, without credit or offset, brokerage commissions, commission equivalents, mark-ups, mark-downs and dealer spreads on transactions effected for the Account(s), in accordance with the affiliated broker's standard fee schedules. Upon request, Custodian will provide additional information to Client concerning commissions, commission equivalents, mark-ups and mark-downs and other transaction costs. Client understands and agrees that Custodian has an indirect financial incentive to select an affiliated broker to execute transactions in the Account(s), as it results in compensation to its affiliate.

11. Advances, Overdraft Coverage and Liens.

a. **Advances and Credits.** Custodian may (i) credit the Account(s) for income, dividends, distributions, coupons, option premiums, other payments and similar items on a contractual payment date or otherwise in advance of Custodian's actual receipt of the amount due; (ii) credit the Account(s) for

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proceeds of securities sales on the contractual settlement date or otherwise in advance of Custodian's actual receipt of the amount due; **(iii)** provide a provisional credit for amounts due; or **(iv)** credit the Account(s) for estimated amounts paid in advance of Custodian's final determination of the actual amount due. If Custodian is not able to collect in full amounts credited to the Account(s) within a reasonable time period after using reasonable efforts following standard industry practice, law or regulation or Custodian is required to repay credited amounts to a third party or an estimated payment credited to the Account(s) exceeds Custodian's final determination of the actual amount due, Custodian may without notice or demand to Client reverse the credit or payment, debit or deduct the credit or payment amount from the Account(s) or pursue other methods to recover credited amounts from Client.

b. Account Overdrafts. Client authorizes Custodian to sell Assets to cover overdrafts in the Account(s) caused by Client or Client Agent's Instructions or routine costs.

c. Liens. Client grants to Custodian a first priority security interest in and a right of set off against the Assets in an amount necessary to pay Custodian amounts owed by Client under the terms of this Agreement, including any indemnification amounts Client may owe to Custodian under Section 14. of this Agreement. Custodian may exercise its right to setoff without demand or notice to Client, and Custodian's right of setoff shall be deemed to have been exercised immediately upon the occurrence of a default by Client of its obligations in this Agreement without any action of Custodian, even if Custodian enters the setoff amount on its books and records at a later time.

12. Termination of Agreement.

a. Termination of Agreement. This Agreement may be terminated by either Client or Custodian by giving thirty (30) days' prior written notice to the other party. Custodian will continue to charge fees to the Account(s) for any post-termination period in which Assets remain in Custodian's custody and to debit such fees from the Account(s).

b. Custodian's Right to Terminate Agreement for Legal or Compliance Matters. Client understands and agrees that notwithstanding anything else in this Agreement, Custodian, in its sole discretion, may terminate this Agreement immediately without prior notice to or approval of Client if Custodian believes that Client has **(i)** violated any applicable laws, rules or regulations; **(ii)** violated any of Custodian's internal compliance policies or procedures; or **(iii)** requested that Custodian engage in conduct (or a course of conduct) that could cause such a violation. If Custodian has terminated this Agreement under this Section, Client agrees that Custodian may liquidate Assets and distribute the proceeds (or Assets in-kind if necessary) to Client in any manner without any liability for investment losses, tax consequences or liquidation costs and that Custodian's obligations and duties under this Agreement shall cease.

c. Continuance of Transactions. Client agrees that any termination of this Agreement will not affect the liabilities or obligations of the parties arising from transactions for the Account(s) initiated under this Agreement which survive the termination or revocation. Custodian has the right to complete any transactions that are entered into or open as of the termination or revocation date and Custodian shall pay from the Assets any amounts needed to complete the transactions.

d. Termination of Prior Agreements. By executing this Agreement, the parties hereby terminate any existing custody agreement between the parties that covers the Assets.

13. Agents and Advisors.

a. Custodian Agents. Custodian may execute any of its powers under this Agreement and perform the duties required of Custodian by and through attorneys, sub-custodians, agents, affiliates or subsidiaries. Custodian will not be responsible for the performance or supervision of or liable for the default or negligence of any such person selected by Custodian with reasonable care. Custodian also will use the services of brokers and other agents to execute purchases, sales and exchanges of Assets, as is customary in the financial industry for securities and other asset transactions. Custodian will not be responsible for the performance or supervision of or liable for the default or negligence of any of these brokers or agents.

b. Client Agents. Client may from time to time designate one or more investment advisors or other persons or entities as Authorized Persons to give Instructions to Custodian regarding the Assets and the Account(s) ("**Client Agents**"). Client understands that Client will be solely responsible for any acts or omissions of Client Agents in connection with the Account(s) or any Assets and that Custodian will have no

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duty to supervise Client Agents, nor will Custodian be responsible for the performance of or liable for the default, negligence or willful misconduct of any Client Agent.

14. Limitation of Liability, Indemnification and Force Majeure.

a. Limitation on Liability. Custodian will not be liable for **(i)** any loss, damage, or liability incurred by Client unless it results directly from Custodian's gross negligence or willful misconduct in the performance of its obligations described in this Agreement; or **(ii)** any consequential, special or indirect losses or damages which Client may incur as a consequence of Custodian's performance of, or failure to perform, the services in this Agreement (whether or not Custodian had knowledge of the likelihood Client may incur such losses or damages). The limitations in this Section will survive resignation of Custodian or the termination of this Agreement.

b. Indemnification. Client agrees to indemnify, defend and hold Custodian and its officers, directors, employees, agents and representatives harmless from and against any suit, judgment, claim, asserted claim, demand, loss, liability, expense or interest (including legal fees and expenses) ("**Losses and Expenses**") arising out of or in connection with this Agreement. Client will not be required to indemnify Custodian for Losses and Expenses which are finally determined by a court of competent jurisdiction to have resulted directly from Custodian's gross negligence or willful misconduct in the performance of the services under this Agreement. Client's indemnification obligation will survive resignation of Custodian or the termination of this Agreement.

c. Force Majeure. Custodian will not be responsible for any failure, delay or default in performance of its obligations under this Agreement if the failure, delay or default arises out of a cause (existing or future) beyond the reasonable control of Custodian; including, but not limited to: action or inaction of any governmental, civil or military authority; fire; flood; war; terrorism; acts of public enemies; riot; theft; earthquake, natural disaster, epidemics or acts of God; any loss of data or damage, delay or error arising out of sabotage, interruption or imperfection in telephonic service, communication lines or equipment failures, satellite malfunctions, electrical disturbances, brown-outs or black-outs, failure of functions or malfunctions of the Internet or telecommunications services, firewalls, encryption systems or security devices caused by any of the above or any other cause beyond the reasonable control of Custodian and its employees.

15. Website User Agreements. When Client registers to use password protected sections of websites sponsored by PNC Bank, National Association through which Client can access the Account(s) ("**Sites**"), Client will be required to accept a website user agreement(s) for the Sites (the "**Website Agreement**"). If there is a conflict between the terms of a Website Agreement and this Agreement, the terms of the Website Agreement will apply to Client's use of the Site.

16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE THAT ARISES OR IS RELATED TO THE NEGOTIATION, EXECUTION, PERFORMANCE OR NON-PERFORMANCE, INTERPRETATION, TERMINATION OR CONSTRUCTION OF THIS AGREEMENT, AND ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED PURSUANT HERETO, AND ALL MATTERS BASED UPON, ARISING OUT OF OR RELATED TO THE FOREGOING (WHETHER IN CONTRACT, TORT, EQUITY, LAW OR STATUTE.)

17. Miscellaneous.

a. Consent to Use of Client Name and Logo. Client authorizes Custodian to use Client's name and/or logo in **(i)** marketing and promotional materials used by Custodian in connection with services offered by it to existing and prospective clients, and **(ii)** a list of Custodian's client references.

b. Duties and Obligations. The duties and obligations in this Agreement are the only duties and obligations agreed to by Custodian, and Custodian will not be responsible for any other duties or obligations. Client acknowledges that Custodian now acts and may act in the future as custodian to other clients.

c. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the Commonwealth of Pennsylvania without reference to its provisions regarding conflict of laws and, to the

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extent applicable, the laws of the United States, including without limitation the Electronic Signatures in Global and National Commerce Act.

d. Waiver or Delay. Custodian may delay enforcing its rights under this Agreement without waiving them. If Custodian waives any provision of this Agreement, such waiver only applies to the specific instance waived by Custodian and not to any further or future situations or circumstances.

e. Entire Agreement; Successors. If a court determines that any provision of this Agreement is not enforceable, that provision will be deemed to be deleted from this Agreement but the remainder of this Agreement will remain in full force and effect. The parties intend that this Agreement will be legally binding upon the parties, their heirs, executors, successors or assigns. This Agreement contains the entire understanding of the parties and supersedes any other oral or written agreement between the parties.

e. Amendment. Custodian may amend this Agreement at any time by delivering written notice to Client thirty (30) days prior to the effective date of the amendment and Client's continued use of Custodian's services under this Agreement will be deemed to constitute its acceptance of the terms of the amendment; provided, however, that any amendment to Section 7, 14a. or 14b. of this Agreement will require a writing signed by Client and Custodian. Client may amend this Agreement only by a written amendment signed by Client and Custodian.

f. Counterparts. This Agreement may be executed in one or more counterpart signature pages, each of which shall be deemed an original instrument and all of which counterpart signature pages taken together shall be considered one agreement. Signature pages of this Agreement transmitted by facsimile or electronically shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original for all purposes. Signatures of parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

18. Account Registration.

a. Client Information:

Client Name: _____

Client Tax Identification Number: _____

Formation Date of Client: _____

Jurisdiction of Incorporation/Formation of Client: _____

(i) Client Entity Type and Federal Tax Classification (Check applicable box):

- ☐ Sole Proprietorship
- ☐ C Corporation
- ☐ S Corporation (and, check if applicable, ☐ Client has elected to be taxed as a partnership)
- ☐ Non-Profit Corporation
- ☐ Unincorporated Association
- ☐ Governmental Entity (*see Appendix III for definition of Governmental Entity and complete Appendix III*)
- ☐ Trust (*complete Appendix IV*)
- ☐ General Partnership
- ☐ Limited Partnership (and, check if applicable, ☐ Client has elected to be taxed as a corporation)
- ☐ Limited Liability Company (and, check if applicable, ☐ Client has elected to be taxed as a corporation)
- ☐ Other (describe): _____

(ii) Client Tax Exempt Status (Check box if applicable)

- ☐ Client declares that it is exempt for federal income taxation

(iii) Legal Address:

Street Address _____ City _____

State _____ Zip _____ Country _____

(iv) Correspondence Address (if different from Legal Address):

Street Address _____ City _____

State _____ Zip _____ Country _____

19. Client Deliverables; Termination of Client's Existence.

a. Client has delivered to Custodian the following: (i) completed Appendix I, identifying Authorized Persons authorized to deliver Instructions; (ii) completed Appendix II, Certification Regarding Beneficial Owners of Legal Entity Customers, and (iii) if requested, a copy of Resolutions of the Board of Directors, Managers/Members, General Partner or other similar governing body authorizing appointment of Custodian under this Agreement, which resolution has not been amended, superseded, revoked or withdrawn.

b. If Custodian receives notice of Client's dissolution or termination, Custodian will (i) execute Instructions Client delivers to Custodian prior to its receipt of notice of dissolution or termination; the execution of which will be valid and binding on Client and its successor and assigns; and (ii) continue to provide custody services under this Agreement until Custodian receives Instructions (acceptable to Custodian) from an Authorized Person or a court order authorizing distribution the Assets.

20. Automated Cash Investment.

Select one of the following automated cash investment options: **(Check one box. If no box is checked, Client will be deemed to have checked the box for PNC Bank, National Association Demand Deposit Sweep Program)**

- ☐ Federated Hermes Government Obligations Fund – Select Shares (GRTXX)
- ☐ Federated Hermes U.S. Treasury Cash Reserves – Institutional Shares (UTIXX)
- ☐ Federated Hermes Treasury Obligations Fund – Institutional Shares (TOIXX)
- ☐ Fidelity® Investments Money Market Treasury Portfolio – Institutional Class (FRBXX)
- ☐ PNC Bank, National Association Demand Deposit Sweep Program

21. Account Income.

All Account(s) income will be reinvested unless Client checks the box below directing Custodian to pay income to Client.

☐ By checking this box, Client directs Custodian to pay Account(s) income by depositing to Client's checking account with Custodian or another financial institution pursuant to Client's Instructions. **(Check one box. If no box is checked, Client will be deemed to have checked the box for monthly payments)**

- ☐ monthly
- ☐ quarterly
- ☐ semi-annually

22. Identification Method for Tax Reporting Purposes.

Client must select one of the following tax reporting methods to determine the identity (and tax basis) of stock and other securities transferred from the Account(s). The tax reporting method selected will be used consistently for all transfers and deliveries of stock or securities to the Account(s) unless Client instructs Custodian otherwise. See Section 3 of this Agreement for a detailed description of each identification method listed below and how Client may change its election. **(Check one box. If no box is checked, Client will be deemed to have selected First In, First Out (FIFO))**

- ☐ First In, First Out (FIFO)
- ☐ Last In, First Out (LIFO)
- ☐ Minimum Gain To Maximum Loss (High Cost)
- ☐ Minimum Loss to Minimum Gain (Low Cost)
- ☐ Maximum Loss To Minimum Gain (High Cost)
- ☐ Maximum Gain To Minimum Loss (Low Cost)

23. Disclosure of Client Information.

a. From time to time issuers of securities held in the Account(s) may request from Custodian information regarding the Account(s) and Client (name, address and number of issuer's shares held in the Account(s)). The purpose of these issuer requests is to provide contact information so the issuer can communicate directly with Client. **(Check one box. If no box is checked, Client will be deemed to have selected the first box, which permits Custodian to disclose Client information to issuers)**

- ☐ Client authorizes Custodian to disclose information regarding Client and the Account(s) to issuers.
- ☐ Client DOES NOT authorize Custodian to disclose information regarding Client and the Account(s) to issuers.

b. Custodian may also receive other requests for information regarding Client and the Account(s) from issuers of securities for purposes (other than the issuer communicating directly with Client) and from local, state, federal or foreign regulators. These requests may include requests for information regarding shareholder eligibility requirements, late trading and market timing activity, trade data and other securities compliance and investment related matters. If Client selected "DOES NOT authorize" above, Client understands that such election will not in any way restrict or limit Custodian's disclosure of Client and Account(s) information in connection with the type of requests described in this Section 23b.

24. Electronic Delivery of Communications and Electronic Signature.

a. Consent to Electronic Delivery of Communications. By checking the box below, Client elects to receive all Communications relating to the Account(s) by electronic delivery to the email address(es) for Authorized Person(s) provided on Appendix I.

"Communications" includes Shareholder Documents as described below, disclosures, notices, agreements, fee schedules, statements, records, documents or other information that Custodian is required or that Custodian desires to deliver to Client. For more information regarding Communications, please see the Guide.

"Shareholder Documents" includes shareholder communications from mutual fund and exchange traded fund companies that Custodian is required by law to provide to Client with respect to the Account(s), including, summary prospectuses, prospectuses, prospectus supplements, statements of additional information, shareholder reports, proxy material and other forms of shareholder communications.

☐ By checking this box, Client **(i)** consents to receive Communications by electronic delivery, subject to the process and terms set forth in the Guide; **(ii)** understands that electronic delivery of Communications will continue indefinitely, unless revoked by Client as described in the Guide; **(iii)** affirms that Client has the hardware and software described in the Guide, that Client is able to receive and review electronic documents, and that Client has provided to Custodian a current, valid email address for all Authorized Person(s) to which Custodian may deliver Communications by electronic delivery; and **(iv)** certifies that Client has read and understands the electronic delivery terms and conditions set forth in the Guide.

CLIENT SPECIFIC INFORMATION

b. Consent to Use of Electronic Signatures. If Client consents to use of electronic signature for purposes of executing this Agreement, Client understands and agrees that: **(i)** electronic signatures will be enforceable to the same extent as a handwritten signatures, whether in court or otherwise; and **(ii)** Client will not raise any defenses or regulatory or statutory claims attempting to invalidate the enforceability of an electronic signature. Client may cease using electronic signatures to execute Account(s) documents at any time.

25. Client Tax Certification. Please check only one box below before executing this Agreement:
(IRS instructions will be provided upon request)

- ☐ By checking this box and signing below, Client certifies under penalties of perjury that:
- a.** Client's taxpayer ID number shown in Section 18 of this Agreement is correct.
 - b.** Client is not subject to backup withholding because **(i)** Client is exempt from backup withholding, **(ii)** Client has not been notified by the Internal Revenue Service ("IRS") that Client is subject to backup withholding as a result of a failure to report all interest or dividends, or **(iii)** the IRS has notified Client that Client is no longer subject to backup withholding; and
 - c.** Client is a U.S. citizen or other U.S. person (defined in the IRS instructions).

OR

- ☐ Client is currently subject to backup withholding because Client failed to report all interest or dividends on Client's tax return. By checking this box and signing below, Client certifies under penalties of perjury that:

- a.** Client's taxpayer ID number shown in Section 18 of this Agreement is correct.
- b.** Client is a U.S. citizen or other U.S. person (defined in the IRS instructions).

OR

- ☐ By checking this box and signing below, Client certifies that it is a nonresident alien and has delivered the appropriate, valid IRS Form W-8BEN, W-8BEN-E, W-8IMY or W-8ECI to Custodian.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE CLIENT'S SIGNATURE TO ANY PROVISION OF THIS AGREEMENT OTHER THAN THE ABOVE CERTIFICATION REGARDING BACKUP WITHHOLDING.

[Signatures Page(s) to Custody Agreement on following page(s)]

26. Important Information about Procedures for Opening a New Account(s).

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Client: When the Account(s) is opened, Custodian is required by federal law to ask for Client's name, street address, date of birth and other information necessary to identify Client. This may include a request or requests for presentation of Authorized Person(s) driver's license and/or other document(s).

THE UNDERSIGNED, BY PROVIDING HIS/HER HANDWRITTEN OR ELECTRONIC SIGNATURE, ACKNOWLEDGES THAT HE/SHE HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT AND THAT CLIENT SHALL BE LEGALLY BOUND BY THIS AGREEMENT EFFECTIVE AS OF THE LAST DATE SET FORTH BELOW.

PNC BANK, NATIONAL ASSOCIATION

By: _____ Date _____

Print Name and Title

CLIENT:

Print Name of Client Date _____

By: _____
Client Authorized Person

Print Name and Title of Authorized Person

The PNC Financial Services Group, Inc. ("PNC") uses the marketing name PNC Institutional Asset Management® for the various discretionary and non-discretionary institutional investment, trustee, custody, consulting, and related services provided by PNC Bank, National Association ("PNC Bank"), which is a **Member FDIC**, and investment management activities conducted by PNC Capital Advisors, LLC, an SEC-registered investment adviser and wholly-owned subsidiary of PNC Bank. PNC does not provide legal, tax, or accounting advice unless, with respect to tax advice, PNC Bank has entered into a written tax services agreement. PNC Bank is not registered as a municipal advisor under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

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Investments: Not FDIC Insured. No Bank Guarantee. May Lose Value.

APPENDIX

AUTHORIZED PERSONS

The following named persons are officers, fiduciaries, agents, partners or other authorized persons duly elected or appointed and authorized to sign written Instructions on behalf of Client under this Custody Agreement. The Instructions of any one of the following persons is sufficient unless a greater number appears here: **(insert number)**.

Authorized Person Name	Title	Telephone Number	E-mail Address

****Above information is required for all authorized individuals****

APPENDIX

CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

I. GENERAL INSTRUCTIONS

What is the purpose of this form?

To help the government fight financial crime, federal regulation requires financial institutions to obtain, verify and record information about the beneficial owners of legal entity Clients. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening or updating an account on behalf of a legal entity. For the purposes of this form, a legal entity includes a corporation, limited liability company or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or individuals opening or updating accounts on their own behalf.

PLEASE CAREFULLY REVIEW THE CERTIFICATIONS IN THE GRAY BOXES BELOW TO DETERMINE IF CLIENT IS EXCLUDED FROM COMPLETING ALL OR PORTION OF THIS FORM.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):¹

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity Client (e.g., each individual that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity Client (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Partner, Managing Member, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30%

¹ If a trust, directly or indirectly, owns 25 percent or more of the equity interests of a legal entity, the trustee is deemed to be the beneficial owner of the equity interest for purposes of this form and the trustee must complete this form with the trustee's information. For accounts opened by an intermediary on behalf of the intermediary's underlying customer, the intermediary is deemed to be legal entity subject to reporting under this form, not the intermediary's underlying customers. Accordingly, this form should be completed by the intermediary entity with the intermediary's information.

equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

You may also be asked to provide a copy of a driver's license or other identifying document for each beneficial owner and controlling party listed on this form.

Note regarding updating information: From time to time the information provided in this form may need to be updated due to changes in the ownership or controlling party of the legal entity Client or its beneficial owners. Further, from time to time PNC may be required to verify the continued accuracy of the information provided.

II. CLIENT CERTIFICATION FOR EXCLUDED LEGAL ENTITIES AND NON-PROFIT CORPORATIONS

Excluded Legal Entity Certification. Below is a list of Client entities that are not required to complete this form. Please review the list below carefully. If you determine that Client entity is an excluded legal entity, please complete the certification below.

IF CLIENT CHECKS A BOX BELOW, STOP HERE. YOU DO NOT NEED TO COMPLETE THE REST OF THIS FORM.

Client certifies, by checking the applicable box below, that it is:

- ☐ a trust created pursuant to a trust agreement or other contractual arrangement (i.e., the trust was not created by a filing with a Secretary of State or similar office - e.g., a statutory business trusts)
- ☐ a publicly held company traded on a U.S. stock exchange
- ☐ a majority-owned subsidiary of a publicly held company traded on a U.S. stock exchange
- ☐ registered with the Securities and Exchange Commission as a registered investment adviser
- ☐ registered with the Securities and Exchange Commission as a registered investment companies
- ☐ a U.S. government agency or instrumentality
- ☐ a public accounting firm registered under Section 102 of the Sarbanes-Oxley Act
- ☐ an entity established under the laws of the U.S. or any State, or of any political subdivision of any State or under an interstate compact
- ☐ opening an account for the purpose of participating in an employee benefit plan under the Employment Retirement Income Security Act of 1974
- ☐ a state-regulated insurance company
- ☐ a "U.S. financial institution" regulated by a federal functional regulator (i.e., federally regulated banks, brokers or dealers, futures commissions merchants and introducing brokers in commodities).
- ☐ a pooled investment vehicle operated or advised by a "U.S. financial institution" or an SEC registered investment adviser

Non-Profit Corporation Certification (see Excluded Legal Entities above for non-profit trust entities). Client formed as a non-profit corporation or similar legal entity that does not have ownership interests (including, charitable, nonprofit, not-for-profit, public benefit or similar corporations) are not required to complete the Beneficial Owner sections of this form.

IF CLIENT IS A NON-PROFIT CORPORATION, PLEASE COMPLETE THE CERTIFICATION BELOW AND PROCEED TO SECTION III(d).

☐ Client certifies, by checking this box, it is a non-profit corporation or similar legal entity that has filed organizational documentation with the appropriate State authority and, if requested by PNC Bank, National Association, will promptly provide to PNC Bank, National Association, a copy of its certificate of incorporation or certificate of good standing issued by the state in which the Client is incorporated.

IF CLIENT CANNOT MAKE ANY OF THE CERTIFICATIONS IN THE ABOVE BLUE BOXES, CLIENT MUST COMPLETE SECTION III OF THIS FORM.

III. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening or updating an account on behalf of a legal entity must provide the following information:

- a. Name, Type, Address, and Taxpayer Identification Number (TIN) of Legal Entity for Which the Account is Being Opened or Updated (i.e., Client):

Entity Name: _____

Entity Type (e.g. Corporation, Partnership, etc.): _____

Entity Address: _____

Entity TIN: _____

- b. Name and Title of Person Opening or Updating Account:

Name _____

Title: _____

- c. **Beneficial Owner(s):** The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above.

If no individual meets the definition of “Beneficial Owner” check the box below and continue to Section III(d).

☐ **Beneficial Owner Not Applicable**

For U.S. Persons: Indicate if you are a U.S. Citizen, U.S. Resident Alien or Immigrant Refugee and provide Social Security Number (SSN)

For Non-U.S. Persons: Provide SSN, Individual Taxpayer Identification Number (ITIN), Passport or Other Acceptable ID Information

Name	% of Ownership	Date of Birth	Residential Street Address	For U.S. Persons:	For Non-U.S. Persons:
				☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Immigrant Refugee SSN # _____	Passport or Other Acceptable ID Type: _____ ID #: _____ Country of Issuance: _____ SSN / ITIN #: _____
				☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Immigrant Refugee SSN #: _____	Passport or Other Acceptable ID Type: _____ ID #: _____ Country of Issuance: _____ SSN / ITIN #: _____
				☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Immigrant Refugee SSN #: _____	Passport or Other Acceptable ID Type: _____ ID #: _____ Country of Issuance: _____ SSN / ITIN #: _____
				☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Immigrant Refugee SSN #: _____	Passport or Other Acceptable ID Type: _____ ID #: _____ Country of Issuance: _____ SSN / ITIN #: _____

Controlling Party: The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Partner, Managing Member, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.
(If appropriate, an individual listed under Section II(c) above may also be listed in this Section III(d)).

For U.S. Persons: Indicate if you are a U.S. Citizen, U.S. Resident Alien or Immigrant Refugee and provide Social Security Number (SSN)

For Non-U.S. Persons: Provide SSN, Individual Taxpayer Identification Number (ITIN), Passport or Other Acceptable ID Information

Name	Title	Date of Birth	Residential Street Address	For U.S. Persons:	For Non-U.S. Persons:
				☐ U.S. Citizen ☐ U.S. Resident Alien ☐ Immigrant Refugee SSN #: _____	Passport or Other Acceptable ID Type: ID #: _____ Country of Issuance: _____ SSN / ITIN #: _____

APPENDIX 23

FOR GOVERNMENTAL ENTITY CLIENTS ONLY

Is the Governmental Entity an employee benefit plan? ☐ Yes ☒ No

Please provide the following information for each Official Custodian (see definition below) for the Account:

Official Custodian Name: _____

Official Custodian Title, Position or Office: _____

Official Custodian Address: _____

Official Custodian Name: _____

Official Custodian Title, Position or Office: _____

Official Custodian Address: _____

(add additional entries if necessary)

If there is more than one Official Custodian for the Account, please check the applicable box:

- ☐ Each Official Custodian has authority to deliver Instructions for the Account without consent of other Official Custodians.
- ☐ Delivery of Instructions for the Account requires approval of two or more Official Custodians.

Client agrees to promptly notify Custodian in writing of any change in the Official Custodian(s) for the Account.

“Governmental Entity” includes the United States, states, counties, municipalities, political subdivisions, the District of Columbia, the Commonwealth of Puerto Rico and other government possessions and territories and Native American tribes.

- “other government possessions and territories” include the Virgin Islands, American Samoa, the Trust Territory of the Pacific Islands, Guam, The Commonwealth of the Northern Mariana Islands.
- “political subdivisions” include drainage districts, irrigation districts, navigation districts, improvement districts, levee districts, sanitary districts, school districts, power districts, bridge or port authorities, and other special districts created by state statute or compacts between the states.
- “political subdivisions” also include any other subdivision or principal department of a Governmental Entity (state, county, municipality, District of Columbia or a government possession or territory) if the subdivision or department is expressly created by the law of the Governmental Entity, has been delegated functions of the government and is empowered to exercise exclusive control over the subdivision’s or department’s funds.

“Official Custodian”

In order to comply with applicable Federal law, Custodian is required to obtain the name, title, position or office and office address of each “official custodian” for Governmental Entity clients. An “official custodian” is a natural person appointed or elected officer, employee, or agent of a governmental entity (Client) who has unlimited authority and control over the Account Assets covered by this Custody Agreement. A Governmental Entity may have more than one “official custodian”.

APPENDIX 24

FOR TRUST CLIENTS ONLY

Trustee Information:

Trustee Name (First)_____ (MI)_____ (Last)_____

Social Security #_____ Date of Birth (Month/Day/Year)_____/_____/_____

(i) Citizenship/Domicile:

If Trustee is a natural person, Trustee is (please check the appropriate box): ☐ U.S. Citizen ☐ Non-U.S. Citizen, Country of Citizenship_____

If Trustee is an entity, Trustee was formed in a (please check the appropriate box): ☐ U.S. Jurisdiction, State_____ ☐ Non-U.S. Jurisdiction, Country _____

(iii) Legal Address:

Street Address_____ City_____

State_____ Zip_____ Country _____

(iv) Correspondence Address (if different from Legal Address):

Street Address_____ City_____

State_____ Zip_____ Country _____

(v) Preferred Methods of Communication: Trustee authorizes Custodian to communicate by (check all applicable boxes):

☐ Phone_____ ☐ Cellular Phone_____

☐ Email Address(es) _____

c. Co-Trustee Information:

Trustee Name (First)_____ (MI)_____ (Last)_____

Social Security #_____ Date of Birth (Month/Day/Year)_____/_____/_____

(i) Citizenship/Domicile:

If Trustee is a natural person, Trustee is (please check the appropriate box): ☐ U.S. Citizen ☐ Non-U.S. Citizen, Country of Citizenship_____

If Trustee is an entity, Trustee was formed in a (please check the appropriate box): ☐ U.S. Jurisdiction, State_____ ☐ Non-U.S. Jurisdiction, Country _____

(iii) Legal Address:

Street Address_____ City_____

State_____ Zip_____ Country _____

(iv) Correspondence Address (if different from Legal Address):

Street Address _____ City _____
State _____ Zip _____ Country _____

(v) Preferred Methods of Communication: Trustee authorizes Custodian to communicate by (check all applicable boxes):

☐ Phone _____ ☐ Cellular Phone _____

☐ Email Address(es) _____

(If there are more than two (2) Co-Trustees, please include additional pages as necessary.)

Special Terms Applicable to Trust Account(s)

Client acknowledges and understand that Custodian shall have no responsibility for the administration of the trust and that is the responsibility of Client and Trustees to comply with the terms of the trust agreement, a court order and/or applicable law in the management and administration, as well as the number of trustees required to bind the trust. Unless otherwise directed on Appendix I, Custodian may rely on the Instruction of one Trustee as representing the agreement of all Trustees necessary to bind Client trust. Each Trustee and Client releases Custodian from any liability that may result from following such Instruction.

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