

REACH YOUR GOALS WITH BEST-IN-CLASS SERVICE

Our proposal to deliver full treasury management services to The City of St. Louis



Submitted on: 11/16/2018

Prepared by:

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11/16/2018

Tishaura Jones Treasurer The City of St. Louis City Hall, Room 220 1200 Market Street St Louis, MO 63103

Dear Ms. Jones:

On behalf of the relationship team at PNC Bank ("PNC") we would like to congratulate the City of St Louis ("City") on its continuing efforts to improve the operations of the state's largest public finance entity. The effective controls for managing the payroll and parking, which is the economic center for Greater St Louis, servicing a population of over 3 million cannot be understated, and you should be commended for your commitment to helping people easily navigate your great city and its adjacent neighbors.

A challenge that always persists is being able to continually find ways to reduce the time and effort associated with the cash management operations of the City and in true forward thinking fashion you have launched the current RFP for Payroll and Parking Banking Depository Services to find the optimal solution to this challenge by capitalizing on the latest technologies available. PNC is eager to share with you our vision, however please note we will be taking a somewhat unorthodox approach to our solution for your request for Banking Depository Services.

We feel strongly that the cost of changing providers for your core deposit business may actually outweigh any financial benefits a new provider may be able to offer, are the primary reasons you'll see a bit of a different approach from PNC. Once again, we share this information in the attitude of full transparency.

It is the spirit of being consultative we felt strongly that we wanted to share our thoughts and perhaps give the City some additional ideas to consider. We're confident we could answer all of the questions within this RFP and feel our solutions are some of the best in the industry. As such, we are providing a response for the City's Payroll Account with the Reloadable Card to display some of PNC's capabilities.

We have learned over the years that organizations who work with "partner-providers" to create solutions that suit their needs achieve greater results than their counterparts. Working with PNC, the City can develop more streamlined cash management operations and business continuity services equipped to handle the challenges both now and in the future, thereby creating long term scalability and the nimbleness needed to be able to react to any business disruption.

Adoption and usage are paramount; we believe employees will quickly adapt to a change in systems and processes when designed with their input. Results we have seen with other clients show that there are no better resources than those who experience the day to day challenges to assist with designing the new or contingency functionality. Utilizing our consultative approach PNC would offer resources (no cost to the city) to be on-site with the City to learn those very challenges, interviewing key stakeholders, listening to firsthand experience and feedback so we can effectively design scalable long term solutions combining the best of the City with the best technology and expertise from PNC.



Our Executive Summary provides a three prong synopsis, the items we believe deserves further discussion and consideration, the PNC Difference as well as our recommendations for your Payroll Account.

PNC understands and embraces the nature of the City's business and the importance of transparency and conforming to all laws and regulations. Whether it be the deployment of new technologies in an effort to streamline processing and react quicker to the needs of the mobile workforce and ridership, or the use of those same technologies utilized for business purposes to protect you and your most important commodities, both your constituents and employees from business disruption with your everyday service provider. We feel strongly we can help the City and would respectfully encourage you to work with us to develop a solution that ensures accountability and demonstrates resiliency in an ever changing technology environment.

While our response to this RFP may seem unorthodox, we know that a dynamic collaboration of City + PNC can create a paradigm shift toward improving the business practice of the City's cash management operations while securing business resiliency in the face of disruption. We remain optimistic about being given the opportunity to come talk in more depth to the City about our offer and trust that you will be open to continuing discussions with PNC regarding the changes in the payments landscape and how "WE" can build a long term, scalable solution that best supports the City's overall mission, collectively keeping an "Eye on the Future".

Thank you in advance for your consideration.

Sincerely,

Barbara Reidmiller Treasury Management Officer 502-581-4538 barbara.reidmiller@pnc.com Nicholas Candis Relationship Manager 312-338-2277 nicholas.candis@pnc.com

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Executive Summary

I. Items for Discussion and Consideration

The Future of the Payments Landscape 1)

Real Time Payments

Faster payments will transform the U.S. payments system, and as one of the primary bank owners of The Clearing House (TCH), PNC has assumed a leadership role in the development of the TCH real-time clearing and settlement system. The launch of the TCH RTP network, the first new U.S. payments network in more than 40 years, represents a new phase in the evolution of digital payments. As a result, PNC's clients will be able to send and receive payments instantly, at any time.

While the TCH RTP network supports all payment types, it will initially focus on B2B transactions allowing the City to various ad-hoc payments to its patrons and vendor partners. PNC has joined six other banks in a RTP pilot program that gives select clients the ability to send and receive RTPs. TCH's goal is to achieve ubiquity in 2018 with all TCH owner banks and several other financial institutions, as well as expand payment options to include consumer payments.

Features of the TCH RTP Network:

- It can be used for credit transactions only.
- An initial threshold of \$25,000 per transaction applies. This is network-imposed and is expected to increase quickly.
- Payments can be received at any time and funds are available instantaneously.
- · Payments are final and irrevocable.
- End-to-end immediate payment confirmation is included.
- Enhanced data transfer and messaging capabilities use ISO 20022, the global standard for payments and related messaging.

PNC is actively working with our Treasury Management clients to identify use cases for RTPs to help them transform their payables and receivables processes.

2) Digital Disbursements – ePayments

Peer-to-peer payment processing has changed dramatically over the past 15 years. From the advent of PayPal in 2001 through the numerous apps deployed in the early 2010s, consumers are now reaching for their phones instead of pulling out their checkbooks and wallets to pay their friends and family. As consumers demand faster payments and corporates desire lower processing costs, this technology is entering the business world. In response to this changing payments landscape, PNC made a strategic investment in Early Warning Services digital payments network, ZelleSM, which is the technology behind our ePayments solution.

PNC's ownership investment in Early Warning's Zelle network reflects our commitment to working with Fintechs and the banking community to deliver better payment solutions. By teaming with Zelle, we have access to a wide array of consumers, at member and non-member banks, enabling clients to reach more of their payee population through electronic methods. The process enables businesses to send a payment to a consumer via email or text message, without the need to obtain payee bank account



information. This allows our clients to send payments more efficiently and cost-effectively to their customers.

Features of ePayments:

- Reduce costly inefficient check payments via a more convenient and secure electronic payment solution
- Keep account information confidential for both payer and payee by using an email address or mobile phone number to initiate payment — no need to store sensitive banking information
- Account for banked and unbanked consumers with an array of electronic payment options:
 - √ ACH (standard and expedited)
 - √ Debit Card
 - √ Prepaid Card
 - √ Check
- Speed up funds availability with expedited payment options:
 - √ Debit card-facilitated payments are routed through bank partnerships with Visa and MasterCard

PNC would welcome the opportunity to work with the City to deploy ePayments, revolutionize payment methods, and create business continuity services and processing alternatives for items such as: • per diem payments – part-time or temporary assignment pay or stipends

overcharge refunds - beneficiaries WITHOUT banking information

3) Payables Continuum

PNC's payment initiation platform to centralize disbursement authorization and execution through a single file for check, ARP, ACH, wire and virtual A/P card payments. Designed to: **Streamline Payments** († **Average AP**)

Control the release of funds - maximize payment float by releasing payment on intended effective date

Reduce Processing Costs (↓ COGS and/or ↑ Net Income)

Automated Check Printing / Mailing – reduce costs by using bank's economies of scale including better pre-sorted postal discounts and lower overall printing expenses

Consolidated File Delivery – reduce the need to maintain separate file interfaces for multiple payment methods and Account Reconcilement (ARP) files

Automated email remittance delivery option – minimize need to manually mail or email remittance details for electronic payments

Address Compliance and Industry Standards

Flexible file authorization options – confirm payment instructions through direct transmission of control totals, online authorization and release, or email/recorded authorization Secure Check Production Facility – protect and control payment



Vendor Management – store supplier payment instruction details securely through PINACLE®

Achieve Sustainable, Profitable Growth

II. 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 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

Teaming with You for Success

When you choose PNC for your comprehensive treasury management services, you'll receive:

 Digital tools and services that make your life easier. Our culture of innovation enables us to deliver industry-specific solutions that anticipate, meet — and



routinely exceed — market demands. Our drive to innovate helps you lower costs, transact faster, improve efficiencies, streamline **digital** processes and gain the real-time visibility needed to inform smarter **the** decision making. **technologies and**

We're committed to innovation and delivery of new

A smooth implementation. We'll work closely with you to create a you

services that help

transition plan that minimizes operational disruption. We'll analyze **achieve sustainable,** your current processes, explore options for improvement and identify **profitable growth.** strategies that create new growth opportunities.

- Exceptional customer support. Just like The City of St. Louis, we're committed to customer service. Our highly trained and engaged team resolves inquiries on the first call more than 90% of the time. In fact, in 2018 they earned an A+ rating from Phoenix-Hecht.
- Ongoing training on product enhancements. We invest millions of dollars annually in new technologies, infrastructure upgrades and product development efforts keeping the specific treasury challenges and requirements of organizations like yours top of mind. And, you'll receive new training and tools that help you take full advantage of our latest enhancements. We look forward to discussing how PNC can team with The City of St. Louis to implement a comprehensive, efficient and cost-effective treasury management strategy. Combined with our secure online and mobile banking portal, you'll be able to seamlessly manage your banking activity, optimize your cash flow and continue achieving your goals.

III. Payroll Account and Reloadable Card Program

PNC has provided a response for the City's Payroll Account and Reloadable Card program, allowing the City to see just some of our capabilities.

ACH Services

PNC is a leader in shaping the future of ACH — in 2018, we received an A rating from Phoenix-Hecht for ACH product satisfaction and technical support. We help shape the future of ACH through our leadership in industry associations and through innovations in our products and services, including:

Our leadership in NACHA:



- Member of NACHA Board of Directors
- Direct Member providing direct input, influence and voting on the vision and leadership for the ACH Network, NACHA Rules and NACHA's future.
- We hold several leadership positions within the NACHA Payments Innovation Alliance which contributes and advocates for payment hot topic discussions, payments education and networking.

Our membership and participation in other industry groups:



- Member of the Federal Reserve Wholesale Payment Advisory Committee
- Member of the Retail Payment Advisory Committee
- One of the owner banks and direct members of The Clearing House, which governs one of the two Operators, Electronic Payment Network (EPN) for ACH and a member of the EPN Steering Committee.
- We hold a seat on the Board of Directors and Supervisory Board of The Clearing

House.





Our investment in technology:

- We are making significant investment in our payment technology to provide you with a streamlined experience to make all payments.
- We are in the process of a multi-year project that is transforming our payment platform supporting wire, ACH, international and Real-time

Payments. This will provide you with a consistent workflow and support model, regardless of payment type. The system allows for processing and flexibility in file formats, enabling you to use the format that best works for you, including NACHA, EDI, ISO 20022 and flat files, among others.

Our nimble development to support Service Oriented Architecture:



- We are building the platform on a Service Oriented Architecture (SOA) framework using ISO 20022 formats for data transfer.
- This positions us to support the payment schemes for both the transformation of the

US Payments system to ISO 20022, as well as global payments networks already using ISO 20022. The architectural foundation of this platform allows for enhanced flexibility to respond to market changes and client needs

Fraud Prevention Services

As more and more of your business activities become digitized, the tools and mechanisms you use to prevent **At** fraud must keep pace. With an ever-changing threat **in** landscape, staying apprised of new fraud opportunities and



PNC, we take our role fraud detection seriously and offer

maintaining security can be a daunting task. With the

support of PNC's

Enterprise Fraud Management group, we provide tools you can use to stay informed on best

effective and reliable fraud detection tools practices in fraud prevention and help bolster

your existing fraud protections. We share these insights and best practices through:



PNC's Security & Privacy Center



Webinars, Presentations and Industry Events



White Papers, Articles, Security Checklists and Info Sheets



Security Center and Security Alerts in PINACLE®, Our Top-Rated Corporate Online and Mobile Banking Portal



Providing Insights to Help You Mitigate Fraud

PNC provides educational opportunities to help guide you on leading practices for fraud prevention. These articles and webinars offer insight on current threats and ways to help you mitigate fraud. Recent topics include:

- Policies and procedures to help prevent fraud
- Important security practices and fraud controls
- Recognizing phishing attempts
- Educating employees on how to identify fraud attempts
- The increasing range of threats faced by companies and how to mitigate them



Providing Tools to Help Keep You Safe

In today's target-rich environment, we know you're working hard to guard your networks and systems, employees, customers and suppliers from fraudulent activity. To help The City protect against unauthorized payments, PNC integrates features designed to mitigate fraud into our secure online banking portal and all of our product solutions. By working with PNC, you'll have the tools to help you:

- Protect against initiating wire transfers to fraudulent beneficiaries. When a new beneficiary
 account is used on a free-form wire transfer, you'll be alerted to this activity and reminded to
 validate the payment information source to confirm it's an authorized transaction.
- Mitigate check fraud. Our check services match checks for payment against your issue file and reject unauthorized transactions before losses occur.
- Guard against fraudulent ACH payments. View a report with suspicious ACH activity and approve or reject payments. You'll also have the option to automatically block and return all ACH debits presented to your account.
- Protect against fraudulent card payments. While our EMV chip card technology offers new safeguards against fraudulent in-person payments and counterfeiting, there is additional protection against unauthorized payments made online, without a physical card present. PNC is piloting a new "dynamic security code" technology that regularly changes the security code on the back of your card, making it difficult for someone to use stolen payment card information.
- Protect against fraudulent purchasing card payments. We provide technology that enables you to instantly manage the available credit on individual purchasing cards and limit employee purchasing activity through an array of card-spending controls. With our new two-way, real-time fraud text alerts, you'll gain immediate insight into potentially fraudulent transactions and have the ability to confirm the transaction or verify that it's fraudulent, as soon as it's detected.
- Protect against fraudulent mobile payments. If you take advantage of our Mobile Wallet service, you'll receive an added layer of protection. Mobile devices store a unique digital token, meaning that commercial card account numbers are never shared with a merchant. A Touch ID or password is required for payment initiation, further securing the transaction.

To help you further safeguard your information, we offer a combination of advanced security procedures and technology within PINACLE®, including:





IBM Security Trusteer Rapport, a free tool that safeguards your login credentials from phishing attempts and helps identify, remove and block malware from your computer. risk.



Event notifications delivered via text message, email or PINACLE's Message Center to alert you of key activities that may pose a security

Audit tracking and reporting to archive Customizable user entitlements to control access to limits.



detailed reports of operator entitlements and activity. services, accounts and reporting, and set transaction



Application security, including Strong timeouts, duplicate login including and 128-bit TLS tokens to log in or encryption of all data during services transmission. suspect login



user authentication options, session password requirements, prevention access certain and security questions for attempts.

PayCard Services

PNC provides you with the tools needed for a successful card program, including templates for marketing the program to employees, training and phone support, and access to the toll-free PNC PayCard Customer Service hotline for your employees.

- Reduce payroll costs including check stock and storage fees, costs for printing and reconciling payroll checks, overnight mail fees, costs to reissue lost checks and stop payment fees.
- Increase employee participation in electronic payroll, since employees do not need to have a
 checking account or to be at work to receive their paycheck. Also, should you experience difficulty
 in delivering payroll checks due to an emergency situation, employees already enrolled in the
 PNC Direct Deposit and PayCard programs would continue to receive their pay electronically on
 time.
- Eliminate the need for employees to leave work to cash their check on payday and wait in long lines to cash or deposit their paycheck.
- Enhance employee satisfaction by offering convenient and less costly methods for employees to receive their pay. An August 10, 2010, USA Today article stated that "Fees for most checkcashing stores are ... typically 1% to 3% per \$100. For frequent check cashers, this can add up to hundreds of dollars every year."
- segments who may be unbanked, without subjecting them to traditional credit or debit card Offer employees the prestige of carrying a Visa card, especially those in lower-pay/high-turnover underwriting requirements.



PINACLE®

For four decades, PNC has helped organizations like yours securely and efficiently manage their banking services, and we have the experience and solution strength to meet your needs. We've provided information reporting services through PINACLE®, PNC's top-rated corporate online and mobile banking portal, since the late 1970s, launching our current corporate online banking portal in 1999. We added mobile capabilities in 2014 when we introduced the PINACLE Mobile App for iPad®, iPhone® and Android™.



We're continually improving our products to meet our clients' needs. Our culture of innovation and Agile approach to product design and development enables us to meet and anticipate market demands — with a focus on industry-specific solutions. Throughout the year, we introduce PINACLE enhancements based on internal and client feedback. In 2017, we introduced mobile tokens for authentication and enhanced reporting features, among other functionalities. In 2018, we began our journey to reimagine PINACLE to meet the challenges present in today's digital economy. In the coming years, PINACLE will continue to evolve to maintain our leading market position.

PINACLE® is the secure access point that approximately 40,000 organizations, including 200,000 individual users, use to manage their payables, receivables and information reporting services. We serve clients across several industries, including public finance, manufacturing, retail/servicing, healthcare and financial services. We are confident that our top-rated corporate online and mobile banking portal can meet the City's unique banking needs.



Our Answers to Your Questions



Our Answers to Your Questions

This section provides our answers to your questions.

1. Customer Service

Please include the following information in your proposal for Customer Service:

i. A description of the customer service approach your financial institution will employ with the STLTO. Factors include training, initial testing and set-up, equipment servicing, and communication.



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e committed to your satisfaction and focused on making your transition as easy as possible.

ii. The names, email addresses, and telephone numbers of staff members who are authorized to respond to operational, pricing, and technical questions related to this RFP.

Barbara Reidmiller and Nick Candis will be your main contact for operational, pricing and technical questions.

Barbara Reidmiller Nick Candis 502-581-4538 312-338-2277

barbara.reidmiller@pnc.com nicholas.candis@pnc.com

iii. The name, email address, physical address, one paragraph bio, and telephone number of the primary relationship manager and secondary relationship manager(s), if any, who will be assigned to the STLTO.

Your Dedicated PNC Relationship Team

The City of St. Louis's relationship team will be led by Senior Vice President and Regional Manager, Jonathan Casiano, and Nicholas "Nick" Candis, a Relationship Manager focused solely on PNC's public finance sector clients within the St. Louis area. Together, they will leverage PNC's experience working with other public entities to bring new ideas and market insights to the City.

Jonathan and Nick will partner with the Treasury Management Officer, Barbara Reidmiller, to provide additional insight and ongoing recommendations. The quality of our service is based on a thorough understanding of the City's needs, our corresponding capabilities, and our joint responsibilities. We believe this approach clarifies expectations and enables us to align our efforts with your needs and prioritize the services that will benefit you the most. Working collaboratively enables us to implement



wellreasoned and appropriate performance standards and enhances a partnership that brings value to you and to PNC.



Jonathan Casiano

Senior Vice President, Public Finance Regional Manager Office: 312.338.2295 Email: jonathan.casiano@pnc.com

Address: One North Franklin, Chicago, IL 60606

Jonathan Casiano is a Senior Vice President and Regional Manager in PNC's Public Finance Group, overseeing the Group's business in Illinois, Missouri, Wisconsin and Colorado. Additionally, Jonathan directly manages PNC's large government relationships in this region, providing financial solutions to cities, states and related authorities, including the City of Chicago, The Metropolitan St. Louis Sewer District, City of Kansas City, State of Illinois, State of Wisconsin, Chicago Public Schools, Chicago Transit Authority and Bi-State Development. In this role, Jonathan has structured and originated credit transactions totaling more than \$3 billion and served as a strategic partner to governmental entities seeking to enhance their operational efficiency.

Prior to joining PNC in 2010, Jonathan worked as a reporter for the Newark Star-Ledger, New Jersey's largest daily newspaper, covering government, politics and urban issues. He also worked in the Mayor's Office in Jersey City, NJ focusing on economic development initiatives. Jonathan holds an MBA in Finance and a Masters in Public Policy, both from Carnegie Mellon University, and a BA in Interdisciplinary Studies from American University's School of Public Affairs. He holds his Series 7, 53 and 63 securities licenses.



Nicholas "Nick" Assistant Vice President Candis

Relationship Manager Office: 312-338-2277

Email: Nicholas.candis@pnc.com

Address: One North Franklin, Chicago, II 60606

Nicholas Candis is a Public Finance Relationship Manger for PNC where he manages banking relationships for local governments, municipalities, school districts and non-profits within the Chicago/St.Louis area. Nick oversees the allocation of credit and is ultimately responsible for the delivery of other financial services provided by PNC, including treasury management, investment management, brokerage, equipment leasing and municipal bond underwriting.

In his previous role at PNC, Nick was a Treasury Management Officer, where his role was providing innovative financial solutions to help client manage working capital more effectively; maximizing cash flow through receivables, payables, investments and information reporting.



Nick is a graduate of Indiana University Bloomington where he received his Bachelor's degree in Business Marketing. He maintains the Certified Treasury Professional designation from the Association for Financial Professionals along with his Series 52 and 63 securities licenses.



Barbara Reidmiller Senior Vice President Treasury Management Office: 502-581-4538

Email: Barbara.reidmiller@pnc.com

Address: 101 South Fifth Street, Louisville, KY 40202

Barbara Reidmiller has been with PNC since 1978 and is a Senior Vice President. As a Treasury Management Officer, Barbara supports the treasury needs for government entities, higher education, non-profits, school districts, utilities and religious organizations within the Public Finance Segment, providing a consultative approach with the finance and treasury departments.

During her tenure at PNC, Barbara previously worked in Investments Operations, Credit Operations and seven years in the Retail Banking Division, as a Teller and Customer Service Representative.

Barbara has a Bachelor of Science degree in Accounting from Bellarmine University. She is a member of the Association of Financial Professionals (AFP) and on the Advisory Board for Greater Louisville Inc.'s Workforce and Education Committee. She was previously the President of the Kentucky Treasury Management Association; the President of the Kentucky Chapter of Financial Women International; Chairman of the Board for the Kentucky Child Assault Prevention Program and served on the board for the Boys and Girls Club of Kentucky.

iv. The current total percentage of public deposits held by the banking institution.

As a percentage of total Corporate and Institutional Deposits, Public deposits make up approximately 11%, as of October 31st, 2018.

v. The institution's experience in serving similarly situated governmental entities. Staff qualifications and general experience of those individuals who will be assigned to work with the STLTO.

PNC's Public Finance group is uniquely organized to provide traditional banking products and capabilities through PNC Bank, N.A. and investment banking services through PNC Capital Markets LLC. This organizational structure allows the group to deliver a full platform of public finance services related to both bond underwriting and bank credit in a coordinated coverage model. PNC bankers work to provide comprehensive client solutions customized to meet specific needs as evidenced by the \$16 billion in outstanding credit commitments to our Public Finance clients. PNC's local presence, community involvement and impact, as well as financial strength, ensure that our public finance clients have a financial partner that goes beyond the traditional set of financial products.

Moreover, we truly value our client relationships and appreciate the opportunity to partner with them to achieve their financial goals. Our capabilities and platform allow us to provide solutions in an efficient and effective manner for both the clients and communities we proudly serve.



On a day to day basis, the relationship will be led by Nicholas Candis who has been with PNC for over 6 years where he manages banking relationships as it relates to local governments, municipalities, school districts and non-profits within the Chicago/St.Louis area. Nick oversees the allocation of credit and is ultimately responsible for the delivery of other financial services provided by PNC, including treasury management, investment management, brokerage, equipment leasing and municipal bond underwriting.

In his previous role at PNC, Nick was a Treasury Management Officer, where his role was providing innovative financial solutions to help client manage working capital more effectively; maximizing cash flow through receivables, payables, investments and information reporting.

Nick works closely with Barbara Reidmiller has who has been with PNC since 1978 and is a Senior Vice President. As a Treasury Management Officer, Barbara supports the treasury needs for government entities, higher education, non-profits, school districts, utilities and religious organizations within the Public Finance Segment, providing a consultative approach with the finance and treasury departments.

During her tenure at PNC, Barbara previously worked in Investments Operations, Credit Operations and seven years in the Retail Banking Division, as a Teller and Customer Service Representative.

Barbara has a Bachelor of Science degree in Accounting from Bellarmine University. She is a member of the Association of Financial Professionals (AFP) and on the Advisory Board for Greater Louisville Inc.'s Workforce and Education Committee. She was previously the President of the Kentucky Treasury Management Association; the President of the Kentucky Chapter of Financial Women International; Chairman of the Board for the Kentucky Child Assault Prevention Program and served on the board for the Boys and Girls Club of Kentucky.

Our Public Finance Team is managed by Jonathan Casiano who is a Senior Vice President and Regional Manager in PNC's Public Finance Group, overseeing the Group's business in Illinois, Missouri, Wisconsin and Colorado. Additionally, Jonathan directly manages PNC's large government relationships in this region, providing financial solutions to cities, states and related authorities, including the City of Chicago, The Metropolitan St. Louis Sewer District, City of Kansas City, State of Illinois, State of Wisconsin, Chicago Public Schools, Chicago Transit Authority and Bi-State Development. In this role, Jonathan has structured and originated credit transactions totaling more than \$3 billion and served as a strategic partner to governmental entities seeking to enhance their operational efficiency.

Prior to joining PNC in 2010, Jonathan worked as a reporter for the Newark Star-Ledger, New Jersey's largest daily newspaper, covering government, politics and urban issues. He also worked in the Mayor's Office in Jersey City, NJ focusing on economic development initiatives. Jonathan holds an MBA in Finance and a Masters in Public Policy, both from Carnegie Mellon University, and a BA in Interdisciplinary Studies from American University's School of Public Affairs. He holds his Series 7, 53 and 63 securities licenses.

vi. A description of the institution's corporate structure, including holding companies, parents, subsidiaries, or corporate affiliates.

Please see the link to our 10-k which outlines our corporate structure, holding companies, and subsidiaries.

http://phx.corporate-ir.net/phoenix.zhtml?c=107246&p=IROL-



<u>secToc&TOC=aHR0cDovL2FwaS50ZW5rd2l6YXJkLmNvbS9vdXRsaW5lLnhtbD9yZXBvPXRlbmsmaXBhZ2U9MTlwOTQ1Mzlmc3Vic2lkPTU3Jml4YnJsPXRydWU%3d&ListAll=1&sXBRL=1</u>

vii. The role of any third-party processor to be used in providing the services listed in this RFP.

Should PNC use a third party processor for any support, the City's relationship is still maintained and supported by PNC.

2. General Account Services

Please include the following information in your proposal for General Account Services:

i. List and map of all bank branches located in the City of St. Louis. Identify and sort each branch based on its distance from 1200 Market Street, St. Louis, Missouri 63103

Below is a list of all the banking centers in the City of St. Louis.



Branch Name	Address	Distance
Page and Grand	3526 Page Blve, St. Louis, MO 63106	1.91
North Grand	4323 N. Grand Blvd, St. Louis, MO 63107	2.96
South Grand	4131 S. Grand Blvd, St. Louis, MO 63118	3.96
St. Louis Hills	6025 Chippewa St, St. Louis, MO 63109	5.66
Maplewood	2211 S. Big Bend Blvd, St. Louis, MO 63117	6.61
Afton	8930 Gravois Road, St. Louis, MO 63123	7.83
Jennings Missouri	8001 W Florissant Ave, St. Louis, MO 63136	8.32
Telegraph	4111 Telegraph Rd, St. Louis, MO 63129	10.94
South Lindbergh	6400 S. Lindbergh Blvd, St. Louis, MO 63123	11.22
Kennerly	9914 Kennerly Rd, St. Louis, MO 63128	12.6
Creve Coeur	11410 Olive Blvd, St. Louis, MO 63141	12.93
Des Peres	1210 Manchester Rd, St. Louis, MO 63131	12.96
Westport	157 West Port Plz, St. Louis, MO 63146	14.32

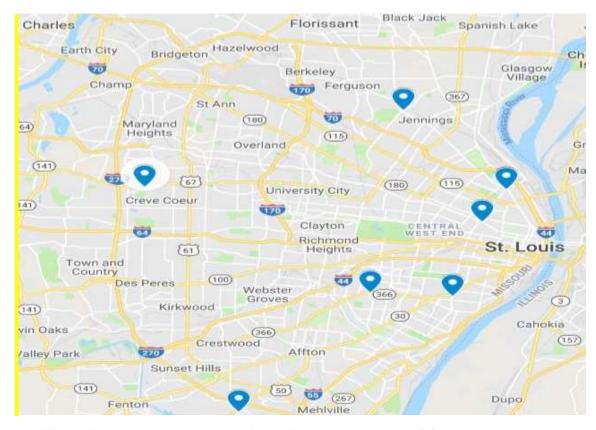


ii. List and map of all bank ATMs located in the City of St. Louis. Identify and sort each bank ATM based on its distance from 1200 Market Street, St. Louis, Missouri 63103.

Below is a list of all the PNC ATM's in the City of St. Louis.



ATM Name	Address	Distance
Page and Grand Vestibule	3526 Page Blvd, St. Louis, MO 63106	1.91
North Grand	4323 N. Grand Blvd, St. Louis, MO 63107	2.97
North Grand Vestibule	4323 N. Grand Blvd, St. Louis, MO 63107	2.97
Grand and Tholozan	3645 S. Grand Blvd, St. Louis, MO 63118	3.45
South Grand Du	4131 S. Grand, St. Louis, MO 63118	3.97
South Grand Vest	4131 S. Grand, St. Louis, MO 63118	3.97
St. Louis Hills Vestibule	6025 Chippewa, St. Louis, MO 63109	5.65
St. Louis Hills	6025 Chippewa, St. Louis, MO 63109	5.65
Jennings	8001 W. Florissant, St. Louis, MO 63136	8.09
Jennings Missouri	8001 W. Florissant, St. Louis, MO 63136	8.09
Telegraph	4111 Telegraph Rd, St. Louis, MO 63129	10.9
S. Lindbergh Vestibule	5400 S. Lindbergh, St. Louis, MO 63123	11.14
South Lindbergh	5400 S. Lindbergh, St. Louis, MO 63123	11.14
Kennerly	9914 Kennerly, St. Louis, MO 63128	12.61
Creve Coeur Vestibule	11410 Olive Blvd, St. Louis, MO 63141	12.96



iii. List and map the location of your call center(s).

PNC provides customer service through multiple channels. With our clients spread across the United States as well as in other countries, we offer several options for the City to use for support:

Treasury Management Client Care (TMCC) has multiple call centers in Pittsburgh, Pennsylvania and Kalamazoo, Michigan as well as a location for disaster recovery. The City can email or call our Client Care support as needed. The City will also be assigned a Treasury Management Sales Associate, who is also available by email or telephone.





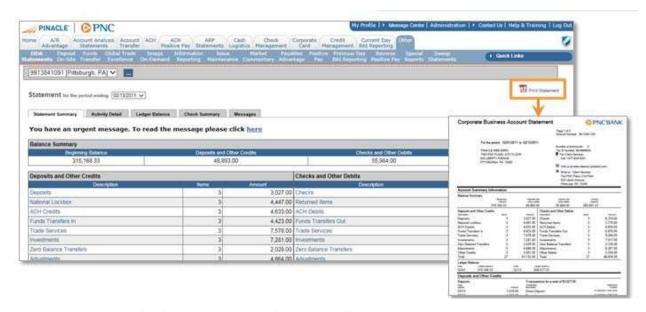
iv. Provide samples of standard statement formats available, a sample of the monthly account analysis statement and associated issuance timetables, a sample reconciliation statement, and a sample of the quarterly collateral statement provided to the STLTO.

Please refer to the Appendix for a sample of our banking statement, account analysis statement, reconciliation statement and the quarterly collateral statement.

PNC will provide monthly account analysis and demand deposit statements through the Bank Statement module within the PINACLE®, PNC's proprietary online banking system for business clients. The City and authorized users, will have the ability to search prior month's statement to view the desired activity. Statements are available on PINACLE® the next business day after the statement drops and account analysis statement are available 10 days after month-end. These statements are available for up to 13 months.

Please refer to the appendix for samples of the bank statement and analysis statement.





v. A description of daily activity cutoff times.

Branch deposits have a cutoff time for same day ledger credit as long as the deposit is made by end of business day for that branch — generally at 5:00 p.m., Monday through Friday. Deposits received after that or weekend hours are processed on the following business day.

Night drop deposits are generally opened in the morning, once daily, Monday through Friday, and ledger credit is processed that day.

The cutoff time for outgoing Wire Transfers is 4:57 PM Central Time.

vi. A fee schedule for banking services.

Please refer to the Appendix for a copy of the PNC Pricing Proforma which is our schedule of fees. In addition, PNC has included the assumptions made in order to prepare the proforma as well as our recommendations for changes. For example, if the Payroll and Treasury Operations account are at the same bank, Controlled Disbursement is not needed and the Zero Balance Account Service would suffice.

vii. Availability of funds deposited.

Please refer to the Appendix for a copy of PNC's Corporate Funds Availability Policy.

viii. Policies and procedures regarding earnings credits and reserve requirements. The current monthly earnings credit rate and the historical monthly credit rates since January 1, 2016. Include the earnings credit rates' associated benchmark (i.e., 10-year US Treasury, One Month LIBOR, etc.) and the related spread for each monthly period.

PNC does not access a reserve requirement. The earnings credit rate is based on the extent of the business relationship with PNC Bank and is benchmarked based on internal factors of the bank. The standard rates for 2016-year to date 2018:



	<u>2018</u>		
	2016 2017 YTD ECR		
	RATE % RATE % RATE%	<u>Balance Tiers</u>	
JAN	0.20% 0.30% 0.30%	\$0 - \$99,999.99	
	0.20% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.25% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.25% 0.35% 0.35%	Over 5,000,000.00	
FEB	0.30% 0.30% 0.30%	\$0 - \$99,999.99	
	0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	over 5,000,000.00	
MAR	0.30% 0.30% 0.30%	\$0 - \$99,999.99	
	0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	over 5,000,000.00	
APR	0.30% 0.30% 0.30%	\$0 - \$99,999.99	
	0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	over 5,000,000.00	
MAY	0.30% 0.30% 0.30%	\$0 - \$99,999.99	
MAI	0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	Over 5,000,000.00	
		\$0 - \$99,999.99	
JUN	0.30% 0.30% 0.30% 0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	over 5,000,000.00	
	0133/0 0133/0 0133/0	3,000,000100	
JUL	0.30% 0.30% 0.30%	\$0 - \$99,999.99	
	0.30% 0.30% 0.30%	\$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	over 5,000,000.00	
AUG	0.30% 0.30% 0.30%	\$0 - \$99.999.99	
AUG	0.30% 0.30% 0.30%	\$0 - \$99,999.99 \$100,000.00 - \$499,999.99	
	0.35% 0.35% 0.35%	\$500,000.00 - \$4,999,999.99	
	0.35% 0.35% 0.35%	Over 5,000,000.00	
		\$0 - \$99,999.99	
SEP	0.30% 0.30% 0.30%		



	0.30% 0.30% 0.30% 0.35% 0.35% 0.35% 0.35% 0.35% 0.35%	\$100,000.00 - \$499,999.99 \$500,000.00 - \$4,999,999.99 Over 5,000,000.00
ОСТ	0.30% 0.30% 0.30% 0.30% 0.30% 0.30% 0.35% 0.35% 0.35% 0.35% 0.35% 0.35%	\$0 - \$99,999.99 \$100,000.00 - \$499,999.99 \$500,000.00 - \$4,999,999.99 Over 5,000,000.00
NOV	0.30% 0.30% 0.30% 0.30% 0.35% 0.35% 0.35% 0.35%	\$0 - \$99,999.99 \$100,000.00 - \$499,999.99 \$500,000.00 - \$4,999,999.99 Over 5,000,000.00
DEC	0.30% 0.30% 0.30% 0.30% 0.35% 0.35% 0.35% 0.35%	\$0 - \$99,999.99 \$100,000.00 - \$499,999.99 \$500,000.00 - \$4,999,999.99 Over 5,000,000.00

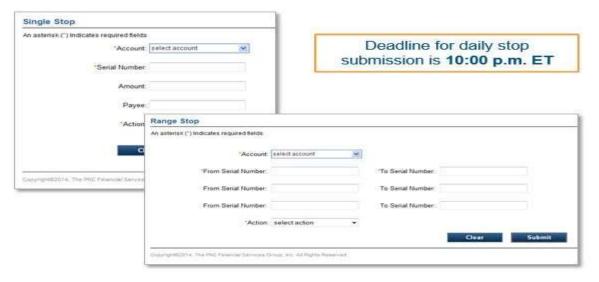
ix. In lieu of earnings credits, the STLTO is interested in interest-bearing accounts. Please indicate a fixed interest rate for the duration of the RFP term. The City also requests a one-time option to convert from a fixed interest rate to the prevailing variable interest rate. Please clearly indicate whether this option is available.



PNC recommends the Payroll Account to be an analysis checking account with the Zero Balance Account service. The Treasury Operations Account will be an interest bearing checking. The fixed rate for the Interest Bearing Checking Account is 1.60%. By earning 1.60%, the annual value this interest rate brings to the city is well above \$900,000!

- x. A schedule of fees itemizing all proposed fees for the designation RFP period based upon our estimated account balances. Include any charges for any banking supplies, such as deposit tickets and requests for change. Indicate if any fees are excluded from payment through earnings credits.
- Xi. Please refer to the Appendix for a copy of the PNC Pricing Proforma which is our schedule of fees. In addition, PNC has included the assumptions made in order to prepare the proforma as well as our recommendations for changes. For example, if the Payroll and Treasury Operations account are at the same bank, Controlled Disbursement is not needed and the Zero Balance Account Service would suffice. xii. A description of your stop payment process.

Through PINACLE® the City will be enabled to place and cancel stop payments, inquire on paid checks and review images of paid checks.



xiii. Security practices in place to protect accounts from unauthorized activity.

PNC's PINACLE security features:

- Receive security alerts and information about business resiliency and additional resources through PINACLE's Security Center
- Gain an additional layer of security through IBM® Security Trusteer Rapport® for PINACLE —
 protect login credentials, help prevent malware and fraudulent websites from stealing
 credentials and financial information
- Experience greater peace of mind when using mobile banking access to the PINACLE Mobile App is denied if malware is detected or if the mobile device has been "jail broken"



- Use fraud mitigation tools to help combat check fraud, monitor and control ACH debits and control and customize access to funds transfer initiation
- Protect against improper payments token passcodes are required to send external payments. To offer a seamless user experience, we offer PINACLE *Pass*sm, a mobile token app that enables you to generate a token passcode on your mobile device
- Use biometric authentication Apple's Touch ID and Face ID technology and Android's fingerprint ID can be used in place of static PINACLE authentication credentials (company ID, operator ID and password)

Information Security relates to the protection of PNC information systems, proprietary data, and customer information. The Information Security Program governs access to, and use of, PNC information and information assets, leveraging accepted information security industry standards. The program is designed to safeguard our client and company assets from external and internal information security threats. The PNC Program provides:

- An organizational framework with clear responsibilities and accountabilities for managing and reporting information on security risks and threats.
- Processes and procedures for identifying, assessing and mitigating security risks to information assets inherent in ongoing business and operational activities.
- A control infrastructure to manage security risks within established risk tolerances.

PNC's Information Security team works proactively to identify, contain and mitigate threats and defend our systems, networks and data. We have experience in areas including access control, control integrity, vendor management, security architecture, network intrusion detection, vulnerability management, data loss prevention and incident response. In addition, we maintain an active cyber intelligence collection and sharing program.

xiv. Policies for automatic redeposit of items returned for insufficient or uncollected funds, as well as notification timeline and method for returned (NSF) items.

The following is PNC's standard return item and re-clear processing instructions:

The standard default operating procedure for return items is that all first time return items with a returned reason of NSF/Uncollected and a dollar value of \$100 or less are automatically re-deposited. If the check is returned a second time, the City's designated account will be debited and the check will be mailed to the City's statement mailing address, via U.S. Postal Service regular mail, the morning after posting.

We will also provide our Returns Check Management service to the City which will allow you to view, monitor and work your returns much quicker online.

Returns items report is also available through PNC's online portal, PINACLE®.

The City will provide PNC with instructions for processing returned items. The checks can be re-deposited automatically.

Options for both standard and non-standard special handling are detailed on the below chart.

Standard	Non-Standard Special Handling Options
----------	---------------------------------------



Redeposit items = \$100</td <td> Redeposit all items Do not redeposit any items Do not redeposit any items above a specified dollar amount </td>	 Redeposit all items Do not redeposit any items Do not redeposit any items above a specified dollar amount
Maximum eight items listed per advice (notice)	 Maximum one item listed per advice Maximum 32 items listed per advice page (address listed once)
Debit to account for advice total	 Individual debit to account for each item Debit to account for daily total per store (only if returns are reported by location) Debit to account for grand total (cannot be used if returns are reported by location)
Items mailed to your statement mailing address, via U.S. Postal Service regular mail, the morning after posting	 Items mailed to any address you choose, via U.S. Postal Service regular mail, the morning after posting Items mailed to any address you choose, via overnight courier (UPS or FedEx, at the client's expense), the morning after posting Image copies of the returned items can be mailed to any address you choose the morning after posting
No location number reported	Original deposit location reported
No data entry	 Data entry of check maker, prints on notice Data entry of reason for return, prints on notice Data entry of multiple extended fields of information, prints on advice
Notification via mailed advice	 Information or disposition phone call to client, over/under specified dollar amount Additional copy of notice mailed to address other than where the items are being sent Image copies of items can be faxed to any fax number you choose either hourly or at the end of day schedule File transmission of check index data including MICR line information, depositing location number, redeposit decision, or other extended data keyed
RCMS web-based reporting	 Next-day return reporting of paper returns, paper and RCK re-presentments, and final chargebacks. Robust historical and statistical reporting of return data including ad-hoc reports, chargeback detail, suspicious activity, and return statistics by account and location.
RCK re-presented check entry	 Re-presentment options include maximum (up to \$2,500), minimum, and specific dollar amounts.



 Re-presentment lag time including: specific day of week, date of month or number of days after return receipt.

xv. Any other relevant policies and procedures.

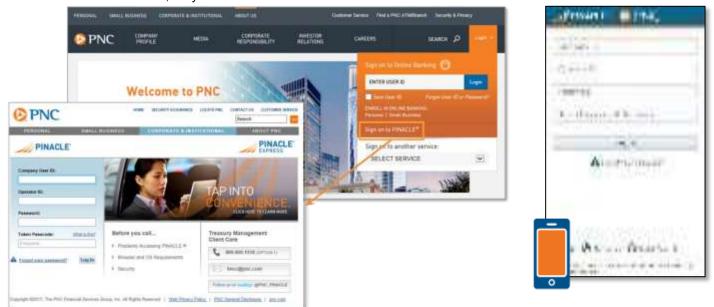
3. Retail Lockbox

Not Applicable – PNC is not responding to this section.

4. Mobile/Online Banking Functionality

Please include the following information in your proposal for Mobile/Online Functionality:

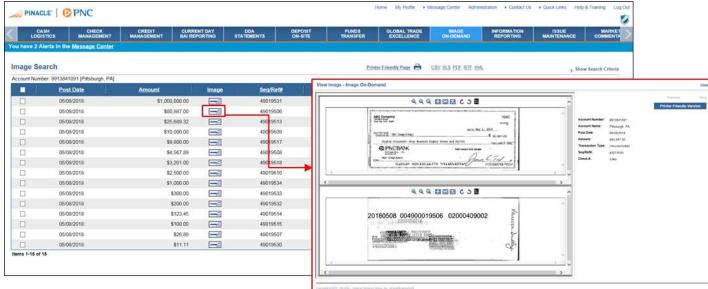
- i. Four (4) to Eight (8) screenshots of your mobile banking application.
- ii. In your fast-moving industry, it's crucial that you can securely access your financial management tools to perform key treasury management functions and make informed financial decisions, whether you're in the office or on the go. PINACLE® is a corporate online and mobile banking portal that lets you log in from any PC or from your iPad, iPhone or Android phone using the PINACLE Mobile App.
- To offer a seamless user experience, you'll have access to PINACLE *Pass*[™], a mobile token app that enables you to generate a token passcode used to secure your transactions, on your mobile device.



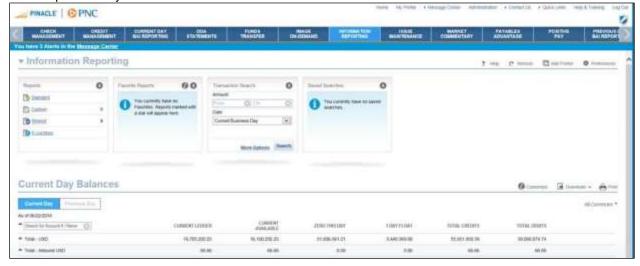
Log in to PINACLE through any PC or from your iPad, iPhone or Android phone using the PINACLE Mobile App.







You 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.

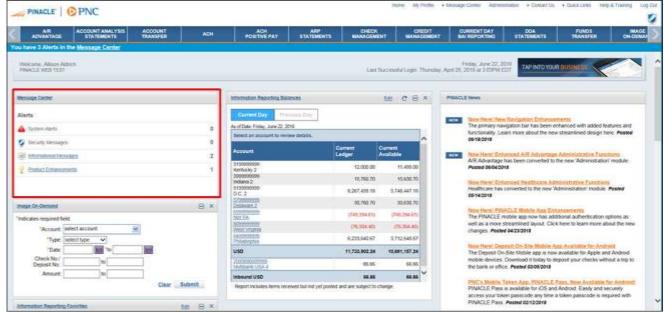


Current and Previous Day Reporting provide you with quick access to transaction information. Reports can be viewed within the portal or you may opt to have them emailed to you on a regular schedule. Secure emailed reports arrive password-protected and can be sent to up to 10 additional recipients. All standard, custom and shared reports are available via email, including current and previous day reports.

Alerts

If information is delayed, we will notify you as soon as possible through the PINACLE® Message Center by telling you which service is affected, the latest update and when we expect the issue to be resolved.



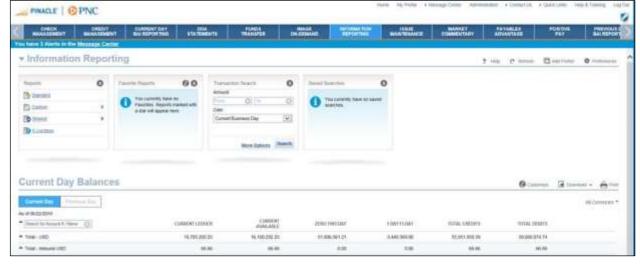


You can also choose to receive these notifications via email or SMS text message.

Receive up-to-date information and system alerts through PINACLE's Message Center

Information Reporting

Reports are easy to search, and you can also sort to show transactions by order of amount or reference number. You'll have the option to save the report as a favorite for future use, as well as share the report with other PINACLE users. Once a custom report is saved, you can access it from the Reports portlet in PINACLE Information Reporting. You'll have options for "One-click Print" and "One-click Download" to make it easy to print or download a report without having to first open it. The City may also export the reports to five file formats: .csv, .xml, .pdf, .xml and .rtf, or choose to have the custom reports emailed to you at a time and frequency of your choosing.





Easily create a customized report with PINACLE's information reporting

iv. A description of inquiry capabilities, including verification of discrepancies and processes to retrieve images of individual deposit checks.

PNC can provide the City with online access through our online portal, PINACLE®. PINACLE® is a comprehensive, web-based online and mobile banking portal. The City can securely and efficiently manage cash, initiate payments, make financial decisions, and manage financial risk with a tailored user experience all through a single sign-on. Accounts with Previous Day Reporting can view account balances and transactions for the previous day beginning at 5:00am EST the following day. Accounts with Current Day Reporting can view real-time updates (incoming and outgoing wire transfers, ACH items and account transfers) and batch updates.

- ✓ PINACLE® currently offers a full suite of Cash Management services. Currently, users could have access to:
 - · Previous Day and Current Day Information Reporting
 - View more detailed transaction information in our Special Reports module Report and track Client Service issues.
 - View all Lockbox detail through the A/R Advantage service
 - · Facilitate ACH transactions through the ACH module including Bank to Bank transfers
 - Initiate and track Domestic and International Wire Transfers through the Funds transfer module
 - Transfer funds from one of your PNC accounts to another of your PNC accounts via the Account Transfer Module
 - Send Account Reconcilement Issue information through the Issue Maintenance.
 - Review Positive Pay exceptions and images via the Positive Pay Module
 - · Review ACH Positive Pay exceptions
 - Place and cancel stop payments, inquire on paid checks and review images of paid checks within the Check Management module
 - Process and manage Remote Deposit deposits
 - Review images of paid checks, deposits, returns, etc. within your Previous Day Reports
 - Inquire upon all of your transactions (paid checks, deposits, returns, etc.) and review images of these items within our Image on Demand Module.
 - Online Statements

✓ Event Notification

- PINACLE® has incorporated an Event Notification feature which enables users to request notification as certain events occur. These can include:
- Current Day Account Balance Threshold (>/<= user defined balance)
- Current Day Incoming Transactions (Lockbox, Wire or ACH)
- Positive Pay Exception Items Available
- Return Item Special Report Available
- Debit Authorization Special Report Available
- Operator Pending Approval
- New Account Added (service administrators only)
- New Service Added (Admin1 and Admin2 only)
- Statement is Available (On-Line Statement users)
- ACH Batch Pending Approval
- Positive Pay Exception Decision Pending Approval



- Check Management Stop Pending Approval
- Image Available from Archive
- Users can elect notification either online within PINACLE® or directed to a designated email address. Operators can suspend notification for a pre-determined period of time or direct to another contact point while away from the office.

✓ PINACLE® Mobile:

- PINACLE® is PNC's corporate online and mobile banking portal that helps you securely and
 efficiently manage your cash and make decisions while providing a tailored user experience for
 your corporate banking activities. The PINACLE® Mobile App is available to all PINACLE®
 operators, and provides quick and secure access to your company's financial information while
 you're in the office or on the go.
- The App will help you make informed financial decisions and perform key treasury management functions remotely. Quickly approve wire transfers, process operator password changes, drill down into account details and much more, all with a tap of your finger! The PINACLE® Mobile App provides you with the tools and resources you need to move your business forward anytime, anywhere.
- You can customize your mobile banking experience via your PINACLE® desktop application, where
 you can select the services and accounts you would like to view while utilizing the mobile App. The
 App provides the same strong authentication and robust security features that you have come to
 expect from PINACLE®. It accommodates any iPad or iPhone with an operating system of iOS 4
 or higher.
- Currently, we have approximately 12,000 companies and 55,000 users that access PINACLE® and
 its related services. PNC provides several options for technical support and general user support.
 For example, PNC routinely publishes "Tip Cards" to assist users in the common actions within
 PINACLE®.





Training - We understand everyone learns differently and when faced with a new online platform to manage your day to day banking this is important to make sure you have the right training. PNC has developed a series of on-line help tools developed specifically to support web-based service offerings.

These tools include the following:

- Product Tip Cards Our comprehensive Tip Cards provide detailed, step-by-step instructions for using all of the services available on PINACLE®. Presented as Adobe Acrobat documents, they can be read online (using the free Acrobat Reader) or downloaded and printed for later use.
- Recorded Training Sessions Viewing of online training sessions right on your browser, presented
 as Windows Media formatted streaming audio and video. These training sessions are hosted by
 the PINACLE® training group, and include both full-length training sessions and shorter
 taskoriented tutorials.
- Live Group Training Sessions Through our PINACLE® platform you can register and join live training sessions at any time from administrative functionality to product specific.
- One on One Training for your Team We can also setup one on one training for your team if needed. Discrepancies

The City will have one primary point of contact for servicing through our Treasury Management Department. Michael Janociak, Treasury Management Sales Associate, will be the primary point of contact, working directly with the City's Treasury Management Officer, Barbara Reidmiller. Michael coordinates issue resolution, product implementation and service origination/closing. The Sales Associate will direct any issue to the appropriate internal contacts for resolution and facilitates cross-product activities when necessary.

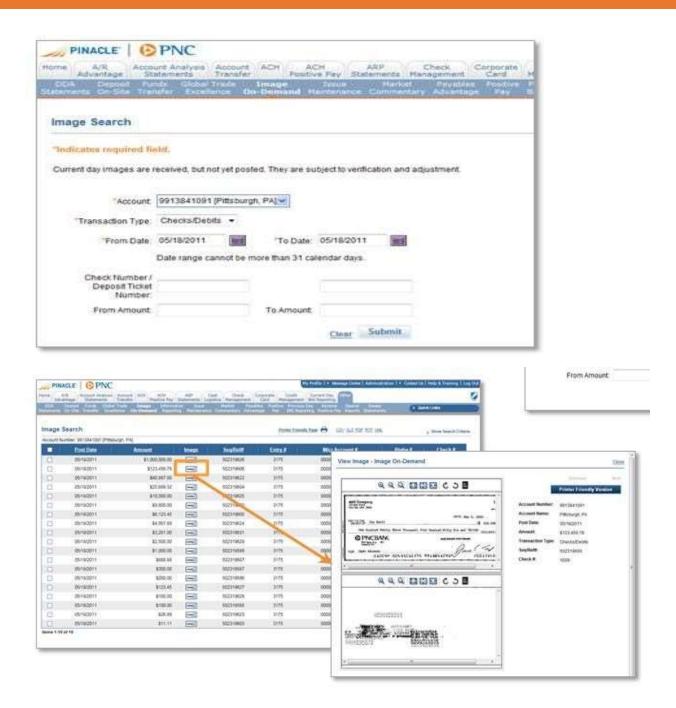
Images

Through PINACLE® Previous Day reporting the City will have access to the image copies (front and back) for the length of time selected upon implementation. 3 month is standard, however you can have 6 month or 1 year retention if desired. After that time frame you will have accessibility to our Image On-Demand module which houses the images for 7 years.

We also can provide the following services around images for cleared items:

- CD-ROMS of all cleared checks
- Image Bulk Files





v. The time that the previous day's information, ACH transactions, and wire transfers will be posted and available online.

Accounts with Previous Day Reporting can view account balances and transactions for the previous day beginning at 5:00am EST the following day.

Accounts with Current Day Reporting can view real-time updates (incoming and outgoing wire transfers, ACH items and account transfers) and batch updates.

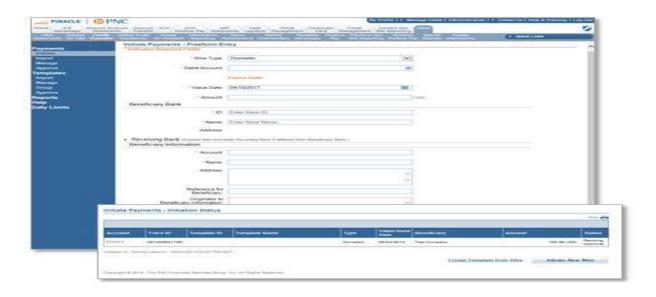
Wire same-day processing cut-off is 5:57 pm ET



vi. Online initiation and management procedures for wire and ACH transfers, stale dated checks, and stop payments (please also provide screenshots for each of these features if available).

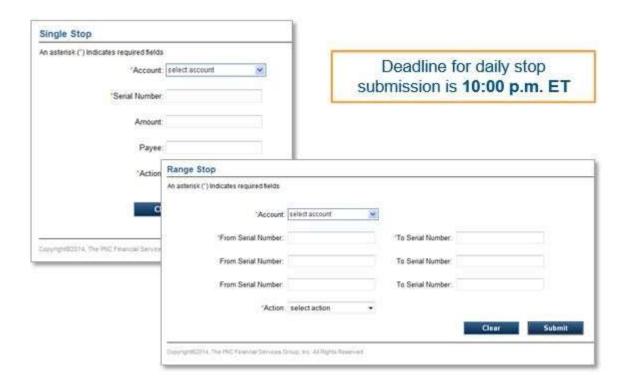
Through PINACLE® the City will have the functionality to initiate Wires, ACH and book transfers. The City for your security, tokens are assigned specifically to the Operator via the Manage Operators function of the Administration module. Tokens are required to initiate and approve ACH, wires and wire templates as well as release transactions.

PINACLE® gives you complete control of the City's security by allowing you to self-administer your setup. Administrator capabilities are issued to two representatives who will be responsible for adding additional operators and determining access. The administrators can designate which City representatives have access to which accounts he/she is authorized to access, and whether the access is for initiation, approval or both. Secondary approval is required for transactions and templates. In addition, limits can be assigned to an individual on a per transaction basis, or as a daily aggregate. The City can create repetitive payment instructions on line without the exchange of documentation. Templates are immediately available for use once an authorized representative has properly approved them.



Through PINACLE® the City will be enabled to place and cancel stop payments, inquire on paid checks and review images of paid checks.





vii. On-line log-in security methods and how user access is granted/modified/revoked by system administrators.

Our versatile, comprehensive platform is designed to help you securely and efficiently manage cash, initiate payments, make In 20 8, we received an financial decisions and manage your financial risk with a tailored an experience.

A+ ranking from Ploents
Hecht for our mobile

Here's what sets our corporate online and mobile banking portal

banking product. apart:



Technology



Security



viii. The hardware system(s

- Consolidate your corporate banking information in an easy-to-use central location, with integrated tools that enable you to manage receivables efficiently, improve your payables process, initiate transactions guickly and easily and manage your liquidity balances
- Access banking information from any desktop with Internet access or log in using PINACLE Mobile App — available for iPad[®], iPhone[®] and Android[™] phone
- Gain immediate visibility into your current cash position with information reporting that can be used to accelerate your reconciliation process. In 2018, PNC received an A+ ranking from Phoenix-Hecht for our web information reporting
- Benefit from regular upgrades to PINACLE we make enhancements throughout the year. Client feedback helps us determine future enhancements so we can help you meet your strategic goals
- Receive security alerts and information about business resiliency and additional resources through PINACLE's Security Center
- Gain an additional layer of security through IBM® Security Trusteer Rapport® for PINACLE — protect login credentials, help prevent malware and fraudulent websites from stealing credentials and financial information
- Experience greater peace of mind when using mobile banking —
 access to the PINACLE Mobile App is denied if malware is detected
 or if the mobile device has been "jail broken"
- Use fraud mitigation tools to help combat check fraud, monitor and control ACH debits and control and customize access to funds transfer initiation
- Protect against improper payments token passcodes are required to send external payments. To offer a seamless user experience, we offer PINACLE Pass[™], a mobile token app that enables you to generate a token passcode on your mobile device
- Use biometric authentication Apple's Touch ID and Face ID technology and Android's fingerprint ID can be used in place of static PINACLE authentication credentials (company ID, operator ID and password)

requirements necessary to access online services.

Browser Requirements

Microsoft® Internet Explorer® 11.0

Note: The Compatibility View setting should be active for the site to minimize display issues.

We do not recommend using Microsoft's Edge browser with PINACLE at this time.

Chrome® 41.0.2272.118 and higher

Firefox® 36.0.2 and higher

128-bit Transport Layer Security (TLS) encryption is required.

JavaScript and Cookies must be enabled.



- * Other browsers may work with PINACLE; however, PNC has not validated compatibility with other browsers across all PINACLE functions.
 - Operating System Requirement:
 Microsoft® Windows® 7 through 10
 - Screen Resolution Recommendation:

1024x768 is recommended

ix. Any other pertinent information.

5. Automated Clearing House (ACH) Services

Please include the following information in your proposal for ACH Services:

i. Daily posting and cut-off times for both ACH deposits and payments.

PNC has the ability to provide ACH Services to the City for both originating/sending and receiving. With PNC's Direct Deposit service, the City can leverage the Automated Clearing House (ACH) network to electronically disburse funds for recurring payments such as employee payroll, expense reimbursements, and pension / annuity payments. The City employees with bank accounts can receive their payments in a convenient, timely manner.

ii. The methodology and procedures involved for importing ACH files and the associated file requirements.

You can originate ACH credits and debits through our online and mobile banking portal, PINACLE®, in the PPD, CCD, CCD+, WEB, TEL, RCK and IAT Standard Entry Classes.

In order to offer you a seamless user experience, we have designed PINACLE® to operate on Microsoft Windows 7 through 10 operating systems. Additional technical requirements include:

- Browsers Microsoft Internet Explorer 10.0 and 11.0, Chrome® 41.0.2272.118 and higher or Firefox 36.0.2 and higher; 128-bit Transport Layer Security (TLS) encryption is required, and JavaScript and Cookies must be enabled.
- Screen resolution 1024x768 is recommended.
- Other software Adobe Reader 6.0 or higher for viewing and downloading reports is required.

For a seamless user experience, we recommend accessing PINACLE[®] through one of the following browsers:

- Internet Explorer 10.0 and 11.0
 Chrome 41.0.2272.118 and higher
- Firefox 36.0.2 and higher.

Additionally, 128-bit Transport Layer Security (TLS) encryption is required and JavaScript and Cookies must be enabled.

You will receive strong support from PNC during your PINACLE® implementation and through our ongoing relationship, including:



- Implementation team support
- A complete set of user documentation that contains all of the pertinent information needed to get started in PINACLE
- Depending on the services you require, you may also be assigned a designated individual from our ACH implementation to work on your requests



iii. The ability of the STLTO to build a database of repetitive ACH transactions.

Yes, we recommend you build databases of repetitive transactions. The PINACLE® ACH service provides several user-friendly templates to make keying data into a template fast and easy. You maintain the templates within PINACLE and they are available for batch initiation immediately upon creation.

iv. Security procedures in place to minimize the risk of unauthorized ACH transactions.

A request to attempt a reversal is accepted only from authorized representatives as they are listed as "Maintenance Contacts" on your "ACH Company Contact Info Change Form," which is completed during the implementation process and must be signed by an authorized signer from your organization.

Proposal to deliver full treasury management services to The City of St. Louis



Standard request forms are not supplied to the customers to complete, but standard forms are used by the back office staff when accepting the reversal requests from the authorized contacts so callers are prompted for the correct information.

In addition, strict audit controls are in place to restrict access to these functions. PNC cannot accept requests to add transactions under any circumstance, and all maintenance activity, such as changes, deletions and reversals, are monitored, logged and reviewed.

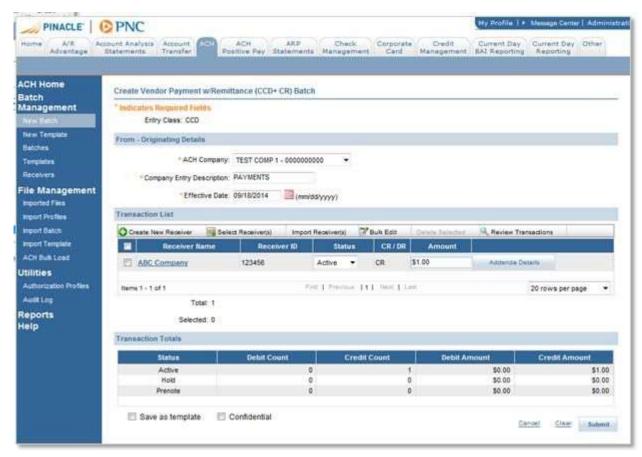
v. Any other pertinent information.

PNC offers both Electronic Debit Block and ACH Positive Pay to prevent unauthorized debits. Debit Block will prevent any Electronic Debit from posting to an account. ACH Positive Pay will allow authorized Debits to an account; the service also displays any unauthorized payments for payment decision.

PNC offers ACH Positive Pay to help the City control who has access to electronically debit the City accounts. Through PNC's online banking service, PINACLE®, ACH Positive Pay enables the City to establish authorized debit criteria, review any unauthorized items and make pay/return decisions – all in a secure online solution.

ACH Positive Pay uses the originating company ID to identify authorized originators. The City can further refine which debits to automatically pay by specifying allowable dates, amounts or number of occurrences. Any ACH debits not automatically paid can be reviewed online, where the City can inform PNC to pay or return the item or even create a new authorization rule from the entry. Any unauthorized ACH debits are returned before they are ever posted to your account.



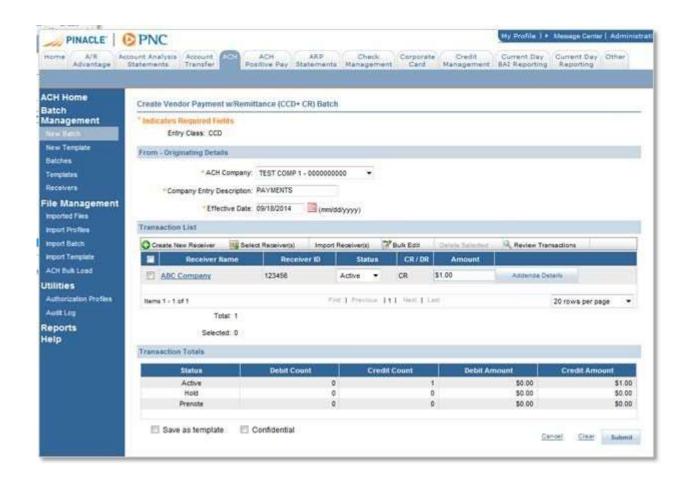


vi. Any other pertinent information.

PNC offers both Electronic Debit Block and ACH Positive Pay to prevent unauthorized debits. Debit Block will prevent any Electronic Debit from posting to an account. ACH Positive Pay will allow authorized Debits to an account; the service also displays any unauthorized payments for payment decision. PNC offers ACH Positive Pay to help the City control who has access to electronically debit the City accounts. Through PNC's online banking service, PINACLE®, ACH Positive Pay enables the City to establish authorized debit criteria, review any unauthorized items and make pay/return decisions – all in a secure online solution.

ACH Positive Pay uses the originating company ID to identify authorized originators. The City can further refine which debits to automatically pay by specifying allowable dates, amounts or number of occurrences. Any ACH debits not automatically paid can be reviewed online, where the City can inform PNC to pay or return the item or even create a new authorization rule from the entry. Any unauthorized ACH debits are returned before they are ever posted to your account.





6. Wire Transfer Services

Please include the following information in your proposal for Wire Transfer Services:

i. Associated policies.

Online Initiation (PINACLE® Funds Transfer)

You can initiate transfers from any PC or from your iPad, iPhone or Android phone through our corporate online and mobile banking portal, PINACLE®. Our Funds Transfer service within *PINACLE gives a* convenient and flexible platform to transmit payment instructions for same day or future dated release. For your security, tokens are required to approve wire templates and release transactions. To offer a seamless user experience, PNC offers PINACLE Pass™, a mobile token app that enables users to generate their token passcode on iPhone and iPad devices. You'll have the option to further secure your wire transfers by designating who may initiate and approve wires. Secondary approval is required for transactions and templates.

Our advanced security procedures help you control what your users can see. Your administrators will determine who within your organization will have access to PINACLE® and which services they may access, including the level of access to information reporting.



The funds transfer service allows you to manage operator privileges. Entitlements allow you to assign operator privileges by account and then by dollar amount. Limits can be set for both a daily dollar amount and a single payment amount for each account that is assigned to a user.

Telephone: For your protection, your authorized representative will be required to provide a valid Personal Identification Number (PIN) prior to initiating a wire payment. Transaction values exceeding a mutually agreed upon threshold will be confirmed in a follow-up call to your company. All calls are recorded, and may be monitored for security purposes.

Internet (PINACLE®): PINACLE® provides the login security you need to help protect your business. To log in to PINACLE, users must provide a Company User ID, Operator ID and password. For our Wire Transfer services, users must also enter a token-generated passcode upon login. We also use a multifactor authentication system to evaluate each login. If our system deems a login to be "abnormal," then it prompts the user to answer one of their pre-answered security questions. You can customize login requirements to fit your security requirements. During implementation, you may determine if you would like your users' passwords to expire every 30 days, 60 days or 90 days. The default is set to 30-day expiration.

File Transmission (CPU to CPU): When we receive your file, security validations and edits are performed to confirm the integrity of the data. Secondary authorization, verification phone calls, and other mutually agreed upon processing procedures are performed before releasing the wire to the Federal Reserve.

Transaction Approval

In every method of transaction initiation, we require dual control and segregated duties for entry, approval and release of wire transfers. To meet your security needs, you'll be able to assign privileges and dollar limits at the function (initiate, approve) and account levels.

With the exception of PINACLE® transactions, which must be approved by 5:57 p.m. ET, all transfers requiring secondary authorization must be approved by 5:30 p.m. ET. At 5:30 p.m. ET, any transfer initiated that day, including current and future-dated transfers, and still awaiting secondary authorization will be canceled. To simplify your management of pending approvals, you'll see a message when you log in or out of PINACLE®. The message advises you of any existing transfers in need of secondary approval.

ii. Wire transfer initiation and verification processes, including daily cut-off times.

Online Initiation (PINACLE® Funds Transfer)

You can initiate transfers from any PC or from your iPad, iPhone or Android phone through our corporate online and mobile banking portal, PINACLE®. Our Funds Transfer service within PINACLE gives a convenient and flexible platform to transmit payment instructions for same day or future dated release. For your security, tokens are required to approve wire templates and release transactions. To offer a seamless user experience, PNC offers PINACLE Pass™, a mobile token app that enables users to generate their token passcode on iPhone and iPad devices. You'll have the option to further secure your wire transfers by designating who may initiate and approve wires. Secondary approval is required for transactions and templates. Voice Initiation

For your protection, you must enter a valid Personal Identification Number (PIN) and an account number (one with active wire transfer services) into the keypad of your telephone to authenticate to the system prior to initiating or verifying a wire.



Transaction values exceeding a designated threshold must be verified by an authorized representative from your organization. In the case where a wire transfer requires verification, the payment operator will notify the wire initiator of this requirement. In addition, we will send hourly email reminders to the wire initiator regarding the verification requirement until the wire has been verified. All Voice Wire calls are recorded and may be monitored for security purposes. **Standing Transfer Orders**

Standing Transfer Order (STO) wires use an automated routine to initiate transfers. You provide wiring instructions, including the routing information, frequency and amount of the wire transfer. Our implementation group will build a template that will be set to release automatically based on your specifications. STOs gives you the flexibility to do the following:

- Request payment initiation on a daily, weekly, bi-weekly, monthly, quarterly or annual basis
- Specify the time of day for the payment value to be sent
- If you have payment obligations with fixed durations (such as loan payments), you can
 indicate both the start and stop dates to correspond with your payment schedule.

Wire transfers will automatically be released on your designated dates and specified times.

File Transmission Wires

If you have file transmission capabilities and need to process a high volume of transfers, this service enables you to provide multiple payment instructions in a single file, making it easy to consolidate payments into batches.

We accept several file formats for domestic and international wire processing, including EDI and ISO 20022 format. When we receive your file, we confirm the integrity of the data and then send it to our wire transfer system. The Wire Transfer System performs additional validations and edits, which include balancing the transmission and all of the batches within the transmission. Secondary authorization, verification phone calls and other mutually agreed upon processing procedures are performed before releasing the wire(s).

Securing Your Transactions through Approvals

In every method of transaction initiation, we require dual control and segregated duties for entry, approval and release of wire transfers. To meet your security needs, you'll be able to assign privileges and dollar limits at the function (initiate, approve) and account levels.

With the exception of PINACLE® transactions, which must be approved by 5:57 p.m. ET, all transfers requiring secondary authorization must be approved by 5:30 p.m. ET. At 5:30 p.m. ET, any transfer initiated that day, including current and future-dated transfers, and still awaiting secondary authorization will be canceled. To simplify your management of pending approvals, you'll see a message when you log in or out of PINACLE®. The message advises you of any existing transfers in need of secondary approval.

iii. How the institution addresses repetitive wire transfers.

The City has several options to establish repetitive transfers, including:

- Electronic transmission
- Internet (PINACLE® corporate online and mobile banking portal)
 Voice initiation
- Standing Transfer Order (STO)

The City can establish online repetitive wire transfers through PINACLE®, our corporate online and mobile banking portal. This online service allows you to build and maintain repetitive wire transfer templates from any PC or from your iPad, iPhone or Android phone using the PINACLE Mobile App.





 Log in from any PC or from your iPad, iPhone or Android phone using the PINACLE Mobile App to create repetitive wire transfers.

iv. Methodology for notification of incoming wire transfers.

PNC provides an email notification service for wire transfers. This service provides a real-time confirmation of both incoming and outgoing wire transfers.

Additionally, you may subscribe to event notifications to alert you about key activities within your portal, including wire transfers. Depending on your preference, these can be delivered to the PINACLE Message Center, or directly to you via email or SMS.

v. Security policies and procedures in place to the minimize risk of unauthorized wire transfers.

PNC uses a dual control system to help prevent wire fraud in our operations unit. Security measures are in place to restrict physical access, and operator activity logs are kept and monitored. Frequent reviews of operator procedures and system controls serve as an effective deterrent to fraudulent activity. Additionally, our wire transfer services incorporate dual control elements to mitigate the risk of fraudulent activity.

In today's target-rich environment, we must all work to defend networks and systems, employees, customers and suppliers from fraudulent activity. PNC integrates fraud protection features into our secure online banking portal and all of our products. To help protect your PINACLE® banking portal, we provide the option for you to download IBM® Security Trusteer Rapport®, a free security tool that helps safeguard your login credentials from phishing attempts and removes malware from your computer.

To help trigger awareness at the point of payment initiation, we implemented a PINACLE Funds Transfer feature that alerts you when a new beneficiary account is used on a free-form wire transfer. The alert instructs the initiator and the approver to confirm the legitimacy of the payment request, and instructs them to validate any email payment requests verbally with the requestor.

In addition to staying abreast of current threats, PNC takes an active role in helping to prevent future attacks. We work with the National Cyber Forensic Training Alliance to develop early warning signs and leading practices to respond to ever-evolving cyber-based threats.

By understanding the larger threat picture and adopting enhanced security leading practices along the way, we can better assess risks and vulnerabilities to protect our clients. For example, PNC works closely with industry partners and the FBI to look for evidence that our clients may be at risk for an email targeting scheme. By remaining vigilant and notifying our clients, we've been able to help clients prevent fraudulent payments.



PNC provides educational opportunities to guide you on leading practices for fraud prevention. These webinars offer insight on current threats and ways to guide your employees to mitigate fraud. Recent webinars include:

- Policies and procedures to help you prevent fraud
- Important security practices and fraud controls
- · Recognizing phishing attempts
- · Educating employees on how to identify fraud attempts



vi. Any other pertinent information.

7. Merchant Services

No longer Applicable per the City's request.

8. Positive Pay

Please include the following information in your proposal for Positive Pay Services:

i. Description of the financial institution's positive services, if any, system requirements, and operating procedures.

Used in conjunction with one of PNC's Account Reconcilement Programs (described below), Positive Pay and Payee Positive Pay complement the internal security measures you employ to protect against unauthorized checks being paid. Timely access to information also helps you to identify exception items sooner and reconcile disbursement account activity quickly and more accurately.

Positive Pay and Payee Positive Pay help you to broaden and extend your fraud control measures by matching issued check information as checks are presented for payment against the same check data. Both services can be used with account reconcilement or controlled disbursement accounts. All exceptions are consolidated into a single online report so you can make more timely decisions.

CHOOSE A FLEXIBLE AND CONVENIENT TOOL

PNC offers two forms of Positive Pay so you can choose the fraud detection tool that's right for your business and disbursement processes.

Positive Pay/Payee Positive Pay

Provide PNC with a timely transmission of your check issue data, and PNC matches checks presented for payment with those in your issue file.

Choose to use PNC's Payee Positive Pay premium matching feature:

- Account number
- Check number
- Encoded dollar amount
- Paid date o Advise PNC whether to pay or return exception items once you

have reviewed them. O Easily view check images that require further research via PNC's

PINACLE® Check Management or Image On-Demand modules. Reverse Positive Pay \circ

Receive a daily file of checks presented to PNC for payment. The file contains the following information for each check:



- Account number
- Check number
- Encoded dollar amount
- Paid date o Compare the paid file to your check-issue database to identify any exception items and advise PNC whether to pay or return each item.
- Use the PINACLE Reverse Positive Pay module to review images and submit corrections and return instructions online with all of the controls of PINACLE entitlements.

TIMELY ACCESS TO POSITIVE PAY AND PAYEE POSITIVE PAY EXCEPTION ITEMS

- Leverage PNC's PINACLE Positive Pay module for timely access to your exception items, reducing your exposure to disbursement risk.
- View check images directly on your PC screen with a few simple clicks front and back view.
- o Modify an item's status using online tools to do one of the following:
 - Pay
 - Pay with issue
 - Pay with Change issue
 - Return o Easily create issues, instructing PNC on how to handle your exceptions. o Automate and streamline your Accounts Payable process, saving time and money.

ACCOUNT RECONCILEMENT PROGRAMS

Full Reconcilement:

- Provides a full reconcilement of disbursement accounts when you submit a check-issue file to PNC
- Offers complete reporting of all checks paid against your account during the reconcilement period
 - Lists all unpaid items for reconciliation in check number order
- Identifies check-payment errors (encoding, mis-posts, etc.) before any reports are generated Reports include check number, dollar amount, paid date and issue date for all items.

Full Reconcilement Services are required for Positive Pay/Payee Positive Pay.

Partial Reconcilement:

- o Provides a partial reconcilement of disbursement accounts
- o Offers complete reporting of all checks paid against your account during the reconcilement period

Reports detail check number, dollar amount and paid date for each paid item. Reports can be sorted according to either check number or paid date order.

Either Partial Reconcilement Services or Full Reconcilement Services are available for Reverse Positive Pay.

9. Reloadable Debit Cards



i. Please provide information about similar products or services offered by your institution.

There are many factors that differentiate PNC's approach to prepaid card services, including:

Our Approach to Your Business

- We work closely with you and serve as an advisor:
 - Our consultative approach has given PNC one of the highest client satisfaction levels in the industry. In the 2018 Phoenix-Hecht Quality IndexTM, PNC's Treasury Management received an A+ for overall customer service from large corporate organizations.
 - We've offered prepaid card services since 2003, so we understand the idiosyncrasies of these kinds of cards and apply that knowledge and expertise to every program we implement.
 - Our staff has extensive card industry experience and knowledge to provide consultative support.
 - We integrate proven "best practice" methodologies within our consultative strategies. A
 Smooth Transition with Implementation Support
- PNC has vast experience in implementing and maximizing card programs:
 - Our seasoned implementation consultants have worked with numerous organizations across a wide range of industry segments.
 - Unlike most other prepaid card providers, PNC customizes a program to meet the City's unique needs and requirements.
 - We provide the service and attention required during implementation to provide a smooth enrollment campaign for your cardholders — so they can see the value of your new program.

Leading-Edge Technology That Provides Security and Convenience

- PNC recognizes that the prepaid card industry has become an electronic commerce environment:
 - We are committed to investing in new technology to provide you with strong process improvement opportunities. An annual planning process — driven by client input and industry trends — identifies potential product enhancements.
 - Our relationship with Allpoint[®], the largest surcharge-free ATM network in the country, means we can provide your cardholders with surcharge-free access to their prepaid funds.
 - We use a secured technology platform to help protect your cardholders' confidential information.

Our Focus on Quality and Client Satisfaction

- The primary focus of our business is client satisfaction, not just client service.
- Clients are surveyed periodically to track overall satisfaction.
- Our quality improvement program focuses on the top service performance indicators that most directly impact our clients.



- Open communication among key service resources helps to respond to inquiries in a timely manner.
- Your dedicated Account Manager and Treasury Management Officer meet regularly to review your program and resolve any inquiries.
- PNC has service level agreements and monitoring in place with our card processing subcontractor. Outstanding performance items are addressed weekly.

We're committed to keeping our product current and competitive as demonstrated by the following:

- Product Development
 - An annual planning process driven by client input and industry trends identifies
 potential product enhancements. PNC evaluates and prioritizes these potential product
 development or enhancement initiatives in the development of our product roadmaps.
 - We regularly make technology upgrades and enhancements.
 - We are committed to continued alliances with strategic third parties.
- Staffing Investment
 - Our senior level management is committed to maintaining the appropriate levels of staffing resources needed to effectively manage our portfolio of card programs.
- Financial Investment
 - Our prepaid card program is a strategic business line for PNC; we are committed to its growth and development.
- Professional Affiliations
 - Through our participation in the Association for Financial Professionals, we stay ahead of industry trends.

Using our units/stores' street addresses, provide a proximity analysis for your: ATM locations, POS network, Bank branch locations (for cash advances)

- Because PNC prepaid cards are Visa debit cards, the City's cardholders can obtain cash at ATMs displaying the Visa, PLUS®, STAR®, Allpoint® and PNC logo, as well as Visa member bank branches worldwide. With a PNC prepaid card, your cardholders have a significant advantage: access to our extensive network with more than 9,000 PNC ATMs and approximately 2,500 branches located in 19 states and the District of Columbia, plus access to the Allpoint ATM network of 55,000 surcharge-free ATMs all over the world.
- One in every 12 ATMs in the United States is part of the Allpoint network, which includes the ATMs located in major retailers such as Target, Costco and 7-Eleven. Thanks to the strong footprint of our combined networks, it's less likely that your cardholders will have to incur surcharge fees for usage of an out-of-network ATM helping to improve overall satisfaction with your card program.
- The Allpoint website (www.AllpointNetwork.com) and mobile app provide information on ATM locations.

10. Other Service Lines

i. Please provide a list of other services that your financial institution offers governmental or corporate entities similar to the STLTO.



As mentioned in the opening of this RFP response, PNC would like to take a more consultative approach to the City's Treasury Management needs. The most effective use of other services includes gaining a better understanding of the City's current needs and potential enhancements by interviewing employees and observing internal processes in order to make informed recommendations. A few services our other government clients use include:

Payables: PNC's Payables Continuum provides a detailed analysis of the City's current payables system to determine which of these services would add the most value.

- Procurement Card for a distributed card program and for accounts payable
- Fleet Card
- AP Advantage
- Payables Advantage
- · Real Time Payments
- Digital Payments

Receivables: We are happy to work with you to evaluate and pursue enhancements to your deposit services. We'll evaluate your specific request on a case-by-case basis. Related cost and delivery estimates for approved enhancements are dependent on the project scope and provided prior to execution.

- · Cash Logistics
- · Deposit on Site
- Deposit Reconcilement
- Payer Express
- · Print & Mail

Please include the following information in your proposal for Other Services:

i. Other Services: A detailed description of any other service lines your institution believes may improve the STLTO's efficiency and effectiveness and how they will benefit the STLTO.

Payables:

 Procurement Card — The distributed card programs enable employees to initiate a high volume of purchasing for both T&E and general purchasing needs. Cardholders and their managers have the ability to review, allocate and approve card spending. By using these distributed cards, employees are able to either support needs of business travel or pay suppliers directly for general maintenance, repair and operating needs, thereby eliminating the need for an invoice to be sent to the Accounts Payable Department.

PNC uses ActivePay® to pay suppliers out of a centralized accounts payable process. Cards are used instead of a physical check to make payments to the approximately 500 suppliers enrolled in this program. Individual payments are typically in excess of \$10,000. We've also used ghost cards since the beginning of PNC's initiative to automate purchasing and payment processes via an e-sourcing application. When the Accounts Payable Department establishes vendor card accounts, it assigns Visa card numbers to the supplier. Employees can place orders directly with more than 50 suppliers via the online Ariba® Supplier Network according to corporate purchasing



policies. PNC employees like the system because they can initiate purchases on their own and suppliers are pleased because they receive payment sooner than the traditional method of issuing an invoice and waiting for payment via check. The combination of ActivePay® and commercial cards has been successful for both PNC and our suppliers, and has helped us do the following:

- * Reduce the costs of issuing checks
- * Provide closer oversight of purchases
- * Facilitate timely electronic settlement to suppliers
- * Gain efficiencies of electronic settlement, consolidated electronic invoicing, automatic electronic reconciliation, data integration and general ledger (G/L) posting

PNC also has an internal purchasing card program. It is used primarily for inter-departmental purchases, such as in-house catering and print/copy shop expenditures. The program has been very effective in eliminating the costly, labor-intensive manual/paper process previously in place to charge expenses across different cost centers.

- Fleet Card You'll have an effective and convenient payment process, enabling you to quickly respond to the changing dynamics of your organization. With PNC's Fleet Card, you can increase payment efficiencies, reduce costs and improve compliance. Our custom portal, Fleet Card DirectSM, gives you visibility into critical data, such as driver and vehicle identification details, odometer reading and gallons purchased, helping you operate your fleet more cost-effectively.
- AP Advantage Just like you, the organizations we work with wanted to make managing their invoices less complicated and time-consuming. They range from large corporate organizations to middle market, non-profit and government agencies. Since we offer a full workflow solution, our clients generally process at least 1,000 invoices per month. With an eye toward delivering the benefits of our invoice automation solution to organizations with smaller invoicing volumes, we have also launched a commercial solution.
- Payables Advantage Our invoice automation solution, A/P Advantage, lays the foundation for payables automation. It's an important component of PNC's overall procure-to-pay strategy, a suite of services that focuses on your full working capital cycle from procurement, invoicing, matching and approval with our A/P Advantage solution, to payment and reconciliation through our Payables Advantage product, which is designed to streamline payments, reduce processing costs and address compliance and industry standards. It's this solution-oriented approach that sets us apart. By streamlining your procure-to-pay process, you can enhance the interconnectivity of your various functions and increase efficiency, visibility and control. Our goal: to help you achieve payables straight-through processing, ultimately improving days payable outstanding (DPO).
- Real Time Payments Faster payments will transform the U.S. payments system, and as one of
 the primary bank owners of The Clearing House (TCH), PNC has assumed a leadership role in
 the development of the TCH real-time clearing and settlement system. The launch of the TCH
 RTP network, the first new U.S. payments network in more than 40 years, represents a new
 phase in the evolution of digital payments. As a result, PNC's clients will be able to send and
 receive payments instantly, at any time.
- Digital Payments PNC's ownership investment in Early Warning's Zelle network reflects our
 commitment to working with Fintechs and the banking community to deliver better payment
 solutions. By teaming with Zelle, we have access to a wide array of consumers, at member and
 non-member banks, enabling clients to reach more of their payee population through electronic
 methods. The process enables businesses to send a payment to a consumer via email or text



message, without the need to obtain payee bank account information. This allows our clients to send payments more efficiently and cost-effectively to their customers.

Receivables:

- Cash Logistics If the City has not established a relationship with an armored courier and wish
 to learn more about a provider for these services, we have established an armored transportation
 referral program. Another Cash Logistic Service is a Smart Safe, allowing employees to insert
 currency received and receive same day credit for the deposits.
- Deposit on Site- PNC is laser-focused on investing in new technology and developing industryleading product solutions — keeping the specific treasury challenges and requirements of organizations like yours top of mind.

Our approach is to continually enhance services that enable you to manage your business more efficiently and cost effectively. For example, we recently released the Deposit On-Site Mobile® app for Apple and Android devices, including tablets. Deposit On-Site Mobile provides a convenient and cost-effective way to submit your checks for deposit to PNC (along with your remittance details) by capturing this information using a mobile device.

The City can use a mobile device to deposit checks several times a day or at the end of your business day. You can use Deposit On-Site Mobile as your sole deposit channel or in addition to your Deposit On-Site web-based desktop scanner service. All that's required is access to the PINACLE® Deposit On-Site module and enablement of the mobile channel via maintenance request. You simply download the iOS or Android app on your phone or tablet and begin making deposits.

- Deposit Reconcilement If the City has multiple departments depositing into one account, PNC
 has the ability to encode the deposit tickets with a department number. At the end of the month,
 the City will receive a statement in department number order, easing the month end
 reconcilement function.
- Payer Express The City can designate certain employees, such as customer service representatives, financial specialists, IT specialists and operator administrators as PayerExpress administrators. These administrators have access to perform the following functions:
 - * Bill and Payment Management Maintain payments, stops, recurring payments, payment capture, etc.
 - * Bills and Payments Manage various billing accounts
 - * Customer Servicing Portal View and manage a customer's account and make payment on their account.
 - * Customer Management Enroll customers, send enrollment activation emails, un-enroll customers, etc.
 - * Operator Management Re-activate locked out users and maintain company operator access or entitlements
 - * File Management Submit bill files through the PayerExpress web interface
 - * Reporting User Reports View biller activity, enrolled customer reports, paper suppression reporting, etc.
 - * Reporting Financial Reports View notification of change reports, deposit detail reports, future payment reports, etc.
 - * My Account Change personal passwords, emails and other operator settings



- Print & Mail In order to achieve the level of quality synonymous with the PNC name, we have developed a strong relationship with OSG Billing Services, ("OSG") an established industry leader, to deliver printing and mailing services. For 25 years, OSG has provided transactional document print and mail services to a wide array of industries. With multiple, world-class production facilities located across the country, OSG produces millions of mail pieces each month. Their approach is focused on quality solutions that meet individual customer requirements and provide value beyond the documents themselves. OSG subscribes to the philosophy that transactional documents represent an opportunity for you to communicate with your customers on a regular basis. Therefore, the products and services they offer provide the tools necessary to transform ordinary-looking invoices and statements into dynamic, powerful and revenueproducing documents.
- ii. Employee Banking Services: The STLTO would like to provide its employees with information about employee banking services. Please describe any opportunity for employees to receive discounts or benefits through your financial institution.

With over 30,000 companies utilizing PNC's WorkPlace Banking Solution, the City of St. Louis can rest assured that their employees will gain access to a choice of outstanding traditional or award-winning online checking account options, including accounts that feature no monthly service charge and a reduced Direct Deposit balance when requirements are met, beneficial savings and credit solutions, special promotional offers, a members-only referral program, and an array of educational seminars, workshops and tools, delivered on-site or online, plus a team of PNC professionals dedicated to helping them meet their financial goals.

- UNIQUE ACCOUNT PRODUCTS Whether employees choose from the more traditional Performance or Performance Select checking accounts or our innovative online Virtual Wallet® versions, WorkPlace Banking members get exclusive added benefits along with easy-to-use tools to help employees organize, spend, save and maximize their money. Other checking options are also available for meeting your employees' banking needs.
- ON-THE-GO ACCESS Employees enjoy added banking convenience and 24/7 access from
 different devices with our Online, Mobile and Text Banking options. PNC technology solutions like
 Mobile Deposit, which lets customers deposit a check with a smartphone, make money
 management easier than ever before.
- HOME LENDING Whether an employee is looking to buy their first home, or to refinance or leverage the equity in an existing home, we can assist. Plus online solutions like our Home Lending Center offer the guidance, tools and resources to help them along the way.
- RETIREMENT, INVESTMENTS AND WEALTH SOLUTIONS Regardless of their circumstances or stage in life, all employees have financial dreams and challenges that require sound planning. With PNC, they don't have to face them alone. We can bring solutions and experienced professionals on-site, and offer access to representatives who can work with your employees to build personalized plans for helping to meet their goals. Plus, PNC's online Retirement Center offers tools and calculators that can help them see where they are today and develop a realistic plan.
- EXCLUSIVE REFER A CO-WORKER PROGRAM WorkPlace Banking members can get rewarded for spreading the word when they participate in our exclusive Refer a Co-Worker program.5 Both the employees and their referred coworkers can earn cash rewards, making it a



win-win, and you benefit from the added convenience of more employees participating in WorkPlace Banking with Direct Deposit.

- PNC CREDIT CARD SOLUTIONS Whether it's cash back, reward points or the opportunity to save on interest and earn rewards, PNC has a credit card that's right for nearly everyone. All PNC credit cards offer \$0 liability for fraudulent activity, 24-hour fraud monitoring, automatic bill payment, online tools and 24/7 customer service.
- **PNC PURCHASE PAYBACK®** With this free rewards program that has great offers from favorite retailers, restaurants and other places, employees can treat themselves to more of the things they love and earn cash or points along the way.
- FINANCIAL WELLNESS WORKSHOPS PNC specialists conveniently conduct educational seminars and workshops right at the workplace. Free of charge, these sessions cover a broad range of financial topics to help keep employees educated and confident about their financial decisions. And with our new proprietary PNC Achievement Sessions, your employees have online access to real-world experts covering topics such as Saving, Spending, Borrowing and Investing. Specially designed quizzes and challenges help employees take action.
- CONVENIENT ON-SITE SESSIONS On-site sign-up sessions make it fast and easy for your
 employees to open new WorkPlace Banking accounts with direct deposit. The sessions are
 conducted by experienced PNC WorkPlace Banking specialists who can provide information on
 our WorkPlace Banking program and the different account options, along with incentives to sign
 up and assistance in completing the necessary paperwork.
- ONE OF THE NATION'S LARGEST ATM NETWORKS As PNC WorkPlace Banking participants, your employees will enjoy free access to all PNC Bank ATMs. PNC has one of the nation's largest networks of ATMs over 7,200 in all conveniently located at malls, airports, hospitals, stadiums, arenas, convenience stores, turnpike service plazas and just about anywhere else your employees might have a need for cash. Many PNC ATMs are multilingual.

11. Other Proposal Information

Please include the following information in your proposal for Other Proposal Information:

i. A transition plan with associated timelines for the described service lines.

As with any project, some processes are optional depending on the scale and complexity of the City's service. Depending on the City's specific needs and requirements, not all processes will occur sequentially; some will occur concurrently.



Sample Timelines for ACH Services:



ACH Origination via PINACLE Sample Timeline:

ACH Origination via PINACLE®	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Confirm Customer Origination via PINACLE						
Determine Peak Dollar Amounts for ACH Risk Limits (If Credit Express - N/A)						
Determine Customer PINACLE Usage - Templates, Batch Import, or Bulk Load						
Identify Standard Entry Class (SEC) Codes and ACH Application (Batch) Types						
Provide Customer with ACH Implementation Documents						
Determine ACH Return and Notifications of Change reporting option - If Transmission Output, Refer to TAG Testing Timeline Below						
If ACH Bulk Load, obtain Client Testing Contact						
Client Implementation Document Submission & ACH Risk Approval of Soft Exposure Request for Credit Approval						
Tokens Are Mailed by PINACLE Implementations						
If Bulk Load, Customer Submits Test File						
If Bulk Load, PINACLE NACHA File Import Testing Completed						
Client Notified of Completion						

ACH Origination via Direct Transmission Sample Timeline:

ACH Origination via Direct Transmission	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Provide Client List of Transmission Methods Supported by PNC						
Confirm Customer Origination via Direct Transmission						
Identify Standard Entry Class (SEC) Codes and ACH Application (Batch) Types						
Determine Peak Dollar Amounts for ACH Risk Limits						
Provide customer with ACH Implementation documents						
Determine ACH Return and Notifications of Change Reporting Option						
Provide Technical Contact for General Connectivity						
Provide & Discuss File Format Specs						
Treasury Ambassador Representative Assigned						
Discussion of Transmission Methods						
Communication Method Established						
Test Connectivity						
Test Product Specific Files						



Client Sign-off			
Client Notified of Completion			

ACH Positive Pay Sample Timeline:

ACH Positive Pay	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
Collect Processing Requirements						
Tokens are Mailed by PINACLE Implementation						
Team						
Client Registered for Training						
Confirm Client Readiness						
Client Notified of Completion						
Verify Client Received First E-mail Alert Notification						
Establish Payment Rule authorizations						

Reloadable Card Program Implementation:

The Paycard implementation typically doesn't conform to a specific pre-established set of steps as ACH. I The City will work with a dedicated PNC Paycard Account Manager who will manage and oversee the City's prepaid card program implementation. This resource will work closely with your designated Program Administrator(s) to help optimize the City's program so that it meets your needs, goals and objectives. Maintaining a single resource provides consistency and aids in the success of your card program.

Your Account Manager will prepare a project plan using a standard planning template and customize it as needed for your unique requirements, including a pilot implementation, if that's your preference.

Our Account Managers have several years of experience establishing and supporting card programs across various organization sizes and industry segments. The experience gained from these implementations enables our Account Managers to act as program consultants rather than simply customer service representatives. As a trusted consultant, your Account Manager will take a proactive approach to your program and will assist you in maximizing cost- and time-saving benefits.

During and after your implementation, your Account Manager will work closely with your Program Administrators to make sure they have the necessary training and documentation. You'll also have additional support from our ACH team, which will test your ACH file to deposit funds onto prepaid cards.

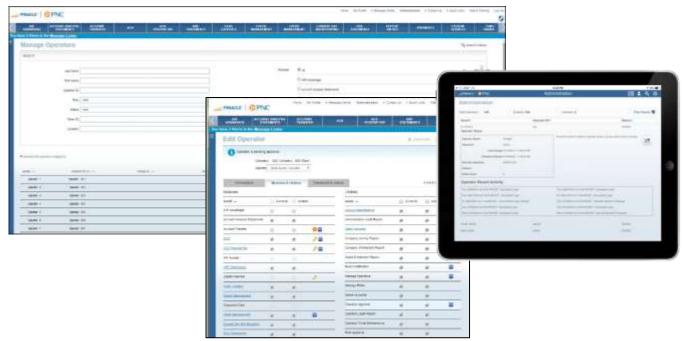
PINACLE Services Implementation:

Since PINACLE is a modular system, each client's implementation will vary. The implementation process will begin with the City appointing two system administrators who will have access to all of your selected services within PINACLE® as well as all accounts that have been implemented for use within PINACLE. These administrators will control user access within the City. Once we set up these administrators with access to PINACLE, they'll assume responsibility for adding and deleting additional users, which can be completed directly from the PINACLE utility bar. Administrators will also be able to create additional service administrators who can manage access to particular services within PINACLE>

You will receive strong support from PNC during your PINACLE® implementation and through our ongoing relationship, including:

- Implementation team support
- A complete set of user documentation that contains all of the pertinent information needed to get started in PINACLE



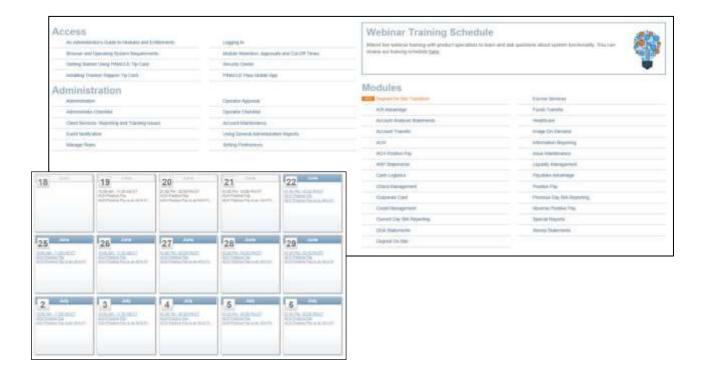


- Support from your dedicated PNC Treasury Management Officer
- Additional support, as needed, from the Treasury Management Client Care (TMCC) group
- Access to tip cards and additional online training materials within PINACLE

Training and Technical Assistance

In order to help make certain you are comfortable using PINACLE, you'll have 24/7 access to trainings and webinars. Phoenix-Hecht gave PNC an A+ rating for technical support for web reporting and transactions.





Our online portal offers direct access to our training modules and webinars to enable you to operate PINACLE to its fullest potential. *ii. The institution's disaster recovery plan and backup facilities.*

The PNC Business Resiliency office manages the organization's abilities to continue to provide services at any time, regardless of the event and impact. Prioritization of the needed in people, processes, technology and facilities are based on the type of business conducted and then the possible events, risks and downstream impacts. Ongoing comprehensive testing validates PNC's resiliency capabilities and an integrated governance model provides transparent reporting. The program is based on two core methodologies:

- 1. Assessing, planning and testing based on multiple scenario strategies.
- 2. Prioritization and focus based on criticality through the Critical Services Portfolio Management process.
- PNC tests the infrastructure recovery and resource re-deployment annually but not concurrently.
 PNC has the ability to resume processing same day and can operate from offsite processing sites as long as necessary.

Two scenarios of business interruption have been defined:

- The business processing site and/or the processing facility is available (even in a limited capacity)
 and full functionality is expected within 24 hours. The recovery plan for a Level One interruption is
 to have personnel report to their normal work site and perform non-system-access processing or
 limited-system-access processing until full recovery of both facility and/or systems.
- 2. The business processing site and/or the processing facility is not available and the outage is expected to exceed 24 hours. The recovery plan for a Level Two interruption requires the application to be available at a prearranged, alternative site. The affected site's personnel will be



directed to report to the alternate processing site and perform system processing using our Business Resiliency procedures.

PNC has established arrangements with a service provider to have our systems restored within a commercially reasonable amount of time (4-6 hours). Our service provider is located approximately 350 miles from our primary processing site. Our back-up service provider offers functionality to many other Originating Depository Financial Institutions and is highly regarded.

Our clearing house service provider has multiple sites for processing, connects to PNC's production, failover and backup sites and annually participates in PNC's testing.

The offsite processing site for our data center is located approximately 350 miles from the main processing site. Additionally, ACH has both secondary and tertiary sites from which ACH processing can occur in the event of a local or regional disaster or pandemic.

Our backup sites do not share any communication linkage. PNC's resiliency plans support the expenses associated with dedicated backup hardware and communication lines.

The offsite processing sites have systemic and operational capacities that meet or exceed PNC's processing requirements. Time-sensitive essential transactions like returns and payroll items will be processed first, then additional transactions will be processed in order of effective date. Communications regarding the transition to contingency processing are disseminated to the Treasury Management Officers and Sales Associates for further communication to clients as needed.

While PNC has not needed to employ disaster recovery procedures for an actual disaster, PNC does process from the offsite locations annually during the respective enterprise testing and the resource deployment testing.

iii. Community Support and Investment

PNC is deeply rooted in the Greater St. Louis community. As a business operating here, we care about the sustainability and growth of the region. We are committed to helping you do what you do, better. That is why we devote resources and human capital to seed ideas and foster development initiatives to help the St. Louis community flourish.

- PNC Grow Up Great: This \$350 million initiative improves school readiness among children from birth to age five. The PNC Foundation made a significant commitment to school readiness with an intentional focus on building the vocabulary of young children in St. Louis with grants totaling \$1 million that fund Mind Full of Words. This collaborative program involves Webster University, SSM Health Cardinal Glennon Children's Hospital, Gateway Media Literacy Partners, Julia Goldstein Early Childhood Education Center, St. Louis Public Library and St. Louis Teachers' Recycle Center.
- PNC Arts Alive: The PNC Foundation committed \$3 million to this arts funding initiative for visual and performing arts organizations in Greater St. Louis. The initiative helps increase engagement in, and access to the arts among new and diverse audiences. Currently 92 grants totaling \$2.5 million have been distributed to arts organizations in the St. Louis region.
- Community Development: Through affordable housing, economic revitalization, and customized financial solutions, PNC Bank is improving neighborhoods and the quality of life for residents in the Greater St. Louis area. PNC provides funding to Justine Petersen's SBA Program for small business loans, and to the Community Development Program for Legal Services of East Missouri for low to moderate income communities and minority owned/women owned small businesses or developers.



Women Business Development: PNC has a team of employees in St. Louis who are certified
Women's Business Advocates that specialize in understanding the unique challenges and
opportunities women business owners face. In addition, PNC in St. Louis sponsors initiatives to
honor and assist women in growing their business.

Please provide information on the following topics:

1. List any services presently in place that serve the unbanked and/or underbanked community. If none, are any such programs being developed?

PNC has a very aggressive strategy to invest in Community Development Finance Institutions (CDFIs) which include in part Justine Peterson, St. Louis Equity Fund, International Institute and the Illinois Facilities Fund. These investments afford CDFIs the opportunity to improve the economic conditions of LMI communities across St. Louis County. Additionally, PNC has a very active commitment to affordable housing for LMI populations in the region having provided a combination of loans and tax credit equity to support various projects. Over the last year, PNC has also selectively provided loans and investments to private schools such as De la Salle and City Academy that serve high concentrations of LMI students.

Finally, PNC has been a very active player in expanding and supporting FDIC's Money Smart initiatives throughout the St. Louis community. Money Smart is "a comprehensive financial education curriculum designed to help low and moderate income individuals outside the financial maintsteam enhance their financial skills and create positive banking relationships." PNC sponsors various events in collaboration with St. Louis' Financial Education Collaborative during FDIC's Money Smart Week which in St. Louis has evolved into an entire month of educational events focused around financial literacy.

2. List your banks involvement with the Calls to Actions in the Forward Through Ferguson Report.

PNC is a funder of the St. Louis Community Development Financial Institution (CDFI) Coalition which was formed, in part, to address the Calls to Action of the Ferguson Commission Report that outlined greater investment in local CDFIs as a critical strategy to advancing racial equity in the region. The St. Louis Regional CDFI Coalition is a partnership among 6 area Community Development Financial Institutions (CDFIs) that offer an array of capital, development, and consulting services, and share a common mission to empower a comprehensively healthy St. Louis community through support for nonprofits, small businesses, and low- income communities.

The coalition serves to:

- · Promote positive financial strategies and policies for underserved communities;
- Drive strong partnerships with key community stakeholders, including policy makers, banks, and practitioners;
- Raise awareness for the critical role CDFIs play in community development and the services they
 offer, ultimately to drive more private investment and technical support into underserved
 communities;
- · Collaborate to drive innovative financial tools for high impact community investors.



These activities ultimately increase the capacity of area CDFIs to serve low- to moderate-income individuals as CDFI investment can be the only access to investment for individuals and organizations within distressed communities. PNC is also represented on the CDFI Coalition Advisory Board.

3. List any financial education and counseling programs and/or resources your bank has available to meet the needs of the community.

PNC has a robust offering of financial education and counseling tools to promote financial literacy and economic stability. PNC staff are trained to effectively deliver this curriculum to LMI populations. Financial literacy curriculums include:

- FDIC Money Smart
- PNC Foundation of Money Management
- VISA Financial Literacy

Topics of these trainings include:

- Credit
- Saving
- Affording College
- Buying a Car
- Setting Financial Goals
- Buying a house
- Borrowing
- Small business development
- Consumer Awareness
- Getting out of Financial Trouble

Additionally, the PNC Foundation funds local non-profits through PNC's Homebuyers Club Initiative. This program offers financial resources and education to qualified non-profit organizations that provide housing counseling to LMI populations. Typically, the program helps to fund a series of trainings that cover pre-purchase topics designed to encourage and prepare individuals and families for homeownership. PNC provides educational support through its local mortgage team who provide instruction and guidance on the home buying process. The PNC foundation also provides resources for many other local financial literacy and housing counseling programs facilitated by local non-profit service providers intended to encourage self-sufficiency and economic empowerment.

4. Does the Respondent directly or indirectly engage payday lending, or support payday lending in any manner?

No. PNC does not engage or support payday lending.

5. List any loan modification programs presently in place. If none, are any such programs being developed?



PNC has a hardship department that specializes in loan modification programs to make home loans more affordable for those who meet specific program guidelines. PNC also has a Liquidation Foreclosure Alternative (LFA) which includes additional foreclosure avoidance options such as short sale and deed-inlieu of foreclosure. To be considered for LFA, one must first be considered for other loan modifications or retention programs that are offered. Finally, PNC offers a Home Affordable Refinance program designed for those that are having trouble refinancing to a lower interest rate due to a declining property value. There is also a traditional small business loan modification program available at the request of the customer.

6. List any small business loan programs presently in place. If none, are any such programs being developed?

PNC has a full array of small business loan products including microbusiness financing for those companies that have less than \$1MM in revenue. Additionally, PNC has promotional offers available to businesses located in LMI census tracts. There is also a special program called Low and Grow that provides a minimum threshold for a business banking credit card to those who do not meet the traditional FICO threshold. PNC is also currently offering a rate promotion to purchase, refinance or expand with an owner-occupied commercial real estate loan. Additionally, PNC is offering a rate promotion to finance equipment purchases or refinance debt with a secured term loan. PNC also offers SBA financing.

7. List any affordable home loan programs presently in place that target LMI communities. If none, are any such programs being developed?

Aside from the conventional government products, PNC offers the PNC Community Mortgage and PNC grant program. The PNC Community Mortgage is a portfolio product which does not require mortgage insurance and is designed to help low to moderate income borrowers in specifically targeted MSAs including St. Louis who have limited resources to purchase or refinance a home. A minimum down payment is required. A cash investment of the lesser of 1% of the mortgage amount or \$500.00 is required from the borrowers' own funds. The remaining down payment and direct out-of-pocket costs can then come from seller contributions, gifts, or PNC-approved affordable/community seconds. Additionally, anyone purchasing a home in an LMI census tract or having income at 80 percent or less of area median income within the St. Louis MSA may be eligible to receive up to \$2,500 in down payment or closing cost assistance.

The Home Possible program serves low and moderate income borrowers with low down payment options in an effort to increase homeownership. Home Possible mortgages offer outstanding flexibility and options to meet a variety of borrowers' needs and provides opportunities to meet the home financing needs of low- and moderate-income borrowers looking for low down payments and flexible sources of funds.

The HomeReady product is a community lending program serving creditworthy low income borrowers and both minority and disaster impacted communities. The program also is designed to support extended family living arrangements. Benefits of the program include higher qualifying ratios, lower down payment, flexible sources of funds and cancellable mortgage insurance.

8. List any loan programs presently in place that specifically assist small or M/WBE businesses. If none, are any such programs being developed?



PNC's small business underwriting criteria does not differentiate M/WBE businesses although we do specifically target M/WBE business in our marketing efforts. PNC has also hosted special individual market events that support M/WBEs through its Employee Business Resource Groups.

9. List any partnerships with minority-owned institutions that lend in low- to moderate-income census tract areas of the City.

PNC provides investments to a number of CDFIs that lend in the St. Louis region. While not all are minority-owned, many are minority-led organizations. PNC invests in the International Institute, Justine Petersen, IFF and many other CDFIs that promote economic development in LMI communities.

10. List any banking products specifically provided to municipal employees.

Through our WorkPlace Banking Program, The City of St. Louis employees would gain an assortment of benefits attract and retain your employee base, engage employees at all life stages and focus on employee satisfaction all at no cost to the City. **WorkPlace Banking Benefits:**

- No monthly service charge if the total amount of all qualifying direct deposits credited to your account during the monthly statement period is at least \$1,000
- Refer a Co-Worker Rewards Program
- Free Onsite Educational Seminars
- Open a new PNC Mortgage and earn \$300
- Get \$100 credited to your qualifying PNC checking account when you open a new PNC Core® Visa® Credit Card, PNC points® Visa® Credit Card, or PNC Cash Rewards® Visa® Credit Card and meet minimum spend **Checking account Benefits:**
- Free PNC Bank ATM transactions and reimbursement of first 4 PNC transaction fees for nonPNC Bank ATMs per statement period
- Non-PNC Bank ATM surcharge fee reimbursement, up to \$10 per statement period
- Free Online Banking, Mobile Banking and Bill Pay
- Free Overdraft Protection Transfers
- Free savings or money market account3
- Bonus rates on select Certificates of Deposit and IRA CDs
- \$10 annual fee discount on Safe Deposit Box
- Installment loan discounts with direct debit of payment from PNC checking



Pricing



Pricing

The competitive fees we've proposed reflect the value you'll receive from PNC — exceptional client service from a forward-looking, innovative bank.

A detailed proforma is included in the Appendix.

Terms

This proposal is valid for 180 days. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 180-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.

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.



Your PNC Team



Your PNC Team

You'll receive personalized customer service from PNC's Treasury Management team, which is composed of people at both the relationship and business unit level. This multi-tiered support structure provides you with support when and where you need it, and it includes your dedicated account team and Treasury Management Client Care.



At the relationship level, you'll be supported by your Relationship Manager, Treasury Management Officer and a Sales Associate who will serve as your primary point of contact. These individuals have the tools and expertise to deliver an exceptional customer experience.





Jonathan Casiano
Senior Vice President, Public Finance
Regional Manager Office:
312.338.2295

Email: jonathan.casiano@pnc.com

Jonathan Casiano is a Senior Vice President and Regional Manager in PNC's Public Finance Group, overseeing the Group's business in Illinois, Missouri, Wisconsin and Colorado. Additionally, Jonathan directly manages PNC's large government relationships in this region, providing financial solutions to cities, states and related authorities, including the City of Chicago, The Metropolitan St. Louis Sewer District, City of Kansas City, State of Illinois, State of Wisconsin, Chicago Public Schools, Chicago Transit Authority and Bi-State Development. In this role, Jonathan has structured and originated credit transactions totaling more than \$3 billion and served as a strategic partner to governmental entities seeking to enhance their operational efficiency.

Prior to joining PNC in 2010, Jonathan worked as a reporter for the Newark Star-Ledger, New Jersey's largest daily newspaper, covering government, politics and urban issues. He also worked in the Mayor's Office in Jersey City, NJ focusing on economic development initiatives. Jonathan holds an MBA in Finance and a Masters in Public Policy, both from Carnegie Mellon University, and a BA in Interdisciplinary Studies from American University's School of Public Affairs. He holds his Series 7, 53 and 63 securities licenses.



Nicholas "Nick" Candis Assistant Vice President, Public Finance Relationship Manager

Office: 312.338.2277

Email: Nicholas.candis@pnc.com

Nicholas Candis is a Public Finance Relationship Manger for PNC where he manages banking relationships for local governments, municipalities, school districts and non-profits within the Chicago/St.Louis area. Nick oversees the allocation of credit and is ultimately responsible for the delivery of other financial services provided by PNC, including treasury management, investment management, brokerage, equipment leasing and municipal bond underwriting.

In his previous role at PNC, Nick was a Treasury Management Officer, where his role was providing innovative financial solutions to help client manage working capital more effectively; maximizing cash flow through receivables, payables, investments and information reporting.

Nick is a graduate of Indiana University Bloomington where he received his Bachelor's degree in Business Marketing. He maintains the Certified Treasury Professional designation from the Association for Financial Professionals along with his Series 52 and 63 securities licenses.





Barbara Reidmiller Senior Vice President Treasury Management Officer 502-581-4538 barbara.reidmiller@pnc.com

Barbara Reidmiller has been with PNC since 1978 and has served as a Treasury Management Officer since 1988. In this role, Barbara supports the treasury needs for government entities, higher education, non-profits, school districts, utilities and religious organizations within the public finance segment, providing a consultative approach with the finance and treasury departments.

During her tenure at PNC, she previously worked in Investments Operations, Credit Operations and spent seven years in the Retail Banking Division as a Teller and Customer Service Representative.

Barbara has a bachelor of science degree in accounting from Bellarmine University. She is a member of the Association of Financial Professions (AFP) and on the Advisory Board for Greater Louisville Inc.'s Workforce and Education Committee. She was previously the president of the Kentucky Treasury Management Association, president of the Kentucky Chapter of Financial Women International, chairman of the board for the Kentucky Child Assault Prevention Program and served on the board for the Boys and Girls Club of Kentucky.



Michael Janociak Sales Associate, Public Finance 312-384-4637 michael.janociak@pnc.com

As your Sales Associate, Michael serves as a primary point of contact and advocate for all your treasury management needs. Michael offers deep experience in providing strategic and tactical treasury management support to help your business thrive. He will coordinate your implementation and account opening and will provide ongoing support throughout the relationship.

Michael is knowledgeable and skilled in resolving questions and offering solutions and is responsible for your satisfaction by owning the outcome of requests. He is part of the relationship team working closely with your Treasury Management Officer and Relationship Manager. Michael is supported by the extended hours and experience of the Treasury Management Client Care (TMCC) team. He has 8 years of banking experience and joined PNC in 2017.

Michael received a bachelor's degree in education from DePaul University.



Appendix



Appendix

This appendix includes additional documentation to support your buying decision.

Appendix A

Appendix B

Other:

Banking Statement Sample

Account Analysis Statement Sample

PNC Pricing Proforma

Corporate Funds Availability Policy

PNC's General Legal Statement

PNC Standard Documentation



Appendix A:

- 1. In order to fulfill the STLTO's fiduciary responsibility to protect public funds, each bank submitting a proposal shall provide:
 - a. An audited annual financial statement for the most recent fiscal period.

Below is the link to the annual report and form 10-K: http://phx.corporate-ir.net/phoenix.zhtml?c=107246&p=irol-sec&lnksrc=topnav

b. The bank's current CRA rating.

PNC's most recent performance evaluation is dated July 8, 2012. The Community Reinvestment Act (CRA) performance of PNC Bank, N.A. (PNC or the bank) is as follows:

Institution's CRA Rating: This institution is rated **Outstanding.** The following table indicates the performance level of PNC Bank, N.A. with respect to the Lending, Investment and Service Tests:

	PNC Bank, N.A. Performance Tests						
Performance Levels	Lending Test*	Investment Test	Service Test				
Outstanding	х	х					
High Satisfactory			Х				
Low Satisfactory							
Needs to Improve							
Substantial Noncompliance							

^{*} The lending Test is weighted more heavily than the investment and service tests when arriving at an overall rating.

2. Describe the bank's approach to satisfying the STLTO's banking and customer service requirements.

At PNC, our At PNC, our client relationship teams are dedicated to building lasting relationships – not simply completing the next transaction. The City's relationship team will be led by Assistant Vice President Nicholas Candis, a relationship manager focused solely on PNC's government and municipal space in Chicago and St. Louis. He will serve as the main point of contact for any requests or issues that might arise. From a servicing standpoint, Nick is joined by a Treasury Management Officer and sales associate who will be assigned to handle the day to needs and issues that might arise from the City. We also have a dedicated Client Care Group, Treasury Management Client Care, who can also assist with issues either via phone or via email. They have received high marks for their customer service and their quick resolutions to issues.

a. What, if anything, is distinctive about the bank's approach to customer service?

You'll work with a trusted financial services organization committed



to delivering the actionable insights and proven treasury

PNC's rating for

management solutions that help you achieve sustainable, profitable growth. We've earned a reputation as a high-quality, consultative overall customer service in the 2018

firm in our industry, gave PNC an A+ rating for overall customer ratings we've received. Phoenix-Hecht, a leading market

research service provider — and that reputation is backed by the industry



Phoenix-Hecht Quality Index_{TM}

survey.

service in its 2018 Quality Index for large corporate organizations.

b. How does the bank keep up with changes in automation?

By working with PNC, you'll work with a company that's embracing what's next, from automation supported by blockchain, machine learning and RPA, to international payments that can be transmitted and settled in seconds, to APIs that connect our solutions to your systems.

As a Main Street, relationship-focused financial services organization, PNC delivers personalized, responsive service. We can share proactive ideas to help you better optimize your business thanks to the tremendous investments PNC is making in technology. We're investing \$1 billion in technology annually, including a nearly \$100 million commitment in 2018 to enhance our treasury management portfolio and better serve you.

This investment is clear in the differentiated value we're providing, with new solutions that respond to the demand for real-time experiences. You can see the results of this investment, as we're:





• Leading the way for real-time payments — We're driving the adoption of RTP®, the first new U.S. payments system in 40 years, giving you greater speed, efficiency and security. Not only is PNC Chairman, President and Chief Executive Officer William S. Demchak serving as chairman of The Clearing House's Supervisory Board, we also became the first bank certified in the system, and we continue to lead the expansion of RTP. Recognizing the need for real-time global payment capabilities, we became the first U.S. bank to join RippleNet. This will provide you with an additional payments channel to receive real-time international payments through Ripple's cross-border payment technology.



• Introducing faster payments — You have a faster, more secure and convenient way to exchange money using our ePayments solution. PNC is an owner of Early Warning Services, LLC®, which operates Zelle® — a digital payments network that facilitates payments from one U.S. bank account to another using only the payee's email address or U.S. mobile number. ePayments uses the Zelle Network® to facilitate secure, electronic payments to U.S.-based consumer accounts without the payer or payee ever having to disclose sensitive account information to one another.



• Analyzing data in new ways with modernized infrastructure — We devoted \$1.2 billion over 5 years to modernize our data centers and build a private cloud. Now, this investment is paying dividends, and we're able to analyze data in ways we never could before. We'll share the insights we're gathering to help you maximize your revenues and create compelling customer experiences.



• Improving our top-rated corporate online and mobile banking portal — Our digital-first, Agile development process yields enhancements like our mobile security token. As we develop APIs that connect our solutions to your systems, we'll continue to safeguard your information and optimize your processes.

Supporting Your Growth by Teaming with an Established Technology Leader

No matter the product or market, organizations must make an important decision: to be a follower or a leader when it comes to innovation and **Together**, we technology adoption. We've decided to be a leader. To get here, we: **can integrate** Launched a **powerful platform for innovation** — **numo:** This **technology** PNC-owned start-up includes a team of technologists, **that supports** designers, business thinkers and academics. To create new **your growth**. financial technology that supports your strategic goals, we're collaborating with leading universities, including Carnegie Mellon.

- Tapped into employee and market talent: By holding frequent company-wide coding events, we're sparking new ideas to develop solutions for your real-life business challenges.
- Created a culture and work place to nurture innovation: We've developed open-plan buildings that encourage the swift movement of ideas, including a 10,000-square-foot Innovation Lab that drives innovation in a rapid prototype environment.
- **Accelerated our development process:** By adopting an Agile development process, we've reduced the amount of time it takes to release a new product or enhancement by



one third — speeding up delivery of the digital products and services that will help you grow your business.

Embedded an innovation team in PNC's Treasury Management business: Our team
of

innovators is working to significantly transform our product line, using emerging technology like blockchain, robotic process automation (RPA) and machine learning as we develop new ways to help you differentiate your organization.

Invested in fintechs to bolster our own capabilities: Recent investments include Digital Asset Holdings, a leading developer of blockchain technology, which has the potential to positively disrupt our industry and many others. We've also invested in HighRadius, a leader in cloud-based integrated receivables software and business-to-business payments processing, to further automate our receivables solution. Together with another fintech, Transactis, we continue to enhance our industry-leading online and mobile billing and payment solution.

c. Is the bank offering any transition or retention incentive?

In order to make the transition as smooth as possible, PNC will not assess any fees for the first 2 months upon the start of implementation.

- 3. List references from at least three of the bank's current, comparable governmental clients. Include the length of time under contract, a client contact, title, and telephone number.
 - 1. City of Kankakee
 - a. Client since 1990
 - b. Elizabeth Kubal Comptroller
 - i. Email: edkubal@citykankakee-il.gov ii.

Telephone: 815-933-0491

- 2. Kankakee School District
 - a. Client since 1982
 - b. Robert Grossi Assistant Superintendent of Business Services

i. Email: Robert-grossi@ksd111.org ii.

Telephone: 815-802-7751

- 3. Pace Suburban Bus Service
 - a. Length of time under contract 4 years
 - b. Bill McCarthy Account Director
 - c. Email: Bill.McCarthy@pacebus.com
 - d. Telephone: 847-228-2445

^{*}All of the information marked above with an asterisk (*) and contained in this Proposal is proprietary to PNC Bank and should be treated as confidential by you 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 your



directors, officers, employees, counsel and other advisors, or as required by law), or used other than for the purpose of evaluating this Proposal

4. Provide the bank's current senior and subordinated debt ratings. If debt ratings are not issued, provide the bank's most recent bank rating from an independent rating service. The bank will be responsible for notifying the STLTO within thirty (30) days of any change in these ratings throughout the entire contract period. Confirm agreement to this condition.



Credit Ratings

The PNC Financial Services Group, Inc.

	Moody's	& Poor's	Fitch	DBRS
Senior debt	A3	A-	A+	A (high)
Subordinated debt	A3	BBB+	Α	Α
Preferred stock	Baa2	BBB-	BBB-	BBB (high)

PNC Bank, N.A.

	Moody's	Standard & Poor's	Fitch	DBRS
Senior debt	A2	Α	A+	AA (low)
Subordinated debt	A3	Α-	Α	A (high)
Long-term deposits	Aa2	A	AA-	AA (low)
Short-term deposits	P-1	A-1	F1+	R-1 (middle)
Short-term notes	P-1	A-1	F1	R-1 (middle)
LT Counterparty Risk Assessment	A1	*	56	
ST Counterparty Risk Assessment	P-1		25	

Updated as of October 31, 2018. Ratings/assessments are subject to change depending on financial and other factors. Other subsidiaries and banks in The PNC Financial Services Group, Inc. may have different ratings. This is not a complete list.

5. This relationship will be executed under a Master Depository/Banking Agreement or Pledge Agreement with the RFP, the bank's proposal and bank service agreements subordinate to it. Any changes and negotiation required on the agreements will be made and agreed upon before awarding of the contract.

Appendix B:

Proforma Analysis and Proforma Data Used



Service Description	Volume	Unit Price	Minimum	Total Price
ACCOUNT MAINTENANCE	2	40	0	80
PAID ITEMS	1,400	0.1	0	140
010 - Demand Deposit Total				220
FULL RECON MONTHLY MAINTENANCE	2	95	0	190
FULL RECONCILEMENT ITEM	1,400	0.03	0	42
ARP/POSITIVE PAY RETURNS	6	7	0	42
IMAGE MAINTENANCE	2	35	0	70
ARP IMAGE ITEMS IMAGE OUTPUT CD	1,400 2	0.02 35	0 0	28 70
TELLER POSITIVE PAY MAINTENANCE	1	11	0	11
POSITIVE PAY MONTHLY MAINTENANCE	2	11	0	22
PAYEE REVIEW MAINTENANCE	2	16	0	32
PAYEE REVIEW ITEMS	1,400	0.01	0	14
PINACLE ISSUE FILE IMPORT	6	3.2	0	19.2
PINACLE STOPS AND CANCELS	8	10	0	80
PINACLE POSITIVE PAY-RETURN	1	7	0	7
070 - Account Reconcilement Total				627.2
CONTROLLED DISBURSEMENT MAINTENANCE	1	150	0	150
CONTROLLED DISBURSEMENT ITEMS	400	0.06	0	24
INTRADAY FUNDING ITEM	20	1	0	20
080 - Controlled Disbursments Total				194
PARENT ACCOUNT	1	70	0	70
ZERO BALANCE TRANSACTIONS	500	0.5	0	250
ZERO BALANCE ACCOUNTS	1	30	0	30
100 - Zero Balance Accounts Total		0.5	0	350
ACH MONTHLY MAINTENANCE FEE	2	25	0	50
PAYROLL CREDITS ORIGINATED PINACLE ACH FILE PROCESSED	6,500 4	0.06 5.5	0	390 22
PINACLE ACH PILE PROCESSED PINACLE ACH DEBIT/CREDIT ORIGINATED	10	0.15	0 0	1.5
TRANSMISSION INPUT FILES	10	20	0	20
ACH POSITIVE PAY MONTHLY SERVICE	2	25	0	50
110 - ACH Total		20	- U	533.5
PINACLE DOMESTIC WIRE TRANSFER	65	5	0	325
120 - Wire Transfer Total				325
PREVIOUS DAY ACCOUNT	2	20	0	40
CURRENT DAY ACCOUNT	2	20	0	40
PINACLE ADDITIONAL TOKENS	4	40	0	160
PINACLE INFO REPORTING MONTHLY	1	150	0	150
PINACLE PREV DAY TRANS-1 YEAR	2,000	0.1	0	200
PINACLE-CURRENT DAY TRANSACTION	200	0.16	0	32
PINACLE OUTSTANDING CHECK REPORT	2	20	0	40
PINACLE MODULE FEES	7	30	0	210
130 - PINACLE Total				872



PAYCARD-MONTHLY CARD FEE	300	1.5	0	450
PAYCARD-CARD SETUP FEE	25	2.5	0	62.5
PAYCARD-CARD LOAD FEE	300	0.1	0	30
230 - Purchase Card Total				542.5
Fee Based Total				3,664.20
INTEREST EARNER FOR ONE MONTH				00 000 77

Fee Based Total	3,664.20
INTEREST EARNED FOR ONE MONTH	88,328.77
NET GAIN TO THE CITY	84,664.57

THE CITY OF ST LOUIS, MO PROFORMA ANALYSIS DATA USED

- 1. Two checking accounts:
 - Payroll Zero Balance Account
 - o Operating Interest Bearing Checking Account
- 2. Paid Items:
 - o Payroll 400 o Operating 1,000
- 3. Payee Positive Pay for Payroll and Operating Accounts; Teller Positive Pay for Payroll only
- 4. Two Image Output CDs (separation of duties between Payroll and Operating Clerks)
- 5. ACH Origination for both accounts via PINACLE File volume of 4
- 6. ACH Positive Pay for both accounts
- 7. 65 Outgoing Wires initiated
- 8. PINACLE volumes estimated; modules listed are based on the answers to the questions submitted
- 9. Currently using Controlled Disbursement Services for Payroll Account. If the Operating and Payroll Accounts are at the same financial institution, this service is not needed.
- 10. Earnings credit rate and the Account Balance Fee are not applicable if the Payroll Account maintains a zero balance and the Operating Account is earning interest on all balances.

This proposal is valid for 180 days. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlines if the proposal is accepted after the 180-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.

Proposal to deliver full treasury management services to The City of St. Louis



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.

For the period 08/01/2015 to 08/31/2015

Account number:

Page 1 of 3

Number of enclosures: 0

↑ For Client Services: Call 1-800-669-1518

Visit us at PNC.com/treasury

Write to: Treas Mgmt Client Care

One Financial Parkway

Locator Z1-Yb42-03-1

Kalamazoo, MI 49009

Account Summary Inform	ation			41			
Balance Summary	50 W W					2000 - 100 -	
	Beginning balance	3	Deposits and other credits	Checks and other debits		Ending balance	
	0.00		197,964.36	15,197,964.36		0.00	
Deposits and Other Credit	s			Checks and Other Debits			
Description	Item	E.	Amount	Description		Items	Amount
Deposits	`0		0.00	Checks		1,431	14,783,236.35
National Lockbox	0		0.00	Returned Items		0	0.00
ACH Credits	0		0.00	ACH Debits		9	168,063.82
Funds Transfers In	0		0.00	Funds Transfers Out		0	0.00
Trade Services	0		0.00	Trade Services		0	0.00
Investments	0		0.00	Investments		0	0.00
Zero Balance Transfers	0		0.00	Zero Balance Transfers		0	0.00
Adjustments	0		0.00	Adjustments		0	0.00
Other Credits	28	15,	197,964.36	Other Debits		3	246,664.19
Total	28	15,1	97,964.36	Total		1,443	15,197,964.36
Ledger Balance		OF A		The second second			
Date	Ledger balance	Date		Ledger balance	Date		Ledger balance
08/01	0.00	08/12		0.00	08/24		0.00
08/03 08/04	0.00	08/13		0.00	08/25 08/26		0.00
08/05	0.00	08/17		0.00	08/27		0.00
08/06	0.00	08/18		0.00	08/28		0.00
08/07	0.00	08/19		0.00	08/31		0.00
08/10 08/11	0.00	08/20		0.00			
Deposits and Other Credits							
Other Credits		28 transact	ions for a total of	\$ 15,197,964.36			
Date posted	Amoun	Transaction	n				Reference number
08/03	607,030.02	Transfer Fr	om Funding Acco	ount #			CDA01508030000241
08/04	2,197,519.34	Transfer Fr	om Funding Acco	munt # "			CDA01508040000229
08/05	894,804.86	Transfer Fr	om Funding Acco	ount#			CDA01508050000217
08/06	549,240.25	Transfer Fr	om Funding Acco	ount#			CDA01508060000223
08/07	176,134.97		om Funding Acco				CDA01508070000231
08/07	552.31	Transfer Fr	100000000000000000000000000000000000000				CD201508070000025

For the period 08/01/2015 to 08/31/2015

Account number;

Page 2 of 3

Depos	its and Other Cr	edits	- continued	
Other	Credits	- continued	28 transactions for a total of \$ 15,197,964.36	
Date posted		Amo	Transaction description	Referen
08/10		461,714.06	Transfer From Funding Account #	CDA015081000002
08/11		1,303,542.11	Transfer From Funding Account #	CDA015081100002
08/12		989,949.09	Transfer From Funding Account #	CDA015081200002
08/13		561,737.25	Transfer From Funding Account #	CDA015081300002
08/14		649,010.22	Transfer From Funding Account #	CDA015081400002
08/14		1,359.49	Transfer From Funding Account #	CD2015081400000
08/17		205,000.00	Suspicious Item Return Ck 000000100663853 Value Date 08-14-15	09542763
08/17		271,839.08	Transfer From Funding Account #	CDA015081700002
08/18		1,780,394.52	Transfer From Funding Account #	CDA015081800002
08/19		1,002,127.10	Transfer From Funding Account #	CDA015081900002
08/20		79,051.71	Transfer From Funding Account #	CDA015082000002
08/21		51,111.64	Transfer From Funding Account #	CDA015082100002
08/21		5,259.08	Transfer From Funding Account #	CD20150821000002
08/24		356,340.23	Transfer From Funding Account # *	CDA0150824000029
08/25		16,900.00	Suspicious Item Return Ck 000000100663814 Value Date 08-24-15	08934878
8/25		22,890.00	Suspicious Item Return Ck 000000100663816 Value Date 08-24-15	08952825
08/25		1,833,096.92	Transfer From Funding Account #	CDA0150825000029
8/26		691,875.71	Transfer From Funding Account #	CDA0150826000026
08/27		243,541.33	Transfer From Funding Account #	CDA0150827000025
8/28		79,558.51	Transfer From Funding Account #	CDA0150828000028
8/28		657.11	Transfer From Funding Account # '	CD20150828000002
8/31		165,727.45	Transfer From Funding Account #	CDA0150831000031
heeks :	and Other Debits			
	and Substitute C	hecks	1,431 transactions for a total of \$ 14,783,236.35	
0ate 0sted 8/03 8/04 8/05 8/06 8/07 8/10 8/11	Check number Sum. 66 Sum. 153 Sum. 97 Sum. 51 Sum. 65 Sum. 51 Sum. 135	Amount number 572,838.19 Summary 2,197,519.34 Summary 894,804.86 Summary 549,240.25 Summary 442,956.22 Summary 1,303,542.11 Summary	Date Check posted number Amount number Date posted number O8/12 Sum. 108 989,949.09 Summary O8/21 Sum. 20 O8/13 Sum. 70 561,737.25 Summary O8/24 Sum. 46 O8/14 Sum. 37 649,010.22 Summary O8/25 Sum. 112 O8/17 Sum. 51 229,879.64 Summary O8/26 Sum. 80 O8/18 Sum. 124 1,780,394.52 Summary O8/26 Sum. 30 O8/19 Sum. 79 1,002,127.10 Summary O8/28 Sum. 15 O8/20 Sum. 18 79,051.71 Summary O8/31 Sum. 23	Amount Summary 323,465.57 Summary 1,833,096.92 Summary 691,875.71 Summary 243,541.33 Summary 79,558.51 Summary 131,401.20 Summary
	bits		9 transactions for a total of \$ 168,063.82	
CH De		Amazon	Transaction description	Reference number
CH Del ate osted		Amoun	The second of th	
ate		34,191.83	ACH Settlement Bank File	00015215904088419
ate osted			ACH Settlement Bank File ACH Settlement Bank File	
ate osted 3/03		34,191.83		
ate osted 3/03 8/07		34,191.83 552.31	ACH Settlement Bank File	00015215904088419 00015219903013109 00015222905457284 00015226903677580
ate osted 3/03 3/07 3/10		34,191.83 552.31 18,757.84	ACH Settlement Bank File ACH Settlement Bank File	00015219903013109 00015222905457284 00015226903677580
ate osted 3/03 8/07		34,191.83 552.31 18,757.84 1,359.49	ACH Settlement Bank File ACH Settlement Bank File ACH Settlement Bank File	00015219903013109 00015222905457284

For the period 08/01/2015 to 08/31/2015

Account number:

Page 3 of 3

	D 12	200	tinved	
Thecks and Oth	r Deons	- GOIII	inded	
ACH Debits	 continued 		9 transactions for a total of \$ 168,063.82	
Date losted		Amount	Transaction description	Reference number
8/28		657.11	ACH Settlement Bank File	00015240906174679
8/31		32,452.06	ACH Settlement Bank Fife	00015243909262433
Other Debits			3 transactions for a total of \$ 246,664.19	
Oate osted		Amount	Transaction description	Reference number
8/17		205,000.00	Transfer To Funding Account #	CD201508170000023
8/25		39,790.00	Transfer To Funding Account #	CD201508250000027
8/31		1,874.19	Corporate Account Analysis Charge	000000000000006588



Page 1 of 3 Visit us at pnc.com

ACCOUNT ANALYSIS STATEMENT

CLIENT NAME & ADDRESS	AC	COUNT INFORMATION	ANALYSIS PERIOD
PINACLE ONLINE BILLING ACCOUNT TESTING PURPOSES FOR PINACLE	ACCOUNT TREASURY	0000000908 SUMMARY MARY L GIGLIO	03/01/2017 to 03/31/2017
PITTSBURGH, PA 15202	OFFICER	(412) 762-2947	STATEMENT DATE
	CLIENT	TMCC@pnc.com	APRIL 10, 2017
	SERVICES	1-800-669-1518	

PLEASE REVIEW YOUR ANALYSIS PROMPTLY. WE WILL GLADLY CORRECT ERRORS WITHIN 90 DAYS OF THE STATEMENT DATE. AFTER 90 DAYS, THE ANALYSIS IS DEEMED TO BE ACCURATE AND ADJUSTMENTS WILL NO LONGER BE PROCESSED.

GO PAPERLESS. SIGN-UP TODAY FOR FREE ONLINE CORPORATE ACCOUNT ANALYSIS STATEMENTS THAT YOU CAN ACCESS VIA PINACLE. ONLINE STATEMENTS CAN BE VIEWED SEVERAL DAYS EARLIER THAN IF THEY ARE SENT BY MAIL - WHICH IS GOOD NEWS FOR YOU AND THE ENVIRONMENT. ENROLL TODAY. FOR MORE INFORMATION, CALL TREASURY MANAGEMENT CLIENT CARE AT 1-800-669-1518 OR CONTACT YOUR TREASURY MANAGEMENT OFFICER OR SALES ASSOCIATE.



Page 2 of 3

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					COLLECTED
SERVICE DESCRIPTION	AFP CODE	VOLUME	UNIT PRICE	TOTAL PRICE	BALANCE REQUIRED
DEMAND DEPOSIT RELATED SERVICES RETURN CHECK MANAGEMENT MONTHLY FEE	10 04 16	1	100.0000	\$100.00	392,473.00 \$392,473.00
INFORMATION SERVICES PINACLE EVENT NOTIFICATION MONTHLY PINACLE RETURNS CHECK MGMT MONTHLY	40 99 99 40 99 99	1 1	25.0000 25.0000	25.00 25.00	98,118.25 98,118.25



\$196,236.50

\$50.00

TOTAL ANALYZED CHARGES:			\$150.00	\$588,709.50	-
	ACCOUNT ANALYSI	S STATEMENT			
CLIENT NAME & ADDRESS	ACC	COUNT INFORMATION	ANALYSIS PE	RIOD	
PINACLE ONLINE BILLING ACCOUNT PINACLE TEST ACCOUNT	ACCOUNT TREASURY	0000000908 MARY L GIGLIO	03/01/2017 to 03		
TESTING PURPOSES FOR PINACLE	OFFICER	(412) 762-2947	STATEMENT [DATE	
PITTSBURGH, PA 15202	CLIENT	TMCC@pnc.com	APRIL 10, 20	017	
	SERVICES BILLING CYCLE	1-800-669-1518 MONTHLY			
	CURRENT MONTHLY	BALANCE & COMPENSATION			
AVERAGE LEDGER BALANCE	0.00	EARNINGS ALLOWANCE (0.30 TOTAL ANALYZED CHARGES	0 %)		0.00
LESS: DEPOSIT FLOAT	0.00	EXCESS/(DEFICIT) FEES		150	.00-
AVERAGE COLLECTED BALANCE	0.00				
LESS: RESERVES(0.00%)	0.00				
INVESTABLE BALANCE	0.00				
COLLECTED BALANCE REQUIRED	588,709.50				
EXCESS/(DEFICIT) BALANCE	588,709.50-				

EARNINGS CREDIT RATE IS TIERED. THE HIGHEST TIER EARNINGS CREDIT RATE FOR NEXT MONTH IS: .350000 %

\$3924.73 IN COLLECTED BALANCE WILL PAY FOR \$1.00 IN SERVICES, BASED UPON THIS MONTH'S TIERED EARNINGS CREDIT RATE.

SUMMARY OF ACCOUNT SERVICES

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Page 3 of 3



ACCOUNT ANALYSIS STATEMENT

CLIENT NAME & ADDRESS

PINACLE ONLINE BILLING ACCOUNT TESTING PURPOSES FOR PINACLE PITTSBURGH, PA 15202 ACCOUNT INFORMATION

ACCOUNT 0000000908
TREASURY MARY L GIGLIO OFFICER

(412) 762-2947

CLIENT TMCC@pnc.com
SERVICES 1-800-669-1518
BILLING CYCLE MONTHLY

ANALYSIS PERIOD

03/01/2017 to 03/31/2017

STATEMENT DATE

APRIL 10, 2017

YEAR-TO-DATE RELATIONSHIP SUMMARY

	ADJUSTED	ADJUSTED	EARNINGS	TOTAL	COLLECTED		
	AVERAGE	COLLECTED	CREDIT	ACTIVITY	BALANCE	EXCESS/(DEFICIT)	EXCESS/(DEFICIT)
MONTH	LEDGER BALANCE	BALANCE	RATE	CHARGES	REQUIRED	BALANCE	FEE EQUIVALENT
JANUARY	.00	.00	.300000	150.00	588,709.50	588,709.50-	150.00-
FEBRUARY	.00	.00	.300000	150.00	651,786.00	651,786.00-	150.00-
MARCH	.00	.00	.300000	150.00	588,709.50	588,709.50-	150.00-
QTR TOTAL	.00	.00		450.00	609,735.00	609,735.00-	450.00-
YTD TOTAL	.00	.00	.300000	450.00	609,735.00	609,735.00-	450.00-

ACCOUNT INFORMATION

Corporate Funds Availability Policy

Effective: October 20, 2016



YOUR ABILITY TO WITHDRAW FUNDS AT PNC BANK

PNC Bank has a policy of providing prompt, although not immediate, availability of funds that you deposit in your checking account. If we delay your availability for one of the reasons discussed below, you may not withdraw the funds in cash and we will not use the funds to pay items presented.

This Policy is applicable to checking accounts only. Please take a moment to familiarize yourself with this Policy.

Determining Availability of Deposit We determine availability by counting the number of business days from the business day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

If you make a deposit through one of our branch tellers, ATM, remote deposit scanner or by mail before our cut-off time, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a business day, we will consider the deposit as being made on the next business day that we are open. Our cut-off time for branches will not be earlier than 2:00 p.m., but may vary by branch. The cut-off time for PNC Bank ATMs will be no earlier than 12:00 Noon, but may vary by location. The cut-off time for Non-PNC Bank ATMs is 3:00 p.m. The cut-off time for a remote deposit scanner is 8:00 p.m. Deposits made through our night depository after 6:00 a.m. may be processed on the next business day.

Availability varies depending on the type of deposit and is explained below.

Checks drawn on banks located outside of the United States are not subject to this Policy. Please inquire regarding availability at the time you make such deposits.

Same Day Availability

- Funds from the following deposits are available on the same business day as the day of their deposit:
- All cash deposits made to a PNC Bank teller
- Wire Transfers
- Electronic Deposits

Next Day Availability

If you make a deposit before the cut-off time on a business day that we are open, funds from deposits of checks or money orders identified below will be available on the first business day after the business day of your deposit for all purposes.

- Checks and money orders drawn on PNC Bank
- U.S. Treasury checks payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders payable to you
- State and local government checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office
- Non-PNC Bank cashier's, certified and teller's checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office

You are required to separate checks requiring special deposit tickets from other checks you are depositing.

If you do not use a special deposit ticket for checks as noted above, or if you use a special deposit ticket inappropriately, your check deposit will receive availability as set forth below in the "Other Check Deposits" section of this Policy.

If your deposit does not meet the requirements above, funds from these deposits will be available as set forth below under "Other Check Deposits."

OTHER CHECK DEPOSITS

If your deposit does not include items noted in the Same Day Availability or Next Day Availability sections noted above, then the initial \$200 of any deposit will be available on the business day after the business day of deposit. The initial \$100 of any such deposit will be available on the evening of the business day of your deposit to pay items that are presented to us that evening for posting. The remaining balance of your deposit will be available the second business day after the business day of your deposit for all purposes.



For example, if you make a non-PNC Bank check deposit of \$700 on a Monday, \$100 will be available Monday evening to pay items which are presented to us that evening for posting. The remaining balance of the initial \$100 deposit, as well as an additional \$100, will be available on Tuesday for all purposes. The remaining balance of \$500 will be available on Wednesday.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks in any one day totaling more than \$5,000.
- You redeposit a check that has been returned
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as a failure of communications or computer equipment.

We will notify you of the delay in your ability to withdraw funds for any of the reasons listed, and we will tell you when the funds will be available. In this case, funds from items deposited as set forth above under "Other Check Deposits" will usually be available no later than the fifth business day after the business day of your deposit for all purposes.

Deposits at Non-PNC Bank ATMs If you make a deposit at an ATM that we do not own or operate, which are those not branded as PNC Bank, funds from any deposits (cash and checks) will be available the fourth business day after the day of your deposit for all purposes.

This rule does not apply at ATMs that we own or

operate.

Other restrictions are set forth in the PNC Bank Business Card Agreement section of the Account Agreement for Business Accounts.

REFUSAL OF A DEPOSIT

We continue to reserve the right not to accept deposits. In some circumstances, items unacceptable for deposit, such as a mutilated check, may be processed as collection items.

ACCELERATED AVAILABILITY

If you make a deposit of checks or money orders on a business day that we are open, we may make part of your deposit available to you sooner than otherwise stated in this Policy. The balance will become available according to the other terms of this Policy.

ENDORSEMENT

It is important that you place your endorsement carefully on the back of all checks you are depositing. A 1/2 inch area has been designated for your endorsement. Please ask your PNC Bank relationship manager about proper placement of your endorsement. If your endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

YOUR RESPONSIBILITY

You agree that PNC Bank may deduct the amount of a check deposited to your account from your account balance if PNC Bank receives notice that the check has not been paid. PNC Bank may make this deduction even if the unpaid check has not yet been returned to the Bank. You agree that PNC Bank may charge an unpaid check against your account even if PNC Bank could claim reimbursement for the check from the bank on which the check was drawn or from some other bank. You agree that PNC Bank may charge a check back even if the charge results in an overdraft.

PNC is a registered mark of The PNC Financial Services Group, Inc.("PNC") Bank deposit, treasury management and lending products and services are provided by PNC Bank, National Association, a wholly-owned subsidiary of PNC and Member FDIC. ©2016 The PNC Financial Services Group, Inc. All rights reserved.



PNC Bank, National Association City of St. Louis Request for Proposal Exceptions

This Proposal is delivered by PNC Bank, National Association ("PNC") in response to the RFP issued by the City of St. Louis ("the City") for Payroll and Parking Division Banking Services ("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 School which this Proposal is addressed is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

This proposal is **valid for 180 days**. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 180-day period.

We call to your attention in particular the following exceptions to the RFP:

PNC requires use of its standard documentation for these services, which is included with the Proposal and is written for the specific Services that are the subject of the RFP. PNC will consider any requested changes to this documentation, including requests to include specific terms from the RFP, and work to negotiate a mutually acceptable agreement.

PNC'S TREASURY MANAGEMENT BUSINESS

reasury Management ervices Comprehensive greement

Version April, 2018



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GENERAL TERMS AND CONDITIONS

Agreement

This Treasury Management Services Comprehensive Agreement ("Agreement") contains the terms and conditions under which PNC Bank, National Association ("PNC," "we," "our," or "us") will provide certain Treasury Management Services (each a "Service" and collectively, the "Services") to you. These General Terms and Conditions apply to all of the Services described in this Agreement. The Terms and Conditions for Specific Services describe the Services. 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 in such form as we may require and have had a reasonable opportunity to act on such notice.

Your deposit accounts with us that you use in connection with the Services are also subject to the Account Agreement for Business Accounts ("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 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 Account Agreement, the Terms and Conditions for Specific Services and the Documentation shall govern, but only to the extent of any inconsistency.

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. 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.

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.

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

You agree that the information in the Certification of Beneficial Owner(s) (individually and collectively, 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. You agree to provide: (i) 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; (ii) 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; and (iii) such other 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.

Services

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.

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. 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.

Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information 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.

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) issues 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 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 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 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; or (f) 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 shall 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.

No Extension of Credit, Fund Transfer, Setoff

If a Service involves a debit to any of your accounts with us, 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. Neither anything 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 payment for 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, and we may charge any account you have with us for such amount.

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. If your account is designated as a foreign currency account, however, 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, 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 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.

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.

Payment system and check fraud has increased dramatically in recent years due to a number of factors. 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. 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. 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.

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 resulting from acts, omissions, or inaccuracies of third parties not under such party's reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, 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 Electonic 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 Philadelphia, PA 19103

ATTN: Treasury Management Counsel

or to you at the address set forth on the Treasury Management Services Authorization and 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 by us 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

Neither party may 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 General Terms and Conditions of this Agreement by written notice to you. We may change the Terms and Conditions for a specific Service by giving you notice of the change through PINACLE® or other electronic 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.

TERMS AND CONDITIONS FOR SPECIFIC SERVICES

The Terms and Conditions for 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.

- x "ACH" means the Automated Clearing House.
 - "ACH Network" means an Automated Clearing House network through which banks transfer funds electronically.
- x "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.
- x "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.
- x "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.
- x "Credit Entry" means an ACH entry for the deposit of money to the deposit account of a Receiver. x "Debit Entry" means an ACH entry for the payment of money from the deposit account of a Receiver.
- x "Including," "include," and "includes" mean including without limitation.
- x "NACHA Rules" means the Operating Rules and Guidelines of NACHA The Electronic Payments Association, as amended from time to time.
- x "Originator" has the meaning defined in the NACHA Rules.
- x "PINACLE" means our on-line and mobile banking portal through which you can have access to many of the Services we offer.
- x "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.
- x "Receiver" has the meaning defined in the NACHA Rules.
- x "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 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.



CORPORATE ONLINE AND MOBILE BANKING PORTAL

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 reconcilement 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.

If you have chosen to have your Information Reporting or other reports delivered via fax, we will send the fax to the fax number that you have provided to us in writing. You may change this fax number at any time, and all such changes must also be provided in writing. Faxes are sent over standard telephone lines. If you desire a heightened level of security, you should consider using one of our online products. You are responsible for the security of the data once it reaches your fax machine. We will have no obligation to contact you should the information be undeliverable because your fax machine or telephone line is inoperable or unavailable.

Event Notification

Event Notification is a service 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.

Credit Management

This Services 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, payment history and loan availability, and upload and submit collateral documents, financial statements, insurance certificates, borrowing base certificates and other documents related to your lending facilities. 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, and make payments on your loans, by transferring funds between Accounts that you have designated and that we have approved for such transfers. All payments and advances 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.

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.

Users Outside of the U.S.

You agree that if you have a user from a subsidiary or related entity of your company that is based outside of the U.S., such user may not initiate or approve a transaction in PINACLE.



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.

RECEIVABLES SERVICES

WHOLESALE LOCKBOX (A/R ADVANTAGE)

This Service provides you with lockbox mail collection services for remittance payments from your customers with access to images of those payments and accompanying remittance documents received through your lockbox. 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 of money 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 from time to time in accordance with our regular lockbox collection schedules.

You will maintain with us an account as set forth in the Documentation ("Account") 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 open the envelopes picked up from the lockbox and will remove their contents. Items contained in the envelopes will be inspected and handled as follows:

- x **Payees.** An Item not bearing an acceptable payee designation, as set forth in the Documentation will not be deposited in the Account. If a necessary endorsement of a payee (other than yours) is missing, the Item will not be deposited into the Account.
- x Dates. An Item will be deposited into the Account even though it is stale-dated, post-dated or does not bear a date.
- x **Amounts.** If the written and numeric amounts of an Item differ, the written amount will control over the numeric amount unless the written amount is ambiguous. If the amount of an Item cannot be determined or if the amount is missing altogether, the Item will not be deposited into the Account.
- x **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.
- x Alterations. An Item which appears to us to have been materially altered will not be deposited into the Account.

Other Language

We will have no responsibility to look for or detect "paid in full" or similar language appearing on or with Items. 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, and process the Item through our normal banking channels. An appropriate advice will be forwarded to you. You will bear the risk of any fluctuation in exchange rates.

Processing Procedures

Items found acceptable for deposit will be encoded, 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 process Items and make deposits throughout each Banking Day. During each Banking Day, we will make available to you images of the following:

x Deposited Items x Accompanying Documents

We will send back to you original Items that are unacceptable for deposit, and any accompanying documents and other miscellaneous written communications received through the lockbox that are related to such Items. Items denominated in a foreign currency will be processed in accordance with the Section on International Payments above.

Image Delivery

We will make images of the documents listed above available to you through PINACLE, by transmission or by delivering to you a CD-ROM or other agreed upon physical medium. Images may be viewed through PINACLE.

If you elect to receive images on a physical medium, we will deliver a CD-ROM or other physical medium to you daily, weekly or monthly as you request. Unless in our sole discretion we agree otherwise, the CD-ROMs or other physical medium we send you containing your images will be encrypted to help protect the images from unauthorized access. We will provide you with a copy of 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 three (3) 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. Beyond that time, the best way to ensure availability of images or copies of your Items and other documents is to download them from PINACLE and/or take delivery of the images on CD-ROM or other physical medium that you can keep. 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 that are capable of correction. Copies of credit or debit advices will be sent to you.

Return of Paper Documents



If you have elected not to receive image delivery of all or some of the documents listed above via PINACLE, CD-ROM or other electronic or non-paper physical or electronic medium, and instead have chosen to receive paper documents, you acknowledge and accept the additional risk of inadvertent mailing errors and other errors related to your request for return of the original paper documents in your lockbox. You agree to release PNC 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.

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.

Mail Account

You will advise your customers to send checks, drafts, and other orders for payment of money to be processed under this Service ("Items") with accompanying scannable remittance documents to the lockbox 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 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 open the envelopes picked up from the lockbox and will remove their contents. Items contained in the envelopes will be inspected and handled as follows:

- x Dates An Item will be deposited into the Account even though it is stale-dated, post-dated, or does not bear a date.
- x **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.
- x Drawer's Signatures If the drawer's signature is missing, we will deposit the Item into the Account.
- x **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.
- x **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.
- x **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."
- x **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.



We have no obligation to inspect Items except as stated above.

Inspection of Remittance Documents

Unless otherwise set forth in the Documentation, we will process all Items which are processable by us as follows: x **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.

- x **Single Item, Single Document** A single Item received with a single accompanying remittance document will be deposited into the Account.
- x **Multiple Items, Single Document** Two or more Items received with a single accompanying remittance document will be deposited into the account. x **Single Items, Multiple Documents** A single Item received with two or more accompanying remittance documents will be deposited into the Account.
- x **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.

We have no obligation to inspect remittance documents except as stated above.

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: x One deposit ticket copy for each deposit.

x 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: x Remittance documents which accompany deposited Items.

- x Data transmission of deposited Item information.
- x Transmission of images of checks, remittance documentation and exception items.
- x 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.

E-LOCKBOX ADVANTAGE

PNC's E-Lockbox Advantage 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:

- 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.
- 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-xxxxxxxxxxx).
 - 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 data elements that are included with each payment. They are:

- 1. <u>Customer Account Number</u> 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. <u>Payment Amount</u> Dollar amount of the payment being made.



- 3. <u>Name</u> 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. <u>Payment Research</u> 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. <u>Returns Processing</u> 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.

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 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 or 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 anytime without notice to you.

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: x 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 name, location, location number, and dollar amount said to be contained in the deposit. x Deposits will be delivered by your authorized armored carrier to the secured facility specified by us.

x Your deposits will be deemed to be made when we receive them at the Cash Logistics Services ("CLS") facility. Cash and coin deposits must be received by us prior to the deadline shown on our CLS Processing Sites and Cash Deposit Deadlines document which has been provided to you. Deposits received after the applicable cutoff 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 Money Room that contain checks will be accepted and will be considered nonstandard subject to premium handling fees. Mixed deposits will be processed pursuant to the deposit deadlines as noted on the CLS Processing Sites and Cash Deposit Deadlines document.

Processing by Us

We will process your deposits as follows: x We will give you a receipt, and assign conditional credit, for 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 delayed ledger credit of one (1) Banking Day and to premium handling fees.

x We will count coins and currency and you will accept our count as the valid and binding final count.

x 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 process your order.

You may place orders for coin and currency 24-hours per day by accessing our Automated Telephone Order Entry or our Money Room web-based order system no later than 11:00 a.m. ET one (1) Banking Day prior to the requested day of delivery. We will provide you with a PIN for each location specified by you.



Withdrawals will be deemed to be made when the coin or currency is delivered to your armored car service.

Courier Service/Risk of Loss

You agree that any armored car service 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 car service. You warrant to us that all armored car insurance coverage in any form names you as the beneficiary.

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 reconcilement 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.

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

- X 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.
- X 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:

- X You delivering billing data to PNC via a file transmission or WEB file upload X You delivering to PNC a control file or totals for file validation.
- X 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.
- X 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.
- X 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.

<u>Outbound Mail</u> - 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.

<u>Inbound Mail</u> - 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:

- X 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.
- X Files Received Friday (up to 75k items) Data files received by 8:30am ET will be processed and mailed by end of day Saturday.
- X 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:

- X Review for mail piece completeness including inserts, undamaged output, no read quality issues, and correct data placement.
- X 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.

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

PayerExpress requires that you post a Consumer Terms of Service on the website. You may also post a Privacy Policy on the website. PNC has provided 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.

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.

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 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 the 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 or 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: x 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).

- x 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.
- x All deposited Items and remittance coupon images will be available within Deposit On-Site for 35 days.

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

- x "Content Report" means a report generated by the Equipment that sets forth the value of the Cassette Cash collected from the Equipment.
- x "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.
- x "Currency" shall include cash currency of the United States of America.
- x "Delivery Location" means the facility designated by us as the place where the Shipment is to be delivered. X "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.
- x "Pick Up Location" means your location where the Equipment is installed. x "Shipment" means one or more locked and sealed Cash Cassettes received by the Transportation Agent at the same time at a single Pick Up Location, that are to be delivered to a single Delivery Location.
- x "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 by removing cassettes from the Equipment. 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. You agree that the Equipment shall be opened only in the presence of the Transportation Agent. You shall remain present while the Transportation Agent removes the Cassette Cash from the Equipment. Each such cassette shall be delivered into the possession of the Transportation Agent. Prior to the Transportation Agent's departure from the Pick Up Location, you shall verify that the seal number affixed to a cassette matches the seal number recorded on the Content Report, and note any differences on the Content Report. At the time of pick up, the Transportation Agent will replace removed cassettes with empty locked and sealed cassettes. 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.

Credit of Cassette Cash

The Equipment will transmit the value of Cassette Cash based on a daily transmission as initiated by you at a predetermined, agreed upon time. All Cassette Cash placed into the Equipment's bill acceptor(s) after the transmission deadline of 10:30 p.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. All Cassette Cash will be processed as per the procedures set forth in the Cash Logistic Services terms and conditions. If our physical count varies from your count, or from the value set forth in the transmission, we will 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... Only requests for increases in pickup frequency will be considered, no decreases in frequency will be permitted. 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, reconcilement 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, quick reference cards, 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. 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. 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 during your normal business hours at any Pick Up Location. The Equipment shall not be removed without our prior written consent.

Access

You acknowledge that the Equipment is not staffed by us. 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 the Equipment at no additional cost to you, except that you shall pay for repairs 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; or (iv) damage caused by an event of Force Majeure.

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 Cash Logistics Operations and immediately pay to us an amount equal to the value of such Equipment, including 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. 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 by fire, theft, explosion, water damage and all other hazards and risks, 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 (the "Equipment Term") shall commence when the Equipment is installed. 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 initial unit of Equipment installed within sixty (60) days after the successful completion of installation without penalty, cost or further obligation except for direct expenses associated with the removal and return of the Equipment.

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.

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 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:

x Indicates on the face of the document a return reason of Insufficient or Uncollected Funds. x contains a preprinted serial number. x Is in an amount less than \$2,500. x Is drawn on a consumer account.

x Is dated less than 180 days from the date the entry is transmitted to the RDFI.

x Is in U.S. Dollars.

x 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.

DISBURSEMENT SERVICES

INVOICE AUTOMATION (A/P ADVANTAGE)

This A/P Advantage 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. Another service provided is the supplier portal, which is 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.

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 A/P Advantage. 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 A/P ADVANTAGE. 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 A/P Advantage

Access to A/P Advantage shall be available 24 hours a day, seven days a week, though certain products available through A/P ADVANTAGE have different transaction processing windows.

Customer Specification Document

During the implementation process of A/P Advantage, we will use the Customer Specification Document (CSD) to define your requirements for processing invoices with A/P Advantage. Once an invoice is received in A/P Advantage, 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 after acceptance of the CSD are subject to our agreement and the payment of additional charges.

ADMINISTRATIVE ADVANTAGE SERVICE

Definitions

"Funding" means the transmission of collected funds to the Controlled Disbursement Accounts ("CDAs") in the amounts required by this Agreement.

"Imprest Balance" means the balance of collected funds in a CDA to which Funding is intended to restore the CDA, as described below for the various Funding options.

"Minimum Balance" means, in the case of the Target Funding option, the balance of collected funds in a CDA below which a Funding transaction will be triggered to restore the CDA to the Imprest Balance. In the case of the Presentment, Schedule, Notification Only and Manual Funding options, you must specify a Minimum Balance of collected funds in a CDA and instruct us to send you a notice to alert you when the collected balance comes within a specified limit of that Minimum Balance, as chosen by you.

"Payment File" means the consolidated grouping of payment information on an electronic file transmission that is sent by the Payment Administrator to us for the purpose of initiating payments.

"Payment Administrator" means the entity signing this Agreement and using this Service (PNC's client).

"Plan Sponsor" means your customer or entity that has contracted with you to manage their payments and payment funding arrangements.

Service Summary

Administrative Advantage is a disbursement solution designed to help Payment Administrators streamline the payment process. Administrative Advantage includes a centralized web-based reporting structure for disbursement accounts.



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 your clients.

You will send us a Payment File that includes check and/or ACH payment requests. We will disburse payments based on the payment type (ACH or check) and report the status of each payment through the PNC PINACLE portal. As payments that you make on behalf of Plan Sponsors are presented against a CDA, we will, if applicable calculate the Funding requirement for the CDA (based on the selected Funding type) and initiate the appropriate funding transaction to the Plan Sponsor's designated bank account.

As part of the initial implementation of Administrative Advantage, you must provide the following to us: a. Key contact names from your organization along with contact information;

- b. Two System Administrators who will be responsible for assigning your authorized users of Administrative Advantage;
- c. Assign a Funding option for each Plan Sponsor
- d. Imprest and Minimum Balances for each Plan Sponsor account (if applicable);
- e. Debit bank account information for each Plan Sponsor (if applicable);
- f. Custom field labels (if applicable); and
- g. Your approval of all new account set-up through the automated PINACLE approval process

CDA Account Management

PNC's relationship is with you, the Payment Administrator. As such, each CDA will be titled in your name, for benefit of the applicable Plan Sponsor, using your taxpayer identifying number. You must open a separate CDA for each Plan Sponsor for whom you are processing payments using this Service. You are obligated to ensure that there are sufficient collected funds in your CDAs to cover the payments you instruct us to process on your behalf. You are responsible for documenting your third party payment management arrangements with your Plan Sponsors. This includes your disbursement funding arrangements and your authorization to initiate payments on your Plan Sponsor's behalf. Upon request, you agree to provide us with copies of such documentation.

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.

ACCOUNT RECONCILEMENT SERVICE

This Service provides you with periodic reconcilement 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 Reconcilement Plan: We will provide you with reconcilement reports of checks paid against your designated Accounts. Information in the reports will include check numbers, amounts, and dates paid. The reconcilement 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 Reconcilement 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.

AUTOMATED CLEARING HOUSE (ACH) ORIGINATION 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.

- x "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.
- x "On Us Entry" means a Credit Entry or a Debit Entry to an account of the Receiver at PNC Bank.
- x "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. file delivery, PINACLE). You must notify us in advance and 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 if you will be originating International ACH Transactions ("IAT's"). Failure to do so will result in rejection of your Instructions containing IAT Entries. In addition, you must also notify us in advance, and be approved by us, before originating Internet-Initiated Entries ("WEB") or Telephone-Initiated Entries ("TEL"). 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: the time for return of cross-border items may be different; we may not be able to dishonor the return to us of an IAT Entry that you originated; cross-border items may not be reversible; 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 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.

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 Entity 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"): x Certain debits initiated by us including check printing fees and debits originated by your use of PNC tax payment services such as Tax Express.

x PNC ACH settlement Entries if you are originating ACH Entries. This would include ACH return settlement Entries.

x Reversing Entries received to correct erroneous Entries.

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.

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

- x **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.
- x Location ID You will establish a location ID for each bank account to be debited.
- x Operator ID You will establish one or more Operator IDs for each Location ID that you establish on the Service.
- x **Method of Origination** You will establish one or more of the following methods for each Operator ID to originate an Entry: operator-assisted phone call, touch-tone phone 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.

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.

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 Payables Advantage 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 x **File processing** O Each file sent to us must have matching Control Totals.



- If we receive a file without matching Control Totals, or 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 that does not have matching Control Totals, or if there are errors
 with a file or transaction, or if we receive conflicting instructions from your designated contacts.
- x **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 Payables Advantage Services. We shall not be liable for any failure to process the cancellation request.

x 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 x **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.

- o 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.
- x **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

x EDI Electronic Account Analysis provides your account analysis statement data electronically via a file transmission and/or a CD-ROM. We will create the 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.

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:

- x "Alias Information" means an email address, and phone number and/or any other identifying information of the Recipient.
- x "Days to Expiration" means the number of days after the Origination Date when the Recipient may accept the payment.
- x "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.
- x "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.



- x "Expired Payment" means a payment that may not be accepted by the Recipient because the current day is after the Expiration Date.
- x "Future-Dated Payment" means a payment with an Origination Date of the next business day or later. x "Origination Date" means the first business day on which the Recipient will receive notification that they may accept the payment.
- x "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.
- x "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.
- x "Permissible Payment Method" means a payment method that you may offer to the Recipient to receive the payment, including a payment via: ACH, 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.
- x "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.
- x "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 (outof-network).
- x "Non-Registered Recipient" means a Recipient that is not a Registered Recipient.
- x "Settlement Account" means a DDA account number of your Bank account that will be debited for the payment. x "Small Business Customer" means a privately owned corporation, partnership, or sole proprietorship that maintains a small business deposit account at 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 or by direct file transmission.

Reliance on Alias Information and Early Warning Network

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).

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 the 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 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 Non-Registered Recipient will receive a notification from PNC 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 PNC 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, and/or other communication methods. However, PNC will not be required to notify a Non-Registered Recipient whose only communication method is a wireless phone number.

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.

Recipient Registration on Network

If the Recipient is a Registered Recipient, the Recipient may customize their preferences to receive funds for current and future/recurring payments. 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. 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: you will not be able to cancel the payment, and 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.



CONSOLIDATED PAYABLES (PAYABLES ADVANTAGE)

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 Payables Advantage Service:

- x "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.
- x "Check" means a check printed and mailed by us on your behalf.
- x "Check Register" means a register, setting forth with respect to all Payables Advantage Checks issued on the date of such register, the date of issue, check number, PNC-assigned identification number, payee, and amount.
- x "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.
- x "Disbursement Account" means the account on which Payables Advantage Checks will be drawn and/or from which ACH Entries and Wires will be initiated.
- x **"File"** means the EDI 820 or Bank flat file formats used as the vehicle to send Payables Advantage Payment instructions and remittance information to us, and includes information on Manual Checks with instructions for stop payments, issue only and voids.
- x "Issue File" means the file containing the check number, dollar amount, payee and account number of Payables Advantage Checks used to update our records or the records of another bank holding the Disbursement Account to assist in detecting exception items as Payables Advantage Checks are presented for payment.
- x "Manual Check" means a check written and issued by you on your own behalf. "Payables Advantage Checks" means Checks and Manual Checks.
- x "Payables Advantage Checks" means Checks and Manual Checks.
- x "**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.
- x "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: x The intended disbursement banks and Disbursement Account numbers. You may specify any U.S. domestic and Canadian financial institutions.

- x Your name, address, and logo, if required, to appear on the Checks. x The maximum amount, if any, of any single Payables Advantage Payment.
- x The method to be employed for mailing Checks (e.g., overnight mail, U.S. mail, or group mail).
- x 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 Payables Advantage Check.
- x The format of the File which will be used by you to communicate your instructions to us to issue Payables Advantage Payments and whether Files will be encrypted or authenticated. You agree to comply with our specifications for such communications.
- x 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:



- x With respect to each Payables Advantage 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.
- x 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.
- x Your name and the Services account identification number assigned to you by us.
- x 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: x Obtain Confirmation from an Authorized Person of the authenticity of the File using the Security Procedure you have selected.

- x Initiate each Payables Advantage 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 Payables Advantage Payment to which it relates.
- x Provide an Issue File for use by each applicable disbursement bank as mutually agreed. x Provide a Check Register to you.
- x If applicable, provide a Reject Register to you.

Cancellations

You may cancel any instruction to process a Payables Advantage 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 Payables Advantage Check. If the cancellation instruction is not timely received by us, we shall have no obligation to cancel the Payables Advantage Check. You can only attempt to cancel Payables Advantage Checks and you cannot amend or modify any Payables Advantage Check instruction. We shall have no obligation to amend or cancel a Card, Wire or ACH Payables Advantage 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 a Payables Advantage Payment, payee, disbursing bank, date of payment or otherwise, you shall be solely responsible for taking any action to correct such error.

POSITIVE PAY FOR CHECKS

This Service is intended to assist you in preventing the payment of unauthorized checks from your Account. There are two versions of this Service; Positive Pay and Reverse Positive Pay. Both versions are described below.

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.



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 Reconcilement 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.

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 unique PIN(s) (if appropriate), valid security code(s), repetitive number(s) (if appropriate) 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 (and authenticated as stated herein) 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.

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 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 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 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.

Data Transmission

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 transmission. You will notify us immediately if there is a problem with issuing payment orders by PINACLE or transmission. In



the event payment orders cannot be issued by PINACLE or transmission, you may issue payment orders by telephone in accordance with the other terms and conditions of this Agreement.

Future-dated 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.

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.

EUROPE EXPRESS

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 Europe Express, 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 day, other than a Saturday, Sunday or other day on which banks are authorized or required to be closed in London, UK or in New York City, NY; provided that where the provisions of this Agreement are applicable to a specific transaction involving a branch of the European branch 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:

- x 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.
- x 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.



DEPOSITORY SERVICES

DEPOSIT RECONCILEMENT SERVICE

This Service provides you with periodic reconcilement 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.

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 ("SelfManaged"), into an interest bearing or non-interest bearing account that will separate each Third Party or SelfManaged 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, 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 Account Agreement for Business Accounts ("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 Subaccount 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 SubAccount(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 Subaccount: (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.

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.

The PNC Bank Zero Balance Account 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.

TERMS AND CONDITIONS FOR SPECIFIC HEALTHCARE SERVICES

The following additional terms and conditions apply to our Healthcare 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 with the payers you select. 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:

x "837" - ASC X12 837 (Healthcare Claims Submission)

x "835" – ASC X12 835 (Healthcare Claim Payment / Remittance Advice) x

"276" - ASC X12 276 (Healthcare Claims Status Request) x "277" - ASC X12

277 (Healthcare Claims Status Response)

x "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.

HEALTHCARE SERVICES

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.

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.

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. PNC 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 PNC before initiating a request for research with our Product Client Services team.

Reassociation is not available with this Service.

HEALTHCARE CLAIM STATUS REQUEST (276) AND RESPONSE (277)

This Service enables you to submit requests to payers, asking for the status of a claim you previously submitted, and to receive responses to these requests from payers. You will transmit claim status requests to us in ASC X12 format, using a schedule and transmission protocols mutually agreed upon by you and us, or you may enter the requests via the PNC Healthcare Advantage module of PINACLE. We will transmit the requests to payers in the 276 (Claim Status Request) standard format and will receive 277 responses (Claim Status Response) from the payer. We will display the requests and the payers' responses in human readable form via the PNC Healthcare Advantage portal. You agree that you are solely responsible for the accuracy and completeness of the information for each Claim Status Request and that the payers are solely responsible for the accuracy of the Claim Status Responses.

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 as watermarks or is otherwise obscured.

CONTRACT ADVANTAGE SERVICE

This Contract Advantage Service (the "Service") assists you in verifying whether payments you receive from third party payers are consistent with (i) the payment terms of your contracts with such payers; and (ii) such payers' applicable reimbursement models.

We will populate the Service database using contract information provided by you in mutually acceptable format. You will be responsible for providing us access to a data extract that contains claims and remittance information from your patient management system using transmission methods approved by us and in a format mutually agreed upon during implementation.

Your Duties as a Client

You agree that the accuracy and completeness of the information populated to the Contract Advantage database is dependent upon the contract information and the claim information that you provide to us for population to the Contract Advantage database either directly or after we submit the original claims to payers on your behalf. You agree to provide updated contract information to us immediately after signing any new payer contract or amending any existing payer contract. The payers are solely responsible for the accuracy of the information we provide to you in the form of claim payment or remittance files.

You agree that once the contract terms are loaded into the database, you will review and approve the accuracy of the setup and test phase results. You agree to review and approve the accuracy of the setup and test phase results for each new payer contract you add after the initial contract terms are loaded. You agree that you are solely responsible to ensure that the terms of each such contract between you and a payer are correctly interpreted and implemented. You agree that you are solely responsible for any underpayment or overpayment that may result from such interpretation and implementation. We agree to make modifications to the database, to correctly implement such contract terms, at your written request. You are responsible for the accuracy of any such changes you instruct us to make to the database.

You agree to obtain all necessary consents from third-party payers in order to share with us the contract terms you have with such payers. Except as otherwise limited in this Agreement, you agree that we may aggregate all data we receive from you to be included in the Contract Advantage database for our use in rendering of this Service.

Ownership

This Service contains valuable intellectual property rights and are proprietary to us and our licensors, including, but not limited to Search America, Inc. and Medical Present Value, Inc. (collectively "Experian Healthcare") 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 EXPERIAN HEALTHCARE IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT.



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: Access Guardian, Patient Estimator, Denial Challenger, Financial Assistance Screening, and Patient Identity Verification.

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 & 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 estimate provided may change once the 835 is received from the payer.

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.



Financial Assistance Screening and Patient Identity Verification

Revenue Cycle Automation also includes two optional add-on modules: Financial Assistance Screening and Patient Identity Verification. The first module assists you in determining patients' ability and likelihood to pay their medical bills and whether a patient will qualify for charity and financial assistance programs. The second module assists you in verifying patients' identities and addresses.

Financial Assistance Screening. This option involves obtaining a consumer credit report for a patient. This is done via a "soft inquiry" or "soft hit" on the patient's consumer credit report. Unlike "hard inquiries", a "soft inquiry" is viewable only by the entity obtaining it and the applicable consumers themselves (not by other creditors). The Service summarizes the consumer credit report into key, healthcare-specific metrics for decision making during patient registration and financial counseling. The consumer credit report also is condensed into an easy-to-read format in order to help you determine the patient's ability to pay, and the likelihood that the patient would qualify for charity or financial assistance ("Service Reports").

Patient Identity Verification. This option will help you verify patient registration data and also assist you in preventing identity theft by providing you with alerts when information provided by the patient does not match information available via the module. In particular, the Service will compare the data you provided with the demographic data available via the module, including up to two addresses and two phone numbers.

You may request that the Service Reports be made available to you on either a real-time or batch basis.

Your Duties as a Client (Financial Assistance Screening and Patient Identity Verification). You will be responsible for providing ADT Health Level 7 International ("HL7") messaging and/or file transfers necessary for us to perform the Service. We make no representation or warranty about the validity of any information submitted to us or generated by us using such information.

You will be provided a framework, with variable parameters, to define criteria to generate automated requests for the Services, as well as to define business rules for evaluating the information returned in a Service Report. You will assign the parameters used to generate automated requests for the Services. You also will assign parameters for the business rules used to evaluate the information returned in a Service Report and guide next steps in your work flows to help manage your revenue cycle. You agree that you are responsible for the initial business rules you provide us, as well as any subsequently created business rules, and any modifications, additions or deletions of/from these business rules. We will not be held liable for any damages you incur as a result of these business rules, or any modifications, additions or deletions to those rules.

You represent and warrant that your purpose for using the product is to assist you in automating your work flow and managing your revenue cycle. When you order the Service, you will be put in contact with a vendor, TransUnion Healthcare, who will provide you with further documentation you will need to complete, including documentation relating to permissible purpose or other Fair Credit Reporting Act-("FCRA") related documents.

You agree that you are solely responsible for any action that you take or do not take based on the alerts, reports, work lists and work flows generated while using the Service, and we will not be held liable for such actions. You agree that the Services are intended to help you manage your revenue cycle, and are not intended to be used as a basis for patient treatment decisions.

In addition to your other indemnification obligations under this Agreement, you agree to indemnify us from any loss or liability related to any claim resulting from any inaccurate or incomplete data provided by you to us.

You agree to implement, and maintain commercially reasonable administrative, technical and physical, security safeguards (including, without limitation, disposition of sensitive information) designed to (a) protect the security and confidentiality of information sent to you via the Service ("Services Information"); (b) protect against any and all reasonably anticipated threats or hazards to the security or integrity of such Services Information; and (c) protect against unauthorized access or use of such Services Information that could result in substantial harm or inconvenience to any consumer.



Ownership (Financial Assistance Screening and Patient Identity Verification)

These modules of the Service contain valuable intellectual property rights and are proprietary to us and our licensors, including, but not limited to TransUnion Healthcare, 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.

Payment Terms and Conditions (All Modules)

Fees

A fee schedule will be provided to you.

Payment Terms and Conditions

Application/Service Module Implementation Fees are due 50% upon work order execution and 50% upon activation (per module).

Additional Implementation Fees will be due 50% upon work order execution and 50% upon complementation (per module)

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.

- 1. 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 predefined knowledge rules and displaying alerts in an Access Guardian dashboard.
- 2. 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.
- 3. 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 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 month subscription fee for this Service (or the relevant module(s) thereof).

PATIENT SELF SERVICE

The Patient Self-Service solution set includes, but are not limited to, the following modules: Pre-Registration, OnSite Registration, Kiosks and Tablets, Patient Record Secure Communications, and 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.

- x Invitation to pre-register for scheduled appointments and services x Appointment request
- x Demographics verification and ability to update x Insurance coverage/plan verification and ability to update
- x Consent and privacy form to review and sign x Online bill payment
- \boldsymbol{x} Document upload: ID card, doctor referrals/orders, insurance cards \boldsymbol{x}

Barcode check-in x Appointment reminders

- x Amount due/outstanding bill reminders x Branding and customization
- x Questionnaires and Forms based on appointment type x 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.

- x Patient check-in
- x Patient demographics, insurance review and ability to update request x Forms management for review and electronic acceptance x Scanning bar code/ID card x Present balance due
- x 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
- x Multiple languages (English and Spanish)
- x Questionnaires and Forms
- x PULSE™: real-time kiosk and display hardware performance monitoring system for support staff x Reporting x Patient Flow Management

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.

- x Pre-built reports
- x Custom workflow reports (available for an additional fee)
- x 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 r 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 addition 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 3rd 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 3rd 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 8 hours of system engineering support to set up and configure the VPN connection. After 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:

x 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.



x 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.

x 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 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 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.

REMITTANCE ADVANTAGE SERVICE

This Service permits you to (i) send electronic payments and remittance advices via our Remittance Advantage web portal ("Portal") to healthcare providers and other trading partners (together, "trading partners") who enroll to receive such payments and advices from you; (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 Funds Transfer Service, and to deliver electronic 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 the Portal; and (v) access, or provide access to trading partners to, reports via the Portal.

Your Duties as a Client

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. 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; or (iii) the performance of this Service on your behalf.

You agree that it is your responsibility to collect W-9s or W-8s, verify their validity, and issue 1099 or 1042-S forms to healthcare providers, as applicable. You agree that we shall not be responsible for issuing 1099 forms.

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.

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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 April, 2018) (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

Signing Date:

The following address will be used by PNC for giving Customer notices under the Comprehensive Agreement. Please type if feasible.

Comprehensive Agreement. Please typ	be 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 Customer to this Authorization and the CUSTOMER NAME:		-
Signer Name:	_	





Please retain a copy of this Authorization for your records. $_{
m Rev.\ 04/2018}$

Disclosures

PNC, PNC Bank, ACHIEVEMENT, PINACLE, Working Cash, ActivePay, Global Trade Excellence, Vested Interest, Midland Loan Services, Enterprise!, CMBS Investor Insight, Portfolio Investor Insight, Borrower Insight, Shared Servicing, PNC Riverarch Capital, and PNC Erieview Capital are registered marks of The PNC Financial Services Group, Inc. ("PNC"). PNC Retirement Solutions is a service mark of PNC.

Bank deposit, treasury management and lending products and services, and investment and wealth management and fiduciary services, are provided by PNC Bank, National Association ("PNC Bank"), a wholly-owned subsidiary of PNC and Member FDIC. Certain fiduciary and agency services are provided by PNC Delaware Trust Company. Foreign exchange and derivative products (including commodity derivatives) are obligations of PNC Bank. Equipment financing and leasing products are provided by PNC Equipment Finance, LLC, a wholly-owned subsidiary of PNC Bank. Energy financing is provided by PNC Energy Capital LLC, a wholly-owned subsidiary of PNC Equipment Finance, LLC. Aircraft financing is provided by PNC Aviation Finance, a division of PNC Equipment Finance, LLC. Asset-based lending is provided by PNC Business Credit, a division of PNC Bank and PNC Financial Services UK Ltd. (an indirect wholly-owned subsidiary of PNC Bank) in the United Kingdom. Specialty finance products are provided by Steel City Capital Funding, a division of PNC Bank, Merchant services are provided by PNC Merchant Services Company, Direct equity investing and mezzanine financing are conducted by PNC Capital Finance, LLC through its PNC Riverarch Capital, PNC Mezzanine Capital and PNC Erieview Capital divisions. Investment banking and capital markets activities are conducted by PNC through its subsidiaries PNC Bank, PNC Capital Markets LLC, Harris Williams LLC, Harris Williams & Co Ltd. and Solebury Capital LLC. Services such as public finance investment banking services, securities underwriting, and securities sales and trading are provided by PNC Capital Markets LLC. Merger and acquisition advisory and related services are provided by Harris Williams LLC and Harris Williams & Co. Ltd. Equity capital markets advisory and related services are provided by Solebury Capital LLC. PNC Capital Markets LLC, Harris Williams LLC and Solebury Capital LLC are registered broker-dealers and members of FINRA and SIPC, and Harris Williams & Co. Ltd is authorized and regulated by Financial Services Authority (FRN No. 540892). Harris Williams & Co is the trade name under which Harris Williams LLC and Harris Williams & Co. Ltd. conduct business. Retail brokerage services and managed account advisory services are offered by PNC Investments LLC, a registered broker-dealer and a registered investment adviser and member of FINRA and SIPC. Annuities and other insurance products are offered through PNC Insurance Services, LLC. PNC Bank is not registered as a municipal advisor under the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act"). Investment management and related products and services provided to a "municipal entity" or "obligated person" regarding "proceeds of municipal securities" (as such terms are defined in the Act) will be provided by PNC Capital Advisors, LLC, a wholly-owned subsidiary of PNC Bank. PNC Bank and certain of its affiliates including PNC TC, LLC, an SEC registered investment advisor wholly-owned by PNC Bank, do business as PNC Real Estate. PNC Real Estate provides commercial real estate financing and related services. Through its Tax Credit Capital segment, PNC Real Estate provides lending services, equity investments and equity investment services relating to low income housing tax credit ("LIHTC") and preservation investments. PNC TC, LLC provides investment advisory services to funds sponsored by PNC Real Estate for LIHTC and preservation investments. Registration with the SEC does not imply a certain level of skill or training. This material does not constitute an offer to sell or a solicitation of an offer to buy any investment product. Risks of each fund are described in the funds' private placement memorandum or other offering documents.

Important Investor Information: Securities and insurance products are:
Not FDIC Insured • Not Bank Guaranteed • Not A Deposit
Not Insured By Any Federal Government Agency • May Lose Value

In Canada, PNC Bank Canada Branch, the Canadian branch of PNC Bank, provides bank deposit, treasury management, lending (including asset-based lending through its Business Credit division) and leasing and lending products and services (through its Equipment Finance division). Deposits with PNC Bank Canada Branch are not insured by the Canada Deposit Insurance Corporation. Deposits with PNC Bank Canada Branch are not insured by the Federal Deposit Insurance Corporation, nor are they guaranteed by the United States Government or any agency thereof. In the event of the failure of PNC Bank, deposits with PNC Bank Canada Branch would be treated as unsecured general liabilities, and creditors would be considered general creditors of PNC Bank.

Lending and leasing products and services, as well as certain other banking products and services, require credit approval.

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 does not provide investment advice to PNC Retirement Solutions and Vested Interest plan sponsors or participants.

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