

FIG International Payments Service

PNC's FIG International Payments Service is a platform that permits a customer to access certain foreign exchange services, and the terms and conditions for such FX transaction services are covered under other agreements. The FX transactions which may be accessible through the FIG International Payments platform include the ability to buy or sell designated currencies for designated value dates, or to initiate payment orders in designated currencies for designated value dates including spot, deliverable forwards and non-deliverable forwards. Currency options are not available through the platform.

The FIG International Payments platform provides customers the ability to lock in FX exchange rates for foreign Canadian Dollar (CAD) checks drawn on Canadian banks. After locking in the rate, customers must submit foreign CAD checks to PNC for clearing, and such clearing services are covered under other PNC service terms. The customer bears the risk of loss if an underlying check fails to clear. Accuracy of data entered into the platform is the customer's responsibility, meaning mismatches between submitted amounts and cleared amounts resulting in a loss must be funded by the customer. PNC is not responsible for items lost in shipment to PNC. PNC retains the right to reverse an FX transaction in its sole discretion if circumstances warrant, which may include failure to receive the check associated with the underlying FX transaction, incorrect currency (switch items) or any item unable to be cleared by PNC.

PNC Obligations:

- All FX transactions and payment orders are subject to the delivery of sufficient funds to PNC by the customer prior to the settlement of the FX transactions or payment orders. PNC, in PNC's sole discretion, may require prior approval of a credit facility to cover the total amount of the FX transactions or payment orders.
- PNC will provide documentation, electronically, to the customer showing the terms of customer-initiated FX transactions or payments orders and confirmations thereof.
- If the customer and PNC are parties to an International Swaps and Derivatives Association (ISDA) Master Agreement or any other similar agreement governing FX transactions, each FX transaction executed through this service will be subject to and governed by the applicable ISDA Master Agreement or other similar agreement, and such agreements will take precedence over these service terms if there is a conflict.

Customer Obligations:

- When the customer accepts an exchange rate, the purchase or sale transaction is deemed executed and is final and binding on the customer.
- This Service may be used to initiate payment orders that do not require the exchange of any currency. All payment orders must originate from an account maintained by the customer at PNC. At the time a payment order is submitted, the payment order is deemed executed and is final and binding on the customer.
- The customer must upload files of FX transactions or payment orders in a file format required or approved by PNC. All files uploaded after the designated cut-off time, as determined by PNC, will be processed on the next business day.
- Proper settlement instructions for all FX transactions and payment orders must be provided by the customer prior to the designated cutoff times. If proper instructions are not received by the designated cut-off times, PNC may attempt to settle the FX transaction or payment order, but PNC will have no liability to the customer or any other person for failure to do so.
- An FX transaction or payment order may not be cancelled through the Service. Any cancellation must be attempted by calling PNC immediately.
- The customer is responsible for maintaining and administering access for the customer's authorized users of this Service.