



Deutsche Bank Internet Banking Services Agreement for DB Private Wealth Online Plus

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Deutsche Bank Internet Banking Services Agreement for DB Private Wealth Online Plus

We at Deutsche Bank Trust Company Americas (“DBTCA” or the “Bank,” or “we” or “us”) are pleased that you have elected to use our Internet banking services, including any software, editorial content, computer code, graphics and information provided by the Bank or on behalf of the bank in connection with the services (together with any successor thereto or modification thereof, the “Internet Banking Services” or the “Services”) as described below. The Bank offers the Internet Banking Services through both the Bank’s website (including the website accessed via a mobile Internet browser) and the Bank Mobile Application (collectively the “Site”). The “Bank Mobile Application” is the mobile software application downloadable to your smart phone or similar device (“Mobile Device”) that you use to access the Internet Banking Services. Before you may enter our Site and utilize the Internet Banking Services, you must review and agree to the following terms and conditions.

This Internet Banking Services Agreement, including any amendments and addendums hereto (this “Agreement”), specifies the rights and obligations of you and the Bank with respect to the use of the Site and the Internet Banking Services, and is a legally binding agreement between the Bank and you concerning your use of the Site and the Internet Banking Services. In this Agreement, the words “you,” “your,” and other similar terms refer to each person that has selected a Private Wealth ID (as defined below), and assigned a User ID (as defined below) and Password (as defined below) to access the Site and use the Internet Banking Services, including any authorized user(s) of such Private Wealth ID, User ID and Password and any other person permitted by you to access the Site and the Internet Banking Services under the terms hereof by virtue of such person’s relationship with you (“Other Permitted Persons”). “Account” or “Accounts” refer to your deposit account(s) at DBTCA and Deutsche Bank AG New York Branch (“DBAG”) that you have designated for use with the Internet Banking Services, which are additionally subject to the DBTCA Deposit Account Terms and Conditions and the DBAG Terms and Conditions Statement (each an “Account Agreement”), respectively, governing such Accounts. Undertakings and obligations of the Bank or any of its affiliated companies (collectively, the Bank and its affiliated companies are referred to as the “Deutsche Bank Group” and individually as a “member of the Deutsche Bank Group”) hereunder shall be for the sole and exclusive benefit of customers of such member of the Deutsche Bank Group using the Site and the Internet Banking Services, and no other persons (including, without limitation, Other Permitted Persons) shall have any rights hereunder or otherwise by virtue of their use of the Internet Banking Services.

You represent and warrant to the Bank that you have the right and authority to request and receive information concerning all of the Accounts including any Accounts for which you are not the named account holder or beneficiary of record (the “Associated Accounts”). If you are not the named account holder or beneficiary of record, you represent and warrant to the Bank that you have the authority to act as agent and/or attorney on behalf of the named Account holder and the beneficiaries of all of the Associated Accounts for the purposes set out in this Agreement and in accordance with the terms of this Agreement. You agree that you will immediately notify us if your authority should change in such a way so that you are no longer empowered to make the authorizations set out above.

You understand and agree that by using the Site and the Internet Banking Services, you and each Other Permitted Person agree to be bound by the terms hereof, as amended from time to time in accordance with the terms hereof. You also understand and agree that your use of your User ID and Password will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

THIS AGREEMENT PERMITS US AND YOU TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW UNDER THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E OF THE CONSUMER FINANCIAL PROTECTION BUREAU.

Please carefully read this entire Agreement. By signing this Agreement, you consent to our electronic disclosures. By your consent you agree that we may provide you with all disclosures, notices and other communications (collectively, the "Documents") about the Site and the Internet Banking Services, including this Agreement and any future amendments thereto, in electronic form. You may download or print the Documents from your computer. At your request, we will provide you with a paper copy of any of the Documents without any fee. You have the right to withdraw this consent without any fee, but if you do, we will immediately terminate your participation in the Internet Banking Services. You have the right to obtain copies of any of the Documents we provided electronically, update your email address or withdraw your consent to our electronic disclosures by calling us at 1-866-362-4796, or write to us at Deutsche Bank Trust Company Americas, Banking Service Team, 1 Columbus Circle New York, NY 10019.

Your signing this Agreement constitutes your agreement with and acceptance of all of the terms and conditions contained in this Agreement and your agreement to be bound by said terms and conditions. If you do not agree with all of the terms and conditions in this Agreement, you will not be authorized to enter the Site or use the Internet Banking Services.

You agree to the following terms and conditions:

1. Internet Banking Services

A. Consumer Internet Banking Services for Accounts Maintained at DBTCA

If you are a consumer client of the Bank, the Internet Banking Services will allow you to:

- i. perform account balance and transaction inquiries on Demand Deposit Account (DDA), savings and money market Accounts. (Note: Balance amounts may not reflect recent transactions, and may include funds that are not subject to immediate withdrawal);
- ii. transfer funds between linked DDA and savings Accounts with DBTCA (the "Transfers"), subject to transfer and withdrawal restrictions set forth below and in the Account Agreement that governs such Account;
- iii. register for bill payment services to pay bills or make payments (the "Bill Payments") from your Account(s) to entities or persons in the United States (the "Bill Payment Service") via either ACH payments or checks;
- iv. Account Agreement;
- v. send email messages relating to technical support issues and inquiries concerning the Internet Banking Services;
- vi. view, print and download electronic Account statements by enrolling in the eStatement service (the "eStatement Service"), which may also cancel your paper statement;
- vii. view images of bill pay checks;
- viii. initiate ACH payments to business entities or persons in the United States; and
- ix. initiate wire transfers using the Fedwire system for U.S. Dollar domestic payments.

B. Business Internet Banking Services for Accounts Maintained at DBTCA

If you are a business client of the Bank, the Internet Banking Services will allow you to conduct those activities described above in connection with Accounts held by consumer clients, plus the following:

- i. make state and federal tax payments;
- ii. export Account transaction information to Intuit® QuickBooks; and
- iii. initiate foreign currency wire transfers and U.S. Dollar international wire transfers.

C. Internet Banking Services for Accounts maintained at DBAG

If you maintain an Account at DBAG, the Internet Banking Services will allow you to:

- i. perform account balance inquiries on CD's;
- ii. view, print and download electronic Account statements by enrolling in the eStatement Service, which may also cancel your paper statement; and
- iii. send email messages relating to technical support issues and inquiries concerning the Internet Banking Services.

Some portions of this Agreement apply only to consumer Internet Banking Services. If your Account is a business (non-consumer) Account or if you use an Internet Banking Service for a transaction not covered by the Electronic Fund Transfer Act and its implementing Regulation E, then some portions of this Agreement may not apply to you or to the transaction. These inapplicable portions are labeled below as "For consumers" or similarly designated as applicable only to consumer Internet Banking Services.

2. Use and Termination of Services

- A. The Bank agrees to provide you with access to the Site and the Internet Banking Services in accordance with the terms of this Agreement.
- B. You agree to use the Site and the Internet Banking Services in a manner consistent with any and all applicable laws, rules and regulations as well as the terms and conditions set forth in this Agreement, on the Site, and in documentation accompanying and/or contained within the Site and the Internet Banking Services or otherwise provided to you by us or on our behalf by third parties acting as our agent (each, a "Service Provider", or collectively, the "Service Providers").
- C. The Bank may terminate your access to and use of the Site and the Internet Banking Services at any time in the event you breach any of the provisions of this Agreement.
- D. To use the Internet Banking Services, you must have at least one deposit Account with the Bank, which may include the following types of Accounts: DDA, savings or money market. If you have designated a joint Account to be accessed through the Internet Banking Services, each joint owner will be jointly and severally liable under this Agreement. We may act upon the instructions of any joint owner concerning the Account without the consent of any other person.
- E. Accounts with access restrictions such as "two signatures required" should not be accessed through the Internet Banking Services and you agree not to do so. Nevertheless, if you do, you agree that we may process the transaction without regard to the restriction. That is, you understand that access to the linked Accounts, including the ability to initiate payments, will occur without regard to any withdrawal restrictions otherwise applicable to the Accounts. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your Accounts do not apply to transactions using the Internet Banking Services.

- F. You agree to provide us with any additional documentation we may require to permit access to your Account. If you apply for a service through the Internet Banking Services, or ask to change an Account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for the Bill Payment Services, you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that we determine appropriate.
- G. You will be responsible for acquiring, maintaining and operating any hardware, systems, software and telecommunications connections located at your premises and a connection to the Internet. The Internet Banking Services require no software installation, but minimum systems requirements do apply. The Internet Banking Services can be accessed through an Internet Service Provider (ISP) and an Internet browser. Please contact the Banking Service Team for a list of supported browsers and operating systems.
- H. The Site and the Internet Banking Services may be inaccessible from time to time for business or technical or maintenance reasons. The Bank and its Service Providers will not be responsible for any losses or inconvenience caused by such unavailability periods. Should the Site or the Internet Banking Services be inaccessible, all banking transactions will be conducted according to traditional branch level limits and account authorities.
- I. Service Termination, Cancellation or Suspension
- i. In the event you wish to cancel the Internet Banking Services, you may contact customer service via one of the following:
 - a. Telephone us at 1-866-362-4796 during customer service hours; and/or
 - b. Write us at: Deutsche Bank, Banking Service Team, 1 Columbus Circle New York, NY 10019, or contact your relationship manager.
 - ii. Any payment(s) or transfer(s) the Bank has already processed before the requested cancellation date will be completed by the Bank. All Scheduled Payments (as defined below) including recurring payments will not be processed once the Internet Banking Services are cancelled.
 - iii. The Bank may, without liability or prejudice, temporarily suspend or permanently terminate any or all aspects of the Internet Banking Services without notice. Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination.
 - iv. Please note that your access may be disabled at the discretion of the Bank if there is an extended period of inactivity, and reenrollment will be necessary to obtain a new user profile.
 - v. If you have enrolled in the eStatement Service and, pursuant to this Section, Internet Banking Services are cancelled, terminated or suspended, Account statements in paper form shall be provided to you.
 - vi. The Bank may require you to use additional authentication or other mechanisms to process certain transactions.
- J. Applicability to Account(s) Maintained at DBAG. You agree that the terms and conditions set forth in this Agreement will also apply to your use of the Site and the Internet Banking Services to engage in transactions and access information regarding the Account(s) you maintain at DBAG.

3. Passwords, Authentication and Security

- A. When you enroll in the Internet Banking Services, you will complete an application (the "Private Wealth Online Plus Account Opening Application") and select an identification (the "Private Wealth ID"). The Private Wealth ID is an alphanumeric code that you (and any users you grant access to the Internet Banking Services) will need to log in to the Services. The Bank will assign you a user identification (the "User ID") for the primary user and an initial password ("Password") for the primary user. The primary user must change the Password when logging in for the first time. The primary user may use the Internet Banking Service to add users. The Private Wealth ID, User ID and Password must be entered to access your Account(s), pay bills or perform other banking transactions using

the Internet Banking Services. You are responsible for maintaining the confidentiality of your Private Wealth ID, User ID and Password. You recognize that anyone with knowledge of your Private Wealth ID, User ID and Password will be able to access your Accounts and initiate transactions. You may change your Password at any time, but not more than once per day.

- B. Use of the Internet Banking Services relies on advanced authentication for increased security. An additional authentication step may be required at times and you and any Other Permitted Persons you have authorized to use the Internet Banking Services may be prompted to enter a one-time security code based on the telephone numbers the Bank has in its records. You are responsible for providing accurate telephone numbers for you and your Other Permitted Persons to the Bank.
- C. You agree that we may send notices and other communications, including Private Wealth ID, User ID and Password to the current address and/or email address that you have provided us for our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:
- i. keep your Private Wealth ID, User ID and Password secure and strictly confidential;
 - ii. immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person; and
 - iii. the Bank shall treat all statements and instructions issued using the Private Wealth ID, User ID and Password as having been issued by you, and that the Bank and its Service Providers shall act in reliance upon such statements and instructions.

The Bank and its Service Providers will have no liability to you for any unauthorized payment or transfer made using your Private Wealth ID, User ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your Private Wealth ID, User ID and Password even without receiving such notice from you, if we suspect your Private Wealth ID, User ID and Password are being used in an unauthorized or fraudulent manner.

- D. For your protection, we recommend you memorize your Private Wealth ID, User ID and Password and do not write them down. For added security, you should change your Password periodically. A properly constructed Password affords you a greater degree of assurance. A Password is more secure if:
- i. it contains more characters;
 - ii. if those characters are both alpha and numeric characters; and
 - iii. if it consists of both upper and lower case.

If your Password is entered incorrectly on 3 consecutive access attempts, your access to the Internet Banking Services will be blocked. If this occurs, please call Customer Support at 1-866-362-4796 to have your Password reset. If you believe that your Private Wealth ID, User ID or Password have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, notify us immediately by calling the number above.

- E. In addition to your Private Wealth ID, User ID and Password, we may require you to enter an additional security code, which may include numbers and other entry codes (each, a "Security Code", collectively, the "Security Codes") to access the Internet Banking Services or to approve certain transactions like wire transfers and ACH payments or collections. We provide Security Codes using two authentication methods: out of band authentication and/or token device. Out-of-band authentication uses the telephone to obtain a one-time passcode to confirm authentication. One time passcodes can be received via voice interaction or SMS Text. Using the token authentication method, the user will be prompted to enter an alpha numeric PIN in combination with a code that is generated every 20 to 30 seconds on a hand held token device. Token devices are provided by the Bank and linked to specific User IDs.

- F. You agree not to share the User ID, Password or token device with anyone. You will establish procedures to protect the confidentiality of all information relating to the Internet Banking Services, including each User ID and Password.
- G. If you are a business client, we may require you to designate one or more persons as an administrator (each, an "Administrator") for purposes of the Internet Banking Services. The Administrator may use the Internet Banking Services and may designate Other Permitted Persons who may also use the Internet Banking Services. You acknowledge that we will not control (and may not even be aware of) changes in the Administrator or Other Permitted Persons. The Administrator shall issue the passwords and/or security codes that will allow Administrators and Other Permitted Persons to access the Internet Banking Services; we do not control or oversee these Administrator functions. You, through your Administrator, will need to designate which Accounts may be utilized for which Internet Banking Services. The Administrators may determine Other Permitted Person access levels by specifying which Internet Banking Services may be accessed. You are encouraged to use this access restriction capability to help reduce losses or damages that may arise out of improper or unauthorized use of an Internet Banking Service by an Other Permitted Person. You agree that each Administrator and each Other Permitted Person are appointed as agents of yours, authorized to use the Internet Banking Services individually or together, including sending Payment Orders (as defined in Section 6(A)(v)) to us in your name. You agree that you will be bound by any use of the Internet Banking Services or Payment Orders we receive in your name from any Administrator or Other Permitted Person.
- H. We may deny access to the Internet Banking Services without prior notice if we are unable to confirm any person's authority to access the Internet Banking Services or if we believe such action is necessary for security reasons.
- I. You acknowledge that accessing the Site and using Internet Banking Services from public networks and locations (for example, hotel business centers and internet cafes) and from locations outside the United States may pose increased risks of loss or theft of your Private Wealth ID, User ID, Password and unauthorized access to your Account(s). You agree that you accept such increased risks if you access the Site or use the Internet Banking Services from any such location.
- J. By using the Internet Banking Services, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so. You agree to be bound by instructions, whether authorized or unauthorized, which we receive and implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
- K. Based on your use of the Internet Banking Services, the Bank may, at our sole discretion, provide you with and require you to use an additional method of authentication like "RSA SecurID" for Internet Banking Services and to sign an RSA addendum to this Agreement setting forth the terms and conditions of your use of such RSA SecurID.

4. Internet Banking Services Fees

- A. You agree to pay any and all fees associated with the Internet Banking Services, if any, and in the Account Agreement. Such amounts do not include, and you agree to be responsible for, any sales, excise, use, value added, utility or other similar taxes relating to such Internet Banking Services. We reserve the right to change or add fees for Internet Banking Services at any time. Advance notice of new fees or fees changes will be provided if required by law.

- B. You are solely responsible for any telecommunications charges and any other charges imposed by your telephone and/or Internet access provider that you incur in accessing the Site or Internet Banking Services and any charges that would, in the absence of this Agreement, apply to your Accounts or any other relationship with or services provided to you by the Bank or any other member of the Deutsche Bank Group. You are solely responsible for the costs associated with acquiring, maintaining and operating the computer equipment located at your premises and a connection to the Internet, and otherwise meeting the minimum systems requirements set forth in this Agreement.
- C. Any applicable fees will be charged regardless of whether the Internet Banking Services were used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated billing Account (or any other account of yours at the Bank) for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your Accounts as set forth in the Account Agreement will continue to apply.

5. Business Days and Hours

A. Business Days

For purposes of this Agreement, our business days are Monday through Friday (each, a "Banking Day"). Weekends, holidays and other days for which banks are authorized to be closed in New York City are not included. However, you can access the Internet Banking Services 24 hours a day, seven days a week, except during any time where the Site is inaccessible.

B. Business Hours

For purposes of this Agreement, our business hours are 9:00 a.m. to 4:00 p.m. Eastern Time Monday through Friday (not including federal and New York State bank holidays). For the avoidance of doubt, all times are local times of the Bank.

C. Customer Support Hours of Operation

An agent will be available to assist you twenty-four (24) hours a day, seven (7) days a week through a toll-free telephone line for contacting such service group (excluding Christmas Day, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day and Thanksgiving Day, when the Call Center will close as of 11:00 p.m. Eastern Time the day before the holiday and reopen on 11:00 p.m. Eastern Time on the day of the holiday). Bill payment transactions will be processed by the Bank only on Business Days.

6. Liability

A. Liability for Unauthorized Use.

- i. Call us AT ONCE at 1-866-362-4796 if you believe that someone has transferred or may transfer money from your Account without your permission or if you believe your Private Wealth ID, User ID or Password has been compromised. You can notify the Bank by telephone at the number above, or by calling your Private Banker or in writing at the following address: Deutsche Bank Trust Company of Americas, Branch Operations, 1 Columbus Circle New York, NY 10019. Telephoning immediately is the best way of keeping your possible losses down. You could lose all the money in your Account(s).
- ii. For consumers: If you notify us within two Business Days after you learn of the loss or theft of your Private Wealth ID, User ID or Password, you can lose no more than \$50.00 if someone used your Private Wealth ID, User ID or Password without your permission or otherwise made an unauthorized electronic funds transfer from your Account. If you do not tell us within two Business Days after you learn of the loss or theft of your Private Wealth ID, User ID or Password

and we can show that, had you told the Bank, it could have stopped someone from using the Private Wealth ID, User ID or Password without your permission or making other unauthorized electronic transfers from your Account, you could lose as much as \$500.00.

- iii. For consumers: If your statement shows transfers that you did not make, tell us at once. You must notify the Bank within sixty (60) days after the statement was made available to you. You may not get back the money lost due to unauthorized transfers after those sixty (60) days if the Bank can show that your providing notice within those sixty (60) days could have prevented the loss. If a good reason (such as a long trip or hospital stay) kept you from telling the Bank, we will extend the time periods.
- iv. Except as otherwise set forth in this Agreement, we will not be liable or have any responsibility of any kind for any loss or damage incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the Internet Banking Services.
- v. Unless otherwise required by applicable law, with your agreement we may use a Security Code as a security procedure to prevent unauthorized funds transfers or other payments (requests for funds transfers, ACH entries, transfers between accounts, bill payment, other payment orders or other communications will be referred to as "Payment Orders" and each of which as a "Payment Order"). You acknowledge that you have been offered alternative security procedures and have chosen the Internet Banking Services and these procedures after consideration of the risks of loss faced by you due to the possibility of an unauthorized transaction occurring. We may process any Payment Order we receive in your name and you will be responsible for it if it was initiated using one of your Security Codes. If a Payment Order issued to us in your name as sender is verified as authentic using the Security Codes the Payment Order will be effective as your Payment Order whether or not authorized. This means that you will be deemed to have given the Payment Order, and you will be obligated on it (including to pay us the amount), even if it was not authorized by you. Each time you send a Payment Order through the Internet Banking Services, you warrant that the Security Code is a commercially reasonable method to detect an unauthorized transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). If at any time the Security Code ceases to be a commercially reasonable method to detect unauthorized transactions (such as by a change in your usage patterns or other circumstances), you agree to inform us immediately.
- vi. This paragraph shall apply instead of paragraph 6(A)(v) above when you use the Bank Mobile Application to access the Internet Banking Services. For the Internet Banking Services accessed via the Bank Mobile Application, with your agreement we may use your Private Wealth ID, User ID and Password as a security procedure to prevent unauthorized Payment Orders. You acknowledge that you have been offered alternative security procedures and have chosen the Internet Banking Services with access via the Bank Mobile Application and these procedures after consideration of the risks of loss faced by you due to the possibility of an unauthorized transaction occurring. We may process any Payment Order we receive in your name and you will be responsible for it if it was initiated using your Private Wealth ID, User ID and Password. If a Payment Order issued to us in your name as sender is verified as authentic using your Private Wealth ID, User ID and Password the Payment Order will be effective as your Payment Order whether or not authorized. This means that you will be deemed to have given the Payment Order, and you will be obligated on it (including to pay us the amount), even if it was not authorized by you. Each time you send a Payment Order through the Internet Banking Services accessed via the Bank Mobile Application, you warrant that using your Private Wealth ID, User ID and Password is a commercially reasonable method to detect an unauthorized transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). If at any time use of your Private Wealth ID, User ID and Password ceases to be a commercially reasonable method to detect unauthorized transactions (such as by a change in your usage patterns or other circumstances), you agree to inform us immediately.
- vii. Except as described and set forth in this Agreement or as otherwise required by applicable law, you agree that you are responsible for and bound by any Payment Order that is received by us in your name if it was authorized by you, whether or not we used the security procedures to verify authenticity or could have prevented a loss to you by using the security procedures to verify the authenticity of the Payment Order. You agree that we will not be responsible for verifying

whether a Payment Order or other communication is originated by an authorized person other than through the verification process contained in these security procedures. Thus, when an employee is added or deleted as an authorized person on the system, the Bank will treat that person as "authorized" if the security procedures are followed, without verifying that employee with you or otherwise investigating whether the employee is exercising authority granted by you or consistent with any internal limitations on activity established by you for that employee. Among other things, this means that you will be solely liable for any losses or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former authorized agents (including instances where an authorized agent acted to your detriment).

- viii. You are responsible for controlling access to the Internet Banking Services and for any limitations placed by you on the Internet Banking Services that an authorized person may utilize. The fact that we are, or may be aware of, or could have discovered, any limitation on access to an Internet Banking Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that each authorized person may utilize the Internet Banking Services without regard to any restrictions otherwise applicable to an Account.

B. Limitation on Liability

- i. For consumers: If we do not complete an electronic funds transfer (as defined in the Electronic Funds Transfer Act and Regulation E of the Consumer Financial Protection Bureau) to or from your Account on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for losses or damages proximately caused by us. Notwithstanding the foregoing, we will not be liable for losses or damages that are caused by an event described in Section 6(B)(ii).
- ii. You agree that, except to the extent provided by applicable law and consistent with Section 6(B)(i), the Bank, other members of the Deutsche Bank Group, its and their Service Providers, and its and their respective officers, directors, employees, and agents, shall not be liable for any losses, damages, liabilities or costs suffered or incurred by you (whether you are a consumer or business client) if:
 - a. through no fault of ours, you do not have sufficient funds in your Account to complete a transaction or if your funds are subject to legal process or other legal encumbrance;
 - b. the requested transaction would exceed the credit limit on your overdraft line, if any;
 - c. you fail to maintain minimum system requirements;
 - d. the Internet connectivity or the system was not working properly and you knew about the breakdown when you started the electronic funds transfer;
 - e. circumstances beyond our control, including but not limited to acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, acts of war or terrorism, acts or failures to act of any government or regulatory body (whether civil or military, domestic or foreign), limitations of law, governmental regulations superimposed after the fact, computer or other electronic or mechanical equipment failure, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing prevented the proper execution of a transaction, despite reasonable precautions that we have taken;
 - f. the Biller (defined below) misapplies, mishandles or delays a payment sent by the Bank;
 - g. you have not provided us with the complete and correct Payment Account (as defined below) or Biller information, or the correct names or account information for those person or entities to whom you wish to direct a payment or electronic funds transfer;
 - h. a court order or legal process prevents us from making an electronic funds transfer;
 - i. your payment instructions are not given to us sufficiently in advance to allow for timely payment;
 - j. we have reason to believe a transaction has not been properly authorized;
 - k. the losses result from a computer virus or related problem;
 - l. if you are a consumer client, you have attempted to transfer funds to a party outside of the United States;
 - m. you have not properly followed Internet Banking Services instructions on how to make an electronic funds transfer;

- n. you have initiated a transaction in violation of the terms of this Agreement;
- o. the billing center option of the Internet Banking Services is not working properly and you know or have been advised by us about the malfunction before you execute the transaction; or
- p. you or we have terminated this Agreement.

There may be other exceptions stated in this Agreement.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK AND OTHER MEMBERS OF THE DEUTSCHE BANK GROUP, ITS AND THEIR SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM, AND SHALL NOT UNDER ANY CIRCUMSTANCES INCUR ANY LIABILITY (WHETHER UNDER FEDERAL OR STATE LAW OR IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER FORESEEABLE OR NOT) FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY RELATED TO ACCESS TO OR USE OF THE SITE OR THE INTERNET BANKING SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES RELATING TO LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, WORM, TROJAN HORSE PROGRAM OR DISABLING CODE (REGARDLESS OF THEIR SOURCE), LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME THE RISK IN USING THE SITE AND THE INTERNET BANKING SERVICES AS WELL AS TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY UNDER THIS AGREEMENT, WHETHER OR NOT THE CLAIM IS IN CONTRACT OR TORT, SHALL NOT EXCEED AN AMOUNT OF THE FEES YOU INCURRED FOR INTERNET BANKING SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED BREACH OF THIS AGREEMENT.

D. Except to the extent provided by applicable law, as a condition precedent to any liability, you must notify us in writing of any alleged breach of this Agreement as promptly as reasonably possible, but in no event later than five (5) Business Days following the day on which such alleged breach was, or could reasonably have been, discovered by you.

7. Confidentiality and Data Protection

A. It is our general policy to treat your Account information as confidential. The Bank will take reasonable measures to prevent the dissemination of information furnished to you through the Internet Banking Services concerning your Accounts, but has no means of controlling communication by means of the Internet or any other telecommunications service you may use to access the Services and cannot guarantee that such information will not be intercepted.

The Bank and its Service Providers may collect, process, and transmit data obtained from and about you in the course of your accessing and using the Internet Banking Services. You agree that any information on the Bank's records may be disclosed to our Service Providers and to third parties as designated by you in compliance with our procedures, your Account Agreement, or as required or permitted by law or regulation, including without limitation:

- i. where it is necessary for completing transfers or other transactions or to send notice of dishonor or nonpayment;
- ii. where it is necessary for activating or providing additional services requested by you;
- iii. when it is necessary, in the normal course of business, to verify the existence and condition of your Account for a third party, such as a credit bureau, merchant or financial institution;
- iv. in order to comply with a governmental agency or court orders or to otherwise furnish information required by law;

- v. if you give us your permission;
 - vi. to advise third parties of accounts closed for misuse; or
 - vii. when necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.
- B. The Bank and its Service Providers may collect aggregated data for statistical and quality assurance purposes and you hereby consent to the collection and use of such aggregate data.
- C. You acknowledge and agree that the operation of the Internet Banking Services may require the transfer of personal data concerning you to and between countries some of which may not have the same legal protections regarding bank customer information as the United States. It may be that, in various jurisdictions, including your home jurisdiction and the jurisdictions where Service Providers are located, the presence of account information on your PC or on "servers" located in such jurisdictions will give the governmental authorities and courts therein greater legal or practical ability to obtain such information. You agree that the Bank shall not be responsible for any consequences of the foregoing.
- D. For more information regarding our privacy policy and practices, you can review our Privacy Statement, which has been provided to you, or you can also view the Privacy Statement at our website, <http://deutschewealth.com/privacy-policy.html>. If you are a consumer, you will also receive a copy of our annual Privacy Notice.

8. Payment and Transfer Limitations

- A. We may place (and adjust) daily dollar limits on the amount that may be transferred at any time via ACH, wire transfers and bill payments, and from time to time, for any reason or for no reason. We will inform you of such limits. Except as otherwise imposed by law, we will have no liability for refusal to process a payment or transfer that exceeds such daily dollar limits.
- B. The Internet Banking Services may not be used in violation of and must comply with the laws of, the United States, including economic sanctions laws administered by the Office of Foreign Asset Controls.
- C. You agree that we may seek to recover any payment originated in error or made by you in violation of any provision of this Agreement or otherwise to prevent loss to us. You agree to assist us in loss mitigation efforts, including authorizing ACH debit or other reversing entries or instructions in your name.
- D. A Payment Order or request for other transaction is deemed to be received by us only when actually received by us and in the form or context specified by us. You agree that we have a reasonable time to react to Payment Orders and other requests. We may acknowledge it by email or online by means of a summary message log, depending on the particular Internet Banking Service. Unless you promptly notify us of a problem with a Payment Order or any transaction confirmation, you will be deemed to have approved the accuracy and completeness of the information contained in the confirmation.

9. Bill Payment Services

A. Definitions

- i. "Biller" is the person or business entity in the United States to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills.
- ii. "Billing Account" is the DDA account from which all Bill Payment Service fees will be automatically debited.
- iii. "Deliver By Date" is the day you want your Biller to receive your Bill Payment (unless the Scheduled Payment Date falls on a non-business day in which case it will be considered to be the previous business day).

- iv. "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not and does not include any late date or grace period.
- v. "Payment Account" is the DDA account from which Bill Payments will be debited.
- vi. "Payment Instruction" is the information provided by you to the Bill Payment Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number and Deliver By Date).
- vii. "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

B. Bill Payment Scheduling

- i. "Provided that you have sufficient funds in your Account, bill payments scheduled using the Internet Banking Services will always be electronically deducted from your DDA account the Business Day that you schedule the payment to be sent. The payee may receive a paper check or an electronic payment. The method used is determined by the bill payment processor. When you enter a date you want the payment to be sent a "Deliver by Date" will be reflect on the Bill Payment screen for each payment.
- ii. When you attempt to schedule a payment, to assure timely payment and obtain the full benefit of the Service Guarantee, you must schedule payments and your Account must be in good standing at least five (5) Business Days before the payment due date. If you do not, or if for any reason your Account is not in good standing, you will be fully responsible for all late fees, finance charges or other action taken by the Biller.
- iii. You may schedule payments up to 364 days in the future.
- iv. You may schedule payments to occur on a regular basis: weekly, bi-weekly, monthly, bi-monthly, semi-monthly, quarterly, semi-annually or annually.

C. The Service Guarantee

Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your Account. We will reimburse you for any late payment related charges you incur up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines above under "Bill Payment Scheduling."

D. Payment Authorization and Payment Remittance

- i. By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives. When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service. We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the circumstances described in Section 6 above.
- ii. Provided none of the exceptions identified in Section 6 above are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Biller who does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

E. Payment Methods

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, electronic payment via ACH or check payment.

F. Payment Inquiries

The current status of all Bill Payments may be viewed using the Bill Payment Service. This includes scheduled payments, in-process and processed payments. Processed payment inquiries may also be sent via the Bill Payment Service to the Banking Service Team using the "Contact Us" link on the Customer Support page or by phone at 1-866-362-4796.

G. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the online directions within the Bill Payment Service application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted if applicable or allowed by contacting the Banking Service Team at 1-866-362-4796.

H. Bill Payment Services Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Also, we may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Banking Service Team at 1-866-362-4796. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within ten (10) days. The charge for each stop payment request is set forth in the fee schedule to the Account Agreement, as amended from time to time. The charge will not be assessed if the payment is stopped due to an error by the Bank or its Service Provider, the payment was not posted by the Biller even though you correctly submitted the Biller address or if the check was lost in the mail.

From time to time, the Internet Banking Service may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions. The Cutoff time for us to receive a stop-payment request is set forth in the Account Agreement. You agree that we will have a reasonable period of time following receipt of a stop payment request to act on it.

I. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

J. Consumer Client Government Payments

For consumers: You agree not to use the Bill Payment Service to make state or federal tax payments and court ordered payments (Government Payments). In no event shall we be liable for any claims or damages resulting from your scheduling of Government Payments. The Service Guarantee as it applies to any late payment related changes is void when Government Payments are scheduled and/or processed by the Bill Payment Service. We shall have no obligation to research or resolve any claim resulting from a Government Payment. All research and resolution for any misapplied, misposted or misdirected Government Payments will be the sole responsibility of you and not of us.

K. Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Bank will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or a Government Payment under this Agreement.

L. Returned Payments

You understand that Billers, the United States Postal Service, or others involved in the handling of payments may return payments to the Bill Payment Service for various reasons such as, but not limited to:

- i. Biller's forwarding address expired;
- ii. Biller account number is not valid;
- iii. Biller is unable to locate account; or
- iv. Biller account is paid in full.

The Bank will use reasonable efforts to research and correct the returned payment and return it to your Biller, but may not be able to do so or may be able to do so only after delay. You agree that we are not responsible for losses or damages you may suffer as a result. We may at our option at any time simply void the payment and credit your Payment Account, either with or without efforts to correct payment information. We may, but are not required to, notify you in the event a payment has been voided.

M. Information Authorization

Your enrollment in Bill Payment Services may not be accomplished or may be rejected for any reason, including if we cannot verify your identity or other necessary information. Through your enrollment in Bill Payment Services, you agree that the Bank reserves the right to request a review of your credit rating through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your Account from a Biller or another financial institution (for example, to resolve payment posting problems or for verification). You agree to assist us as we may request in these matters.

10. ACH Services

To enable you to provide instructions to the Bank, so that the Bank may utilize the ACH network to originate entries charged and/or credited to the Account(s), you and the Bank hereby agree as follows:

A. ACH Instructions

- i. The Bank will perform its standard validation tests upon receipt of ACH-related instructions pertaining to the Account(s) ("ACH Instructions"), all of which shall conform to the then current ACH operating regulations and processing formats of the Bank, and submit those ACH Instructions that pass such validation tests to the ACH for execution.
- ii. The Bank's deadline for receipt of ACH Instructions each Business Day, which is necessary to conform with the deadlines for processing ACH Instructions on the date of receipt as prescribed by such operating regulations, is set forth in Section 24 below.

B. Processing ACH Instructions; Security Procedure

- i. The authenticity of all ACH Instructions is subject to verification by the Bank pursuant to the security procedure set forth in Section 3 above. You represent that ACH Instructions have been duly authorized by you, and that all information contained in the ACH Instructions is correct and complete. You shall comply with the requirements of the security procedure set forth in Section 3 above with respect to ACH Instructions transmitted by you to the Bank. You understand and agree

that the purpose of such security procedure is intended to determine whether the communications purportedly issued by you and received by the Bank are authorized, but is not intended to detect any errors contained in such communications. No security procedure for the detection of any such error has been agreed upon between you and the Bank. When the Bank acts in accordance with the security procedure in processing an ACH Instruction, such ACH Instruction will be effective as if authorized by you, even though such ACH Instruction has not been authorized by you and you agree to pay the amount of such ACH Instruction, and to hold the Bank harmless and otherwise waive any and all claims against the Bank with respect to any such ACH Instruction.

- ii. Requests for cancellation, reversal or return of ACH Instructions shall be made by fax or email, and shall be subject to the time limits set forth in Section 24 below.
- iii. You acknowledge that the Bank has made available information with respect to the operation and risks associated with the security procedure set forth in Section 3 above. You hereby represent and warrant to the Bank that after careful review of the history of your transactions and your anticipated transactions, you are satisfied that the security procedure is appropriate for your needs and that such security procedure is reasonable under your circumstances.

C. Payment and Credit With Respect to ACH Instructions

The Bank will:

- i. credit the Account(s) with the total amount of each batch of debit Entries (as defined below) resulting from ACH Instructions and
- ii. debit the Account(s) with the total amount of each batch of credit Entries resulting from ACH Instructions.

The Bank reserves the right to charge all such credits and debits to the Account(s) either

- i. as of the date the Bank's Federal Reserve account is credited and/or debited under the ACH operating regulations (the "Settlement Date") or
- ii. with respect to credit Entries resulting from ACH Instructions, up to two Business Days before the Settlement Date.

You agree that the Account(s) will be fully funded in available funds to cover all charges made to the Account(s) at such time as the Bank charges the Account(s) in accordance with the previous sentence. As used herein, "Entry" or "Entries" means an electronic item(s) representing the transfer of funds in the ACH that originates from one or more ACH Instructions.

D. Execution of ACH Instructions; Limitation of Liability

A Receiving Depository Financial Institution (RDFI) is the institution that receives Entries from the ACH operator and posts them to the accounts of its depositors (Receivers). Subject to:

- i. applicable U.S. laws and regulations;
- ii. the terms of this Agreement, including this Section 10;
- iii. the terms and conditions of the Account Agreement; and
- iv. availability of funds in the Account(s)

The Bank agrees to execute all ACH Instructions; provided, however that the Bank may refrain from executing any ACH Instruction if the Bank believes that such ACH Instruction may not have been authorized by you. Acceptance of an ACH Instruction shall not be deemed to be a waiver by the Bank of any of the conditions or reservations referred to in the preceding sentence. You agree that, except to the extent provided by applicable law and consistent with Section 6(B)(i) above, the Bank, other members of the Deutsche Bank Group, their Service Providers and their respective officers, directors, employees and agents, shall not be liable for any losses, damages, liabilities or costs suffered or incurred by you or any third party as a result of:

- i. the Bank's executing ACH Instructions;
- ii. the improper execution, delayed execution or non-execution of any ACH Instruction because of unclear instructions, legal restrictions, governmental interference, failure of communications media, the insolvency of any ACH or other party to a transaction covered by this Section 10;
- iii. your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any ACH Instruction received from you);
- iv. the acts or omissions of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI);
- v. any other events or circumstances beyond the Bank's control, including but not limited to acts of God, acts of war, acts of terrorism, natural or man-made disaster, machine or computer breakdown; or
- vi. any other acts or omissions of the Bank (or of any of its agents or correspondents) relating to this Section 10 or the transactions or activities contemplated hereby except to the extent, if any, that such other acts or omissions constitute gross negligence or willful misconduct by the Bank.

E. Reliance on Account Number

You acknowledge and agree that, if an ACH Instruction describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us ACH Instruction) on the basis of the account number supplied by you, even if the ACH Instruction identifies a person different from the named Receiver, and that your obligation to pay the amount of the ACH Instruction to the Bank is not excused in such circumstances.

F. Examination of Advices and Statements

The Bank will send you a periodic statement or advice showing ACH-related debits and credits to your Account(s). If you have enrolled in the eStatement Service, you will receive such statements electronically in accordance with the terms and conditions set forth in Section 19 below unless subject to Regulation E. You agree to exercise ordinary care to determine whether you believe that a statement contains an ACH-related error, and you agree to notify the Bank of such error within 30 days after the Bank provides you with or otherwise makes available to you information sufficient to identify the transaction relating to the deemed error. Unless subject to Regulation E, you agree that:

- i. if you fail to make such notification within such thirty (30) day period, the Bank will not be liable for any other losses resulting from your failure to give such notice or any loss of interest or any interest equivalent with respect to an ACH Instruction reflected on such periodic statement; and
- ii. your right to assert a claim against the Bank with respect to any transaction reasonably identified in a statement, advice or other information provided or made available to you by the Bank shall expire within thirty (30) days of the date that such statement, advice or other information was first provided or otherwise made available to you.

G. Certain Representations and Warranties; Indemnity

With respect to each and every ACH Instruction, you represent and warrant to the Bank and agree that:

- i. each person shown as the Receiver on an ACH Instruction received by Bank from you has authorized the initiation of such ACH Instruction and the crediting or debiting of its account in the amount and on the effective entry date shown on such ACH Instruction;
- ii. such authorization is operative at the time of transmittal, crediting and/or debiting by the Bank as provided herein;
- iii. you shall perform your obligations under this Agreement, including this Section 10 in accordance with all applicable laws and regulations, including, without limitation, the sanctions laws administered by the Office of Foreign Assets Control; and

- iv. you shall be bound by and comply with all rules of the applicable clearinghouse, as in effect from time to time, including but not limited to the provision making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.

You specifically acknowledge that you have received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and that you shall not be deemed to have paid the Receiver the amount of the corresponding Entry. Consistent with Section 22 below, you agree to indemnify, defend and hold the Bank, other members of the Deutsche Bank Group, their Service Providers and their respective officers, directors, employees and agents, harmless from and against any loss, liability, damage, cost or expense (including attorneys' fees and expenses), suit or other action or proceeding, or claim resulting from or arising out of any breach by you of this Section 10, or the Bank's having executed any ACH Instructions or otherwise having performed any of its obligations hereunder, except to the extent of the Bank's gross negligence or willful misconduct. Any overdraft arising in the Account(s) shall become subject, at the Bank's sole option, to a lien and subject to be set off against the balance of any of your other accounts with the Bank.

H. Additional Provision Governing ACH Transactions.

You agree that:

- i. you shall be bound by the NACHA Rules and shall comply with all provisions of the NACHA Rules applicable to you as the Originator (as that term is defined under the NACHA Rules) of the ACH transactions;
- ii. bank shall have the right to audit your facilities and books and records in order to validate your compliance with this Agreement and the NACHA Rules; and
- iii. bank may terminate, or suspend its performance under, this Agreement immediately upon written notice to you, if Bank determines that you have violated or are in violation of the NACHA Rules.

11. Certain Terms Applicable to Service Text Messages

- A. In connection with your access to the Internet Banking Services, the Bank may from time to time send you text messages to your Mobile Device. The terms in this section apply to such text messages.
- B. Your wireless carrier's standard messaging and data rates apply to SMS correspondence, including without limitation, your entry or submission message and our confirmation message. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services. The Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.
- C. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
- D. The Bank will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow (i.e., by clicking on the "Send Text Message" button). If you do not agree, click on the "Cancel" button.
- E. The Bank will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

- F. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. The Bank may use this information to contact you and to provide the services you request from us, to operate, develop, and improve the service, and as otherwise permitted under the Agreement. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. The Bank will only use the information you provide to the service to transmit your text message or as otherwise described in this Agreement. Nonetheless, the Bank reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide the Bank information in connection with the SMS service, you agree to provide accurate, complete, and true information.
- G. The SMS service as well as the content and materials received through the SMS service are proprietary to the Bank and its licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the SMS service or its functionality.
- H. If you have any questions, contact the Bank's customer service telephone line. You can also text the word HELP to 63018 to get additional information about the SMS service. If you receive a message from the Bank unexpectedly, you can text the word STOP to 63018. The Bank does not charge for help or info messages; however, your normal carrier rates apply.

12. Failed or Returned Transactions

In using some of the Internet Banking Services, you are requesting the Bank to make payments for you from your Account(s). If we are unable to complete the transaction for any reason associated with your Account(s) (for example, there are insufficient funds in your Account(s) to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from us. In the case of a failed or returned transaction, you agree that:

- A. you will reimburse us immediately upon demand the transaction amount that has been returned to the Bank;
- B. for any amount not reimbursed to the Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- C. you will reimburse the Bank for any fees imposed by a financial institution as a result of the return;
- D. you will assist the Bank in connection with any efforts by the Bank to recover any funds that have been sent;
- E. you will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you;
- F. the Bank is authorized to report the facts concerning the return to any credit reporting agency; and
- G. a block will automatically be placed on all Accounts that have an ACH debit transaction returned to us. No additional payments, including Bill Payments, will be processed until the Account is properly funded and the return(s) cleared.

13. eStatement Service

A. The eStatement Service permits you and Other Permitted Persons to access monthly Account statements for eligible Accounts designated by you. If you have enrolled in the eStatement Service, you have requested the Bank to provide monthly Account statements for eligible deposit Accounts that you have specified through the eStatement Service. BY ELECTING THE eSTATEMENT SERVICE AND SO INSTRUCTING THE BANK, YOU HAVE SPECIFICALLY REQUESTED THAT THE BANK MAY, AT ITS DISCRETION, DISCONTINUE SENDING PAPER ACCOUNT STATEMENTS TO YOU WITH RESPECT TO THE DESIGNATED ACCOUNTS.

Accordingly, within thirty (30) days after the end of each calendar month the statements for your designated Accounts will be posted to and should be accessed through, the eStatement Service. Each statement will be available through the eStatement Service for a period of eighteen (18) months following its posting. If you wish to discontinue receiving your Account statements through the eStatement Service, you must give us written notice to such effect, and within thirty (30) days after receiving such notice we will send you paper Account statements only rather than making your Account statements available through the eStatement Service. Statements made available to any one owner of an Account are considered to have been made available to all owners of the Account.

B. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO REVIEW YOUR ACCOUNT STATEMENTS IN A TIMELY WAY REGARDLESS OF WHETHER YOU RECEIVE PAPER ACCOUNT STATEMENTS OR ELECTRONIC ACCOUNT STATEMENTS THROUGH THE eSTATEMENT SERVICE. YOU MUST NOTIFY US OF ANY MISTAKES, ERRORS OR OMISSIONS IN ANY ACCOUNT STATEMENTS WITHIN THE TIME FRAMES SET FORTH BELOW, OR SUCH ACCOUNT STATEMENT SHALL BE DEEMED TO BE COMPLETE AND ACCURATE, AND WE SHALL NOT BE LIABLE FOR ANY SUCH MISTAKE, ERROR OR OMISSION:

i. FOR ALL MISTAKES, ERRORS OR OMISSIONS, WITHIN 30 DAYS OF THE TIME SUCH ACCOUNT STATEMENT IS MADE AVAILABLE THROUGH THE SERVICE OR A LONGER PERIOD IF REQUIRED BY APPLICABLE LAW.

C. By using the eStatement Service or otherwise consenting to be bound by the terms of this Agreement, you hereby authorize the Bank to transmit Account statements via the eStatement Service. You further hereby authorize each member of the Deutsche Bank Group to disclose details of all Accounts to the Bank and other members of the Deutsche Bank Group for the purpose of supplying the eStatement Service to you and Other Permitted Persons.

D. You acknowledge that without incurring liability to you, we can refuse to supply any information relating to the Accounts through the eStatement Service for any reason at any time. Notwithstanding Section 17(C) above, the Bank may, in its sole discretion, decline to permit certain Accounts to be viewed or otherwise accessed through the Service, temporarily or permanently. If, pursuant to this Section 17(D), Account statements are not made available through the eStatement Service for any Account, Account statements in paper form only shall instead be provided to you.

E. You can make a written request, at any time, to receive a hard copy paper statement for a specific month.

F. By completing the eStatement Service enrollment process and signing below, you represent to the Bank that:

- i. you are authorized as owner or behalf of the owner of the designated Account(s) to consent to electronic delivery of Account statements and accept the terms of this Agreement;
- ii. you have software and equipment required to access, view and print your statements; and
- iii. you agree to receive the statements for designated Accounts electronically.

14. Email Alerts

We provide the following types of Online Banking Account Alerts:

Mandatory Account Alerts are sent to you via email following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, telephone number, failed transaction or if your password is changed. You cannot suppress these mandatory alerts.

Optional Account Alerts, which must be activated by you. Optional Account Alerts allow you to choose optional alert messages for your accounts. Each Optional Account Alert has different options available, and you will be asked to select from among these options upon activation of an Optional Account Alert.

We may add new types of Mandatory or Optional Alerts from time to time.

We will send all Online Banking Account Alerts to the email address you have provided as your primary email address for Online Banking. You can also choose to have these Alerts sent to a secondary email address.

We make reasonable efforts to provide Alerts in a timely manner with accurate information, but Alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). Accordingly, we cannot and do not guarantee the timeliness, delivery or accuracy of alerts. The contents of an Alert may be outdated by the time an Alert is sent by us or received by you, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party as the result of an Alert.

Because Online Banking Account Alerts are not encrypted, we will never include your password or full account number in the email. However, Alerts may include your name and some information about your accounts. Depending upon the type of Alert, information such as your account balance, or the applicable transaction may be included. Anyone with access to your email and Alerts will be able to view the contents of these messages.

15. Disclaimer of Warranties; Limitation of Liability

- A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE INTERNET BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM USAGE IN TRADE AND NONINFRINGEMENT.
- B. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY THAT:
- i. THE SITE OR THE INTERNET BANKING SERVICES WILL MEET YOUR REQUIREMENTS;
 - ii. THE INTERNET BANKING SERVICES WILL BE UNINTERRUPTED, AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK, TIMELY, SECURE OR ERROR-FREE;
 - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTERNET BANKING SERVICES WILL BE ACCURATE OR RELIABLE;

- iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, ADVICE OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE INTERNET BANKING SERVICES WILL MEET YOUR EXPECTATIONS; OR
 - v. ANY ERRORS, OMISSIONS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED.
- C. ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED FROM THE BANK OR OUR SERVICE PROVIDERS THROUGH THE USE OF THE SITE OR THE INTERNET BANKING SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- D. The foregoing does not limit rights that may not be waived or modified under laws applicable to you or your transactions, and some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

16. Intellectual Property and Other Proprietary Rights

The Bank hereby grants to you the limited, non-exclusive, non-transferable revocable right and license to use the Site and the Internet Banking Services, in object code format only and excluding source code, solely during the term of this Agreement and for the purposes of conducting your consumer or business transaction, as applicable, pursuant to this Agreement. You shall not under any circumstances modify, copy, distribute, republish or download content from the Internet Banking Services or the Site without the Bank's prior consent in writing, except for content that you have previously uploaded to the Site using the Internet Banking Services or which relates specifically to your Account(s). This license will cease on termination of this Agreement for any reason. Further, you agree not to reverse engineer or reverse compile any portion of the Site, or the Internet Banking Services.

You acknowledge that the Site, the Internet Banking Services, and its accompanying documentation, if any, constitute valuable property of the Bank.

- A. You understand and agree that the Bank will suffer irreparable harm in the event of any unauthorized disclosure of any portion of the Site or the Internet Banking Services.
- B. The Bank reserves and retains all copyrights and other proprietary rights in and to the Site, and the Internet Banking Services. Unauthorized use of the Site or the Internet Banking Services is strictly prohibited. Linking to and/or framing the Site is strictly prohibited unless the Bank expressly consents in writing to such a link or frame. All other uses of the Site and/or the Internet Banking Services not expressly allowed in this Agreement are strictly prohibited.

17. Regulation

You undertake to be responsible for obtaining and complying with all legal, governmental and regulatory licenses and requirements applicable to use of the Site and the Internet Banking Services in any country from which you access the Site and the Internet Banking Services.

18. Indemnification

You agree to indemnify, defend and hold the Bank, other members of the Deutsche Bank Group, their Service Providers and their respective officers, directors, employees and agents, harmless to the fullest extent permitted by law from and against any and all actions, proceedings at law or in equity, claims (groundless or otherwise), liabilities, suits, losses, damages, payments, deficiencies, settlements, penalties, fines costs and legal and other expenses (collectively, the "Liabilities") arising out of:

- A. the Bank’s performance of its obligations to you hereunder;
- B. the use by you or Other Permitted Persons of the Site; and
- C. the use by you or Other Permitted Persons of the Internet Banking Services, except to the extent such Liabilities arise out of the Bank’s gross negligence or willful misconduct.

19. Third Party Links

The Internet Banking Services may permit you to access third party Internet sites via “hyperlinks.” The locator contained in the hyperlink is for your information only and does not constitute an endorsement of the site; the Bank has no control over the material appearing on sites owned or sponsored by third parties that may be accessed by such hyperlinks. Neither the Bank nor any member of the Deutsche Bank Group warrants or assumes any responsibility for the accuracy, completeness, quality or legality anywhere of any information which is proprietary to, or prepared or derived from, any third party source or information contained in any third party Internet or other site which is available via a “hyperlink.” Neither the Bank nor any member of the Deutsche Bank Group can give any assurance or guarantee as to the security or confidentiality of any connection made by use of any such hyperlink. The Bank’s privacy policies do not apply to any such linked Internet sites. You should consult the privacy disclosures on any such linked Internet sites for further information.

20. Cutoff Times

The following cutoff times pertain to specific Internet Banking Services transactions. All times in this Agreement refer to local time of the Bank. Transactions received after the cutoff time or on a day that is not a Business Day (a day in which the Bank is open in New York for the conduct of its general business) will be processed the following Business Day.

| | |
|------------------------|--|
| Funds Transfers | Real Time Processing. Transfers effected after 10:00 p.m. (Eastern Time) will be posted on the following Business Day. |
| Bill Payments | To ensure that payment is properly credited to your Account prior to the payment due date, please allow at least five (5) Business Days from the date payment is submitted for your payment to reach your merchant or vendor. Payments effected after 9:00 p.m. (Eastern Time) will be posted on the following Business Day. |
| ACH Files | The Bank deadline for receipt of ACH Instructions (defined below) and file transmission is 6:00 p.m. Eastern Time on a Business Day in order for the Bank to process ACH Instructions on the same Business Day. The Bank deadline for receipt of client requests for cancellation, reversal or return of an ACH Instruction on a Business Day in order for the Bank to act upon it on the same Business Day is 5:00 p.m. Eastern Time. |
| Fedwire Transfers | 5:30 p.m. (Eastern Time) |
| Foreign Currency Wires | Settlement may vary based on currency. |
| Stop Payments | Real Time Processing, but there may be delays in acting on information (see Sections 9 and 15 above). |

21. Offer of Online Banking Services through Affiliates or Third Parties

The Bank has the right to offer all or part of the Internet Banking Services through an affiliate or unrelated third party.

22. Miscellaneous

A. Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the terms and conditions governing your deposit Accounts (as set forth in the Account Agreement), the rules and regulations of any funds transfer system to which we belong and applicable state and federal laws and regulations.

B. Changes to Agreement

We may change this Agreement at any time. For example, we may add, delete or amend terms or services from time to time. In such event, the Bank shall provide notice to you. Any use of the Internet Banking Services after the Bank provides you a notice of change will constitute your agreement to such change(s). Further, the Bank may, from time to time, revise or update the applications, services and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the applications, services and/or related material and limit access to only the Bank's more recent revisions and updates. In the event performance of the service provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability as a result of such violation or amendment.

C. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. For changes to your Payment Account or any information other than your email address within the Bill Payment Service, please contact the Banking Services Team at 1-866-362-4796. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

D. Disputes

In the event of a dispute regarding Internet Banking Services, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank with respect to the Internet Banking Services and that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement.

E. Assignment

This Agreement shall bind and inure to the benefit of you and the Bank and the Bank's successors and permitted assigns. You may not assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any other person or entity. We may assign one or more of our obligations and/or this Agreement to others, including independent contractors or third parties or any future direct or indirect affiliate.

F. No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

G. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

H. Governing Law

This Agreement shall be governed by and construed in accordance with federal law and (to the extent not preempted) the laws of the State of New York, without regard to its conflicts of laws provisions other than Section 5-1401 of the New York General Obligations Law, and any dispute arising out of or relating to the subject matter of this Agreement shall be decided in accordance with such law. You agree to submit to the exclusive jurisdiction and venue of state or federal court of competent jurisdiction located in the State of New York, City and County of New York over any dispute arising out of this Agreement, and you agree that such courts are convenient forums. You waive personal service of process and consent that service of process upon you may be made by certified mail or registered mail, return receipt requested, or by any reputable overnight delivery service (such as Federal Express or DHL) directed to you or at your address on the Bank's records. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

YOU AND WE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ANY RIGHT TO SEEK OR ENFORCE PAYMENT OF ATTORNEYS' FEES.

I. Electronic Mail

- i. Public email transmissions may not be secure. We request that you do not send us or ask for personal, confidential or sensitive information via any general or public email system. You agree that we may respond to your email communications by use of the Internet Banking Service email feature with regard to matters related to the Internet Banking Service.
- ii. While access to the Bank through the email function of the Internet Banking Services is "online," messages sent to the Bank through email are not reviewed by Bank personnel immediately after they are sent. Rather, Bank personnel will review email messages periodically throughout each Business Day. If immediate attention is required, you must contact the Bank by telephone or in person or through some other procedure not using the Internet Banking Services. Your email messages may be acted upon by the Bank if received in a manner and in a time providing the Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide the Bank with "written" notice.

J. Notices

Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to your address as it appears on the Bank's computer file, OR, if to the Bank, addressed to: Deutsche Bank, Banking Service Team, 1 Columbus Circle New York, NY 10019, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by the Bank.

K. Severability

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable to any extent by a court or government agency of competent jurisdiction, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

L. No Third Party Beneficiaries

Nothing in this Agreement is intended to confer any right, remedy or claim upon any person, firm or corporation other than the parties hereto and all members of the Deutsche Bank Group and their Service Providers (each such member and Service Provider being an intended third party beneficiary of your representations, warranties and agreements herein).

M. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters covered herein. No other oral or written agreement, statement or promise made by any party hereto or by any employee, officer or agent of any party hereto that is not in writing and signed by the parties is binding, and this Agreement supersedes all such agreements, statements and promises. In the event of any conflict between this Agreement and any other document, this Agreement shall prevail.

N. Notification of Regulatory Authority

This Agreement and the Internet Banking Services provided hereunder are governed by New York State and federal law. You may notify the New York State Banking Department or the Board of Governors of the Federal Reserve System at the following addresses of any violation of law related to this Agreement or the Internet Banking Services:

New York State Banking Department
One State Street Plaza
New York, NY 10004

Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue, NW
Washington, D.C. 20551

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed on the date listed below.

[FOR BUSINESS CLIENTS]

Business Name

Name/Title

Signature Date

[FOR ALL OTHER CLIENTS]

Account Name

Name/Title

Signature Date

DEUTSCHE BANK TRUST COMPANY AMERICAS

By By

Print Name/Title Print Name/Title

Date Date