



# DB InSight Agreement

Deutsche Bank Wealth Management (referred to as the “Bank”) will make available to you (referred to herein as “You” or the “Client”<sup>1</sup>) the DB InSight service selected in the Agreement (which together with any successor thereto or modification thereof, is referred to herein as the “Service”) relating to your custody, investment advisory, trust, global investment services and credit products.<sup>2</sup>

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## Terms and Conditions

The following terms and conditions will govern your use of the Service. By accessing or using the Service, you and each other person permitted by you to access the Service (“Other Permitted Persons”) agree to the terms and conditions of this Agreement, including any amendments that may be made to this Agreement, as notified to you pursuant to Section 1 below. The undertakings and obligations of the Bank hereunder shall be for the sole and exclusive benefit of the Client and no other persons, including, without limitation, Other Permitted Persons, shall have any rights hereunder or otherwise by virtue of their use of the Service.

### 1. Service Description.

Unless an account is specifically excluded by the Client, the Service provides the Client and Other Permitted Persons with access to financial and account information for all of the Client’s accounts with the Bank (collectively, “Account Information”). The Service also provides research, product information and communication with certain employees or agents of the Bank and its affiliates. The Bank may change or modify the Service from time to time, or terminate the Service, at the Bank’s discretion. In addition, the Bank may, at any time, alter these terms and conditions (including any fees and charges) by providing a notice to you, either by mail or transmitted to you by means of the Service, which shall take effect on the forty-fifth (45th) day following such notification (determined as provided in Clause 14 below) by the Bank.

### 2. Transactions Cannot Be Executed through the Use of the Service.

All transactions and transaction requests must be submitted to the Bank in accordance with your account agreement.

### 3. Authorization to Supply Account Data; Online Statements.

- a. By using the Service or otherwise consenting to be bound by the terms hereof, you authorize the Bank to transmit via the Service all account information to you or Other Permitted Persons, as directed by you. You further authorize the Bank to disclose Account Information to the Bank and its affiliates (the “Deutsche Bank Group”) for the purpose of supplying the Service to you and Other Permitted Persons.

<sup>1</sup> The Client may have one or more agreements with Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, Deutsche Bank Trust Company NA, or DB Private Client Services, (each a “Bank”). This DB InSight Agreement will be a supplement to such agreements, and the Client’s rights under this DB InSight Agreement shall be only enforceable against the Bank which holds the Client’s account.

<sup>2</sup> Limited information on deposit accounts is available through DB InSight.

- b. You represent and warrant to the Bank and other members of the Deutsche Bank Group that you have the right and authority to request and receive Account Information concerning all of the accounts including those accounts for which you are not the named account holder or beneficiary of record (the "Associated Accounts"). You represent and warrant to the Bank that you have the authority to act as agent and/or attorney-in-fact on behalf of the named account holder and the beneficiaries of all of the Associated Accounts (the "Associated Account Holders") for the purposes set forth in this Agreement. You agree that you will immediately notify the Bank if your authority should change such that you or Other Permitted Persons are no longer permitted to make the representations set forth above.
- c. You acknowledge that without incurring liability to you, the Bank or any member of the Deutsche Bank Group can refuse to supply any information relating to the accounts, including Account Information, through the Service for any reason at any time. Notwithstanding paragraph 3(a) above, the Bank and other members of the Deutsche Bank Group may, in their sole discretion, decline to permit.
- d. You understand and agree that by using the Service, 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 any password or credentials 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. Based on your use of the Service, the Bank may, at our sole discretion, provide you with and require you to use authentication or encryption mechanisms or processes and you agree to comply with such terms.
- e. Only for Clients who selected "DB InSight with Online Statements": By selecting the DB InSight with Online Statements Service, you have requested the Bank to provide all account statements and communications for all of your accounts through the Service rather than in paper form. BY ELECTING THIS OPTION AND SO INSTRUCTING THE BANK, YOU HAVE SPECIFICALLY REQUESTED THAT NO PAPER ACCOUNT STATEMENTS OR COMMUNICATIONS SENT WITH YOUR STATEMENTS BE SENT TO YOU WITH RESPECT TO THE ACCOUNTS. Accordingly, within thirty (30) days after the end of each calendar month the statements for your accounts will be posted to, and should be accessed through, the Service. Each statement will be available through the Service for a period of eighteen (18) months following its posting.
  - i. If you wish to discontinue receiving your account statements through the Service, you must give the Bank written notice to such effect, and within thirty (30) days after receiving such notice the Bank will send paper account statements and communications to you at the address in the Bank's records rather than making the account statements and communications available to you through the Service.
  - ii. Statements made available to a Client are considered to have been made available to all owners of the account. If you wish to have a specified account statement mailed to you, please contact your Private Banker for assistance.
  - iii. You specifically agree that the Bank may deliver to you through the Service: a) its "annual privacy notice,"; b) all other notices and communications required by applicable laws and regulations regarding your account and the Bank's services; and c) changes or amendments to this Agreement.

- iv. You agree and acknowledge that only the account statements made available to you through the Service in relation to the accounts are intended to be the definitive records regarding your accounts absent manifest errors (except as otherwise specified therein or in the documentation relating to the relevant account relationships), and that you will treat any other electronic information received by accessing the Service as indicative only.
- v. You must ensure that you have appropriate hardware and software to enable you to access and store and/or print all communications and statements provided by the Bank (see paragraph 4 below). You agree that it is your responsibility to review your account statements promptly. You must notify the Bank of any mistakes, errors or omissions in any account statements within thirty (30) days of the time such Account statement is made available through the Service or such account statement shall be deemed to be complete and accurate, and the Bank shall not be liable for any mistake, error or omission contained therein. If pursuant to paragraph 3(e) above account statements are not made available through the Service for any account, account statements and all communications mailed with your statement regarding your account, in paper form, shall instead be mailed to the address in the Bank's records. If you cannot access and download and/or print your account statements, notify your Private Banker or client service representative immediately.

#### 4. Initial Requirements and Start-up Procedures.

The Service is available to each Client with appropriate hardware, software and arrangements for Internet access. You are solely responsible for obtaining and maintaining your hardware and software, for obtaining any telecommunications links needed to use the Service, and for making arrangements for browser software and Internet access, including any costs or expenses incurred in connection therewith. You must have and maintain the following:

- a. An up-to-date Internet browser;
- b. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- c. A personal computer or laptop with an operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing communications received from the Bank in electronic form via a plain text formatted e-mail or by access to the Bank's website; and
- d. Software that enables you to view files in the Portable Document File format ("PDF").
- e. [Examples of the above are processor Intel Pentium or Motorola G3; operating system such as Windows 3.1, 95, 98, NT; Mac OS 7, 8; system memory in Megabytes (16MB, 32MB, 64MB; type/speed of connection minimum 56K.)]<sup>3</sup>

#### 5. Passwords, Security and Confidentiality.

- a. You will keep your username strictly confidential and you will be solely responsible for the maintenance of security over your password ("Bank Credentials"), any software that may from time to time be furnished to you by the Bank in relation to the Service or contained on the Bank's systems and used to access the Service (collectively, "Bank Software"). You agree that the Bank may treat all communications sent to the Bank using your username and/or passwords as having been issued by you, and you further agree that the Bank may act in reliance upon such communications irrespective of the identity of the person actually causing such communications to be made. 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

<sup>3</sup> Please call your Private Banker or client service representative if you have any questions about the software or hardware necessary to access DB InSight.

transit or at your place of business. You agree to (a) keep your Bank Credentials to access the Service secure and strictly confidential, (b) instruct each person to whom you give your Bank Credentials that he or she is not to disclose such information to any unauthorized person, (c) immediately notify us, preferably by telephone, if you believe that the security or confidentiality of your Bank Credentials has been compromised or that your Bank Credentials have been misused or become known to an unauthorized person, (d) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person, and (e) that the Bank shall treat all statements and instructions issued using the Bank Credentials as having been issued by you, and that the Bank, members of the DB Group, and their service providers shall act in reliance upon such statements and instructions. The Bank members of the DB Group, and their service providers will have no liability to you for any unauthorized payment or transfer made using your Bank Credentials 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 Bank Credentials even without receiving such notice from you, if we suspect your Bank Credentials are being used in an unauthorized or fraudulent manner.

- b. The Bank has no means of controlling communications over the Internet or any other telecommunications service you may use to access the Service and cannot guarantee that your Account Information will not be intercepted. You acknowledge that accessing the Service 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 Bank Credentials and unauthorized access to your account(s) and Account Information. You agree that you accept such increased risks if you access the Service from any such location.
- c. By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. The Bank's 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 have had a reasonable opportunity to act on such notice).
- d. Based on your use of the Service, the Bank may, at its sole discretion, provide you with and require you to use additional authentication or encryption mechanisms or processes and you agree to comply with such terms.
- e. You agree that any such information on the Bank's records may be disclosed to third parties as designated by you in compliance with the Bank's procedures or as required or permitted by law or regulation and you agree that such disclosure may take place.
- f. In addition, you acknowledge and agree that the operation of the Service may require the transfer of personal data concerning you and/or the Associated Account Holders to and between countries some of which may not have the same legal protections regarding bank customer information as your or their own home country, the Member States of the European Union or the United States. It may be that, in various jurisdictions, including your or their home jurisdiction, the presence of Account Information on your PC or "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.

- g. Your computer hardware and software may store confidential data accessed by means of the Service indefinitely on your PC's or laptop's hard drive. If you wish to ensure that such data remains confidential, you should take all appropriate security precautions to prevent unauthorized access to your PC or laptop.

## 6. Interim Reporting, Securities Valuation, Investment Disclaimers.

- a. Among the features of the Service are periodic updates to account activity. You understand that any daily and/or intraday reports on the balances of the accounts as indicated through the Service are intended to be provisional only, that they may reflect "value dates," which may pre-date the date of current reference (in some cases by a week or more), that they may not reflect all assets which you or the Associated Account Holders hold with the Bank (or any other member of the Deutsche Bank Group), that they are unaudited and subject to subsequent postings and adjustments, and that neither the Bank nor any other member of the Deutsche Bank Group will be responsible for any actions you or the Associated Account Holders take as a result of receiving such daily and/or intraday reports. All tax information, including without limitation, "tax cost," "tax lot number," "unrealized gain/loss" and "realized gain/loss," is unaudited, subject to adjustments, may not take into account the tax circumstances of individual customers (particularly non-U.S. persons and foreign taxpayers), and should not be relied upon for tax reporting, filing or payment purposes without first consulting with your tax advisor.
- b. You understand that with respect to any securities account balances reported through the Service: (i) valuations reported through the Service may reflect valuations or last trades as much as a week or more old and that the securities quoted may be illiquid or not easily saleable even when listed on foreign securities exchanges or quoted on one or more computer screens or "inter-dealer quotation systems," (ii) neither the Bank nor any other member of the Deutsche Bank Group has any duty to verify the accuracy of valuations obtained from any third party source (such as exchanges or other information providers), including but not limited to solicitation of bids or indicative values, and (iii) you, and not the Bank (or any other member of the Deutsche Bank Group), are responsible for any use which may be made of any such information by you or persons with whom you deal, and you shall hold the Bank harmless with respect to the foregoing.

## 7. Fees and Charges.

Unless otherwise agreed upon in a writing signed by you and the Bank, there will be no charges for the Service. You are solely responsible for any telecommunications charges and any other charges imposed by your Internet access provider that you incur in accessing the Service 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 other members of the Deutsche Bank Group with whom you maintain a relationship.

## 8. The Bank Software.

The Bank hereby grants to you the limited, non-exclusive, non-transferable right and license to use the Service and the Bank Software, in object code format only and excluding source code, on a single computer solely during the term of this Agreement and for the purposes of conducting your transaction, as applicable, pursuant to this Agreement. You may not under any circumstances modify, copy, distribute, republish or download the Service or Bank Software without the Bank's prior consent in writing, except for content that you may have previously uploaded to the Service or which relates specifically to your accounts. You acknowledge that the Bank Software constitutes proprietary and confidential information of the Bank. You understand and agree that (a) the Bank will suffer irreparable harm in the event of any unauthorized disclosure

of any portion of the Bank Software to any third party without the prior written consent of the Bank, and that (b) you are not authorized to make any change or modification to such software without the prior written consent of the Bank. The Bank hereby licenses the use of the Bank Software to you solely during the period of and for the purposes of this Agreement. Any license(s) of the Bank Software will cease on termination of this Agreement. The media on which any Bank Software that may from time to time be furnished to you is supplied and shall remain the Bank's property, and you undertake to keep them in your possession at all times. You further undertake to obtain and comply with all appropriate licenses in respect of third party software and Internet access software. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Service.

## 9. Third Party Data.

Among the features of the Service is the ability to access reports and/or databases based in whole or in part on information or analytical or statistical data which is proprietary to third parties. The Service 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 through 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."

## 10. Warranty, Limitation of Liability.

- a. Neither the Bank nor any member of the Deutsche Bank Group makes any warranty, express or implied, with respect to the Service or the Bank Software (if any) or the suitability or reliability of any telecommunications links used, and expressly disclaims and excludes any warranty, condition or other term related to merchantability, quality or fitness for a particular purpose, noninfringement or other analogous terms to the fullest extent permitted under applicable law. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER THE BANK NOR ANY MEMBER OF THE DEUTSCHE BANK GROUP MAKES NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, AVAILABLE, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SERVICE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR (E) ANY ERRORS, OMISSIONS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED.
- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE BANK OR MEMBERS OF THE DEUTSCHE BANK GROUP THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
- c. You understand and acknowledge that the services provided herein are not intended to provide investment, accounting, legal or tax advice, and that in making investment, legal,

tax or accounting decisions with respect to transactions in or for your accounts or any other matter, you will consult with and rely upon your own professional advisors and not upon the information delivered to you through the Service. NOTWITHSTANDING THE FOREGOING, 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 R 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 SERVICE, 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 SERVICE AS WELL AS TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING.

- d. You agree that neither the Bank nor any of its affiliates shall be held liable for any faults, inaccuracies, omissions or delays arising out of the provision of the Service or for any other of its acts or omissions under this Agreement except to the extent required by applicable law. Under no circumstance shall the Bank or its affiliates be liable for special, indirect, incidental, consequential or punitive damages, or any direct damages in excess of the amount of fees you may pay for use of the Service.
- e. Neither the Bank nor any member of the Deutsche Bank Group shall be liable for any loss or damage due to causes beyond the Bank's reasonable control including, without limitation, power or telecommunications failure.

## 11. Indemnity.

You agree to indemnify the Bank and each member of the Deutsche Bank Group and hold it harmless to the fullest extent permitted by law from and against (a) any and all actions, claims, suits, fines and penalties arising out of (i) the Bank's performance of its obligations to you hereunder, (ii) the use by you or Other Permitted Persons of the Service, except to the extent of the Bank's gross negligence or willful misconduct, and (b) any damages, costs, expenses (including legal fees and disbursements), losses or liabilities relating to any such actions, claims, suits, fines or penalties or to any breach of this Agreement by you or Other Permitted Persons (whether or not the Bank or you are parties to any dispute or proceeding).

## 12. Suspension or Termination of Services; Termination of this Agreement.

- a. The Bank may, without liability, temporarily suspend or permanently terminate any or all aspects of the Service without notice.
- b. This Agreement may, without liability, be terminated by either party at any time upon thirty (30) days written notice, except that such notice requirement shall not apply to the Bank in the event of your breach of this Agreement. You agree to return or, as appropriate, to delete any Bank Software in your possession to the Bank immediately upon such termination for any reason. No such termination will affect any rights or obligations of either party that have accrued prior to termination or that relate to any transaction occurring prior to termination.

- c. If account statements are not made available through the Service, account statements in paper form shall be provided to you at the address on record with the Bank.

### 13. Regulation and Export of Software.

You undertake to be responsible for obtaining and complying with all legal, governmental or regulatory licenses or requirements applicable to use of the Service in any country from which you access the Service. In particular and not by way of limitation, you agree not to export, re-export or import the Bank Software (or copy thereof) to or from any country (or to or from any national thereof) for which the United States (or any other) government or any agency thereof requires an export or import license or other governmental approval without first obtaining such license or approval.

### 14. Professional Advisers.

We understand that from time to time you may wish to engage the services of third party professional advisers. In such circumstances, we agree that you may take such reasonable steps as are necessary to allow such professional advisers to access the Service on your behalf provided that you strictly comply with paragraph 13, and procure that such persons will comply with all of the terms of this Agreement and applicable law (as if such persons were signatories hereof). You understand and agree that you will continue to be responsible for all uses of the Service by such persons (as if such persons were signatories hereof) and in this regard your attention is specifically drawn to paragraph 5(a).

### 15. Miscellaneous.

This Agreement (including the other documents referred to in this Agreement) reflects the entire agreement between you and the Bank with respect to the subject matter hereof and shall be binding upon you, your heirs, executors, administrators or other personal representatives, or your successors and assigns. This Agreement does not govern any aspect of any other service or product that may be provided to you from time to time by the Bank or any member of the Deutsche Bank Group. Without limiting the generality of the foregoing, if you receive through the Service, account or other information with respect to deposits, security positions, loans or other relationships held at various branches or offices of the Bank or other members of the Deutsche Bank Group, there shall be no implication that the Bank's head office or any other branch or office, or that of any member of the Deutsche Bank Group, is responsible for your accounts, assets or relationships with or at any other office, branch or affiliate or member of the Deutsche Bank Group.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without regard to its principles of conflict of laws) and shall be deemed to have been concluded in the State of New York. You and the Bank hereby submit to the jurisdiction of the appropriate state or Federal court sitting in New York County, New York, over any dispute arising out of this Agreement. Both parties hereby waive trial by jury in any such action. Any termination of this Agreement shall be without prejudice to the rights of the parties on the date of such termination. All provisions of this Agreement other than paragraphs 1, 4 and the first sentence of paragraph 7 of this Agreement (including, without limitation, paragraph 13) shall survive any termination of this Agreement and shall continue in full force and effect. Any notice hereunder may be given by us through the Service, in which case such notice shall be deemed given upon the earlier to occur of your next login to the Service or 48 hours from the time at which such notice was made available through the Service. Any other notice by us and any notice by you shall be given in writing, by first class mail, and shall be deemed effective on the 5th New York business day following dispatch.



This Agreement will supersede and replace any prior letter or other agreement regarding your use of the Service or the issuance of paper account statements.

You further agree to abide by any amendments to this Agreement effected hereafter in accordance with paragraph 1 of this Agreement.

Prior to authorizing any third party (including any professional adviser) to access one or more of your accounts through the Service, you agree to execute a further authorization letter in a form to be furnished by the Bank and such third party shall agree to be bound by the terms thereof.

## 16. 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 (each such member being an intended third party beneficiary of your representations, warranties and agreements herein.)

## 17. Assignment.

The Bank may assign this agreement to any member of the Deutsche Bank Group upon 15 days prior notice to you.

## 18. Communications in Writing.

All communications in either electronic or paper format from the Bank to you will be considered "in writing." You should print or download for your records a copy of this Agreement and all other communications from the Bank that are important to you.

## 19. Federal Law.

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and the Bank both intend that the Act apply to the fullest extent possible to validate the Bank's ability to conduct business with you by electronic means.

Individual or Joint Account signature block: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Trust Name: \_\_\_\_\_

\_\_\_\_\_  
Signature (as Trustee for the above Trust)

\_\_\_\_\_  
Signature (as Trustee for the above Trust)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Partnership Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Limited Liability Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Corporation Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

(Executed also on behalf of the Associated Account Holders as defined in the Terms and Conditions)

(Required for Setup)

For additional security, when the Client calls the Bank's helpdesk, the Client will need to provide a secret code to identify the Client. Please select a secret word or number that you will use for this purpose:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Secret Code

\_\_\_\_\_  
Secret Code

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