



# Deutsche Bank AG New York Branch

## Terms and Conditions for Deposit Accounts

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## I. Agreement

You have opened one or more certificates of deposit (each a “Preferred CD”) and/or interest-bearing demand deposit accounts (each a “Preferred Banking Account”)<sup>1</sup> and, together with the Preferred CDs, the “Accounts”) with Deutsche Bank Aktiengesellschaft, a stock company organized under the laws of the Federal Republic of Germany (“Deutsche Bank AG”), acting through its New York branch (the “Bank” or “we,” “us” or “our”), as identified in your Deposit Account Opening Application (“Application”), and you agree that your use of each Account shall be governed by: (a) applicable Federal and New York State laws and regulations, (b) usual and customary banking practices, and (c) these Terms and Conditions (as modified from time to time, these “Terms and Conditions” or the “Agreement”). If more than one person is an owner of an Account, the words “you” or “your” shall refer to each such person, and each such person shall be fully bound by these Terms and Conditions.

As used in these Terms and Conditions, the Bank’s “Business Days” are Monday through Friday, excluding holidays and other days on which banks are authorized to be closed in New York City.

Some portions of these Terms and Conditions apply only to consumers and are designated as such. If your Account is a non-consumer Account, then some portions of these terms and conditions may not apply to you.

Please note that each Account is:

- NOT insured by the Federal Deposit Insurance Corporation (“FDIC”).
- NOT insured or guaranteed by any governmental agency of the United States.
- Solely obligations of the Bank.

Separate information will be provided to you if the relevant product is subject to the statutory deposit guarantee scheme under the German Deposit Guarantee Act (“EinSiG”). If no such separate information is provided to you, the relevant product will not be subject to the EinSiG.

Payment to you of principal and interest owing in accordance with the terms of the Accounts depends on the financial solvency and ability to pay of Deutsche Bank AG and the Bank at the time of maturity of the Preferred CDs or when you make withdrawals from your Preferred Banking Account (as the case may be).

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## II. Account Opening Information

When you open an Account with the Bank, you provide information about yourself and confirm that it is correct. The Bank may rely on that information until you notify the Bank of a change and the Bank has had a reasonable time to act on that change.

Federal law requires that financial institutions obtain, verify and record information that identifies each customer who opens an Account. In this regard, the Bank will request your name, address, date of birth and your Tax Identification Number (or similar identifying number for non-U.S. persons). The Bank may also ask for one or more forms of photo identification and, in some cases, ask you for additional information.

If your Account is funded before the Bank is able to verify your information, you may not have access to your funds until your information is verified.

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## III. Privacy

The Bank has provided you with a copy of its Privacy Notice which describes the Bank’s privacy policy for protecting and securing consumer information. The Bank’s Privacy Notice also explains the circumstances when the Bank may disclose consumer information. The Bank will send you copies of its Privacy Notice at intervals required by applicable laws and regulations.

<sup>1</sup> Please note that the Bank no longer offers new Preferred Banking Accounts. As such, the provisions in this Agreement that governs Preferred Banking Accounts apply only to existing Preferred Banking Accounts.

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## IV. Ownership of Account

Note: How you designate the Account ownership in the Application may change how your funds are paid out if you die, even if your will states otherwise. Please consult your estate planning advisor or attorney about your choices.

### 1. Individual Accounts

The ownership of an Account is in the name of a natural person in his or her individual capacity if it is designated as an "Individual Account" in the Application.

### 2. Joint Accounts

Unless you specify otherwise in accordance with Section 2(b) below, you authorize the Bank to designate a joint Account as a "joint account with right of survivorship". You agree that joint Accounts will be carried on the Bank's books in the form reflected by the Account name appearing on the Account statement. In the event that the Account is a joint tenancy with right of survivorship or a tenancy by the entireties, the entire interest in the joint Account shall be vested in the survivor or survivors on the same terms and conditions as before the death, and the survivors will indemnify the Bank for any loss incurred through treatment of the Account as provided herein.

Each owner of a joint account shall have authority to deal with the Bank as if such owner were the sole Account owner, all without notice to the other Account owner(s).

You agree that notice to any Account owner shall be deemed to be notice to all Account owners.

Each owner of an Account shall be jointly and severally liable for that Account. The Bank may follow the instructions of any owner of an Account with respect to payments or any other transactions in such Account even if such payments or other transactions shall be made to one owner and not to any of the other owners. This includes any owner's authority to add additional persons as Account owners; to deposit funds and withdraw or transfer funds from the Account; to sign up for, use or cancel online access to the Account; to obtain information about the Account, including transactions conducted by any other owner; to pledge the Account as security for any debts; and to close the Account. The Bank shall be under no obligation to inquire into the purpose of any such actions and shall not be bound to see to the application or disposition of the monies so delivered or paid to any Account owner. Notwithstanding the foregoing, the Bank may require joint action or written authorization by all Account owners with respect to any matter concerning the Account, including the giving or cancellation of instructions and the withdrawal of monies. In the event the Bank receives conflicting instructions from any Account owner, it may in its sole discretion: (i) follow any of such conflicting instructions; (ii) require written or verbal authorization of both, all, or another Account owner before acting on the instructions from any Account owner; (iii) send the assets of the Account to the address of the Account specified in the Bank's records; or (iv) file an interpleader action in an appropriate court to let the court resolve the conflict.

In the event of the death of any Account owner, the survivor(s) shall immediately give Bank written notice thereof. Bank may, before or after receiving such notice, take such action, require such documents, and/or restrict transactions in the Account as necessary for its protection against any tax, liability, penalty, or loss under any present or future laws or otherwise. Any cost resulting from the death of any owner, or through the exercise by any decedent's estate or representatives of any rights in the Account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent. The estate of the decedent and each survivor shall continue to be jointly and severally liable to Bank for any obligation of the Account or net debit balance or loss in said Account until such time as Bank distributes the assets in accordance with applicable party's instructions.

THE BANK MAY RELY UPON INSTRUCTIONS REGARDING THE ACCOUNT FROM ONE ACCOUNT OWNER WITHOUT INCURRING ANY LIABILITY TO THE OTHER ACCOUNT OWNER(S). The Bank may be required by service of legal process to remit funds held in the Account to, among other things, satisfy a judgment entered against, or other valid debt incurred by, any Account owner. EACH ACCOUNT OWNER IS JOINTLY AND SEVERALLY LIABLE TO THE BANK FOR ALL FEES AND CHARGES ASSESSED AGAINST THE ACCOUNT, ALL AMOUNTS OWED TO THE BANK ON THE ACCOUNT (SUCH AS FOR OVERDRAFTS), AND ALL COSTS, LOSSES OR LIABILITIES RELATED TO THIS AGREEMENT OR THE ACCOUNT.

a. **Joint Account with No Rights of Survivorship (also called "Tenants in Common")**

If a joint Account does not have rights of survivorship and one joint Account owner dies, that owner's interest passes to that owner's estate. Either the surviving joint Account owner(s) or the deceased Account owner's estate may withdraw the funds at any time, and the Bank shall have no responsibility for determining the respective interests of the owners. If an Account is designated "tenants in common" or "JTIC," it does not have rights of survivorship.

b. **When Survivorship Rights Apply**

A joint Account shall have rights of survivorship unless you clearly indicate in the Application that the Account is created without these rights. Notwithstanding the foregoing, if a joint Account contains a "payable on death" or "in trust for" designation, the Account shall have rights of survivorship and shall be payable only to the beneficiary(ies) of the last surviving Account owner upon the death of such owner.

3. **Voluntary Trust Accounts and Payable on Death Accounts**

This section refers to an Account (i) which the Application specifies is being held by one or more depositors "in trust for" (ITF) one or more beneficiaries or (ii) for which "as Trustee for" (ATF) or "Payable on Death" (POD) is used in the Account title. Such an Account must have one or more named beneficiaries. If you wish to designate an account as ITF, ATF or POD, please contact the Bank for a copy of the beneficiary designation form. If there are multiple Account owners of such Account, it shall be treated as a joint Account with rights of survivorship as described above until the death of all Account owners. In any event, upon the death of the last remaining Account owner, any balance in the Account not subject to lien or setoff (including as provided in Part XII below) shall be paid directly to the named beneficiary(ies) upon presentation of a certified copy of the death certificate and such other documentation as the Bank shall request from the beneficiary(ies). In the event of multiple beneficiaries, the balance will be divided equally between or among the named beneficiaries. The Bank will not pay a balance in the Account over \$1,000 directly to a minor or minors. The Bank, at its discretion, may pay balances up to \$10,000 to a parent or parents of a minor or minors. Otherwise, the Bank will pay balances owing to a minor only to a court-appointed guardian for such minor.

If all beneficiaries predecease the Account owners, the Account shall become an individual Account of the Account owner if he or she is the sole remaining Account owner or a joint Account with rights of survivorship among the Account owners if there are multiple Account owners.

The Bank shall have no duty to monitor the Account or the status of the account owners or their beneficiaries.

#### 4. Uniform Transfers to Minors Act (“UTMA”)

This type of Account is established under a state Uniform Transfers to Minors Act. When setting up this Account, we will provide you with an UTMA Supplement which will provide you with additional information about:

- (i) creating a UTMA account;
- (ii) the minor-aged beneficiary, the custodian, and successor custodian (if applicable); and
- (iii) the character of UTMA accounts, including terms for the Bank taking instructions from the Custodian.

The Bank shall have no duty to monitor the Account or the status or age of the custodian or minor.

#### 5. Powers of Attorney

You may provide another person with a power of attorney over your Account(s) with the Bank. However, the form and execution of the power of attorney must be acceptable to the Bank. The Bank may require an affidavit from the person with the power of attorney attesting that such power of attorney is in full force and effect. In addition, you agree that the Bank may refuse to accept an instruction from the person with the power of attorney to add such person as a joint Account holder or beneficiary to your Account(s). The death of the principal renders a power of attorney void.

#### 6. Other Fiduciary Accounts

If you open an estate Account, trust Account, guardianship or conservatorship Account, or other similar type of Account, the Bank reserves the right to require any documents it deems necessary to confirm, among other things, the power and authority of those who are granted access to the Account(s), including the power to withdrawing funds. The Bank reserves the right to refuse any withdrawal from the Account(s) until it receives all requested documents and has reviewed them to its satisfaction. The Bank has no fiduciary duties to you as the trustee, executor, guardian, or conservator, or to the beneficial owners of the Account(s).

#### 7. Business and Other Non-personal Accounts

If the owner of the Account is a corporation, unincorporated association, limited liability company, partnership or limited partnership, trust or estate, nonprofit organization or other entity (each being an “Entity”), each individual signing the Application and/or Signature Card on behalf of the Entity represents that:

- the Entity is fully authorized and has the power to establish and maintain the Account and to enter into this Agreement;
- all necessary actions have been taken and approvals have been received in accordance with applicable law and regulation and the organizational documents of the Entity;
- he or she has the authority to execute all documents relating to the Account in his or her stated capacity and has furnished all documents or other information necessary to demonstrate that authority; and
- all information provided in the Application is true and accurate.

The foregoing representations shall continue in effect after the Account is closed. The Bank may require further documentation demonstrating, among other things, the existence, power and authority of the Entity and the authority of such signatories to act on behalf of the Entity.

The Bank may rely on the accuracy and completeness of all resolutions, signature cards, or other documents that are delivered to the Bank in connection with the Account.

The Bank may refuse to recognize any resolution, certification or other document relating to the Account that is not on the Bank's form or that appears to be incomplete, inaccurate or improperly executed.

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## V. Types of Deposit Accounts

In order to open an Account, you must possess or establish a demand deposit account, negotiable order of withdrawal account (NOW Account), or a money market deposit account (each a "DBTCA Deposit Account") at Deutsche Bank Trust Company Americas ("DBTCA"). You may purchase a Preferred CD or place your funds into your Preferred Banking Account only by transferring funds from your DBTCA Deposit Account to the Bank. At maturity or in the event of early withdrawal of your Preferred CD, proceeds of your Preferred CD will be credited to your DBTCA Deposit Account. Proceeds of all withdrawals you make from your Preferred Banking Account will be credited to your DBTCA Deposit Account.

If interest is payable on the Account, then interest rate information is set forth in the Truth-in-Savings Disclosure Rate Information Addendum provided to you. You may contact the Bank at any time for current interest rate information.

### 1. Preferred Banking Account

Please note that the Bank no longer offers new Preferred Banking Accounts. As such, the provisions in this Agreement that governs Preferred Banking Accounts apply only to existing Preferred Banking Accounts.

The Preferred Banking Account is a variable rate interest-bearing demand deposit account. You may make withdrawals from the Preferred Banking Account without a required notice period. You agree not to use your Preferred Banking Account for a transaction that would cause your balance in the account to go below zero, or which lacks sufficient funds to complete the transaction. The Preferred Banking Account is not assignable or transferable.

You must deposit a minimum of \$250,000 to open a Preferred Banking Account (unless you already maintain funds in one or more other Accounts that are not less than \$250,000 in the aggregate, in which case there is no minimum deposit amount). You may make additional deposits to the Preferred Banking Account.

The Preferred Banking Account earns a variable rate of interest on funds you keep on deposit. We may change the interest rate at our discretion, without prior notice to you. The rate of interest we pay on the Preferred Banking Account may depend on the amount of the end-of-day collected balance in the Preferred Banking Account, the prevailing rates and any fee we charge.

The Preferred Banking Account may pay a negative interest rate under certain market conditions. Accordingly, in such circumstances, you may lose a portion of your principal balance through depositing funds into the Preferred Banking Account. The Preferred Banking Account may offer the option to receive a variable interest rate based upon an established index which may change periodically according to changes in the index. The Bank reserves the right to change the index by which the variable interest rate is determined as well as the method by which the variable interest rate is determined and applied.

The Bank uses the daily balance method to calculate interest on the Preferred Banking Account. This method applies a daily periodic rate (calculated on a 365/366 day year) to the principal in your Preferred Banking Account. Interest will be compounded and credited to your Preferred Banking Account on a monthly basis. Interest begins to accrue no later than the Business Day the Bank credits your deposit to the Preferred Banking Account.

## 2. Preferred Certificates of Deposit

A Preferred Certificate of Deposit "CD" is a time deposit that provides a fixed or variable interest rate on the funds you agree to leave on deposit for a specific period of time (the "term" of the Preferred CD). You may choose a term from among those offered at the time you purchase your Preferred CD. We may change the rates and terms that we offer on new Preferred CDs and renewals of existing Preferred CDs at any time without prior notice. Please note that Preferred CDs are not evidenced by physical certificates but are recorded electronically in our records.

If you select a Preferred CD with a variable rate, the interest rate will be determined based upon the index specified at the time the Preferred CD is issued (the "Purchase Date"). As a result, the rate for a Preferred CD with a variable rate may change periodically during the term of the Preferred CD if the related index changes before the maturity of the deposit. Preferred CDs with a fixed rate will pay interest at the same rate throughout the term of the Preferred CD. Interest begins to accrue on the Purchase Date for all Preferred CDs (both fixed and variable rate).

### a. Limitations

The minimum deposit to purchase a Preferred CD is \$250,000. In general, the maximum deposit amount is \$25,000,000 (please contact your private banker for larger amounts). You may not add additional amounts to any Preferred CD after it has been issued.

### b. Monthly Account Statements

You will receive a monthly statement which will identify each of your Preferred CDs by its certificate number set forth in the related Truth-In-Savings Rate Information Disclosure Addendum. You should retain the Truth-In-Savings Rate Information Disclosure Addendum and the account statement(s) for your records.

### c. Early Withdrawals

No early withdrawals will be allowed unless otherwise permitted by the Bank in its sole discretion. In the event you request to make an early withdrawal of your Preferred CD and such withdrawal is permitted by the Bank, a penalty will be imposed. If you withdraw the deposited funds within the first six days after the Purchase Date, a penalty equal to seven days' simple interest on the amount withdrawn will be imposed. After the initial six-day period, if the Bank permits you to withdraw the deposited funds before the maturity date, the Bank will impose a penalty as follows: (i) the Preferred CD has a maturity of three months or less, the penalty will equal the amount of interest earned on the principal balance of the Preferred CD; (ii) if the Preferred CD has a maturity of greater than three months but less than or equal to one year, the penalty will equal ninety (90) days' simple interest on the principal balance of the Preferred CD; or (iii) if the Preferred CD has a maturity greater than one year, the penalty will equal six (6) months' simple interest on the principal balance of the Preferred CD. No partial withdrawals of a Preferred CD are permitted.

Notwithstanding the foregoing, no penalty will be charged for early withdrawal upon the death or loss of legal competency of any individual who is the holder of the Preferred CD; however, written verification acceptable to the Bank may be required in such an event.

d. Preferred CD Maturity

Your Preferred CD will mature on the date set forth in the Truth-In-Savings Rate Information Disclosure Addendum relating to that Preferred CD. Upon maturity, the Preferred CD will not automatically renew or roll over and will not continue to accrue interest. Upon maturity, the Bank will transfer the proceeds of your Preferred CD to your DBTCA Deposit Account.

e. Interest Calculations and Payments

The Bank uses the daily balance method to calculate the interest on the Preferred CD. This method applies a daily periodic rate (calculated on a 365/366 day year) to the principal in the Preferred CD. For Preferred CDs with terms of one year or less, interest will be credited to the Preferred CD at maturity. For Preferred CDs with maturities of more than one year, interest earned will be credited to the Preferred CD on each anniversary of the Purchase Date and at maturity.

f. Annual Percentage Yield

The annual percentage yield on a Preferred CD assumes that interest will remain on deposit until maturity. A withdrawal of interest prior to maturity will reduce the annual percentage yield earned on the Preferred CD.

g. No Assignment or Transfer

Preferred CDs are neither assignable nor transferable.

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## VI. Communications

### 1. General

The Bank may:

- Provide communications in English.
- Send communications to one Account owner at the address of record for the Account. Such communications shall be deemed sent to all Account owners.
- Send communications to you by mail at the address that the Bank has for you in its records. YOU AGREE TO NOTIFY THE BANK IF YOU CHANGE YOUR ADDRESS.
- Destroy communications that are returned as undeliverable.
- Stop sending Account statements and other communications to you if three consecutive mailings to your address in the Bank's records are returned as undeliverable.

The Bank is not responsible for communications or other accompanying items lost while not in our possession.

### 2. Notices

Notices informing you of changes affecting your rights and obligations generally will be mailed to you. In some cases, the Bank may post a notice in its banking offices or on its website. The notice may at the Bank's discretion be in the form of a message on, or an insert to, your Account statement. You are responsible for reading all communications from the Bank.

### 3. Account Statements

The Bank will provide you with an Account statement on a monthly basis. You may generally obtain an additional copy of your Account statement. Except as otherwise set

forth in Section IX (“Money Transfers”), each Account statement will be presumed true and correct unless you notify the Bank within 30 calendar days after the Account statement is mailed or made available to you or within 14 calendar days if an irregularity relates to an unauthorized signature on, or alteration of, an item. You agree to provide the Bank with all information necessary for the Bank to investigate any alleged errors or unauthorized items. Please refer to the Section X (“Electronic Funds Transfer Services”) for information on the applicable time periods for reporting errors or unauthorized items in connection with electronic fund transfers. Account statement periods generally vary from 28 to 33 calendar days and may end on different days during the month.

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## VII. Account Charges

You authorize the Bank to debit the Account for any applicable service charges, fees and penalties then in effect in accordance with the Fee Schedule below, as it may be amended from time to time without prior notice (the “Account Charges”). If there are insufficient funds in your Account to satisfy your obligation for Account Charges, the Bank may (but is not obligated to) deduct without prior notice the amounts you owe from any other Account of yours at the Bank, including, but not limited to, a custody account, trust account and/or an investment advisory account. In the alternative, the Bank may overdraw your Account, in which case you agree to pay fees as specified in the fee schedule.

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## VIII. Deposits

Deposits to an Account may be made only from a DBTCA Deposit Account.

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## IX. Money Transfers

Notwithstanding anything to the contrary contained in this Agreement or otherwise, the Bank may reject any transfer request in its sole discretion. Any notice of rejection (whether given orally, electronically or in writing) shall be effective when given, and the Bank shall not be liable for such rejection nor obligated to pay interest or compensation for any period before you receive the notice of rejection. Whenever you request a money transfer, the Bank may use a security procedure to verify your identity.

The Bank will list money transfers in your Account on your Account statements. If you think a money transfer shown on your Account statement or other notice is incorrect, you must send the Bank written notice, including a statement of relevant facts, no later than 60 calendar days (or one year if the transfer is a wire transfer), after the Bank sends or makes available to you the FIRST notice or Account statement on which the error appears. If you fail to provide such notice within the 60 CALENDAR DAY period, you agree that the Account statement activity and your Account balance are correct for all purposes with respect to these transfers and waive all claims against us to recover any losses resulting from said unauthorized or erroneous transfer. You have a right to dispute errors regarding a Remittance Transfer within 180 days after the disclosed availability date of the funds.

Except as otherwise required by applicable law, if the Bank becomes obligated to pay for loss of interest that results from its error or delay regarding a payment order, the Bank may pay such amount to you or credit such amount to your Account. Interest on an interest-bearing account will be calculated using the interest rate applicable to the Account.

FOR MONEY TRANSFERS SUBJECT TO UCC ARTICLE 4A OF THE UCC OR REGULATION J OF THE FEDERAL RESERVE BOARD, THE BANK SHALL BE LIABLE ONLY FOR DAMAGES REQUIRED TO BE PAID UNDER APPLICABLE LAW OR REGULATION. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW OR REGULATION, IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT

LIMITATION, LOSS OF PROFITS OR REVENUE. EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW, YOU WILL INDEMNIFY THE BANK AGAINST AND HOLD IT HARMLESS FROM AND DEFEND IT AGAINST ANY LOSSES, CLAIMS, COSTS, EXPENSES, DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO DISPUTES OR LEGAL ACTIONS BY PARTIES OTHER THAN YOU OR THE BANK CONCERNING ANY MONEY TRANSFER. YOU WILL USE REASONABLE EFFORTS TO ASSIST THE BANK IN RECOVERING THE AMOUNT OF ANY OVERPAYMENT FOR WHICH IT IS LIABLE. THESE OBLIGATIONS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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## X. Electronic Funds Transfer Services

This Section applies to electronic funds transfers initiated by you or others that debit or credit your Account.

### 1. Online/Mobile Banking Services

You may use a computer or a mobile phone to access your Account and perform certain banking transactions using the Internet. When you subscribe to these services, the Bank will provide you with additional agreements and disclosures governing the terms of use for such services. You shall be solely responsible for complying with all applicable local and foreign laws and regulations when you access your Account through the Internet from outside of the United States.

### 2. Transfers by Telephone, Facsimile, Email or Other Electronic Means

The Bank may permit you to request a transfer of funds from your Account(s) by telephone, facsimile, email or other electronic means ("[Verbal Instructions](#)"). Except as provided below and as otherwise provided by law, including Regulation E, you agree that the risk and possible losses from Verbal Instructions are yours. You agree that except as provided below and as otherwise provided by law, including Regulation E, the Bank shall not be liable for any losses arising from Verbal Instructions and you will indemnify the Bank and hold it harmless against any claims by you or third parties, in the event that the Bank effects a transfer after receiving Verbal Instructions and such instructions were not authorized by you, or were misunderstood.

In this regard, the Bank may, but shall not be required to, seek verification of such Verbal Instructions by call back to you or other procedure. The Bank may in its sole discretion refuse to execute Verbal Instructions without incurring any liability to you and shall have no obligation to transfer funds in the absence of written instructions from you.

### 3. Special Provisions Regarding All Requests for Withdrawals from Your Account

You authorize the Bank to withdraw the necessary funds from your designated Account on the date you schedule a transfer request. You agree that you will instruct the Bank to make a withdrawal only when sufficient funds are or will be available in your Account at the time of the withdrawal. If you do not have sufficient available funds in your Account, the Bank may refuse to complete the transaction. Whether the Bank completes the transaction or not, the Bank reserves the right to impose a fee for insufficient funds, and the Bank will make no further attempt to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are insufficient funds in your Account to process the transaction.

#### 4. Recording Telephone Calls

You agree that the Bank may record telephone calls and other electronic communications between you and the Bank and acknowledge that the Bank need not remind you of its recording of such calls and communications except as may be required by law.

#### 5. Email Security

The use of unencrypted email carries a risk of possible interception and revelation to unintended parties. You should not use unencrypted email to send confidential information, such as social security numbers or Account numbers.

#### 6. Periodic Account Statements

All electronic funds transfers posted to your Account during the Account statement period will be listed on your monthly Account statement.

#### 7. Disclosure of Financial Institutions' Liability for Failure to Make Electronic Transfers

If the Bank does not complete a transfer to or from your Account in a timely manner or in the correct amount according to its agreement with you, the Bank will be liable for your actual direct losses or damages. However, there are some exceptions. For example, the Bank will not be liable for any losses or damages if:

- Through no fault of the Bank, you do not have enough money in your Account to make the transfer.
- Circumstances beyond the Bank's control (such as fire or flood) delay or prevent the transfer, despite reasonable precautions that it has taken
- The transfer was rejected or delayed in order to prevent fraud or other illegal activity, to inquire into suspicious activity, to comply with regulatory recommendations or requirements, or as may be otherwise set forth in this Agreement.

#### 8. Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Account:

- Where it is necessary for completing transactions.
- To verify the existence and condition of your Account for a third party, such as a credit bureau.
- To comply with applicable laws, regulations and court orders.
- To service providers who help the Bank meet your needs by assisting the Bank in providing or offering Bank products and services.
- As permitted by our Privacy Notice.

#### 9. In Case of Errors or Questions About Your Electronic Transfers

Telephone the Bank at 1-866-362-4796 or write to Deutsche Bank Trust Company Americas, ATTN: Banking Department, 1 Columbus Circle, MS NYCO1-1930, New York, NY 10019, as soon as you can, if you think your monthly Account statement or receipt is wrong or if you need more information about a transfer listed on the monthly Account statement or receipt. The Bank must hear from you no later than 60 days after it sent the first monthly Account statement on which the problem or error appeared.

To report a suspected error or get more information:

- Provide your name and Account number.
- Describe the suspected error or the transfer in question and explain as clearly as you can why you believe it is an error or why you need more information.
- Provide the dollar amount of the suspected error.

If you notify the Bank orally, we may require that you send us your complaint or question in writing within 10 Business Days. The Bank will determine whether an error occurred within 10 Business Days after it hears from you and will correct the error promptly. If the Bank needs more time, however, the Bank may take up to 45 days to investigate your inquiry. If the Bank decides to do this, it will provisionally credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes the Bank to complete its investigation. The Bank will notify you of the amount and date of the provisional credit within two Business Days of providing the provisional credit to you. If the Bank asks you to put your inquiry in writing and does not receive the written inquiry within 10 Business Days, the Bank may not credit your Account.

If the Bank has provided a provisional credit to your Account in the amount of the claimed error, and after investigation the Bank determines that no error was made, then the Bank will notify you within three Business Days that the Bank will reverse the provisional credit. However, the Bank will continue to honor wire payments, ach, drafts, similar items and preauthorized transfers for five Business Days following the notice of its intention to reverse the provisional credit. The Bank need honor only items that Bank would have paid if the provisionally credited funds had not been debited from your Account.

The Bank will tell you the results within three Business Days after completing our investigation. The Bank will correct the error within one Business Day after the Bank determines an error occurred. If the Bank decides that there was no error, the Bank will send you a written explanation within three Business Days. You may ask for copies of the documents that the Bank used in its investigation.

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

Notwithstanding the above, if you are a business or other entity that is not a natural person, while the Bank will attempt to resolve any suspected errors with respect to your electronic banking transactions as soon as possible, we are not bound by the resolution time limits specified above.

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## XI. Withdrawals

The Bank may forward requests for withdrawals and other transactions to its processing center and use the date that the processing center receives the transaction as the effective date of the transaction. Funds deposited to your Account may not be immediately available for withdrawal. Until the funds are available, you may not withdraw the funds and the Bank will not use funds to pay other debits to your Account. (See Schedule A — “Funds Availability Policy” below.)

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## XII. Lien and Setoff

You pledge the assets in your Accounts and grant the Bank a lien and a right of setoff against your Accounts and on all other accounts with the Bank (including but not limited to any custody account or investment management account), to secure any present or future obligation of yours for the payment of money to the Bank or any of its affiliates, whether matured or unmatured.

You agree that the Bank may, without prior notice or demand, apply or set off the funds in your Account at any time to pay off any debt, whether direct or indirect, you have with the Bank or any of its affiliates and/or any fees or service charges, and you grant the Bank and its affiliates a security interest in each Account to secure such debt, as it may arise. With respect to all of the foregoing, Bank will have all rights of a secured creditor under the UCC and other applicable law.

If you have a joint Account and one or more joint owners are indebted to the Bank or any of its affiliates in any manner, the Bank or its affiliates may use the funds in the joint Account to pay the debt without prior notice to you. This right of setoff does not apply if your right to withdraw funds from the Account arises only in a representative capacity. You further acknowledge and agree that any Federal benefits or other payments deposited to your Account after a date of ineligibility must be returned to the Federal government or other payor, as applicable, and the Bank may set off against any of your Accounts in order to recover any ineligible benefits or payments you may have received if the Bank is obligated to return such payments. If the Bank or any of its affiliates effects a setoff against your Account, you agree to release and indemnify the Bank and its affiliates from all liability for its actions.

The Bank will notify you by mail of the set off together with the reasons for the set off prior to or on the same Business Day of such action. Failure to provide the notice shall not be deemed to affect the validity of the Bank's right of set off.

Notwithstanding the above, the Bank will not assert, claim or exercise any right of set off against any Account into which social security or supplemental security income payments are deposited pursuant to an agreement with the Bank which provides that such payments be deposited directly into such Account without presentation to the depositor at the time of deposit.

In the event, your Account(s) are involved in legal proceedings and the Bank incurs any fees or expenses in connection with such matter, such as for responding to subpoenas, then the Bank may charge your Account(s) for such fees or expenses actually incurred.

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### XIII. Miscellaneous Provisions

#### 1. Closing an Account

At any time at the Bank's sole discretion, the Bank may close your Account without giving you prior notice and pay over to you the net balance in the Account subject to the Bank's right of prior lien and right of setoff. The Bank will use commercially reasonable efforts to contact you to obtain electronic payment instructions in order to settle the net balance in your account. If the Bank is unable to contact you after using commercially reasonable efforts, the Bank may mail a check for such net balance to you at the address to which it sent your last Account statement unless you have notified the Bank of a new address. If your Account reaches a zero balance, the Bank may consider your Account closed. After your Account is closed, the Bank may return deposits and other items that it receives without any liability on the part of the Bank.

You may generally close your Account at any time without advance notice. The Bank may, however, require you to give it advance notice in accordance with this Agreement if you intend to close your Account by withdrawing all your funds from a Money Market Deposit Account. You or the Bank may close a Certificate of Deposit at maturity without advance notice.

After your Account is closed, the Bank shall have no obligation to accept deposits in, or honor any pending withdrawal requests, from such Account. The Bank has the right to advise consumer reporting agencies and other third-party reporting agencies of Accounts closed for misuse, including without limitation kiting or impermissible overdrafts.

## 2. Amendments to these Terms and Conditions

The Bank may modify these Terms and Conditions from time to time and such modified Terms and Conditions will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If you continue to maintain your Account(s) with the Bank after the effective date of the amendments, then you will be deemed to have accepted those amendments. Without limiting the foregoing, these Terms and conditions may be modified or terminated without notice as may be required in order to comply with any applicable federal or state laws or regulations.

## 3. Overdrafts

You are not authorized to overdraw your Account, and the Bank shall have no obligation to pay or honor any item or withdrawal request unless it is drawn or requested against available funds credited to your Account. Overdraft transactions paid by the Bank are not a guarantee that future overdraft transactions will be honored. Funds in your Account are not available if they are subject to a hold, dispute or legal process that prevents their withdrawal. If the Bank pays an item or honors a request of yours that overdraws your Account, or if a deposited item has been returned unpaid, or for any other reason your Account has become overdrawn, you agree to pay the amount of the overdraft immediately, whether or not you signed or requested the withdrawal or participated in the transaction creating the overdraft.

You hereby authorize the Bank to apply any subsequent deposit to the Account against the amount of any overdraft and resulting charges.

You agree to pay all costs and expenses, including attorneys' fees, incurred by the Bank in the collection of any overdraft.

## 4. Tax Information, Reporting and Withholding

The Bank is generally required each year to report to you and to the Internal Revenue Service ("IRS") the amount of interest earned on the Account. If you are a citizen or resident alien of the United States, when you open your Account, the Bank is required to obtain a certified U.S. Taxpayer Identification Number ("TIN") and information regarding your backup withholding status. You must certify that you have provided your correct TIN and backup withholding status.

For individual Accounts, your TIN is your Social Security Number ("SSN"). For joint Accounts with more than one owner, the TIN of the first person listed on the Account is used if that person is a U.S. citizen or resident alien. Resident aliens who do not qualify for a SSN should provide their Individual Taxpayer Identification Number (ITIN). For other Accounts, the TIN is the owner's Employer Identification Number (EIN).

If you do not provide a certified name and TIN, or if the IRS notifies the Bank that the name or TIN you provided is incorrect, or if the IRS notifies the Bank that you failed to report all your interest and dividends on your tax return, the Bank may be required to impose backup withholding on the interest earned on your Account and pay the withheld amount to the IRS.

You should consult your tax advisor for additional information.

## 5. Death or Incompetence

You agree to notify the Bank promptly if any owner or authorized signer on your Account dies or is declared incompetent by a court. Until the Bank receives a notice of death or incompetency, it may continue to act with respect to your Account as if all owners and signers were alive and competent, and the Bank shall not be liable for any actions or inactions taken in connection with the Account.

When the Bank receives a notice that an owner has died or been declared incompetent, it may place a hold on your Account and refuse to accept deposits or permit withdrawals. The Bank may hold any funds in your Account until it confirms the validity of the notice as well as the identity and authority of the successor owner or owners. This may also include receipt of satisfactory documentation of a duly appointed estate executor or administrator.

If the Bank receives a deposit of salary, pension, Social Security or other income payable to a deceased owner after the date of his or her death, and the Bank credits such deposit to your Account, it may debit your Account for the deposit and return such amount to the payor.

## 6. Escheat and Unclaimed Property Laws

Escheat and unclaimed property laws of the various states require the Bank to turn over personal property in abandoned Accounts to the applicable state. In this regard, the applicable state is generally the state of your last known address as shown in the Bank's records, which is usually the address used for your Account statements.

Your Account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law:

- Made a deposit or withdrawal in your Account;
- Written to or otherwise contacted us about your Account; or
- Otherwise shown an interest in your Account, such as by asking the Bank to keep the Account active.

Before turning over the funds in an abandoned account, we may, as required by law, send a notice to the address we currently maintain for your Account statements. We may not send this notice if mail previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge the account costs incurred in remitting funds to the state including the expenses of any notice, advertisement, payment and delivery of the Account to the applicable state agency. These charges are not refundable. You may be able to recover unclaimed property turned over to a state by contacting that state. If your Account has been inactive for one year or longer, then (unless prohibited by law) we may stop sending Account statements to you.

## 7. Delay, Waiver and Severability

A delay by the Bank in enforcing its rights will not affect your obligations to the Bank under this Agreement. Also, if the Bank waives a provision of this Agreement, the waiver applies only to that provision in that specific instance and not to other provisions or future situations.

If any part of this Agreement is invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

## 8. Governing Law, Consent to Jurisdiction and Jury Waiver

Except to the extent preempted by Federal law, this Agreement and the rights and obligations of both you and the Bank shall be governed by the laws of the State of New York without giving effect to provisions relating to the choice of law. Each party hereto consents specifically to the exclusive jurisdiction of the Federal courts of the United States sitting in the Southern District of New York, or if such Federal court declines to exercise jurisdiction over any action filed pursuant to this Agreement, the courts of the State of

New York sitting in the County of New York. In connection with the foregoing consent, each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the court's exercise of personal jurisdiction over each party to this Agreement or the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

The Bank is subject to regulation and supervision by the New York State Department of Financial Services. You can contact the Department of Financial Services by calling (800) 342-3736 or writing to the Department of Financial Services, One State Street, New York, NY 10004.

THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

#### 9. Special Provision Regarding Subaccounts

At the Bank's discretion, the Bank may divide your Account into two subaccounts: a transaction subaccount and a Money Market Deposit Account subaccount. For purposes of recordkeeping, fees, minimum balances and your Account access, these subaccounts will be treated as a single Account. In the event the Bank establishes this subaccount structure, you may only access the Money Market Deposit Account subaccount through dealings on your transaction subaccount. When you give instructions to withdraw funds from your transaction subaccount, the Bank will transfer funds as necessary from your Money Market Deposit Account subaccount to replenish your transaction subaccount. Your Account statement and other records of your Account activity will not reflect the subaccounts in any way.

Should your transaction subaccount balance exceed a threshold amount as determined by the Bank, the Bank may transfer all funds in excess of that amount into your MMDA subaccount. No more than six transfers in a [Preferred Banking Account] statement cycle may be made from your MMDA subaccount to your transaction subaccount. Accordingly, upon the sixth transfer from the MMDA subaccount in any Preferred Banking Account statement cycle, the entire balance of the MMDA subaccount will be transferred into the transaction subaccount. The Bank may change the threshold amount at its discretion at any time.

The Bank reserves the right to require you to provide seven day's written notice of an intent to withdraw funds from your Money Market Deposit Account subaccount.

Payment by the Bank without requiring seven days' written notice will not constitute a waiver of the Bank's right to require the notice.

## 10. Assignments and Successors

This Agreement shall be binding on your heirs, executors and successors. You may not assign, transfer or grant a security interest in your Account(s) without the prior written permission of the Bank.

## 11. Treatment of Accounts upon Insolvency of Deutsche Bank AG and the Bank

New York Banking Law authorizes the New York Superintendent of Financial Services to take possession of the business and property of the Bank under certain circumstances, generally including violations of law, unsafe or unsound practices or insolvency. In addition, if Deutsche Bank AG were to become insolvent, the New York Superintendent of Financial Services would be authorized to take possession of the Bank.

Depositors, including holders of Accounts, are creditors of the Bank. In liquidating or dealing with the Bank's business after taking possession, the New York Superintendent of Financial Services may accept or reject the claims of creditors that arose out of transactions with the Bank. Those claims that are not rejected are "accepted" with respect to the Bank's assets to the exclusion of the claims of other creditors of Deutsche Bank AG or its branches other than the Bank, without prejudice to the rights of the holders of such accepted claims to be satisfied out of other assets of Deutsche Bank AG outside of New York, if possible. Certain of the assets of the Bank may represent loans to or claims upon other branches or subsidiaries of Deutsche Bank AG.

After the claims of creditors of the Bank are paid out of the business and property of the Bank, the New York Superintendent of Financial Services will turn over the remaining assets, if any, to Deutsche Bank AG or its liquidator or receiver.

## 12. Fee Schedule

The Bank will charge various fees in connection with your Account as set forth on the following fee schedule.

Services	Fee
Overdraft	No Charge
Additional Account statements	No Charge
Processing of any garnishment, tax levy or other court administrative order against your account, whether or not the funds are actually paid. Order may include multiple years of checks and statements.	Up to \$75.00 flat fee (covering administrative costs including processing fees)
Special handling	\$50.00 per handling <sup>1</sup>
Special Projects	Depends on the scope of the project

<sup>1</sup> Dependent on courier used, additional charges may apply.

## Schedule A—Funds Availability Policy Disclosure

### Your Ability to Withdraw Funds at the Bank

This disclosure describes when deposited funds with the Bank become available to you for withdrawal. The Bank's policy is to make deposited funds available in an expeditious manner. However, certain delays can apply. Prior to the time deposited funds are available, you may not withdraw these funds. Once funds are available, transfers of funds can only be made to a deposit account at DBTCA.

### Standard Funds Availability Schedule Same Day Availability

Funds transferred on a Business Day from your DBTCA Deposit Account to an Account are credited to the Account and are available to you on the same Business Day.

## Schedule B—Customer Identification Program Notice

### Important Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who establishes an account, investment or other business relationship with a financial institution. This means that we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents such as a certificate of formation or good standing (legal entities) or a passport or other photo identification (individuals).

### Information Sharing

You authorize the Bank to share information about you and your Account as set forth in our Privacy Policy, including any disclosures that (1) the Bank believes are required by applicable law and regulations that apply to the Bank or others, including disclosure of information about you and your Account to any government agency or self-regulatory body on request, (2) is necessary or appropriate in connection with the Bank's provision of services under this Agreement, or (3) is requested by a financial institution, financial intermediary, or other third party in order to assist such person with compliance with law applicable to such person in connection with services provided to you or on your behalf.

### 3rd EU Notice

Governmental rules have also broadened the scope of our firm's obligations to aid in the fight against money laundering and terrorist financing; these rules call for an active involvement of both asset management firms and their clients. For new and existing clients, we currently have a legal obligation to ask our customers questions regarding their identities, addresses, source of funds and, if necessary, legal representatives, authorized signatories, beneficial owners or control structures and to collect requisite documentation to substantiate the information. Also, enhanced anti-money laundering requirements require that should any of the above personal or institutional information change, our clients would be obliged to immediately notify us of the change(s) and provide us with relevant documentation to verify these changes.

“Deutsche Bank” means Deutsche Bank AG and its subsidiaries and branches. Deutsche Bank Wealth Management represents the wealth management activities conducted by Deutsche Bank . Clients are provided Deutsche Bank Wealth Management products or services by the legal entities identified to clients in the contracts, agreements, offering materials and/or other documentation relating to such products or services. Banking and lending services are offered through Deutsche Bank Trust Company Americas, member FDIC, and other Deutsche Bank subsidiaries and branches.