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Private Wealth Management

Deutsche Bank

D B InSight Agreement

Deutsche Bank Trust Company America

280 Park Avenue

New York, NY 10017

Gentlemen:

In connection with my request that Deutsche Bank Trust Company Americas make available to me the DB InSight service, I confirm

that I have read the Standard Terms and Conditions for DB InSight, a copy of which has been furnished to me, and agree to all of the

terms and conditions specified therein. I further agree to abide by any amendments thereto effected hereafter in accordance with

Section 1 thereof. This letter constitutes an agreement between Deutsche Bank Trust Company Americas and the undersigned as of

the date hereof, which shall be governed by and construed in accordance with the laws of the State of New York.

Prior to authorizing any third-party to access my accounts or any of them via the DB InSight service, I agree to execute a further

authorization letter in a form furnished to me by Deutsche Bank Trust Company Americas and to be bound by the terms thereof.

I ACKNOWLEDGE THAT SECURITIES ARE NOT FOIC-INSURED, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF DEUTSCHE

BANK TRUST COMPANY AMERICAS, OR OTHER MEMBERS OF DEUTSCHE BANK GROUP, OR ANY OTHER BANK, AND ARE

SUBJECT TO INVESTMENT RISK, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL INVESTED.

Very truly yours

Date:

Customer Name: j^C\i\\^r

Signature: ^ ^

Title (If kpp.y _____)

Email Address (required):

Customer Name:

Signature: ^

Title (If Apikr;

r S hu I i

JlA LX^ t0IA Email Address

(REQUIRED);

[Executed also on behalf of the Associated Account Holders as defined In the Terms and Conditions, II any]

My Authorization is for the current and future custody accounts of the following Account Holder(s):

; Account Number(s):

jhoUIC

L^al Entity l\Lame:

Additional Authorized Account Holders are listed on "Exhibit A"

Agreed to and Accepted by:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By:

Title:

NAOSODODDlSTVH-DODlOabD^

rev 06/08

EXHIBIT A

In connection with authorization provided in the DB inSight Agreement for On-Line Statements, the following are additional current

and future custody accounts of Account Holder(s) requested to be available through the DB inSight service:

Legal Entity Name:

Account Number(s):

,200

ijL

Authorized this

day of

VLALt-W

Customer Name:

Customer Name:

Signature:

Title (If App.):^^^_____

Email Address (required):

Signature:

Title (ifApp.):__

Email Address

(REQUinED):ijf/^^/f

[Executed also on behalf of the Associated Account Holders as defined In the Terms and Conditions, If any)

Deutsche Asset

& Wealth Management

DBTCA Deposit Account Opening Application

TM

Private Wealth Premium™
Banking Services
 Consumer Debit Card #
TM
Private Wealth Premium
Elite Business Accounts
 Checking Acct. #
Private Wealth Premium
Elite Personal Accounts
Q Checking Acct. #
 Elite Checking with Interest
Acct. #
APY
 Elite Money Market Deposit
Acct. #
APY _____
 Certificate of Deposit
Acct. #
APY _____
Term _____
 Elite Checking with Interest
Acct. #
 Joint Applicant Debit Card #
APY
 Business Debit Card #
 Elite Money Market Deposit
Acct. #
 Deluxe Checkbook Style #
APY
 Name Only
Name and Address
Q Duplicate Statement
Addr
Q Certificate of Deposit
Acct. # _____
APY _____
Term
 DB AG NY Preferred
Certificate of Deposit
Acct. #
APY _____
Term
Promo term
(DBTCA deposit account required,
along with a DB AG Preferred Terms
and Conditions)
 Cash Master Sweep Account
Checking Acct. # _____
Elite Money Market Deposit
Acct. #
APY

' Target Amount _____
Trigger Amount _____
 DB AG NY Preferred
Certificate of Deposit
Acct. # _____
APY
Term _____
City
State
Zip Code
0 Mailing address (if different)
Name
Addr.
City _
State
Promo term
(DBTCA deposit account required,
along with a DB AG Preferred Terms
and Conditions)
Zip Code
TM
Private Wealth Premium
Internet Banking Services
 DB Private Wealth Online Plus
 Link to Existing Online Relationship
(User/Co. ID Number)
Client Relationship
0 Corporation
 Limited Liability Company
 Custody under NY UTMA
 Individual Account
ra Joint Tenants with Right
 of Survivorship
n Foundation
 Partnership
 Non-Profit Organization
 Joint Tenants in Common
 Limited Liability Partnership
 Attorney Trust Escrow
 In Trust For/Payable on
Death/As Trustee for
 Trust
0 Landlord Master Escrow
 Estate
13-AWM-0101
NAOSOD00015974-000108609
013959.032613
Account Title and Joint Application Information
V j -0^ 'w, Ic A i»-Ni
Name of Account Title
(last name, fir^name, middle initial) or Business

^'73-0F'9.:? 33

Joint Applic,^

(last name.f fct name, middle initial) ^

Social Security Number or Taxpayer ID Number

TX A-i>f Jpi 8k

HoiL A/r loo^:,^

City, State and Zip Code ,,

Social SecuriW Number or Ta>^ayer ID Number ,

3u I <cwst 4ff '6H

3oP.IC f^Y IQ0i'5

Address

Address

City, State and Zip Code

^rni

Home Telephone Number

Home Telephone Number

Business Telephone Nt^ber

y S/7/f/y

Business Telephone Number

I h2.P, R'i

(\/es Lie.

bate of Birth ^

Date of Birth

Sroi^e'^ r

Name of Employer

!\jy 10031

Address

Address

City, State and Zip Code

City, State and Zip Code

Notice of Customer IcJentification Policy

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).

3rd EU Notice

Governmental rules have also broadened the scope of the Bank'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.

Telephone, Facsimile or Email Instructions

By signing below, you agree that from time to time you may give instructions by telephone, facsimile or email regarding the above captioned account(s) (defined herein as "Verbal Instructions"). It is understood that the risk of Verbal Instructions being given by person or persons purported to be you is your own. Absent the gross negligence or willful misconduct of Deutsche Bank Trust Company Americas (DBTCA), you agree to indemnify and hold harmless DBTCA for any claims, losses, expenses, costs or attorneys' fees resulting from DBTCA's acting upon such misunderstood and unauthorized Verbal Instructions. You understand that DBTCA may, but shall not be required to, seek verification of your verbal, facsimile or email instructions by call back. In case of doubt, DBTCA may in its sole discretion refuse to execute your Verbal Instructions or any part thereof, without incurring any liability. DBTCA is under no obligation to execute your Verbal Instructions to transfer funds or securities to any account(s) without written instructions bearing your original signature.

Joint Account Disclosure

You have opened a joint account with DBTCA and acknowledge receipt of the following information: This deposit and any additions to the account shall become the property of each owner as joint tenants, and DBTCA may release the entire account to any owner during the lifetime of all owners. DBTCA may honor checks, orders or withdrawal requests from any owner during the lifetime of all owners. The Bank may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account. DBTCA may honor checks, orders or withdrawal requests from the survivor(s) after the death of any owner(s) and may treat the account as the sole property of the survivor(s) after the death of any owner(s). Unless DBTCA receives written notice signed by any owner not to pay or deliver any joint deposit or addition or accrual, DBTCA shall not be liable to any owner for continuing to honor checks, orders or withdrawal requests from any owner. After the receipt of the notice referred to in the previous sentence, DBTCA may require the written authorization of any or all joint owners for any further payments or deliveries.

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ATM/Debit Service

You agree that the retention or use of the ATM/Debit card constitutes acceptance of the terms and conditions of the Cardholder Agreement contained in the Terms and Conditions of Deposit Accounts.

Internet Banking Service

If you have selected to receive Internet Banking Services, you understand that you will be required to enter into a separate Internet Banking Services Agreement with DBTCA before you can access the Internet Banking Service.

Acknowledgement of Receipt of Privacy Notice

By signing below, you acknowledge receipt of DBTCA's Privacy Notice included in the Application Package.

Non-US Individuals: Confirmation of Tax and Compliance Responsibilities.

You confirm that it is your responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable to you in any relevant jurisdictions that may arise in connection with assets, income or transactions in your account(s) and your business relationship with DBTCA.

Non-US Organizations: Confirmation of Tax and Compliance Responsibilities.

You confirm that it is your responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable to it in any relevant jurisdictions that may arise in connection with assets, income or transactions in your account(s) and your business relationship with DBTCA. Furthermore, you confirm that the necessary information (to the best of your knowledge and capabilities) is made available no less than annually to the relevant beneficial owner(s), settlor(s), beneficiary(ies), partner(s), etc. to enable him/her/ them to fulfill any respective tax obligations that may arise for him/her/ them in connection with your business relationship with DBTCA.

Please complete and attach separate W-8 or W-9 documentation as applicable.

Terms and Conditions and Representations

By signing below, you acknowledge receipt of the Terms and Conditions for Deposit Accounts attached to this Application and agree to be bound by them. In addition, you agree to notify us immediately of any material change to the information provided by you on this Application.

You represent and warrant that all of the information provided by you on this Application is accurate.

The Terms and Conditions for Deposit Accounts are subject to change.

Acceptance

You understand that this application is subject

to the terms and conditions of the

Account Holder's Signature and Acceptance by DBTCA.

Date

lotder's Signature
Joint Aci
Date

For Bank Use Only Reviewed by:

Name
Title
Date

Accepted by DBTCA:

Name
Title

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■ Mr

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Date

Accepted by DBTCA;

Name
Title

NOC

Date

3

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W-9

Request for Taxpayer

Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Form

(Rev. December 2011)

Department of the Treasury

Internal Revenue Service

Name (^sbnw on youj; income tax return) .

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Business name/disregarded entity name, if different from above

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a

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership

Trust/estate

c

o

n Exempt payee

r~l Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

II

■C =

Q. o

n other (see instructions) ▶

f

City, state, and ZIP code ^

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Requester's name and address (optional)

I

CO

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Parti

Social security number

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line

to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a

resident alien, sole proprietor, or disregarded entity, see the Part I

Instructions on page 3. For other

entities, it is your employer identification number (EIN). If you do not have a number, see How to get a

TIN on page 3.

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Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose

number to enter.

Certification

Part II

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am

no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and

generally, payments other than interest and dividends, you are not required to give instructions on page 4. In the certification, but you must provide your correct TIN. See the

Sign
Here

Signature of
U.S. person ▶
Date ^

General Instructions ^/ ^

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer Identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701 -7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form W-9 (Rev. 12-2011)

Cat. No. 10231X

DB InSight Account Set Up Form

(Use one form per user)

All four sections of this form must be completed before access can be granted to DB InSight.

After completing this form, please submit along with the other required signed documents to

the DB InSight Help Desk:

Mall Stop JCY03-0799, Tel: (800) 221-2922, Fax (201) 860-4546

1. Client/User Information: (MANDATORY)

Client First and Last Name (as It appears on other legal documents):

User's First and Last Name (person gaining access to the system)

User's Address: (no P.O. Box - InSight kit is sent via FedEx)

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User's Phone Number: (important for FedEx delivery)

User's E-mail Address:

Verification Hint: (Password Reminder)

2. Computer Information: f0otionaii

Brand and Model of computer (IBM Aptiva, Compaq Presario, Dell Dimension, Apple Powerbook):

Brand and Model of processor (Intel Pentium, Motorola G3):

Operating System (Windows 3.1, 95, 98, NT; Mac OS 7,8):

System Memory (RAM) in Megabytes (16MB, 32MB 64MB):

Internet service through (AOL, AT&T, internal network EAU):

Type/Speed of connection (56K, Ethernet, iSDN, DSL, Cable): (minimum 56K required)

Microsoft internet Expiorer (version 5.5, SP2)

NAOSODODDlS'lTR-DDDldflbl^

3. ARROunt Linkage

Total number of accounts:

Account Type

Account #

GCIS#

Private Banking Contact(s)

Example: US Custody

123456

00000011222

Jane Smith

4. User Entitlements fTo be completed by Internal Requestor)

YES

NO

Performance:

Search Toolkit:

YES

NO

Please Complete All Information Below:

Submitted by:

Title:

Service Team:

Date:

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 USERS]

Business Name

Name/Title

Date

Signature

DEUTSCHE BANK TRUST COMPANY AMERICAS

By

Print Name/Title

Date

[FOR ALL OTHER USERS]

kK

Account Name

Name/Title

Signature^

Date

WM134667

010198.091613

21

Barcode_Num

Deutsche Asset

& Wealth Management

DB Private Wealth Online Plus Account Opening Application

Client Information

V

Client/Company Name

Online Contact Name

Title

3d(8h

Address

/Ve'w

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Deutsche Ban^

.A-

Accoifnt Holcl^r''s Signature ^ r/

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Printl)f^me 0 ^ ^

Prepared by:

Date; _____

Approved by

Wealth Advisor:

(7

Note: Access to DB InSight is the recommended portal to DB Private Wealth Online

Date:

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Deutsche Asset

& Wealth Management

Signature Card

Deutsche Bank Trust Company Americas

Account Holder Title

n Individual

Account Number

Number of Signatures

Required:

ITF/POD/ATF* Corporate

Limited Liability

Corporation

Other: _____

0 Joint, with Rights D Joint, Tenants 0 Partnership

in Common

of Survivorship

li'o

V \ Q. r

Print Nami^

Signa

/a.

Signature

Prirvf^Name

Signature

Print Name

Signature

Print Name

Approved

Power of Attorney

Date

Date of Power of Attorney

Specimen Signature

* For ITF/POD/ATF See Supplemental Terms and Conditions

13-AWM-0359
NAOSOD00015974-000108609
006678.080913
Deutsche Asset
& Wealth Management
Signature Card
Deutsche Bank Trust Company Americas
Account Holder Title
~ Individual
Account Number
Number of Signatures
Required;
 ITF/POD/ATF* Corporate
 Limited Liability
Corporation
 Other: _____
B Joint, with Rights Joint, Tenants Partnership
in Common
of Survivorship

Print Na

Print Nafne
Signore
Signature
Print Name
Signature
Print Name
Approved
Power of Attorney
Date
Date of Power of Attorney
Specimen Signature

* For ITF/POD/ATF See Supplemental Terms and Conditions

13-AWM-0359
NAOSOD00015974-000108609
006678.080913
Private Wealth Managermenl
Deutsche Bank
DB Private Wealth Premium Remote Deposit Capture
Account Opening Application

A/ £Yf\J4 . % o //.f^
Name
%! fast .Sito-/, l(i
y-ag/tf, A/y im3
Mi'3i5-hin
Address
City, State Zip Code
Phone

X shall k t Cotn

Email address

Account Information

Account Number(s)

Account Nickname(s)

Remote Deposit Capture Users

First

Last

First

Last

First

Last

First

Last

For Office Use Only

Primary Officer

if i have selected to receive Remote Deposit Capture Services,
i understand that i will be required to enter a separate Service
Agreement with Demsche Bank before i c^access the
Remote p.epdsit Caowire.

secondary Ufticer

Prepared by

Date

Account^Holder's bignature^^^T^^^

Approved Dy weaitn Advisor Date

NA0S0DDDDLS^7M-00DlDflbDg

(06/08)

Deutsche Bank

Private Wealth Management

Addendum to the Terms and Conditions of Your Deposit Account for
Electronic Item Submission Software and Related Equipment and Services

1- Purpose of Addendum.

a. In connection with the Terms and Conditions of Your Deposit Account (the
"Deposit Agreement") between the
Undersigned ("you") and Deutsche Bank Trust Company Americas (the "Bank")
and pursuant to this addendum
(including its exhibits and schedules) (collectively, the "Addendum"), the
Bank agrees to provide you with: (a) a
sublicense for the software identified as the Licensed Software on Exhibit A
to this Addendum (the "Licensed Software")
and the related documentation, including without limitation the User Guide
(the "Documentation"), and (b) the
applicable optional remote scanner hardware identified as the Remote Scanner
Hardware on Exhibit 1 to this Addendum

or on a subsequent order(s) for an additional Remote Scanner Product(s) which may be provided by the Bank (the "Remote Scanner Hardware") and related services as described in this Addendum.

b. Through the use of the Licensed Software and the Remote Scanner Hardware or other Authorized Equipment (as defined in Exhibit A of this Addendum), together with the other hardware, software and services required for you to use the Licensed Software and Remote Scanner Hardware or Authorized Equipment, as applicable ("Required Items"), you should have the ability to create and to send electronically to the Bank images of original paper checks ("Checks") and deposit tickets related thereto and, subject to the provisions of this Addendum, the ability to perform the other functions of the Licensed Software set forth in the applicable Documentation. You acknowledge and agree that the Bank has the right to provide the products and services provided under this Addendum either itself or through third party suppliers or contractors, and that some or all of the products and services provided under this Addendum will be provided by such third parties.

c. In accordance with the Deposit Agreement, until the electronic image of a Check is received in legible form and such receipt is acknowledged by the Bank, no deposit shall become effective and you shall bear the risk of loss. Moreover, you may not use the Licensed Software and the Remote Scanner Hardware to deposit checks drawn to third party payees or to redeposit previously deposited checks. All checks deposited using the Licensed Software and the Remote Scanner Hardware must bear all appropriate endorsements.

2. License for and Restrictions on Use of the Licensed Software.

You will have the right to use the Licensed Software subject and pursuant to the terms of this Addendum.

3. Remote Scanner Hardware and Related Maintenance and Support Services.

In accordance with this Addendum, the Bank will use commercially reasonable efforts:

a. To deliver the applicable Remote Scanner Hardware within a reasonable time to your location as set forth in below or such other location as is identified on a subsequent order(s) accepted by the Bank for any additional Remote Scanner Product(s), and

b. Thereafter, to provide the related Scanner Support Services as further described in Exhibit B of this Addendum.

c. The Bank shall have no obligation to provide any support services for any Remote Scanner Hardware or other Authorized Equipment (as defined in Exhibit A of this Addendum) purchased by you from a third party supplier.

4. Required Items.

You acknowledge and agree that it will be your responsibility to:

- a- Obtain any Authorized Equipment other than the Remote Scanner Hardware;
- b. Obtain any other Required Items, including, without limitation, all

equipment required for you to access and use the Internet;

c. Install and operate the Remote Scanner Hardware or other Authorized Equipment and the Required Items; and

d. Ensure that the applicable Remote Scanner Hardware or other Authorized Equipment is, and that the other Required Items are, operational, accessible and supported at all times and accessible by the Bank at the times reasonably requested by the Bank for the Bank to fulfill Its obligations under this Addendum and/or the Deposit Agreement. Please contact your Relationship Manager for information regarding Required Items, including updates on browser versions.

e. Ensure that you have the appropriate security systems in place on your computer to prevent a third party from obtaining access to the information on your computer with respect to the Remote Scanner Hardware, the applicable Software, and any data generated from the Hardware or Software that you store on your computer.

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5. Limitation of Liability; Indemnification.

The Bank warrants that the Licensed Software will operate in all material respects in a reasonable manner in accordance with its applicable Documentation. The Bank's sole obligation under (and your exclusive remedy for a breach of) the foregoing warranty shall be to use commercially reasonable efforts to:

a. correct, repair, replace or adjust the Licensed Software to operate in such manner, or

b. provide an avoidance procedure, reasonable under the circumstances, for the failure of the Licensed Software to so operate.

You acknowledge that the Bank:

i. Has no means of controlling communication by means of the Internet or any other telecommunications service which you may select to transmit images that pertain to your account(s), and therefore, that such information may be intercepted.

ii. Is not responsible for the performance of any hardware or software not manufactured by the Bank, or for the performance of any Internet service provider or other provider of telecommunications service.

iii. Has not manufactured the Licensed Software, the Remote Scanner Hardware or the Scanner Software.

c. Except for the Bank's obligation set forth in section 5(a) of this Addendum:

i. The Bank, its affiliates, and all manufacturers, suppliers and licensors (collectively, the "Providers") of all portions of the Licensed Software, any Remote Scanner Hardware and/or any other software, documentation, product or service provided hereunder (collectively, the "Products and Services"),

shall have no liability to you or any third party for any losses, damages, liabilities or costs suffered or incurred by you or by any third party, (whether direct, indirect, incidental, special, punitive or consequential) even if advised of the possibility thereof, arising from your acquisition or use of the Products and Services or any other matter arising under or related to this Addendum.

ii. The Products and Services are provided "as is" and "where is," and neither the Bank, its affiliates nor any Provider makes any warranties or representations of any nature, express or implied, with respect to this Addendum,

including without limitation with regard to any of the Products and Services.

iii. The Bank and its affiliates and the Providers expressly disclaim any and all warranties and representations, express or implied, arising by law or otherwise, with respect to the Products and Services, including without limitation all warranties of merchantability and of fitness for a particular purpose, non-infringement or otherwise.

iv. Neither the Bank, its affiliates nor the Providers warrant that the operation of any software provided or used by the Bank or its agent(s) hereunder will be error-free or that its operation will be uninterrupted, and the Bank, its affiliates and the Providers of the Products and Services hereby disclaim all liability on account thereof.

V. To the extent that the Licensed Software or any other software used in connection with the Products and Services includes character recognition functionality, you acknowledge that character recognition is a statistical process and recognition errors are inherent in the process; and that, without limiting the generality of the foregoing subsections of this Section 5, the Bank, its affiliates and the Providers expressly disclaim any and all warranties with respect to the accuracy of the character recognition process, and you further acknowledge and agree that neither the Bank, its affiliates nor the Providers shall have any liability for character recognition errors whether or not caused by such character recognition functionality.

vi. You agree to indemnify and hold the Bank and each of the Providers and their affiliates, third party software provider(s) and its and their parents, subsidiaries and their directors, officers, employees and agents harmless from, any and all liability, damages, losses, costs and expenses (including, but not limited to, attorney's fees), arising or resulting from (i) any act or omission by you which would cause the Bank, any of its Affiliates or any Provider of the Products and Services to be in violation of or noncompliance with any applicable law, rule or regulation; (ii) any unauthorized use of or access to the Licensed Software or any other product, service or other materials provided to you hereunder; (iii) the unauthorized processing of Items using the Licensed Software or Remote Scanner Hardware

or other Authorized Equipment; or (iv) any other failure by you to comply with the terms of this Addendum.

6. Fees.

You agree to pay (a) any and all fees and charges applicable to the Licensed Software, Remote Scanner Hardware, the Scanner Software and related services, including without limitation maintenance and support services, which are provided to you under this Addendum, as set forth on Schedule 1 to this Addendum or in any other applicable provision of this Addendum or other agreement or applicable writing executed by both parties. Such fees do not include any telecommunications fees, any fees for you to connect to the Internet, or any other fees for any Required Items, which fees are your sole responsibility. Further, such fees do not include the Bank's customary and usual fees applicable to your account(s). The Bank may upon thirty days' prior written notice to you increase the fees and charges applicable to this Addendum, including but not limited to those applicable to the Products and Services.

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7. Amendment and Termination.

a. This Addendum may not be amended or modified by the Bank upon 30 days written notice to you; provided, however, that the Bank shall be authorized to amend this Addendum immediately to the extent necessary to comply with any requirements of applicable law or regulation.

b. Any provision in this Addendum which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but shall be valid and enforceable to the fullest extent permitted by law. Moreover, if any provision of this Addendum is or becomes invalid or unenforceable, the validity of the remainder of this Addendum shall remain in force and such provision shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with applicable law and without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

c. This Addendum will terminate upon the expiration or termination of the Deposit Agreement. In addition, this Addendum may be terminated by either party upon sixty days' written notice; provided, however, that the Bank may terminate this Addendum immediately at any time upon written notice in the event that the Bank ceases to offer, generally, sublicenses for the Licensed Software and related services.

d. Upon termination of this Addendum, you shall, at your expense, deliver to the Bank all Licensed Software Documentation and any other confidential information of the Bank, its affiliate(s) or any Provider of the Licensed Software or Documentation (the "Vendor Confidential Information"), or at the Bank's request, destroy, to the extent requested, all copies of the Licensed Software, Documentation and Vendor Confidential

Information in your possession or control.

You shall certify in writing to the Bank that all copies of the Licensed Software, Documentation and Vendor Confidential Information have been delivered or destroyed in accordance with this paragraph and the Bank's instructions.

8. Each party's rights and obligations under Sections 5 and 6 of this Addendum, and all obligations relating to non-use and nondisclosure of information will survive termination of this Addendum for any reason.

9. Force Majeure.

The Bank shall not be responsible for any delay or failure to perform its obligations hereunder if such delay or failure is caused by circumstances beyond its 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, 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 (collectively, "Force Majeure"). The Bank shall be excused from performance hereunder to the extent of such prevention, restriction or interference.

10. Export of Licensed Materials.

This Addendum is subject to any laws, regulations, orders or restrictions on the export or import of the Licensed Software, Documentation, Remote Scanner Products procured or licensed under this Addendum, or information about the Licensed Software, or Remote Scanner Products, which may be imposed at any time from time to time by the United States or foreign government. You will not, directly or indirectly, export, re-export, or Import Licensed Software, Documentation, Remote Scanner Products procured/licensed hereunder, or any information about the Licensed Software, or Remote Scanner Products, to any country for which the United States or foreign government, or any agency thereof, requires an export or import license or other governmental approval, without first obtaining the same.

11. Miscellaneous.

a. This Addendum, together with the other applicable provisions of the Deposit Agreement, is the entire agreement between the parties with respect to the subject matter covered by this Addendum and supersedes any prior or contemporaneous oral or written understanding.

b. To the extent that any provision of this Addendum conflicts with any other provision of the Deposit Agreement, with respect to the Products and Services provided hereunder, the provision of this Addendum shall control. Further, the terms and conditions of this Addendum are In addition to, and do not derogate or otherwise limit, the terms and

conditions of the Deposit Agreement.

c. You will not assign, delegate or otherwise transfer any of your rights or obligations under this Addendum without the Bank's prior written approval.

d. This Addendum shall be governed by, and construed under, the laws of New York without giving effect to principles of conflict of laws. The parties waive their respective rights to trial by jury relating to any claim arising out of or connected to this Addendum, the Exhibit and Schedule 1. / /

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Print Name
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tomar

Sign at. of (customer)

X
Date

Address for location of scanner

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Remote Scanner Products that are not in good operating condition due to one or more of the following causes will not be covered by the Scanner Support Services, and will be repaired by the Bank or its agent in the Bank's sole discretion and only upon the payment of additional charges: (i) an alteration not approved by the Bank; (ii) your or any other third party's negligence or intentional acts; (iii) misuse or abuse by you or a third party, including the failure to operate, install and maintain the Remote Scanner Product in accordance with the Product Documentation; (iv) failure to timely install a Product Update in accordance with this Exhibit B; (v) failure of equipment not maintained by the Bank under this Exhibit B; (vi) attachment, use or integration of equipment not approved by the Bank under this Exhibit B; (vii) improper use of or failure to use supplies; or use of supplies not meeting the manufacturer's or other specifications provided by the Bank; (viii) fire originating outside of the Remote Scanner Product; (ix) water damage; (x) any other causes external to the Remote Scanner Product such as electrical power fluctuations or failure; and (xi) acts of God or other types of catastrophic damage. You shall bear the risk of loss or damage from any cause, including theft or destruction of the Remote Scanner Product or any part thereof, and neither the Bank, its affiliates, the manufacturer of the Remote Scanner Product, nor any other Provider(s) of any of the Products and Services shall have any liability to you or any other third party for any such loss, damage, theft or destruction.

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Schedule 1

I inenseri Software

NetCapture; Version 5.3.58

Remote Scanner Hardware

DCC Corporation; Model - Digital Check Teller Scan TS240

Location for Delivery of Remote Scanner Hardware

Id0QS'

Fags

The Fees for the Remote Scanner are waived if the average aggregate balances in your deposit accounts equal or exceed

8 250,000 each calendar month. In the event that your balances are less than 8250,000 per month, then the Bank will charge a monthly fee of 8150 for the Remote Scanner Services.

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