

E. Assignment

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

F. No Waiver

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

G. Captions

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

H. Governing Law

This Agreement shall be governed by and construed in accordance with federal law and (to the extent not preempted) the laws of the State of New York, without regard to its conflicts of laws provisions other than Section 5-1401 of the New York General Obligations Law, and any dispute arising out of or relating to the subject matter of this Agreement shall be decided in accordance with such law. You agree to submit to the exclusive jurisdiction and venue of state or federal court of competent jurisdiction located in the State of New York, City and County of New York over any dispute arising out of this Agreement, and you agree that such courts are convenient forums. You waive personal service of process and consent that service of process upon you may be made by certified mail or registered mail, return receipt requested, or by any reputable overnight delivery service (such as Federal Express or DHL) directed to you or at your address on the Bank's records. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum. YOU AND WE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ANY RIGHT TO SEEK OR ENFORCE PAYMENT OF ATTORNEYS' FEES.

I. Electronic Mail

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

J. Notices

Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to your address as it appears on the Bank's computer file: OR, if to the Bank, addressed to: Deutsche Bank, Banking Service Team, 345 Park Avenue, Mail Stop NYC20-1409, New York, NY 10154; unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by the Bank.

K. Severability

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

L. No Third Party Beneficiaries

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