

# ACCOUNT MANAGEMENT AGREEMENT

CUSTOMER and DSBC Financial Europe shall be hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS

A. The Parties have entered into a facility agreement dated on or about the date hereof pursuant to which DSBC Financial Europe will provide a Payment Service/ Financial Service/ (the “Service”) to CUSTOMER (the “Service Agreement”)

B. This Agreement governs the operation and management of the Current Account.

## INTERPRETATION

This Agreement sets forth the terms of the provision of financial services (“Services”) that “DSBC Financial Europe” (“us” or “DSBC”) makes available to its customers (“you”). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

**1 Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise

**2 Equipment/ Facility to use DSBC Financial Service.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

**3 Accounts.** Your application may list certain type of Financial Service (such as Mobile DSBCnet, Internet DSBCnet, products of card, SEPA transfer and SWIFT transfer) that you wish to access. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization

You will need to designate your accounts for specific purposes in connection with some of the Services. You may appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

**4 Fees.** You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may send an Invoices/ Email Notification to you for the fees (which must be paid within 7 working days of the invoice or statement date) or charge them directly to your accounts with us. If you fail to pay any amount owing to us under this, we may amend our Service pricing from time to time.

Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us maintain the minimum balance

requirement, you may not use your available balance. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**5 Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system.

**6 Information Processing and Reporting.** We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and SEPA/ SWIFT or any transfers that link you with DSBC Financial Europe). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. **Your Review.** You acknowledge that it is not possible for the Financial Services provided by DSBC to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**7 Reliance on Third Parties.** Our ability to provide certain Services (e.g., in connection with electronic data interchange/ KYC-AML partners or any parties that support for our Service Offering) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

**8 User Guides and Security Procedures.** We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to:

- (a) comply with the User Guides and procedures that we provide to you;
- (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services;
- (c) closely and regularly monitor the activities of employees who access the Services; and
- (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has

been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days (or any number of day set by DSBC Financial Europe). You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons. Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

- 9 Wire Transfer Service.** If you are approved for this Service, you can provide us with beneficiary/ payee information and/ or instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions. See Appendix A below
- 10 Legal Impose.** You agree to comply with the Operating Rules of the Payment Directives of European Payment Council and Central bank of Lithuania as amended from time to time. In accordance with legislation of the Republic of Lithuania regarding tax administration and prevention of money laundering and terrorist financing, also in order to implement "Know Your Customer" principle, requirements of international treaties and agreements of the Republic of Lithuania, also legislation of European Union and the Republic of Lithuania regarding administrative cooperation on area of taxation DSBC is required to collect information about a client before entering or proceeding with business relations with the client.. We ensure that the information provided is deemed to be confidential and will be protected as required by the Law of Lithuania and the Law of the Republic of Lithuania on Legal Protection of Personal Data.
- 11 Online Bill/Invoice Payment Service.** This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.
  - a. Bill Payments. You may make payments to others from your designated current accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.
  - b. Eligible Payees. We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the EU.
  - c. Initiating Payments. To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.
  - d. Automatic Recurring Payments. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.
  - e. Charging Your Account. When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment. We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.
  - f. Scheduling Bill Payments. Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees

electronically within three business days of the Process Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

g. **Canceling Bill Payments.** If you make a mistake or decide to cancel a payment sending us a cancellation request prior to our then-current cutoff hour for such requests.

- 12 Amending/Canceling a Transaction.** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., a SEPA or SWIFT payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (EURO and cent) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.
- 13 Our Rejection of Transactions.** We may refuse any transfer or payment instruction without cause or prior notice because it violates our KYC-AML-CFT and/ or any Risk Assessing Procedure.
- 14 Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason.
- 15 Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.
- 16 Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits we establish from time to time for your account. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.
- 17 Electronic Mail/Internet.** If you send us electronic mail (“e-mail”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.
- Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party’s unauthorized access to, or use of your computer system.
- You agree that: (a) Internet services are provided to you on an “as is” basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.
- 18 Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions,

or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

- 19 Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.
- 20 Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your service agreement with us.
- 21 21. Statements and Notices.** Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at UAB "DSBC Financial Europe", Lvovo str. 25, Mažoji bure, 15th floor, LT-09320, Vilnius, Lithuania.

- 22 Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.
- 23 Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30

days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may

**24 Miscellaneous Terms.**

- a. Customer. You will not allow others to provide instructions to us except the one who is appointed by you and the POA you submit to us supports your decision (e.g., wires transfer orders or) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.
- b. Amendments. We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of the Services.
- c. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state where we maintain your account, without reference to that state's conflict of law provisions. You agree not to initiate any wire transfer, payment that would violate the economic sanctions administered by EPC Laws or Bank of Lithuania Regulation.
- d. Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Financial Services.
- e. Financial Review. You agree to provide us with a financial statement or information on your financial condition upon our request
- f. Monitoring of Communications. You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.
- g. No Assignment. We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
- h. No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
- i. No Third Party Use. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- j. Overdrafts. When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

<b>Signature of the Cardholder</b>
Name, surname _____
Date ____/____/____



<b>FOR DSBC USE ONLY</b>			
Authorize by:		Proceeded by:	
Date		Date	
<b>Signature of the DSBC Manager</b>		<b>Signature of the DSBC Manager</b>	

## APPENDIX A

# WIRE TRANSFER SERVICE – INCLUDING SEPA AND SWIFT TRANSACTIONS

This Appendix sets forth additional terms and conditions with respect to requesting a Wire Transfer via the DSBC Online (Internet and Mobile) System. The definitions, terms and conditions of the Business Financial Agreement are hereby incorporated in this Appendix by reference. The provisions of this Appendix are controlled by the rights, obligations and liabilities established by the Business Financial Agreement.

### **Description of Wire Transfer Service.**

The Wire Transfer Service allows the COMPANY to use the System to request the transfer of funds from the COMPANY'S Current Account(s) by means of our system, or a similar network used for the transfer of funds between financial institutions or businesses ("Wire Transfers"). Wire Transfer requests communicated via the System will be reviewed and considered for processing if submitted before the posted cutoff time. Maximum per wire and daily limits on Wire Transfers are established at enrollment and may not be exceeded without prior written authorization from the DSBC. Upon receipt of your Wire Transfer request, we may choose not to process the request if your account does not contain sufficient funds to cover the transaction. You may be notified via telephone, regular Internet e-mail or other means if a Wire Transfer request is denied. Wire Transfers input after the current day's posted cutoff time will remain on the System and will be processed on the following business day. Wire transfer requests must be dated for a Business Day. Wires Transfers cannot be dated for holidays, weekends or other non-processing days. An Authorized Contact identified in Appendix A of the Agreement may request changes in Wire Transfer limits, request the investigation of a Wire Transfer, request that we don't process a Wire Transfer, or request a reversal for a Wire Transfer request that has been submitted.

### **Maximum Limits on Transfers (SEPA/ SWIFT).**

Maximum per wire and daily limits on Wire Transfer requests shall be established as indicated below and may not be exceeded without prior written authorization from the DSBC. Requests to change these limits must be submitted in writing and signed by an Authorized Contact. Other than in keeping with the established maximum per wire and daily limits, the DSBC shall be entitled to execute Wire Transfers submitted via the System without regard to the amount(s) of the Wire Transfer(s), the recipient thereof, the account(s) to be credited or charged, or any other matter relating to the Wire Transfer, whether domestic or foreign. The DSBC reserves the right to decrease your maximum per wire and/or daily limits at any time, for any reason without prior notice.

Maximum Per Transfer Limit \$: \_\_\_\_\_

### **Standing Authorization for Wire Transfer Requests.**

The COMPANY hereby requests that the DSBC honor its requests to execute Wire Transfers communicated via the System. The COMPANY agrees that the DSBC and any subsequent receiving DSBC may execute a wire transfer to a beneficiary in the name of the beneficiary and/or the account number of the beneficiary furnished to the DSBC by the COMPANY. In the event there is a discrepancy between the name of the beneficiary and the account number, the wire transfer shall be executed by the use of the account number

The COMPANY understands that the DSBC may elect not to act upon a Wire Transfer request for the COMPANY'S protection, if DSBC is unable to obtain proper verification of the Wire Transfer request deemed satisfactory to the DSBC or if there is any inconsistency between a Wire Transfer request and information previously supplied to DSBC. The COMPANY agrees that all Wire Transfer requests shall be subject to COMPANY having sufficient available funds in the account to be charged, as evidenced by the DSBC'S records, which shall be conclusive. The DSBC reserves the right to refuse to honor, and shall have no obligation to honor, any request for a Wire Transfer from any Eligible Account in which there is not sufficient immediately available funds to cover such Wire Transfer. However, in the event that the DSBC does honor any request for a Wire Transfer that results in an overdraft of any COMPANY account, the COMPANY agrees that the amount of the overdraft shall be immediately due and payable to the DSBC and that the DSBC may offset the amount of the overdraft against the balance of any of the COMPANY'S accounts with the DSBC, and may also exercise any rights that the DSBC may have under any agreements granting the DSBC security for the payment of liabilities or obligations of the COMPANY to the DSBC.

The COMPANY hereby consents to the DSBC'S recording of all Wire Transfer requests made electronically via the System or by telephone. However, DSBC has no duty to record any instructions or Wire Transfer requests and the decision is totally



within DSBC'S discretion. The DSBC may provide a wire transfer advice to the COMPANY within a reasonable time after the Wire Transfer has been executed. The COMPANY agrees that such advice shall constitute confirmation that a particular Wire Transfer has been executed by the DSBC. Non-executed Wire Transfer requests will be reported to the COMPANY as soon as practicable. The COMPANY shall report any discrepancies between its records and the DSBC'S statement or confirmation within a reasonable time, not to exceed thirty (30) days of such statement or confirmation, whichever the COMPANY received first.

**Termination.**

Either the DSBC or COMPANY may terminate this Appendix at any time upon prior written notice (10 days prior) to the other, but such termination shall not affect any Wire Transfers executed by the DSBC prior to the effective termination date. Termination of this Appendix shall not constitute termination of the Agreement or any other Appendix. By signing below, you are certifying the representations made and agreeing to all of the terms and conditions set forth in the Agreement and this APPENDIX