

## SUPPLEMENTAL AGREEMENT TO REGIONS DEPOSIT ACCOUNT MULTI-CURRENCY TRANSACTION ACCOUNTS

A Multi-Currency Transaction Account maintained with the Regions Bank (the "Bank") will allow the Depositor to maintain account balances in major convertible foreign currencies that are maintained, and made available, by the Bank, in order to manage and control currency movement and foreign exchange risk exposure. At the Depositor's request, and in accordance with the terms and conditions contained herein, the Bank will deposit foreign funds into or withdraw foreign funds from the Depositor's Multi-Currency Transaction Account.

By Depositor's execution and delivery to the Bank of a Multi-Currency Transaction Account Authorization, Depositor has agreed to open one or more Multi-Currency Transaction Accounts with the Bank in accordance with this Supplemental Agreement to Regions Deposit Account Agreement (Business/ Non-Personal) Multi-Currency Transaction Accounts, as may be amended from time to time (this "Supplemental Agreement"), any risk disclosure statement or notice, and the Authorization (all, of which, together, constitute the "Agreement"), and, in connection therewith, represents to and agrees with the Bank as follows:

- 1) **APPLICATION OF OTHER AGREEMENTS.** The Agreement is supplemental to Depositor's Regions Deposit Account Agreement with the Bank. All provisions of the Regions Deposit Account Agreement will apply to transactions through the Account, except that if there is any conflict between the terms of the Regions Deposit Account Agreement and the terms of the Agreement, the terms of the Agreement will control. The terms of any Multi-Currency Transaction Account Authorization shall also govern Depositor's Multi-Currency Transaction Accounts.

The Funds Transfer Agreement entered into between the Bank and the Depositor will govern wire transfers. The Foreign Exchange Authorization entered into between the Bank and the Depositor will govern Foreign Exchange transactions.

- 2) **DEFINITIONS.** For purposes of the Agreement, "Account" or "Account(s)" means the Multi-Currency Transaction Account(s) maintained by Depositor with the Bank that is/are denominated in a Foreign Currency or Foreign Currencies; "Account Communications" refers to any and all communications regarding an Account, including all information and notices related to the Agreement, and any other information, notices, disclosure documents and disclosures related to the Account or any transactions conducted by the Bank on Depositor's behalf that the Bank is required or authorized by law or otherwise to provide to Depositor in writing including, without limitation, confirmations and periodic account statements provided under Section 7 and Section 9 of this Supplemental Agreement, respectively; "Agent" means any person designated in the Multi-Currency Transaction Account Authorization to act on Depositor's behalf as an Authorized Agent or Confirming Agent, as the context requires; "FEC Trade Date" means the date a Foreign Exchange Contract is agreed to between the Bank and Depositor; "FEC Value Date" means the date on which Foreign Currency will be exchanged pursuant to a Foreign Exchange Contract (the FEC Value Date is generally two Business Days after the FEC Trade Date with the exception of Canada where the FEC Value Date is generally one Business Day after the FEC Trade Date); "Foreign Currency" means the currency of a foreign country that is acceptable to the Bank for deposit into a demand deposit account with the Bank, and specifically excludes foreign coins and the Bank notes; "Multi-Currency Transaction Account Authorization" or "Authorization" means any enrollment or informational document or form required or approved by the Bank that is completed, submitted, or executed by or on behalf of the Depositor and that requests the Bank to provide any services in connection with an Account, provides specifications relating to the provision of services in connection with an Account, or provides other information or confirmation relating to Depositor's use of any Account, as amended from time to time; "Security Device" means, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure; and "Security Procedures" means any process or procedure established between Depositor and the Bank for the purpose of verifying that communications, orders, instructions, or inquiries regarding any deposits to or withdrawals from the Account(s) or other transactions involving the Account(s) are those of Depositor, and/or for the purpose of authenticating Depositor or its Agents in connection with Depositor's use of the Account(s), and/or for the purpose of authorizing transactions

and other activity through the use of the Account(s), which process or procedure may or may not involve the use of a Security Device, as set forth in any applicable Authorization.

Capitalized terms not otherwise defined in the Agreement shall have the meaning ascribed to those terms in Depositor's Regions Deposit Account Agreement.

- 3) **INTEREST.** No interest is payable on the Account(s). However, discretionary fees may apply if there is a negative interest rate.
- 4) **CHECKWRITING.** No checks may be written on the Account(s).
- 5) **DEPOSITS.** Deposits may be made to the Account(s) by an Agent using any of the following methods, or such other method that may be mutually agreed upon in writing between Depositor and the Bank:
  - a) **FOREIGN EXCHANGE CONTRACT.** Deposits may be made by purchasing Foreign Currency via a Foreign Exchange Contract with the proceeds deposited to an Account.
  - b) **WIRE TRANSFER.** Deposits may be made via Foreign Currency wire transfer from Depositor's counterparty to the Bank's specified Foreign Correspondent Bank in the relevant Foreign Currency for further credit to the Account. The Depositor agrees to provide the Bank with advance notice of the amount of the deposit as well as the name of the foreign bank originating the wire transfer. The Depositor is responsible for ensuring that the instructions given to the originating foreign bank for the wire transfer correctly identify the Depositor's Account number.
  - c) **DRAFTS.** Deposits may be made by presenting a Foreign Currency draft to the Bank for deposit to an Account. The Bank will forward the Foreign Currency draft to its Foreign Correspondent Bank for acceptance and deposit or for collection. Alternatively, the Foreign Currency draft may be sent for collection directly to the financial institution on which it is drawn or at or through which it is payable. Depositor bears the risk of the draft being lost in transit or not being finally paid.

Items deposited to Depositor's Account will become available for withdrawal or for other use by the Depositor as governed by Federal Law and State Law and pursuant to the Bank's Funds Availability Policy, as amended from time to time, notwithstanding the issuance of a receipt or the posting of the item to the Account.

- 6) **WITHDRAWALS.** Withdrawals may be made by an Agent using any of the following methods, or such other method that may be mutually agreed upon in writing between the Depositor and the Bank:
  - a) **FOREIGN EXCHANGE CONTRACT.** Withdrawals may be made by selling Foreign Currency via a Foreign Exchange Contract.
  - b) **WIRE TRANSFERS.** Withdrawals may be made by instructing the Regions Foreign Exchange Department of the Bank to wire transfer funds from an Account. The Depositor is responsible for providing accurate and complete information for the wire transfer. Wire transfers will be made in accordance with the Bank's Funds Transfer Agreement between Depositor and the Bank, or any similar agreement subsequently entered into between the Bank and Depositor in place thereof (the "Funds Transfer Agreement").
  - c) **DRAFTS.** Withdrawals may be made by instructing the International Department of the Bank to prepare a Foreign Currency draft drawn on the Bank's account at a Foreign Correspondent Bank and to debit the Account for the amount of the draft. The Depositor is responsible for providing accurate and complete information regarding any such draft.
- 7) **CONFIRMATION(S).** The Bank will provide the Depositor with a confirmation of each deposit to and withdrawal from the Account(s). The Depositor will also receive a confirmation of any Foreign Exchange Contracts relating to a Foreign Currency deposit to or withdrawal from the Account(s). For all deposits, the confirmation will reflect the actual settlement date (i.e., the date of deposit at the Bank), adjusted for any applicable bank holidays. For all withdrawals, the confirmation will reflect the actual settlement date (i.e., the date of withdrawal from the Bank), adjusted for any applicable bank holidays. The Bank may refuse to credit an Account if funds are uncollected or to allow the Depositor to withdraw uncollected funds. Wire transfer deposits, draft deposits and other items are credited to an Account subject to receipt of actual payment. If actual payment is not received, the Bank may revoke any provisional credit previously given and charge back the Account.

- 8) **FEES.** The Depositor agrees to pay all fees charged by the Bank in connection with the Account(s) and all fees charged by any of the parties to any Foreign Currency transaction relating to the Account(s) (including without limitation any foreign bank charges). The Bank's fees will be charged in accordance with the most recent Fee Schedule mailed or otherwise delivered to Depositor (including posting the Fee Schedule at <https://Onepass.Regions.com>). In addition, the Depositor will pay such other fees as the Bank generally charges on its business or personal demand deposit accounts, as applicable. All fees payable by the Depositor may be charged to the Account(s) by the Bank without notice to the Depositor. The Bank shall not be liable for dishonoring any items because of insufficient funds resulting from the charging of these fees to the Account.
- 9) **PERIODIC STATEMENTS.** A periodic account statement setting forth the activity in each Account during such month will be sent by the Bank to the Depositor in accordance with the terms of the Regions Deposit Account Agreement. Depositor is solely responsible for ensuring that Depositor's mailing address (including electronic mailing address) provided to the Bank is current and accurate. Depositor may change such address by giving written notice to The Bank of its new address. Any change to Depositor's mailing address (including electronic mailing address) will be effective only after the Bank has received the changed address and had a reasonable period of time to process the change.
- 10) **LIABILITY.** The Bank shall not be liable for any action or inaction taken by the Bank in connection with an Account in response to instructions from any person who the Bank believed in good faith was authorized to so instruct the Bank on behalf of Depositor or for any other action or inaction taken by the Bank in good faith in connection with an Account. In addition, the Bank shall not be liable for any loss, cost, damage or expense arising from or in connection with the following: insolvency, negligence, misconduct, mistake, delay or default of another bank or person; delay in failure of or errors in surface mail, cable, telex, telegraph or wireless transmission of messages; actions or inaction's of any government or governmental agency; war, revolution, civil disturbance or governmental restrictions; or any other cause beyond its reasonable control.
- 11) **SECURITY PROCEDURES.** As to any Security Procedures agreed to by and between Depositor and the Bank, including Security Procedures selected by Depositor, with respect to the Account(s), Depositor represents that Depositor has carefully considered the circumstances of Depositor's use of the Account(s) and the transactions and activity that Depositor will effect through the Account(s), and Depositor acknowledges and agrees that the Security Procedures, including (without limitation) any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the Multi-Currency Transactions that Depositor intends to effect through the Account(s) with the Bank. Depositor authorizes the Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Depositor has notified the Bank, according to notification procedures prescribed by the Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than its Agents and until the Bank has had a reasonable opportunity to act upon such notice. Depositor agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for the Bank to execute such transaction notwithstanding any particular signature requirements identified on any Authorization or other documents relating to Depositor's Account(s), and Depositor agrees and intends that the submission of orders and instructions using the Security Procedures shall be considered the same as Depositor's written signature in authorizing the Bank to execute such transaction involving the Account(s). Depositor may reject the "commercially reasonable Security Procedures" offered by the Bank and elect to use Depositor's own security procedures by indicating Depositor's rejection in accordance with procedures prescribed by the Bank. If Depositor rejects the Bank's Security Procedures, Depositor hereby acknowledges that the Bank first offered to Depositor a "commercially reasonable" security procedure. the Bank may, at the Bank's option, refuse to accept Depositor's security procedures, in which case, the Bank shall refuse to accept any Multi-Currency Transaction or Fund Transfers initiated by Depositor. Depositor acknowledges and understands that selecting security procedures other than the Bank's Security Procedures may substantially increase the risk of loss to Depositor. By rejecting any of the Bank's Security Procedures, Depositor is refusing the Bank's Security Procedure and requests the Bank to follow the Depositor's selected security procedure. IF DEPOSITOR REJECTS ANY OF THE BANK'S SECURITY PROCEDURES, DEPOSITOR HEREBY AGREES TO BE BOUND BY ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, ISSUED IN DEPOSITOR'S NAME AND ACCEPTED BY THE BANK IN COMPLIANCE WITH DEPOSITOR'S SELECTED SECURITY PROCEDURES. Depositor acknowledges and agrees that Depositor shall be bound by any and all transactions and activity

affected through the Account(s) through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Depositor's Agents, to the fullest extent allowed by law. Depositor further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions made through the Account(s) and that Depositor bears responsibility for detecting and preventing such error. Depositor agrees to comply with any additional security that may be implemented by the Bank for a particular Account.

Depositor agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to its Agents. Depositor agrees to instruct each Agent not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Upon the request of the Bank, or as provided in any applicable Authorization, Depositor shall designate a security administrator to whom the Bank may distribute Security Devices and with whom the Bank may otherwise communicate regarding Security Procedures. Depositor's security administrator shall have responsibility to distribute Security Devices to Depositor's Agents and to ensure the proper implementation and use of the Security Procedures by Depositor's Agents. Where Depositor has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Depositor agrees to change Security Devices frequently in order to ensure the security of the Security Device. Depositor agrees to notify the Bank immediately, according to notification procedures prescribed by the Bank, if Depositor believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Depositor's Agents or if Depositor believes that any Account transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, the Bank may issue Depositor a new Security Device or establish new Security Procedures as soon as reasonably practicable, but the Bank shall not be liable to Depositor or any third party for any delay in taking such actions.

Depositor agrees that the Bank may rely upon any written signature if in good faith believed by the Bank to be the genuine signature of an Agent. Each Agent is authorized to conduct any transaction within the scope of the Agreement and, unless otherwise expressly provided in the applicable Authorization, any Agent may act alone. Depositor agrees to notify the Bank immediately, according to notification procedures prescribed by the Bank, if the authority of any Agent shall change or be revoked. Depositor shall recover and return to the Bank any Security Devices in the possession of any Agent whose authority to have the Security Device has been revoked.

The Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in the Bank's discretion. The Bank will endeavor to give Depositor reasonable notice of any change in Security Procedures; provided that the Bank may make any change in Security Procedures without advance notice to Depositor if the Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of the Bank's systems and assets. Depositor's implementation and use of any changed Security Procedures and/or continued use of the Account(s) after any change in Security Procedures shall constitute Depositor's agreement to the change and Depositor's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

In the event of the breach of any applicable Security Procedure, Depositor agrees to assist the Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Bank or the Bank's agent access to Depositor's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Depositor further agrees to provide the Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Depositor, Depositor's agents, law enforcement agencies, or any other third party. Failure of Depositor to assist the Bank shall be deemed an admission by Depositor that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Depositor or who obtained information facilitating the breach of the Security Procedure from Depositor and not from a source controlled by the Bank.

The Bank reserves the right to establish from time to time, in the Bank's discretion, limitations and restrictions with respect to transaction amounts, frequency of transactions, and other matters relating to the Account(s) based on factors deemed significant by the Bank in its sole discretion. Depositor agrees to abide by and be bound by all limitations and restrictions imposed from time to time by the

Bank, and Depositor acknowledges and agrees that such limitations and restrictions are for the the Bank's sole protection. The Bank will endeavor to provide Depositor with reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of the Bank's systems); provided, that the Bank may impose immediate limitations and restrictions, or make changes thereto, without advance notice to Depositor if the Bank, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of the Bank's systems and assets.

In the event that Depositor believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than its Agents, or if Depositor has revoked or limited the authority of any Agent, or if Depositor believes that any transaction or activity relating to the Account(s) is unauthorized or in error, Depositor shall notify the Bank immediately by calling the RegionsFX Online Support desk at (877) 215-3012.

- 12) **PHYSICAL AND ELECTRONIC SECURITY.** Depositor is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Depositor's possession or under Depositor's control. The Bank is not responsible for any computer viruses including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware," or a time bomb, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect, or trap door, that is capable of (or has the effect of allowing any untrusted party to be capable of) accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming any of Depositor's computers, networks, data, or other electronically stored information, or computer programs or systems, or any other problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained through the use of any electronic service is obtained at Depositor's own discretion and risk, and the Bank is not responsible for any damage to Depositor's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Depositor is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Depositor's operating systems, and for protecting, securing, and backing up any data and information stored in or on Depositor's operating systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Depositor's operating systems.

Depositor acknowledges and agrees that it is Depositor's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Depositor agrees to educate its Agents and employees as to the risks of such fraud and to train such persons to avoid such risks. Depositor acknowledges that the Bank will never contact Depositor by email in order to ask for or to verify account numbers, Security Devices, or any sensitive or confidential information. In the event Depositor receives an e-mail or other electronic communication that Depositor believes, or has reason to believe, is fraudulent, Depositor agrees that neither Depositor nor its Agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Depositor should forward any suspected fraudulent or suspicious e-mail to [phishing@regions.com](mailto:phishing@regions.com) or as the Bank otherwise may direct. Depositor agrees that the Bank is not responsible for any losses, injuries, or harm incurred by Depositor as a result of any electronic, e-mail, or internet fraud.

- 13) **CLEARING.** The Account(s) cannot be used as a clearing account for small foreign checks and wire receivables.
- 14) **GOVERNING LAW.** Issues of choice of law and dispute resolution concerning or related to the Agreement or any Account or transaction pursuant thereto, shall be governed by the choice of law and dispute resolution provisions of the Regions Deposit Account Agreement then in effect between the Bank and the Depositor, as amended from time to time.
- 15) **FDIC INSURANCE.** As a US-based account, Depositor's Account(s) are FDIC-insured up to applicable limits. **However, this does NOT mean that the Depositor's principal is protected.** FDIC insurance covers against loss due to the failure of the Bank, but not due to fluctuations in currency values. The Depositor's funds will fluctuate in value based on fluctuations in the value of the Foreign Currency. FDIC insurance coverage is provided as governed by 12 CFR (Code of Federal Regulations) Part 300.

More information about the availability of FDIC insurance coverage for accounts held at the Bank is available at [http://www.regions.com/FAQ/insured\\_deposits.rf](http://www.regions.com/FAQ/insured_deposits.rf). Due to the nature and volatility of the foreign exchange market, the values of Foreign Currencies are subject to wide fluctuations against the U.S. dollar. Foreign Currency denominated instruments will entail significant risk exposure to adverse movements of the Foreign Currency relative to the U.S. dollar. The amount of FDIC deposit insurance available for products denominated in a Foreign Currency will be determined and paid in the U.S. dollar equivalent of the Foreign Currency, as the value of such currency is determined by the FDIC under its regulations, on the Bank's date of default.

- 16) **AMENDMENT/ TERMINATION.** The Bank may amend this Agreement from time to time, in any respect, effective upon notice to the Depositor. The Bank may terminate this Agreement and any or all Accounts at any time, effective upon notice of such termination to the Depositor.
- 17) **CONSENT FOR ELECTRONIC COMMUNICATIONS; METHOD OF DELIVERY.** Depositor requests and authorizes the Bank, at the Bank's discretion, to provide all Account Communications to Depositor electronically (by electronic mail, facsimile or over the Internet), rather than through the mail. For any Account Communication that the Bank provides to Depositor electronically, the Bank has no obligation to provide Depositor with a paper copy of that Account Communication. The Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any Account Communication. Depositor agrees to promptly notify the Bank of any changes to its mailing address (including electronic mailing address). All Account Communications that the Bank provides to Depositor electronically will be provided by electronic mail, facsimile or online through the Bank's website. It is solely Depositor's responsibility to ensure that the e-mail address Depositor has provided to the Bank in connection with the Agreement is current and accurate. Depositor may make changes to Depositor's e-mail address by calling the Bank at 888.223.8088. Any change to Depositor's e-mail address will be effective only after the Bank has received the changed address and has a reasonable period of time of not less than one (1) business day to process the change.

Except as otherwise expressly provided in any applicable Authorization, Depositor agrees that the Bank may transmit confidential information, including (without limitation) Security Devices, to the current mailing address shown in the Bank's records for any of Depositor's Accounts, or to the e-mail address Depositor has provided in connection with the opening of an Account, whether or not that address includes a designation for delivery to the attention of any particular individual. Depositor further agrees that the Bank shall not be responsible or liable to Depositor in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at Depositor's place of business.

- 18) **RISKS INVOLVED IN MAINTAINING A MULTI-CURRENCY TRANSACTION ACCOUNT.** The exchange rates of Foreign Currencies are significantly affected by economic and political events as well as military and governmental actions. These risks include but are not limited to:
- a) *Exchange Rate Risk* – The Account(s) are subject to currency exchange risk. Foreign currency exchange rates vary over time, and may vary considerably during the term the Account(s) are open. Foreign Currencies may have significant price movements, even within the same day, and any Account(s) may lose value against other currencies; in particular, the Account(s) may lose value as measured in U.S. dollars. Changes in foreign currency exchange rates result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the Foreign Currency's country, other relevant countries, and the United States, including economic and political developments in other countries. Of particular importance to potential currency exchange risk are: (1) existing and expected rates of inflation; (2) existing and expected interest rate levels; (3) the balance of payments in the Foreign Currency's country and the United States and between each country and its major trading partners; and (4) the extent of government surplus or deficit in the Foreign Currency's countries and the United States. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the Foreign Currency's country and the United States and other countries important to international trade and finance. Relevant information relating to these conditions may not be as well-known or as rapidly or thoroughly reported in the United States as United States developments are reported in the United States.
  - b) *Liquidity Risk* – The liquidity, trading value and amounts payable in connection with the Account(s) could be affected by the actions of the governments of the originating nations of the Foreign Currency. Foreign exchange rates can either be fixed by sovereign governments or floating. Exchange rates of most economically developed nations are permitted to fluctuate in value relative

to the U.S. dollar. However, governments do not always allow their currencies to float freely in response to economic forces. Governments use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes, to affect the trading value of their respective currencies. They may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in opening Account(s) to engage in Multi-Currency Transactions is that the liquidity, trading value and amounts payable in connection with the Account(s) could be affected by the actions of sovereign governments which could change or interfere with theretofore freely determined currency valuation, fluctuations in response to other market forces and the movements of currencies across borders. There will be no adjustment or change in the terms of the Account(s) in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of the issuance of a replacement currency, or in the event of other developments affecting the Foreign Currency, the U.S. dollars, or any other currency.

- c) *Price Risk* - The value of Foreign Currencies are subject to the risks of unpredictable and sometimes dramatic market fluctuations which may result in Depositor's deposits in the Account(s) being reduced in value compared to other currencies. A decline in a Foreign Currency's exchange value relative to the Depositor's base currency will reduce the Depositor's earnings or may reduce the Depositor's principal amount deposited in the Account(s).
  - d) *Credit Risk* - Credit risk arises from uncertainty over a counterparty's ability to meet its obligations. The Depositor's primary credit risk for the Account(s) is with respect to the Bank. There is also credit risk at the point in time in which the Depositor converts a Foreign Currency. For foreign exchange transactions, between the time of the trade and the settlement date, there is an implicit extension of credit because no payments are required to be made by either party at the time of the transaction.
  - e) *Sovereign Risks* – Sovereign risk includes the political and legal risks associated with foreign exchange transactions. Any imposition by any governmental or regulatory authority of the country of the relevant Foreign Currency may result in the inability to affect outward remittances of the whole or any part of such payments (whether in the local currency, the original deposited currency, or any other currency) from such country, which can thereby result in the loss of all or part of the principal sum deposited in the Account(s). If a sovereign risk event occurs, there is an additional risk of the subsequent devaluation and/or lack of convertibility from or to that Foreign Currency.
  - f) *Execution Risk* – Depositor's ability to execute desired Foreign Currency transactions may be limited by operational or systems constraints and the rapid pace at which fluctuations in the currency markets may occur. Systems or telecommunications delays or failures could delay or prevent execution of desired transactions and adverse market movements may occur before orders can be executed. In addition, an order placed with the Bank may be executed at a less favorable price due to fluctuations in the relevant exchange rate.
  - g) *Market Disruptions* – Significant events can occur that disrupt the normal operations of financial markets, including currency markets and exchanges, making currency or exchange rates unavailable to the Bank. Such events may reduce the liquidity of a Foreign Currency or of the exchange markets generally. Examples of market disruptions include the failure of a major institution, war, a major political event, or the failure of a government to meet its financial obligations (i.e., sovereign risks).
- 19) **ACCOUNT CLOSING.** The Bank may close the Depositor's account at any time and for any reason or for no reason, with or without advance notice. The Depositor may close its account by sending a request on the Depositor's letterhead signed by either the Executing Agent or the Security Agent.

AS A RESULT OF THESE AND OTHER RISKS, THE U.S. DOLLAR VALUE OF THE FOREIGN CURRENCY IN THE ACCOUNT(S) MAY INCREASE OR DECREASE SIGNIFICANTLY OVER TIME. ANY LOSS DUE TO FLUCTUATION IN THE RATE OF EXCHANGE IS ASSUMED SOLELY BY THE DEPOSITOR AND NOT BY THE BANK. In addition, governmental restrictions or taxes could increase the cost of acquiring or disposing of Foreign Currency. The Depositor understands and accepts the risks associated with a Multi-Currency Transaction Account and that the Depositor has the financial resources to bear the risk of loss associated with such Account(s).

**FEE SCHEDULE**

The Bank will charge Depositor the following fees in connection with the Account(s):

**Withdrawals**

Bank Initiated Wire Transfer	<b>\$40.00</b>
Bank Prepared Draft	<b>\$50.00 (\$60.00 if mailed overnight)</b>
Foreign Bank Charges	<b>As Assessed</b>
Negative Interest Rates Discretionary Fee	<b>As Assessed</b>
Maintenance Charges (monthly).	<b>\$100.00</b> maintenance charge for each statement period

The Bank will debit all charges from Depositor's Account(s) at the end of each statement period. Charges will be made in the equivalent underlying foreign currency of the Depositor's Account(s). Upon Depositor's request, in lieu of debiting charges from Depositor's Account(s), charges can be made in U.S. Dollars to an analysis account or other designated account maintained at the Bank.

The foregoing fees are subject to change upon written notice from the Bank.