Deutsche Bank
Corporate Bank

Account Terms and Conditions for Institutional Customers Country Schedule: USA

June 2026

1. INTRODUCTION

This United States country schedule ("Country Schedule") sets out specific terms applying to an Account opened with the Bank in the United States and Services provided in the United States. This Country Schedule should be read with the other documents comprising the Agreement.

2. OPERATION OF ACCOUNTS

Clause 3 (Operation of Accounts) of the Account Terms and Conditions is supplemented by the following clause:

The Bank may use whatever System is appropriate in its judgment, such as CHIPS, Fedwire and SWIFT, in connection with payment orders or requests for cancellation or amendment thereof, issued in the name of the Customer. The Customer agrees to be bound by the rules of any System used by the Bank in connection with a payment order or any request for its cancellation or amendment.

3. CUSTOMER OBLIGATIONS

Clause 7 (Customer Obligations) of the Account Terms and Conditions is supplemented by the following clause:

The Customer shall comply with, and assist the Bank in complying with, any law or regulation of the United States or any other country with jurisdiction over the Bank that is applicable to transactions and activities processed through or in connection with the Account, including the U.S. Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations; the Trading With the Enemy Act, 50 U.S.C. App. §§ 1 et seq.; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1761 et seq., and regulations promulgated by the United States Treasury's Office of Foreign Assets Control; the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. and anti-bribery and corruption laws; and all other U.S. Federal anti-money laundering laws and regulations, as such laws and regulations may be promulgated or amended from time to time. The Customer shall also comply with any anti-money laundering obligations that may be imposed upon the Customer by the laws and regulations of its home country, any jurisdiction where it maintains a presence and any jurisdiction governing the currency of a transaction related to this Agreement.

4. STANDARD OF SERVICE

Clause 9 (Standard of Service) of the Account Terms and Conditions is supplemented by the following clause:

For all Services and obligations under this Agreement the Bank's liability is limited to actual damages resulting directly from the Bank's gross negligence or willful misconduct. The Bank shall not be liable in respect of any payment order or other transaction that it declines to execute, including where in the Bank's judgment to do so would contravene applicable law or regulation, or the Bank's policies and procedures. In any such case, the Bank may take any action required by any law or regulation applicable to the Bank, including blocking or freezing funds.

5. FOREIGN EXCHANGE PAYMENTS

Clause 4.1 (i) (Foreign Exchange Payments) of the Account Terms and Conditions shall be replaced by the following:

(i). For a payment order issued for payment in a currency other than U.S. dollars the Bank shall debit the Account for the U.S. dollar equivalent of the amount of the foreign currency transferred, at the Bank's then prevailing spot rate of exchange. In addition, if any such payment order contains the designation indicating a request for the issuance of a check, such message (i) shall be deemed to be a request to the Bank to arrange for the issuance by Deutsche Bank AG London Branch of a bank draft or cashier's check in the amount of the foreign currency set forth in the message; and (ii) shall be deemed to be a request to the Bank to transfer from the applicable Account to Deutsche Bank AG London Branch the U.S. dollar equivalent of the amount of the foreign currency set forth in the message at the Bank's then prevailing spot rate of exchange, subject to the terms and conditions for the execution of payment orders generally; provided, however, that the Bank shall have no duty or liability arising under or relating to the collection, payment or non-payment of any bank draft or cashier's check drawn on an affiliate or third party bank. The Customer may not place a stop payment on any bank draft or cashier's check issued pursuant to a message type described in this clause.

For a credit to an Account received for payment in a currency other than U.S. dollars, the Bank shall credit such Account for the U.S. dollar equivalent of the amount of the foreign currency transferred, at the Bank's then prevailing spot rate of exchange.

6. OPTIONAL PAYMENT ORDER SERVICES

Additional terms and conditions apply to a payment order if the Customer utilizes an optional Service specified in Schedule A hereto (each an "Optional Payments Service"). The Customer may subscribe to an Optional Payments Service by signing a separate set-up form provided by the Bank.

7. AUTOMATED CLEARING HOUSE ENTRIES

The Bank reserves the right to reject domestic payments transactions such as Instant Credit Transfers and ACH transactions in favour of the Customer's Account or for the debit of the Customer's Account. In particular domestic payments related to the Account must not be used for correspondent banking services. Any other Domestic Payments service provided by the Bank is subject to a separate agreement between the Bank and the Customer. The Customer agrees that the rules of the underlying clearing system apply, such as the NACHA Rules (as defined by the National Automated Clearing House Association). Any credit given by the Bank to the Customer for an ACH entry is provisional until the Bank has received final settlement. If final settlement is not received, the Bank may charge back the Account or obtain a refund from the Customer.

8. NOTICES

Except as otherwise specifically provided in a Reference Guide or set-up form with respect to a particular Service, written notice by the Bank concerning this Agreement or a Service shall be effective if sent to the Customer at its address in the Bank's records with respect to this Agreement or that Service, respectively. Written notice by the Customer to the Bank shall be effective if sent to Deutsche Bank AG New York Branch or Deutsche Bank Trust Company Americas (as applicable), 1 Columbus Circle, New York, New York 10019, Attention: Institutional Cash Management/Customer Service or such other address as may be hereafter notified in writing by the Bank.

9. FDIC INSURANCE

Only a Customer's deposit maintained in the United States at Deutsche Bank Trust Company Americas or Deutsche Bank Trust Company Delaware are eligible for deposit insurance by the Federal Deposit Insurance Corporation ("FDIC"). Funds maintained by the Customer at any other DB Entity or branch are not FDIC-insured. The Bank will charge the Customer a fee to compensate the Bank for the deposit insurance costs it incurs for deposits maintained at Deutsche Bank Trust Company Americas. This fee is not imposed on the Customer by the FDIC.

10. PATRIOT ACT

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 opens an Account. When the Customer opens an Account, the Bank will ask for the Customer's name, street address, TIN (Taxpayer Identification Number), and other information that will allow the Bank to identify it. The Bank may also request certain identifying documents in connection therewith.

11. MINIMUM INITIAL DEPOSIT

Customers domiciled in the U.S. require an initial minimum deposit of U.S.$250,000 for deposit accounts. Initial deposit means the first deposit transaction between the Customer and the Bank where there is no existing deposit relationship. The initial deposit may be placed into different deposit accounts or into different types of deposit accounts (i.e., demand, call or time deposit accounts). Deposit accounts that are held by the Customer in the same right and capacity may be aggregated for the purpose of determining the dollar amount of the initial deposit.

12. INTERNET GAMBLING

The Customer agrees not to use the Account or any Service to process transactions that are restricted or unlawful under the Unlawful Internet Gambling Enforcement Act and Regulation GG of the Federal Reserve Board, 12 C.F.R. Part 233 or restricted by virtue of the terms of Clause 7.3 of the Conditions.

13. GOVERNING LAW, JURISDICTION AND VENUE, JURY WAIVER

13.1 All matters arising from or connected with the operation of an Account and/or a Service shall be governed by the laws of the State of New York and any dispute arising out of or relating to the matters contemplated by this Agreement shall be determined pursuant to such laws.

13.2 If the Customer is a financial institution, it shall be deemed to have the rights and obligations of a collecting bank located in the State of New York with respect to any check (or check image) it presents to the Bank for deposit, collection or payment.

13.3 The place of jurisdiction for any legal action relating to the operation of any Account or Service shall in each case exclusively be the State of New York, provided that nothing in the Agreement shall limit the right of a Party to bring proceedings against the other Party before the courts of the jurisdiction in which the other Party is domiciled. The Customer agrees to the venue of courts of competent jurisdiction located in the State of New York, City and County of New York and the Customer agrees that such courts are convenient forums. The Customer irrevocably submits to the personal jurisdiction of such courts.

13.4 Each of the Customer and the Bank irrevocably waives 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.

14. GENERAL

Clause 13 (General) of the Account Terms and Conditions shall be supplemented by the following clauses:

(i). Terms used herein which are not otherwise defined have the meanings given in Article 4-A of the Uniform Commercial Code as in effect in the State of New York.

(ii). A reference to a "Business Day" in this Agreement or in any service documentation shall mean Monday through Friday in New York, New York, except days on which commercial banks there are authorized or required by law to close.

(iii). All prior Account terms and conditions and any agreement relating to the Bank's execution of payment orders (excluding agreements covering the Bank's processing of ACH entries) are superseded by this Agreement. In any agreement not superseded by this Agreement, all references to Account terms and conditions and to any agreement relating to payment orders (e.g., Funds Transfer Service Agreement) shall be deemed to be references to this Agreement.

SCHEDULE A

Optional Payments Services

1. INTRODUCTION

This Schedule A sets out additional terms applying to the Optional Payments Services. The Customer agrees to use any Optional Payments Service in accordance with the Agreement, this Schedule A and the Reference Guide for such Optional Payments Service. The Optional Payments Services are available for U.S. dollar payments only.

2. DIRECT CUSTOMER TRANSFER SERVICE

2.1 The Customer may subscribe to an Optional Payments Service to enable to the Customer to request the Bank to send a message directly to the creditor agent and transfer the related funds through a separate cover payment (the "Direct Customer Transfer Service").

2.2 If the Bank determines to process a payment order that the Customer has designated as subject to the Direct Customer Transfer Service ("Authorized Transfer Instruction"), the Bank will send a SWIFT Customer Credit Transfer to the creditor agent. Payment of the funds will take place on the date the transfer is intended to take effect (the "Value Date").

2.3 The Customer is required to fund each Authorized Transfer Instruction on the Value Date and the amount of each Authorized Transfer Instruction will be debited from the applicable Account on the Value Date.

2.4 Each Authorized Transfer Instruction is irrevocable once the Bank has sent a related SWIFT message to the beneficiary bank. If the Customer requests the Bank to amend or cancel any such Authorized Transfer Instruction, the Bank will attempt to contact the beneficiary bank on the Customer's behalf. Any such payment order is amended or cancelled only upon written notice from the Bank, which will occur only if the Bank has been able to prevent a related funds transfer based on timely receipt of the beneficiary bank's written agreement to amend or cancel the payment order.

3. TIMED PAYMENT SERVICE

3.1 The Customer may subscribe to an Optional Payments Service pursuant to which the Customer may request the Bank to execute payment orders immediately or within a certain period during the Business Day, or to defer the execution of payment orders that are not time-sensitive to a later time in the day (the "Timed Payment Service").

3.2 The Customer must comply in all respects with the requirements for code words (including spacing) and formatting for the Timed Payment Service set out in the Reference Guide. A payment order that contains incomplete or inaccurate information for ordinary processing as a Timed Payment Order (as defined in the Reference Guide) shall be handled by the Bank in the manner described in the Reference Guide.

3.3 The Customer authorizes the Bank to execute any Timed Payment Order received by it even if the time requested by the Customer for execution of the Timed Payment Order has passed.

3.4 At any time in its sole discretion, the Bank may, upon one (1) Business Day's written notice, limit the aggregate dollar amount of Timed Payment Orders that the Customer may request the Bank to execute on any Business Day.

4. FEE CONTROL SERVICE

The Customer may subscribe to an Optional Payments Service to enable the Customer to control end-to-end bank charges for certain payments (the "Fee Control Service"). The Customer authorizes the Bank to apply the Direct Customer Transfer Service to any eligible payment order that is subject to the Fee Control Service.

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