

Special Terms for Payment Services

1 STRUCTURE

These Special Terms shall be read and construed together with the General Terms for Cash Management Products, Special Terms for Electronic Communication and, if applicable, the Special Terms for certain countries. Together the before mentioned terms form the Product Agreement for Payment Services and shall apply to any Payment Services offered by the Bank to the Company.

2 DEFINITIONS

Acceptance Date means the date on which all the conditions for executing a Payment Transaction have been met, including but not limited to regulatory obligations, Cut-off Times, adequate financial cover and sufficient information as set out in clause 3 of these Special Terms.

Account means an account held by the Company with the Bank that is used for the execution of Payment Transactions.

Account Information Service means an online service providing consolidated information about one or more Accounts.

BIC (Bank Identifier Code) means an eight (8) or eleven (11) character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions.

Business Day means a day on which the Payment Service Providers involved in the execution of a Payment Transaction and the Payment Service Providers in the principal financial centre of the relevant currencies are open for business as required for the execution of the relevant Payment Transaction.

Credit Transfer means a transfer of funds initiated by the Payer to the account of the Payee with either the same or another bank/credit institution.

Cut-off time means the time limit during the course of a Business Day for the processing of a Payment Transaction applied by the Bank from time to time after which any Payment Order received shall be deemed to be received on the following Business Day.

Direct Debit means the debiting of a Payer's Account where such debiting is initiated by the Payee on the basis of the Payer's consent given to the Payee, the Payee's Payment Service Provider or the Payer's Payment Service Provider.

Direct Debit Scheme Rules means any set of inter-bank rules, practices and standards for Direct Debit transactions, as amended from time to time.

EEA means the European Economic Area currently consisting of EU and Iceland, Liechtenstein and Norway.

EEA Currency means the currency of an EEA member state outside the euro area and the currency of Switzerland.

Security Solution means any electronic security equipment and/or procedures agreed between the Company and the Bank used by the Company for identification and electronic interaction with the Bank, such as digipass, electronic identity cards and digital certificates used in combination with a personalised security feature, if any.

Exchange Rate means the exchange rate applied by the Bank from time to time.

Intermediary means a bank or another institution authorised to transmit Payment Transactions that is involved in the execution of a Payment Transaction acting neither for the Payer nor the Payee.

IBAN (International Bank Account Number) means a domestic bank account number (Basic Bank Account Number, BBAN) expressed in an international format.

Payee means the intended recipient of funds which have been the subject of a Payment Transaction.

Payer means the Company as the holder of an Account allowing Payment Orders from that Account.

Payment Initiation Service means an online service for initiating a Payment Order by the Company with a Third Party Payment Service Provider.

Payment Order means an instruction by a Payer or a Payee to the Payment Service Provider requesting an execution of a Payment Transaction in accordance with clause 3.1 and 3.2 or 7.1 of these Special Terms.

Payment Service Provider means banks or other companies or persons providing payment services.

Payment Services means the execution of Payment Transactions including (i) execution of Credit Transfers (including standing orders) and (ii) execution of Direct Debits (including one-off Direct Debits).

Payment Transaction means an act initiated by the Payer or the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee.

Third Party Payment Service Provider means a Payment Service Provider, other than the Bank, having a required authorisation or being registered as a provider of Payment Initiation Services and/or Account Information Services as required by applicable legislation.

Unauthorised Transaction - means a Payment Transaction executed without a due authorisation by the Company.

Unique Identifier means a combination of letters, numbers or characters specified by the Bank to be provided by the Company in a Payment Order in order to identify unambiguously the Payee or the Payee's Account, such as account number and IBAN.

Special Terms for Payment Services

3 INITIATION OF OUTGOING PAYMENT TRANSACTIONS

3.1 Payment Order

A Payment Order shall contain the information specified in the Manual or any other relevant information reasonably required by the Bank, for the relevant Payment Transaction.

3.2 Authorisation/Consent

A Payment Order may be given either electronically or in writing. A written Payment Order must be duly signed by authorised signatories of the Company or in accordance with a valid power of attorney. The Payment Orders are verified by a Security Solution.

By issuing a Payment Order, the Company has given consent to execute the Payment Transaction. In case of Direct Debits, or if the Payment Transaction is otherwise initiated by the Payee, the Company may consent to the Payment Transaction directly to the Payee. For Direct Debits see further under clause 7.1.

3.3 Sufficient funds on the Account

The Company shall ensure that sufficient funds for the Payment Transaction, including any charges, are available on the relevant Account at the time for execution of the relevant Payment Transaction.

3.4 Revocation of Payment Orders/consent

A Payment Order may not be revoked or modified by the Company once it has been received by the Bank, unless stipulated otherwise in the relevant Manual. Where the Payment Transaction is initiated by the Payee, the Company may not revoke or modify the Payment Order after transmitting the Payment Order or giving consent to execute the Payment Transaction to the Payee.

4 EXECUTION OF OUTGOING PAYMENT TRANSACTIONS

Provided that the requirements set out in this Agreement have been fulfilled, the Bank will execute the requested Payment Transaction in accordance with this Agreement.

4.1 Receipt of Payment Orders - Cut-off Times

If the Payment Order is received on a day that is not a Business Day or after the relevant Cut-off Time, the Payment Order shall be deemed to have been received on the following Business Day.

The Cut-off Times applicable for different Payment Transactions are available upon request or made available by the Bank on the relevant website.

If the Company and the Bank agree that the Payment Order shall be executed on a specific day or at the end of a certain period on the day on which the Company has sufficient funds on the relevant Account, the point in time of receipt shall be the agreed day. If the agreed day is not a Business Day, the Payment Order shall be deemed to have been received on the following Business Day.

4.2 Acceptance Date - Incomplete Payment Orders

Upon receipt of a Payment Order the Bank will verify if the Payment Order is complete and whether sufficient funds are available on the relevant Account.

If a Payment Order is not complete or if sufficient funds are not available on the relevant Account the Bank will notify the Company thereof in accordance with clause 4.5 below.

4.3 Maximum Execution time

Where a Payment Transaction has been initiated by the Company as a Payer, the Bank (as Payer's Payment Service Provider) is responsible for correctly forwarding the Payment Transaction to the Payee's Payment Service Provider within the time specified in this clause 4.3.

4.3.1 Domestic Payment Transactions and Payment Transactions in euro within the EEA.

For

- (i) Payment Transactions carried out within a jurisdiction in the currency of that jurisdiction,
- (ii) Payment Transactions in euro within the EEA, and
- (iii) Payment Transactions involving only one currency conversion between euro and an EEA Currency, provided that the required currency conversion is carried out in the member state of the relevant EEA Currency and the Payment Transaction takes place in euro,

the Bank will ensure that after the Acceptance Date, the amount of the Payment Transaction will be credited to the Payee's Payment Service Provider's account at the latest by the end of the next Business Day.

4.3.2 Payment Transactions in EEA Currencies within the EEA not covered by clause 4.3.1

For Payment Transactions in an EEA Currency not covered by clause 4.3.1, the Bank will ensure that after the Acceptance Date, the amount of the Payment Transaction will be credited to the Payee's Payment Service Provider's account at the latest by the end of the fourth (4th) Business Day.

4.3.3 Payment Transactions not covered by clause 4.3.1 or 4.3.2

For Payment Transactions not covered by clause 4.3.1 or 4.3.2, the Bank will ensure that after the Acceptance Date, the amount of the Payment Transaction will be transmitted to the Payee's Payment Service Provider's account at the latest by the end of the second (2nd) Business Day.

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4.4 Currency conversion

Payment Transactions may involve one or more currency conversions. Payment Transactions in a currency other than the currency of the country in which the Payment Recipient's account is located may be converted to the currency of such country.

4.5 Refusal of Payment Orders

The Bank may refuse to execute a Payment Order if the conditions set out in this Agreement are not met or if the Bank is prevented from executing the Payment Order due to internal policies and procedures or if the Bank is prohibited to execute the Payment Order due to legislation or other regulations applicable to the Bank.

Unless prohibited by legislation or other regulations applicable to the Bank, the Bank will, at the earliest opportunity and no later than the end of the Business Day following the refusal, notify the Company of the refusal and the reasons for it as well as the procedure for correcting any factual mistakes that led to the refusal. The Bank may charge the Company for its actual expenses for such notification. Notification under this paragraph may be made by phone or in accordance with the clause regarding notices in the General Terms.

4.6 Information on the executed Payment Transaction

After the amount of a Payment Transaction is debited from the Company's Account, the Bank will provide the Company with information regarding the transaction. The information provided varies depending on the type of transaction and the means of communication.

The information referred to in the first paragraph will be made available without undue delay after each transaction or periodically once a month or otherwise as agreed between the parties and depending on the means of communication.

5 THIRD PARTY PAYMENT SERVICE PROVIDERS

The Company may use Payment Initiation Services and Account Information Services in respect of an Account in case the Account is available online for the Company with the Bank. These services are not provided by the Bank but by a Third Party Payment Service Provider.

In case the Company uses a Third Party Payment Service Provider, it instructs the Third Party Payment Service Provider directly.

In case the Company uses Account Information Services, the Bank will share the requested account information with the Third Party Payment Service Provider. After the requested information is provided, the Bank no longer has control over or responsibility for how the information is used by the Third Party Payment Service Provider's.

Consent to a Payment Order may be given directly to the Bank or via a Payment Initiation Service Provider.

The Bank must treat Account information requests transmitted through a Third Party Payment Service Provider in the same way as a request transmitted directly by the Company to the Bank, if there are no objective reasons to treat it differently.

The Bank must treat Payment Orders transmitted through a Third Party Payment Service Provider in the same way as a Payment Order transmitted directly by the Company to the Bank, if there are no objective reasons to treat it differently, particularly in terms of timing, priority or charges vis-à-vis Payment Orders transmitted directly by the Company.

The Bank may deny a Third Party Payment Service Provider's access to an Account in case there are objectively justified reasons to believe that the Third Party Payment Service Provider has unauthorised or fraudulent access to the Account, or that a Payment Order has been fraudulently initiated by a Third Party Payment Service Provider. In case the Bank denies such information or access to an Account, the Bank will, unless prohibited by applicable legislation or other regulations, inform the Company thereof and the reasons for such a denial.

In case of Unauthorised Transactions, clause 9 of these Special Terms shall apply regardless of whether a Payment Order has been transmitted through a Third Party Payment Service Provider or initiated directly by the Company.

6 INCOMING PAYMENT TRANSACTIONS

6.1 Availability of funds

Where the Company is the Payee, the Bank (as the Payee's Payment Service Provider) is responsible for correct execution of the Payment Transaction, in accordance with this clause 6.1.

The Bank will ensure that the amount is at the Company's disposal immediately after the Bank has received the Payment Order and the amount has been credited to the Bank, taking into account applicable Cut-off Times.

6.2 Advance payments

In the event the Bank has made the amount of a Payment Transaction available to the Company before the amount has been credited to the Bank, including when the Bank has bought a cheque on account of the Company, and the amount is not credited to the Bank, the Bank shall be entitled to withdraw the amount plus interest from the relevant Account or claim reimbursement interest from the Company. In the event of insufficient funds on the relevant Account, the Company shall immediately upon demand repay the amount plus interest to the Bank.

6.3 Refusal to make funds available

The Bank may refuse to make the funds of a Payment Transaction available if the Bank is prevented from making the funds available due to internal policies and procedures or the Bank is prohibited to make the funds available due to legislation or other regulations applicable to the Bank.

6.4 Information on the executed Payment Transaction

After the execution of a Payment Transaction the Bank will provide the Company with information regarding the transaction. The information provided varies depending on the type of transaction and the means of communication.

Special Terms for Payment Services

The information referred to in the first paragraph will be made available without undue delay after each transaction or periodically once a month or otherwise as agreed between the parties and depending on the means of communication.

7 DIRECT DEBITS

Where a Payment Transaction has been initiated by the Company as a Payee, the Bank (as the Payee's Payment Service Provider) is responsible for correctly transmitting the Payment Order to the Payer's Payment Service Provider in accordance with clause 7.3.

7.1 Authorisation/Consent

Consent to Direct Debit transactions is given directly between the Payer and the Payee. Such consent shall be given in the form prescribed in the relevant Manual and/or Direct Debit Scheme Rules, as applicable. The Company, when acting as Payee, is obliged to collect, process and store data related to such consents given to it. The Company shall, upon request from the Bank, without delay, provide to the Bank information relating to Direct Debit transactions initiated by it and a copy of the relevant consent. The Bank shall be entitled to rely upon such consent. When acting as Payer, the Company is obliged to, without delay, inform the Bank of any cancellation of any consent.

7.2 Pre-notification

The Company (as Payee) undertakes to pre-notify its debtors of any Direct Debit transaction in accordance with the relevant Manual and/or Direct Debit Scheme Rules, as applicable.

7.3 Execution time Direct Debits

The Bank will transmit a Payment Order initiated by the Company as Payee to the Payer's Payment Service Provider within the time limits agreed with the Company enabling settlement on the agreed due date, provided that the transaction has been initiated in accordance with the relevant Manual and/or Direct Debit Scheme Rules, as applicable, and applicable Cut-off Times.

7.4 Revocation of Payment Orders/consent

The Company may revoke or modify the Payment Order at the latest by the end of the Business Day preceding the day agreed for debiting the funds. Should a Payment Order be revoked after this, the Bank may be unable to stop execution of the Payment Transaction.

7.5 Refunds for Direct Debits

The Company (as Payer) may be entitled to a refund right for authorised Direct Debit transactions depending on the rules in the applicable legislation and/or the rules in the applicable Manual and/or Direct Debit Scheme Rules. However, the Bank will not make any refunds in the event of insolvency of the Payee.

Requests for refunds of a Direct Debit transaction between the Company (as Payer) and the Bank (as Payee), will be investigated by the Bank without undue delay. Depending on the outcome of such investigation, the Bank will either refund the full amount or provide justification for refusing the refund.

7.6 Right of Recourse for Direct Debits

The Company (as Payee) shall immediately upon demand compensate the Bank for any refunds for Direct Debit transactions that the Bank is obliged to make to the corresponding Payer. The Bank will immediately debit any such amount from any of the Company's Accounts.

This clause 7.6 will survive the termination of this agreement for a period allowing all possible refunds to be settled.

7.7 Collateral

Should the Company terminate its Accounts with the Bank the Company (as Payee) undertakes to, immediately upon demand, provide collateral, in form and substance satisfactory to the Bank, to the Bank equivalent to any possible future outstanding claims in relation to refunds for Direct Debit transactions to the corresponding Payers.

8 NON-EXECUTION OR INCORRECT EXECUTION

Should the Company claim that a Payment Transaction was not correctly executed the provisions of this clause 8 shall apply.

8.1 Complaints

Upon becoming aware of any incorrectly executed Payment Transactions, the Company shall notify the Bank thereof without undue delay and no later than three (3) months after the debit date. A notice shall be made in accordance with clause 12 (Notices, change of address) of the General Terms.

8.2 Limitation of the Bank's liability

The following shall apply under this Product Agreement for Payment Services instead of the first paragraph of clause 14 (Limitation of liability, force majeure) of the General Terms.

The Bank shall not be liable for any abnormal and unforeseeable circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary, or where a Payment Service Provider is bound by other legal obligations deriving from any applicable legislation.

Except where otherwise stated, the following shall apply in addition to the relevant provision of the General Terms.

The Bank shall not be liable for any incorrectly executed Payment Transactions in case the Company is acting in non-compliance with this Agreement, for example, if the Company has failed to notify the Bank in accordance with clause 8.1 above.

The Bank shall not be liable if a Payment Order has been refused in accordance with clause 4.5 or 6.3 above.

Special Terms for Payment Services

A Payment Transaction with a Unique Identifier specified by the Company shall be deemed to have been executed correctly with regard to the Payee. If the Unique Identifier provided by the Company is incorrect, the Bank shall not be liable for such an erroneous Payment Transaction. The Bank has no obligation to investigate the correctness of the Unique Identifiers.

Where the Bank is liable, clause 8.4 shall apply.

8.3 Recovery of funds

Regardless of liability, the Bank will, at the Company's request, make efforts to trace the Payment Transaction and notify the Company of the outcome. The Bank will charge the Company for its actual expenses for such investigations.

If the Company has provided an incorrect Unique Identifier, the Bank will, regardless of liability, at the Company's request, make reasonable efforts to recover the funds. The Bank will charge the Company for its actual expenses for such recovery. Such charge may be subtracted from the returnable amount.

8.4 Remedies

Where a Payment Transaction is not executed within the time specified in clause 4.3, 6.1 or 7.3, the Company is entitled to receive interest on the amount of the Payment Transaction from the date on which the amount should have been credited to the Payee's Payment Service Provider's or an Intermediary's account, as applicable, in accordance with clause 4.3 or to the Company's Account in accordance with clause 6.1 or 7.3, as applicable, until the date on which the funds are so credited. Should the Payment Transaction not have been executed, the Bank shall make immediate efforts to effect execution or the parties may agree that the Bank shall refund to the Payer the amount of the non-executed Payment Transaction, if it has been debited, and any charges and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place.

9 UNAUTHORISED TRANSACTIONS

Should the Company claim that a Payment Transaction was not authorised, the provisions of this clause 9 shall apply.

9.1 Notification

Upon becoming aware of an Unauthorised Transaction, the Company shall notify the Bank thereof without undue delay and no later than three (3) months after the debit date.

9.2 Bank's liability

After the Company's notification pursuant to clause 9.1, the Bank shall refund the Payer the amount of the Unauthorised Transaction. If applicable, the Bank shall also restore the debited Account to the state in which it would have been had the Unauthorised Transaction not taken place. The Bank may, however, refuse such refund in case it has reasonable grounds for suspecting intended incorrect notice or such other fraudulent procedure. In such circumstances the Bank communicates the suspected fraud and its grounds to the relevant local supervisory authority in writing. The refund shall be made no later than by the end of the following Business Day after the Bank has been notified of the Unauthorised Transaction.

The Bank reserves the right to debit the Account again if it is later established that the Company is liable for the Unauthorised Transaction in whole or part.

The Bank shall not be liable for any amount due to an Unauthorised Transaction resulting from unauthorised use of a Security Solution, or the Company failing to keep the Security Solution and/or the personalised security features safe from misappropriation. However, the Company shall not be responsible for the unauthorised use of or misappropriation of the Security Solution after it has notified the Bank thereof, except where the Company has acted negligently or fraudulently.

10 EXCHANGE RATE POLICY

The Exchange Rate used shall be the currency exchange rate valid at the time of processing, unless otherwise agreed.

Exchange Rates are available on request.

SPECIAL TERMS FOR COUNTRIES

1 STRUCTURE

These Special Terms for countries shall be read and construed together with the General Terms for Cash Management Products and the Special Terms for Payment Services.

2 SCOPE

These Special Terms for countries shall apply to Payment Services provided to the Company by the Bank in each respective country, as indicated below.

3 INCONSISTENCY

In the event of any inconsistency between the provisions of the Special Terms for countries and the Special Terms for Payment Services, the Special Terms for countries shall prevail.

Special Terms for Countries

4 SWEDEN

4.1 Incoming payment transactions

Unless otherwise agreed, incoming foreign currency payments will be credited to the Company's Account in the relevant currency, irrespective of whether another Account has been specified in the Payment Order. Should the Company not have an Account in the relevant currency the Bank will convert the currency to the currency of the specified Account.

The paragraph above does not apply for SEPA Credit Transfers. Incoming SEPA Credit Transfers will be credited the Account specified in the Payment Order, even if it means that a currency exchange must take place.

5 DENMARK

5.1 Incoming payment transactions

Unless otherwise agreed, incoming foreign currency payments will be credited to the Company's Account in the relevant currency, irrespective of whether another Account has been specified in the Payment Order. Should the Company not have an Account in the relevant currency the Bank will convert the currency to the currency of the specified Account.

The paragraph above does not apply for SEPA Credit Transfers. Incoming SEPA Credit Transfers will be credited the Account specified in the Payment Order, even if it means that a currency exchange must take place.

5.2 Reversal of incorrect Payment Transactions

If the Account has been incorrectly credited due to an obvious error by the Bank or another bank or any third party acting on behalf of a bank, the Payment Transaction may be corrected by debiting the Account. The Bank's right to correct such errors does not apply if the amount was credited to the Account in accordance with instructions from a third party. The Bank will notify the Account Holder about the reversal.

6 FINLAND

6.1 Reversal of incorrect Payment Transactions

The Bank is entitled to correct errors resulting from its own action such as a misprint, miscalculation or a similar technical error in payments transmission even if the Payment Transaction has already been credited to the Payee's account. The Bank seeks to rectify the error as soon as possible after the error was detected and in any case within a reasonable time after the error was made. The Bank notifies the Account Holder of the error and its correction without delay. Correction of an error may not, without the Account Holder's consent, result in an overdraft in the Account Holder's account.

7 NORWAY

7.1 Compliance with the Norwegian gaming legislation

The Company undertakes to ensure that no Payment Transactions to or from gaming companies not holding a Norwegian license are transferred to or from the Account(s).

7.2 Domestic Payment Transactions

For Domestic Payment Transactions in NOK in Norway, the amount of the Payment Transaction will be credited to the Payee's Payment Service Provider's account the same day the Payers account is debited.

7.3 Direct Debits

The Company has no right to claim refunds in accordance with the Norwegian Financial Agreements Act (Finansavtaleloven) § 33a. This paragraph is superior to any specific terms stating otherwise.

Finansavtaleloven § 43a does not apply.

7.4 Non-execution or incorrect execution

7.4.1 Reversal of incorrect Payment Transactions

If an Account has been incorrectly credited, or debited with insufficient amount, and this is due to an error by the Bank or another bank or any third party acting on behalf of a bank, the Payment Transaction may be corrected by debiting the Account within three Business Days after the Payment Transaction was made. The Bank's right to correct such errors does not apply if the amount was credited to the Account in accordance with instructions from a third party. If the Payment Transaction is a result of criminal activity by the Company or any person or persons acting on behalf of the Company, the Bank has a right to correction also after expiry of the three day period.

8 THE UNITED KINGDOM

8.1 Scope

For the avoidance of doubt, "Payment Services" shall not include transactions involving cheques.

8.2 Application of the Payment Services Regulation 2009

To the fullest extent permitted by law, the Company agrees that the provisions of the Payment Services Regulations 2009 (as from time to time amended, restated or re-enacted) (the "Regulations") shall not apply to the Special Terms for Payment Services.

The provisions which shall not apply as provided in the paragraph above shall include the whole of Part 5 of the Regulations and Regulations 54(1), 55(2), 60, 62, 63, 64, 67, 75, 76 and 77 (as from time to time amended, restated or re-enacted).

Special Terms for Countries

8.3 Unique Identifier

The definition of "Unique Identifier" shall have added to it, the words: "and for United Kingdom payments in Sterling, the Sort Code number and account number of the Payee's account".

8.4 Authorisation/consent

For UK companies the phrase "authorised signatories" means those signatories previously advised to the Bank in the mandate from the Company.

8.5 Domestic Payment Transactions

A second paragraph shall be added as follows: "For BACs payments the Company and Bank agree that the Payment Transaction is to be credited to the Payee's Payment Service Provider's account by the end of the second Business Day following Acceptance Date".

8.6 Execution time Direct Debits

A second paragraph shall be added as follows: "Under the UK Direct Debit Scheme, Payment Orders are transmitted by the Payee to the Payer's Payment Service Provider".

8.7 Complaints/Notification

The parties agree that clauses 8.1 *Complaints* and 9.1 *Notification* apply a different time period for the purposes of Regulation 59(1).

8.8 Direct Debits

The following words shall be added at the end of the clause: "(except in the case of Direct Debits under the UK Direct Debit Scheme, where Payment Orders are transmitted by the Payee)".

9. GERMANY

9.1 Direct Debits

In addition to Clause 7 in the Special Terms for Payment Services, the Terms and Conditions for Direct Debit Collection (*Bedingungen für den Lastschriftinzug*) will apply. In the event of any inconsistency between the provisions of the Special Terms for Payment Services and the Conditions for Direct Debit, the Conditions for Direct Debit shall prevail.

10 THE UNITED STATES

10.1 Incoming payment transactions

10.1.1 Availability of funds

In addition to this clause 9.1 the Bank's Policy on Funds Availability shall also apply. The Bank's Policy on Funds Availability is included in the Special Terms for United States.

10.2 Non-execution or incorrect execution

10.2.1 Complaints

Clause 8.1 *Complaints* shall be amended to read:

On becoming aware of any incorrectly executed Payment Transaction, the Company shall notify the Bank thereof in accordance with the clause below "*Duty to inspect statements*".

10.3 Duty to inspect statements

The Company must promptly notify the Bank of (i) any errors or irregularities in its statements or Accounts, (ii) any fraudulent or unauthorized transactions, including signatures, alterations or forged endorsements and (iii) if it does not receive its statement(s).

If the Company does not notify the Bank within three (3) months after the statement has been sent of any of the above, the statement(s) will be deemed correct and the Bank shall not be liable for reimbursing the amount of the error to the extent that the Bank would suffer a loss.

The Company may not bring a lawsuit against the Bank to recover for any claim or error or fraudulent transaction unless the Company has given the Bank timely notice as provided above, and the Company commences the lawsuit within three (3) months period. The Company shall have twelve (12) months to bring a lawsuit if the claim is based upon an error or forged or unauthorized signature or alteration to the front or back of the check and eighteen (18) months to bring a lawsuit if the claim is based upon a forged, missing or unauthorized endorsement.

The amounts shown in any statement for the Account shall be evidence of the amounts on deposit with the Bank. In any dispute, however, the Bank's records shall be presumed to be correct and controlling subject to evidence submitted by the Company.

10.4 Unauthorised Transactions

10.4.1 Notification

Clause 9.1 *Notification* shall be amended to read:

On becoming aware of any Unauthorised Transaction, the Company shall notify the Bank thereof in accordance with the clause above "*Duty to inspect statements*".