

16. **No FDIC Insurance, Not Obligations of Any Bank.** Client understands that the assets in Client's Account are subject to the risk of partial or total loss due to market fluctuations or the insolvency of the issuer(s). The assets in Client's Account (including all related cash balances and shares of any Mutual Fund) are not deposits or other obligations of DBSI, Deutsche Bank AG, Pershing, or any other bank, are not guaranteed by DBSI, Deutsche Bank AG, Administrator, Bank or any other bank, and are not insured by the Federal Deposit Insurance Corporation (FDIC). Monies held in the Insured Deposit Program (IDP) may be FDIC insured while those monies are held in a depository account at a participating bank as described in the IDP Terms and Conditions. Client may from time to time be offered investment products for which DBSI or Deutsche Bank AG is an obligor. These products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not usually be covered by FDIC insurance, unless otherwise disclosed in the written offering documents for such products.
17. **Cash Sweep Selection.** Client agrees to contact DBSI regarding the selection of Cash Sweep Options and understands that Client's choice of Cash Sweep Options may be limited to money market mutual funds or deposit products that are unaffiliated with DBSI if Client's Account is an individual retirement account or an ERISA account, or if DBSI is acting as Client's investment adviser. Client understands that any funds Client has on deposit with the banks participating in IDP will be allocated among such banks in a manner described in the IDP Terms and Conditions.
18. **Credit Information and Investigation.** Client authorizes DBSI and Pershing to obtain reports concerning Client's credit standing and business conduct at their discretion without notifying Client. Client also authorizes DBSI to share among service providers (as set forth herein) and DBSI Affiliates such credit-related and business conduct information and any other confidential information DBSI, Deutsche Bank AG and such Affiliate(s) may have about Client and Client's Account, in accordance with DBSI's Privacy Policy. DBSI and Pershing will provide Client with a copy of each of their Privacy Policies shortly after execution by Client of this Agreement. Client may request a copy of Client's credit report, and upon request, DBSI will identify the name and address of the consumer reporting agency that furnished it.
19. **Confirmations, Statements, and Other Communications.** Client agrees to notify DBSI in writing, within ten (10) days after transmittal to Client of a confirmation, of any objection Client has to any transaction in Client's Account(s). In the absence of such written notification, Client agrees that all transactions in Client's Account(s) will be final and binding. Client understands objections must be directed to the Branch Supervisor in writing, at the address on Client's account statement or confirm. For more information on how confirmations and account statements are delivered, please refer to the Appendix to this Account Agreement.
20. **Recording Conversations.** Client consents to DBSI recording any or all telephone calls with Client.
21. **Joint Accounts.**
 - a. Unless Clients specify "tenants in common" or "community property," Clients authorize DBSI to designate a joint account as "joint tenants with right of survivorship," or as "tenants by the entirety" if Clients are married and reside in a state that recognizes said designation for personal property. Clients agree that joint accounts will be carried by DBSI on Pershing's books in the form reflected by the Account name appearing on the account statement. In the event that the Account is a joint tenancy with right of survivorship or a tenancy by the entirety, the entire interest in the joint Account shall be vested in the survivor or survivors on the same terms and conditions as before the death. The survivors and the estate of the deceased Accountholder will indemnify DBSI for any loss incurred through treatment of the Account as provided herein.
 - b. Clients agree that each party to the joint account shall have authority to deal with DBSI as if each were the sole Account owner, all without notice to the other Account owner(s). Clients agree that notice to any Account owner shall be deemed to be notice to all account owners. Each Account owner shall be jointly and severally liable for this Account. DBSI may follow the instructions of any owner concerning this Account and make deliveries to any owner, of any or all property and payment, even if such deliveries and/or payments shall be made to one owner personally and not to all of the Account owners. DBSI shall be under no obligation to inquire into the purpose of any such demand for delivery of securities or payment and shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any Account owner. Notwithstanding the foregoing, DBSI may require joint action by all account owners with respect to any matter concerning the account, including the giving or cancellation of orders and the withdrawal of monies, Securities and Other Property. In the event DBSI receives conflicting instructions from any owner, it may in its sole discretion: (i) follow any such instructions; (ii) require written or verbal authorization of both, all, or any owner before acting on the instructions from any one owner; (iii) send the assets of the Account to the address of the account; or (iv) file an interpleader action in an appropriate court to let the court decide the dispute.
 - c. In the event of the death of any owner, the survivor(s) shall immediately give DBSI written notice thereof. DBSI may, before or after receiving such notice, take such action, require such documents, retain such securities and/or restrict transactions in the Account as necessary for its protection against any tax, liability, penalty, or loss under any present or future laws or otherwise. Any cost resulting from the death of any owner, or through the exercise by any decedent's estate, survivors (including other Account owners) or representatives of any rights in the Account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent. The estate of the decedent and each survivor (including other Account owners) shall continue to be jointly and severally liable to DBSI for any obligation of the joint account or net debit balance or loss in said account until such time as DBSI distributes the assets in accordance with Clients' instructions.
22. **Non-disclosure of Confidential and Material, Non-public Information.** During the course of business, employees of DBSI may come into possession of confidential and material non-public information. Under Applicable Law, such employees are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is a Client of DBSI. Client understands that under Applicable Law, DBSI employees are prohibited from communicating such information to Client and that DBSI shall have no responsibility or liability to Client for failing to disclose such information.