

2. Subject to the preceding disclosure, Client agrees to arbitrate any controversies or disputes that may arise with DBSI or Pershing, whether based on events occurring prior to, on or subsequent to the date of this Account Agreement, and including any controversy arising out of or relating to any Account with DBSI, the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBSI, to transactions with or through DBSI, or any controversy as to whether any issue is arbitrable. Any arbitration under this Account Agreement shall be determined only before an arbitration panel set up by the FINRA in accordance with its arbitration procedures or an exchange of which DBSI is a member in accordance with the rules of that particular regulatory agency then in effect. Client may elect in the first instance whether arbitration shall be by FINRA or a specific national securities exchange of which DBSI is a member, but failure to make such election by registered letter to Deutsche Bank Securities Inc., Compliance Department - Attention: Director of Compliance, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836 within (5) five days after receipt of a written request from DBSI for such election, gives DBSI the right to elect the arbitration forum that will have jurisdiction over the dispute. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction. Any arbitration under this Account Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.
3. Neither DBSI, Pershing, nor Client(s) waive any right to seek equitable relief pending arbitration. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative-class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

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