

23. **Third Party Authorization; No Agency.** Client agrees that if Client authorizes third party(ies) (including, without limitation, any investment advisor or money manager) to act on Client's Account, such third party(ies) shall be bound by the Terms and Conditions of this Account Agreement. Client further agrees that unless otherwise agreed to in writing by DBSI, third party(ies) authorized by Client to act for Client, whether or not referred to Client by DBSI, is/are not, and shall not be deemed agents of DBSI and DBSI shall have no responsibility or liability to Client for any acts or omissions of such third party, or any officers, employees, or agents thereof.
24. **No Legal, Tax or Accounting Advice.** Client acknowledges and agrees that: (i) neither DBSI, nor Pershing, provide any legal, tax, or accounting advice; (ii) employees/agents of DBSI and Pershing are not authorized to give any such advice; and (iii) Client will not solicit such advice or rely upon such advice given in error, whether or not in connection with transactions in or for any of Client's Account(s). In making legal, tax, or accounting decisions with respect to transactions in or for Client's Account(s) or any other matter, Client will consult with and rely upon Client's own advisers, and not DBSI. Client acknowledges that DBSI shall have no liability therefore.
25. **Limitation of Liability.** Client agrees that, unless otherwise provided in any other agreement between Client and DBSI or under Applicable Law, DBSI shall not be liable for any loss to Client except in the case of DBSI's gross negligence or willful misconduct. DBSI shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, act of foreign or domestic terrorism or other conditions beyond DBSI's control. DBSI shall not be liable for any damages caused by equipment failure, communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond DBSI's control.
26. **Customer Inquiries/ Customer Complaints.** For general inquiries, Client will contact the Client Advisor or Branch Supervisor assigned to Client's Account(s) for questions or assistance on any matter relating to these Account(s). Client must direct all formal complaints against DBSI or any of its employees to Deutsche Bank Securities Inc., Compliance Department - Client Inquiries, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836 or Client may call 212-250-1085.
27. **Entire Understanding.** This Account Agreement contains the entire understanding between Client and DBSI concerning the subject matter of this Account Agreement and there are no oral or other agreements in conflict herewith. The Terms and Conditions of this Account Agreement shall apply to each and every account and, collectively, any and all funds, money, Securities and Other Property that Client has with DBSI and supersedes any prior Account Agreement Client may have signed with DBSI. Client acknowledges that Client may be required to enter into separate agreements with respect to products or services offered by or through DBSI or its affiliates.
28. **Right to Terminate or Amend.** Client agrees that DBSI has the right to terminate this Account Agreement and close any related accounts or amend the Terms and Conditions of this Account Agreement at any time and for any reason by sending written notice of such termination or amendment to Client. Any such termination or amendment shall be effective as of the date that DBSI establishes. Client cannot waive, alter, modify or amend this Account Agreement unless agreed in writing and signed by DBSI. No failure or delay on the part of DBSI to exercise any right or power hereunder or to insist at any time upon strict compliance with any term contained in this Account Agreement, shall operate as a waiver of that right or power or term.
29. **Controlling Law.** This Account Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights of the parties determined, in accordance with the laws of the State of New York and the United States, as amended, without giving effect to the choice of law or conflict-of-laws provisions thereof.
30. **Headings.** Paragraph headings are for convenience only and shall not affect the meaning or interpretation of any provision of this Account Agreement.
31. **Assignment, Separability, Survivability.** This Account Agreement shall be binding upon Client's heirs, executors, administrators, personal representatives and permitted assigns. It shall inure to the benefit of DBSI's successors and assigns, or any successor clearing broker, to whom DBSI may transfer Client's Account(s). DBSI may, without notice to Client, assign the rights and duties under this Account Agreement to any of its Affiliates, or to any other non-affiliate entity upon written notice to Client. If any provision or condition of this Account Agreement shall be held to be invalid or unenforceable by any court, administrative agency, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Account Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.
32. The provisions of this Account Agreement governing arbitration (Section III), controlling law (Section II.29) and limitation of liability (Section II.25) will survive the termination of this Account Agreement.

### III. ARBITRATION

1. This section of the Account Agreement contains the predispute arbitration agreement between Client and DBSI and Pershing, as applicable, who agree as follows:
  - a. All parties to this Account Agreement (being Client, DBSI and Pershing) are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed, or as prohibited by Applicable Law;
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited;
  - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;
  - d. The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date;
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
  - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; and
  - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Account Agreement.