

Secondary A/c  
# [REDACTED]  
D. OR. 10/29/13

### Account Agreement

Southern Financial LLC

Client(s)

Address

6100 Red Hook Quarter B3

St Thomas

00802

City

State

Zip Code

Account Title (Complete if different from the Client above)

Account No. [REDACTED]

**IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT**

This is the account agreement (Account Agreement) between Client and Deutsche Bank Securities Inc. (referred to herein as "DBSI"). It includes the terms and conditions and is the contract that controls each brokerage account in which Client has an interest (each an "Account"). Client agrees to read this Account Agreement and the Appendix to this Account Agreement: Disclosures and Definitions ("Appendix") carefully. If Client is not willing to be bound by these terms and conditions, Client should not sign this Account Agreement. Client's signature confirms that Client has read and agrees to the terms of this Account Agreement and the Appendix annexed hereto.

#### I. CLIENT REPRESENTATIONS

Client certifies that all of the information provided by Client in this Account Agreement is accurate and complete and that each of the following statements is accurate as to Client and Client's Account:

- a. Where Client is a natural person, Client is of legal age;
- b. For all accounts: (a) no one except the person(s) named on the Account(s), or, if signed in a representative capacity, then no one except the beneficial owner(s), has any interest in the Account(s), (b) Client is and will remain compliant with all Applicable Laws, (c) Client is financially capable of satisfying any obligations undertaken through Client's Account(s), (d) Client acknowledges that the purchase and sale of securities entails substantial economic risk, and represents knowingly and willingly that Client can assume such risk and (e) Client has read and understands the terms set forth in this Account Agreement and those agreements or supplements incorporated by reference and understands that Client is bound by such terms;
- c. Client agrees to notify us in writing if: (a) Client is or becomes an employee, member or immediate family member of any securities exchange (or corporation of which any exchange owns a majority of the capital stock), Financial Industry Regulatory Authority, Inc. (FINRA) or of any broker-dealer, (b) Client is or becomes a senior officer or immediate family member of such a person of any bank, savings and loan institution, insurance company, investment company, investment advisory firm or institution that purchases securities, or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such consent has been provided to DBSI.

Client will promptly notify DBSI in writing if any of the above circumstances change.

#### II. TERMS AND CONDITIONS THAT APPLY TO CLIENT'S ACCOUNT(S)

The following terms and conditions govern Client's Account(s):

- 1. **Rights of DBSI.** All rights granted to DBSI under this Account Agreement are granted with the understanding that it shall be within the sole discretion of DBSI whether, and in what manner, to exercise such rights. The failure of DBSI to exercise any right granted under this Account Agreement shall not be deemed a waiver of such right or any other right granted hereunder. DBSI retains the right to delegate to its agent, including its clearing agent, Pershing LLC (Pershing), one or more of DBSI's rights or obligations under this Agreement without notice to Client.
- 2. **Cash Account.** DBSI will classify each Account as a cash brokerage account. DBSI must separately approve the opening of a margin account (Margin Account) and Client must separately sign the Margin Agreement.
- 3. **Order Execution.** Orders for the purchase or sale of assets may be routed to or executed through any exchange, market or broker that DBSI selects.
- 4. **Rules and Regulations.** All transactions in Account(s) shall be conducted in accordance with and subject to Applicable Law.



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