

## Terms and Conditions Corporate Accounts

Deutsche Bank Securities Inc. (referred to herein as "DBSI") accepts the Account of the client described in the attached certificate (the "Client"). The term DBSI includes its affiliates, officers, directors, agents and employees. Client understands that Pershing LLC is the carrier of the Account as clearing broker pursuant to a clearing agreement with DBSI.

Deutsche Bank Securities Inc. is a subsidiary of Deutsche Bank AG. As used herein, the term "affiliate of Deutsche Bank" or "Deutsche Bank affiliates" means Deutsche Bank AG and its subsidiaries and affiliates. Each of Deutsche Bank AG and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" shall include, but shall not be limited to, money and securities, financial instruments, commodities of every kind and nature, and all contracts and options relating to any thereof, owned by the Client or in which the Client has an interest. These terms and conditions shall be construed in accordance with the laws of the State of New York and the United States, as amended.

By opening the Account, Client agrees to the following terms and conditions:

### 1. Confirmations, and Transmission of Instructions

Client agrees to notify DBSI in writing, within ten (10) days of sending Client a confirmation, of any objection Client has to any transaction in its Account. In the absence of such written notification, Client agrees that all transactions for its Account will be final and binding on it. Client understands that it is responsible for transmission of instructions to DBSI and that Client bears the risk of loss arising from the method of transmission that Client uses in the event of transmission errors, misunderstandings, impersonations, transmission by unauthorized persons or forgery. Client agrees to release and indemnify DBSI from any and all liability arising from the execution of transactions based on such instructions except if DBSI's gross negligence caused the transmission error.

### 2. Cash Account

With respect to the Account: (i) Client will make full cash payment on or before settlement date for each security purchased, unless funds sufficient therefor are already held in the Account; (ii) Client does not contemplate selling any security before it is paid for as provided in the preceding clause; (iii) Client will own each security sold at the time of sale and, unless such security is already held in the account, will promptly deliver such security thereto on or before settlement date; and (iv) Client will promptly make full cash payment of any amount that may become due in order to meet necessary requests for additional deposits or, with respect to any unissued security purchased or sold, to mark to the market.

### 3. Short and Long Orders; Deliveries and Settlements

Client agrees that, in giving orders to sell, all "short" sales will be designated by it as "short" and all other sales will be designated by DBSI as "long." Client also agrees that DBSI may, at its discretion, immediately cover any short sales in the Account, without prior notice. In case of non-delivery of a security, DBSI is authorized to purchase the security to cover Client's position and charge any loss, commissions and fees to the Account. Client agrees that if DBSI fails to receive payment for securities Client has purchased, DBSI may, without prior demand or notice, sell those securities or other property held by DBSI in the Account and any loss resulting therefrom will be charged to the Account. Client authorizes DBSI, at its discretion, to request and obtain extension(s) of Client's time to make payment for securities Client purchased, as provided for by Federal Reserve Bank Regulation T.

### 4. Liens

Client hereby grants to DBSI and its Affiliates a security interest in and lien upon all Securities and Other Property in the possession or control of DBSI, any of its Affiliates or Pershing, in which Client has an interest (held individually, jointly or otherwise) (collectively all such Securities and Other Property are referred to herein as "Collateral") in order to secure any and all indebtedness or any other obligation of Client to DBSI and its Affiliates or Pershing (provided that such indebtedness or obligation to Pershing arises in connection with this Agreement) (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint account holders ("Joint Accountholders") acknowledge and agree that pursuant to this lien, the Collateral shall include Securities and Other Property held in the Account or any other account held by either Joint Accountholder with DBSI or its Affiliates (whether individually, jointly or otherwise) and shall secure any and all Obligations of each Joint Accountholder to DBSI and its Affiliates. DBSI (or Pershing, at DBSI's instruction) may, at any time and without prior notice, sell, transfer, release, exchange, settle or otherwise dispose of or deal with any or all such Collateral in order to satisfy any Obligations. In enforcing this lien, DBSI shall have the discretion to determine which Securities and Other Property to apply for the purposes of the foregoing. Notwithstanding the foregoing, nothing herein shall be deemed to grant an interest in any Account or assets that would give rise to a prohibited transaction under Section 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)(1)(B) of the Employee Retirement Income Security Act of 1974, as amended. Securities and Other Property held in Client's retirement account(s) maintained by DBSI, which may include IRAs or qualified plans, are not subject to this lien and such Securities and Other Property may only be used to satisfy Client's indebtedness or other obligations related to Client's retirement account(s).

### 5. Authority to Borrow

In case of the sale of any security or other property by DBSI at Client's direction and DBSI's inability to timely deliver the same to the purchaser by reason of Client's failure to supply DBSI therewith, Client authorizes DBSI to purchase or borrow any security or other property necessary to make the required delivery, and Client agrees to be responsible for any loss or cost, including interest, which DBSI sustains as a result of Client's failure to make delivery to DBSI.

### 6. Interest Charges

Client acknowledges that debit balances in the Account, including, but not limited to, those arising from its failure to make payment by settlement date for securities purchased, will be charged interest at the then current rate, in accordance with DBSI's usual custom. Interest will be computed on the net daily debit balance, which is computed by combining all debit balances and credit balances in each account with the exception of credit balances associated with short security positions.

### 7. Credit Information and Investigation

Client authorizes DBSI to obtain reports concerning its credit standing and business conduct at DBSI's discretion. Client also authorizes DBSI and any affiliate of Deutsche Bank, including, without limitation, Deutsche Bank AG, to share among such affiliates such information and any other confidential information DBSI and such affiliates may have about Client and the Account.

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