

III. Arbitration

1. This section of the Account Agreement contains the pre-dispute arbitration agreement between Client and DBSI and Pershing, as applicable, who agree as follows:
 - a. All parties to this Account Agreement (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 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.
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 FINRA in accordance with its arbitration procedures. Arbitration must be initiated by filing a written claim with FINRA. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction.
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: (a) the class certification is denied, or (b) the class is decertified, or (c) 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 Account Agreement except to the extent stated herein.

IV. Tax election/declaration of tax status

This Account Agreement is designed for use by both U.S. Persons and Non-U.S. Persons. Please check the box next to the applicable item below. Client certifies that Client will notify DBSI in writing immediately if the representation certified to below ceases to be true and correct.

- ☐ U.S. Person: I am a U.S. person (including a U.S. resident alien). I am submitting a validly completed Internal Revenue Service Form W-9.
- ☐ Non-U.S. Person: I am not a U.S. Person. I am submitting the applicable Form W-8 to certify my foreign status and, if applicable, claim tax treaty benefits.

V. Trusted Contact Person (To be completed at the option of Client)

This Section V. may be completed by Client only if Client is not one or more of the following (each, an "Exempt Client"):
(i) a bank, savings and loan association, insurance company or registered investment company; (ii) an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940, as amended or with a state securities commission (or any agency or office performing like functions); or (iii) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million. Do not complete this Section V. if Client is an Exempt Client. By completing the Trusted Contact Person Information below, initialing where indicated below and signing this Account Agreement, Client authorizes DBSI and Pershing to contact the trusted contact person aged 18 or older named below (the "Trusted Contact Person") and to share with the Trusted Contact Person Client's nonpublic personal information held at DBSI and Pershing and any information regarding securities, insurance, bank related, financial planning or other financial products or services offered by or through DBSI or Pershing or any financial information Client may have provided to DBSI or Pershing. Client understands that DBSI and Pershing may contact the Trusted Contact Person if there are questions or concerns about Client's whereabouts or health status or in the event that DBSI or Pershing believe that Client may be a victim of fraud or exploitation.