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This Is the account agraamsnt (Account Agraoment) between Client and Deutsche Bante Securities Inc. (referred to herein as "DBSI"). It includes the terms and conditions and Is the contract that controls each brokarags account In which Client has an interest (each an 'Account'). Client agrees to road this Account Agreement and the Appendix to this Account Agreement: Disclosures and Delinitions ('AppendiK') carofutjy. If Client Is not willing to bo bourtti 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 ol this Account Agreement and the Appendix annexed hereto. - '

I. CLIENT REPRESENTATIONS

Client certllies that all of the information provided by Client In this Account Agreement Is accurate and complata and that each of the following steiamenta is accurete as to Client and Client's Account:

- B. Where Client Is a natural person. Client is ot legal age;
- b. For all accounts; (a) no one except the person(E) named on the Account(s), or, it signed in a rspresematlvo

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 director, 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

... unless such

I employer whose consent is required to operate and maintain this Account by regulation or otherwise 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 CLIENTS ACCOUNTS)

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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5. ^rchsEfi of Securttlos. D8SI requires that cash accounts contain sufficient funds to settle e transection, but has the right to accept an order without sufficient funds with the understanding that Clioni will submit payment on or before settlement date for each security purchased. DSSI retains the rtflhi to cencol or liquidate eny order accepted and/or executed without prior notice to Client, If DBSt does not rocoivo peymont by senlemont date. Alternetiuely. upon Clloiiit'8 lalluro to pay for purchased and settled securities. OQSI has the right to srMI Securities and Othar Pfoporiv hald In any of Cliont's Accoontfsl, and ocharge;to Client any loss resulting ihoret fom.

S, ^le of Seoutltlos. Client egfloeo that it* a cosh aaccount: (a) Client will not sell any Sacurliy betora II Is paid tor, (b] Cliet« will own each security sold et the time ol sale, (cl.unless such security Is already held in ihaArurount, Client will promptly deliver such security thereto on or before Battlement dalii. Id) Client will promptly mako full cssb payment of ony amunt which moy beome due in ordiir m mdafnecessary requests for addltio/rel depcislis and (a) with rospoct to any Securities end Other Property sold, Client will satisfy any mark to tho markot dotIclencloE. Client must affect all Short Salse in a margin ocoount and dosignatn these sales as 'short." All ouier sales Wll) be designated as 'long'';end will be deetnsd to ho owned by Client In tho event.that OBSI orrters an brder to sell Securities and Other Property that Client represents Client owns, but which are not held in the Account et the time of tala, and Client falls to make pelitiBry by sattleatsnt dste, B8SI hen lire right to ouraheso oi borrow arry Sseu/itit» and Other Property necessary to make the required delivery. Client agieriB'to oompensate OQSI far any loss or cost Including Interest, commission or fees sustained as a result of .the forsgoirig. OBSI charges interest on unpaid balances In cash accounts from tbe close ef business on settlement deto. See the Annual Olsclosure Statemant at

[http://www,pwm.db.ocm/amBrlca9/en/annual6lscro5ii\(estateinBnhtml](http://www,pwm.db.ocm/amBrlca9/en/annual6lscro5ii(estateinBnhtml) for additional information eri lolarast ohargen,

7. Restricttione on Trading. DBSI has the tight to prohibil or restrict Client's ability to trade Securities end Other

Property, or to substitute ouoti rifles in Client's Acoeom.

8, Restricted Soeuritiaio. Client Will not buy, sell or pledge any Restricted

Securities without DBSI's prior written approval. Prior to placing any order for Restricted Securities subject to Rule 144 or 145 of the Securities Act of 1933, Client must identify the status of the securities and furnish the necessary documents (including opinions of legal counsel. If requested) to obtain approval to transfer and register those securities. DBSI will not be liable for any delays in the processing of these securities or for any losses caused by these delays. DBSI has the right to decline to execute an order for those securities until the transfer and registration of such securities has been approved.

9. Order Placement and Cancellation/Modification. When Client verbally places an order with a Client Advisor, Client will be bound to the oral confirmation repeated back to Client, unless Client objects at the time of the order. Client understands that requests to cancel/modify an order that DBSI accepts are on a best efforts basis only.

10. Aggregation of Orders and Average Price. Client authorizes DBSI to aggregate orders for Client Accounts) with other orders. Client recognizes that in so doing, Client may receive an average price for orders that may differ from the price(s) Client may have received had the orders not been aggregated. Client understands that this practice may result in orders being only partially completed.

11. Transmission of Instructions. Client understands and accepts responsibility for the transmission of Instructions to DBSI and will bear the risk of loss arising from the method of transmission used in the event of transmission errors, misunderstandings, impersonations, transmission by unauthorized persons, forgery or intercepts. Except in the event of gross negligence, Client agrees to release and indemnify DBSI, its affiliates, employees and directors from any and all liability arising from the execution of transactions based on such Instructions.

Role of Certain Third Parties. DBSI engages a third-party clearing agent, Pershing. Client understands that Pershing is the custodian of Client's assets, clears and settles all transactions, and extends credit on any margin purchases, where applicable. Client further understands that Pershing may accept from DBSI, without inquiry or investigation: (i) orders for the purchase or sale of Securities and Other Property on margin or otherwise, and (ii) any other Instructions concerning Accounts. Client further understands that the contract between DBSI and Pershing, and the services rendered thereunder, are not intended to create a joint venture, partnership or other form of business organization of any kind. Pershing shall not be responsible or liable to Client for any acts or omissions of DBSI or its Employees. Pershing does not provide investment advice, nor offer any opinion on the suitability of any transaction or order, DBSI is not acting as the agent of Pershing, Client is not held

Pershing, Its employees and Its officers,
directors and agents. We hold you harmless for any trading losses that Client Incurs.
13. Liana, 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 (collectively, all such obligations are referred to hereinafter as the
'Obligations'). Clients who are joint
Accountholders (Joint Accountholders) acknowledge and agree that pursuant to
this lien to DBSI and Affiliates, 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 or Pershing (whether
Individually, jointly or otherwise) and shall secure any
and all Obligations of each Joint Accountholder to DBSI and Its Affiliates
or Pershing. With respect to the lien
granted 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 what and how much
Collateral 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 4976(c)(1)
(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)-
(B) of the Employee Retirement Income
Security Act of 1974, as amended. Securities and Other Property held in
Client's retirement accounts (whether 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).

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14. Satisfaction of Indebtedness and Assignment of Rights. Client agrees to
satisfy, upon demand, any
including any interest and commission charges and to pay the reasonable
costs and expenses of collection of any
amount due to DBSI, including reasonable attorney's fees and court
costs. Client agrees that DBSI or
Pershing may execute or assign to esob or any third party any rights

or obligations granted under this Account Agreement. Including but not limited to the right to collect any Obligations, or liquidate any Securities and Other Property held for the Account(s).

15. Fees. Client understands that DBSI charges the Annual Account Fee for certain services and may charge service fees, processing fees and/or other fees or commissions for the services and other services provided, more fully described in the Annual Disclosure Statement, at <http://www.pyvig.db.com/annualdisclosurestatement.html>. Client understands that these fees will be charged to the Account(s) and debited from Client's Account(s).

16. No FDIC Insurance, Not Obligations of Any Bank. Client understands that the assets in Client's Account are subject to the risk of partial or total loss due to market fluctuations or the Insolvency of the Issuer(s). The assets in Client's Account (including all related cash balances and shares of any Mutual Fund) are not deposits or other obligations of DBSI, Deutsche Bank AG, Parent or any other bank, and are not insured by the Federal Deposit Insurance Corporation (FDIC). Monies held in the Insured Deposit Program (IDP) may be FDIC Insured while those monies are held in a depository account at a participating bank as described in the IDP Terms and Conditions. Client may from time to time be offered investment products for which DBSI or Deutsche Bank AG is an obligor. Those products may be complex, may not provide for the return of the full amount of principal invested or for the payment of a fixed rate of interest (or any interest) and will not normally be covered by FDIC insurance, unless otherwise disclosed in the written offering documents for such products:

17. Cash Sweep Selection. Client agrees to consult DBSI regarding the selection of Cash Sweep Options and understands that Client's choice of Cash Sweep Options may be limited to certain products not affiliated with DBSI if Client's Account is an individual retirement account or an ERISA account, or if DBSI is acting as Client's Investment adviser. Client understands that any funds Client has on deposit with the banks participating in IDP will be allocated among such banks in the manner described in the IDP Terms and Conditions.

Credit Information and Investigation. Client authorizes DBSI and Pershing to obtain reports concerning Client's credit standing and business conduct at their discretion without notifying Client. Client also authorizes DBSI to share among service providers (as set forth herein) and DBSI Affiliates such credit-related and business conduct

information and any other confidential Information. Deutsche Bank AG and its Affiliate(s) may have about Client and, Client's Account, in accordance with DBSI's Privacy Policy and Applicable Law. DBSI and Pershing will provide Client with a copy of each of their Privacy Policies shortly after execution by Client of this Agreement, which may request a copy of Client's credit report, and upon request, DBSI will identify the name and address of the consumer reporting agency that furnished it.

19. Confirmation, Statements and Other Communications. Client agrees to notify DBSI in writing, within ten (10) days after transmittal to Client of a confirmation, of any obligation Client has to any transaction in Client's Account(s). In the absence of such written notification, Client agrees that all transactions in Client's Accounts will be final and binding. Client understands that the terms of this Agreement shall be subject to the Brochure Supervisor in writing, at the address on Client's account statement or confirm. For more information on how confirmations and account statements are delivered, please refer to the Appendix to this Account Agreement.

20. Recording Conversations. Client consents to DBSI recording any or all telephone calls with Client.

21. Joint Accounts.

a. Unless Clients specify "tenants in common" or "community property," Client authorizes DBSI to designate a joint account as "Joint tenancy with right of survivorship," or as "tenants by the entirety." If Clients are married and reside in a state that recognizes said designation for personal property, Clients agree that joint accounts will be carried by DBSI on Pershing's books in the form reflected by the Account name appearing on the account statement. In the event that the Account is a joint tenancy with right of survivorship or a tenancy by the entirety, the entire interest in the Joint Account shall be vested in the survivor or survivors on the same terms and conditions as before the death, the survivor and the estate of the deceased Account holder will indemnify DBSI for any loss incurred through the operation of the Account or provided thereon.

b. Clients agree that each party to the joint account shall have the right to deal with DBSI as if each were the sole Account owner, all without notice to the other Account owner(s). Clients agree that notice to any Account owner shall be deemed to be notice to all account owners. Each Account owner shall be jointly and severally liable for this Account. DBSI may follow the instructions of any owner concerning this Account and may make deliveries to any owner, of any or all property and payment, even if such deliveries and/or payments shall be made to one owner personally and not to all of the Account owners. DBSI shall be under no obligation to inquire into the purpose of

any such demand for delivery of securities or pavniem and shall not be bound to sea to the application of disposition of the securities and/or monies so delivered or paid to any Account owner. Notwithstanding the foregoing, OBSI may require joint action by all account owners with respect to any matter concerning the account. Including the giving or cancellation of orders and the withdrawal of monies, Securities and other Property. In the event DBSI receives conflicting Instructions from any owner, It may in its sole discretion: (e) follow any such Instructions, (h) require written or verbal consent of both, all or any owner before acting on the instruction from any one owner, (c) send the details of the Account to the address of the account, or (d) file an Interpleader action in an appropriate court to let the court decide the dispute.

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. c. In the event of the death of any owner, the survivor(s) shall immediately give OBSI written notice thereof. OBSI may, before or after receiving such notice, take such action, require such documents, retain such securities and/or, or restrict transactions in the Account as necessary for its protection against any tax, liability, penalty or loss under any present or future laws or otherwise. Any cost resulting from the death of any owner, or through the exercise by any decedent's estate, survivors (including other Account owners) or representatives of any right in the Account shall be charged against the Inter-est of the survivor(s) as well as against the interest of the estate of the decedent. The estate of the decedent and each survivor (including other Account owners) shall continue to be jointly and severally liable to DBSI for any obligation of the Joint account or net debit balance or loss in said account until such time as DBSI distributes the assets in accordance with Clients' Instructions.

22. Non-disclosure of Confidential and Material, Non-public Information. During the course of business, employees of DBSI may come into possession of confidential and non-public information. Under applicable Law, such employees are prohibited from improperly disclosing or using such information for their personal benefit or for the

benefit of any other person, regardless of whether such oilier norsot) saCllorit of DBSl. Client undarstatids that under Applicable l.aw, DBSl employees are prONblid fffona communicating such information to Client and that DBSl shall have no resposhblilly or liability to Client (or failing to disclose such Informalion.

23, Third Party Auihoriintion; No Aguney. Client agrees that If Client oufhorizes thiod partydes) (Inuluding, without limitation, any inyosimont advisor or money manager) to act on Client's Account, such third' party(loe) shall be ■ bound by tho Tontit and Conditions of this Account Agreement. Cllont further agrees lhal unless otherwise agreed (0 In writing by DBSl, third partyjles) authorized by Cllerii tu act for Cileoi, whether or not refforrol to Clioot by DBS), Is/sre not, and shall not he deemed agents of DBSl and DBSl shall have no responsibility or liability to Client fot any acts Of omissions of such third patty, or any officers, employees or agents thereof. .

24, Mo Legal, Tax or Accosnting Advice. Cllairt ockriowlodgos and agrees that: (a) neither DBSl, ncr Pershing, proiids any legal, tax ur accounting atfvica, jb) neither DBSl nor, Pershing employopa ere autherizod to give any such advice and (c) Client will not solicit such advice or roly upon such advicB given in error, whether or not In connection with Transsctions In or for mvy et Client's AC'^ounils). In maklnn legal, tax or eccmmtirtg decialons Whit respect to transactions In or for Cllent'a Account(s) or any other matrar. Client will consult with and rely upon Client's own advisers, and not OQSl. Client acknowlodgoa tliitt DBS) shall have ne lleblilly thafrefnre.

Limitation of Ltebilrty. Cllont agrees lhal, unless othervirise provided in any other egraument between Client end OBSI or under Applicable Law, DBSl shslfnet ba liable for any toss to Cllont except In tho case ol DBSI's gross nogllgonca or willful misconduct. DBSl shall not ha liable for loss caused directly or indirectly by government rosuicllonB, oxohange or mrkrt rulings, suspenolon of trading, wnr, strikes, act of foreign or domestic teimrlsm or. other conditions boyonrf DBSI's cantfoP. DBSl shelf not bo liable fot any damages caused by equipment failuro, communications line failure, unauthoilzad access, theft, systems failure end other occurrences beyond OSSl's control.

, 2B. Customer Inquiries/CustomerCornplainta. For general inquiries. Cllerit tyill contact the Client Advisor or Breach Supervisor Ossignod to Client's Account(s) for questions or ossistonco on any meltor relating to these Accounti(s).

Client must direct all formal cximplalnts against DBSl or arty of Its employees to Doutacbo Bank Soouritlos Inc., Compliance Departmarit - Client Inquiries. 60 Wall Street, 23td Floor, Mail Stop NYC60-2330, New York, NY 10005-2836 or CKonr may call [REDACTED] .

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 supersede 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 covenants, agrees, and agrees to 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.

28. 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-law 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 assigns. It shall inure to the benefit of DBSI's successors and assigns, or any successor or assignee, to whom DBSI may assign 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 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 shall not affect 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

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32. The provisions of this Account Agreement governing arbitration (Section 11.28), controlling law (Section 11.29) and limitation of liability (Section 11.25) will survive the termination of this Account Agreement.

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III, ARBITRATION . .

I. This section of the Account Agreement contains the pre-dispute arbitration agreement between Client and DBS and Pershing, as applicable, who agree as follows:

a. All parties to this Account Agreement (being Client, DBS 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 review 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 reasons 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 on 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 DBS 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 DBS, the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBS, to

transBctlons with or through DBSI, ot any ceniroversy as to whether any Issue is erbltrable. Any arbifraiion Dnder this Account Agrodmant shall bo deterrnlnd only before an arbliretlon panel sat up by FINHA In accordance with FIs erbitratlon procedures or'an exchange of which DBSI is'e member In accordance with the rules of that particular regulatory agency men In offset. Ctiem may elect iti the -tlret inetanco whether orbitratldn shell be by FinRA or a specific national securities oxchanga of which DBSI Is o membar. but fellura to make such oloction by roglstorsd letter to Deutsche Bank sacorltioa Ino., Cnimplianca Dopanment - Attention; Director of Compliance. 60 Wall Street. 23rd Floor, Mall Stop NYC6D-2330, New York, NY 10005-2B36 within five days efeprr receipt ot a written request from DBSI lor such olectlon, gives DBSI the right to erect the erbitratlon forum that will have jurbdiction over tno dispute. Judgment unon etbitretion otverdo may be entered In any court, state or federol. having jurisdiction. Any arbitration under this Account Agreement will be conducted pursuant to the Federal Arbhrailoh Act and the lews of the State of New York.

3. Neither OBSI, Porshtng nor Client(s) waive any right tr< ^uek equitabb relief-pending arbitration. No paiaon shall bring a putative or cartifioid oiass atitlen to arbttiaaion, nor seek to onforco any pra-disputa arbitratfon agrooiiiiont against er\y pereort who has initieted in court a putorlvD class actlrrrr on whd is a rnumber of a putsifvD cress who lias not opted out of the class with respect to any cleime et^compassed by the putettvn doss action until: (a) the class certification is deiiletff, or (b) the class Is decertified, or (c) the Client Is excluded from the class by the court. Such ' forbearance tn enforce an agreamenl tocarUtrete shall not constitute a waiver of any rights lUnder th'ts agrBoraent except to the extept stated herein.

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3. I am a U.S.dUzan or other U.S. person (defined beiovg.

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your TIN,'you must use the tequesier'a fbrm II It I* substanUairy almaar
to tty* form W'S.

- DaflnHton of a U.S. parson. For federal tax piaposea, you are
considered a U.S, person It you ere:

• fin IndlvMuai who Is a U.8. cldxan or U.S. residant allsn,
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noted.

Purpose of Form

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obtain your corrcol laxpeyor Idonimoatlan nurnbor (TIN) lo report, for ' • A
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rsquBsloiaand, when apfxJcable. to;

1. Certify that the TIN you are giving la oorrBCt (or yotl ate waiting for a
number to be Issued).

2. Certliy that you are not subject to baclojpw withholding, or

3.0dm exemption from backup wiuiholdng If you art t U.S. exompt .

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ami pay Ihb wththoldng tax. Ttieraloro, II you are « U.S. parson that N u
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IV, TAX ELECTIONrt)ECLARATION OF TAX STATUS

Tils Account'.

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Aflreetneot is designed for use by both U.S. Poisons end Noo-U.S. Persons.

Please check the box next to the item below, that a letter will notify DBS in writing immediately if the representative below ceases to be in and contact.

I

1.0 I am a U.S. Resident Alien

Form W-8

Substantive

I have not received a notice of change in my

tax status shown on your income tax return -

Business or other activity, including the above

:
Check the appropriate box for the type of entity (individual):

I am an individual who is a U.S. citizen or resident or a U.S. corporation partner

I am an individual who is not a U.S. citizen or resident

I am a limited liability company, estate, trust, or other entity (including a U.S. corporation, S corporation, partnership, etc.)

Other >

I

I am an exempt payee

o

I

Address (street, apartment, or suite no.)

City, State, and ZIP code

Taxpayer Identification Number (if any)

Part I

Social Security Number

Enter your TIN in the appropriate box. The TIN provided must match the name given on the 'Name'

to avoid backup withholding, for individuals, this is your social security number (SSN). For other

entities, this is your employer's EIN.

line

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Employer (if any) (uncheck)

II Certification

Part

Under penalty of perjury, I certify:

1, The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2, I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding and I am reporting all interest and dividends, or (c) I have notified the IRS that I am not subject to backup withholding and I am reporting all interest and dividends.

3, I am a U.S. citizen or other U.S. person (as defined in the Instructions),

and I am not a partner in a partnership that is a U.S. person (as defined in the Instructions),

and I am not a partner in a partnership that is a U.S. person (as defined in the Instructions),

because you have notified the IRS that you are not reporting all interest and dividends on your U.S. tax return.

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2. Non-U.S. Person

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dalm lax treaty banaflts.

. For axampla: Client Is not a U.S. parson (Including a U.S. resident allart). Qlant egiaas to provide DBSI with this appllcstiott the applicebla M Service (IRS) Form W-6 t'o certUy tha dient'a loreign ttatus. W-8 fomts and instructions are available art the IRS wabslta at www.irs.gov.

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ev SIGNING BELOW CLIENT ACKNOWLEDGES THAT; M) CLIENT HAS RECEIVED, READ AND AGREES TO THE TERMS AND CONDITIONS OF THIS

ACCOUNT AGREEMENT, INCLUDING THE APPENDIX WHICH CONTAINS IMPORTANT INFORUATIONi AND (2) THE INFORMATION CONTAINED IN THIS

ACCOUNT APPLICATION IS ACCURATE.

CLIENT ACKNOWLEDGES THAT THIS ACCOUNT AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT SECTION IH, PAGE E, AND CLIENT

AGREES TOTT^ERMS (ALL ACCOUNT AGREEMENT SIGNATORIES MUST INITIAtJ.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE CLIENT'S CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING, AND, IF APPLICABLE, THE CERTIFICATION REQUIRED TO ESTABLISH CLIENT'S STATUS AS A NON-US.

PERSON AND OBTAIN A REDUCED RATE OF WITHHOLDING. '

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CONFIRMATION OF TAX AND COMPLIANCE RtSPONSIBILITTES

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may arise In connection tvlih aasata, Incdma or iransaotions In Cfieni'a accountfal and bucinesa relationship vrith OBSI.

CHECK A BOX BELOW ONLY IF CLIENTS DO NOT WANT JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP OH TENANTS BY THE ENTIRETIES.

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Name ol Enllly

Employer ID No..

Signature of ORicer, Partner, Trustee, Authorized Par

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Signature of Officer, Partner, Trustee, Authoriiaad Party
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APPENDIX TO THIS ACCOUNT AGREEMENT: DISCLOSURES AND DERNITIONS

DISCLOSURES

1. Confirmations. Confirmations of ironsaotlons, as wall as other
communications will ba sent to the address Client
has provided, or to such other address as Client may hereafter give to DBSI
in writing, and all communications so
tent, whether by mail, private carrier, fBCSlmllo,. messenger,
electronically or otherwise, shall be deemed delivered
to CITont when eent. whether actually received or not.

2. Consent to Loan or Pledge of Securitles and other Property. Within the HmKatlons imposed by Applicable Law. all Seoiirliles and Oihoi Property now or hereafter held, crirrled or maintained by or in the possession of DBSI that have not been fully paid fdr may bo lent to DBSI, fo Pershing or to othbrs, and may be pledged, replertged, hypothecated or rehypothecated without notice to Client, either sepdreteley or In common with other Secorhiee end Other Property of OBSI's other Clionte for any amount due In any ecoourt f vvlth D^l in which Client has an Interest, or for any greotor amount, end DBSI may do so without retaining in its possession or control tor delivery e like amount of similar Securitles ano Othar Property. Client ondarstands that wliile securities held for Client's Account(s) are loaned out. Client will lose voting rights attendant to such aecurltias. For oddltional terms that apply to margln accounts only, sea the Margin Addendum. Neither Pershing, nor DBSI, Will lend or pledge fiiKy paid fbr securities without Client's written permieslon. '

3. Corrected and Late Trade Reports. DBSI may receive late and/or erroneous trade reports from the marketplace Where Client's order is executed. Any such reports may result In an adjustment to Client's ordilr dr the Inronnailon on B trade exeoitlnn'iBpe.'tnd to Client.

4. Effact el AttachmoDt or Seqaestratlon of Acconnia, DBSI shall not bo'fiuble for refusing to obey any orders glvan by Qf for Client with respect to any Account which is or has been subject to an attachment or sequestration In any legal proceeding against CSent, and DBSI shall be under no obligation to contest the validity of any such atlachmant or sequestratioo. ' •

5. Foreign SecurHlas. With respect to debt or equity securities of foreign Issuers or debt qr deposit Insirumonts of foreign banks ("Foreigrt Sectlritus"), Client acknowledges end understaodd that: (a) Foreign Securities are, In most cases, not registered with tha SecuiHies and Exchangs Cemmisaion or lielod on any U.S. securities exchange, (bj Foreign Securities, particularly those of Issuers In the so-oallcd "emorging markets" are often Illiquid, are sometimes subject tofegal end/ot osnneclual trdirsfcr reatRICTIENS and it maybe difficult or Impossible to dispose of such Foreign Securities prior to tha maturity tboreof or to daiormine the market price thereof for valuation purposes, (c) Foreign Seoraritlas, and the Issuer; guarantors on other obligors who respect ttferato ("Fonjign lesuere/ Obligors') are subject to a variety of risks in adultion to chose typically faced In the caso of U.S. aecudlios and Issuers, including, Among other things, cunency risk, exchange controls, confisCaCory taxation, withholding, limitations on the rights of aocurity holders, civir onroat, hypennllatien, discriminatory treatment of foreign

investors, etc., (d) there is often less information available regarding Foreign Issuers/Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws, (a) there may be no effective means to determine if a Foreign Issuer/Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and Client specifically acknowledges that Foreign Securities which Client purchases may be in default at the time of purchase). (I) Foreign Securities in question may be sold, and (g) such Foreign Securities are not suitable for all investors. Client authorizes DBSI to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, from or sell Foreign Securities (and foreign exchange) to an Affiliate of DBSI. In dealing with such Affiliates, such Affiliates may take and retain their normal commissions, spreads or other fees without regard to DBSI's relationship with Client.

6. Freeriding Prohibited (Not Applicable to Margin Accounts). Paying for the purchase of securities in a cash account with the proceeds of their resale, known as freeriding, violates Regulation T of the Federal Reserve Board, is prohibited and may, among other things, result in Client's Account being restricted or closed.

7. Impartial Lottery Allocation System. When DBSI holds Securities and Other Property that are callable (all or in part) on Client's behalf, Client will participate in DBSI's Impartial Lottery allocation system for the callable Securities and Other Property.

D. Non-Investment Adviser Capacity. Unless DBSI agrees otherwise in writing, DBSI is not acting as an "investment adviser" (as such term is defined in the Investment Advisers Act of 1940, as amended) with respect to the Client's Account(s).

9. Non-United States Resident Additional Disclosure and Understanding. This disclosure applies to non-United States residents and non-United States domiciles. Client's Account is based in the United States, and not in Client's country of residence. DBSI accounts, products and services may not have been registered, reviewed or approved by any governmental, banking or securities regulator in Client's country of residence or domicile. Not all of DBSI accounts, products, services or Investments are available to residents of all countries. Many countries have various laws, rules and regulations that may apply to opening and maintaining accounts, products or services outside Client's country of residence or domicile, including reporting and filing requirements and laws, rules and regulations regarding taxes, exchange or capital controls. Client is

responsible for knowledge of and adherence to any such laws, rules and regulations and reporting of filing requirements in Client's country or domicile of residence that might apply as a result of Client's Account with DBSI in the United States. These may include but are not limited to, tax, foreign exchange or capital controls, and reporting or filing requirements that may apply as a result of Client's country of citizenship, domicile or residence. Client currently complies and will continue to comply with any such laws, rules, regulations and reporting or filing requirements as required by Client's country of citizenship, residence or domicile, ■

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10. Notices, Notices and other communications may also be provided to Client verbally. Such notices and other communications left for Client on Client's answering machine, voice mail, electronic mail or otherwise, are considered to have been delivered to Client whether actually received or not. Transactions entered into Client's ' Account shall be confirmed by DBSI in writing where required by law or regulation. DBSI will not send appropriate confirmations for the following transactions: (a) dividends or distributions credited or reinvested, or transactions effected pursuant to a Dividend Reinvestment Plan, (b) shares of money market funds that are purchased or redeemed, or are part of a Cash Sweep Options, or (c) transactions effected pursuant to a periodic plan or an IRA company plan. Client's periodic account statements will reflect these transactions. Notices concerning all matters related to Accounts usually will go through DBSI although Parshing may send notices directly to Client with a duplicate to DBSI should market conditions, time constraints or other circumstances so require.

11. Possible Conflict of Interest. Services and recommendations that DBSI provides to Client may differ from the services and recommendations provided to other Client or by other individuals or groups of DBSI and/or affiliates of Deutsche Bank AG, whether acting as principal or agent, DBSI provides investment advice, portfolio management and execution services for many Clients and. In addition, acts as principal in various markets. Given these different roles, individuals and groups at DBSI and affiliates of Deutsche Bank AG are not to be viewed as an investment strategy and may pursue differing or conflicting strategies. Employees of DBSI shall have no obligation to recommend to Client, or inform Client of, strategies being pursued by DBSI

ot other Clients. Further, (a) DBSI and its affiliates may provide services for a fee to or solicit business from companies whose securities are recommended by DBSI, (b) DBSI and its affiliates may be paid fees by Investment companies registered under (the Investment Company Act of 1940 or other Investment vehicles, including without limitation, fees for acting as investment advisor, administrator, custodian (including investment), and (c) DBSI and its affiliates as brokers, principals and/or market makers in certain markets and may do so in transactions with Client. DBSI may recommend securities or strategies that are issued, underwritten, implemented or advised by DBSI or one or more of its affiliates. DBSI may receive compensation. In addition to the compensation Client pays DBSI, in the form of Rule 12b-1 fees, distribution fees, fund management fees and cash or non-cash payments that are paid by mutual funds (out of fund assets in the case of Rule 12b-1 fees) or by the managers and other service providers to the funds (not out of fund assets). DBSI also participates in a program offered by Pershing, under which DBSI shares in revenue received by Pershing from mutual funds offered on the Pershing platform. All of those payments may vary based on sales volume or assets under management and may give DBSI a financial incentive to recommend certain funds or strategies and to include these funds in models and programs. In addition, DBSI may receive trail compensation in connection with the sale of securities.

12. Securities Investor Protection Corporation (SIPC), DBSI provides SIPC coverage through Pershing and/or the member of SIPC. For additional information on this coverage see www.SIPC.org or call the SIPC public information number [REDACTED]. Client will find the Annual Disclosure Statement at <http://www.pwm.dtr.com/foia/0n/AnnualDisclosureStatement.html> for additional information regarding SIPC and extent of SIPC coverage.

13. Tax-Exempt Entities. Charitable remainder trusts, foundations, pension plans and other tax-exempt entities may be deemed to receive unrelated business taxable income (UBTI) as a result of investing in certain securities, borrowing monies under a margin loan, investing in a partnership or limited liability company that generates UBTI or other levies or loan arrangements. Tax-exempt entities should consult with their tax adviser regarding the investment or entering into such arrangements. If Client's periodic Account Statement indicates that any securities were forwarded to Client and Client has not received them, Client should notify DBSI immediately, if notification is received within 120 days after the mailing date, as reflected on Client's Account Statement, replacement will be made at no charge. Thereafter, a fee for replacement may apply.

DEFINITIONS

The following are definitions of certain terms that are used within this Account Agreement. As required, the singular shall be plural and the plural shall be singular.

1. "Account Agreement" means the written agreement entered into between Client(s) and DBSI regarding the Account(s).

"Die Account Agreement Terms and Conditions.

Arbitration, Tax Election/Declaration of Tax

Status, and the Appendix to the Account Agreement, as well as any other applicable disclosure documents related to

Client(s). Together with any amendments or supplements to such documents, there may be disclosed,

agreements and forms applicable to a particular facility, program, account or service provided as a result of Client's

election, modification or addition to the Account Agreement. In the event of or otherwise, DBSI will provide to

Client such disclosures, agreements and forms, which shall be incorporated into this Agreement by

reference. From time to time, DBSI may require that Client sign other agreements or documents for obtaining services

or instructions and such additional agreements and documents shall become part of this Account Agreement.

2. "Affiliate" means any entity that is controlled by, controls or is under common control with DBSI. DBSI is a subsidiary of Deutsche Bank AG. Each affiliate is a separate legal entity.

3. "Applicable Law" means the constitution, rules, regulations, customs and usages of the exchange or market, and the

governing laws. If any transaction is executed and applicable federal and state laws and regulations,

including but not limited to securities laws and regulations (including the rules and regulations of the SEC and

Exchange Commission and the Federal Reserve Board's foreign securities regulator, as applicable), and the

and regulations of FINRA, or any other self-regulatory organization or organization having governing authority to

conduct the transaction in an Account in effect from time to time. "Applicable Law" shall also include the rules of any national

securities association, registered securities exchange or of the Options Clearing Corporation or other clearing

organization applicable to the trading of option contracts,

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4. "Branch Supervisor" means the manager of the branch office at which Client's Account(s) is/are maintained.

5. "Cash Sweep Options" means the program through which Client's

cash balances in all global Accounts):
will be deposited automatically each day into Interest-bearing, FDIC-insured
depository accounts through DBSI's IDP
or into an available money market mutual fund until Client invests those
balances or balances as otherwise needed
to satisfy obligations arising in connection with Client's Accounts). The
Cash Sweep Options are described more *
fully in the Cash Sweep Options Disclosure Statement, which will be
provided to Client under separate cover after
the Account is opened.

6. "DBSI Privacy Statement" means the statement of DBSI's policies
pertaining to gathering, protecting and
maintaining the confidentiality of Client Information and, in certain
limited situations, providing Client Information
outside of DBSI. ,

7. "Party" or "Parties" means Client and DBSI, together with its
affiliates, collectively, '

8. "Restricted Securities" means securities of a corporation of which Client
is a director, executive officer or 10%
stockholder, or otherwise designated as a control person or insider, or
securities that are subject to any restrictions
on resale (whether by Applicable Law, contract or legend on the security), or
are not traded on or through a national
securities exchange, automated quotation system or other nationally
recognized published interdealer quotation system.

9. "Securities and Other Property" means, but is not limited to, money,
real estate, financial instruments and
commodities of any kind and nature and related contracts and options
(whether for present or future delivery),
distributions, proceeds, products and accessions of all property owned by
the Client or in which the Client has
an interest. ' '

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Zbynek Kozelsky
Amy Horak

Monday, November 03, 2014 12:42 PM

Zbynek Kozelsky
SBOM; Zia Memon
KCP Exceptions [I]

From:
Sent:

To:

Cc:

Subject:

Classification: For internal use only

After our review with Zia last week, please note the exceptions below. I also spoke to Dawn, and if there is any issue that isn't able to be addressed. New Accounts will come back to us to further review.

Southern Financial: BSO Exception granted to accept agreement on file for [REDACTED] to Its mirror acct [REDACTED]

(3/28/13 version signed 7/2/13 - just never sent to new acctm

Primary account: [REDACTED] - coded and processed correctly No issues there.

A/C opened on

Secondary account, [REDACTED] - this account is missing client agreement.

(this client has about \$150MM in [REDACTED] accounts at this point under various entities)

U^c-owc!

Secondary

██████████ Cleint A

: BSO Exception granted to accept agreement attached below (3/28/13
drBpsiein Virgin Island Foundation:
version signed 9/13/13, never sent up to new accounts)
██████████ account opened 09/24/2013.

JE Foundation

Acct. Agmt. 9.30...

And we agreed to this (emails complete email is below)

"Per our review and conversation earlier today, please note BSO Exceptions granted to accept older account agreements provided that Updated W9s are on file for any accounts opened 7/1/14 or later, and Cash Sweep Letter is obtained for any Accounts opened 3/1/14 or later."

With

would like to ai

le more accounts to that - is that possible?

Yadegar, ██████████: BSO Exception granted to accept agreement attached below For ACCT AGREEMENT PURPOSES ONLY - not W-9, as that k not required at this time (3/19/14 version signed 7/16/14,)

1