

8. Satisfaction of Indebtedness

Client agrees to satisfy, upon demand, any indebtedness, including any interest and commission charges. Client further agrees to pay the reasonable costs and expenses of collection of any amount it owes DBSI, including reasonable attorney's fees and court costs. Client agrees that DBSI and its clearing broker have the right to collect any debit balance or other obligations owing in Client's Account, and that such rights may be assigned to each other.

9. Loan or Pledge of Securities and Other Property

Within the limitations imposed by applicable law, all Securities and Other Property now or hereafter held, carried, or maintained by DBSI in its possession that have not been fully paid for, may be lent, either to DBSI or to others, pledged, and repledged by DBSI, without notice to Client. Client understands that while securities held for its Account are loaned out, Client will lose voting rights attendant to such securities.

10. Aggregation of Orders and Average Prices

Client authorizes DBSI, at its discretion, to aggregate orders for the Account with other customer orders. Client recognizes that in so doing, it may receive an average price for its orders that may be different from the price(s) it might have received had its orders not been aggregated. Client understands that this practice may also result in its orders being only partially completed.

11. Arbitration

- This section of the Agreement contains the predispute arbitration agreement between us. By signing this Agreement, we agree as follows:
 - (i) All parties to this Agreement 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;
 - (ii) Arbitration awards are generally final and binding. A party's ability to have a court reverse or modify an arbitration award is very limited;
 - (iii) The ability of the parties to obtain documents, witness statements and other discovery is generally limited in arbitration as compared to court proceedings;
 - (iv) 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 hearing date;
 - (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
 - (vi) 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
 - (vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- Client agrees to arbitrate with DBSI any controversies which may arise, whether or not based on events occurring prior to the date of this agreement, including any controversy arising out of or relating to any account with DBSI, to the construction, performance or breach of any agreement, or any duty arising from any agreement or other relationship with DBSI, or to transactions with or through DBSI, only before the Financial Industry Regulatory Authority, Inc., or any exchange of which DBSI is a member, at Client's election. Client agrees that Client shall make Client's election by registered mail to Deutsche Bank Securities Inc., Compliance Department – Attention: Director of Compliance, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836. If Client's election is not received by DBSI within ten (10) calendar days of receipt of a written request from DBSI that Client make an election, then DBSI may elect the forum before which the arbitration shall be held.
- Neither DBSI nor Client 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 (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer 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 agreement except to the extent stated herein.

Important Disclosures for Your Records

Deutsche Bank Securities Inc. "DBSI" is furnishing this document to you to alert you to important matters regarding your account.

Securities Investor Protection Corporation ("SIPC")

Securities held by our clearing broker, Pershing LLC, for your account are protected up to the total net equity held in the account. Of this total, SIPC provides \$500,000 of coverage, including \$100,000 for claims for cash awaiting reinvestment. The remaining coverage is provided by Pershing through a commercial insurer. SIPC protection applies when the SIPC member firm through which you hold your investments fails financially and is unable to meet its obligations to securities clients, but SIPC protection does not protect against losses attributable to the rise and fall in the market value of investments. A small number of client accounts are not carried on Pershing's books due to specific account factors. These accounts are covered under DBSI's SIPC membership. DBSI does not provide coverage in excess of SIPC coverage. Certain investments, such as commodity futures contracts and currency, are ineligible for SIPC protection. For additional information on SIPC, see www.SIPC.org or call the SIPC public information number, [REDACTED].

Payment for Order Flow

DBAB receives payment when its routes for execution certain orders in certain securities. The determination as to where to route orders is based on several factors, consistent with DBSI's obligation to provide best execution for all client orders. Because several factors are considered with respect to such determinations, DBSI could potentially secure price improvements on such orders by routing them in a different manner and all such orders potentially could be executed at prices superior to the best bid or best offer. Payment is received by DBSI in the form of rebates, or credits against exchange fees, and specialist fees. Details will be furnished upon written request.

09-PWM-0186 Corp Acct Auth & T&C (02/12) CORP
006420-022212