

## Representations Relating to Qualification of the Client

Check all that apply. At least one category must be checked.

I represent that Client qualifies as an "Accredited Investor" as defined in Regulation D under the Securities Act of 1933 because Client is:

- a natural person with individual income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 in each of those years and a reasonable expectation of the same income level in the current year;
- a natural person with individual net worth, or joint net worth with a spouse, over \$1,000,000, excluding primary residence;
- a trust with assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchases are directed by a sophisticated person;
- a revocable trust that may be amended or revoked at any time by the grantors and where all of the grantors are accredited investors;
- a charitable organization, corporation or partnership with assets exceeding \$5,000,000;
- a business in which all the equity owners are accredited investors;
- a bank, savings and loan association, registered broker or dealer, insurance company, registered investment company, business development company or licensed small business investment company;
- an employee benefit plan, within the meaning of ERISA, if a plan fiduciary that is a bank, insurance company or registered investment adviser makes the investment decisions, or if the plan has over \$5,000,000 in total assets or a self-directed plan with investment decisions made solely by accredited investors;
- a plan established and maintained by a state, its political subdivisions or any agency or instrumentality thereof, for the benefit of its employees with total assets in excess of \$5,000,000; or
- a director, executive officer or general partner of the issuer of the securities being offered.

I represent that Client qualifies as a "Qualified Purchaser" as defined in the Investment Company Act of 1940, because Client is:

- a natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under section 3(c)(7) with that person's qualified purchaser spouse) who owns not less than \$5,000,000 in investments;
- any person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments;
- a company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for 2 or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons; or
- a trust that is not covered by any definition above, and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in any definitions above.

**Client(s) Strategy Requests.** Please check as many of the following strategies ("Structured Products") as may apply. With all Structured Products, in the event of early liquidation, there may not be a liquid market, and the investor may experience a loss due to costs involved with unwinding the investment. Furthermore, investors are exposed to the credit risk of the issuing entity, which in the case of a default, may result in a significant, or total, loss to the investor.

- 1. **Principal Protected Structured Notes and Certificates of Deposit** – 90%-100% Principal Protection which may result in lower returns than a direct investment in the underlying. Investor understands that principal is protected only if held to maturity and that FDIC insurance applies only to Market-Linked Certificates of Deposit up to the statutory limits.
- 2. **Buffered Notes** – Partial principal protection (usually protection from the first 10%-20% decline in the underlying) which serves as a buffer to loss. Investors participate in the downside, either on a 1-for-1 or leveraged basis, in the amount the underlying declines beyond the predetermined buffer level. Upside participation in the underlying may be leveraged and is sometimes capped.
- 3. **Contingently Protected (including Reverse Convertible and Callable Yield) Notes** – Full Principal Protection only if a pre-set barrier is not breached. If a barrier is breached, investors would lose the level of protection and participate in any decline in the underlying, if any, at maturity. Structures include but are not limited to those that pay investors a fixed coupon payment, participation in upside if the underlying performs positively, or both. The investor acknowledges that settlement at maturity may be in the form of cash or physical delivery of the underlying.
- 4. **Market Participation Notes** – Zero principal protection. Full downside participation. MPNs may be linked to one or more underlyings in the form of a weighted basket or overlay and may be customized to offer straight 1 for 1, or varying degrees of upside participation, leverage or a fixed coupon. Investors in MPNs seek access to an underlying which is generally complex and which may be inaccessible to them in the market. DB and third party proprietary indices are typically used as an underlying.

The following representations are applicable for an individual account. If this is a joint, trust, partnership, limited liability company, corporate or other type of account, the word "I" in the following paragraphs shall mean each owner in the case of a joint account or the authorized signatory making representations on behalf of the trust, partnership, limited liability company or other entity in the case of such account type, as the case may be.

I represent that the purchase of Structured Products is suitable for this account in light of my investment objectives, financial situation, risk tolerance and knowledge. I hereby confirm that I am the source of and attest to the accuracy of the above information and authorize Deutsche Bank and its subsidiaries to verify any representation contained therein, at their discretion. I have made my own decision to invest in Structured Products and have made the determination of the suitability of such an investment based upon my own judgment, adequate information I have independently obtained (from sources other than Deutsche Bank) about Structured Products and consultation with my own advisors as to the legal, regulatory, tax, business, financial, accounting and related aspects of my purchase of Structured Products to the extent I have deemed necessary. I have not relied on Deutsche Bank or any person or entity affiliated with Deutsche Bank in connection with my investigation of Structured Products, my decision to invest in Structured Products or my determination as to the suitability of such an investment; I will promptly notify Deutsche Bank, in writing, of any material change in the above-stated information. I understand that Structured Products may have a derivative component in the form of one or more embedded options, and that such option(s) may have the result of reducing the gains or interest income, or increasing the losses (which may include a loss of principal) on the Structured Products, whether held to maturity or sold prior to maturity, to a greater extent than would be the case if the Structured Products did not have such a derivative component.

The representations in this paragraph only apply if Deutsche Bank exercises trading discretion over the assets in the Account. To the extent permitted by applicable law and rules, I authorize Deutsche Bank to purchase for my Account Structured Products underwritten, placed or issued by Deutsche Bank or in which Deutsche Bank is a dealer or market maker. I understand that when Deutsche Bank acts in transactions for my Account as my agent, as principal for its own account or as a counterparty, Deutsche Bank may charge me fees or receive from sources other than me profits or other benefits that will be in addition to the fees I pay Deutsche Bank for advice under any separate agreement with me. I agree that Deutsche Bank need not disclose to me its relationship with or interest in these issuers, investments or transactions, including the nature or amount of any profit, compensation or other benefit Deutsche Bank may receive.

I agree that I will read carefully the prospectus, term sheet and any other offering document (any such prospectus, term sheet or offering document, an "Offering Document") that I may receive in connection with the acquisition of any Structured Product for my Account, including disclosures in any such Offering Document describing the fees I may pay in connection with the Structured Product as well as representations and warranties that I will be deemed to have made in connection with the acquisition of the Structured Product.

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