

7. 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 DBSI, Deutsche Bank AG and such 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. Client 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.

8. Satisfaction of Indebtedness

Client agrees to satisfy, upon demand, any indebtedness, including any interest and commission charges and to pay the reasonable costs and expenses of collection of any amount Client owes to DBSI, including reasonable attorneys' fees and court costs. Client agrees that DBSI or Pershing may execute or assign to each other or any third party any rights or obligations Client granted under this Account Agreement, including but not limited to the right to collect any Obligations, or liquidate any Securities and Other Property held in Account(s).

9. Consent to 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 or in the possession of DBSI that have not been fully paid for, or are held in a margin account as collateral for a margin loan, may be lent to DBSI, to Pershing or to others, pledged, and repledged, hypothecated or rehypothecated by DBSI, without notice to Client, either separately or in common with other Securities and Other Property of DBSI's other Clients for any amount due in any account with DBSI in which Client has an interest, or for any greater amount, and DBSI may do so without retaining in its possession or control for delivery a like amount of similar Securities and Other Property. Client understands that while securities held for Client's Account(s) 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, Client 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.

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 the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures or an exchange of which DBSI is a member in accordance with the rules of that particular regulatory agency then in effect. Client may elect in the first instance whether arbitration shall be by FINRA or a specific national securities exchange of which DBSI is a member, but failure to make such election by registered letter to Deutsche Bank Securities Inc., Compliance Department – Attention: Director of Compliance, 60 Wall Street, 25th Floor, Mail Stop NYC60-2536, New York, NY 10005-2836 within (5) five days after receipt of a written request from DBSI for such election, gives DBSI the right to elect the arbitration forum that will have jurisdiction over the dispute. Judgment upon arbitration awards may be entered in any court, state or federal, having jurisdiction. Any arbitration under this Account Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.

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 (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.

13-AWM-0279
006420.031214