

## Terms and Conditions Corporate Accounts

Deutsche Bank Securities Inc. (referred to herein as "DBSI") accepts the Account of the client described in the attached certificate (the "Client"). The term DBSI includes its affiliates, officers, directors, agents and employees. Client understands that Pershing LLC is the carrier of the Account as clearing broker pursuant to a clearing agreement with DBSI.

"Deutsche Bank" means Deutsche Bank AG and its affiliated companies. Deutsche Asset & Wealth Management represents the asset management and wealth management activities conducted by Deutsche Bank AG or its subsidiaries. Clients are provided Deutsche Asset & Wealth Management products or services by one or more legal entities that are identified to clients pursuant to the contracts, agreements, offering materials or other documentation relevant to such products or services. Brokerage services are offered through Deutsche Bank Securities Inc., a registered broker-dealer and investment adviser, which conducts investment banking and securities activities in the United States. Deutsche Bank Securities Inc. is a member of FINRA, NYSE and SIPC. Each of Deutsche Bank AG and its affiliates is a separately incorporated legal entity, none of which is responsible for the obligations of the others. "Securities and Other Property" means, but is not limited to, money, securities, financial instruments and commodities of every 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. These terms and conditions shall be construed in accordance with the laws of the State of New York and the United States, as amended.

By opening the Account, Client agrees to the following terms and conditions:

### 1. Confirmations, and Transmission of Instructions

Client agrees to notify DBSI in writing, within ten (10) days after transmittal to Client of an account statement, including making the account statement available online, and five (5) days after transmittal of a confirmation, of any objection 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 Account(s) will be final and binding. Client understands objections must be directed to the Branch Supervisor in writing, at the address on Client's account statement or confirm. 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 case 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.

### 2. Cash Account

Client agrees that in a cash account: (i) Client will not sell any Security before it is paid for; (ii) Client will own each security sold at the time of sale; (iii) unless such security is already held in the Account, Client will promptly deliver such security thereto on or before settlement date; (iv) Client will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits; and (v) with respect to any Securities and Other Property sold, Client will satisfy any mark to the market deficiencies.

### 3. Sales of Securities

Client must affect all Short Sales in a margin account and designate these sales as "short". All other sales will be designated as "long" and will be deemed to be owned by Client. In the event that DBSI enters an order to sell Securities and Other Property that Client represents Client owns, but which are not held in the Account at the time of sale, and Client fails to make delivery by settlement date, DBSI has the right to purchase or borrow any Securities and Other Property necessary to make the required delivery. Client agrees to compensate DBSI for any loss or cost, including interest, commission, or fees sustained as a result of the foregoing. DBSI charges interest on unpaid balances in cash accounts from the close of business on settlement date. See the Annual Disclosure Statement, at <http://www.pwm.db.com/americas/en/annualdisclosurestatement.html> for additional information on interest charges.

### 4. Regulation T Extensions

Client authorizes DBSI, at its discretion, to request and obtain extension(s) of Client's time to make payment for securities Client purchased, as provided for by Federal Reserve Bank Regulation T.

### 5. Liens

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 (provided that such indebtedness or obligation to Pershing arises in connection with this Agreement) (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint accountholders ("Joint Accountholders") acknowledge and agree that pursuant to this lien, 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 (whether individually, jointly or otherwise) and shall secure any and all Obligations of each Joint Accountholder 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 which Securities and Other Property 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 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 408(a)(1)(B) of the Employee Retirement Income Security Act of 1974, as amended. Securities and Other Property held in Client's retirement account(s) 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).

### 6. Interest Charges and Costs

Client agrees to pay interest on all sums borrowed and other balances due and costs incurred by Deutsche Bank in maintaining the margin account on Client's behalf. DBSI will deduct all interest charges from Client's Account. Interest charges will be reflected on Client's account statement. For additional information on interest charges, please refer to the Annual Disclosure Statement at <http://www.pwm.db.com/americas/en/annualdisclosurestatement.html>. To obtain the current schedule of rates visit: [http://www.pwm.db.com/americas/en/us\\_important\\_information.html](http://www.pwm.db.com/americas/en/us_important_information.html) and click on "DBAB Call Rate" or contact the Client Advisor.

13-AWM-0279  
006420.031214