



Account Agreement

J. Epstein Virgin Islands Foundation, Inc

Client(s)

6100 Red Hook Quarter B3

Address

St. Thomas

U.S.V.I

00802

City

State

Zip Code

Account Title (Complete if different from the Client above)

Account Number(s)

IMPORTANT: PLEASE SIGN AND RETURN THIS ACCOUNT AGREEMENT

This is the account agreement (Account Agreement) between Client and Deutsche Bank Securities Inc. (referred to herein as "DBSI"). It includes the terms and conditions and is the contract that controls each brokerage account in which Client has an interest (each an "Account"). Client agrees to read this Account Agreement and the Appendix to this Account Agreement: Disclosures and Definitions ("Appendix") carefully. If Client is not willing to be bound 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 of this Account Agreement and the Appendix annexed hereto.

I. CLIENT REPRESENTATIONS

Client certifies that all of the information provided by Client in this Account Agreement is accurate and complete and that each of the following statements is accurate as to Client and Client's Account:

- a. Where Client is a natural person, Client is of legal age;
- b. For all accounts: (a) no one except the person(s) named on the Account(s), or, if signed in a representative 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 senior 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 employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such 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 CLIENT'S ACCOUNT(S)

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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012145.032813

5. **Purchase of Securities.** DBSI requires that cash accounts contain sufficient funds to settle a transaction, but has the right to accept an order without sufficient funds with the understanding that Client will submit payment on or before settlement date for each security purchased. DBSI retains the right to cancel or liquidate any order accepted and/or executed without prior notice to Client, if DBSI does not receive payment by settlement date. Alternatively, upon Client's failure to pay for purchased and settled securities, DBSI has the right to sell Securities and Other Property held in any of Client's Account(s), and charge to Client any loss resulting therefrom.
6. **Sale of Securities.** Client agrees that in a cash account: (a) Client will not sell any Security before it is paid for, (b) Client will own each security sold at the time of sale, (c) unless such security is already held in the Account, Client will promptly deliver such security thereto on or before settlement date, (d) Client will promptly make full cash payment of any amount which may become due in order to meet necessary requests for additional deposits and (e) with respect to any Securities and Other Property sold, Client will satisfy any mark to the market deficiencies. 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.
7. **Restrictions on Trading.** DBSI has the right to prohibit or restrict Client's ability to trade Securities and Other Property, or to substitute securities in Client's Account.
8. **Restricted Securities.** 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 DBSI with the necessary documents (including opinions of legal counsel, if requested) to obtain approval to transfer and register these 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 accept an order for these securities until the transfer and registration of such securities has been approved.
9. **Order Placement and Cancellation/Modification Requests.** When Client verbally places a trade 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 Prices.** Client authorizes DBSI to aggregate orders for Client Account(s) 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 also 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 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.
12. **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 Account(s). 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 cannot hold Pershing, its affiliates and its officers, directors and agents liable for any trading losses that Client incurs.
13. **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 (collectively, all such obligations are referred to herein as the "Obligations"). Clients who are joint accountholders (Joint Accountholders) acknowledge and agree that pursuant to the 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 4975(c)(1)(B) of the Internal Revenue Code of 1986, as amended, or Section 406(a)(i)(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).

14. **Satisfaction of Indebtedness and Assignment of Rights.** 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).
15. **Fees.** Client understands that DBSI charges an Annual Account Fee for certain accounts and may charge service fees, processing fees and/or other fees or commissions, for the transactions and other services provided, more fully described in the Annual Disclosure Statement, at <http://www.pwm.db.com/americas/en/annualdisclosurestatement.html>. Client understands that these fees will be charged to Account(s) and authorizes DBSI to deduct such fees 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, Pershing or any other bank, are not guaranteed by DBSI, Deutsche Bank AG, Administrator, Bank 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. These 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 usually be covered by FDIC insurance, unless otherwise disclosed in the written offering documents for such products.
17. **Cash Sweep Selection.** Client agrees to contact DBSI regarding the selection of Cash Sweep Options and understands that Client's choice of Cash Sweep Options may be limited to money market mutual funds or deposit products that are unaffiliated 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 a manner described in the IDP Terms and Conditions.
18. **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.
19. **Confirmations, Statements and Other Communications.** Client agrees to notify DBSI in writing, within ten (10) days after transmittal to Client 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. 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," Clients authorize DBSI to designate a joint account as "joint tenants with right of survivorship," or as "tenants by the entireties" 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 entireties, 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 survivors and the estate of the deceased Accountholder will indemnify DBSI for any loss incurred through treatment of the Account as provided herein.
 - b. Clients agree that each party to the joint account shall have authority 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 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 payment and shall not be bound to see to the application or disposition of the securities and/or monies so delivered or paid to any Account owner. Notwithstanding the foregoing, DBSI 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: (a) follow any such instructions, (b) require written or verbal authorization of both, all or any owner before acting on the instructions from any one owner, (c) send the assets 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.

- c. In the event of the death of any owner, the survivor(s) shall immediately give DBSI written notice thereof. DBSI may, before or after receiving such notice, take such action, require such documents, retain such securities and/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 rights in the Account shall be chargeable against the interest 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 material 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 other person is a Client of DBSI. Client understands that under Applicable Law, DBSI employees are prohibited from communicating such information to Client and that DBSI shall have no responsibility or liability to Client for failing to disclose such information.
23. **Third Party Authorization; No Agency.** Client agrees that if Client authorizes third party(ies) (including, without limitation, any investment advisor or money manager) to act on Client's Account, such third party(ies) shall be bound by the Terms and Conditions of this Account Agreement. Client further agrees that unless otherwise agreed to in writing by DBSI, third party(ies) authorized by Client to act for Client, whether or not referred to Client by DBSI, is/are not, and shall not be deemed agents of DBSI and DBSI shall have no responsibility or liability to Client for any acts or omissions of such third party, or any officers, employees or agents thereof.
24. **No Legal, Tax or Accounting Advice.** Client acknowledges and agrees that: (a) neither DBSI, nor Pershing, provide any legal, tax or accounting advice, (b) neither DBSI nor Pershing employees are authorized to give any such advice and (c) Client will not solicit such advice or rely upon such advice given in error, whether or not in connection with transactions in or for any of Client's Account(s). In making legal, tax or accounting decisions with respect to transactions in or for Client's Account(s) or any other matter, Client will consult with and rely upon Client's own advisers, and not DBSI. Client acknowledges that DBSI shall have no liability therefore.
25. **Limitation of Liability.** Client agrees that, unless otherwise provided in any other agreement between Client and DBSI or under Applicable Law, DBSI shall not be liable for any loss to Client except in the case of DBSI's gross negligence or willful misconduct. DBSI shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, act of foreign or domestic terrorism or other conditions beyond DBSI's control. DBSI shall not be liable for any damages caused by equipment failure, communications line failure, unauthorized access, theft, systems failure and other occurrences beyond DBSI's control.
26. **Customer Inquiries/Customer Complaints.** For general inquiries, Client will contact the Client Advisor or Branch Supervisor assigned to Client's Account(s) for questions or assistance on any matter relating to these Account(s). Client must direct all formal complaints against DBSI or any of its employees to Deutsche Bank Securities Inc., Compliance Department - Client Inquiries, 60 Wall Street, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836 or Client may call (212) 250-1085.
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 supersedes 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 cannot 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 or term.
29. **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-laws 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 permitted assigns. It shall inure to the benefit of DBSI's successors and assigns, or any successor clearing broker, to whom DBSI may transfer 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 or condition 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 or unenforceability shall attach only to such provision or condition. 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 herein.
32. The provisions of this Account Agreement governing arbitration (Section III), controlling law (Section II.29) and limitation of liability (Section II.25) will survive the termination of this Account Agreement.

III. ARBITRATION

1. This section of the Account Agreement contains the pre-dispute arbitration agreement between Client and DBSI and Pershing, as applicable, who agree as follows:
 - a. All parties to this Account Agreement (being Client, DBSI 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 reverse 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 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 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 for 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 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 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, 23rd Floor, Mail Stop NYC60-2330, New York, NY 10005-2836 within 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.
3. 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: (a) the class certification is denied, or (b) the class is decertified, or (c) the Client 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.

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IV. TAX ELECTION/DECLARATION OF TAX STATUS

This Account Agreement is designed for use by both U.S. Persons and Non-U.S. Persons. Please check the box next to the applicable item below. Client certifies that Client will notify DBSI in writing immediately if the representation certified to below ceases to be true and correct.

1. U.S. Citizen or U.S. Resident Alien

Form **W9**
Substitute

Request for Taxpayer Identification Number and Certification

Print or Type

Name (as shown on your income tax return)
J. E. Stein Virgin Island Foundation, INC. (Enhanced Education)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Exempt payee
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other ▶ **PRIVATE FOUNDATION**

Address (number, street, and apt. or suite no.)
6100 RED HOOK QUARTER, B3

City, State, and ZIP code
ST THOMAS, USVI 00802

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number
 -

Employer Identification Number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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 as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person ▶ *[Handwritten Signature]* Date: **9/13/13**

2. Non-U.S. Person

I am not a U.S. person (including a U.S. resident alien). I am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits.

For example: Client is not a U.S. person (including a U.S. resident alien). Client agrees to provide DBSI with this application the applicable Internal Revenue Service (IRS) Form W-8 to certify the client's foreign status. W-8 forms and instructions are available on the IRS website at www.irs.gov.

BY SIGNING BELOW CLIENT ACKNOWLEDGES THAT: (1) CLIENT HAS RECEIVED, READ AND AGREES TO THE TERMS AND CONDITIONS OF THIS ACCOUNT AGREEMENT, INCLUDING THE APPENDIX WHICH CONTAINS IMPORTANT INFORMATION; 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 III, PAGE 5, AND CLIENT AGREES TO ITS TERMS (ALL ACCOUNT AGREEMENT SIGNATORIES MUST INITIAL).

INITIAL HERE: JE

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-U.S. PERSON AND OBTAIN A REDUCED RATE OF WITHHOLDING.

Important information for ERISA employee benefit plan clients: U.S. Department of Labor regulations require DBSI to disclose to a responsible plan fiduciary certain information in connection with the services that DBSI provides to a plan, to assist the fiduciary in evaluating the reasonableness of DBSI's services and related compensation. The disclosure is available online, at http://www.pwm.db.com/america/en/erisa_disclosure_pcs.html. By signing below, you acknowledge that you are a fiduciary responsible for the procurement of DBSI's services to the plan, you have read the disclosure and you understand the disclosure.

Individual or joint account (IF THIS IS A JOINT ACCOUNT, ALL ACCOUNT OWNERS MUST SIGN):

CONFIRMATION OF TAX AND COMPLIANCE RESPONSIBILITIES

Client acknowledges having sole responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable in any relevant jurisdictions that may arise in connection with assets, income or transactions in Client's account(s) and business relationship with DBSI.

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

- Tenants in common; or
- Community Property (for married couples in certain states; each spouse retains 50% interest in the community property upon death of the first spouse).

Signature _____ Date _____

Print Name _____ SSN/EIN _____

Signature _____ Date _____

Print Name _____ SSN/EIN _____

Signature _____ Date _____

Print Name _____ SSN/EIN _____

~~Corporation, partnership, trust or other entity~~

CONFIRMATION OF TAX AND COMPLIANCE RESPONSIBILITIES

Client acknowledges having sole responsibility to fulfill any tax obligations and any other regulatory reporting duties applicable to in any relevant jurisdictions that may arise in connection with assets, income or transactions in Client's account(s) and business relationship with DBSI. Furthermore, Client confirms that the necessary information (to the best of Client's knowledge and capabilities) is made available no less than annually to the relevant beneficial owner(s), settlor(s), beneficiary(ies), partner(s), etc. to enable such person(s) to fulfill any respective tax obligations that may arise for such person(s) in connection with Client's business relationship with DBSI.

Name of Entity J. Epstein Virgin Islands Foundation, Inc Employer ID No. [REDACTED]

Signature of Officer, Partner, Trustee, Authorized Party _____ Date 9/13/13

Print Name/Title Jeffrey Epstein, President

Signature of Officer, Partner, Trustee, Authorized Party _____ Date _____

Print Name/Title _____

Signature of Officer, Partner, Trustee, Authorized Party _____ Date _____

Print Name/Title _____



KCP Exceptions [1]
Amy Horak to: Zbynek Kozelsky
Cc: SBOM, Zia Memon

11/03/2014 12:41 PM

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 accts)
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 N4G accounts at this point under various entities)



Secondary [REDACTED]_Cleint Agreement_W9.pdf

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

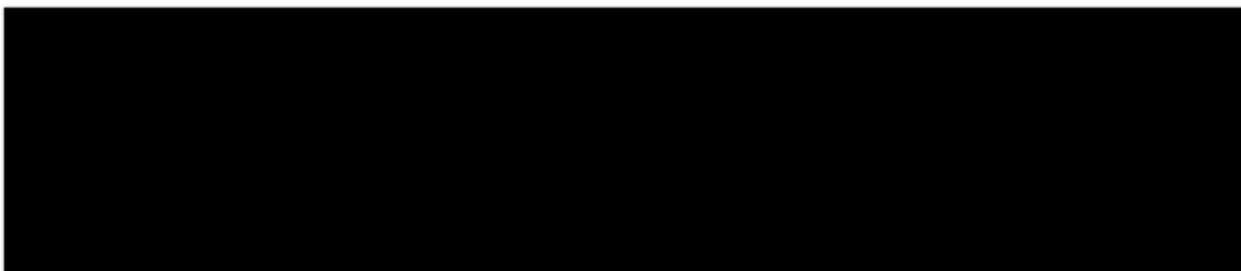


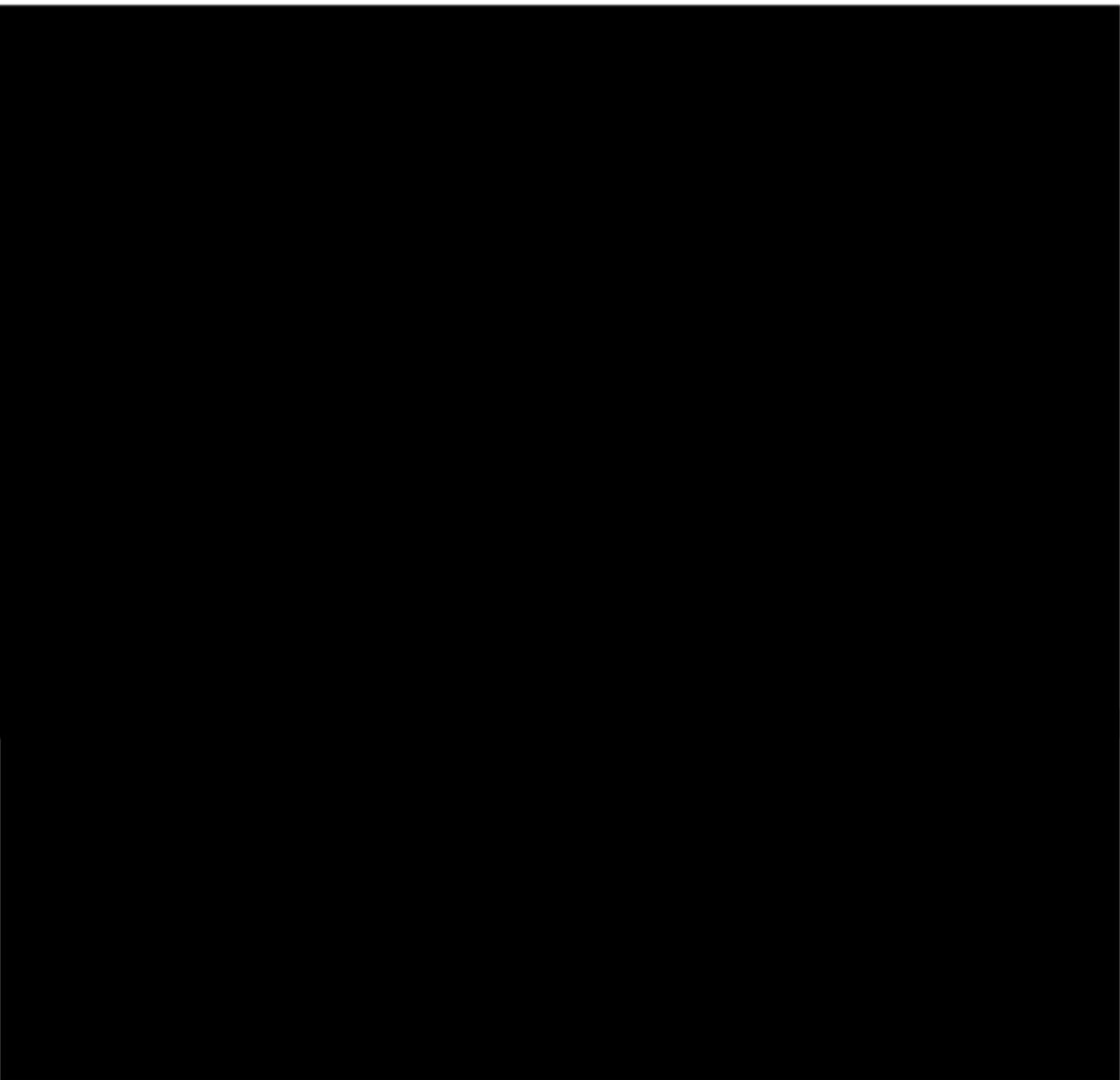
JE Foundation Acct. Agmt. 9.30.14.pdf

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 that I would like to add three more accounts to that - is that possible?





Kind regards,
Amy



Amy Horak
Vice President | Business Supervisory Office
Deutsche Bank Securities Inc.
Deutsche Asset & Wealth Management