

## APPENDIX TO THIS ACCOUNT AGREEMENT: DISCLOSURES AND DEFINITIONS

### IMPORTANT: PLEASE READ THIS APPENDIX

#### DISCLOSURES

- 1. Confirmations.** Confirmations of transactions, as well as other communications will be sent to the address Client has provided, or to such other address as Client may hereafter give to DBSI in writing, and all communications so sent, whether by mail, private carrier, facsimile, messenger, electronically or otherwise, shall be deemed delivered to Client when sent, whether actually received or not.
- 2. 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 may be lent to DBSI, to Parshing or to others, and may be pledged, repledged, hypothecated or rehypothecated 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. For additional terms that apply to margin accounts only, see the Margin Addendum. Neither Parshing, nor DBSI, will lend or pledge fully paid for securities without Client's written permission.
- 3. Corrected and Late Trade Reports.** DBSI may receive late and/or erroneous trade reports from the marketplace where Client's order is executed. Any such reports may result in an adjustment to Client's order or the information on a trade execution reported to Client.
- 4. Effect of Attachment or Sequestration of Accounts.** DBSI shall not be liable for refusing to obey any orders given by or for Client with respect to any Account which is or has been subject to an attachment or sequestration in any legal proceeding against Client, and DBSI shall be under no obligation to contest the validity of any such attachment or sequestration.
- 5. Foreign Securities.** With respect to debt or equity securities of foreign issuers or debt or deposit instruments of foreign banks ("Foreign Securities"), Client acknowledges and understands that: (a) Foreign Securities are, in most cases, not registered with the Securities and Exchange Commission or listed on any U.S. securities exchange, (b) Foreign Securities, particularly those of issuers in the so-called "emerging markets" are often illiquid, are sometimes subject to legal and/or contractual transfer restrictions and it may be difficult or impossible to dispose of such Foreign Securities prior to the maturity thereof or to determine the market price thereof for valuation purposes, (c) Foreign Securities, and the Issuer, guarantors or other obligors with respect thereto ("Foreign Issuers/Obligors") are subject to a variety of risks in addition to those typically faced in the case of U.S. securities and issuers, including, among other things, currency risk, exchange controls, confiscatory taxation, withholding, limitations on the rights of security holders, civil unrest, hyperinflation, discriminatory treatment of foreign investors, etc., (d) there is often less information available regarding Foreign Issuers/Obligors, and such information may be more difficult to interpret, than is the case with U.S. issuers whose securities are subject to the periodic reporting requirements under U.S. securities laws, (e) there may be no effective means to determine if a Foreign Issuer/Obligor is in default of its obligations in respect of its debt securities or other financial obligations (and Client specifically acknowledges that Foreign Securities which Client purchases may be in default at the time of purchase), (f) Foreign Securities in question may be unrated, and (g) such Foreign Securities are not suitable for all investors. Client authorizes DBSI to purchase Foreign Securities (and, in the case of Foreign Securities denominated in foreign currencies, the relevant foreign currencies) from or sell Foreign Securities (and foreign exchange) to an Affiliate of DBSI. In dealing with such Affiliates, such Affiliates may take and retain their normal commissions, spreads or other fees without regard to DBSI's relationship with Client.
- 6. Freeriding Prohibited (Not Applicable to Margin Accounts).** Paying for the purchase of securities in a cash account with the proceeds of their subsequent sale, known as freeriding, violates Regulation T of the Federal Reserve Board, is prohibited and may, among other things, result in Client's Account being restricted or closed.
- 7. Impartial Lottery Allocation System.** When DBSI holds Securities and Other Property that are callable (all or in part) on Client's behalf, Client will participate in DBSI's impartial lottery allocation system for the called Securities and Other Property.
- 8. Non-Investment Adviser Capacity.** Unless DBSI agrees otherwise in writing, DBSI is not acting as an "investment adviser" (as such term is defined in the Investment Advisers Act of 1940, as amended) with respect to the Client's Account(s).
- 9. Non-United States Resident Additional Disclosure and Understanding.** This disclosure applies to non-United States residents and non-United States domicile entities. Client's Account is based in the United States, and not in Client's country of residence. DBSI accounts, products and services may not have been registered, reviewed or approved by any governmental, banking or securities regulator in Client's country of residence or domicile. Not all of DBSI accounts, products, services or investments are available to residents of all countries. Many countries have various laws, rules and regulations that may apply to opening and maintaining accounts, products or services outside Client's country or residence or domicile, including reporting and filing requirements and laws, rules and regulations regarding taxes, exchange or capital controls. Client is responsible for knowledge of and adherence to any such laws, rules and regulations and reporting or filing requirements in Client's country or domicile of residence that might apply as a result of Client's Account with DBSI in the United States. These may include but are not limited to, tax, foreign exchange or capital controls, and reporting or filing requirements that may apply as a result of Client's country of citizenship, domicile or residence. Client currently complies and will continue to comply with any such laws, rules, regulations and reporting or filing requirements as required by Client's country of citizenship, residence or domicile.