

## Welcome to TradingBlock.

Please use this document package to open a **Personal Trust Account**.

Complete, sign and submit the following forms included here:

- **New Account Application**
  - *For Customer Type, select "Trust"*
  - *For Primary Applicant, please enter the Trust Name (in Primary Applicant Name field), Date of the Trust (in Date of Birth field), Trust Tax ID (SSN or EIN for the Trust in SSN/iTIN field), address and email for the Trust.*
  - *In the Joint Applicant section (starting on page 2) please complete all fields for the Primary Trustee. (If there is more than one Trustee, complete additional copies of pages 2-3 for each Trustee.)*
- Trustee Certification
  - *List all current Trustees (including the Primary Trustee listed in Section 1).*
  - *Signatures are required on pages 1-2 of this form.*
  - *If more than 4 Trustees, use another copy of this form.*
- Margin Account Agreement (if you wish to trade on margin)
- Option Account Agreement (if option trading privileges are desired)
- Copy of Trust Agreement (fully executed)
- Clear copy of government-issued photo ID for all trustees (driver's license preferable).

If you are not a resident of the US and wish to open an account, also complete, sign and submit the following forms:

- W-8BEN (must be submitted for all partners)
- Clear copy of government-issued photo ID for all trustees (passport preferable). If you are unable to provide a clean version using a copier, please scan the document and email it to [service@tradingblock.com](mailto:service@tradingblock.com).

Prior to submitting your documents for processing, please review documents for accuracy. Ensure all documents requested are included in your submission. **Missing documents may delay processing.**

**When complete, please fax clean, readable copies of all documents to 1-312-588-0226.**

**Require assistance?** Please contact our Customer Service Desk Monday through Friday (7:30 am to 4:30pm Central Time US) at 1-800-494-0451. Fax: 1-312-588-0226.



## NEW ACCOUNT APPLICATION & AGREEMENT

I (We) would like to open a brokerage account with you ("my Broker").  
I (We) understand you have designated Apex Clearing Corporation ("Clearing Firm") as your clearing firm.

| ACCOUNT INFORMATION   |  |   |   |
|---|--|---|---|
| ALL INFORMATION MUST BE COMPLETED. PLEASE TYPE OR PRINT.  |  |   |   |
| <b>ACCOUNT TYPE</b>   |  | CASH – <i>Customer Account Agreement follows this Application</i> |   |
|   |  | OPTIONS – <i>Request Option Agreement</i>                         |   |
|   |  | MARGIN – <i>Request Margin Agreement</i>                          |   |
| <b>CUSTOMER TYPE</b>  |  | Individual  | Estate – <i>Furnish Court Appointment</i> |
|   |  | Joint – <i>Request Joint Account Agreement</i>                    | Sole Proprietorship – <i>Request Form</i> |
|   |  | Trust – <i>Trustee Certification Required</i>                     | UTMA – <i>Indicate State Code:</i>        |
|   |  | Other: _____  | UGMA – <i>Indicate State Code:</i>        |
|   | <i>To be answered if the account holder is a Broker or Dealer (which includes a Foreign Broker or Dealer, or a Foreign Bank acting as a Broker or Dealer)</i><br>Is this account a PAB account; a proprietary account of a Broker or Dealer as defined by SEC 15c3-3(a)(16)? <i>Selection required</i><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, complete a "New Account Form for Proprietary Account Broker (PAB)" form AND a "New Account Application Entity" form. The New Account Form is not sufficient to open a PAB account. |   |   |
|   | PRIMARY APPLICANT NAME (Or NAME OF MINOR if Custodial Account) <div style="float: right; width: 150px;">DATE OF BIRTH</div>  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           U.S. CITIZEN<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO         </div> <div style="width: 65%;">           IF NO, WHAT COUNTRY?         </div> </div>   |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">SOCIAL SECURITY NUMBER/ITIN</div> <div style="width: 30%;">FTIN (Required for Foreign Persons)</div> <div style="width: 40%;">COUNTRY OF ISSUE</div> </div>   |  |   |   |
| HOME ADDRESS (Cannot be a Post Office Box)  |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">CITY</div> <div style="width: 35%;">STATE/COUNTRY</div> <div style="width: 35%;">ZIP CODE</div> </div>  |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">E-MAIL ADDRESS</div> <div style="width: 20%;">CELL PHONE/HOME PHONE</div> <div style="width: 40%;">BUSINESS PHONE</div> </div>  |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 70%;">           MARITAL STATUS (Select One)<br/> <input type="checkbox"/> SINGLE (S)   <input type="checkbox"/> MARRIED (M)   <input type="checkbox"/> DIVORCED (D)   <input type="checkbox"/> WIDOWED (W)         </div> <div style="width: 30%;">NUMBER OF DEPENDENTS</div> </div> |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">EMPLOYER</div> <div style="width: 15%;">YEARS EMPLOYED</div> <div style="width: 40%;">POSITION</div> </div>   |  |   |   |
| BUSINESS ADDRESS  |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">CITY</div> <div style="width: 35%;">STATE/COUNTRY</div> <div style="width: 35%;">ZIP CODE</div> </div>  |  |   |   |
| MAIL TO (Select One)<br><input type="checkbox"/> Business Address <input type="checkbox"/> Mailing Address <input type="checkbox"/> Post Office Box   |  |   |   |
| MAILING ADDRESS   |  |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">CITY</div> <div style="width: 35%;">STATE/COUNTRY</div> <div style="width: 35%;">ZIP CODE</div> </div>  |  |   |   |



|   |   |                                     |                      |  |
|---|---|-------------------------------------|----------------------|--|
| <b>ACCOUNT INFORMATION</b><br>(continued) | Is the Primary Account Holder a Control Person of a publicly traded company? (Director, Officer, or 10% Stockholder)<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES: Provide the name of the company(s) and the stock ticker symbol(s) below. I/We promise to notify you of any changes.<br>Company(s)/Ticker Symbol(s): _____     |                                     |                      |  |
|   | Is the Primary Account Holder an employee of, or affiliated with, the Introducing Broker firm?<br><br>If NO: Is the Primary Account Holder affiliated with, work with, or work for another member firm of a Stock Exchange or FINRA?<br><br>If YES: Provide the name of Firm: _____   |                                     |                      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
|   | JOINT APPLICANT NAME (Executor, Trustee, Custodian)   |                                     | DATE OF BIRTH        |  |
|   | U.S. CITIZEN<br><input type="checkbox"/> YES <input type="checkbox"/> NO  | IF NO, WHAT COUNTRY?                |                      |  |
|   | SOCIAL SECURITY NUMBER/ITIN /ITIN   | FTIN (Required for Foreign Persons) | COUNTRY OF ISSUE     |  |
|   | JOINT APPLICANT HOME ADDRESS (Cannot be a Post Office Box)  |                                     |                      |  |
|   | CITY  | STATE/COUNTRY                       | ZIP CODE             |  |
|   | E-MAIL ADDRESS  | CELL PHONE/HOME PHONE               | BUSINESS PHONE       |  |
|   | JOINT APPLICANT MARITAL STATUS (Select One)<br><input type="checkbox"/> SINGLE (S) <input type="checkbox"/> MARRIED (M) <input type="checkbox"/> DIVORCED (D) <input type="checkbox"/> WIDOWED (W)  |                                     | NUMBER OF DEPENDENTS |  |
|   | JOINT APPLICANT EMPLOYER  | YEARS EMPLOYED                      | POSITION             |  |
|   | BUSINESS ADDRESS  |                                     |                      |  |
|   | CITY  | STATE/COUNTRY                       | ZIP CODE             |  |
|   | Is the Joint Account Holder a Control Person of a publicly traded company? (Director, Officer, or 25% Stockholder)<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES: Provide the name of the company(s) and the stock ticker symbol(s) below. I/We promise to notify you of any changes.<br>Company(s)/Ticker Symbol(s): _____       |                                     |                      |  |
|   | Is the Joint Account Holder an employee of, or affiliated with, the Introducing Broker firm?<br><br>If NO: Is the Joint Account Holder affiliated with, work with, or work for another member firm of a Stock Exchange or FINRA?<br><br>If YES: Provide the name of Firm: _____   |                                     |                      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
|   | <b>TRADING AUTHORIZATION TO ANOTHER PARTY</b><br>Request the Trading Authorization Form from your introducing broker-dealer to grant trading authority to a third party.  |                                     |                      |  |
| <b>GOVERNMENT IDENTIFICATION</b>          | PRIMARY APPLICANT - TYPE OF IDENTIFICATION<br>Attach a color copy of the photo identification<br><br><input type="checkbox"/> Driver's License <input type="checkbox"/> INS Permanent Resident Alien Card<br><input type="checkbox"/> Passport <input type="checkbox"/> Foreign National Identification Document<br><input type="checkbox"/> Other: _____ |                                     |                      |  |
|   | IDENTIFICATION NUMBER   | STATE/COUNTRY OF ISSUANCE           | ISSUE DATE           | EXPIRATION DATE  |







|  |   |  |                |
|--|---|--|----------------|
| <b>LARGE TRADER ID*</b>  | LARGE TRADER ID ("LTID") <i>If you have an SEC assigned LTID for any of your accounts, provide the ID(s)</i>  |  | EFFECTIVE DATE |
|  | END DATE  | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____ |                |
|  | * Additional LTIDs may be added in the section "FOR OFFICE USE ONLY" below  |  |                |
| <b>DIVIDEND REINVESTMENT</b>   | <b>FREE DIVIDEND REINVESTMENT</b><br>Select whether or not you would like to have your dividends reinvested on all eligible securities. You can always change your selection by calling your investment representative.<br><br>Select ONE: <input type="checkbox"/> YES, Reinvest dividends on ALL eligible securities<br><input type="checkbox"/> NO, Do not reinvest any dividends  |  |                |
| <b>E-DELIVERY ELECTION</b>   | <b>E-DOCUMENTS ENROLLMENT</b><br>When you enroll your account in E-Docs, you will receive trade confirmations, account statements, tax-related documents, proxies, prospectuses, annual reports, and all other eligible account documents electronically. An e-mail notification will be sent to the Account Owner's e-mail address on the same day that any electronic documents become available. Just log into your account to access E-Docs and view, print, or download your electronic documents. Please speak with your investment representative for enrollment information.  |  |                |
| <b>SERVICE INSTRUCTIONS</b><br><i>Voluntary Sweep Program</i>  | By opening your account and/or selecting yes below, you agree to enroll in the Apex Clearing Corporation Sweep Program (the "Sweep Program") and agree that you have read and understand the terms and conditions of the Sweep Program. The Sweep Program terms and conditions and the list of banks participating and/or products available in the Sweep Program can be located at ApexClearing.com/disclosures. Free credit balances in the account, including dividends and proceeds from the sale of securities that are credited to the account while enrolled in the Sweep Program, may automatically be swept in accordance with the terms of the Sweep Program. Further, you agree Apex Clearing Corporation may make changes to the Sweep Program terms and conditions or any products or banks in the Sweep Program at any time in Apex's sole discretion. Your enrollment in the Sweep Program does not guarantee free credit balances in your account will be swept. If you wish to opt out of the Sweep Program you may select "No" in this Section or you may notify your introducing firm at any time.<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |                |
| <b>DIRECT COMMUNICATION RULE</b><br><i>Rule 14b-1(c)</i>   | Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer, upon its request, the names, addresses, and securities positions of our customers who are beneficial owners of the issuer's securities, held by us in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only.<br><br>If you object to this disclosure, check the box below.<br><input type="checkbox"/> YES, I object to the disclosure of such information.  |  |                |
| <b>ADDITIONAL ACCOUNT INFORMATION</b>  | IS THE ACCOUNT MAINTAINED FOR A CURRENT OR FORMER POLITICALLY EXPOSED PERSON OR PUBLIC OFFICIAL? <i>(Includes U.S. &amp; Foreign Individuals)</i><br><input type="checkbox"/> Yes <input type="checkbox"/> No   |  |                |
|  | If YES:<br>Provide the name(s) of the Official and the Official's immediate family members <i>(including former spouses)</i> and the name of the related political organization.  | NAME OF OFFICAL AND IMMEDIATE FAMILY MEMBER(S)   |                |
|  |   | NAME(S) OF OFFICIAL'S IMMEDIATE FAMILY MEMBER(S)   |                |
|  |   | RELATED POLITICAL ORGANIZATION   |                |
|  | IS THE ACCOUNT MAINTAINED FOR A FOREIGN FINANCIAL INSTITUTION AS DEFINED BY TITLE 31 OF THE CODE OF FEDERAL REGULATIONS?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If Yes, complete the form "Foreign Financial Institution Due Diligence Questionnaire"</i>  |  |                |
| IS THE ACCOUNT A FOREIGN BANK ORGANIZED UNDER FOREIGN LAW AND LOCATED OUTSIDE OF THE UNITED STATES AS DEFINED BY TITLE 31 OF THE CODE OF FEDERAL REGULATIONS?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES, provide U.S. Agent for Service of Process: _____<br><i>If YES, complete the form "Certification Regarding Correspondent Accounts" in addition to the form "Foreign Financial Institution Due Diligence Questionnaire"</i><br><br><b>NOTE: Broker-Dealers are prohibited from establishing, maintaining, administering, or managing correspondent accounts in the United States for Foreign Shell Banks. The prohibition does not include Foreign Shell Banks that are regulated affiliates.</b> |   |  |                |



|   |   |   |      |
|---|---|---|------|
| TAX<br>CERTIFICATION  | <p>FORM W-9</p> <p>Under penalties of perjury, I certify that: (1) 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 <b>(2) 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,</b> and (3) I am a U.S. citizen or other U.S. person (defined below), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p><input type="checkbox"/> <b>I am subject to withholding. Item 2 (above) is not applicable to me.</b></p> <p>Definition of a U.S. person. For federal tax return purposes, you are considered a U.S. person if you are: An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7). The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.</p> <p>See instructions for a list of Exceptions</p> |   |      |
|   | EXEMPT PAYEE CODE <i>(if any)</i>   | EXEMPTION FROM FATCA REPORTING CODE <i>(if any)</i> |      |
|   | <p>FORM W-8</p> <p>Complete Form W-8 if you are a foreign person or business entity.</p>  |   |      |
|   | SIGNATURES  |   |      |
| <p>I authorize my broker and/or Clearing Firm to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, my broker and/or Clearing Firm will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied by Clearing Firm, as a result of the consumer report verification, I authorize Clearing Firm to provide to my broker the reason(s) for such denial.</p> <p><b>BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING (1) THAT PARAGRAPH 8 OF THE CUSTOMER ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM, (2) RECEIPT OF A COPY OF THE CUSTOMER ACCOUNT AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.</b></p> |   |   |      |
| SIGNATURE   |   |   | DATE |
| SIGNATURE – JOINT APPLICANT <i>(Executor, Trustee, Custodian)*</i>  |   | DATE  |      |

\* For Joint Accounts, BOTH parties must sign



| FOR OFFICE USE ONLY               |  |   |                              |
|-----------------------------------|--|---|------------------------------|
| <b>CUSTOMER ID VERIFICATION</b>   | CUSTOMER IDENTIFICATION VERIFIED<br><i>Must be completed</i>   |   | <input type="checkbox"/> YES |
| <b>SIGNATURES</b>                 | BRANCH MANAGER APPROVAL SIGNATURE  | BRANCH MANAGER NAME   | DATE                         |
|                                   | REPRESENTATIVE SIGNATURE   | REPRESENTATIVE NAME   | DATE                         |
| <b>CAT FDID</b>                   | CAT FDID<br><i>By default, the FDID will be assigned at account opening. Any updates to this field post account opening will be reported as FDID replacement values</i>  |   | CAT FDID                     |
| <b>LTID</b>                       | LTID   |   | EFFECTIVE DATE               |
|                                   | END DATE   | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____  |                              |
|                                   | LTID   |   | EFFECTIVE DATE               |
|                                   | END DATE   | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____  |                              |
|                                   | LTID   |   | EFFECTIVE DATE               |
|                                   | END DATE   | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____  |                              |
|                                   | LTID   |   | EFFECTIVE DATE               |
|                                   | END DATE   | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____  |                              |
|                                   | LTID   |   | EFFECTIVE DATE               |
|                                   | END DATE   | END REASON<br><input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____  |                              |
| <b>CAT AND OATS ACCOUNT TYPES</b> | CAT ACCOUNT TYPE <i>(Selection Required)</i>   | OATS ACCOUNT TYPE   |                              |
|                                   | <b>CAT ACCOUNT TYPES:</b><br><b>A: Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c)<br><b>E: Employee Account</b> - An employee or associated person of your Broker-Dealer<br><b>F: Foreign</b> - A non-broker-dealer foreign affiliate or non-reporting Foreign Broker-Dealer<br><b>I: Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account.<br><b>O: Market Making</b> - See CAT FAQ C5<br><b>V: Firm Agency Average Price Account</b><br><b>P: Other Proprietary</b><br><b>X: Error Account</b> - Error account of the firm | <b>OATS ACCOUNT TYPES:</b><br><b>A: Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c)<br><b>C: Combined</b> - An order representing more than one type of account<br><b>E: Employee Account</b> - An employee or associated person of your Broker-Dealer.<br><b>I: Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account.<br><b>O: Market Making</b><br><b>P: Other Proprietary</b><br><b>X: Error Account</b> - Error account of the firm. |                              |



## CUSTOMER ACCOUNT AGREEMENT

This Customer Account Agreement (the "Agreement") sets forth the respective rights and obligations of Apex Clearing Corporation ("you" or "your" or "Apex") and the Customer's (as defined below) brokerage firm (the "Introducing Broker"), and the customer(s) identified on the New Account Application (the "Customer") in connection with the Customer's brokerage account with the Introducing Broker ("the Account"). The Customer hereby agrees as follows with respect to the Account, which the Customer has established with the Introducing Broker for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, which transactions are cleared through you. To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an account, the Customer will provide information that will allow you to identify the Customer including, but not limited to, the Customer's name, address, date of birth, and the Customer's driver's license or other identifying documents.

### 1. Applicable Rules and Regulations.

All transactions for the Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

### 2. Definitions.

"Obligations" means all indebtedness, debit balances, liabilities, or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

### 3. Breach; Security Interest.

Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property belonging to the Customer or in which the Customer may have an interest held by you or carried in any of the Customer's accounts with you (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of the Customer's obligations to you, wherever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such securities and other property among any of the Customer's accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer. The Customer understands that because of circumstances beyond broker-dealers control, its customers' voting rights may be impaired. For example, if the stock of a company that another customer has purchased has not yet been received from the seller(s), then other customers' abilities to vote that company's stock could be impaired until those shares are received. In addition, if the stock of a company that the Customer has purchased has not yet been received from the seller(s), then payments received by the Customer from the Introducing Broker, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.

### 4. Cancellation.

You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the Customer, in whole or in part, or to close out any commitment made on behalf of the Customer.

### 5. Payment of Indebtedness Upon Demand.

The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 3 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.



**6. Accounts Carried as Clearing Broker.**

The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's introducing broker. The Customer confirms to you that the Customer is relying for any advice concerning the Customer's accounts solely on the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker, and not your representatives, employees or other agents and the Customer will in no way hold you liable for any trading losses that the Customer may incur. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as clearing broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim. The Customer understands you shall be entitled to exercise and enforce directly against the Customer all rights granted to the Introducing Broker.

**a. Accounts Carried as Custodian.**

In some cases the Customer's account is being carried by arrangement with the Customer's Investment Advisor or Investment Manager, who uses you as their Broker-Dealer custodian. The Customer acknowledges that your role as custodian is to hold or custody account assets, distribute or collect funds on behalf of the Customer's account, execute and clear trades under instruction of the Customer's Investment Advisor or Investment Manager, generate account statements and provide other custodial services as may be mandated by various regulatory standards and requirements. The Customer understands that in the capacity as custodian, you will not offer investment advice, review the Customer's accounts, and will have no responsibility for trades made in the Customer's accounts. Additionally, in your capacity as custodian, you will not verify the accuracy of management fees that the Customer pays to Investment Advisors or Investment Managers pursuant to the terms of the Investment Management Agreement executed between the Customer and the Investment Advisor or Investment Manager. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as custodial broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim.

**7. Communications.**

You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you by mail or otherwise. In consideration of your sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally.

**8. ARBITRATION AGREEMENT.**

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

- a. 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**
- 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 MAY 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**



**g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT**

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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 de-certified; 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.

**9. Representations.**

The Customer represents that the Customer is of majority age. The Customer represents either that the Customer is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper, or alternatively, that the Customer has obtained and will provide to you additional documentation which may include information required under FINRA Rule 407 from its employer authorizing the Customer to open and maintain an account with you. If the Customer is a corporation, partnership, trust or other entity, the Customer represents that its governing instruments permit this Agreement, that this Agreement has been authorized by all applicable persons and that the signatory on the New Account Application is authorized to bind the Customer. The Customer represents that the Customer shall comply with all applicable laws, rules and regulations in connection with the Customer's account. The Customer further represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

**10. Joint Accounts.**

If the New Account Application indicates that the Account shall consist of more than one person, the Customer's obligations under this Agreement shall be joint and several. References to the "Customer" shall include each of the customers identified on the New Account Application. You may rely on transfer or other instructions from any one of the Customers in a joint account, and such instructions shall be binding on each of the Customers. You may deliver securities or other property to, and send confirmations; notices, statements and communications of every kind, to any one of the Customers, and such action shall be binding on each of the Customers. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety is not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.

**11. Other Agreements.**

If the Customer trades any options, the Customer agrees to be bound by the terms of your Customer Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.

**12. Data Not Guaranteed.**

The Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The Customer acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the Customer or any third party for the accuracy, timeliness, or completeness of any information made available to the Customer or for any decision made or taken by the Customer in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.



**13. Payment for Order Flow Disclosure.**

Depending on the security traded and absent specific direction from the Customer, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges, or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. You or the Introducing Broker may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to the Customer's transactions will be furnished upon written request.

**14. Credit Check.**

You are authorized, in your discretion, should you for any reason deem it necessary for your protection to request and obtain a consumer credit report for the Customer.

**15. Miscellaneous.**

If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified, or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of you and your successors, whether by merger, consolidation or otherwise, your assigns, the Introducing Broker, and all other persons specified in Paragraph 8. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political, or financial conditions, war or strikes. You may transfer the accounts of the Customer to your successors and assigns. This Agreement shall be binding upon the Customer and the heirs, executors, administrators, successors and assigns of the Customer. Failure to insist on strict compliance with this Agreement is not considered a waiver of your rights under this Agreement. At your discretion, you may terminate this Agreement at any time on notice to the Customer, the Customer will continue to be responsible for any obligation incurred by the Customer prior to termination. The Customer may not assign the Customer's rights or delegate the Customer's obligations under this Agreement, in whole or in part, without your prior consent.

**16. Sweep Program.**

If the Customer elects to participate in one of your FDIC or money market sweep programs, the Customer acknowledges and agrees that: (a) the Customer has read and understands the sweep program terms and conditions and/or prospectuses available at [www.apexclearing.com/disclosures/](http://www.apexclearing.com/disclosures/) and is aware of the products available in such sweep programs; (b) you may make changes to your FDIC and/or money market sweep programs and products at any time, in your sole discretion and with or without notice to Customer; (c) the free credit balances in the Customer's Account may begin being included in the sweep program upon Account opening; and (d) you have no obligation to monitor the applicable sweep program elected for the Customer's Account or to make recommendations about, or changes to, the sweep program that might be beneficial to the Customer.

**17. SIPC Protection.**

As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit [www.sipc.org](http://www.sipc.org). Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

**18. Tax Treaty Eligibility.**

This agreement shall serve as the Customer's certification that you are eligible to receive tax treaty benefits between the country or (of) residence indicated on the new account form and the country (ies) of origin holding jurisdiction over the instruments held within the customer's account.

**19. Trusted Contact.**

"Under FINRA Rule 4512 Apex Clearing Corporation is required to disclose to you (the customer) that Apex Clearing Corporation or an associated person of Apex Clearing Corporation is authorized to contact the trusted contact person and disclose information about the customer's account to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.



**20. ACH Agreement.**

If I request Automated Clearinghouse ("ACH") transactions from my Account at Clearing Firm, I authorize Clearing Firm to originate or facilitate transfer credits/debits to/from my eligible bank account. Transactions sent through the NACHA network will be subject to all applicable rules of NACHA and all rules set forth in Federal Reserve Operating circulars or other applicable laws and regulations. ACH deposits to my brokerage account are provisional. If the beneficiary bank does not receive final and complete payment for a payment order transferred through ACH, the beneficiary bank is entitled to recover from the beneficiary any provisional credit and Clearing Firm may charge my account for the transaction amount. I understand Clearing Firm or my Broker may not notify me of any returned or rejected ACH transfers. I agree to hold Clearing Firm and Clearing Firm's agents free of liability for compliance with these instructions. I hereby agree to hold harmless Clearing Firm and each of its affiliates, offices, directors, employees, and agents against, any claims, judgments, expenses, liabilities or costs of defense or settlement relating to: (a) any refusal or failure to initiate or honor any credit or debit request, by Clearing Firm or my Broker, whether (i) due to a lack of funds necessary to credit my account; (ii) due to inadvertence, error caused by similarity of account holder names or (iii) otherwise provided Clearing Firm has not acted in bad faith; (b) if the routing number is incorrect or the routing number or other information changes at another U.S. financial institution or (c) any loss, damage, liability or claim arising, directly or indirectly, from any error, delay or failure which is caused by circumstances beyond Clearing Firm's direct control. To the extent permitted by applicable law or regulation, Clearing Firm hereby disclaims all warranties, express or implied, and in no event shall Clearing Firm be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the ACH electronic service or any ACH transactions. Nothing in this herein shall constitute a commitment or undertaking by Clearing Firm or my Broker to effect any ACH transaction or otherwise act upon my instructions or those of my Broker with respect to any account at Clearing Firm. This authorization shall remain in full force and effect until I revoke authorization by written notification to my Broker that is forwarded to Clearing Firm. I understand that Clearing Firm has the right to terminate or suspend the ACH agreement at any time and without notice.



## PRIVACY POLICY

Apex Clearing Corporation ("Apex") carries your account as a clearing broker by arrangement with your broker-dealer or registered investment advisor as Apex's introducing client. At Apex, we understand that privacy is an important issue for customers of our introducing firms. It is our policy to respect the privacy of all accounts that we maintain as clearing broker and to protect the security and confidentiality of non-public personal information relating to those accounts. Please note that this policy generally applies to former customers of Apex as well as current customers.

### Personal Information Collected

In order to service your account as a clearing broker, information is provided to Apex by your introducing firm who collects information from you in order to provide the financial services that you have requested. The information collected by your introducing firm and provided to Apex or otherwise obtained by Apex may come from the following sources and is not limited to:

- Information included in your applications or forms, such as your name, address, telephone number, social security number, occupation, and income
- Information relating to your transactions, including account balances, positions, and activity
- Information which may be received from consumer reporting agencies, such as credit bureau reports
- Information relating to your creditworthiness
- Information which may be received from other sources with your consent or with the consent of your introducing firm

In addition to servicing your account, Apex may make use of your personal information for analysis purposes, for example, to draw conclusions, detect patterns or determine preferences.

### Sharing of Non-public Personal Information

Apex does not disclose non-public personal information relating to current or former customers of introducing firms to any third parties, except as required or permitted by law, including but not limited to any obligations of Apex under the USA PATRIOT Act, and in order to facilitate the clearing of customer transactions in the ordinary course of business.

Apex has multiple affiliates and relationships with third party companies. Examples of these companies include financial and non-financial companies that perform services such as data processing and companies that perform securities executions on your behalf. We may share information among our affiliates and third parties, as permitted by law, in order to better service your financial needs and to pursue legitimate business interests, including to carry out, monitor and analyze our business, systems and operations.

### Security

Apex strives to ensure that our systems are secure and that they meet industry standards. We seek to protect non-public personal information that is provided to Apex by your introducing firm or otherwise obtained by Apex by implementing physical and electronic safeguards. Where we believe appropriate, we employ firewalls, encryption technology, user authentication systems (i.e. passwords and personal identification numbers) and access control mechanisms to control access to systems and data. Apex endeavors to ensure that third party service providers who may have access to non-public personal information are following appropriate standards of security and confidentiality. Further, we instruct our employees to use strict standards of care in handling the personal financial information of customers. As a general policy, our staff will not discuss or disclose information regarding an account except; 1) with authorized personnel of your introducing firm, 2) as required by law or pursuant to regulatory request, or 3) as authorized by Apex to a third party or affiliate providing services to your account or pursuing Apex's legitimate business interests.

### Access to Your Information

You may access your account information through a variety of media offered by your introducing firm and Apex (i.e., statements or online services). Please contact your introducing firm if you require any additional information. Apex may use "cookies" in order to provide better service, to facilitate its customers' use of the website, to track usage of the website, and to address security hazards. A cookie is a small piece of information that a website stores on a personal computer, and which it can later retrieve.

### Changes to Apex's Privacy Policy

Apex reserves the right to make changes to this policy.

### How to Get in Touch with Apex about this Privacy Policy

For reference, this Privacy Policy is available on our website at [www.apexclearing.com](http://www.apexclearing.com). For more information relating to Apex's Privacy Policy or to limit our sharing of your personal information, please contact:

Apex Clearing Corporation  
Attention: Compliance  
350 North St. Paul Street, Suite 1300  
Dallas, Texas 75201  
(214) 765-1055





# CERTIFICATE OF TRUST & INVESTMENT POWERS

In consideration of you and Apex Clearing Corporation ("Clearing Firm") opening and maintaining one or more accounts for the Trust, the undersigned Trustee(s) certify, represent and warrant that the Trust is in full force and effect and that the Trust Agreement has not been revoked, amended or modified in any manner that would render this certification inaccurate. The Trustee(s) further represent and agree that the following information is true, complete and accurate.

|  |   |
|--|---|
| ACCOUNT NUMBER                                   | DATE  |
| TRUST TITLE                                      | DATE OF TRUST   |
| THE TRUST IS GOVERNED BY THE LAW OF THE STATE OF | THE TRUST IS<br><input type="checkbox"/> Revocable & Amendable <input type="checkbox"/> Irrevocable |

| LIST OF ALL CURRENT TRUSTEES |                            |            |                 |
|------------------------------|----------------------------|------------|-----------------|
| 1                            | NAME & TITLE               | ID #       |                 |
|                              | SIGNATURE                  | ID TYPE    |                 |
|                              | SSN, FED ID, CEDULA, NIT # | ISSUED BY  |                 |
|                              | DATE OF BIRTH              | ISSUE DATE | EXPIRATION DATE |
|                              | ADDRESS                    |            |                 |
| 2                            | NAME & TITLE               | ID #       |                 |
|                              | SIGNATURE                  | ID TYPE    |                 |
|                              | SSN, FED ID, CEDULA, NIT # | ISSUED BY  |                 |
|                              | DATE OF BIRTH              | ISSUE DATE | EXPIRATION DATE |
|                              | ADDRESS                    |            |                 |
| 3                            | NAME & TITLE               | ID #       |                 |
|                              | SIGNATURE                  | ID TYPE    |                 |
|                              | SSN, FED ID, CEDULA, NIT # | ISSUED BY  |                 |
|                              | DATE OF BIRTH              | ISSUE DATE | EXPIRATION DATE |
|                              | ADDRESS                    |            |                 |
| 4                            | NAME & TITLE               | ID #       |                 |
|                              | SIGNATURE                  | ID TYPE    |                 |
|                              | SSN, FED ID, CEDULA, NIT # | ISSUED BY  |                 |
|                              | DATE OF BIRTH              | ISSUE DATE | EXPIRATION DATE |
|                              | ADDRESS                    |            |                 |



# CERTIFICATE OF TRUST & INVESTMENT POWERS

In addition to the Trustee(s), you and Clearing Firm may accept orders and other instructions relative to the Trust Account(s) from the individuals or entities listed below. Those individuals or entities may execute any documents on behalf of the Trusts and, unless otherwise specified, anyone of the listed individuals or entities may act individually on behalf of the Trust.

## Power of the Trustee(s)

The Trustee(s) certify and represent that the Trust Agreement authorizes each Trustee to act independently and without providing you and Clearing Firm with consent of the other Trustee(s) for all purposes related to maintaining this Trust Account or that the Trustee(s) so acting has obtained the requisite consent of the other Trustee(s) in accordance with the terms of the Trust Agreement. The Trustee(s) represent that you and Clearing Firm is authorized to follow, without limitation, the instructions of any Trustee(s) including, but not limited to, the signing of all account agreements and documents on behalf of the Trust, directions to deliver or transfer funds, securities or other assets, the endorsement of checks and to enter into transactions for the purchase or sale of securities insurance and annuity contracts and other investments.

The Trustee(s) further represent that the Trust Agreement authorizes (check all that apply):

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | To maintain a Margin and Short Account and through such account to borrow funds to purchase securities on margin, sell securities which the Trust does not own (i.e. short sales) and to borrow securities in connection therewith.<br>(Request Margin Documentation) |
| <input type="checkbox"/> | To trade in option contracts, including, without limitations, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls. (Request Option Documentation)   |

The Trustee(s) certify and represent that the information provided in the Trust Account Application and other account paper-work has been reviewed by the Trustee(s) and is true and correct as of the date of this certification and that the Trustee(s) agree to notify you and Clearing Firm promptly of any amendments to the Trust, and change to the composition of the Trustees or any other even which could alter this certification.

This certification supersedes any prior certification and you and Clearing Firm may rely on it until receipt of a new certification. The Trustee(s) agree that you and Clearing Firm is not responsible for reviewing or determining the propriety of instructions received by any Trustee and may rely on those instructions, without confirming them with any other Trustee. Notice sent to one Trustee, including notice sent electronically, shall constitute notice to all Trustees.

The Trustees hereby jointly and severally agree to indemnify you and Clearing Firm and each of its affiliates, offices, directors, employees, and agents from and hold such persons harmless against, any claims, judgments, expenses, liabilities or costs of defense or settlement (including attorney's fees) arising out of relating to breach of any representation or warranty made herein or to any actual or alleged improper or unsuitable actions taken upon such Trustees instructions in connection with the brokerage account established at you and Clearing Firm for the Trust. This indemnification shall not be limited in any way by the Trustees provision you and Clearing Firm of independent documentation concerning the representations made herein.

The representations and obligations stated herein shall survive termination of the Trust Agreement and any Account Agreement relating to the Trust's brokerage account.

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name



# CUSTOMER MARGIN & SHORT ACCOUNT AGREEMENT

APEX CLEARING CORPORATION AND/OR  
BROKER DEALERS FOR WHICH IT CLEARS



ACCOUNT NUMBER: \_\_\_\_\_

This Customer Margin and Short Account Agreement (the "Agreement") sets forth the respective rights and obligations of Apex, the Introducing Broker and the Customer (all as defined below) in connection with the Customer's margin account opened with the Introducing Broker for the purchase and sale of securities and/or the borrowing of funds. The Customer understands that Apex has been designated as the clearing firm on the account and the Customer hereby acknowledges and agrees that the margin extended to the Customer hereunder is provided by Apex.

1. **Applicable Rules and Regulations.** All transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.
2. **Definitions.** "Introducing broker" means any brokerage firm, which introduces securities transactions on behalf of the Customer, which transactions are cleared through you, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "You", "your" or "Apex" refers to Apex Clearing Corporation. "Customer" refers to the party or parties signing this agreement.
3. **Breach; Security Interest.** Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property now or hereafter held, carried or maintained by you in or for any of the accounts of the Customer (either individually or jointly with others), now or hereafter opened, including any accounts in which the Customer may have an interest, shall be subject to a first and prior lien and security interest for the discharge of all of the obligations of the Customer to you, whenever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such securities and other property among any of the Customer's accounts, to the fullest extent allowed by law and without notice where allowed. You shall have the right to transfer securities and other property so held by you from or to any other of the accounts of the Customer whenever you so determine.
4. **Liquidation.** In the event of the death of the Customer, or in the event the margin in any account in which the Customer has an interest shall in either your or the Introducing Broker's discretion become unsatisfactory to either you or the introducing broker, or be deemed insufficient by either you or the introducing broker, you are hereby authorized; (a) to sell any or all securities or other property which you may hold for the Customer (either individually or jointly with others); (b) to buy any or all securities and other property which may be short in such accounts; and/or (c) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of your rights provided herein. You may likewise accept and rely upon instructions which you receive from the introducing broker to effect any of the aforementioned transactions (as noted in (a), (b), and (c)). You shall have the discretion to determine which securities and other property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at your discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and you may be the purchaser for your own account.
5. **Cancellation.** You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the Customer, in whole or in part, or to close out any commitment made on behalf of the Customer.
6. **Payment of Indebtedness Upon Demand.** The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 4 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.
7. **Liability of Costs of Collection.** The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer.
8. **Accounts Carried as Clearing Broker.** The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker (a) orders for the purchase or sale of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's Introducing Broker. The Customer confirms to you that the Customer is relying for any advice concerning the Customer's accounts solely on the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker and not your representatives, employees or other agents. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as clearing broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim. The Customer understands you shall be entitled to exercise and enforce directly against the Customer all rights granted to the Introducing Broker.



# CUSTOMER MARGIN & SHORT ACCOUNT AGREEMENT

APEX CLEARING CORPORATION AND/OR BROKER DEALERS FOR WHICH IT CLEARS

9. **Communications.** You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you to the Customer by mail or otherwise.
10. **ARBITRATION AGREEMENT. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**
- a. 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 FORM IN WHICH A CLAIM IS FILED;
  - 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 MAY 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.
  - g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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.

11. **Hypothecation.** Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by you, or carried by you in any account for the Customer (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or rehypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as payments received in lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to the Customer upon demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by the Customer originally. Any securities in the Customer's margin or short account may be borrowed by you, or lent to others.
12. **Interest.** Debit balances in all the accounts of the Customer shall be charged with interest in accordance with your established custom, as disclosed to the Customer in the Customer Information Brochure pursuant to the provisions of Rule 10b016 of the Securities Exchange Act.
13. **Margin.** The Customer agrees to maintain in all accounts with you such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. The Customer agrees to promptly satisfy all margin and maintenance calls.
14. **Sales.** The Customer agrees to specifically designate any order to sell a security, which the Customer does not own as a short sale, and understands that you will mark such order as a short sale. The Customer agrees that any order which is not specifically designated as a short sale is a sale of securities owned by the Customer, and that the Customer will deliver the securities on or before settlement date, if not already in the account. If the Customer should fail to make such delivery in the time required, you are authorized to borrow such securities as necessary to make delivery for the Customer's sale, and the Customer agrees to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.
15. **Representations.** The Customer represents that the Customer is of majority age, that the Customer is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or a member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If the Customer is a corporation, partnership, trust or other entity, the Customer represents that its governing instruments permit this Agreement, that all applicable persons have authorized this Agreement and that the Customer's signatory is authorized to bind the Customer. The Customer represents that the Customer shall comply with all applicable laws, rules and regulations in connection with the Customer's account. The Customer further represents that no one except the Customer has an interest in the account or accounts of the Customer with you.
16. **Joint Account.** If the Customer shall consist of more than one person, the Customer's obligations under this Agreement shall be joint and several. You may rely on transfer or other instructions from any one of the Customers in a joint account, and such instructions shall be binding on each of the Customers. You may deliver securities or other property to, and send confirmations; notices, statements and communications of every kind, to any one of the Customers, and such



# CUSTOMER MARGIN & SHORT ACCOUNT AGREEMENT

APEX CLEARING CORPORATION AND/OR BROKER DEALERS FOR WHICH IT CLEARS

action shall be binding on each of the Customers. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures or commodities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety is not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.

17. **Other Agreements.** The Customer agrees to be bound by the terms of your New Account Application/Customer Account Agreement. If the Customer trades any options, the Customer agrees to be bound by the terms of your Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.
18. **Data Not Guaranteed.** The Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or noninfringement. The Customer acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the Customer or any third party for the accuracy, timeliness, or completeness of any information made available to the Customer or for any decision made or taken by the Customer in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.
19. **Credit Check.** You are authorized, in your discretion, should you for any reason deem it necessary for your protection to request and obtain a consumer credit report for the Customer.
20. **Miscellaneous.** If any provision of this Agreement is held to be unenforceable; it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, your assigns, the Customer's Introducing Broker, and all other persons specified in Paragraph 10. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You may transfer the accounts of the Customer to your successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Customer.
21. **Account Protection.** As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 37108300 or visit [www.sipc.org](http://www.sipc.org). Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to an aggregate of \$600 million. This is provided to pay amounts in addition to those returned in a SIPC liquidation. This additional insurance policy is limited to a combined return to any customer from a Trustee, SIPC and London Underwriters of \$150 million, including cash of up to \$2.15 million. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

BY SIGNING BELOW, THE CUTOMER AGREES TO ALL TERMS OF THIS CUSTOMER MARGIN AND SHORT ACCOUNT AGREEMENT AND ACKNOWLEDGES THE FOLLOWING: (1) THAT THE CUSTOMER'S MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY YOU OR LOANED TO OTHERS; (2) RECEIPT OF A COPY OF THIS AGREEMENT AND A COPY OF THE MARGIN DISCLOSURE STATEMENT; AND (3) THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE ON PAGE 2, PARAGRAPH 10 AND IN ACCORDANCE WITH THIS AGREEMENT THE CUSTOMER AGREES IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN THE CUSTOMER, INTRODUCING BROKER AND/IOR YOU.

DATE OF DELIVERY OF MARGIN DISCLOSURE STATEMENT: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature (Second Party, If Joint Account)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

## **FOR USE BY ENTITY ACCOUNTS ONLY (I.E. CORPORATIONS, PARTNERSHIPS, TRUSTS):**

Is this account for a foreign bank? ☐ YES ☐ No

If Yes, Please list Agent for service of process: \_\_\_\_\_

Is this account for a foreign shell bank? ☐ YES ☐ No

Does this firm offer services to a foreign shell bank? ☐ YES ☐ No

**If you answered yes to any of the above questions, Corporations will need to complete  
Certification Regarding Correspondent Accounts.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*



# MARGIN DISCLOSURE STATEMENT

We are furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by your broker. Consult us at <https://tradingblock.com/contact> or <https://moneyblock.com/contact> regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from our clearing firm, Apex Clearing Corporation ("Apex"). If you choose to borrow funds from Apex, you will open a margin account. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and as a result, we or Apex can take action, such as issue a margin call and/or sell securities in your account, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- **You can lose more funds than you deposit in the margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid forced sale of those securities or other securities in your account.
- **The firm can force the sale of securities in your account.** If the equity in your account falls below the maintenance margin requirements under the law, or the firm's higher house requirements, the firm can sell the securities in your account to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- **The firm can sell your securities without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interest, including immediately selling the securities without notice to the customer.
- **You are not entitled to choose which security in your margin account is liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.
- **The firm can increase its house maintenance margin requirement at any time and is not required to provide you advance written notice.** These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account.
- **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.
- **The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as a substitute payment in lieu of a dividend.** A substitute payment is not, a qualified dividend and is taxed as ordinary income.
- **Industry regulations may limit, in whole or in part, your ability to exercise voting rights of securities that have been lent or pledged to others.** You may receive proxy materials indicating voting rights for a fewer number of shares than are in your account, or you may not receive any proxy materials.

## CREDIT TERMS & POLICIES

The following Disclosure of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Customer Account Agreement. It describes the terms under which Apex extends credit and charges interest and how your obligations are secured by property in your Account.

**Interest Charges.** Apex will accrue interest on a daily basis on the credit it extends to you. The rate of interest charged by Apex is set by us and can be found at <https://tradingblock.com/pricing-policies> or <https://moneyblock.com/policies>. The daily interest accruals are calculated by multiplying your "daily adjusted debit balance" by the "daily margin interest rate." Generally speaking, your daily adjusted debit balance is the actual settled debit balance in your Margin and Short Account, increased by the value of securities held short and reduced by the amount of any settled credit balance carried in your Cash Account.

Your daily-adjusted debit balance is calculated each day by adjusting your previous day's balance by any debits and credits to your account and by changes in the value of short positions. If your daily-adjusted debit balance is reduced because you deposit a check or other item that is later returned to us unpaid, your account may be adjusted to reflect interest charges you have incurred.

Apex reserves the right to charge interest on debit balances in the Cash Account. Periodically, we or Apex will send you a comprehensive statement showing the activity in your account, including applicable interest charges, interest rates and adjusted daily debit balances.

01/04/2024



# APEX Clearing<sup>TM</sup> MARGIN DISCLOSURE STATEMENT

**Daily Margin Interest Rate.** The "daily margin interest rate" is based on a 360-day year. It is calculated for each day by dividing the base margin interest rate by 360. Note that the use of a 360-day year results in a higher effective rate of interest than if a year of 365 days were used.

The applicable margin interest rate is the rate for all daily adjusted debit balances as communicated above. Your margin interest rate will be adjusted automatically and without notice to reflect any change in the base rate. If your interest rate increases for any reason other than a change in the base rate, we or Apex will give you written notice at least 30 days' prior to that change.

**Compounding Interest Charges.** Interest compounds on a monthly basis. Interest charges will accrue to your account each month. Apex will include the charges in the next day's opening debit balance. The interest rates described above do not reflect compounding of unpaid interest charges; the effective interest rate, taking into effect such compounding, will be higher.

**Initial Margin Requirements.** The Federal Reserve Board and various stock exchanges determine margin loan rules and regulations. When you purchase securities on margin, you agree to deposit the required initial equity by the settlement date and to maintain your equity at the required levels. The maximum amount we currently may loan for common stock (equity) securities is 50% of the value of marginable securities purchased in your Margin and Short Account; different requirements apply to non-equity securities, such as bonds or options. If the market value of stock held as collateral increases after you have met the initial margin requirements, your available credit may increase proportionately. Conversely, if the market value decreases, your available credit may proportionately decrease.

Initial margin requirements may change without prior notice. Apex may impose anytime and without prior notice more stringent requirements on positions that in its sole discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or concentrated positions of securities.

You may purchase only certain securities on margin or use them as collateral in your Margin and Short Account. Most stocks traded on national securities exchanges, and some over-the-counter (OTC) securities are marginable. At Apex's discretion, it reserves the right not to extend credit on any security.

Equity securities with a market value of less than \$3 per share may not be purchased on margin or deposited as margin collateral. If the market value of a security drops below \$3 per share, the security will not be assigned any value as collateral to secure your margin obligations.

**Margin Maintenance Requirements.** You must maintain a minimum amount of equity in your account to collateralize your outstanding loans and other obligations. Margin maintenance requirements are set:

- By the rules and regulations of the New York Stock Exchange, the American Stock Exchange, and other regulatory agencies to the jurisdiction of which we are subject; **and**
- According to Apex's sole discretion and judgement.

You agree to maintain in your Margin and Short Account collateral of the type and amount required by:

- Applicable exchange rules and federal regulations; **and**
- Our Disclosure of Credit Terms and Policies; **or**
- As required by Apex, at its discretion.

Margin maintenance requirements may change without prior notice.

We or Apex may issue a "margin call" (that is, a notification to deposit additional collateral) if your account equity falls below the margin maintenance requirement. This can happen for various reasons. The most common reasons are a decrease in the value of long securities held as collateral or an increase in the value of securities held short.

As a general guideline and when it is practicable to do so, we or Apex may (but are not required to) issue a margin call when the equity in your Margin and Short Account falls below a predetermined percentage of the market value of assets at risk (that is, the sum of the market values of the long and short equity security positions) in your Margin and Short Account. The amount of additional collateral we require usually is an amount sufficient to raise your equity to minimum standards. For information on the current equity requirements, please contact us at <https://tradingblock.com/contact> or <https://moneyblock.com/contact>.

Apex retains absolute discretion to determine whether, when and in what amounts we will require additional collateral. In some situations, Apex may find it necessary to require a higher level of equity in your account. For example, Apex may require additional collateral if an account contains:

- Only one security or a large concentration of one or more securities; **or**
- Low-priced, thinly traded or volatile securities; **or if**

01/04/2024



# APEX|Clearing<sup>TM</sup> MARGIN DISCLOSURE STATEMENT

- Some of your collateral is or becomes restricted or non-negotiable or non-marginable. We or Apex also may consider market conditions and your financial resources.



## OPTION AGREEMENT

Please provide the following information as applicable. We cannot approve your account without it.

BRANCH-ACCOUNT NUMBER

REGISTERED REP CODE

|  |  |  |  |                       |
|--|--|--|--|-----------------------|
| <b>CUSTOMER INFORMATION</b>  | TITLE OF ACCOUNT   |  | EMPLOYER NAME (If Unemployed, Source of Income)  |                       |
|  | OCCUPATION/POSITION OR TYPE OF BUSINESS  |  | DATE OF BIRTH  | EMPLOYER ADDRESS      |
|  | MARITAL STATUS<br><input type="checkbox"/> M <input type="checkbox"/> S <input type="checkbox"/> D <input type="checkbox"/> W  | SPOUSE'S NAME  |  | SPOUSE'S EMPLOYER     |
|  |  |  | NUMBER OF DEPENDENTS   |                       |
|  | <b>INVESTMENT OBJECTIVE</b>  |  | <b>LIQUID NET WORTH</b><br>(Cash & Liquid Investments only)  |                       |
|  | <input type="checkbox"/> Capital Preservation (05)<br><input type="checkbox"/> Income (04)<br><input type="checkbox"/> Growth (03)<br><input type="checkbox"/> Speculation (06)<br><input type="checkbox"/> Other (08)   |  | <input type="checkbox"/> Under \$50,000 (01)<br><input type="checkbox"/> \$50,001 to \$100,000 (02)<br><input type="checkbox"/> \$100,001 to \$200,000 (22)<br><input type="checkbox"/> \$200,001 to \$500,000 (23)<br><input type="checkbox"/> \$500,001 to \$1,000,000 (24)<br><input type="checkbox"/> \$1,000,001 to \$5,000,000 (25)<br><input type="checkbox"/> Over \$5,000,001 (26)  |                       |
|  |  |  | <input type="checkbox"/> Under \$50,000 (01)<br><input type="checkbox"/> \$50,001 to \$100,000 (02)<br><input type="checkbox"/> \$100,001 to \$200,000 (22)<br><input type="checkbox"/> \$200,001 to \$500,000 (23)<br><input type="checkbox"/> \$500,001 to \$1,000,000 (24)<br><input type="checkbox"/> \$1,000,001 to \$5,000,000 (25)<br><input type="checkbox"/> Over \$5,000,001 (26)  |                       |
| <b>ANNUAL INCOME</b> (From all sources)  |  | <b>SPOUSE'S INCOME</b> (From all sources)  |  |                       |
| <input type="checkbox"/> Under \$25,000 (01)<br><input type="checkbox"/> \$25,001 to \$50,000 (02)<br><input type="checkbox"/> \$50,001 to \$100,000 (03)<br><input type="checkbox"/> \$100,001 to \$200,000 (23)        |  | <input type="checkbox"/> Under \$25,000 (01)<br><input type="checkbox"/> \$25,001 to \$50,000 (02)<br><input type="checkbox"/> \$50,001 to \$100,000 (03)<br><input type="checkbox"/> \$100,001 to \$200,000 (23)        |  |                       |
| <input type="checkbox"/> \$200,001 to \$300,000 (24)<br><input type="checkbox"/> \$300,001 to \$500,000 (25)<br><input type="checkbox"/> \$500,001 to \$1,200,001 (26)<br><input type="checkbox"/> Over \$1,200,001 (27) |  | <input type="checkbox"/> \$200,001 to \$300,000 (24)<br><input type="checkbox"/> \$300,001 to \$500,000 (25)<br><input type="checkbox"/> \$500,001 to \$1,200,001 (26)<br><input type="checkbox"/> Over \$1,200,001 (27) |  |                       |
| <b>PRIOR INVESTMENT EXPERIENCE</b>   | NAME OF FIRM(S)  |  |  | NUMBER OF YEARS       |
|  | STILL OPEN?  |  |  | ESTIMATED VALUE<br>\$ |
|  | <b>TYPE OF ACCOUNT</b><br>(Indicate number of trades per year)   |  | <b>ANTICIPATED TYPES OF TRADES</b>   |                       |
|  | <input type="checkbox"/> Stocks _____<br><input type="checkbox"/> Corporate Bonds _____<br><input type="checkbox"/> Municipal Bonds _____<br><input type="checkbox"/> Government Bonds _____<br><input type="checkbox"/> Funds _____   |  | <input type="checkbox"/> Level 1 Covered Calls, Including:<br>Covered calls sold against stocks held long in your brokerage account. Buy-writes (simultaneously buying a stock and writing a covered call). Covered call roll-up/sell downs.<br><input type="checkbox"/> Level 2 All Level 1 Strategies, Plus:<br>Long Calls. Long Straddles. Long Puts. Long Strangles. Covered Puts (Short Stock & Short Put Position)<br><input type="checkbox"/> Level 3 All Level 1 & 2 Strategies, Plus:<br>Equity Credit Spreads. Equity Calendar/Diagonal Spreads. Equity Debit Spreads. Index Calendar/Diagonal Spreads. Index Debit Spreads. Index Credit Spreads.<br><input type="checkbox"/> Level 4 All Level 1 – 3 Strategies, Plus:<br>Naked Equity Puts.<br><input type="checkbox"/> Level 5 All Level 1 – 4 Strategies, Plus:<br>Naked Equity Calls.<br><input type="checkbox"/> Level 6 All Level 1 – 5 Strategies, Plus:<br>Naked Index Calls. Naked Index Puts |                       |
|  | <input type="checkbox"/> Options _____<br><input type="checkbox"/> Commodities _____<br><input type="checkbox"/> Tax Shelters _____<br><input type="checkbox"/> Margin Account _____   |  |  |                       |
| PLEASE LIST ANY OTHER RELEVANT FINANCIAL INFORMATION   |  |  |  |                       |
| <b>SIGNATURES</b>  | I hereby confirm that I have read the provisions of this option agreement and understand the contents hereof. I hereby expressly confirm all the information contained in the Customer Information section, especially those concerning income, net worth and investment objectives, and will advise you of any changes in such information which could be deemed to affect the suitability of executing options transactions for my account.<br><br><b>BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, PAGE 2 PARAGRAPH 9 OF THE ATTACHED AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM, (2) RECEIPT OF A COPY OF THE AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.</b> |  |  |                       |
|  | APPLICANT'S SIGNATURE  |  |  | DATE                  |
|  | SIGNATURE OF CO-APPLICANT  |  |  | DATE                  |
| <b>FOR OFFICE USE ONLY</b><br>(Must be completed for Apex to accept)   | Please note date of delivery on the items listed below:<br>Characteristics & Risk of Standard Options:<br>Special Statement for Uncovered Option Writers:  |  | Approved for Option Trading as follows:<br><input type="checkbox"/> Option Level 1<br><input type="checkbox"/> Option Level 2<br><input type="checkbox"/> Option Level 3<br><input type="checkbox"/> Option Level 4<br><input type="checkbox"/> Option Level 5<br><input type="checkbox"/> Option Level 6  |                       |
|  |  |  | INTRODUCING BROKER APPROVAL  |                       |
|  |  |  | Registered Representative Signature _____ Date _____<br>Option Principal Signature _____ Date _____<br>Registered Principal Signature _____ Date _____   |                       |



In connection with any transactions in options which have been or may be purchased, sold, exercised or endorsed for the undersigned's account with an introducing broker(s) which clears through Apex Clearing Corporation, the undersigned agrees as follows:

1. **Definitions.** "Introducing broker" means any brokerage firm which introduces security transactions on behalf of the undersigned, which transactions are cleared through Apex, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligation of any kind of the undersigned to Apex, whether now existing or hereafter arising. "Options" means all types of options, including puts, calls, equity, debt, index or otherwise. "Securities and other property" shall include, but shall not be limited to money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "Apex" refers to Apex Clearing Corporation.
2. **Limits.** The undersigned shall not, acting alone or in concert with others, exceed the position/exercise limits set forth by any exchange or market or by any other regulatory authority having jurisdiction.
3. **Authority, Execution of Orders, Security Interest.** The undersigned hereby authorizes Apex in its discretion, should Apex deem it necessary for Apex's protection for any reason, including death of the undersigned, to buy, sell, or sell short for the undersigned's account any risk, puts, calls or other forms of option and/or to buy, sell or sell short any part or all of the underlying shares represented by options endorsed by Apex for the undersigned's account. Any and all expenses incurred by Apex in connection with such transactions shall be reimbursed by the undersigned to Apex. The undersigned understands and acknowledges that when transactions on the undersigned's behalf are to be executed and the options are traded in more than one marketplace Apex may use its discretion in selecting the market in which to enter the undersigned's order unless the undersigned specifically instructs otherwise. All monies, securities, or other property which Apex may hold in any account of the undersigned shall be held subject to a general lien for the discharge of the undersigned's obligations to Apex under this Agreement or otherwise. The decision to enter into options transactions was made entirely by the undersigned without any investment advice from Apex or the introducing broker.
4. **Notice, Exercise, Random Allocation.** The undersigned is aware of Apex's requirements and time limitations for accepting an exercise notice and expiration date. The undersigned understands that the undersigned may not receive actual notice of exercise until the week following exercise. The undersigned bears full responsibility for taking action to exercise or sell valuable options; however, in the absence of the undersigned notifying the introducing broker to exercise a valuable options contract by 3 P.M. Central Standard Time on the last business day prior to the expiration date of the options contract, and the introducing broker instructing Apex to sell valuable options on the undersigned's behalf within such time, the undersigned agrees that Apex may exercise the options contract on the undersigned's behalf. In the event of such exercise, the profit in excess of commission costs created thereby will be credited to the undersigned's account. In the event that the commissions to be charged for such an expiration transaction exceeds the proceeds to be realized, the undersigned agrees and hereby relinquishes the undersigned's ownership in said option to Apex, and Apex may exercise such option for its own account. If the undersigned does not instruct the introducing broker to exercise the valuable option by the time stated above, and Apex for whatever reason, does not exercise such option on the undersigned's behalf, the undersigned hereby waives any and all claims for damage or loss which the undersigned might at the time or any time thereafter have against Apex arising out of the fact that the option was not exercised. The undersigned is aware that Apex utilizes a random method of allocation for all option(s) assignments received from the Option Clearing Corporation. Exercise assignment notices for options contracts are allocated among all customers' short options, including positions established on the day of assignment, those contracts which are subject to exercise. All American short positions are liable for assignment at any time. The undersigned understands that a more detailed description of this procedure is available upon request by the undersigned.
5. **Uncovered Options.** The undersigned agrees that in connection with any uncovered options(s) for the undersigned's account, uncovered options are prohibited in IRA accounts. The undersigned agrees not to sell, during the life of the options in the account, the underlying securities collateralizing such options, including any cash or securities which may accrue on the underlying covered securities until such options are closed, exercised or expired or the undersigned has met the collateral requirements established by Apex and or the introducing broker for carrying uncovered options. The undersigned also agrees that the introducing broker and or Apex, in its respective sole discretion, may refuse any order to sell such underlying securities received from the undersigned or by means of a "give up" basis through another firm unless, prior to such sale, the undersigned has met the collateral requirements established by Apex and/or the introducing broker for carrying uncovered options. Apex has the right, in its sole discretion, to permit the undersigned to apply the proceeds of such sale to such collateral requirements.
6. **Risks.** The undersigned is aware of the high degree of risk involved in options transactions and has given the introducing broker, in strict confidence, information to demonstrate that this account and the trading anticipated in connection therewith is not unsuitable for the undersigned in light of the undersigned's investment objectives, financial situation and needs, experience and knowledge. The undersigned agrees to advise the introducing broker of any changes in the undersigned's investment objectives, financial situation or other circumstances that may be deemed to materially affect the suitability of executing options transactions for the undersigned's account.
7. **Options Account Form, Disclosure Documents.** The undersigned has reviewed the contents of the options account form and represents that they are accurate. Although certain types of transactions are indicated as anticipated, Apex and the introducing broker may execute any other types of transactions for the undersigned's account upon the undersigned's instructions. The undersigned has received an Options Disclosure Document relating to options on the categories of underlying securities which the undersigned has been approved for trading.
8. **Accounts Carried as Clearing Broker.** The undersigned understands that Apex is carrying the accounts of the undersigned as clearing broker by arrangement with the undersigned's introducing broker through whose courtesy the account of the undersigned has been introduced to Apex. Until receipt from the undersigned of written notice to the contrary, Apex may accept and rely upon the introducing broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the undersigned's accounts. The undersigned represents that the undersigned understands that Apex acts only to clear trades introduced by the undersigned's introducing broker and to effect other back office functions for the undersigned's introducing broker. The undersigned confirms to Apex that the undersigned is relying for any advice concerning the undersigned's accounts solely on the undersigned's introducing broker. The undersigned understands that all representatives, employees and other agents with whom the undersigned communicates concerning the undersigned's account are agents of the introducing broker, and not Apex's representatives, employees or other agents. The undersigned understands that Apex will not review the undersigned's accounts and will have no responsibility for trades made in the undersigned's accounts, including but not limited to for appropriateness or suitability. Apex shall not be responsible or liable for any acts or omissions of the introducing broker or its representatives, employees or other agents. The execution of any such trades shall not be deemed to be an approval of such trades.
9. **ARBITRATION AGREEMENT. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**
  - a. **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 FORM IN WHICH A CLAIM IS FILED;**



- 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 MAY 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.**
- g. **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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.

10. **Other Agreements.** The undersigned agrees to be bounded by the terms of Apex's Retirement Custodial Account Agreement, Apex's Customer Account Agreement and/or Apex's Customer Margin and Short Account Agreement. The undersigned understands that copies of this agreement are available from Apex and, to the extent applicable, are incorporated by reference herein. The terms of this other agreement is in addition to the provisions of this Agreement and any other written agreements between Apex and the undersigned.
11. **Data Not Guaranteed.** The undersigned expressly agrees that any data or online reports is provided to the undersigned without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The undersigned acknowledges that the information contained in any reports provided by Apex are obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Apex or any of Apex's affiliates be liable to the undersigned or any third party for the accuracy, timeliness, or completeness of any information made available to the undersigned or for any decision made or taken by the undersigned in reliance upon such information. In no event shall Apex or Apex's affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by Apex or with the delay or inability to use such reports.
12. **Credit Check.** Apex is authorized, in Apex's discretion, should Apex for any reason deem it necessary for Apex's protection to request and obtain a consumer credit report for the undersigned.
13. **Miscellaneous.** The undersigned is aware of and agrees that this Agreement and all transactions in the undersigned's accounts shall be governed by the constitution, rules, regulations, customs, usages and bylaws of the Options Clearing Corporation and the Financial Industry Regulatory Authority, and all exchanges or other facilities upon which options are traded for the account of the undersigned. If any provisions of this Agreement are held to be unenforceable, it shall not affect any other provisions of this Agreement. The headings of each sections of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the law of the state of Texas and shall cover individually and collectively all accounts which the undersigned has previously opened, now has open or may open or reopen with Apex, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless executed in writing by Apex's authorized representative. This Agreement and all provisions shall inure to the benefit of Apex and Apex's successors, whether by merger, consolidation or otherwise, Apex's assigns, the undersigned's introducing broker, and all other persons specified in Paragraph 9. Apex shall not be liable for losses caused directly or indirectly by any events beyond Apex's reasonable control, including without limitation, government restrictions, exchange or market rulings, and suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. Apex may transfer the accounts of the undersigned to Apex's successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.



## SUPPLEMENTAL PROVISIONS

- A. **Pledging.** The undersigned understands that under Section 408(e)(4) of the Internal Revenue Code of 1986, as amended, if the undersigned pledges any portion of the undersigned's IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in the undersigned's gross income for the taxable year in which the undersigned pledges the assets to the extent it represents earnings or be subject to excise taxes.
- B. **Prohibited Transactions.** The undersigned understands that the extension of credit through margin, short selling positions, and uncovered options are not permitted in IRA accounts. If the undersigned or the undersigned's beneficiary engage in a prohibited transaction with the undersigned's IRA, as described in Section 4975 of the Internal Revenue Code of 1986, as amended, the undersigned's IRA may lose its tax-deferred or tax-exempt status, and the undersigned must generally include the value of the earnings in the undersigned account in gross income for the taxable year the undersigned engages in the prohibited transactions.
- C. **ERISA.** The undersigned hereby represents, warrants, and covenants that the undersigned's IRA is not subject to the Employee Retirement Income Security Act of 1974, as amended, and the undersigned will not engage in any transaction in the undersigned's IRA that involves any extension of credit by Apex.
- D. **No Advice.** The undersigned has been provided with an opportunity to consult with the undersigned's tax adviser regarding the advisability of holding options or conducting options strategies in the undersigned's IRA account. The undersigned has not and will not, rely on Apex for legal or tax advice in connection with engaging in options transactions in the undersigned's IRA. The undersigned will not hold Apex responsible for any adverse tax consequences or penalties that the undersigned or the undersigned's IRA may incur in connection with options transactions.
- E. **Obligations.** The undersigned understands that the undersigned is solely responsible for ensuring that sufficient assets are maintained in the undersigned's IRA to cover all potential obligations arising from the holding of options and conducting any options strategies, including any potential assignment and exercise. The undersigned acknowledges responsibility for not conducting options transactions that can result in liabilities or obligations in excess of the undersigned's IRA account balance. Apex shall not be responsible for the dishonor of any transaction due to an insufficient balance in the undersigned IRA. If an assignment creates a short position or debit balance, Apex is authorized to immediately cover deficit in the undersigned's IRA with other assets in the undersigned IRA account.
- F. **Indemnification.** By signing this Agreement, the undersigned hereby agrees to indemnify and hold Apex, Apex's affiliates, and their respective officers, directors, employees and agents, and their respective successors and assigns, harmless from and against any and all losses (including but not limited to consequential damages), liabilities, tax consequences (including excise taxes, penalties and interest), demands, claims and expenses, attorneys' fees, damages (including consequential, incidental, special or exemplary) arising out of any actions or omissions by Apex, or Apex's agents in connection herewith, which are not caused by Apex's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement and shall be binding upon, and inure to the benefit of, each party's respective successors, assigns, heirs, and personal representatives.
- G. **Option Levels.**
- Level 1 Covered calls, including:  
Covered calls sold against stocks held long in your brokerage account  
Buy-writes (simultaneously buying a stock and writing a covered call)  
Covered call roll-ups/roll-downs
  - Level 2 All Level 1 strategies, plus:  
Married puts  
Long calls  
Long puts  
Long straddles  
Long strangles  
Covered puts (short stock and short put position)
  - Level 3 All Levels 1 and 2 strategies, plus:  
Equity debit spreads  
Equity credit spreads  
Equity calendar/diagonal spreads  
Index debit spreads  
Index credit spreads  
Index calendar/diagonal spreads
  - Level 4 All Level 1, 2, and 3 strategies, plus:  
Naked equity puts
  - Level 5 All Level 1, 2, 3, and 4 strategies, plus:  
Naked equity calls
  - Level 6 All Level 1, 2, 3, 4 and 5 strategies, plus:  
Naked index calls  
Naked index puts



**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

- **For use by individuals. Entities must use Form W-8BEN-E.**
- **Go to [www.irs.gov/FormW8BEN](http://www.irs.gov/FormW8BEN) for instructions and the latest information.**
- **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Do NOT use this form if:**

- You are NOT an individual . . . . . **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) . . . . . **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . **8233 or W-4**
- You are a person acting as an intermediary . . . . . **W-8IMY**

**Instead, use Form:**

**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner** (see instructions)

|   |   |
|---|---|
| <b>1</b> Name of individual who is the beneficial owner   | <b>2</b> Country of citizenship   |
| <b>3</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b> |   |
| City or town, state or province. Include postal code where appropriate.   | Country   |
| <b>4</b> Mailing address (if different from above)  |   |
| City or town, state or province. Include postal code where appropriate.   | Country   |
| <b>5</b> U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)  |   |
| <b>6a</b> Foreign tax identifying number (see instructions)   | <b>6b</b> Check if FTIN not legally required . . . . . <input type="checkbox"/> |
| <b>7</b> Reference number(s) (see instructions)   | <b>8</b> Date of birth (MM-DD-YYYY) (see instructions)                          |

**Part II Claim of Tax Treaty Benefits** (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_.

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here**
☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer