



30-50 Whitestone Expressway
 Ste. A301, Flushing, NY 11354
 Client Services: (800) 869-8800
 From Overseas: (718) 961-6600

NEW ACCOUNT ENTITY APPLICATION & AGREEMENT

I (We) would like to open a brokerage account with Apex Clearing Corporation.

ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED. PLEASE TYPE OR PRINT)

BRANCH-ACCOUNT NUMBER
REGISTERED REP CODE

ACCOUNT TYPE	CASH <i>(Customer Account Agreement following this application)</i>		
	MARGIN <i>(Request Margin & Truth in Lending Agreements)</i>	OPTIONS <i>(Request Option Agreement)</i>	
CUSTOMER TYPE	PARTNERSHIP <i>(Request Partnership Agreement)</i>		INVESTMENT CLUB <i>(Request Investment Club Agreement)</i>
	C-CORPORATION <i>(Request Corporate Resolution)</i>		S-CORPORATION <i>(Request Corporate Resolution)</i>
	STATUTORY/BUSINESS TRUST		FOREIGN FINANCIAL INSTITUTION
	FOREIGN BANK <i>(Request Foreign Certificate Regarding Foreign Banks)</i>		
	LIMITED LIABILITY COMPANY <i>(Request LLC Agreement. Enter the tax classification: _____) (C = C-Corporation, S = S-Corporation, P = Partnership)</i>		
ACCOUNT INFORMATION	ENTITY NAME		SOCIAL SECURITY NO./TAX ID NO.
	BUSINESS ADDRESS		CITY STATE ZIP CODE
	AUTHORIZED SIGNER		EMAIL ADDRESS
	DATE OF BIRTH	SOCIAL SECURITY NO.	U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO
	BUSINESS TELEPHONE NO.		IF NO, WHAT COUNTRY?
	FAX NO.		MAIL TO <i>(Check One)</i> <input type="checkbox"/> Mailing <input type="checkbox"/> Business <input type="checkbox"/> P.O. Box
	MAILING ADDRESS <i>(If Different than Business Address)</i>		U.S. ENTITY <input type="checkbox"/> YES <input type="checkbox"/> NO
	ATTENTION:		CITY STATE ZIP CODE
	HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Request Trading Authorization Form and provide name of agent: _____		
	IS THE ACCOUNT HOLDER A CONTROL PERSON OF A PUBLICALLY TRADED COMPANY? <i>(Director, Officer, or 10% Stock Holder)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Please list the name of the company(s) and the stock ticker symbol. _____ I (We) promise to notify you of any change.		
	ARE YOU, OR ANYONE AUTHORIZED TO TRADE IN YOUR ACCOUNT, AFFILIATED WITH OR WORK WITH OR WORK FOR A MEMBER FIRM OF A STOCK EXCHANGE OR FINRA? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Name of Firm: _____		
	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): IS THIS ACCOUNT A PAB ACCOUNT, MEANING A PROPRIETARY SECURITIES ACCOUNT OF A BROKER OR DEALER AS DEFINED BY SEC 15c3-3(a)(16)? <input type="checkbox"/> YES <input type="checkbox"/> NO (Selection Required) If 'yes,' please complete a 'New Account Form for Proprietary Account Broker (PAB)' form, along with a 'New Account Application Entity' form. NOTE: The New Account Form is not sufficient to have a proprietary account of a Broker Dealer opened.		
	IS THE ACCOUNT MAINTAINED FOR A CURRENT OR FORMER POLITICALLY EXPOSED PERSON OR PUBLIC OFFICIAL? <i>(Includes U.S. & Foreign Individuals)</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, PLEASE PROVIDE THE NAMES OF THAT OFFICAL AND OFFICIAL'S IMMEDIATE FAMILY MEMBERS. <i>(Including Former Spouses)</i>		OFFICIAL & IMMEDIATE FAMILY MEMBER(S)	
IF YES, PLEASE PROVIDE THE NAME OF THE RELATED POLITICAL ORGANIZATION.		POLITICAL ORGANIZATION	
IS THE ACCOUNT MAINTAINED FOR A FOREIGN FINANCIAL INSTITUTION AS DEFINED BY TITLE 31 OF THE CODE OF FEDERAL REGULATIONS? <i>(If Yes, Please complete the 'Foreign Financial Institution Due Diligence Questionnaire' Form)</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
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? <i>(If Yes, Please ensure the "Certification Regarding Correspondent Accounts" is complete in addition to the "Foreign Financial Institution Due Diligence Questionnaire" Form)</i> 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.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF YES, PLEASE LIST U.S. AGENT FOR SERVICE OF PROCESS.		U.S. AGENT	

SUITABILITY INFORMATION	TIME HORIZON <i>(The number of years planned to achieve a particular financial goal)</i>		LIQUIDITY NEEDS <i>(The ability to quickly and easily convert all or a portion of the account assets into cash without experiencing significant loss)</i>	
	<input type="checkbox"/> Short <i>(Less than 3 Years) (01)</i>	<input type="checkbox"/> Long <i>(8 Years+) (03)</i>	<input type="checkbox"/> Very Important <i>(01)</i>	<input type="checkbox"/> Not Important <i>(03)</i>
	<input type="checkbox"/> Average <i>(4-7 Years) (02)</i>		<input type="checkbox"/> Somewhat Important <i>(02)</i>	
INVESTMENT PROFILE	INVESTMENT OBJECTIVE	INVESTMENT EXPERIENCE	ANNUAL INCOME <i>(From all sources)</i>	
	<input type="checkbox"/> Capital Preservation <i>(05)</i>	<input type="checkbox"/> None <i>(00)</i>	<input type="checkbox"/> Under \$25,000 <i>(01)</i>	<input type="checkbox"/> \$200,001 to \$300,000 <i>(24)</i>
	<input type="checkbox"/> Income <i>(04)</i>	<input type="checkbox"/> Limited <i>(01)</i>	<input type="checkbox"/> \$25,001 to \$50,000 <i>(02)</i>	<input type="checkbox"/> \$300,001 to \$500,000 <i>(25)</i>
	<input type="checkbox"/> Growth <i>(03)</i>	<input type="checkbox"/> Good <i>(02)</i>	<input type="checkbox"/> \$50,001 to \$100,000 <i>(03)</i>	<input type="checkbox"/> \$500,001 to \$1,200,001 <i>(26)</i>
	<input type="checkbox"/> Speculation <i>(06)</i>	<input type="checkbox"/> Extensive <i>(03)</i>	<input type="checkbox"/> \$100,001 to \$200,000 <i>(23)</i>	<input type="checkbox"/> Over \$1,200,001 <i>(27)</i>
	<input type="checkbox"/> Other <i>(08)</i>			
	LIQUID NET WORTH <i>(Cash & Liquid Investments only)</i>	TOTAL NET WORTH <i>(Excluding Residence)</i>	RISK TOLERANCE	
	<input type="checkbox"/> Under \$50,000 <i>(01)</i>	<input type="checkbox"/> Under \$50,000 <i>(01)</i>	<input type="checkbox"/> Low <i>(01)</i>	
	<input type="checkbox"/> \$50,001 to \$100,000 <i>(02)</i>	<input type="checkbox"/> \$50,001 to \$100,000 <i>(02)</i>	<input type="checkbox"/> Medium <i>(02)</i>	
	<input type="checkbox"/> \$100,001 to \$200,000 <i>(22)</i>	<input type="checkbox"/> \$100,001 to \$200,000 <i>(22)</i>	<input type="checkbox"/> High <i>(03)</i>	
	<input type="checkbox"/> \$200,001 to \$500,000 <i>(23)</i>	<input type="checkbox"/> \$200,001 to \$500,000 <i>(23)</i>		
	<input type="checkbox"/> \$500,001 to \$1,000,000 <i>(24)</i>	<input type="checkbox"/> \$500,001 to \$1,000,000 <i>(24)</i>		
	<input type="checkbox"/> \$1,000,001 to \$5,000,000 <i>(25)</i>	<input type="checkbox"/> \$1,000,001 to \$5,000,000 <i>(25)</i>		
	<input type="checkbox"/> Over \$5,000,001 <i>(26)</i>	<input type="checkbox"/> Over \$5,000,001 <i>(26)</i>		
			Tax Bracket: _____ %	
DIRECT COMMUNICATION RULE 14b-1(c)	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. If you object to this disclosure, check the box below. <input type="checkbox"/> Yes, I do object to the disclosure of such information.			
W-9 CERTIFICATION	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 (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, 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.			EXCEPTIONS <i>(See Instructions)</i>
	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).			EXEMPT PAYEE CODE <i>(If Any):</i>
	The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.			EXEMPTION FROM FATCA REPORTING CODE <i>(If Any):</i>
EXEMPT LEGAL CUSTOMER	IS THE ACCOUNT MAINTAINED FOR LEGAL ENTITY CUSTOMERS WHO ARE EXEMPT FROM IDENTIFYING AND VERIFYING BENEFICIAL OWNERS AS DEFINED UNDER 31 CFR 1010.230 (E) (2-3)? <i>(See list below of Apex Acceptable Exemptions)</i>			<input type="checkbox"/> YES <input type="checkbox"/> NO
	IF YES, SELECT THE EXEMPTION BELOW; IF NO, PLEASE REFER TO THE ATTACHED EXHIBIT ENTITLED "ENTITY CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS."			
	A DEPARTMENT OR AGENCY OF THE UNITED STATES, OF ANY STATE, OR OF ANY POLITICAL SUBDIVISION OF ANY STATE;			
	ANY ENTITY (OTHER THAN A BANK) WHOSE COMMON STOCK OR ANALOGOUS EQUITY INTERESTS ARE LISTED ON THE NEW YORK, AMERICAN OR NASDAQ STOCK EXCHANGE (EACH, A LISTED ENTITY);			
	AN ISSUER OF A CLASS OF SECURITY REGISTERED UNDER SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934 OR THAT IS REQUIRED TO FILE REPORTS UNDER SECTION 15(D) OF THAT ACT;			
	AN INVESTMENT COMPANY, AS DEFINED IN SECTION 3 OF THE INVESTMENT COMPANY ACT OF 1940, THAT IS REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (SEC) UNDER THAT ACT;			
	AN INVESTMENT ADVISOR, AS DEFINED IN SECTION 202(A) (11) OF THE INVESTMENT ADVISORS ACT OF 1940, THAT IS REGISTERED WITH THE SEC UNDER THAT ACT;			
	AN EXCHANGE OR CLEARING AGENCY, AS DEFINED IN SECTION 3 OF THE SECURITIES EXCHANGE ACT OF 1934, THAT IS REGISTERED UNDER SECTION 6 OR 17A OF THAT ACT;			
	ANY OTHER ENTITY REGISTERED WITH THE SEC UNDER THE SECURITIES EXCHANGE ACT OF 1934;			
	A REGISTERED ENTITY, COMMODITY POOL OPERATOR, COMMODITY TRADING ADVISOR, RETAIL FOREIGN EXCHANGE DEALER, SWAP DEALER OR MAJOR SWAP PARTICIPANT, EACH AS DEFINED IN SECTION 1A OF THE COMMODITY EXCHANGE ACT, THAT IS REGISTERED WITH THE COMMODITY FUTURES TRADING COMMISSION;			
A PUBLIC ACCOUNTING FIRM REGISTERED UNDER SECTION 102 OF THE SARBANES-OXLEY ACT;				
AN INSURANCE COMPANY THAT IS REGULATED BY A STATE.				



SIGNATURES	<p>I authorize Apex Clearing Corporation ("Apex") 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, Apex 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, as a result of the consumer report verification, I authorize Apex to provide to my introducing broker the reason(s) for such denial.</p> <p>BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, PAGE 2, 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 AND CORRECT.</p>		
	SIGNATURE 		DATE
	SIGNATURE 		DATE
FOR OFFICE USE ONLY	FIRST TRADE	[IB] REGISTERED PRINCIPAL SIGNATURE	
	[IB] REGISTERED REPRESENTATIVE SIGNATURE		DATE OPENED CUSTOMER I.D. VERIFIED <i>(Must be completed)</i> <input type="checkbox"/> Yes

EXHIBIT - ENTITY CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

I. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities. For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of non- U.S persons) for the following individuals (i.e., the beneficial owners):

(i) Each individual, if any, who owns, directly or indirectly, 10 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 10 percent or more of the shares of a corporation); and

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to ten individuals (i.e., one individual under section (ii) and ten 10 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S) & ENTITY OFFICER(S)

CERTIFICATION OF BENEFICIAL OWNER(S)	Persons opening an account on behalf of a legal entity must provide the following information:				
	NAME AND TITLE OF NATURAL PERSON OPENING ACCOUNT:				
	NAME, TYPE AND ADDRESS OF LEGAL ENTITY FOR WHICH THE ACCOUNT IS BEING OPENED:				
	The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 10 percent or more of the equity interests of the legal entity listed above.				
	NAME	DATE OF BIRTH	ADDRESS (<i>Residential or Business Address</i>)	FOR U.S. PERSONS: SOCIAL SECURITY NUMBER	FOR NON-U.S. PERSONS SOCIAL SECURITY NUMBER: PASSPORT NUMBER AND COUNTRY OF ISSUANCE, OR OTHER SIMILAR IDENTIFICATION NUMBER ¹
CERTIFICATION OF ENTITY OFFICER(S)	The following information for each individual with significant responsibility for managing the legal entity listed above including all entity officers, such as: <ul style="list-style-type: none"> An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. [If appropriate, an individual listed under section (c) above may also be listed in this section (d)]				
	NAME	DATE OF BIRTH	ADDRESS (<i>Residential or Business Address</i>)	FOR U.S. PERSONS: SOCIAL SECURITY NUMBER	FOR NON-U.S. PERSONS SOCIAL SECURITY NUMBER: PASSPORT NUMBER AND COUNTRY OF ISSUANCE, OR OTHER SIMILAR IDENTIFICATION NUMBER ²

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

² In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

CERTIFICATION OF ENTITY OFFICER(S)	NAME	DATE OF BIRTH	ADDRESS <i>(Residential or Business Address)</i>	FOR U.S. PERSONS: SOCIAL SECURITY NUMBER	FOR NON-U.S. PERSONS SOCIAL SECURITY NUMBER: PASSPORT NUMBER AND COUNTRY OF ISSUANCE, OR OTHER SIMILAR IDENTIFICATION NUMBER ³
NATURE OF ACCOUNT	Please indicate the Industrial Classification your business is classified under below: <input type="checkbox"/> (1) Agriculture, Forestry, and Fishing <input type="checkbox"/> (2) Mining <input type="checkbox"/> (3) Construction <input type="checkbox"/> (4) Manufacturing <input type="checkbox"/> (5) Transportation, Communications, Electric, Gas, and Sanitary Services <input type="checkbox"/> (6) Wholesale Trade <input type="checkbox"/> (7) Retail Trade <input type="checkbox"/> (8) Finance, Insurance, and Real Estate <input type="checkbox"/> (9) Services <input type="checkbox"/> (10) Public Administration				
SIGNATURES	I, _____ (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.				
	SIGNATURE ⇒				DATE
	LEGAL ENTITY IDENTIFIER <i>(Optional)</i>				
FOR OFFICE USE ONLY	I, _____, am not aware of facts that could reasonably call into question the reliability of the above information provided by the applicant.				
	SIGNATURE ⇒				DATE

³ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

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.
 - a. **Investment Objective Definitions.** "Capital Preservation" - a conservative investment strategy characterized by a desire to avoid risk of loss; "Income" - strategy focused on current income rather than capital appreciation; "Growth" - investing in stocks with strong earnings and/or revenue growth or potential; "Speculation" - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
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 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 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 <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. **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) 371-8300 or visit 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 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.
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.