

Third Party Trade LLC

Member FINRA | SIPC

CUSTOMER ACCOUNT AGREEMENT

1. Introduction

This Agreement controls all Accounts that Third Party Trade LLC opens with me, as well as all brokerage or other activity in my Accounts, my use of TPT's API, TPT Content, Third-Party Content, and my relationship and interaction with TPT; is binding upon my assigns, successors, heirs, executors, and any beneficiaries.

The words "me", "my", "mine", "myself", "we", "account holder", "Customer", "I" mean any person or legal entity that has submitted an Account Application to, or opened an Account with, TPT.

The words "TPT", "You", "Your", "Third Party Trade LLC", mean Third Party Trade LLC, a wholly owned subsidiary of Third Party Technologies Inc.

2. Definitions

"Agreement" means the terms and conditions contained herein as well as any additional disclosures, agreements, amendments, modifications, terms, conditions, or restrictions that TPT may apply to my Account.

"Account Application" means the information, activity and processes TPT requires to be completed by me prior to the opening of my Account.

"Account" means each brokerage account or other account I opened with TPT, and each brokerage or other account opened with TPT that I otherwise possess, control, or hold an interest in.

"Account Documentation" means all notices, disclosures, current and future account statements, trade or funding confirmations, and any other information, documents, data, agreements, amendments or modifications of this Agreement, or any other records regarding my Account and the Services produced by TPT and any third parties related to the provision of the Services.

"API" means the TPT software that I interact with through a third party software interface or directly, in order to place trades in or otherwise utilize my Account.

"Relevant Law" means all applicable federal and state law, the rules and regulations, regulatory interpretation established thereunder, as well as the rules and practices of any Self Regulatory Organization, exchange, market and the clearinghouse related thereto.

"Clearing Firm" means a registered broker-dealer utilized by TPT to either maintain custody of my securities and other assets (like any cash in my account) or perform any activity necessary to complete the execution and clearance of trades in my Account, or both.

"Fees" means any commissions, taxes, and charges, as well as any interest applicable to my Account.

"Registered Investment Advisor" or "RIA" means an Investment Advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

“**Services**” means the use of the TPT API, my Account under Relevant Law and any Third Party Content, but expressly excluding all Third Party Interfaces or other interfaces, content, or functionality not provided by TPT.

“**SIPC**” means the Security Investors Protection Corporation.

“**Third Party Content**” means all data, information, applications, tools, or other services made available to me by TPT that were provided to TPT by a third party.

“**Third Party Interface**” means the third party software interface through which I access the Services, including any mobile or desktop application not created, maintained, or otherwise provided by TPT.

3. **My Account and Relationship with TPT**

- a. **Self-Directed Account.** I acknowledge and agree that my Account is a self-directed Account made available under the Services and that I, or my agent, is solely responsible for all orders to buy or sell securities in my Account, as well as solely responsible for any investment, investment practice, strategy, decision to possess or hold any security, option, or security-derivative product, and any Account instructions pertaining to the disposition of my securities and funds, even where such instructions may be subject to default Account instructions applied by TPT. I likewise acknowledge and agree that only myself, or my agent, will determine and will have the sole and exclusive responsibility to determine the suitability of any investment, strategy, and evaluate the risks associated with my investments. I acknowledge that investing in the market could give rise to the total loss of principal invested and accept that risk without qualification prior to investing. I further acknowledge and agree that all Third Party Content provided through the Services is solely provided and intended for non-personalized informational and educational purposes, and that I will not rely upon any Third Party Content when making any investment decisions. In the event that my Account is opened through a Registered Investment Advisor, the provisions of this paragraph shall apply to me and my Account to the broadest extent possible consistent with Relevant Law and the services rendered by the RIA.
- b. **Fees and Commissions.** I agree to pay the Fees applicable to my Account. Current pricing information, as well as all other fees, commissions, and costs are available to me through the Third Party Interface relevant to my Account and online at www.thirdparty.com. TPT reserves the right to change the Fees applicable to my Account upon TPT’s sole discretion without prior notice to me by posting, or requiring the Third Party interface to post on TPT’s behalf, to post such changes. I agree to be solely responsible for the payment of any Fees charged to me by TPT or by any bank or intermediary involved in the effectuation of the Services under this Agreement.

TPT reserves the right to apply different Fees to different Accounts, depending on the circumstances and TPT’s interest in setting its own Fee structure. Depending on the circumstances, TPT may elect to pay a portion or all of the Fees or revenue derived from the Services to third parties that provide services to TPT.

In the case of an IRA or retirement plan account, I agree that the Account may be charged fees authorized to the provider of any IRA or other retirement plan apart from Fees paid to TPT.

- c. **Account Documentation and Information**

- i. **Electronic Delivery of Account Documentation.** I hereby agree and consent to receiving all Account Documentation electronically through TPT, or one or more Third Party Interfaces and software applications not affiliated with TPT, and that I have, and will

continue to ensure that I have, the ability to download, print, save, or otherwise permanently retain the Account Documentation I receive, or have access to, via the internet.

I agree that all Account Documentation provided to me electronically under this Section 3 shall be deemed delivered to me personally when communicated directly by TPT, or indirectly by TPT to the Third Party Interface through which I access the Services, whether I receive it or not. I agree to immediately notify TPT by email at support@thirdpartytrade.com if I am at any point unable to access the Account Documentation. Communication of Account Documentation, or any other information relating to my Account, may be made by e-mail, posted or provided via the TPT website, or relevant Third Party Interface website, or any other interface reasonably designed to provide me with access to the Account Documentation.

I agree that I may request Account Documentation be provided to me in paper form to the extent required by Relevant Law, and hereby consent to the delivery of such paper documentation as having the same legal effect as the provision of electronic documentation, to TPT charging me an additional fee in connection with the provision of Account Documentation in paper format should I request it, and to the continued receipt of electronic Account Documentation until my request for paper documentation is processed by TPT.

- ii. **Review of Account Documentation.** I agree that any e-mail notifications regarding the Account Documentation shall be sent to the e-mail address of record for my account. I agree that it is my obligation and responsibility to diligently check any sources of Account Documentation, including all trade confirmations and Account statements, on a regular basis to ensure that I am promptly aware of any important information regarding my Account.

I agree to promptly and thoroughly review all Account Documentation provided to me under this Section 3(c)(ii) at the time that they become available to me, and to notify TPT in writing within five calendar days of availability of the Account Documentation with any basis for disagreement with the information provided in the Account Documentation. I agree that TPT shall have the right to treat all Account Documentation as accurate, conclusive, and final if no notice of disagreement or objection is made within the above five day time period. I understand that while the branding of a Third Party Interface may appear in addition to TPT's on any Account Documentation I receive, that my Account Documentation is created and kept on file with the relevant registered Clearing Firm carrying my account who will also be disclosed on all appropriate Account Documentation.

- iii. **Conveyance of Confidential Information Online.** I acknowledge that the internet is not a secure network and that I will not send any confidential information including, and of similar sensitivity to, account numbers, passwords, usernames, tax identification, or social security numbers, or dates of birth via email. I further acknowledge that the networks of TPT, Third Party Interfaces, and various information providers TPT utilizes to provide the Services, may be accessed by third parties who are not authorized to access those networks. I agree to hold TPT and any of its affiliates, as well as any third parties in contract with TPT, harmless for any unauthorized access to the networks supporting the Services, regardless of the circumstances giving rise to the access or the subsequent use or distribution of any information obtained by such access.

- iv. **Access to Historical Records.** TPT will provide access to Account Documentation directly, and indirectly through Third Party Interfaces for a period of up to (6) years, and trade confirmations for a period of three (3) years, but in any event only so long as required by Relevant Law.
- v. **Tax Documentation and Certification of Taxpayer Information.** By accepting this Agreement I acknowledge and agree that TPT will use some or all of the personal information I provide in my application for purposes of determining my tax status and complying with Relevant Law, including United States tax law and determinations of tax withholding and reporting obligations thereunder, and that TPT may provide and certify this information as accurate to third parties who require it to comply with the United States Internal Revenue Code of 1986 (as amended), any rules thereunder, and Relevant Law.
- vi. **Certification of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting for Individuals Under IRS Form W-8BEN.** By accepting this Agreement I agree that this Section 3(c)(vi) is accepted and agreed to by me as a form substantially identical to IRS Form W-8BEN provided online at (<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>), and that I have read and understand IRS Form W-8BEN as well as the instructions related thereto, provided online at (<https://www.irs.gov/pub/irs-pdf/iw8ben.pdf>). This Section 3(c)(vi) shall only apply to me so long as I am a natural individual person who is not: (1) a U.S. persons, citizens, or resident alien individuals; (2) a beneficial owner claiming income that is effectively connected with the conduct or trade or business within the U.S. (other than personal services); (3) a beneficial owner who is receiving compensation for personal services performed in the United States; (4) acting as an intermediary. I acknowledge that if I am a resident in a FACTA partner jurisdiction (i.e. a Model 1 | GA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence. I understand and acknowledge that I am not claiming any tax treaty benefits under Part II of IRS Form W-8BEN. I hereby represent, declare, and certify that, to the fullest extent of my knowledge, my Account Application information is truthful and sufficient to make the following certification related Chapter 4 of the United States Internal Revenue Code of 1986 (as amended) ("chapter 4") and under Part III of IRS Form W-8BEN:

Under Penalty of perjury, I declare that I have examined the information in my Account Application, and on this form certification, and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (i) 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 to which this Account Application and form certification relates or am using this Account Application and form certification to document myself for chapter 4 purposes; (ii) The person named in my Account Application is not a U.S. person; (iii) The income to which this form certification relates is:

(a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an applicable income tax treaty, or (c) the partner's share of a partnership's effectively connected income; (iv) the person named in my Account Application 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; (v) 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.

- d. **Instructions.** TPT may accept and act on any order or instruction from me that reaches the Services. TPT may refuse any order, or delay execution of an order, if TPT determines in its sole discretion that more clarification of the order is required. I agree not to hold TPT responsible for losses arising from that rejection or delay. TPT shall not be deemed to have received any order or instruction sent by my agent or myself unless TPT has actual knowledge of such order or transmission. TPT shall not determine the validity or authority of my agent's status or capacity, the fitness of, or authority or actions by any such person.
- e. **Transfer of Funds.**
- i. **Security Procedures.** By initiating any asset transfer to my Account, I agree that TPT may use any security procedures it deems necessary in connection with accepting or otherwise disposing of funds, whether such assets are carried and custodied at TPT as may be applicable in the future, or by one or more third-party providers TPT utilizes to carry and custody Account assets. The security procedures referenced in this [Section 3\(e\)](#) may include a single, some, or all of the security procedures listed below. The use of these security procedures shall be at TPT's sole discretion and may depend upon the value or amount of assets sent to, received from, or otherwise disposed of within, an Account. The frequency of any such transactions, the type of transaction effected, the jurisdiction from which the transfer is emanating or terminating, my background, my personal information, and my personal or financial history, and any intermediaries involved in the transfer of assets. The above referenced security procedures may include: (i) account owner verification; (ii) verification of any funding intermediary; (iii) digital or physical signature comparison of the account holder or intermediary; (iv) confirmation of receiving bank or account transfer designations; (v) notice provided via email, phone, or digital messaging service to me or my authorized agent; (vi) Account surveillance and analysis, or; (vii) confirmation of bank account information. I hereby agree that TPT may limit the movement, or portability of the assets in my Account, agree that the above security procedures are commercially reasonable under the circumstances, and agree to provide additional information upon request that TPT, in its sole discretion, deems necessary to conclude any security inquiry in my Account. I agree to be bound by any instructions that TPT or any third-party money transfer service in contract with TPT may request, in order for TPT to effect compliance with these procedures, unless I have given TPT prior reasonable notice of unauthorized activity in my Account and TPT has a reasonable opportunity to act on that notice.
- ii. **Asset Transfer Instructions.** I acknowledge and agree that the accuracy of any asset transfer instructions I provide, or cause to be provided to, TPT is my sole responsibility and that the provision of inaccurate instructions by me may result in the loss of the amount of the fund transfer. I agree to indemnify and hold TPT and any of its affiliates harmless from any losses arising from, or relating to, erroneous or incomplete asset transfer instructions, or in the event that any asset transfer intermediary or bank elects not to process an instruction to transfer assets. I agree that my asset transfers are subject to certain Fees that may be charged by TPT or passed on from the registered custodian of my Account. All applicable Fees are provided in TPT's Fee schedule, and may be found at www.thirdparty.com.
- f. **Notice of Caution and Disapproval of Certain Trading and Investment Strategies.** TPT expressly cautions me against the use of "day trading strategy" in my account. TPT also cautions me against

effecting transactions in low priced or “penny stocks” as these securities are subject to substantial risks and may not be readily available for purchase or sale during substantial fluctuations in their market price. Because of their low price these stocks are also subject to very high volatility and may lose substantial value before I am able to sell my position. Low priced or “penny stocks” may also be subject to greater risk of trading limitations, restriction or termination, by TPT.

- g. Agreements with Providers other than TPT.** By virtue of opening my Account, I also agree to review, accept, and agree to, the individual terms of service and customer account agreement for the Clearing Firm TPT relies upon in providing the Services under this Agreement. I understand that by agreeing to the terms of this Agreement I am agreeing to accept all Clearing Firm agreements and terms, regardless of whether I have reviewed or been provided with those agreements or terms. The Relevant Clearing Firm agreement is provided below, and may also be made available by TPT on its website. TPT will transmit my Account instructions to the Clearing Firm, whether by default or upon my written request, which causes the execution of my instructions. The Clearing Firm carries my Account on a fully disclosed basis, and all assets in my Account, including all securities, cash, or other assets will be held with the Clearing Firm of TPT’s choice unless I direct TPT otherwise in writing at support@thirdpartytrade.com. The Clearing Firm agreement located below the end of this Agreement is expressly excluded and not integrated with this Agreement, except to the extent that by entering this Agreement, I am agreeing to be bound by any Clearing Firm agreement, policies, or terms that are necessary for me to open or maintain my Account with TPT.
- h. Coverage by SIPC.** TPT is a member of SIPC that provides protection for the securities of customers of its members for a maximum value of \$500,000 (this includes \$250,000 of coverage for claims relating to loss of cash). Further information is available at www.sipc.com. SIPC may also be contacted at the following address: Securities Investor Protection Corporation, 805 15th St. N.W., Ste. 800, Washington, D.C. 20005-2215; Tel: 202.371.8300, Fax: 202.371.6728; E-mail: asksipc@sipc.org.
- i. Beneficiary Designation and Persistence of Instructions.** I understand that once I designate a beneficiary to my Account, the beneficiary will remain constant until I change the beneficiary.
- j. Compliance with Relevant Law.** I agree to comply with all Relevant Law that apply to my ownership and use of my Account.

4. Personal Information.

- a. Legal Age and Capacity.** I hereby represent that I am of legal age to enter into this Agreement in the jurisdiction in which I reside.
- b. Honest and Accurate Information.** All of the information that I provide under this Agreement and in connection with the Services will be true and accurate, and will promptly update my information with TPT no later than ten (10) business days after a given change. TPT may fully rely on the information I provide to TPT.
- c. Multiple Account Owners.** In the event that there is more than one owner of an Account, then the terms, rights, and obligations of this Agreement shall apply jointly and severally to the owner(s), as applicable. Accounts that are held by husband and wife in states that apply the community property rule, shall be held as community property in the name of the husband and wife, unless and until the Account information is updated to reflect otherwise. All other Accounts that are owned by more than one person shall be held in joint tenancy with rights of survivorship, unless TPT is otherwise notified by an Account holder and provided with any documentation requested by TPT. I agree to hold TPT harmless and free of liability for any loss accruing as the result of TPT taking instructions from one owner of an Account or requiring instructions from each owner on an Account. An Account may be

established as tenants by the entirety if I am married. I will notify TPT immediately if I become legally divorced, or upon any other legal determination that would affect my Account.

- d. **Terms and Responsibilities of a Self-Directed Account.** Except where it is required by Relevant Law, I agree that TPT has no obligation to and will not provide me notice of any activity or events relating to my Account involving any securities or cash in my Account. I further agree that I alone am responsible for knowing the rights, terms, obligations, and function of the securities in my Account, as well as for monitoring all activity in my Account relating to the securities or cash held in my Account, including any securities whether or not held in my Account, that I plan to place an order in or otherwise utilize.

5. **Privacy and Security of My Account Information.**

- a. **Confidentiality and Privacy.** TPT shall take commercially reasonable steps to ensure the confidentiality and privacy of my information sent to TPT under the Services. I understand and agree that TPT has no control over the confidentiality or privacy of any information provided to a Third Party Interface.
- b. **Storage and Review of Communications.** I grant TPT the right to record, store, and review any telephonic or electronic communications between myself and TPT.
- c. **Credit Reporting, Requests, and Determination of Creditworthiness.** As it may become necessary in the future for TPT to determine my creditworthiness in connection with an Account, I authorize TPT to request credit reports pertaining to me in order to validate or assess my creditworthiness, and to provide my information to credit agencies. I may make a written request to TPT asking whether any credit report was requested pertaining to me and for the name and contact information (including any address) of the credit-reporting agency that provided a report pertaining to me. In the event that I agree to accept credit from TPT in the future, I agree that TPT may provide to a credit reporting agency any information that reasonably reflects my creditworthiness, even where such information may be negative or adverse to the status of my prior credit history.
- d. **Account Information Disclosure and Provision to Third Parties.** As applicable and consistent under the Privacy Policy, TPT and its agents are specifically and expressly authorized to provide or disclose information about my Accounts to me and third parties, and I understand and agree that my confidential information may be provided to TPT via a Third Party Interface. I agree that TPT shall not be liable for any loss or damages resulting from the disclosure of my confidential information by third parties.

6. **Communications Between Me and TPT.**

- i. **Contact Information and Addresses.** TPT may send written or digital communications to the email, physical mailing address, or telephone number that I use to set up my Account. TPT may also provide information to me verbally or through any other means necessary to comply with Relevant Law. Communications from TPT to me shall be deemed delivered to me regardless of whether I actually receive them or know that a communication has been made.
- j. **Electronic Signatures.** I agree that my use of an electronic signature or electronic evidence of acceptance of any agreement with TPT, including but limited to this Agreement, shall be legally binding and is made with the same force and effect as if I had physically or manually signed my name to a legally binding agreement. I agree that the provision of electronic documentation and the use of electronic agreements between myself and TPT completely satisfy any requirement that they be provided to me in physical format. By accepting or

signing this Agreement electronically, I agree that I have the ability, and that it is my obligation, to acquire, retain, and access a copy of this Agreement and any other agreement between myself, TPT, or any third party, presented to me in connection with the Services that I accept or sign electronically.

I understand and am responsible for understanding any documentation provided to me in electronic format, including this Agreement and all other agreements I enter into with TPT.

- k. **Consent to Alternative Information Delivery.** I consent to the electronic delivery of all information and communications relating to my Account, including all Account Documentation, and authorize delivery of such information by: (i) email to me at the email address I provide to TPT whether directly or through any Third Party Interface; (ii) by publishing the information on TPT's website; requiring the publication of information on the site of any Third Party Interface; (iii) by sending me information containing a hyperlink to a website or file where the communication can be read and electronically or physically printed. The delivery methods described in this Agreement shall constitute effective delivery to me for the purposes of any Relevant Law. While I consent to the electronic delivery of communications, TPT may send communications through other means or modes of communication which shall not affect my consent. I may revoke my consent to electronic delivery only if such revocation is made in writing, submitted, and validated by TPT, or as otherwise required by Relevant Law. In the event that I revoke my consent to receive electronic communication, TPT or the relevant Clearing Firm carrying my Account, shall have a reasonable period of time to establish paper communications and may pass on the cost to me for generating and sending paper copies.

- l. **Hardware and Software.** By agreeing to electronic delivery of Account Documentation and all other communications from TPT, I agree to keep a computer or mobile device that has internet access, the ability to access the email I use to create my Account, and the ability to image, save, download, capture, or otherwise retain, save, or print Account Documentation and other communications for my own records and review. I agree that it is my sole obligation and responsibility to obtain and maintain all equipment and services necessary to access my Account. My obligation to maintain the hardware and software necessary to access my Account shall also extend to accessibility of any Third Party Interface I use to interact with my Account.

7. **Provision of the Services.**

- a. **Accessibility and Availability.** TPT does not make any guarantee or representation that any aspect of the Services or any related data or information pertaining to your Account will be available to me at a given or particular time and that access to the Services and my Account may be limited or unavailable as the result of certain activity in financial markets including market volatility, demand for the Services, maintenance or upgrades of TPT's systems, or for reasons unrelated to the market or the functionality of the Services at TPT. In all cases, TPT has the right to suspend and deny my access to the Services, without my prior consent or notice, and for any reason in the sole discretion of TPT. I acknowledge that I may access my Account and the Services by telephone at 1-855-998-1788. If I am unable to access my Account through any Third Party Interface, I will immediately contact TPT and call the above support number to engage in any Account Activity, or through an alternative electronic system that may be provided by TPT. TPT will not be liable for any unavailability, failure, outage, interruption, or delay of the Services or any information related thereto at any

particular or given time, or for the quality or accessibility of any electronic system used to provide the Services or communicate with Services or TPT.

- b. **Use of Services Rules.** I agree to use the Services in accordance with all applicable law and the Relevant Law and exclusively for my own personal and noncommercial use, solely as permitted by this Agreement. I further agree not to use the Services in any way that harms, or violates the rights of others, or that would lead to, or expose, TPT or any third party to civil or criminal liability. I further agree not to in any way copy, send, sell, transfer, or participate or effectuate the sale or transfer of, replicate, reproduce, create a derivative version or work, publish, or otherwise make use of the Services or use the Services in any manner that would use the Services other than to conduct personal brokerage activity for my Account. The API, TPT website, and other TPT material published online are protected under U.S. law and may not be downloaded, copied, or otherwise used by persons prohibited from such use under the Relevant Law.

TPT, as well as any third party providers of the Services have the right to modify, suspend, restrict, or deny access to, remove, or discontinue a portion or all of the Services at any time without prior notice. Should I breach this Agreement, I consent to any actions commenced against me by third party providers of the Services, who may enforce this Agreement against me.

- c. **Limited Liability.** The Services is provided “as is” and “as available.” Neither TPT, its affiliates, any third-party providers of the Services, nor Third Party Interface, make any representations with respect to the Services and expressly disclaim all warranties. Subject to Relevant Law, neither TPT, its affiliates or any third party shall be liable to me for any consequential, special, punitive, indirect, or direct losses or damages of any kind whatsoever with respect to the Services or my Account.

I acknowledge that I am solely responsible for my activity in connection with the Services and my Account, and for my own analysis and investment research, and that neither TPT nor any Third Party interface (whether or not an RIA or broker-dealer) make any representation, warranty, or guarantee with respect to the accuracy or timeliness of any information provided by the Services, including any market data. I also acknowledge and agree that neither TPT, nor any affiliates of TPT, Third Party Interfaces or other third-parties guarantee or, excluding any third party RIA or broker-dealer, make any representation or warranty, as to the suitability, or present or future value, of any investment, security, purchase, trade, sale, or disposition of any assets under the Services or in my Account.

- d. **Intellectual Property.** Under no circumstances will my use of the Services convey, confer, or otherwise bestow upon me any ownership interest, title, or intellectual property rights to me. The Services are protected under federal and state copyright and trademark law, as well as international treaties, conventions, and will at all times remain the sole and exclusive property of TPT. All designs and marks of any of TPT’s affiliates are the sole and exclusive property of each respective affiliate. I am expressly prohibited from using any such name, mark, or relevant advertising of TPT or any TPT affiliate in connection with any advertising, publication, or for any commercial purpose.

- e. **Web-Links, and Third Party Interfaces.** I acknowledge and agree that the websites or Third Party Interfaces that I use to connect to the Services and my Account, including any Third Party Interface, are owned and operated by unaffiliated third parties. Neither TPT, nor any third party provider to TPT, are responsible for the content or availability of Third Party Interfaces, and shall not be liable or at fault for any loss in connection with my reliance on Third Party Interfaces, including any related websites.

8. **Brokerage Services.**

- a. **Order Execution and Order Routing.** I authorize TPT or a third party provider supporting the execution of orders under the Services to choose the method, direction, and location, of the orders I submit for execution on my behalf. TPT or the relevant third party executing the order may make their decision on where to route my order based on a number of factors, including but limited to: execution price, liquidity, order size, speed, accuracy, and cost of executing the order, but in any event in TPT or the relevant third-party's sole discretion to achieve the national best bid and offer.
- b. **Rejection of Orders and Account Restrictions.** TPT reserves the right and I agree that TPT shall have the right to refuse deposits or withdrawals of cash, securities, or any other assets, in my Account for good cause or upon reasonable suspicion that my Account or the Services are being used in a manner inconsistent with Relevant Law, for fraud, money laundering, or in the case of my diminished capacity, or as otherwise necessary to restrict improper activity, or upon notice to TPT that a portion or all of the assets in the Account are subject to a dispute of ownership or control. I hereby agree to hold TPT harmless and release TPT from all liability in connection with its restriction or denial of any order, deposit, withdrawal, transfer, or transaction.
- c. **Execution of Orders and Related Market Data.** TPT promptly forwards all orders for execution subject to prevailing market conditions, and I acknowledge that there may be delays in the processing of orders. I understand and agree with the following market conditions and corresponding effects on my Account: (i) the quoted price may not accurately reflect the trading price in one or more markets; (ii) high demand or supply of shares in the market may cause a delay in TPT's ability to execute my order at or near the quoted market price; (iii) that the actual execution price of my order may be limited or changed by factors beyond TPT's control and could execute at prices significantly different from the price's quoted; (iv) while limit orders will be executed only at the price I specify or better, a market order will be effected at whatever the market price is at the time of the order's execution - additionally, stop-market orders may also execute at a price substantially different than the market price quoted to me for that security; (v) securities not listed on a national securities exchange (e.g. NYSE or NASDAQ) may be traded "over-the-counter" or on "pink-sheets" through OTC Markets Group Inc. Securities traded over-the-counter or on pink-sheets are likely to be far less liquid (less easily bought or sold) than securities traded on exchanges. I agree that TPT may place trade restrictions on securities in these markets without prior notice to me and irrespective of whether I hold positions in the securities subject to TPT's discretionary restriction; (vi) it is possible that I will suffer losses in my Account during periods of high volatility in and account that make it difficult to execute my order.
- d. **Payment for Order Flow.** TPT or a third party brokerage supporting the Services may receive reimbursement from markets for directing orders to them. The details of these payments will be made available upon request to TPT so long as TPT is able to obtain that information itself. It is important to remember that markets may act in the capacity as principal. As principal a market or market maker may buy, sell, or hold securities in their own accounts,

and make money when executing your trade based on the spread between bid and offers for the securities they hold.

- e. **Customer Referral Fees.** I consent to TPT paying Third Party Interfaces certain fees, calculated solely from the number of orders submitted by me or others without respect to whether any order is ever executed, or by other means it deems appropriate as permitted by Relevant Law.
- f. **Sufficient Funds.** I understand and agree that orders submitted to TPT will only be processed and executed if I have sufficient funds in my Account to cover the cost of the trade and any related commission or fees. All orders to sell securities will be made for securities that I fully own and that have been delivered in my account. If for any reason I do not have sufficient funds or securities in my Account, TPT has the right to liquidate, buy, or otherwise dispose of securities or other assets in my Account at my own expense, and I will be responsible for any losses created thereby and hold TPT harmless and free of liability in connection with its rights and activity under this Section 8(f).
- g. **Security and Indebtedness.** I will be liable for any outstanding assets owed to TPT arising from my use of the Services and the Account, including the reasonable cost of any efforts necessary to collect any outstanding amounts due.

As security for any current or future indebtedness, I hereby consent to TPT having a continuing security interest in, right of set-off to and lien upon all securities, cash, or other assets in my Account (the "Collateral"). TPT may sell, transfer, or otherwise dispose of any Collateral in order to satisfy my obligations to TPT, and shall have the right to determine which of the assets will be sold and which contracts to be closed. TPT shall have all the rights of a secured party under the Uniform Commercial Code, regardless of TPT's efforts to perfect its interests in any particular circumstance.

- h. **FDIC or Money-Market Sweep Programs.** My cash funds may be swept into a designated FDIC or money-market sweep account at the Clearing Firm responsible for carrying my Account. Please see the Clearing Firm customer account agreement, for further information regarding any applicable FDIC or money-market cash sweep vehicle. Investment products are not themselves FDIC insured, and are not subject to any bank guarantee. All investment products may lose value and any investment involves risk of loss of principal.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE DIRECTLY BELOW. BY ACCEPTING THIS AGREEMENT, I AM ACCEPTING THE ARBITRATION AGREEMENT AS FOLLOWS:

9. ARBITRATION AGREEMENT.

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;

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER

DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

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.

THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

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.

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"). ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. 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.

10. ADVISORY SERVICES

- a. **No Provision of Investment Advice.** TPT shall at all times only act as a broker-dealer and not as an investment advisor as regulated by the Investment Advisers Act of 1940. TPT does not provide financial planning advice.
- b. **No Provision of Legal, Tax, or Estate Planning Advice.** I understand that TPT does not provide legal, tax, or estate planning advice.
- c. **Use of Outside Investment Advisers.** While I may use outside registered investment advisers ("RIAs") to assist me in making investment decisions, I understand and agree that any advice

that I receive with respect to investing is not being made by TPT, and I hereby agree to hold TPT harmless and not liable for any losses incurred by me in relying on the advice or asset management services or activities of any RIA, whether or not that RIA is a Third Party Interface or an affiliate of TPT.

- d. **Record of Customer Grant of Discretionary Authority to Third Party RIAs.** In the event that I utilize a third party RIA with discretionary authority over my Account, I hereby grant discretionary authority to the applicable RIA holding discretion with my Account, and agree to provide any documentation requested by TPT immediately upon request relating to my grant of authorization for discretionary trading in my Account.
- e. **Rejection of Orders and Account Restrictions.** TPT reserves the right and I agree that TPT shall have the right to refuse deposits or withdrawals of cash, securities, or any other assets, in my Account for good cause or upon reasonable suspicion that my Account or the Services are being used in a manner inconsistent with Relevant Law, for fraud, money laundering, or in the case of my diminished capacity, or as otherwise necessary to restrict improper activity, or upon notice to TPT that a portion or all of the assets in the Account are subject to a dispute of ownership or control. I hereby agree to hold TPT harmless and release TPT from all liability in connection with its restriction or denial of any order, deposit, withdrawal, transfer, or transaction.

11. Options Accounts & Trading: Should I choose to trade options or hold options in my Account, I agree to be bound by the following representations and terms of this Section 10 under this Agreement:

- a. **Suitability.** Options trading comes with inherent risks and is not suitable for all investors. Options trading may lead to the total loss of my investment, and I represent that I possess the financial capacity to engage in trading options and to withstand the losses that may result from options trading.

I further represent that I have been given access to and received the disclosure documentation entitled Characteristics and Risks of Standardized Options, as published by the Options Clearing Organization (the "OCC"), and provided to me herein via the following link: <https://www.theocc.com/about/publications/character-risks.jsp>.

- b. **Acceptance of Relevant Law.** I understand and agree that I am responsible for knowing and fully understanding the rights, obligations, and terms of any options held or traded in my Account. I further agree to be bound by all Relevant Law, which includes the rules of FINRA, OCC, and any exchange, clearing, or other SRO rules that are applicable to holding and trading options contracts in my Account.
- c. **Options Settlement and Trading Limitations.** Options contracts are settled on the day following the trade. The exercise of an options contract settles three days following the exercise of the option. I agree not to exceed the maximum positions and exercise amounts allowed by the OCC under Relevant Law.
- d. **No Prior Notice of Expiration.** I acknowledge that I am solely and fully responsible for monitoring the options positions and trading activity in my Account, educating myself about the nature, risks, and limitations of holding and trading options, and am solely responsible for instructing TPT of any intention to exercise options contracts held in my Account prior to the expiration.

- e. **TPT & Clearing Firm Protection**: TPT and any Clearing Firm that directly or indirectly bears any direct or indirect financial exposure to my Account shall have the right to take any action necessary to protect their position(s) or obligations from direct loss or liability they have assumed in connection with the provision of options activity in my Account.
- f. **Reserved Assets**: I understand and agree that TPT will require me to maintain sufficient funds or securities in my Account that are necessary to cover any options contract I enter into that would require my delivery of funds or securities under the option(s) contract until the expiration of the options period, and that I may not be allowed to sell or withdraw, or otherwise utilize the options or related securities in my Account during that time. If I am assigned on options contracts, TPT or the relevant Clearing Firm, may use the funds in my Account to purchase any securities necessary to cover my options contract(s) without prior notice to me.
- g. **Assignment and Allocation of Option Contracts**. I am aware and understand that TPT and any Clearing Firm relevant to my Account may use different methods when allocating option(s) assignments received from the Option Clearing Corporation to customer accounts such as my own Account. I understand that the allocation of option assignment and exercise may be made at random, or in some other manner at the sole discretion of TPT or the Clearing Firm. I understand and agree that all short positions (instances where I owe money or securities if options I have written are exercised upon) may occur at any time.

12. Miscellaneous

- a. **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- b. **Entire Agreement**. This Agreement, together with Privacy Policy, and Fee Schedule, and all related disclosures and agreements on TPT's website, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Privacy Policy, the Fee Schedule, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.
- c. **Assignment and Escheatment**. I may not assign any of my rights or delegate any of my obligations hereunder without the prior written consent of TPT. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment [or delegation] shall relieve the assigning [or delegating] party of any of its obligations hereunder. TPT may assign, sell, or otherwise transfer or dispose of my Account and this Agreement, in whole or in part, at any time and upon TPT's sole discretion, without my prior consent. I hereby consent to the transfer of the assets in my Account to the relevant state authority if no activity occurs in my Account during the relevant time period, as specified by state law regarding the escheatment of brokerage accounts.
- d. **Amendment and Modification**. This Agreement may be amended, modified, or supplemented by a different agreement (collectively any "Changed Agreement") without prior notice to me or as required by Relevant Law. All agreements and disclosures, including

this Agreement, shall be made available by TPT on its website. The first instance of my continued use of the Services or my Account after any Changed Agreement shall constitute my acceptance to any Changed Agreement and my agreement to be bound by any such agreements whether or not I have actually reviewed them. TPT shall not be bound by any written or verbal statements that may change this, or any other, agreement.

- e. **Termination.** This Agreement may be terminated at any time by TPT. TPT may also close, restrict access to, or otherwise limit the function or existence of my Account at any time in TPT's sole discretion without prior notice to me. If TPT decides to close my Account, it may liquidate any assets in my Account, pay to itself any outstanding obligations owed to TPT, and remit any remaining funds to me either electronically or at the physical address I provided when I opened my Account. I may terminate this Agreement at any time provided that I liquidate and distribute all assets in my Account, and after paying any obligations owed to me upon written notice by TPT or as should reasonably be known to me as obligations due to TPT. This Agreement, except for the provision of the Services, shall survive the termination of this Agreement.
- f. **Force Majeure.** TPT shall not be liable or responsible to me, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond TPT's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities; and (j) the failure of any exchange, market center, third party brokerage service or information provider; and (k) the failure of an internet service or web-hosting provider supporting the Services; and (l) the failure of any transmission facilities necessary for the use of the Services or access to my Account.
- g. **Indemnification.** I agree to defend, indemnify, and hold harmless TPT as well as its, partners, licensees, licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of my use and access of the Services, my Account, or breach of the terms of this Agreement.
- h. **Waiver of Rights Under the Agreement.** TPT's failure to demand that you comply or adhere to the terms of this Agreement will not give rise to, cause, or constitute, a waiver of any rights under this Agreement.
- i. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- j. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction.

End TPT Customer Agreement

Customer Agreement v1.3

Last Modified: Nov 8th, 2017

Copyright © Third Party Trade LLC

Third Party Trade is a trademark of Third Party Technologies Inc.

APEX CLEARING CORPORATION CUSTOMER 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.

2A. 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.

6A. 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 WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

f. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

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"). ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. 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, 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. 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 anytime 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. **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](tel:2023718300) 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.

17. 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.