

Thank you for choosing SogoTrade!

Our priority in servicing our customers is to ensure that we have all the necessary documentation on file. This process helps us in protecting the security of each client as well as preparing for future transactions such as wire, check, and ACH withdrawals.

## Below is the required paperwork. Please submit the following via email, fax or mail.

- □ Signed New Account Documents
- □ Copy of Valid Government issued photo ID such as passport or citizenship ID card \*
- Proof of Address if address on application is not on your photo ID. (Any financial bank statement, utility bill, or similar statement dated within 3 months matches address on your application) \*

\* These documents are provided by the customer and not by SogoTrade. All foreign language documents must be translated into English.

## SogoTrade New Account Contact

Email: newaccounts@sogotrade.com

| Fax Number: 1-888-710-7646 (Domestic)    | 1-646-459-2749 (International) |
|--|--------------------------------|
| Tel (English): 1-888-709-7646 (Domestic) | 1-646-885-6594 (International) |
| Tel (Chinese):1-888-681-7646 (Domestic)  | 1-646-885-6246 (International) |

Mailing Address: SogoTrade, Inc. 1 McBride and Son Center Drive, Suite 288 Chesterfield, MO 63005 USA Attention: New Account Department



| ACCOUNT NUMBER |  |
|----------------|--|
|                |  |
|                |  |
| BRANCH NUMBER  |  |
|                |  |
|                |  |
|                |  |

I (We) would like to open a brokerage account with you ("my broker"). I understand that you have designated Apex Clearing Corporation ("Clearing Firm") as your clearing firm. ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT

| Account Type               | CASH (Customer Account Agreement following this application) 🔲 MARGIN & SHORT (Request Margin Agreement) 🗍 OPTION (Request Option Agreement)                                       |   |  |  |   |  |  |   |  |   |  |   |
|----------------------------|--|---|--|--|---|--|--|---|--|---|--|---|
| Customer<br>Type           | Individual Idoint (Request Joint / Estate (Furnish Cour IRA/KEOGH (Do not // Limited Liability Com UTMA/UGMA   | t Appointment)<br>use this agreement if A<br>pany. Enter the tax cl | lassification (C=C cc  | prporation, S=S col  | orship (Requ<br>lub (Reques   | uest l<br>at For   | m)   |   | Trust <i>(Trus</i><br>C-Corporat<br>S-Corporati  | ion (Requ   | ,  | ired)   |
| Account<br>Information     | ACCOUNT NAME DATE OF BIRTH SOCIAL SECURITY/TAX ID NUMBER<br>JOINT APPLICANT NAME OR NAME OF MINOR IF CUSTODIAL ACCOUNT DATE OF BIRTH SOCIAL SECURITY/TAX ID NUMBER<br>HOME ADDRESS |   |  |  |   |  |  | □ Ye<br>□ No<br>R U.S. (<br>□ Ye<br>□ No            | s<br>Citizen IF N<br>s   |   |  |   |
|                            | JOINT APPLICANT'S ADDRESS (if different than primary account holder's address)   |   |  |  |   |  | MARRIE   | B)       Divorced (D)         (M)       Widowed (W) |  |   |  |   |
|                            | HOME TELEPHONE BUSINESS TELEPHONE EMPLOYER YEARS EMPLOYED  |   |  |  |   |  | POSITIO  | N   |  |   |  |   |
|                            | BUSINESS ADDRESS CITY  |   |  |  |   | STATE  |  |   |  | ZIP COD   | E  |   |
|                            |  | RADING AUTHORIZA  | orization Form and p   | R PARTY?<br>provide name of ag   |   |  |  |   |  |   |  |   |
|                            | ARE YOU, OR ANYONE A   | please list the name of   | f the company(s) and   | I the stock ticker sy  | mbol  |  | •  | K FOR A   | MEMBER   |   | · ·  | notify you of any change.<br>CHANGE OR FINRA?   |
| Bank Reference             | NAME   |   |  | YPE OF ACCOUN<br>YPE OF ACCOUN   |   |  | BRANCH AND   |   |  |   | <ul> <li>provide u</li> <li>digits of y</li> </ul> | protection please<br>is with the last four<br>your account number.<br>clude the entire<br>number. |
| Suitability<br>Information | TIME HORIZON<br>The number of years p<br>Short (Less than 3<br>Average (4 to 7 Yea   | Years) (01) 🛛 Lo  |  | 0  | al. po  | Ver  | n of the account<br>y Important (C<br>mewhat Impor | nt asset<br>01)                                     | [  |   | ly and easi<br>t experienc<br>nportant (0          | ly convert all or a<br>ing significant loss.<br>3)  |
| Investment<br>Profile      | INVESTMENT<br>OBJECTIVE<br>Capital<br>Preservation (05)<br>Income (04)<br>Growth (03)<br>Speculation (06)<br>Other (08)  | INVESTMENT<br>EXPERIENCE  | ANNUAL<br>(from all s<br>\$25,001 to \$5<br>\$50,001 to \$1<br>\$100,001 to \$<br>\$200,001 to \$<br>\$300,001 to \$<br>\$500,001 to \$<br>\$500,001 to \$<br>Over \$1,200,001 | sources)<br>00 (01)<br>50,000 (02)<br>100,000 (03)<br>\$200,000 (23)<br>\$300,000 (24)<br>\$500,000 (25)<br>\$1,200,000 (26) | (cash &<br>Under<br>\$50,00<br>\$100,0<br>\$200,0<br>\$500,0<br>\$1,000<br>\$1,000<br>\$5,000 | liquid<br>\$50<br>01 tc<br>001<br>001<br>001<br>0,00<br>0,00<br>0,00 | 0 (24)<br>1 to                                     | nly) 2) 22) 23)                                     | <b>TOTAL</b><br>(excludi<br>\$50,001 t<br>\$100,001<br>\$200,001<br>\$500,001<br>\$1,000,00<br>\$1,000,00<br>\$5,000,00<br>Over \$5,00 | ng reside<br>0,000 (0<br>o \$100,0<br>to \$200<br>to \$500<br>to<br>00 (24)<br>01 to<br>00 (25) | nce)<br>1)<br>000 (02)<br>,000 (22)<br>,000 (23)   | RISK<br>TOLERANCE   |

|  | Free Householding Service   |  |   | Free Dividend  | Reinvestment  |   |                           |  |
|--|---|--|---|--|---|---|---------------------------|--|
|  | The householding service combines main<br>related statements, proxies, prospectuse<br>documents for accounts within your house  | es, annual reports, and  | other eligible  | on all eligible s  | lect whether or not you would like to have your<br>all eligible securities. You can always change y<br>ling your investment representative. |   |                           |  |
|  | Please select one of the following opt<br>☐ I want to utilize the householding serv<br>Householding Authorization form to be<br>☐ I do not want to household this new ad  | ice. (This option requi  |   | □ Reinvest div<br>□ Please do n  | one of the follow<br>vidends on ALL el<br>ot reinvest any di<br>ket account.  | ligible securi                                | ties.                     | n cash to my                                     |
| Enhanced<br>Account<br>Features          | E-Documents Enrollment When yo<br>proxies, prospectuses, annual reports, a<br>mail address on the same day that any e<br>your electronic documents.   |  | count docume  | nts electronically.  | An e-mail notifica  | tion will be s                                | ent to the Ac             | count Owner's e-                                 |
|  | Please see your investment represent  | tative for enrollment i  | information.  |  |   |   |                           |  |
| Service<br>Instructions                  | SWEEP: Cash Margin<br>SPECIFY: FDIC<br>In making this selection, I (we) acknowledge<br>Customer Account Agreement and have bee<br>conditions of the products available through t  | n made aware of the gene   | ion 17 of the   |  |   |   |                           |  |
|  | *In conjunction with "Hold Dividends," by<br>dividend distribution or requests for physical sectors and the sector of the sector o  |  |   |  |   |   | Other alterna             | tives for  |
| Direct<br>Communication<br>Rule 14b-1(c) | Rule 14b-1(c) of the Securities Exchar<br>securities positions of our customers where use your name and other related information of the security | no are beneficial owne<br>ation for corporation co   | rs of the issue<br>mmunication                          | er's securities held<br>only. If you object                              | by us in nominee<br>to this disclosure  | e name. The<br>check the bo                   | e issuer woul             |  |
|  |   |  | object to the   | e disclosure of su   | ich information.  |   |                           |  |
| Additional<br>Account<br>Information     | Is the account maintained for a current or former<br>Foreign Individuals)?  | Politically Exposed Person   | or Public Official                                      | (includes U.S. and   | □ Yes / □   | □ No  |                           |  |
|  | If yes, please provide the names of that official a   | nd official's immediate family   | / members (includ                                       | ling former spouses).  | Official and Immediate Family Member(s)   |   |                           |  |
|  | If yes, please provide the name of the related p  | olitical organization.   |   |  | Political Organization  |   |                           |  |
|  | Is the account maintained for a Foreign Financial Institution as defined by Title 30 of the Code of Federal Regulations? If yes, please complete the "Foreign Financial Institution Due Diligence Questionnaire" form.  |  |   |  |   |   |                           |  |
|  | Title 31 of the Code of Federal Regulations? If "<br>Accounts" is complete (in addition to the "Foreig<br>NOTE: Broker-dealers are prohibited from estal  | count a Foreign Bank organized under foreign law and located outside of the United States as defined by<br>of the Code of Federal Regulations? If "yes", please ensure the "Certification Regarding Correspondent<br>s' is complete (in addition to the "Foreign Financial Institution Due Diligence Questionnaire" form).<br>Broker-dealers are prohibited from establishing, maintaining, administering or managing correspondent<br>is in the United States for foreign shell banks. The prohibition does not include foreign shell banks that<br>lated affiliates. |   |  |   |   |                           |  |
|  | If yes, please list U.S. Agent for service of proc  | ess.   |   |  |   |   |                           |  |
| W-9<br>Certification                     | Under penalties of perjury, I certify that: (1) Th<br>a number to be issued to me), and (2) I am n<br>have not been notified by the Internal Revenu<br>interest or dividends, or (c) the IRS has notifie<br>U.S. person (defined below), and (4) The FAT<br>correct.  | ot subject to backup with<br>ue Service (IRS) that I an<br>ed me that I am no longer   | holding because<br>n subject to back<br>subject to back | e: (a) I am exempt fro<br>kup withholding as a<br>kup withholding, and ( | m backup withholdi<br>result of a failure t<br>(3) I am a U.S. citiz  | ing, or (b) I<br>to report all<br>en or other | Exempt paye code (if any) | e (see instructions):<br>e<br>om FATCA reporting |
|  | Definition of a U.S. person. For federal tax retu<br>or U.S. resident alien, A partnership, corporat<br>the United States, An estate (other than a  | ion, company, or associa<br>a foreign estate), or A  | tion created or<br>domestic trust                       | organized in the Unite<br>(as defined in Reg                             | ed States or under<br>ulations section 30   | the laws of<br>01.7701-7).                    | code (if any)             |  |
|  | The Internal Revenue Service does not requi<br>avoid backup withholding.  | re your consent to any p   | rovisions of this                                       | document other tha   | n the certifications  | required to                                   |                           |  |
| Signatures                               | I authorize my broker and/ or Clearing Firm to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, my broker and/ or Clearing Firm will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied by Clearing Firm, as a result of the consumer report verification, I authorize Clearing Firm to provide to my broker the reason(s) for such denial.   |  |   |  |   |   |                           |  |
|  | BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, PAGE 4 PARAGRAPH 8 OF THE CUSTOMER<br>ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN<br>ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING<br>FIRM, (2) RECEIPT OF A COPY OF THE CUSTOMER ACCOUNT AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT<br>WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.   |  |   |  |   |   | WE) AGREE IN              |  |
|  | SIGNATURE   | DATE   | SIC   | GNATURE OF JOI   | NT APPLICANT  |   |                           | DATE   |
|  | - ,   | FOR JOINT AC   |   | TH PARTIES MUS   | T SIGN FORM   |   |                           | •  |
| FOR OFFICE<br>USE ONLY                   | FIRST TRADE DATE  | DATE OPENED  | [IB] BRANCH   | HMGR APPROVA   | _   |   |                           |  |
|  |   |  | [IB] REP. SIC   | GNATURE  |   |   |                           |  |

# 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.

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 vet 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.

<u>6. Accounts Carried as Clearing Broker.</u> 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. <u>Accounts Carried as Custodian</u>. 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 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 AW ARDS 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. <u>Representations</u>. 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.

<u>11. Other Agreements.</u> 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 of 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's rights or delegate the Customer's obligations under this Agreement, in whole or in part, without your prior consent.

<u>16. SIPC Protection</u>. 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 <u>www.sipc.org</u>. Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

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.

<u>18. Tax Treaty Eligibility</u>. 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.



## JOINT ACCOUNT AGREEMENT

(With Rights of Survivorship)

ACCOUNT NUMBER

In consideration of your establishing a joint account for the undersigned, the undersigned agree that each of them shall have the authority on behalf of the joint account to buy, sell (including short sales) and otherwise deal in, through you as broker, stocks, bonds and other securities and commodities, on margin or otherwise, to receive on behalf of the joint account demands, notices, confirmations, reports, statements of account and communications of every kind; to receive on behalf of the joint account money, securities and property of every kind and to dispose of the same; to make on behalf of the joint account agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof and generally to deal with you or Apex Clearing Corporation on behalf of the joint account as fully and completely as if he alone were interested in said account. You are authorized to follow the instructions of any of the undersigned in every respect concerning the said joint account and to make deliveries to any of the undersigned, or upon his order, of any or all monies at any time or from time to time in the said joint account as he may order and direct, even if such deliveries and/or payments shall be made to him personally, and not for the joint account of the Notwithstanding the foregoing, you reserve the right to insist upon written undersigned. instructions bearing signatures of all parties to the account when such instructions effect change of ownership of monies and/or securities. In the event of any deliveries of securities or payments of monies to any of the undersigned as aforesaid, you shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies, and you shall not be bound to see the application or disposition of the said securities and/or monies so delivered or paid to any of the undersigned or upon his order. The authority hereby conferred shall remain in force until written notice of the revocation addressed to you is received by your firm.

The liability of the undersigned with respect to said account shall be joint and several. The undersigned further agrees that all property that you may at any time be holding or carrying for any one or more of the undersigned shall be subject to a lien in favor of you for the discharge of the obligations of the joint account to you, such lien to be in addition to and not in substitution of the right and remedies you otherwise would have.

It is further agreed that in the event of the death of either or any of the undersigned, the survivor or survivors shall immediately give you written notice thereof, and you may before or after receiving such notice, take such proceeding, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the account as you may deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of the undersigned who shall have died shall be liable and each survivor shall continue liable jointly and severally, to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt of the written notice of the death of decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties.

It is the express intention of the undersigned to create an estate or account as joint tenants with right of survivorship and not as tenants in common. In the event of the death of either of the undersigned, the entire interest in the joint account shall be vested in the survivor or survivors on the same terms and conditions as theretofore held, without in any manner releasing the decedent's estate from the liability provided for in the next preceding paragraph.

I understand that you have entered into a fully disclosed clearing agreement with Apex Clearing Corporation ("Clearing Firm") pursuant to which Clearing Firm may perform certain transaction processing, clearing, custodial, and financing functions for you with respect to the Account. I understand that Clearing Firm does not control, audit, or otherwise supervise your activities, does not verify information I provide to you regarding the Account or transactions processed for the Account, and does not undertake responsibility for reviewing the appropriateness of transactions entered by you on my behalf. I agree that you are not an agent of Clearing Firm, that Clearing Firm is not your agent, and that I will in no way hold Clearing Firm, or its officers, directors, employees and agents liable for any trading losses that I may incur. I agree that Clearing Firm is a beneficiary of my representations, warranties, acknowledgments, and covenants in this agreement (including, without limitation, my authorizations, indemnifications, waivers, and releases) to the same extent as if they were made directly by me to Clearing Firm. And I agree that Clearing Firm, in its own name and for its own benefit, shall be entitled to exercise and enforce directly against me such provisions and all other rights granted to you.

Subject to the provisions hereof, all notices or communications for the undersigned in respect of the joint account are to be directed to:

Name \_\_\_\_\_\_Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Each of the undersigned has signed the Customer Account Agreement and if applicable, a Margin Agreement (including a stock lending agreement) which are intended to cover, in addition to the provisions hereof, the terms governing the joint account.

Very truly yours,

Dated:

(City)

(State)



### **OPTION AGREEMENT**

BRANCH/REP CODE NUMBER

ACCOUNT NUMBER

|   | 1  |             |                              |                         |   |   |   |  |  |  |  |
|---|--|-------------|------------------------------|-------------------------|---|---|---|--|--|--|--|
| Customer                                      | Please Provide the Follo   | wing Info   | ormation as Applicable       | e. We Cannot Appr       | ove You   | ur Account Without It.  |   |  |  |  |  |
| Information                                   | TITLE OF ACCOUNT   |             |                              |                         |   | EMPLOYER NAME (If Unemployed, Source of Income)   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | OCCUPATION/ POSITION OR TYPE OF BUSINESS DATE OF BIRTH   |             |                              |                         |   | EMPLOYER ADDRESS  |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | MARTIAL STATUS   | SI          | POUSE'S NAME                 |                         | SP  | OUSE'S EMPLOYER   |   | NUMBER OF DEPENDENTS   |  |  |  |
|   |  | w           |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | INVESTMENT OBJECTIVE   | (from all s | . INCOME<br>sources)         |                         | (from a   | SE'S INCOME<br>all sources)   | LIQUID NET WORTH<br>(cash & liquid investments only)      | TOTAL NET WORTH<br>(excluding residence)   |  |  |  |
|   | Capital Preservation (05)  |             |                              | 0,001 to \$300,000 (24) |   | er \$25,000 (01)  | Under \$50,000 (01)                                       | Under \$50,000 (01)  |  |  |  |
|   | Income (04)  |             | 00 to \$50,000 (02)          |                         |   | 000 to \$50,000 (02)  | □ \$50,001 to \$100,000 (02)                              | □ \$50,001 to \$100,000 (02)   |  |  |  |
|   | Growth (03)  |             | 01 to \$100,000 (03) 🗖 \$500 |                         | <b>D</b> \$50,  | .001 to \$100,000 (03) 🗖 \$500,001 to \$1,200,000 (26)  | □ \$100,001 to \$200,000 (22)                             | □ \$100,001 to \$200,000 (22)  |  |  |  |
|   | Speculation (06)   | □ \$100,0   | 001 to \$200,000 (23) 🗖 Over | r \$1,200,001 (27)      | □ \$100   | 0,001 to \$200,000 (23) 🗖 Over \$1,200,001 (27)   | \$200,001 to \$500,000 (23) \$500,001 to \$1,000,000 (24) | <ul> <li>\$200,001 to \$500,000 (23)</li> <li>\$500,001 to \$1,000,000 (24)</li> </ul> |  |  |  |
|   | Other (08)   |             |                              |                         |   |   | □ \$1,000,001 to \$5,000,000 (25)                         | □ \$1,000,001 to \$5,000,000 (25)  |  |  |  |
|   |  |             |                              |                         |   |   | Over \$5,000,001 (26)                                     | Over \$5,000,001 (26)  |  |  |  |
| Prior Investment                              | NAME OF FIRM(S)  |             |                              |                         |   |   |   | NUMBER OF YEARS  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
| Experience                                    |  |             |                              |                         |   |   |   |  |  |  |  |
|   | STILL OPEN?  |             |                              |                         | ES  | TIMATED VALUE   |   |  |  |  |  |
|   |  |             |                              |                         | \$  |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | TYPE OF ACCOUNT (Ind.  | licate num  | ber of trades per year)      |                         | AN  | TICIPATED TYPES OF TRADES   |   |  |  |  |  |
|   | □ Stocks   |             | 🗖 Ontio                      | ns                      |   | Level 1 covered calls, including:   | Level 2 All Level 1                                       | strategies plus:   |  |  |  |
|   |  |             |                              |                         |   | Covered calls sold against stocks held long in your brokerage a                                     | count Long Calls  | Long Straddles   |  |  |  |
|   | Corporate Bonds  |             | 🗌 Comm                       | nodities                |   | Buy-writes (simultaneously buying a stock and writing a covered<br>Covered call roll-ups/roll-downs | call) Long Puts<br>Covered puts (short stock a            | Long Strangles<br>and short put position)  |  |  |  |
|   | -  |             | _                            |                         |   | ·   |   |  |  |  |  |
|   | Municipal Bonds Tax Shelters   |             |                              |                         | Level 3 All Levels 1 and 2 strategies, plus:<br>Equity credit spreads Equity calendar/diagonal spreads All Level 4 All Level 1, 2, and 3 strategi |   |   |  |  |  |  |
|   | Government Bonds Margin Account  |             |                              |                         |   | Equity debit spreads Index calendar/diagonal spreads  |   |  |  |  |  |
|   | Government Bond  | ds          | 🗋 Margi                      | in Account              | -   | Index debit spreads   |   |  |  |  |  |
|   | □ Funds  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   | Level 5 All Level 1, 2, 3, and 4 strategies p<br>Naked equity calls                                 | ius:  |  |  |  |  |
|   |  |             |                              |                         |   | Level 6 All Level 1, 2, 3, 4 and 5 strategies   | nlus  |  |  |  |  |
|   |  |             |                              |                         |   | Naked index calls Naked index puts  | pius.   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | PLEASE LIST ANY OTHER RELEVANT FINANCIAL INFORMATION   |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
| Signatures                                    | I hereby confirm th  | nat I ha    | we read the prov             | visions of this of      | option  | agreement and understand the  | contents hereof. I her                                    | eby expressly confirm  |  |  |  |
| •.g   |  |             |                              |                         |   | section, especially those conc  |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | objectives, and will advise you of any changes in such information which could be deemed to affect the suitability of executing options  |             |                              |                         |   |   |   |  |  |  |  |
|   | transactions for my account.   |             |                              |                         |   |   |   |  |  |  |  |
|   | BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, PAGE 3 PARAGRAPH 9 OF THE ATTACHED  |             |                              |                         |   |   |   |  |  |  |  |
|   | AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM, |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   | HIS APPLICATION AND MY (OUR   | ) AGREEMENT WITH I  | HE LERMS THEREIN   |  |  |  |
|   | AND (3) THE INFOR  | RMAIIC      | JN PROVIDED A                | BOVE IS ACCU            | IRATE   | 1.  |   |  |  |  |  |
|   | APPLICANT'S SIGNATUR   | RE          |                              |                         |   |   |   | DATE   |  |  |  |
|   | $\triangleright$   |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | SIGNATURE OF CO-APP  | PLICANT     |                              |                         |   |   |   | DATE   |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   | Diagon pote deter  | della /     | A                            | r Option                | 18.1  | TRODUCING BROKER APPROVAL   |   |  |  |  |  |
| For Office Use Only                           | Please note date of c<br>on the items listed be  |             | Approved fo<br>Trading as f  |                         |   |   |   |  |  |  |  |
| (Must be filled in before<br>Apex can accept) | Characteristics and Risk   |             |                              | 010003.                 | Re  | egistered Representative Signature  |   | DATE   |  |  |  |
|   | of Standard Options:   |             | Option Level                 |                         |   |   |   |  |  |  |  |
|   | · ·  |             | Option Leve                  |                         | -   |   |   | DATE   |  |  |  |
|   |  |             | Option Leve     Option Leve  |                         | Op  | otion Principal Signature   |   | DATE   |  |  |  |
|   |  |             | Option Leve     Option Leve  |                         |   |   |   |  |  |  |  |
|   | Special Statement for<br>Uncovered Option Writer   | re ·        | Option Leve                  |                         | Re  | egistered Principal Signature   |   | DATE   |  |  |  |
|   | Cheovered Option White   | 13.         |                              |                         |   | Sector a l'incipal digitature   |   |  |  |  |  |
|   |  |             |                              |                         |   |   |   |  |  |  |  |
|   |  |             |                              |                         | 1   |   |   |  |  |  |  |

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

1. Definitions. "Introducing broker" means any brokerage firm which introduces security transactions on behalf of the undersigned, which transactions are cleared through Apex, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the undersigned to Apex, whether now existing or hereafter arising. "Options" means all types of options, including puts, calls, equity, debt, index or otherwise. "Securities and other property" shall include, but shall not be limited to money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "Apex" refers to Apex Clearing Corporation.

2. Limits. The undersigned shall not, acting alone or in concert with others, exceed the position/exercise limits set forth by any exchange or market or by any other regulatory authority having jurisdiction.

3. Authority, Execution of Orders, Security Interest. The undersigned hereby authorizes Apex in its discretion, should Apex deem it necessary for Apex's protection for any reason, including death of the undersigned, to buy, sell, or sell short for the undersigned's account any risk, puts, calls or other forms of option and/or to buy, sell or sell short any part or all of the underlying shares represented by options endorsed by Apex for the undersigned's account. Any and all expenses incurred by Apex in connection with such transactions shall be reimbursed by the undersigned to Apex. The undersigned understands and acknowledges that when transactions on the undersigned's behalf are to be executed and the options are traded in more than one marketplace Apex may use its discretion in selecting the market in which to enter the undersigned's order unless the undersigned specifically instructs otherwise. All monies, securities, or other property which Apex may hold in any account of the undersigned shall be held subject to a general lien for the discharge of the undersigned's obligations to Apex under this Agreement or otherwise. The decision to enter into options transactions was made entirely by the undersigned without any investment advice from Apex or the introducing broker.

4. Notice, Exercise, Random Allocation. The undersigned is aware of Apex's requirements and time limitations for accepting an exercise notice and expiration date. The understands understands that the understanded may not receive actual notice of exercise until the week following exercise. The undersigned bears full responsibility for taking action to exercise or sell valuable options; however, in the absence of the undersigned notifying the introducing broker to exercise a valuable options contract by 3 p.m. Central Standard Time on the last business day prior to the expiration date of the options contract, and the introducing broker instructing Apex to sell valuable options on the undersigned's behalf within such time, the undersigned agrees that Apex may exercise the options contract on the undersigned's behalf. In the event of such exercise, the profit in excess of commission costs created thereby will be credited to the undersigned's account. In the event that the commissions to be charged for such an expiration transaction exceeds the proceeds to be realized, the undersigned agrees and hereby relinguishes the undersigned's ownership in said option to Apex, and Apex may exercise such option for its own account. If the undersigned does not instruct the introducing broker to exercise the valuable option by the time stated above, and Apex for whatever reason, does not exercise such option on the undersigned's behalf, the undersigned hereby waives any and all claims for damage or loss which the undersigned might at the time or any time thereafter have against Apex arising out of the fact that the option was not exercised. The undersigned is aware that Apex utilizes a random method of allocation for all option(s) assignments received from the Option Clearing Corporation. Exercise assignment notices for options contracts are allocated among all customers' short positions within that series. This is accomplished by a manual procedure, which randomly selects from among all customer short positions, including positions established on the day of assignment, those contracts which are subject to exercise. All American short positions are liable for assignment at any time. The undersigned understands that a more detailed description of this procedure is available upon request by the undersigned.

5. Uncovered Options. The undersigned agrees that in connection with any uncovered options(s) for the undersigned's account, uncovered options are prohibited in IRA accounts. The undersigned agrees not to sell, during the life of the options in the account, the underlying securities collateralizing such options, including any cash or securities which may accrue on the underlying covered securities until such options are closed, exercised or expired or the undersigned has met the collateral requirements established by Apex and/or the introducing broker for carrying uncovered options. The undersigned also agrees that the introducing broker and/or Apex, in its respective sole discretion, may refuse any order to sell such underlying securities received from the undersigned or by means of a "give up" basis through another firm unless, prior to such sale, the undersigned has met the collateral requirements established by Apex and/or the introducing broker for carrying uncovered options. Apex has the right, in its sole discretion, to permit the undersigned to apply the proceeds of such sale to such collateral requirements.

6. Risks. The undersigned is aware of the high degree of risk involved in options transactions and has given the introducing broker, in strict confidence, information to demonstrate that this account and the trading anticipated in connection therewith is not unsuitable for the undersigned in light of the undersigned's investment objectives, financial situation and needs, experience and knowledge. The undersigned agrees to advise the introducing broker of any changes in the undersigned's investment objectives, financial situation or other circumstances that may be deemed to materially affect the suitability of executing options transactions for the undersigned's account.

The undersigned has reviewed the contents of the options account form and 7. Options Account Form, Disclosure Documents. represents that they are accurate. Although certain types of transactions are indicated as anticipated, Apex and the introducing broker may execute any other types of transactions for the undersigned's account upon the undersigned's instructions. The undersigned has received an Options Disclosure Document relating to options on the categories of underlying securities which the undersigned has been approved for trading.

8. Accounts Carried as Clearing Broker. The undersigned understands that Apex is carrying the accounts of the undersigned as clearing broker by arrangement with the undersigned's introducing broker through whose courtesy the account of the undersigned has been introduced to Apex. Until receipt from the undersigned of written notice to the contrary, Apex may accept and rely upon the introducing broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the undersigned's accounts. The undersigned represents that the undersigned understands that Apex acts only to clear trades introduced by the undersigned's introducing broker and to effect other back office functions for the undersigned's introducing broker. The undersigned confirms to Apex that the undersigned is relying for any advice concerning the undersigned's accounts solely on the undersigned's introducing broker. The undersigned understands that all representatives, employees and other agents with whom the undersigned communicates concerning the undersigned's account are agents of the introducing broker, and not Apex's representatives, employees or other agents. The undersigned understands that Apex will not review the undersigned's accounts and will have no responsibility for trades made in the undersigned's accounts, including but not limited to for appropriateness or suitability. Apex shall not be responsible or liable for any acts or omissions of the introducing broker or its representatives, employees or other agents. The execution of any such trades shall not be deemed to be an approval of such trades. 69183P-OPTA 04/25/2014

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

a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED; b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

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

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

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

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

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

10. <u>Other Agreements</u>. The undersigned agrees to be bounded by the terms of Apex's Retirement Custodial Account Agreement, Apex's Customer Account Agreement and/or Apex's Customer Margin and Short Account Agreement. The undersigned understands that copies of this agreement are available from Apex and, to the extent applicable, are incorporated by reference herein. The terms of this other agreement is in addition to the provisions of this Agreement and any other written agreements between Apex and the undersigned.

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

12. <u>Credit Check.</u> Apex is authorized, in Apex's discretion, should Apex for any reason deem it necessary for Apex's protection to request and obtain a consumer credit report for the undersigned.

**13.** <u>Miscellaneous.</u> The undersigned is aware of and agrees that this Agreement and all transactions in the undersigned's accounts shall be governed by the constitution, rules, regulations, customs, usages and bylaws of the Options Clearing Corporation and the Financial Industry Regulatory Authority, and all exchanges or other facilities upon which options are traded for the account of the undersigned. If any provisions of this Agreement are held to be unenforceable, it shall not affect any other provisions of this Agreement. The headings of each sections of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. The headings of each sections of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the law of the state of Texas and shall cover individually and collectively all accounts which the undersigned has previously opened, now has open or may open or reopen with Apex, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement and all provisions shall insure to the benefit of Apex and Apex's successors, whether by merger, consolidation or otherwise, Apex's assigns, the undersigned's introducing broker, and all other persons specified in Paragraph 9. Apex shall not be liable for losses caused directly or indirectly by any events beyond Apex's reasonable control, including without limitation, government restrictions, exchange or market rulings, and suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. Apex may transfer the accounts of the undersigned to Apex's successors and assigns of the undersigned.

#### SUPPLEMENTAL PROVISIONS

**A.** Pledging. The undersigned understands that under Section 408(e)(4) of the Internal Revenue Code of 1986, as amended, if the undersigned pledges any portion of the undersigned's IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in the undersigned's gross income for the taxable year in which the undersigned pledges the assets to the extent it represents earnings or be subject to excise taxes.

**B.** Prohibited Transactions. The undersigned understands that the extension of credit through margin, short selling positions, and uncovered options are not permitted in IRA accounts. If the undersigned or the undersigned's beneficiary engage in a prohibited transaction with the undersigned's IRA, as described in Section 4975 of the Internal Revenue Code of 1986, as amended, the undersigned's IRA may lose its tax-deferred or tax-exempt status, and the undersigned must generally include the value of the earnings in the undersigned account in gross income for the taxable year the undersigned engages in the prohibited transactions.

**C. ERISA.** The undersigned hereby represents, warrants, and covenants that the undersigned's IRA is not subject to the Employee Retirement Income Security Act of 1974, as amended, and the undersigned will not engage in any transaction in the undersigned's IRA that involves any extension of credit by Apex.

**D.** No Advice. The undersigned has been provided with an opportunity to consult with the undersigned's tax adviser regarding the advisability of holding options or conducting options strategies in the undersigned's IRA account. The undersigned has not and will not, rely on Apex for legal or tax advice in connection with engaging in options transactions in the undersigned's IRA. The undersigned will not hold Apex responsible for any adverse tax consequences or penalties that the undersigned or the undersigned's IRA may incur in connection with options transactions.

**E. Obligations.** The undersigned understands that the undersigned is solely responsible for ensuring that sufficient assets are maintained in the undersigned's IRA to cover all potential obligations arising from the holding of options and conducting any options strategies, including any potential assignment and exercise. The undersigned acknowledges responsibility for not conducting options transactions that can result in liabilities or obligations in excess of the undersigned's IRA account balance. Apex shall not be responsible for the dishonor of any transaction due to an insufficient balance in the undersigned IRA. If an assignment creates a short position or debit balance, Apex is authorized to immediately cover deficit in the undersigned's IRA with other assets in the undersigned IRA account.

**F. Indemnification.** By signing this Agreement, the undersigned hereby agrees to indemnify and hold Apex, Apex's affiliates, and their respective officers, directors, employees and agents, and their respective successors and assigns, harmless from and against any and all losses (including but not limited to consequential damages), liabilities, tax consequences (including excise taxes, penalties and interest), demands, claims and expenses, attorneys' fees, damages (including consequential, incidental, special or exemplary) arising out of any actions or omissions by Apex, or Apex's agents in connection herewith, which are not caused by Apex's gross negligence or willful misconduct. This provision shall survive the termination of this Agreement and shall be binding upon, and inure to the benefit of, each party's respective successors, assigns, heirs, and personal representatives.

#### G. Option Levels

- Level 1 Covered calls, including: Covered calls sold against stocks held long in your brokerage account Buy-writes (simultaneously buying a stock and writing a covered call) Covered call roll-ups/roll-downs
- Level 2 All Level 1 strategies, plus: Married puts Long calls Long puts Long straddles Long strangles Covered puts (short stock and short put position)
- Level 3 All Levels 1 and 2 strategies, plus: Equity debit spreads Equity credit spreads Equity calendar/diagonal spreads Index debit spreads Index credit spreads Index calendar/diagonal spreads
- Level 4 All Level 1, 2, and 3 strategies, plus: Naked equity puts
- Level 5 All Level 1, 2, 3, and 4 strategies, plus: Naked equity calls
- Level 6 All Level 1, 2, 3, 4 and 5 strategies, plus: Naked index calls Naked index puts

# **SOGOTRADE**

Account No.

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

#### CUSTOMER MARGIN AND SHORT ACCOUNT AGREEMENT

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

1. <u>Applicable Rules and Regulations</u>. All transactions shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

2. <u>Definitions</u>. "Introducing broker" means any brokerage firm, which introduces securities transactions on behalf of the Customer, which transactions are cleared through you, whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "You", "your" or "Apex" refers to Apex Clearing Corporation. "Customer" refers to the party or parties signing this agreement.

3. **Breach: Security Interest.** Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy0in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property now or hereafter held, carried or maintained by you in or for any of the accounts of the Customer (either individually or jointly with others), now or hereafter opened, including any accounts in which the Customer may have an interest, shall be subject to a first and prior lien and 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, advances with respect to such securities and other property, and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such accurities and other property and you are hereb

4. <u>Liquidation</u>. In the event of the death of the Customer, or in the event the margin in any account in which the Customer has an interest shall in either your or the Introducing Broker's discretion become unsatisfactory to either you or the introducing broker, or be deemed insufficient by either you or the introducing broker, you are hereby authorized; (a) to sell any or all securities or other property which you may hold for the Customer (either individually or jointly with others); (b) to buy any or all securities and other property which may be short in such accounts; and/or (c) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of your rights provided herein. You may likewise accept and rely upon instructions which you receive from the introducing broker to effect any of the aforementioned transactions (as noted in (a), (b), and (c)). You shall have the discretion to determine which securities and other property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at your discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and you may be the purchaser for your own account.

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

6. <u>Payment of Indebtedness Upon Demand</u>. The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 4 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.

7. <u>Liability for Costs of Collection</u>. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer.

8. Accounts Carried as Clearing Broker. The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker (a) orders for the purchase or sale of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker and not your representatives, employees or other agents. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker and the cost 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.

9. <u>Communications</u>. You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and

the latter within ten (10) days, after forwarding by you to the Customer by mail or otherwise.

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

a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;

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

c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

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

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

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

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

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

11. <u>Hypothecation</u>. Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by you, or carried by you in any account for the Customer (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re@hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as payments received in@lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to the Customer upon demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by the Customer originally. Any securities in the Customer's margin or short account may be borrowed by you, or lent to others.

12. Interest. Debit balances in all the accounts of the Customer shall be charged with interest in accordance with your established custom, as disclosed to the Customer in the Customer Information Brochure pursuant to the provisions of Rule 10b016 of the Securities Exchange Act.

13. <u>Margin.</u> The Customer agrees to maintain in all accounts with you such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. The Customer agrees to promptly satisfy all margin and maintenance calls.

14. <u>Sales</u>. The Customer agrees to specifically designate any order to sell a security, which the Customer does not own as a short sale, and understands that you will mark such order as a short sale. The Customer agrees that any order which is not specifically designated as a short sale is a sale of securities owned by the Customer, and that the Customer will deliver the securities on or before settlement date, if not already in the account. If the Customer should fail to make such delivery in the time required, you are authorized to borrow such securities as necessary to make delivery for the Customer's sale, and the Customer agrees to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.

15. **Representations.** The Customer represents that the Customer is of majority age, that the Customer is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or a member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. If the Customer is a corporation, partnership, trust or other entity, the Customer represents that its governing instruments permit this Agreement, that all applicable persons have authorized this Agreement and that the Customer's signatory is authorized to bind the Customer. The Customer represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

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

17. <u>Other Agreements</u>. The Customer agrees to be bound by the terms of your **New Account Application/Customer Account Agreement**. If the Customer trades any options, the Customer agrees to be bound by the terms of your **Option Agreement**. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.

18. Data Not Guaranteed. The Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non0infringement. 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 of completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the Customer or any third party for the accuracy, timeliness, or completeness of any information made available to the Customer or for any decision made or taken by the Customer in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.

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

20. <u>Miscellaneous</u> If any provision of this Agreement is held to be unenforceable; it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of your successors, whether by merger, consolidation or otherwise, your assigns, the Customer's Introducing without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You may transfer the accounts of the Customer to your successors and assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Customer.

21. <u>Account Protection</u>. As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 37108300 or visit www.sipc.org. Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to an aggregate of \$600 million. This is provided to pay amounts in addition to those returned in a SIPC liquidation. This additional insurance policy is limited to a combined return to any customer from a Trustee, SIPC and London Underwriters of \$150 million, including cash of up to \$2.15 million. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

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

| Date of Delivery of Margin Disclosure Statement:  | For use by entity accounts only (i.e. corporations, partnerships, trusts):  |
|---|---|
| For Use by Individuals, including joint accounts: | Is this account for a foreign bank? 🔲 Yes 🛛 🗌 No – If Yes, please list      |
|   | Agent for service of process:   |
| Signature:  | Is this account for a foreign shell bank?                                   |
| Print Name:                                       | Does this firm offer services to a foreign shell bank? $\Box$ Yes $\Box$ No |
|   | If you answered yes to any of the above questions, Corporation will need to |
| Signature (Second Party, If Joint Account):       | complete Certification Regarding Correspondent Accounts                     |
|   |   |
| Print Name:                                       | Signature:  |
|   |   |
| Date:   | Print Name:   |
|   | Title: Date:  |

|              | W-8BEN   | Certificate of Foreign<br>States Tax Withho  | Status of Beneficial<br>Iding and Reporting  |                        |                   |                                       |
|--------------|--|--|--|------------------------|-------------------|---------------------------------------|
| `<br>Departn | ebruary 2014)<br>nent of the Treasury<br>Revenue Service | Information about Form W-8BEN  | duals. Entities must use Form \<br>and its separate instructions is<br>thholding agent or payer. Do no | at www.irs.gov/form    | w8ben.            | OMB No. 1545-1621                     |
| Do NO        | T use this form if                                       |  |  |                        |                   | Instead, use Form:                    |
| • You        | are NOT an individ                                       | ual  |  |                        |                   | W-8BEN-E                              |
|              |  | or other U.S. person, including a resident   | alien individual   |                        |                   | W-9                                   |
| • You        | are a beneficial ow                                      | reaction of the period is a second of the se | onnected with the conduct of   | trade or business v    | within the U.S    |                                       |
| • You        | are a beneficial ow                                      | ner who is receiving compensation for p  | ersonal services performed i   | n the United States    |                   | 8233 or W-4                           |
| • A pe       | rson acting as an i                                      | ntermediarv  |  |                        |                   | W-8IMY                                |
|              | <u> </u>   | -  |  |                        |                   |                                       |
| Par          |  | ation of Beneficial Owner (see<br>al who is the beneficial owner   | instructions)  | 2 Country of ci        | tizonshin         |                                       |
| •            |  |  |  |                        | uzensnip          |                                       |
| 3            | Permanent reside   | ence address (street, apt. or suite no., or  | rural route). <b>Do not use a P.</b>   | O. box or in-care-     | of address.       |                                       |
|              | City or town, stat                                       | e or province. Include postal code wher  | e appropriate.   |                        | Country           |                                       |
| 4            | Mailing address (  | if different from above)   |  |                        |                   |                                       |
|              | City or town, stat                                       | e or province. Include postal code wher  | e appropriate.   |                        | Country           |                                       |
| 5            | U.S. taxpayer ide  | entification number (SSN or ITIN), if requ   | ired (see instructions)  | 6 Foreign tax io       | dentifying nu     | mber (see instructions)               |
| 7            | Reference number   | er(s) (see instructions)   | 8 Date of birth (MM-DD-  | YYYY) (see instructi   | ons)              |                                       |
| Part         | Claim of   | Tax Treaty Benefits (for chapt   | er 3 purposes only) (see   | e instructions)        |                   |                                       |
| 9            |  | a subficial accuracy is a precisional of   |  | within the             | meaning of        | the income tax treaty                 |
| •            | 2  | ted States and that country.   |  |                        | <b>J</b>          | · · · · · · · · · · · · · · · · · · · |
| 10           |  | d conditions (if applicable – see instruc  | tions): The beneficial owner is  | s claiming the provi   | sions of Artic    | le                                    |
|              | of the treaty iden                                       | tified on line 9 above to claim a  | % rate of with   | nolding on (specify    | type of incon     | ne):                                  |
|              | Explain the reaso  | ons the beneficial owner meets the terms   |  |                        |                   | ··                                    |
|              |  |  |  |                        |                   |                                       |
| Part         | III Certifica  | ation  |  |                        |                   |                                       |
| Under        |  | declare that I have examined the information   | on this form and to the best of my   | v knowledge and belief | it is true, corre | ect, and complete. I further          |
| •            |  | that is the beneficial owner (or am authorized to document myself as an individual that is an  |  |                        |                   | to which this form relates or         |
| •            | The person named   | on line 1 of this form is not a U.S. person,   |  |                        |                   |                                       |
| •            |  | ch this form relates is:   |  |                        |                   |                                       |
|              | (a) not effectively co                                   | onnected with the conduct of a trade or busin  | ess in the United States,  |                        |                   |                                       |
|              | (b) effectively conne                                    | ected but is not subject to tax under an applic  | able income tax treaty, or   |                        |                   |                                       |
|              | (c) the partner's sha                                    | are of a partnership's effectively connected in  | come,  |                        |                   |                                       |

- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

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

| Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) |
|---|-------------------|

Print name of signer

For Paperwork Reduction Act Notice, see separate instructions.

Capacity in which acting (if form is not signed by beneficial owner)

|              | W-8BEN   | Certificate of Foreign<br>States Tax Withho  | Status of Beneficial<br>Iding and Reporting  |                        |                   |                                       |
|--------------|--|--|--|------------------------|-------------------|---------------------------------------|
| `<br>Departn | ebruary 2014)<br>nent of the Treasury<br>Revenue Service | Information about Form W-8BEN  | duals. Entities must use Form \<br>and its separate instructions is<br>thholding agent or payer. Do no | at www.irs.gov/form    | w8ben.            | OMB No. 1545-1621                     |
| Do NO        | T use this form if                                       |  |  |                        |                   | Instead, use Form:                    |
| • You        | are NOT an individ                                       | ual  |  |                        |                   | W-8BEN-E                              |
|              |  | or other U.S. person, including a resident   | alien individual   |                        |                   | W-9                                   |
| • You        | are a beneficial ow                                      | reaction of the period is a second of the se | onnected with the conduct of   | trade or business v    | within the U.S    |                                       |
| • You        | are a beneficial ow                                      | ner who is receiving compensation for p  | ersonal services performed i   | n the United States    |                   | 8233 or W-4                           |
| • A pe       | rson acting as an i                                      | ntermediarv  |  |                        |                   | W-8IMY                                |
|              | <u> </u>   | •  |  |                        |                   |                                       |
| Par          |  | ation of Beneficial Owner (see<br>al who is the beneficial owner   | instructions)  | 2 Country of ci        | tizenshin         |                                       |
| •            |  |  |  |                        | uzensnip          |                                       |
| 3            | Permanent reside   | ence address (street, apt. or suite no., or  | rural route). <b>Do not use a P.</b>   | O. box or in-care-     | of address.       |                                       |
|              | City or town, stat                                       | e or province. Include postal code wher  | e appropriate.   |                        | Country           |                                       |
| 4            | Mailing address (  | if different from above)   |  |                        |                   |                                       |
|              | City or town, stat                                       | e or province. Include postal code wher  | e appropriate.   |                        | Country           |                                       |
| 5            | U.S. taxpayer ide  | entification number (SSN or ITIN), if requ   | ired (see instructions)  | 6 Foreign tax io       | dentifying nu     | mber (see instructions)               |
| 7            | Reference number   | er(s) (see instructions)   | 8 Date of birth (MM-DD-  | YYYY) (see instructi   | ons)              |                                       |
| Part         | Claim of   | Tax Treaty Benefits (for chapt   | er 3 purposes only) (see   | e instructions)        |                   |                                       |
| 9            |  | a subficial accuracy is a precisional of   |  | within the             | meaning of        | the income tax treaty                 |
| •            | 2  | ted States and that country.   |  |                        | <b>J</b>          | · · · · · · · · · · · · · · · · · · · |
| 10           |  | d conditions (if applicable – see instruc  | tions): The beneficial owner is  | s claiming the provi   | sions of Artic    | le                                    |
|              | of the treaty iden                                       | tified on line 9 above to claim a  | % rate of with   | nolding on (specify    | type of incon     | ne):                                  |
|              | Explain the reaso  | ons the beneficial owner meets the terms   |  |                        |                   | ··                                    |
|              |  |  |  |                        |                   |                                       |
| Part         | III Certifica  | ation  |  |                        |                   |                                       |
| Under        |  | declare that I have examined the information   | on this form and to the best of my   | v knowledge and belief | it is true, corre | ect, and complete. I further          |
| •            |  | that is the beneficial owner (or am authorized to document myself as an individual that is an  |  |                        |                   | to which this form relates or         |
| •            | The person named   | on line 1 of this form is not a U.S. person,   |  |                        |                   |                                       |
| •            |  | ch this form relates is:   |  |                        |                   |                                       |
|              | (a) not effectively co                                   | onnected with the conduct of a trade or busin  | ess in the United States,  |                        |                   |                                       |
|              | (b) effectively conne                                    | ected but is not subject to tax under an applic  | able income tax treaty, or   |                        |                   |                                       |
|              | (c) the partner's sha                                    | are of a partnership's effectively connected in  | come,  |                        |                   |                                       |

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| Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) |
|---|-------------------|

Print name of signer

For Paperwork Reduction Act Notice, see separate instructions.

Capacity in which acting (if form is not signed by beneficial owner)