

Thank you for choosing SogoTrade!

Our priority in servicing our new 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.
☐ Limited Liability Company Account Documents
☐ W9 Certification Form For Limited Liability Company Tax ID
☐ Copy of the "Article of Limited Liability Company" / "Operating Agreement" *
□ Copy of Driver's License for all Managing Members *
☐ Limited Liability Compay Tax ID Confirmation from the IRS*
□ 3 preferred user IDs (letters and numbers only, between 6-32 in length) * We will make a selection based on the availability. Once the User ID is assigned to your account, a password will be generated automatically from our system, which you will be informed. You may then change your password to your choice.
* These documents are provided by the customer and not by SogoTrade.

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

Attention: New Account Department



ACCOUNT NUMBER	
BRANCH NUMBER	

I (We) would like to open a brokerage account with the Introducing Broker (my Broker) to be carried by Apex Clearing Corporation ACCOUNT INFORMATION (NOTE: ALLINFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT

	TOTAL MOTIFICION (MOTI			TED./TELAGETTIE	OKTIMIT								
Account Type	☐ CASH (Customer A	ccount Agreement	following this application	on)	☐ MARG	illN (Reque	est Margin and T	ruth in Lend	ling Agreen	nents)			
Customer Type	□ Partnership (Partnership Agreement is required) □ Foreign Bank (Foreign Certificate Regarding Foreign Banks is required) □ Foreign Financial Institution □ Other (Please specify) □ Limited Liability Company (LLC Agreement is required) Enter the tax classification (C=C corporation, S=S corporation, P=partnership):												
Account	ACCOUNTNAME								SOC. SE	C. OR TAX	I.D. NO.		
Information							STATE		ZIP CODE				
	AUTHORIZED SIGNOR:				EMAIL	:							
	DATE OF BIRTH	OF BIRTH SOCIAL SECURITY NUMBER U.S. Citizen				1	IF NO, WHAT COUNTRY?						
	in the second se						C D		□ VEC				
						Business P.O. Box	□ NO						
	MAILING ADDRESS (If Dif	ferent than Busines	s Address)		CIT	Y				STATE	ZIP (CODE	
	ATTENTION:				1					1	'		
	HAVE YOU GRANTED TR	ADING AUTHORIZ	ATION TO ANOTHER	R PARTY?									
	□ Yes □ No If	Yes, Request Trad	ing Authorization Forn	n and provide name of	f agent								
Additional	Is the account maintained fo	r a current or former	Politically Exposed Pe	erson or Public Official	(includes U.	S. and Fore	eign Individuals)?	□ Yes	/ 🗆 N	0			
Account	If yes, please provide the na	ames of that official	and official's immediat	te family members (inc	cludina form	er spouses	s).	Official and I	mmediate Famil	ly Member(s)			
Information	If yes, please provide the na			,				Political Orga	anization				
	Is the account maintained for	·		d by Title 30 of the Co	nde of Feder	al Regulat	ions?	□ Yes	/ 🗆 No	0			
	If yes, please complete the					ai regulat	10113:						
	Is this account a Foreign Bank organized under foreign law and located outside of the United States as defined by Title 31 of the Code of Federal Regulations? If "yes", please ensure the "Certification Regarding Correspondent Accounts" is complete (in addition to the "Foreign Financial Institution Due Diligence Questionnaire" form). NOTE: Broker-dealers are prohibited from establishing, maintaining, administering or managing correspondent accounts in the United States for foreign shell banks. The prohibition does not include foreign shell banks that are regulated affiliates.												
	If yes, please list U.S. Agen	t for service of proc	ess.										
Suitability	TIME HORIZON The number of years pl	anned to invest	to achieve a partic	cular financial goal			Y NEEDS e account ass			kly and eas ut experien			
Information	□ Short (Less than 3 Years) (01) □ Longest (8 years or more) (03) □ Very Important (01) □ Not Important (03) □ Somewhat Important (02)						0 0						
Investment	INVESTMENT OBJECTIVE	INVESTMENT EXPERIENCE	ANNUAL INCOME (from all sources)			LIQUID NET WORTH (cash & liquid investments only)			TOTAL NET (excluding re		то	RISK LERANCE	
Profile	☐ Capital Preservation (05) ☐ Income (04) ☐ Growth (03) ☐ Speculation (06) ☐ Other (08)	□ None (00) □ Limited (01) □ Good (02) □ Extensive (03)	□ \$50,001 to \$100,000	□ \$200,001 to \$ (02) □ \$300,001 to \$ 0 (03) □ \$500,001 to \$ 00 (23) □ Over \$1,200,00	500,000 (25) 1,200,000 (26	Unde \$50,0 \$100 \$200 \$500 \$1,00	er \$50,000 (01) 001 to \$100,000 (02,001 to \$200,000 (2,001 to \$500,000 (2,001 to \$5,000,000 (26,001 to \$5,000,000 (26)	2)	nder \$50,000 50,001 to \$10 100,001 to \$2 200,001 to \$5 500,001 to \$1	0 (01) 00,000 (02) 200,000 (22) 500,000 (23) 1,000,000 (24) \$5,000,000 (25)	Low (Medii	01) um (02) (03)	
Sandaa	SV/EAP: Cast	in Malgino	abla)		WHEN S		TIES ARE SOI		vci 40,000,00	DIVIDEN	NDS*·		
Service Instructions	WHEN SECURITIES ARE SOLD: In making this selection, I (we) acknowledge that I (we) have read Section 17 of the Customer Account Agreement and have been made aware of the general terms and conditions of the products available through the sweep program.						RCHASEI	D, Hold (2)					
	*In conjunction with "Hold Dividends", by selecting "Sweep" your credit balances will automatically be money market swept. Other alternatives for dividend distribution or requests for physical certificate delivery may be available. Contact your broker.												
Direct Communication Rule 14b-1(c)	Rule 14B-1(c) of the Secur beneficial owners of the iss communication only. If you	suer's securities, wh	ich are held by us in y	our account in nomine	ee name. Th	ie issuer w		d to use you	ır name and	d other relate			
W-9 Certification	Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be is sued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined below), and (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Definition of a U.S. person. For federal tax return pur proses, you are considered a U.S. pers on if you are: An individual who is a U.S. citizen or U.S. resident alien, A p artnership, corporation, company, or association created or org anized in the United States or under the laws of the U nited States, An estate (other than a foreign estate e), or A domestic trust (as defined in Regulations s ection 301.7701-7). The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.												
Signatures	I authorize Apex Clearing Corporation ("Apex") to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, Apex will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied, as a result of the consumer report verification, I authorize Apex to provide to my introducing broker the reason(s) for such denial. BYSIGNINGTHISAPPLICATION, I (WE)ACKNOWLEDGETHE FOLLOWING: (1) THAT, PAGE 2 PARAGRAPH 8 OF THE CUSTOMER ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM, (2) RECEIPT OF A COPY OF THE CUSTOMER ACCOUNT AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.												
	ARBITRATE ANY CO A COPY OF THE CUS	TOMER ACCOU	INT AGREEMENT	FOLLOWING TI				JR) AGRE	LENIENI	WITH THI	E TERMS	,	
	ARBITRATE ANY CO A COPY OF THE CUS	TOMER ACCOU	INT AGREEMENT	FOLLOWING TI				JR) AGRE	LEWIENT	WITH THI		ATE	
	ARBITRATE ANY CO A COPY OF THE CUS THEREIN AND (3) TH SIGNATURE	TOMER ACCOU E INFORMATIO	INT AGREEMENT	FOLLOWING TI	TE AND C	CORREC	т.	,					
For Office Use	ARBITRATE ANY CO A COPY OF THE CUS THEREIN AND (3) TH SIGNATURE	TOMER ACCOU E INFORMATIO	JNT AGREEMENT ON PROVIDED AB	FOLLOWING THE OVE IS ACCURATE	TE AND C	CORREC	T.	JSTOMER lust be Compl	ID VERIFIE				
For Office Use Only	ARBITRATE ANY CO A COPY OF THE CUS THEREIN AND (3) TH SIGNATURE	TOMER ACCOU E INFORMATIO	JNT AGREEMENT IN PROVIDED AB	FOLLOWING THE OVE IS ACCURATE	FE AND C	CORREC	T.	JSTOMER lust be Compl	ID VERIFIE	ED	D		

CUSTOMER ACCOUNT AGREEMENT

This Customer Account Agreement (the "Agreement") sets forth the respective rights and obligations of Apex Clearing Corporation ("you" 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. <u>Definitions.</u> "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.
- 2A. Investment Objective Definitions. "Capital Preservation" a conservative investment strategy characterized by a desire to avoid risk of loss; "Income" strategy focused on current income rather than capital appreciation; "Growth" investing in stocks with strong earnings and/or revenue growth or potential; "Speculation" taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
- 3. Breach; Security Interest. Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property belonging to the Customer or in which the Customer may have an interest held by you or carried in any of the Customer's accounts with you (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of the Customer's obligations to you, wherever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such securities and other property among any of the Customer's accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer. The Customer understands that because of circumstances beyond broker-dealers control, its customers' voting rights may be impaired. For example, if the stock of a company that another customer has purchased has not yet been received from the seller(s), then other customers' abilities to vote that company's stock could be impaired until those shares are received. In addition, if the stock of a company that the Customer has purchased has not yet been received from the seller(s), then payments received by the Customer from the Introducing Broker, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.
- 4. Cancellation. You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the Customer, in whole or in part, or to close out any commitment made on behalf of the Customer.
- 5. Payment of Indebtedness Upon Demand. The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 3 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.
- 6. Accounts Carried as Clearing Broker. The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's introducing broker. The Customer confirms to you that the Customer is relying for any advice concerning the Customer's accounts solely on the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker, and not your representatives, employees or other agents and the

Customer will in no way hold you liable for any trading losses that the Customer may incur. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as clearing broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim. The Customer understands you shall be entitled to exercise and enforce directly against the Customer all rights granted to the Introducing Broker.

- 6A. Accounts Carried as Custodian. In some cases the Customer's account is being carried by arrangement with the Customer's Investment Advisor or Investment Manager, who uses you as their Broker-Dealer custodian. The Customer acknowledges that your role as custodian is to hold or custody account assets, distribute or collect funds on behalf of the Customer's account, execute and clear trades under instruction of the Customer's Investment Advisor or Investment Manager, generate account statements and provide other custodial services as may be mandated by various regulatory standards and requirements. The Customer understands that in the capacity as custodian, you will not offer investment advice, review the Customer's accounts, and will have no responsibility for trades made in the Customer's accounts. Additionally, in your capacity as custodian, you will not verify the accuracy of management fees that the Customer pays to Investment Advisors or Investment Managers pursuant to the terms of the Investment Management Agreement executed between the Customer and the Investment Advisor or Investment Manager. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as custodial broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim.
- 7. Communications. You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you by mail or otherwise. In consideration of your sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally.
- 8. ARBITRATION AGREEMENT. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:
- a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;
- b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS:
- d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- e. THE PANEL OF ARBITRATORS **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

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

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

- 10. Joint Accounts. If the New Account Application indicates that the Account shall consist of more than one person, the Customer's obligations under this Agreement shall be joint and several. References to the "Customer" shall include each of the customers identified on the New Account Application. You may rely on transfer or other instructions from any one of the Customers in a joint account, and such instructions shall be binding on each of the Customers. You may deliver securities or other property to, and send confirmations; notices, statements and communications of every kind, to any one of the Customers, and such action shall be binding on each of the Customers. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety is not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.
- 11. Other Agreements. If the Customer trades any options, the Customer agrees to be bound by the terms of your Customer Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.
- 12. Data Not Guaranteed. The Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The Customer acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy 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.
- 16. SIPC Protection. As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org. 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.
- 18. Tax Treaty Eligibility. This agreement shall serve as the Customer's certification that you are eligible to receive tax treaty benefits between the country or (of) residence indicated on the new account form and the country(ies) of origin holding jurisdiction over the instruments held within the customer's account.



In consideration of your opening and carryi	ng a limited liability company account	in the name of
;	a duly organized limited liability compa	any (the "LLC") organized under the laws
of the state of	with your Introduct	ing Broker ("You" or the "Introducing
Broker"), which will be carried by Apex Cle	earing Corporation (the "Clearing Broke	r"), of which the undersigned is a duly
elected or authorized member of the LLC, the	ne undersigned agrees that each of the following	lowing persons, to wit:
Name:	ID #:	
Signature:	ID Type:	
SSN, Fed ID, Cedula, NIT#:	Issued By:	
Date of Birth:	Issue Date:	Expiration Date:
Address:	·	·
Name:	ID #:	
Signature:	ID Type:	
SSN, Fed ID, Cedula, NIT#:	Issued By:	
Date of Birth:	Issue Date:	Expiration Date:
Address:	·	
Name:	ID #:	
Signature:	ID Type:	
SSN, Fed ID, Cedula, NIT#:	Issued By:	
Date of Birth:	Issue Date:	Expiration Date:
Address:	-	
Name:	ID #:	
Signature:	ID Type:	
SSN, Fed ID, Cedula, NIT#:	Issued By:	
Date of Birth:	Issue Date:	Expiration Date:
Address:		1

are hereby appointed the authorized agents and attorneys-in-fact of the LLC (the "Authorized Agents"), and shall have authority on behalf of the LLC, and for its account and risk, to buy, sell (including short sales), tender, convert, exchange, trade and otherwise deal in, through you as brokers, stocks, bonds, options and any other securities (on margin or otherwise) in accordance with your terms and conditions for the LLC account.

You and the Clearing Broker are authorized to follow the instructions of the Authorized Agents in every respect concerning said account, and to deliver to them on behalf of the LLC account all demands, notices, confirmations, reports, statements of accounts, and communications of every kind; to deliver to them on behalf of the LLC account money, securities, and property of every kind, and to follow the orders of said Authorized Agents, regarding the same. The Authorized Agents are hereby authorized to execute and deliver on behalf of the LLC 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 and the Clearing Broker on behalf of the LLC account as fully and completely as if each alone were interested in said accounts, all without notice to the other or others interested in said accounts.

This Authorization and indemnity is in addition to, and in no way limits or restricts, any rights which you and the Clearing Broker have under any other agreement or agreements between you and the Clearing Broker and the undersigned, or any of them, now existing or hereafter entered into, and is binding on the LLC and its legal representatives, successors and assigns. This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by a written notice, addressed to you and delivered to you at your principal office. No such revocation shall affect any liability arising out of any transaction initiated prior to such revocation. The undersigned, jointly and severally agree to indemnify and hold you and the Clearing Broker harmless from and to pay you or the Clearing Broker promptly on demand any debit balance in said account, including any loss or debit balance resulting from transactions initiated prior to receipt of such revocation. The undersigned hereby certify that the members of the LLC are as follows:*

Name	Occupation
*or attach signature page(s) of the LLC's C	erating Agreement
LLC, to take such proceedings, require some Clearing Broker may deem advisable to	the Clearing Broker, in the event of death or retirement of any of the members of the h papers, retain such portions or restrict transactions in said account as you or the rotect you and the Clearing Broker against any liability, penalty or loss under any or the agreed that in the event of the death or retirement of any member of the ely cause you to be notified of such fact.
individually and collectively all accounts reopen with you, and shall inure to the	enforcement shall be governed by the laws of the State of New York, shall cover covered by this agreement and authorization which the undersigned may open of benefit of your present organization, and any successor organization, irrespective of the personnel thereof for any cause whatsoever, and of the assigns of your present
	ities and other property (not applicable to cash accounts): each of the undersigned has nt and Customer's Loan Consent which are intended to cover, in addition to the LLC is to be carried.
Very truly yours,	
Dated	Managing Member(s)

PF10026-ULLC 11/20/2013



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line bla	nk.						
ge 2.	Business name/disregarded entity name, if different from above							
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type Instruction	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate be the tax classification of the single-member owner.	Exemption from FATCA reporting code (if any)						
<u>اۃ</u> ۃ	Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)					
l ecific	5 Address (number, street, and apt. or suite no.)	Requester's nam	e and address (optional)					
See S p	6 City, state, and ZIP code							
	7 List account number(s) here (optional)	-						
Par	Taxpayer Identification Number (TIN)							
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to	avoia	security number					
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>								
TIN or	page 3.	or						
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.			er identification number					
Par	II Certification							
Under	penalties of perjury, I certify that:							
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting	for a number to be	issued to me); and					
Sei	n not subject to backup withholding because: (a) I am exempt from backup withholding, o vice (IRS) that I am subject to backup withholding as a result of a failure to report all intere onger subject to backup withholding; and							
3. I ar	a U.S. citizen or other U.S. person (defined below); and							
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA repo	rting is correct.						
interes genera instruc	cation instructions. You must cross out item 2 above if you have been notified by the IRse you have failed to report all interest and dividends on your tax return. For real estate trate paid, acquisition or abandonment of secured property, cancellation of debt, contribution lly, payments other than interest and dividends, you are not required to sign the certifications on page 3.	nsactions, item 2 o s to an individual r	does not apply. For mortgage etirement arrangement (IRA), and					
Sign Here	Signature of U.S. person ▶	Date ►						

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.