

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.

➤ **Coverdell Education IRA Account Application**

➤ **Copy of Driver's License**

➤ **Proof of Address** (If address on application is not on ID) - any financial bank statement, utility bill, or similar statement within 3 months. (Please make sure the submitted proof of address matches what you entered on your application)

➤ **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](mailto: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

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*Custodial  
Education  
Savings  
Account  
Agreement  
and  
Coverdell  
ESA  
Custodial  
Agreement*

# COVERDELL ESA Education Savings Account

## Plan Establishment:

Forms needed to establish a **Coverdell ESA**:

1. Coverdell ESA Account Application (*Important: The signature of the Responsible Individual should be obtained if someone other than the Depositor will be the Responsible Individual.*)
2. Authorization to Transfer Plan Assets to Successor Custodian (complete only if appropriate).

Send completed forms along with initial contribution check(s) to your personal broker. All forms should have original signatures and checks should be made payable to **Apex Clearing Corporation**.

**NOTE:** An individual cash account will be opened with Apex Clearing Corporation. The term "beneficiary" used throughout this document refers to the student or child. The title of this account will be:

*Child's Name (Beneficiary)*  
**Education Savings Account**  
*Guardian's Name (Guardian)*  
**Apex Clearing Corporation, Custodian**

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(Address)

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(Address)

## Eligibility:

Any Individuals who fall within certain income limits may make contributions up to \$2,000 per year on behalf of a child under the age of 18. • Single tax filers with annual adjusted gross income (AGI) up to \$95,000 or married couples with AGI up to \$190,000 are eligible to make the maximum annual contribution to a Coverdell ESA. The amount that may be contributed is gradually reduced to zero at AGI levels between \$95,000 and \$110,000 for single filers and between \$190,000 and \$220,000 for joint filers.

## Tax Deferred Earnings / Tax Free Withdrawals:

While contributions are not tax deductible, the earnings in the account grow on a tax deferred basis and distributions are tax free if used to pay qualified higher education expenses. • Qualified higher education expenses include college level tuition, fees, books, equipment, and basic room and board. • Any withdrawals not used for qualified education expenses are subject to both income taxes and a 10% IRS penalty and must be distributed to the Designated Beneficiary within 30 days of their 30th birthday.

**BEFORE EXECUTING THESE FORMS YOU SHOULD CONSULT WITH YOUR ATTORNEY OR TAX ADVISOR TO DETERMINE WHETHER THIS ESA WILL ACCOMPLISH YOUR GOALS.**

# COVERDELL EDUCATION SAVINGS ACCOUNT

## Apex Clearing Corporation, Custodial ESA Account Agreement

ACCOUNT NUMBER

### 1. ESA Designated Beneficiary (Student/ Child)

Please print. All Information must be completed in order for your account to be processed.

FULL NAME OF BENEFICIARY (First/ Middle/ Last)

SOCIAL SECURITY NUMBER

DATE OF BIRTH

HOME ADDRESS (P.O. Box is not sufficient)

CITY/ STATE/ ZIP CODE

HOME TELEPHONE NUMBER

EMAIL ADDRESS

### 2. Depositor

FULL NAME

ADDRESS

SOCIAL SECURITY NUMBER

CITY/ STATE/ ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

BUSINESS ADDRESS

CITY/ STATE/ ZIP CODE

BUSINESS TELEPHONE NUMBER

PLEASE INDICATE THE ADDRESS TO WHICH ALL MAIL SHOULD BE SENT

☐ Home ☐ Business ☐ P.O. Box

P.O. BOX/ CITY/ STATE/ ZIP CODE

NAME OF YOUR BANK

BANK ACCOUNT NUMBER

COUNTRY OF CITIZENSHIP

COUNTRY OF LEGAL RESIDENCE

OCCUPATION

EMPLOYER

IF YOU ARE AFFILIATED WITH OR WORK FOR A SECURITIES FIRM, PLEASE SPECIFY COMPANY.

IF YOU ARE A DIRECTOR, 10% SHAREHOLDER OR POLICY-MAKING OFFICER OF A PUBLICLY TRADED COMPANY, PLEASE SPECIFY THE COMPANY.

HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY?

☐ Yes ☐ No

IF YES, REQUEST TRADING AUTHORIZATION FORM AND PROVIDE NAME OF AGENT

☐ If you do not want your name, address and security position released to requesting companies in which you hold securities, please check here.

### 3. Investment Profile

INVESTMENT OBJECTIVE	INVESTMENT EXPERIENCE	ANNUAL INCOME (from all sources)	LIQUID NET WORTH (cash & liquid investments only)	ESTIMATED NET WORTH (excluding residence)	RISK TOLERANCE
<input type="checkbox"/> Capital Preservation (05)	<input type="checkbox"/> None (00)	<input type="checkbox"/> Under \$25,000 (01)	<input type="checkbox"/> Under \$50,000 (01)	<input type="checkbox"/> Under \$50,000 (01)	<input type="checkbox"/> Low (01)
<input type="checkbox"/> Income (04)	<input type="checkbox"/> Limited (01)	<input type="checkbox"/> \$25,001 to \$50,000 (02)	<input type="checkbox"/> \$50,001 to \$100,000 (02)	<input type="checkbox"/> \$50,001 to \$100,000 (02)	<input type="checkbox"/> Medium (02)
<input type="checkbox"/> Growth (03)	<input type="checkbox"/> Good (02)	<input type="checkbox"/> \$50,001 to \$100,000 (03)	<input type="checkbox"/> \$100,001 to \$200,000 (22)	<input type="checkbox"/> \$100,001 to \$200,000 (22)	<input type="checkbox"/> High (03)
<input type="checkbox"/> Speculation (06)	<input type="checkbox"/> Extensive (03)	<input type="checkbox"/> \$100,001 to \$200,000 (23)	<input type="checkbox"/> \$200,001 to \$500,000 (23)	<input type="checkbox"/> \$200,001 to \$500,000 (23)	
<input type="checkbox"/> Other (08)		<input type="checkbox"/> \$200,001 to \$300,000 (24)	<input type="checkbox"/> \$500,001 to \$1,000,000 (24)	<input type="checkbox"/> \$500,001 to \$1,000,000 (24)	
TAX BRACKET %		<input type="checkbox"/> \$300,001 to \$500,000 (25)	<input type="checkbox"/> \$1,000,001 to \$5,000,000 (25)	<input type="checkbox"/> \$1,000,001 to \$5,000,000 (25)	
		<input type="checkbox"/> \$500,001 to \$1,200,001 (26)	<input type="checkbox"/> Over \$5,000,001 (26)	<input type="checkbox"/> Over \$5,000,001 (26)	
		<input type="checkbox"/> Over \$1,200,001 (27)			

### 4. Suitability Information

#### TIME HORIZON

The number of years planned to invest to achieve a particular financial goal.

☐ Short (Less than 3 Years) (01) ☐ Longest (8 years or more) (03)

☐ Average (4 to 7 Years) (02)

#### LIQUIDITY NEEDS

The ability to quickly and easily convert all or a portion of the account assets into cash without experiencing significant loss.

☐ Very Important (01) ☐ Not Important (03)

☐ Somewhat Important (02)

### 5. Contribution Type

(Check One)

☐ Regular ☐ Transfer ☐ Rollover

### 6. Depositor Authorization

I understand that I have the right to direct the initial investment of contributions to the Education IRA and hereby appoint the following brokerage firm as my agent to execute my directions, as Broker under the terms of the Custodial Agreement.

BROKERAGE FIRM

ACCOUNT NUMBER

<b>7. Responsible Individual</b>	<b>A Responsible Individual must be designated below and must be a parent or legal guardian of Designated Beneficiary</b>			
	FULL NAME OF RESPONSIBLE INDIVIDUAL (First/ Middle/ Last)			
	SOCIAL SECURITY NUMBER		DATE OF BIRTH	
	HOME ADDRESS (P.O. Box is not sufficient)			
	CITY/ STATE/ ZIP CODE		TELEPHONE NUMBER	EMAIL ADDRESS
	<p>Answer "Yes" or "No" to each of the following questions by checking the appropriate box. If a box is not checked for a question, the answer will be deemed to be "No".</p> <p><input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b>    The Responsible Individual may change the beneficiary designated under this agreement to another member of the Designated Beneficiary's family described in Section 529(e)(2) in accordance with the Custodian's procedures.</p> <p><input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b>    The Responsible Individual shall continue to serve as the Responsible Individual for the custodial account after the Designated Beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the custodial account and the custodial account terminates. If the Responsible Individual becomes incapacitated or dies after the Designated Beneficiary reaches the age of majority under state law, the Responsible Individual shall be the Designated Beneficiary.</p> <p>I understand that I have the power to redirect the investment of contributions to the Education Savings Account and hereby appoint the following brokerage firm as my agent to execute my directions, as Broker under the terms of the Custodial Agreement.</p> <p>BROKERAGE FIRM</p> <p>ACCOUNT NUMBER</p>			
<b>8. Successor Responsible Individual</b>	<p>In the event of the death or legal incapacity of the Responsible Individual while the Designated Beneficiary is a minor under state law, the following shall become the Responsible Individual. If no successor is named, the Successor Responsible Individual shall be the Designated Beneficiary's remaining parent or successor guardian</p>			
	FULL NAME		RELATIONSHIP	SOCIAL SECURITY NUMBER
	ADDRESS		TELEPHONE NUMBER	EMAIL ADDRESS
<b>9. Signature Section</b>	<p><b>Please read the following ESA Account Terms and sign where indicated.</b></p> <p>1. I acknowledge, by signing this agreement, that I have received, read, understand and agree to the terms and conditions as described in the Apex Clearing Corporation "Disclosure Statement" and "Custodial Agreement". I understand the eligibility requirements for the type of deposit I am making and state that I do qualify to make the deposit.</p> <p><b>2. BY SIGNING THIS APPLICATION, I(WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, PAGE 3 PARAGRAPH #10.12 OF THE CUSTODIAL 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 CUSTODIAL ACCOUNT AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.</b></p> <p>3. I certify that, under penalty of perjury, my Social Security number on this application is correct.</p> <p>4. I assume complete responsibility for the following:</p> <p style="margin-left: 20px;">a.) Determining that I am eligible to contribute to an Education Savings Account each year I make a contribution.</p> <p style="margin-left: 20px;">b.) Insuring that all contributions I make are within the limits set forth by the tax laws.</p> <p style="margin-left: 20px;">c.) Certify that I am qualified to assume the responsibilities of the Responsible Individual as set forth in this Agreement, if I am designated on this Application as the Responsible Individual.</p> <p style="margin-left: 20px;">d.) Managing and administering the account and authorizing transactions involving contributions and distributions, if I am designated on this Application as the Responsible Individual.</p> <p>5. I have read and understand the Investment Objective Definitions: <b>Capital Preservation</b> - a conservative investment strategy characterized by a desire to avoid risk of loss; <b>Income</b> - strategy focused on current income rather than capital appreciation; <b>Growth</b> - investing in stocks with strong earnings and/or revenue growth or potential; <b>Speculation</b> - 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.</p>			
	ESA DEPOSITOR 		DATE	
ESA RESPONSIBLE INDIVIDUAL 		DATE		
BRANCH APPROVAL 		DATE		
<b>For Office Use Only</b>	FIRST TRADE	DATE OPENED	INTRODUCING BROKER / DEALER	CUSTOMER ID VERIFIED (Must be Completed) <input type="checkbox"/> Yes <input type="checkbox"/> No
	ACCOUNT NO.	INTRODUCING REP. SIGNATURE		

# COVERDELL ESA CUSTODIAL ACCOUNT

Form 5305-EA Under Section 530 of the Internal Revenue Code

FORM (REV. MARCH 2002)

The Depositor whose name appears on the Application is establishing a Coverdell Education Savings Account under Section 530 for the benefit of the Designated Beneficiary whose name appears on the Application exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of Section 530(b)(2), of such Designated Beneficiary.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

## ARTICLE I

The Custodian may accept additional cash contributions provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

## ARTICLE II

No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common investment fund (within the meaning of Section 530(b)(1)(D)).

## ARTICLE III

1. Any balance to the credit of the Designated Beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his or her death **unless** the designated death beneficiary is a Family Member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that Family Member shall become the Designated Beneficiary as of the date of death.

## ARTICLE IV

The Depositor shall have the power to direct the Custodian regarding the investment of the amount listed on the Application assigned to the custodial account (including earnings thereon) in the investment choices offered by the Custodian. The Responsible Individual, however, shall have the power to redirect the Custodian regarding the investment of such amounts, as well as the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Depositor also will govern all additional contributions made to the custodial account until such time as the Responsible Individual otherwise directs the Custodian. Unless otherwise provided in this agreement, the Responsible Individual also shall have the power to direct the Custodian regarding the administration, management, and distribution of the account.

## ARTICLE V

The Responsible Individual named by the Depositor shall be a parent or guardian of the Designated Beneficiary. The custodial account shall have only one Responsible Individual at any time. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian. Unless otherwise directed by checking the option on the Application, at the time that the Designated Beneficiary attains the age of majority under state law, the Designated Beneficiary becomes the Responsible Individual. If a Family Member under the age of majority under state law becomes the Designated Beneficiary by reason of being a named death beneficiary, the Responsible Individual shall be such Designated Beneficiary's parent or guardian.

## ARTICLE VI

*(See the Application and Section 10.04 of this agreement for information regarding the Responsible Individual's ability to change the Designated Beneficiary named by the Depositor.)*

## ARTICLE VII

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Responsible Individual the reports prescribed by the IRS.

## ARTICLE VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with Section 530 and the related regulations will be invalid.

## ARTICLE IX

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the Depositor and the Custodian whose signatures appear on the Application.

## ARTICLE X

10.01 *Notices And Change Of Address:* Any required notice regarding this Coverdell ESA will be considered effective when the Custodian mails it to the last address of the intended recipient which the Custodian has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it. The Responsible Individual must notify the Custodian of any change of address.

10.02 *Representations And Responsibilities:* The Depositor and the Responsible Individual represent and warrant to the Custodian that any information the Depositor and Responsible Individual have given or will give the Custodian with respect to this agreement is complete and accurate. Further, the Depositor and the Responsible Individual agree that any directions they give the Custodian, or action they take will be proper under this agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be liable for acting upon any instructions given by the Responsible Individual named on the Application prior to the time the Custodian receives appropriate written notice that the Designated Beneficiary has met the requirements for assuming control of the Coverdell ESA, or that a new Responsible Individual has been appointed. The Custodian shall not be responsible for losses of any kind that may result from the Depositor's and Responsible Individual's directions to it or the Depositor's and Responsible Individual's actions or failures to act. The Depositor and Responsible Individual agree to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act. The Custodian has no duty to determine whether the contributions or distributions with respect to this Coverdell ESA comply with the Code, regulations, rulings or this agreement and shall not be responsible for any penalties, taxes, judgments or expenses of the Designated Beneficiary or any Depositor to this Coverdell ESA.

Notwithstanding anything in this agreement to the contrary, the Custodian may establish a policy permitting someone other than the Designated Beneficiary's parent or legal guardian to serve as Responsible Individual, provided the individual is not prohibited by law from serving in that capacity and fulfilling his or her obligations under this agreement.

10.03 *Service Fees:* The Custodian has the right to charge an annual service fee or other designated fees (for example, a transfer, rollover or termination fee) for maintaining this Coverdell ESA. In addition, the Custodian has the right to be reimbursed for all reasonable expenses incurred in connection with the administration of this Coverdell ESA. The Custodian may charge the Designated Beneficiary separately for any fees or expenses or may deduct the amount of the fees or expenses from the assets in this Coverdell ESA at the Custodian's discretion. The Custodian reserves the right to charge any additional fee upon 30 days notice to the Responsible Individual that the fee will be effective.

Any brokerage commissions attributable to the assets in the Coverdell ESA will be charged to the Coverdell ESA. The Responsible Individual, Depositor or Designated Beneficiary cannot reimburse the Coverdell ESA for those commissions.

#### 10.04 *Investment of Amounts in the Coverdell ESA:*

a. **Direction of Investment** – Except for the limited investment rights granted to the Depositor in Article V of this agreement, the Responsible Individual has the exclusive responsibility for and control over the investment of the assets of the Coverdell ESA. The Responsible Individual shall direct all investment transactions, including earnings and the proceeds from securities sales. The selection of investments, however, shall be limited to any investment vehicle approved and obtainable by the Custodian that the Custodian is capable of holding in the ordinary course of business. For example, investments may include but shall not be limited to common stocks, government and corporate bonds, mutual funds, the purchase of put options on existing positions and writing of covered listed call options. Investments not generating confirmations must be accompanied by additional written instructions. The Custodian shall act as a stockbroker or dealer whenever such services are required.

In the absence of instructions from the Responsible Individual or if the instructions are not in a form acceptable to the Custodian, the Custodian shall hold any uninvested amounts in cash and shall have no responsibility to invest uninvested cash unless and until directed by the Responsible Individual.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to the Custodian's policies and practices.

After the Responsible Individual's death, the Successor Responsible Individual (Designated Beneficiary, if applicable) shall have the right to direct the investment of Coverdell ESA assets, subject to the same conditions that applied to the Responsible Individual during his or her lifetime under this agreement (including, without limitation, Section 10.02).

b. **Investment Powers and Duties of the Custodian** – The Custodian shall have no discretion to direct any investment in this Coverdell ESA. The Custodian assumes no responsibility for rendering investment advice with respect to the Coverdell ESA, nor will the Custodian offer any opinion or judgment on matters concerning the value or suitability of any investment or proposed investment for this Coverdell ESA. The Custodian shall exercise the voting rights and other shareholder rights with respect to securities in the Coverdell ESA but only in accordance with the instructions provided by the Responsible Individual or an investment advisor appointed by the Responsible Individual.

The Responsible Individual shall have the power and authority in the administration of this agreement to do all acts, including by way of illustration but not in limitation of the powers conferred by law, the following:

- (1) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to invest and reinvest all or any part of the assets in securities obtainable through the Custodian and to invest in any lawful investment which is administratively acceptable to the Custodian without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction for investment by the Custodian;
- (2) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to hold part or all of the uninvested assets or to place the same in a savings account approved by the Responsible Individual or purchase a Certificate of Deposit with an institution approved by the Responsible Individual;
- (3) To employ suitable agents and counsel and to pay them reasonable expenses and compensation;
- (4) Pursuant to the directions of the Responsible Individual or a properly appointed agent's direction, to vote in person or by proxy with respect to securities held by the Custodian and to delegate its discretionary power;
- (5) Pursuant to the directions of the Responsible Individual or a properly appointed agent's direction (and subject to approval of Custodial Account for option trading privileges), to write covered listed call options against existing positions, to liquidate or close such option contracts, and to purchase put options on existing long positions (the same securities cannot be used to simultaneously cover more than one position);
- (6) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to consent to or participate in dissolutions,

reorganizations, consolidations, mergers, sales, leases, mortgages, and transfers or other changes affecting securities held by the Custodian;

- (7) To leave any securities or cash for safekeeping or on deposit, with or without interest, with such banks, brokers and other custodians as the Custodian may select, and to hold any securities in bearer form or in the name of these banks, brokers and any other custodians or in the name of the custodian without qualification or description or in the name of any nominee; and
- (8) Prior to the entry of any orders to purchase or sell securities in the Coverdell ESA account, the Responsible Individual or his or her agent shall approve beforehand all such orders and direct the Custodian to implement such instructions. Selling short and executing purchases in an amount greater than available cash are prohibited. All investments outside of the cash account shall be accompanied by additional written instructions.

c. **Delegation of Investment Responsibility** – The Custodian may, but is not required to, permit the Responsible Individual to delegate investment responsibility for the Coverdell ESA to another party acceptable to the Custodian by giving written notice of the delegation in a format prescribed by the Custodian. Any such delegation of investment responsibility shall be to an investment advisor under the Investment Advisors Act of 1940. If the assets of the Coverdell ESA are to be directed by an investment advisor, the Responsible Individual shall deliver to the Custodian a copy of the instruments appointing the investment advisor evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that it is a fiduciary, and a certificate evidencing the investment advisor's current registration under said Act. The Custodian shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Responsible Individual. The Custodian shall follow the direction of any such party who is properly appointed and shall be under no duty to review or question, nor be responsible for, any of that party's directions, actions or failures to act.

The investment advisor at any time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transaction, upon request the Custodian shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each order shall be confirmed by written advice via confirms or otherwise to the Custodian by the investment advisor.

The Responsible Individual hereby agrees to fully indemnify the Custodian and hold the Custodian harmless from and against any claim or liability which may be asserted against the Custodian by reason of its acting or not acting pursuant to any direction from the investment advisor or failing to act in the absence of any such direction.

#### 10.05 *Beneficiary(ies):*

1. Unless indicated otherwise on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the beneficiary designated under this agreement and the Responsible Individual chooses to do so, the Responsible Individual must designate a member of the family (as defined in Section 529(e)(2)) of the existing Designated Beneficiary. This designation can only be made on a form prescribed by the Custodian.
2. The Depositor or Responsible Individual may name one or more person or entity as death beneficiary of this Coverdell ESA. This designation can only be made on a form prescribed by the Custodian and it will only be effective when it is filed with the Custodian during the lifetime of the Designated Beneficiary. Each beneficiary designation filed with the Custodian will cancel all previous ones unless the beneficiary designation specifies otherwise. The consent of a death beneficiary shall not be required in order to revoke a death beneficiary designation. If a death beneficiary is not designated with respect to this Coverdell ESA, the Designated Beneficiary's estate will be the death beneficiary.

10.06 **Termination:** Either the Custodian or the Responsible Individual may terminate this agreement at any time by giving written notice to the other. The Custodian can resign as Custodian at any time effective 30 days after mailing written notice of its resignation to the Responsible Individual. Upon receipt of that notice, the Responsible Individual must make arrangements to transfer the Coverdell ESA to another financial organization. If the Responsible Individual does not complete a transfer of the Coverdell ESA within 30 days from the date the Custodian mails the notice to the Responsible Individual, the Custodian has the right to transfer the Coverdell ESA assets to a successor Coverdell ESA trustee or custodian that the Custodian chooses in its sole discretion or the Custodian may pay the Coverdell ESA balance to the Designated Beneficiary in a single sum. The Custodian shall not be liable for any actions or failures to act on the

part of any successor trustee or custodian nor for any tax consequences the Designated Beneficiary may incur that result from the transfer or distribution of the Coverdell ESA assets pursuant to this section.

If this agreement is terminated, the Custodian may hold back from the Coverdell ESA a reasonable amount of money that it believes is necessary to cover any one or more of the following:

- \* any fees, expenses or taxes chargeable against the Coverdell ESA;
- \* any penalties associated with the early withdrawal of any savings instrument or other investment in the Coverdell ESA.

If the Custodian is merged with another organization (or comes under the control of any Federal or State agency) or if the entire organization (or any portion which includes the Coverdell ESA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of the Coverdell ESA, but only if it is the type of organization authorized to serve as a Coverdell ESA trustee or custodian and the following contingency is fulfilled. The resignation, removal or merger of the Custodian shall not be effective until: The transfer of assets shall be made coincidentally with an accounting by the resigned or removed Custodian and such resigned or removed Custodian shall endorse, transfer, convey and deliver to the successor Custodian all of the funds, securities or other property then held by it under this agreement, together with such records as may be reasonably required in order that the successor Custodian may properly administer the agreement.

If the Custodian is required to comply with Section 1.408-2(e) of the Treasury Regulations and fails to do so, or the Custodian is not keeping the records, making the returns or sending the statements as are required by forms or regulations, the IRS may, after notifying the Responsible Individual or the Designated Beneficiary, require that a substitute trustee or custodian be appointed.

- 10.07 *Amendments:* The Custodian shall have the right to amend this agreement at any time. Any amendment the Custodian makes to comply with the Code and related regulations does not require the Responsible Individual's consent. Other amendments may be made with the consent of the Responsible Individual. The Responsible Individual will be deemed to have consented to any other amendment unless, within 30 days from the date the Custodian mails the amendment, the Responsible Individual notifies the Custodian in writing that the Responsible Individual does not consent.
- 10.08 *Transfers From Other Plans:* The Custodian can receive amounts transferred to the Coverdell ESA from the custodian or trustee of another Coverdell ESA.
- 10.09 *Liquidation Of Assets:* The Custodian has the right to liquidate assets in the Coverdell ESA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the Coverdell ESA. If the Responsible Individual fails to direct the Custodian as to which assets to liquidate, the Custodian will decide in its complete and sole discretion and the Responsible Individual agrees not to hold the Custodian liable for any adverse consequences that result from the Custodian's decision.
- 10.10 *Restrictions On The Fund:* Neither the Responsible Individual, the Designated Beneficiary (nor anyone acting on behalf of the Designated Beneficiary), the Depositor nor any contributor may sell, transfer or pledge any interest in the Coverdell ESA in any manner whatsoever, except as provided by law or this agreement.

The assets in the Coverdell ESA shall not be responsible for the debts, contracts or torts of the Responsible Individual, the Designated Beneficiary, the Depositor or any person entitled to distributions under this agreement.

- 10.11 *What Law Applies:* This agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this agreement, the law of the State of New York shall govern. Any court accounting shall be in the courts of New York.

If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Responsible Individual's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this agreement shall be construed as a waiver of such provisions, or the parties' right thereafter to enforce each and every such provision.

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

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

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

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

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

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

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

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

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

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

- 10.13 *Accounting:* Within 90 days from the close of each Custodial Account Year, the Custodian shall render an accounting (valuing the assets fair market value) to the Responsible Individual, which accounting may consist of copies of regularly issued broker-dealer statements to the Custodian. In the absence of the filing in writing with the Custodian of exceptions or objections to any such accounting, within 30 days after the mailing of such accounting, the Responsible Individual and the Designated Beneficiary shall be deemed to have approved such accounting. In such case, or upon the Responsible Individual's written approval, the Custodian shall be released, relieved and discharged with respect to all matters and things set forth in such accounting as though such accounting had been settled by the decree of a court of competent jurisdiction. No person other than the Responsible Individual may require an accounting or bring any action against the Custodian with respect to this agreement or the Custodian's actions.

The Custodian reserves the right to apply to a court of competent jurisdiction for judicial settlement of its accounts, for determination of any questions of construction which may arise or for instructions. The Responsible Individual shall be the only necessary party defendant to such action except the Custodian may, if it so elects, bring in as a party defendant any other person or persons.



10.14 *Payment For Order Flow / Order Routing:* **“Payment for order flow” is a common and widespread industry practice whereby a brokerage firm receives monetary or non-monetary remuneration in return for the routing of customer orders to a designated exchange, market maker, dealer or market center for execution. Apex Clearing receives payment for order flow on certain transactions in the form of rebates, monetary compensation or an intercompany transfer of funds. Payment for order flow is considered to be compensation to Apex Clearing. Your broker, the introducing firm that clears its trades through Apex Clearing, may or may not be compensated for such orders. The source and nature of any compensation received in connection with a specific transaction will be furnished upon written request of the customer.**

Absent specific instructions from customers, Apex Clearing automatically routes orders in over-the-counter (“OTC”) securities to selected OTC market makers. Selected exchange-traded securities may be routed to affiliated specialists, regional exchanges or designated third-market dealers. All orders are routed to an exchange, market-maker, dealer or market center that matches or improves upon the displayed national best bid or offer for the particular security at the time the order is processed. Price improvement opportunities, or execution at prices superior to the displayed national best bid or offer, may be available for certain transactions in NASDAQ and listed securities from execution destinations to which orders are routed.

## INSTRUCTIONS

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

### PURPOSE OF FORM

Form 5305-EA is a model custodial account agreement that meets the requirements of Section 530(b)(1) and has been pre-approved by the IRS. A Coverdell Education Savings Account (ESA) is established after the form is fully executed by both the Depositor and the Custodian. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the Designated Beneficiary.

If the model account is a trust account, see Form 5305-E, Coverdell Education Savings Trust Account.

Do not file Form 5305-EA with the IRS. Instead, the Depositor must keep the completed form in its records.

### DEFINITIONS

*Custodian:* The Custodian must be a bank or savings and loan association, as defined in Section 408(n), or any person who has the approval of the IRS to act as Custodian. Any person who may serve as a Custodian of a Traditional IRA may serve as the Custodian of a Coverdell ESA.

*Depositor:* The Depositor is the person who establishes the custodial account.

*Designated Beneficiary:* The Designated Beneficiary is the person on whose behalf the custodial account has been established.

*Family Member:* Family Members of the Designated Beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a “family member.”

*Responsible Individual:* The Responsible Individual, generally, is a parent or guardian of the Designated Beneficiary. However, under certain circumstances, the Responsible Individual may be the Designated Beneficiary.

### IDENTIFICATION NUMBERS

The Depositor’s and Designated Beneficiary’s social security numbers will serve as their identification numbers. If the Depositor is a nonresident alien and does not have an identification number, write “Foreign” in the block where the number is requested. The Designated Beneficiary’s social security number is the identification number of his or her Coverdell ESA. If the Designated Beneficiary is a nonresident alien, the Designated Beneficiary’s individual taxpayer identification number is the identification number of his or her Coverdell ESA. An employer identification number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income. An EIN is required for a common fund created for Coverdell ESAs.

## SPECIFIC INSTRUCTIONS

**Note:** *The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.*

*Article X:* Article X and any that follow may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian’s fees, state law requirements, treatment of excess contributions, and prohibited transactions with the Depositor, Designated Beneficiary, or Responsible Individual, etc. Attach additional pages as necessary.

*Optional Provisions in Article V and Article VI:* Form 5305-EA may be reproduced in a manner that provides only those optional provisions offered by the Custodian.

# DISCLOSURE STATEMENT

## REQUIREMENTS OF A COVERDELL ESA

A. **CASH CONTRIBUTIONS** – A Coverdell ESA contribution must be in cash.

B. **MAXIMUM CONTRIBUTION** – The total amount that may be contributed to any and all Coverdell ESAs on behalf of a Designated Beneficiary is \$2,000 per year, excluding rollover and transfer contributions.

Contributions may not be made to a Coverdell ESA after the Designated Beneficiary's 18th birthday, except in the case of a special needs beneficiary.

The Coverdell ESA contribution that may be made by a Depositor is further limited if the Depositor's modified adjusted gross income (MAGI) exceeds \$190,000 and he or she is a married individual filing jointly (\$95,000 for single taxpayers). Married individuals filing jointly with MAGI exceeding \$220,000 may not fund a Coverdell ESA. Single individuals with MAGI exceeding \$110,000 may not fund a Coverdell ESA. The MAGI limits apply only to Depositors that are individuals.

If the Depositor is married filing jointly with MAGI between \$190,000 and \$220,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$220,000, (2) divide the difference by \$30,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$205,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,000. This amount is determined as follows:  $[(\$220,000 \text{ minus } \$205,000) \text{ divided by } \$30,000] \text{ multiplied by } \$2,000$ .

If the Depositor is a single tax filer with MAGI between \$95,000 and \$110,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$110,000, (2) divide the difference by \$15,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$98,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,600. This amount is determined as follows:  $[(\$110,000 \text{ minus } \$98,000) \text{ divided by } \$15,000] \text{ multiplied by } \$2,000$ .

The Coverdell ESA contribution that may be made by a Depositor is not limited by contributions made by the Depositor to Traditional or Roth IRAs. In addition, there is no earned income requirement to be eligible to contribute to a Coverdell ESA. There is no requirement that the Depositor be related to the Designated Beneficiary in order to make contributions. In addition, the Designated Beneficiary may contribute to his or her own Coverdell ESA.

C. **ELIGIBLE CUSTODIANS** – The Custodian of the Coverdell ESA must be a bank, savings and loan association, credit union, or person approved by the Secretary of the Treasury.

D. **COMMINGLING ASSETS** – The assets of the Coverdell ESA cannot be commingled with other property except in a common trust fund or common investment fund.

E. **LIFE INSURANCE** – No portion of the Coverdell ESA may be invested in life insurance contracts.

F. **COLLECTIBLES** – The assets of the Coverdell ESA may not be invested in collectibles (within the meaning of Internal Revenue Code (IRC) Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver bullion coins and certain state-issued coins are permissible investments. Beginning January 1, 1998, platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Coverdell ESA investments.

G. **REQUIRED DISTRIBUTIONS** – Except in the case of a special needs beneficiary, the assets of the Coverdell ESA are required to be distributed to the Designated Beneficiary within 30 days of the Designated Beneficiary's attainment of age 30. The Designated Beneficiary will be subject to both income tax and an additional 10 percent tax on the portion of the distribution that represents earnings, if the Designated Beneficiary does not have any qualified education expenses in that year.

Any balance remaining in the Coverdell ESA upon the death of the Designated Beneficiary shall be distributed within 30 days of the Designated Beneficiary's death, unless a death beneficiary is named and the death beneficiary is a qualified family member under age 30. If the death beneficiary is a qualified family member under age 30, that individual will become the Designated Beneficiary as of the date of death.

H. **RESPONSIBLE INDIVIDUAL** – The Responsible Individual is generally the parent or guardian of the Designated Beneficiary. However, the financial organization may establish a policy that permits someone other than the Designated Beneficiary's parent or legal guardian to serve as the Responsible individual. Unless otherwise indicated on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the Designated Beneficiary, the Responsible Individual may change the Designated Beneficiary to another member of the Designated Beneficiary's family. The Responsible Individual shall perform the following duties.

1. receive a copy of the plan agreement and disclosure statement.
2. direct the Custodian regarding the investment of contributions, including the ability to redirect the investment of the initial contribution.
3. direct the Custodian regarding the administration, management and distribution of the account, unless the plan agreement indicates otherwise.
4. name a successor responsible individual if the need arises.
5. notify the Custodian of any address change for the individuals identified on the plan agreement.
6. remove excess contributions made to the Coverdell ESA.

## INCOME TAX CONSEQUENCES OF ESTABLISHING A COVERDELL ESA

A. **CONTRIBUTIONS NOT DEDUCTED** – No deduction is allowed for Coverdell ESA contributions, including transfer and rollover contributions.

B. **TAX-DEFERRED EARNINGS** – The investment earnings of the Coverdell ESA are not subject to federal income tax as they accumulate in the Coverdell ESA. In addition, distributions of the Coverdell ESA earnings will be free from federal income tax if the distributions are taken to pay for qualified education expenses, as discussed below.

C. **TAXATION OF DISTRIBUTIONS** – The taxation of distributions from the Coverdell ESA depends on whether or not the distributions are used for qualified education expenses.

1. **Qualified Education Expenses** – The Designated Beneficiary may take tax-free distributions from a Coverdell ESA to pay for elementary, secondary or post-secondary education expenses at an eligible educational institution. Such expenses include tuition, fees, books, supplies, special needs services, room and board, uniforms, transportation, academic tutoring and supplementary items or services (including extended day programs). Also qualifying are expenses for the purchase of computer technology or equipment, Internet access and related services, if such technology, equipment or services are to be used by the Designated Beneficiary or Designated Beneficiary's family during any of the years the Designated Beneficiary is in school. Qualified expenses may also include amounts contributed to a qualified tuition program.
2. **Nonqualifying Distributions** – If a Designated Beneficiary withdraws amounts from a Coverdell ESA which exceed the qualified education expenses for the same year, or the distributions are not used for qualified education expenses, a portion of the distributions will be taxable. The amount in excess of the qualified education expenses is taxable pro rata, based on the earnings and the basis in the account.

In most cases of a nonqualified distribution, the taxable portion of a Coverdell ESA distribution is also subject to an additional 10 percent tax. There are several exceptions to the 10 percent tax including distributions made payable

- a. to a designated death beneficiary of the Coverdell ESA or to the estate of the Designated Beneficiary following the death of the Designated Beneficiary;
- b. to the Designated Beneficiary if the Designated Beneficiary is disabled;
- c. to the Designated Beneficiary if the Designated Beneficiary received a qualified scholarship, an educational assistance allowance or an excludable payment exception, but only to the extent the distribution is not more than the amount of the scholarship, allowance or excludable payment, and
- d. to the Designated Beneficiary as a removal of excess along with the net income attributable.

3. **Hope or Lifetime Learning Credits** – A Designated Beneficiary may claim the Hope Credit or the Lifetime Learning Credit on his or her federal income tax return in the same taxable year that a tax-free distribution from a Coverdell ESA is claimed, as long as the distribution(s) does not cover the same expenses claimed for the Hope Credit or Lifetime Learning Credit.

D. **ROLLOVERS** – Coverdell ESA amounts may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualified family member, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash to a Coverdell ESA from another Coverdell ESA. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **Coverdell ESA to Coverdell ESA Rollovers** – Funds distributed from a Coverdell ESA may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualifying family member if the requirements of IRC Sec. 530(d)(5) are met. A proper Coverdell ESA to Coverdell ESA rollover is completed if all or part of a distribution is rolled over not later than 60 days after the distribution is received. The Responsible Individual may not have completed another rollover from the distributing Coverdell ESA during the 12 months preceding the date the distribution was received. Further, the Responsible Individual may roll the same dollars or assets only once every 12 months.
2. **Qualified Family Member** – A Coverdell ESA may be rolled to another Coverdell ESA of the same Designated Beneficiary or to a Coverdell ESA maintained for the benefit of a qualified family member of the Designated Beneficiary, who is under the age of 30. The age 30 limitation does not apply to qualified family members who are special needs beneficiaries. Qualified family members of the Designated Beneficiary include the Designated Beneficiary's child, grandchild, or stepchild, brother, sister, stepbrother, or stepsister, nephew or niece, parents, stepparents, or grandparents, uncle or aunt, spouses of all the family members listed above, cousin, and Designated Beneficiary's spouse.

E. **CARRYBACK CONTRIBUTIONS** – A contribution is deemed to have been made on the last day of the preceding taxable year if it is made by the deadline for filing the Depositor's income tax return (not including extensions), and the Depositor designates that contribution as a contribution for the preceding taxable year. For example, if the Depositor is a calendar year filer and makes a Coverdell ESA contribution on or before April 15, the contribution is considered to have been made for the previous tax year if the Depositor designates it as such.

#### LIMITATIONS AND RESTRICTIONS

- A. **PROHIBITED TRANSACTIONS** – If the Responsible Individual engages in a prohibited transaction with the Coverdell ESA as described in IRC Sec. 4975, the Coverdell ESA will lose its tax-exempt status and the Designated Beneficiary must generally include the value of the earnings in his or her account in his or her gross income for the year.
- B. **PLEDGING** – If the Responsible Individual pledges any portion of the Coverdell ESA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in the Designated Beneficiary's gross income for that year to the extent that it represents earnings.
- C. **ESTATE AND GIFT TAX** – Transfers of Coverdell ESA assets to a death designated beneficiary made during the Designated Beneficiary's life and at his or her request or because of the Designated Beneficiary's failure to instruct otherwise, may be subject to federal gift tax under IRC Sec. 2501 if made after October 22, 1986.
- D. **INCOME TAX TREATMENT** – Any withdrawal from the Coverdell ESA is not subject to federal income tax withholding.

#### FEDERAL TAX PENALTIES

- A. **EXCESS CONTRIBUTION PENALTY** – An excise tax of 6 percent is imposed upon any excess contribution made to a Coverdell ESA. This tax will apply each year in which an excess remains in the Coverdell ESA. An excess contribution is any contribution amount which exceeds the contribution limit, excluding rollover and direct transfer amounts. The contribution limit is \$2,000 per Designated Beneficiary per year. The contribution limit may be further limited by the Depositor's MAGI as discussed previously. The excess contribution should be removed by the Responsible Individual and made payable to the Designated Beneficiary.
- B. **PENALTY REPORTING** – The Designated Beneficiary must file form 5329 with the Internal Revenue Service to report and remit any penalties for excise taxes.

#### OTHER

- A. **IRS PLAN APPROVAL** – The agreement used to establish this Coverdell ESA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **ADDITIONAL INFORMATION** – You may obtain further information on Coverdell ESAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 970, *Tax Benefits For Higher Education*, by calling 1-800-TAX-FORM, or by visiting [www.irs.gov](http://www.irs.gov) on the Internet.
- C. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

# PRIVACY POLICY

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

## Personal Information Collected

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

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

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

## Sharing of Non-public Personal Information

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

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

## Security

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

## Access to Your Information

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

## Changes to Apex's Privacy Policy

Apex reserves the right to make changes to this policy.

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

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

Apex Clearing Corporation  
Attn: Compliance Department 350 N. St. Paul St., Suite 1300  
Dallas, Texas 75201  
214-765-1055  
69125P-QPNA 12/17/2019



# **SOGOTRADE<sup>®</sup>**

## **CUSTOMER ACCOUNT AGREEMENT**

*Released June 5, 2025*

In consideration of SogoTrade, Inc. and its agents and assigns (collectively, "SogoTrade," "You" or "Your") opening one or more accounts on my behalf ("My Account(s)" or the "Account(s)"), I represent and agree with respect to all Accounts, whether individual, joint, entity, margin, option or cash, to the terms set forth in this Customer Account Agreement (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "We", or "Us" mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words "I", "Me", "My", "We" or "Us" mean each of the owners of the joint Account.

I understand that the terms and conditions of this Agreement govern all aspects of My relationship with You regarding My Accounts. I will carefully read, understand and accept the terms and conditions of this Agreement before I check the "I AGREE" or similarly worded box and submit the application. I understand that checking the "I AGREE" box and submitting the application is the legal equivalent of my manually signing this Agreement and I will be legally bound by its terms and conditions. By entering into this Agreement, I acknowledge receipt of the SogoTrade Privacy Policy. I understand this Agreement may be amended from time to time by SogoTrade, with revised terms posted on the SogoTrade website. I understand that by continuing to maintain my Account(s) without objecting to any revised terms of this Agreement, I am accepting the terms of the revised Agreement and I will be legally bound by its terms and conditions. If I request other services provided by SogoTrade that require Me to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.

**I FURTHER UNDERSTAND THAT BY CHECKING THE "I AGREE" BOX AND SUBMITTING THE APPLICATION I ACKNOWLEDGE THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE.**

**1. Capacity and Status.** If an individual, I am of legal age under the laws of the jurisdiction where I reside and authorized to enter into this Agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless You receive written objection from Me, You may provide My name, address, and securities positions to requesting companies in which I hold securities.

Except as otherwise disclosed to You in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify You in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities. I further agree to

promptly notify You in writing if I am now or if I become: (i) registered or qualified with the Financial Industry Regulatory Authority ("FINRA") or the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require Me to be so registered or qualified if I were to perform such functions for an organization not so exempt; or (iv) an officer, director or 10% stockholder of any publicly traded company.

## **2. Roles and Responsibilities.**

(A) **No Advice.** I understand, acknowledge and agree to the following:

- (i) SogoTrade has no obligation to advise You on the suitability of any security, transaction or investment strategy and You acknowledge that You are responsible for monitoring profits and losses in Your account.
- (ii) SogoTrade provides no investment advice in connection with this Account;
- (iii) SogoTrade does not give advice or offer any opinion with respect to the suitability of any transaction, security, investment strategy or order;
- (iv) SogoTrade does not solicit orders;
- (v) SogoTrade does not provide legal or tax advice; and
- (vi) SogoTrade may provide information to You through its website about particular investments such as individual Exchange Traded Funds ("ETFs") or crypto-currencies but such information does not constitute a recommendation to enter into any of the investment transactions or to engage in any of the investment strategies presented.

I am solely responsible for any and all orders placed in My Account. I am a self-directed investor and all orders entered are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including, but not limited to, mergers, reorganizations, stock splits, name changes and/or symbol changes, dividends, option symbols, and option deliverables. I understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. You may, but are not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. If any security is about to expire worthless or be redeemed for less than its fair market value and have not received instructions from Me, You may, at Your discretion, sell the security and credit My Account with the proceeds. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, You will generally exercise the option, on My behalf. However, You reserve the right at Your discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. You are not obligated to take any of these actions and You are not liable for losses should You not take them.

**(B) Research, Investment Tools and Internet Links.** I understand that when I request assistance from Your employees in using the investment tools available on Your web site (including, but not limited to, Sogo Play, Trade Ideas and Value Engine), it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Your employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders. News, research, links to outside websites, and other information accessible through the SogoTrade App or Website ("Content") may be prepared by independent external providers not affiliated with SogoTrade. I agree not to distribute, reproduce, sell, or otherwise commercially use the Content in any manner. I understand that You may terminate My access to the Content. I understand that none of the Content is a recommendation by You to buy or sell any securities or to engage in any investment strategy.

**(C) Safeguarding Customer Account Access Information.** I understand that I will select a Username, Password and Personal Identification Number (collectively, "PINs") that provide electronic access to My Account. I understand and agree that My Account numbers and PINs are confidential and I am responsible for the confidentiality, protection and use of them. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts. I agree to immediately notify You in writing, delivered via e-mail and certified/return receipt requested U.S. mail, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs, account numbers or access; (ii) any failure by Me to receive a message from You indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an execution; (iv) any receipt by Me of confirmation of an order, execution and/or cancellation, which I did not place; or (v) any inaccurate information in or relating to My Account balances, deposits, withdrawals, securities positions or transaction history. Each of the events described in subsections (i)-(v) hereof, shall be deemed a "Potential Fraudulent Event".

The use and storage of any information including, without limitation, My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My personal computer is at My own risk and is My sole responsibility. I agree to be responsible for all activities in My Account and You may rely on the assumption that I have authorized any orders or instructions that are received under My Account number and PINs. I agree that, in the event of a Potential Fraudulent Event, I will notify You immediately, and in no event more than 24 hours, after I discover such Potential Fraudulent Event. I agree that in the event of a Potential Fraudulent Event, I will report such loss or fraudulent occurrence promptly to the legal authorities. Further, I agree to provide a copy of any report prepared by legal authorities to You on request. I agree to cooperate fully with the legal authorities and You in any investigation of such Potential Fraudulent Event and I will complete any required documents promptly, accurately and thoroughly. I agree to indemnify and hold You and Your affiliates harmless from and against any losses arising out of or relating to a Potential Fraudulent Event.

**(D) Information Accuracy.** I (i) certify that the information contained in this Agreement, the account application, and any other document that I furnish to You in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime, (ii) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information, (iii) authorize anyone so contacted to furnish such information to You as You may request, and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Your property. I shall promptly advise You of any changes to the information in such agreements and documents in writing within ten (10) days. You may retain this Agreement, the Account application, and all other such documents and their respective records at Your sole discretion,

whether or not credit is extended.

**3. Clearing Status.** I understand that You introduce My Account and transactions on a fully disclosed basis, and that You have entered into a clearing arrangement with Apex Clearing Corp. ("Apex" and/or "the Clearing Agent"), to perform certain services. I understand that Apex Clearing Corp. carries My Account(s) as a fully-disclosed clearing broker pursuant to a Brokerage Services Agreement, also referred to as a clearing agreement, between SogoTrade and Apex, and that Apex will clear all transactions under this Agreement pursuant to that clearing agreement.

Until receipt from Me of written notice to the contrary, Apex may accept from SogoTrade, without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. Apex shall look solely to SogoTrade unless otherwise directed by SogoTrade, and not to Me with respect to any such orders or instructions; except that I understand that Apex will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to SogoTrade, and that Apex will look directly to Me or SogoTrade for delivery of margin, payment, or securities.

**4. Electronic Delivery of Trade and Account Information; Notice.** All communications, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account, or an alert that such communication has been posted to the secure section of Your web site, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to You in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give You in writing or by e-mail at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not. I acknowledge that I will be charged a fee for account statements that are sent to Me at My mail address, as opposed to an email notification, which is free of charge. I further acknowledge that in the event You are unable to send notifications to Me at My email address, that You will send physical account statements to my mail address and that I will be charged for this.

**5. Review of Confirmations and Statements.** I agree that it is My responsibility to review order execution confirmations and statements of My Account(s) promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax related documents, in electronic format. I understand that account statements will evidence all activity in My Account for the stated period, including securities transactions, cash balances, credits to My Account and all fees paid from My Account. Confirmations will be considered binding on Me unless I notify You of any objections within two (2) calendar days from the date confirmations are sent. Account statements will be considered binding on Me unless I notify You of any objections within ten (10) calendar days after My Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, You reserve the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if My objection to the transaction is ultimately determined to be valid. Nothing in this Section 5 shall limit My responsibilities as described in Section 2(C) of this Agreement.

**6. Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.



When I open an account, SogoTrade is required to collect the following information from Me:

- i) Name
- ii) Date of birth
- iii) Address
- iv) Identification number

With respect to the identification number, if I am a U.S. citizen, I am required to provide My Social Security number or employer identification number. If I am a non-U.S. citizen, I am required to provide My taxpayer identification number; passport number and country of issuance; alien identification card number; or government-issued identification showing nationality, residence and containing a photograph of Me.

I may also need to show My driver's license or other identifying documents. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement. U.S. Department of the Treasury, Securities and Exchange Commission, and FINRA rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance. If I don't provide the information requested and My identity cannot be verified, SogoTrade may not be able to open an Account or carry out transactions for Me. If SogoTrade has already opened an Account for Me, You may have to close it.

I understand that You may take steps to verify the accuracy of the information I provide to You in My Account application or otherwise, including obtaining a report from an agency (such as Experian or Trulioo), and that You may restrict My access to My Account pending such verification. I agree to promptly notify You of any changes in the information including, but not limited to, My name, address, e-mail address and telephone number.

**7. Telephone Conversations; Electronic Communications and Wireless Carrier.** I understand and agree that You may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications may be recorded by You, and You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. I authorize My wireless carrier to use or disclose information about My account and My wireless device, if available, to You or Your third-party service providers for the duration of this Agreement, solely to help You identify Me or My wireless device and to prevent fraud.

**8. Credit Verification.** I authorize SogoTrade to obtain a consumer credit 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, SogoTrade will disclose to Me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. I authorize SogoTrade to provide to Apex information regarding My consumer credit report(s).

**9. Restrictions on Trading.** I understand that You may, in Your discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary. In the event

of a breach or default by Me under this Agreement, You shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein.

I understand that You may at any time, at Your sole discretion and without prior notice to Me:

- (i) prohibit or restrict My access to the use of the web site or related services and My ability to trade;
- (ii) You may refuse to accept any of My transactions;
- (iii) You may refuse to execute any of My transactions; and/or
- (iv) You may terminate My Account.

The closing of My Account will not affect the rights and/or obligations of either party that was incurred prior to the date My Account is closed. If SogoTrade or Apex writes off any obligation or unpaid debit balance in My Account, it will not affect any of Your rights to pursue collection activities against Me, including litigation.

**10. Bulletin Board/Pink Sheet Stocks.** Bulletin board, pink sheet and other thinly-traded securities ("bulletin board stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions and updating of quotations in trading bulletin board stocks. SogoTrade in its sole discretion may require limit orders on certain bulletin board stock transactions.

**11. Buy Orders; Settlements.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My intention and obligation to pay for purchases immediately or on SogoTrade's demand. I understand SogoTrade may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization for that person has been received and approved by SogoTrade. In the event that I fail to provide sufficient funds, You may, at Your option and without notice to Me, i) charge a reasonable rate of interest, ii) liquidate the Property subject of the buy order, or iii) sell other Property owned by Me and held in any of My Accounts. You may also charge any consequential loss to My Account.

## **12. Market Volatility; Market Orders; and Limit Orders**

I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that SogoTrade is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices. Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, or selling it at a lower price than I desire, I understand I can enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all if there is not sufficient trading at or better than the limit price I specify. The

SogoTrade web site contains further information regarding orders types and limitations, which I agree to read and understand before placing such orders.

As a customer of SogoTrade, I understand that after the market has closed for the day, I have the ability to place in a queue order request to be executed the following day upon the opening of the market ("Queued Order"). I understand that My Queued Order request is prioritized based on the order in which it is received by SogoTrade, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. I further understand that each Queued Order request is sent out per customer and per security as SogoTrade market orders (described above), and that they are not aggregated.

A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed; (B) I cancel the order; (C) approximately 60 days from when the order is placed; or (D) the contract to which it relates is closed. I understand that You will cancel "good till cancelled" and "good till date" orders at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the "good till cancelled" or "good till date" order remains valid. I further agree that any "good till cancelled" and "good till date" orders I place should be treated as "do not reduce" orders.

### **13. Margin Accounts**

**Services Provided:** I understand if I am approved for a margin account, Apex agrees to extend credit to Me in accordance with their margin account rules. I acknowledge I will, at all times, be liable for the payment, upon demand, of any debit balance or other charges.

**Maintenance of Margin:** I will, at all times, maintain such securities and other property in My Account as margin collateral as required by SogoTrade, Apex and/or applicable exchange and federal regulations. A margin call may be issued if My Account equity falls below such requirements. SogoTrade and/or Apex retain sole discretion to determine whether additional collateral will be required. I acknowledge that SogoTrade and/or Apex are not obligated to provide Me with additional time to meet a margin call in the event My Account falls below minimum margin requirements. I understand market conditions or other circumstances may not allow SogoTrade and/or Apex to give Me notice when My Account equity becomes deficient or to allow Me time in which to deposit additional equity. I acknowledge and agree that SogoTrade and/or Apex reserves the right in their sole discretion to sell securities and other property held in My Account(s) as collateral, to cancel open orders, to buy securities and other property which may be short in My Account, to close open option positions and to take any other action SogoTrade and/or Apex deem necessary for their protection, all without prior notice, advertisement or demand to Me.

**Pledge of Securities and Other Property.** All securities and other property now or hereafter held, carried or maintained by Apex in or for any account in which I have an interest may be pledged, re-pledged, hypothecated or re-hypothecated by Apex from time to time without notice, either separately or in common with other securities and property for any amount due in My Accounts or for any greater amount and Apex may do so without retaining in their possession or under their control for delivery a like amount of similar securities or other property. I also authorize Apex to lend to themselves or others any securities or other property held by Apex on margin from My Account or any accounts under My control.

**Interest Charges of Debit Balances:** I understand My Account will be charged interest monthly on the average daily net debit balance in all of My Accounts, in accordance with Apex's margin rules, at the prevailing rate as determined by Apex. The interest charged will appear on My monthly statement and will

indicate the rate and the period covered. The rate may change from time to time without prior notice, due to fluctuations in interest rates or other causes. Interest charges are based on a 360-day interest year. Interest is computed from the 16th day of the preceding month to the 15th day of the current month, except in January and December. In January, interest is computed from the 1st day of the month to the 15th. In December, interest is computed from the 16th day of the month to the 31st. In calculating margin interest, free credit balances in all accounts will be offset against any debit in the margin account and interest will be charged on the net debit balance, if any.

**Sales and Short Sales:** I agree that any "short" sale shall be designated as such to You at the time I place such an order and I hereby authorize You to mark such order "short." I acknowledge that a short sale is the sale of a security I do not own and that to facilitate a short sale Apex must borrow stock to cover the delivery to the purchaser(s). If the stock is recalled by the lender(s) of the securities, Apex will attempt to re-borrow the securities, but Apex may be forced to cover My short position on the open market at the then current market price. I will be liable Apex or You for any debit balance remaining after a short position has been closed out. If any securities that I borrow are deemed as "hard to borrow", additional fees will be charged.

I agree to meet the appropriate margin requirements for My short account as required by You, Apex and/or applicable exchange or federal regulations. The credit balance generated by short sales in My Account is not a free credit balance. If the market value of My short account is greater than the short account credit balance, interest will be charged on the appreciation in value of the short positions. If the market value of My short account is less than the short account credit balance, interest on any debit in the account will be reduced in relation to the decline in value. Each end of day closing price is used to determine the increase or decrease in the short account and My Account is thus marked to the market daily.

I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to SogoTrade for all short sales in My Account. SogoTrade requires that a security be held in an account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to SogoTrade for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at SogoTrade's sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed. Proceeds of a sale will not be paid to Me or released into My Account until SogoTrade has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. Instructions on how to properly endorse a certificate and deliver it to SogoTrade are located on the SogoTrade web site. If the security is not received on or before settlement date, or as market conditions warrant, SogoTrade may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by SogoTrade. I understand that I may execute short sales only in a Margin Account (see Apex Margin Account Agreement and Disclosure" for more information) and that such execution must comply with applicable short sales rules.

**14. Payment of Indebtedness.** In the event I become indebted to You in the course of the operation of My Account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, You may close My Account and liquidate any assets in My Account at Your discretion in an amount sufficient to pay My indebtedness. As security for any and all liabilities arising in favor of You, I pledge to You a first priority perfected security interest in all Property held by You in any account

maintained by You for Me individually, jointly or in the name of another person or entity. You are hereby authorized to make whatever disposition of pledged Property You may deem appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that You shall be entitled to exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under the Uniform Commercial Code. The reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney's fees and expenses incurred by You, shall be reimbursed by Me to You. For all purposes of this Agreement, the word "Property" (unless stated otherwise) means all monies and contracts, investments and options, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by Apex in any manner for Me.

**15. SIPC and Other Insurance Coverage.** I understand that You are a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that Apex may provide additional insurance to supplement SIPC protection. For more information concerning this, please reference Apex's [SIPC disclosure](#).

**16. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. The order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by You in connection with any specific transactions will be furnished upon written request.

**17. Fees and Charges.** I understand that there are charges for executing buy and sell orders and for other services provided under this Agreement. I acknowledge that I am responsible for and agree to pay all applicable federal, state and local taxes associated with My Account. I authorize You to automatically debit My Account for any such brokerage commissions, charges, fees and taxes. I agree to pay such commissions and fees at the then applicable prevailing rates, and I acknowledge that the prevailing rates of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. You can access and review a list of all fees and charges at <https://content.sogotrade.com/sogotrade/commission/commissionEn.html>, or by clicking the "Schedule of Fees" link at the bottom of the page at [www.sogotrade.com](http://www.sogotrade.com).

**18. ACH and International Wire Transfers.**

**ACH Transfers.** I acknowledge money deposited via Automated Clearing House ("ACH") is normally not available for withdrawal for 5 business days. Within 60 days of the date of My ACH deposit, My funds may only be withdrawn to the bank account from which such funds were deposited. I understand that for the ACH transfers to be established, at least one common name must match exactly between My SogoTrade account and My bank accounts. To send and receive ACHs My bank must be a member of the ACH

system. For ACH transactions, An ACH bank reversal may occur when (A) there are insufficient funds in My bank account, (B) there is a duplicate transaction, (C) the transaction is denied, or (D) the type of account is incorrect. I acknowledge that in the event of an ACH bank reversal, I will incur a fee. Before making an ACH transfer, I agree to check SogoTrade's most recent Commissions and Fees Schedule. I agree that I am solely liable and responsible for any ACH reversal fees that I incur.

**International Wire Transfers.** If I arrange for a wire transfer to be directed to My Account, I am responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions in exactly the form required by You for identification of Me and My Account. I understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Account or returned to the originating bank without notice to Me and I agree to indemnify and hold You and Your affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

By sending You a wire transfer request, I authorize You and Your bank service provider to act on my behalf to initiate the wire transfer or check disbursement. It is My responsibility to ensure that My instructions are accurate before requesting You to initiate a wire transfer. In order to complete My wire transfer request, My name and My address on file in My Account must match what I have on file at the recipient bank; and I must provide the correct recipient bank's name, recipient bank's address, recipient bank account number, and BIC/SWIFT code.

In accepting wire transfer requests, You may rely upon the identifying number (such as routing number, account number and BIC/SWIFT code) of the recipient, the recipient's financial institution or any intermediary bank, as instructed. Also, the recipient's bank in the wire transfer requests may make payment on the basis of the identifying number even if it identifies a person or entity different from the named recipient. If I provided You with incorrect instructions or recipient information I may lose the amount of the wire transfer. I agree to indemnify and hold You and Your affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an outgoing wire.

I must have sufficient available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send You the wire transfer request. You will not be obligated to make any wire transfer unless I have sufficient available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send You the wire transfer request. You have the right to neither send nor process any wire transfer request without notice in the event of insufficient available funds.

All wire transfer requests provided to You are subject to Your review and acceptance. Your confirmation, if any, of the receipt of My wire transfer request is an indication only that You have received My wire transfer request. You reserve the right to refuse to pay any wire transfer recipient whom I designate in the wire transfer request.

A wire transfer request cannot be amended or canceled after You receive it. You may in Your sole discretion attempt to abide by a subsequent request for a change, but You are not obligated to do so. Any acceptance by You of a request by Me to amend, recall, or trace a wire transfer is made conditionally upon the express understanding by Me that You cannot guarantee fulfillment of such a

request and that You are not responsible for any failure to change, recall, or trace such wire transfer. I agree to indemnify and hold You and Your affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel a wire transfer.

All wire transfer requests received by You after the cutoff time will be reviewed and processed within a commercially reasonable time, generally within one business day. Wire transfer requests entered after the cutoff time may start to process immediately, in Your sole discretion. I understand that any cutoff times referenced in this Agreement reflect the times displayed on Your internal system clocks and may not necessarily be synchronized with the internal clock displayed on My personal device. For this reason, You suggest that I send any wire transfer requests to You sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff.

Notwithstanding any information I provide on My wire transfer request to the contrary, You reserve the right to use any funds transfer system and intermediary bank in the execution of My wire transfer request, and You may use any means of executing wire transfer requests that You deem reasonable in the circumstances. I authorize such funds transfer systems and any intermediary or recipient banks to deduct fees from the funds transferred. I understand that You or any intermediary or recipient banks may apply their prevailing currency exchange rate(s) in the conversion and payment of funds. I am aware that currency exchange rates fluctuate over time and I accept the risks of such fluctuation. I also understand that all incoming and outgoing wire transfers must be in U.S. dollars.

I agree that I will not hold You liable for any damages resulting from an intermediary or recipient bank's decision not to accept any wire transfer. You are not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by You or an intermediary or recipient bank or any other third party. I agree that My wire transfers are subject to the fees set forth in Your Commissions and Fees schedule. I also agree that I am solely responsible for all such fees, including, without limitation, wire transfer reversal fees for both incoming and outgoing wire transfer requests. Additionally, I agree that I am solely responsible for any additional fees that any originating, intermediary, or recipient banks may charge.

**19. Waiver; Limitation of Liability; Indemnification.** I agree that My use of the App or the Website or any other service provided by SogoTrade or its Affiliates is at My sole risk. The SogoTrade service (including the App, the Website, the provision of Market Data, Information, Content, or any other information provided by SogoTrade, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

I UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING MY USE

OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT.

YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEM, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, THOSE CAUSED BY INTERNET OR OTHER COMMUNICATION DISCONNECTIONS, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, You, Apex or any of Your or Apex's affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Your, Apex's or any of Your or Apex's affiliates' gross negligence or intentional misconduct; further provided, that You or Your Affiliates shall not be liable for any Losses that have resulted from Apex's or any of Apex's affiliates' gross negligence or intentional misconduct.

In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from:

- (i) any noncompliance by Me with any of the terms and conditions of this Agreement;
- (ii) any third-party actions related to My receipt and use of any Information, Market Data, Content, market analysis, other third-party content, or other such information obtained on the App or Website, whether authorized or unauthorized under this Agreement;
- (iii) any third-party actions related to My use of the App or the Website;
- (iv) My or My agent's misrepresentation or alleged misrepresentation, or act or omission;
- (v) Indemnified Parties following My or My agent's directions or instructions, or failing to follow My or My agent's unlawful or unreasonable directions or instructions;
- (vi) any activities or services of the Indemnified Parties in connection with My Account (including any technology services, reporting, trading, research or capital introduction services); or
- (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your Affiliates, and Your and Your Affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

SogoTrade does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third-party systems or sites.



I consent to the use of automated systems or service bureaus by You and Apex and Your respective affiliates in conjunction with My Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of My Losses arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the App, the Website, Your or Apex's brokerage, and other services provided by Indemnified Parties under this Agreement. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

**20. Joint Accounts; Indemnification.** Where I open a joint account, it shall be held by You in joint tenancy with rights of survivorship, unless I notify You otherwise and provide the required documentation. For tenants in common, the interest in the tenancy shall be equal, unless We notify You otherwise. If the Account is a joint account, then in consideration of Your carrying a joint account for Us, We jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of Us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account. You are authorized and directed to act upon instructions received from any of Us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of Us agrees to hold harmless You, Your Affiliates, and Your and Your Affiliates' respective officers and employees from and indemnify them against any Losses arising from or as the result of You, Your Affiliates, and Your and Your Affiliates' officers and employees following the directions or instructions of any of Us, or failing to follow the unlawful or unreasonable directions or instructions of any of Us. You in Your sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property therein be in writing, signed by all of Us. You may recover from the Account or from any of Us such costs as You may incur, including reasonable attorney's fees, as the result of any dispute among Us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify You in writing. You may take such actions in the Account as You deem advisable to protect against any Loss under any present or future laws or otherwise. The estate of the decedent or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to You for any net debit balance or loss in the Account in any way resulting from any transactions initiated prior to notification to You or incurred in the

liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. I understand that Legal ownership of our Accounts shall be governed by the internal laws of the state of residence of the person first named in the registration. I also understand that laws covering joint or community property vary by state and that I am responsible for verifying that the joint registration I choose is valid in My state. Accordingly, I acknowledge that You have encouraged Me to consult My own attorney for this purpose.

In the event of a dispute between or among account holders of which SogoTrade has notice, SogoTrade reserves the right, but is not obligated, to place restrictions on the Account. For example, if an Account holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account holders, SogoTrade may prohibit all transfers of funds from the Account, with such restrictions to remain in place until SogoTrade actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account holders. In such a case, all Account holders remain liable for any pending settlements at the time of the restriction. SogoTrade also may, at the expense of the Account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, SogoTrade may deliver the Account into the registry of the court, at which time SogoTrade will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

**21. Accounts for Minors.** I understand that accounts established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) may require funds or security transfers to go to other custodial accounts in the name of the minor beneficiary and custodian, and that SogoTrade may require proof of the titling of the recipient account. I understand that the minor beneficiary may be required to open a new account at SogoTrade upon the age of majority to receive the funds or securities in the custodial account.

**22. Market Data; Waiver of Liability; Limitation of Liability.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither SogoTrade nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither SogoTrade nor any participating national securities exchange or association nor any supplier of market data warrants that the service will be uninterrupted or error-free. I agree that My use of SogoTrade's web site or any SogoTrade service is at My sole risk. The SogoTrade service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement. I acknowledge and agree that neither the OPRA Participants ("Participants" and/or "Exchanges") nor the processor under the OPRA Plan (the "Disseminating Parties" and/or "SogoTrade") guarantee the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. I understand and acknowledge that each national securities exchange that is a participant in the OPRA Plan ("OPRA Participant") has a proprietary interest in the Market Data that originates or derives from it or its markets. For the purposes of this Section 22 only, "Market Data" means (i) options last sale reports, (ii) options quotation information, (iii) such index and other market information as the OPRA participants may from time to time make available, and (iv) all information that derives from any such information.

NEITHER I NOR ANY OTHER PERSON SHALL HOLD ANY DISSEMINATING PARTY LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, I) ANY SUCH DATA, INFORMATION OR MESSAGE OR II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, II) NON-PERFORMANCE OR III) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY NEGLIGENT ACT OR OMISSION BY ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY DISSEMINATING PARTY. NEITHER YOU NOR ANY DISSEMINATING PARTY SHALL BE LIABLE, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS SOGOTRADE AND SUCH DISSEMINATING PARTY, FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (1) ANY SUCH DATA, INFORMATION OR MESSAGE, OR (2) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (A) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (B) NON-PERFORMANCE, OR (C) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, DUE EITHER TO ANY ACT OR OMISSION BY SOGOTRADE OR ANY DISSEMINATING PARTY OR TO ANY "FORCE MAJEURE" (AS DEFINED ABOVE) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF SOGOTRADE OR ANY DISSEMINATING PARTY. I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY YOU UNDER THIS AGREEMENT.

**23. Trusted Contact.** Under FINRA Rule 4512 SogoTrade is required to disclose to You that our clearing firm, Apex or an associated person of SogoTrade and Apex, is authorized to contact the trusted contact person and disclose information about Your account to address possible financial exploitation, to confirm the specifics of Your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

**24. Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors shall immediately give You written notice thereof, and You may, before or after receiving such notice, take such proceedings, 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 You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint account holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in Your discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue to be 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 by You of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Such notice shall not affect Your rights under this Agreement to take any action that You could have taken if I had not died.

**25. Tax Reporting; Tax Withholding.** The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

**A. U.S. Persons.** This subsection is applicable if I am a U.S. Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). Under penalties of perjury, I certify that the taxpayer identification number that I have provided or will provide to You (including any taxpayer identification number on any Form W-9 that I have provided or will provide to You) is My correct taxpayer identification number. I certify that I am not subject to backup withholding and I am a United States Person. If a correct Taxpayer Identification Number is not provided SogoTrade, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to Me. Backup withholding taxes are sent to the IRS and cannot be refunded by SogoTrade. I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

**B. Non-U.S. Persons.** This subsection is applicable if I am not a U.S. Person. I certify that I fully understand all the information on any Form W-8BEN that I have submitted or will submit to You. Under penalties of perjury, I declare that (i) I have examined all the information (including all the information in the English language) on any Form W-8BEN that I have submitted or will submit to You and (ii) to the best of My knowledge and belief all such information is true, correct, and complete. I authorize You to provide any such Form W-8BEN to Apex or 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 W-8BEN to You within 30 calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect. I understand that the IRS does not require My consent to any provisions of such Form W-8BEN other than the certifications required to establish My status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

## **26. ARBITRATION.**

**A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

**(1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**

**(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**

**(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**

**(4) 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.**

**(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

(6) 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 to court.

(7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**B. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of Missouri.**

**C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against You in any foreign venue.**

**D. 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: (1) the class certification is denied; (2) the class is decertified; or (3) 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.**

**27. Miscellaneous Provisions.** The following provisions shall also govern this Agreement:

**A. Interpretation.** The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable.

**B. Binding Effect; Assignment.** This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Your prior written consent. You may assign, sell, or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.

**C. Severability.** If any provisions or conditions of this Agreement, or any application thereof to any person, entity, or circumstance, are or become to any extent inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed to any extent invalid or unenforceable by any court of competent jurisdiction, such provisions shall be

deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule, or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect and be valid and enforceable to the fullest extent permitted by law.

**D. Website Postings.** I agree and understand that SogoTrade may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Account on the Website ("Website Postings"). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.

**E. Entirety of Agreement.** This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Account statements and confirmations, contain the entire agreement between SogoTrade and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between SogoTrade and Me, provided, however, that any and all other agreements between SogoTrade and Me, not inconsistent with this Agreement, will remain in full force and effect.

**F. Amendment.** You may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other SogoTrade services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about SogoTrade services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.

**G. Termination.** You may, in Your sole discretion, terminate this Agreement, or close, deactivate, or block access to My Account at any time, or refuse to honor or take direction from any person with limited trading authority, and I agree and acknowledge that You are not obligated to provide Me with a reason or explanation for the account termination or restriction. I will remain liable to You for all obligations incurred in My Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.

**H. No Waiver; Cumulative Nature of Rights and Remedies.** I understand that Your failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure on Your part to exercise any power or right given to You in this Agreement, a continued course of such conduct on Your part, or any course of dealing with respect to any right, power, or privilege under this Agreement shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise or the exercise of any other right, power, or privilege under this Agreement. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.

**I. International Customers.** The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would not be legal. I understand that You, in Your sole discretion, may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors. I understand that You are based in the United States and that You accept only U.S. currency in Your

customer accounts.

J. **Governing Law.** This Agreement and all transactions made in My Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or markets (and its clearing house) on which transactions are executed.

ACCEPTED AND AGREED: I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest My assent to, and My agreement to comply with, those terms and conditions by checking the "I AGREE" box, the "Continue" button or other similar language.

**I ALSO UNDERSTAND THAT BY CHECKING THE "I AGREE" BOX AND SUBMITTING THE APPLICATION THAT I HAVE ACKNOWLEDGED THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 22 HEREIN.**

## **1. Introduction**

SogoTrade, Inc. (SogoTrade, we, our or us) is registered with the Securities and Exchange Commission (SEC) as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisors, and investing.

## **2. What investment services and advice can you provide me?**

We offer brokerage services to retail investors, including buying and selling securities such as stocks, ETFs and options, and margin trading. We offer mutual funds and or fixed income securities only through broker-assisted trading. We do not offer our own securities products.

- SogoTrade does not offer investment advice and we do not recommend trades in specific securities or funds to you.
- We act as your broker in connection with any transaction we execute for your account, and not as your investment adviser or fiduciary.
- We do not provide investment monitoring services for your account(s).
- Margin accounts have a \$2000 minimum otherwise no minimum account funding or maintenance size applies although we may close accounts that are unfunded or dormant.
- All activity in your brokerage account is conducted on a nondiscretionary basis, meaning you make the ultimate decision with regard to buying, selling, or holding any investments.
- We are an introducing broker-dealer. Your cash and securities will be custodied by Apex Clearing Corp., which services your account by executing, clearing and settling your trades; preparing and distributing your account statements and trade confirmations; and extending credit to margin accounts.

SogoTrade's affiliate, MarketRiders, Inc. (dba SogoTrade Asset Management ("SAM")), is registered with the SEC as an investment advisor. Form CRS for SAM can be reviewed by following this link: [SAM Form CRS](#).

**For additional information** about our products and services, please visit our homepage at <https://www.sogotrade.com>.

**Conversation Starters:** Ask your financial professional—

- **Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of service? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

## **3A. What fees will I pay?**



- The principal fees and costs you will incur for brokerage services are transaction-based charges when buying or selling securities, which are generally assessed on a transaction-by-transaction basis. These generally include commissions and commission equivalents. You may also incur fees and charges for custodial or administrative services, as well as fees and expenses embedded within fund products.

- Our standard retail brokerage customers pay \$2.88 commissions for online U.S. exchange listed stock, ETF and options trades. Our retail brokerage customers who participate in the “Get Paid to Trade” program pay \$2.88 for market orders, no commission for limit orders, and may qualify to receive a payment or credit on qualified limit orders. All customers pay a \$0.50 per contract fee for options trades.

- Margin trading allows you to leverage assets to increase your buying power. Margin interest rates vary depending on the base rate and the size of your debit balance. We may adjust the base rate at our discretion.

- All trades are through third parties. Retail accounts pay certain fees for account services and for regulatory fees we pass on to our customers.

- Even with our \$0 commissions, SogoTrade makes money on your trades, such as from order routing revenue. Typically, the more you trade, the more money we make.

- You will pay underlying management fees (expense ratio) or other charges for ETFs you purchase, which are explained in more detail in the ETF’s prospectus.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce the amount you make on your investments over time. Please make sure you understand what fees and costs you are paying. Actual transaction costs will be shown on the trade confirmations sent to you. **For additional information** about the fees, margin rates and costs for brokerage services, please see our Pricing available at <https://sogotrade.com/commissions-and-fees.aspx>. For additional information and qualifications on our “Get Paid to Trade” program, please see <https://sogotrade.com/GP2T.aspx>.

**Conversation Starters:** Ask your financial professional—

- **Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?**

**3B. What are your legal obligations to me with respect to providing recommendations as my broker-dealer? How else does your firm make money and what conflicts of interest do you have?**

We do not provide you with recommendations as your broker-dealer nor do we act as your investment advisor. All of the trades you make are conducted on a self-directed basis. Regardless, the way we make money creates some conflicts with your interests. Here are some examples to help you understand what this means:

- We receive order routing revenue from the third-party market centers to which we route our customer orders, and therefore we have an incentive for you to trade more. Order routing revenue is a component of our transaction-based revenues. The material aspects of our relationship with each venue, including payment for order flow arrangements, can be found in the SEC Rule 606 Disclosures at <https://sogotrade.com/SEC.aspx>. Therefore, we have a financial incentive to direct our customer orders to the market centers that provide payments or rebates to us, subject to our best execution requirements. You should also understand that our order flow revenue provides the source by which we pay or credit you for qualified limit orders.
- We make money if you borrow against the securities in your account by way of a margin loan. That is because we make a spread between the rate we pay for the money we lend you and the rate you pay to us for the loan.
- We make money in the form of interest on uninvested cash in your account.
- Some of our registered representatives may be dually registered or employed by us and our affiliate, SAM. We manage this potential conflict so that it does not affect your dealings with these companies.

**For additional information**, please visit our important documents page at <https://sogotrade.com/forms-center.aspx>.

**Conversation Starters:** Ask your financial professional—

- **How might your conflicts of interest affect me, and how will you address them?**

### **3C. How do your financial professionals make money?**

Our registered representatives are compensated through a base salary and may receive periodic bonuses based on certain metrics, such as job performance and profitability as a company. They may also receive modest compensation for referrals to SAM. As a result, our registered representatives have an incentive to have you consider asset management services through SAM.

### **4. Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://investor.gov/CRS) or [Brokercheck](https://brokercheck) for a free and simple search tool to research us and our financial professionals. SogoTrade's CRD number is 17912.

**Conversation Starters:** Ask your financial professional—

- **As a financial professional, do you have any disciplinary history? For what type of conduct?**

### **5. Additional Information**

**For additional information** about our brokerage services and to obtain a copy of this relationship summary, please visit us at <https://sogotrade.com/forms-center.aspx> or call one of our specialists at 646-885-6486.

**Conversation Starters:** Ask your financial professional—

- **Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer?**
- **Who can I talk to if I have concerns about how this person is treating me?**