

## Apex Fintech Brokerage Services LLC & Apex Clearing Corporation Customer Agreement

### 1. Introduction.

This Customer Agreement (“**Agreement**”) sets out the terms and conditions pursuant to which Apex Fintech Brokerage Services LLC, Apex Clearing Corporation, and their agents and assigns (collectively in this Agreement, “**Apex**”) may open and operate one or more accounts on your behalf for the purchase, sale or carrying of securities or contracts relating thereto or the borrowing of funds (each, an “**Account**”), which transactions are cleared through Apex Clearing Corporation. In this Agreement, “**Customer**”, “**you**”, or “**your**” (or similar) refer to the Account owner, and “**we**”, “**us**” or “**our**” (or similar) refers to Apex. References to this “Agreement” include these terms and conditions as well as any other agreements or disclosures that apply to your Account, each as amended or supplemented from time to time.

**BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING “SUBMIT APPLICATION”, “AGREE” OR ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS, IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH BUTTON.**

**THIS AGREEMENT AND ITS TERMS MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY APEX BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED TERMS BEING POSTED ON THE [APEX FINTECH SOLUTIONS WEBSITE](#), AND YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS ANY SERVICES WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU REQUEST OTHER SERVICES PROVIDED BY APEX THAT REQUIRE YOU 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. YOU ALSO UNDERSTAND THAT BY CLICKING OR TAPPING “SUBMIT APPLICATION” “AGREE” OR ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN.**

**THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT [THIS LINK](#) OR SEEK INDEPENDENT ADVICE.**

### 2. Your Account.

- 2.1. When you open or apply to open an Account to access services on a mobile application(s) (each, an “**App**”) or on a website (the Apps and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the Website and the Apps, collectively, the “**Platform**”), you are entering into direct contractual relationships with Apex Fintech Brokerage Services and Apex Clearing Corporation. “**Website**” means any website through which Apex offers services, including a website owned, operated or maintained by a third-party partner of Apex Fintech Brokerage Services or Apex Clearing Corporation.
- 2.2. To be eligible to open or have an Account you must be at least 18 years old, and otherwise

be legally permitted to have an Account and in compliance with the terms and conditions of this Agreement and Applicable Law, as well as any other eligibility criteria we may implement from time to time. “**Applicable Law**” includes all federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction, the rules of any applicable self-regulatory organization of which Apex is a member and rules, regulations, customs, and usages of the exchange or market or clearing house, if any, where transactions are executed.

- 2.3.** Your Account is self-directed and, except as provided in Section 2.4 below, you are solely responsible for any and all orders placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, security, or investment strategy. You agree that all orders entered by you (or placed on your behalf) are based on your own investment decisions.
- 2.4.** You agree and understand that Apex or persons acting on Apex’s behalf does not provide any investment advice or recommend any particular security, transaction, or order, or other matter connected with your Account, nor will they advise you about the merits of any action or investment decision relating to your Account or any security you hold.
- 2.5.** You appoint Apex Fintech Brokerage Services as your agent for the purposes of carrying out your directions and instructions to Apex Fintech Brokerage Services in accordance with this Agreement, including all instructions you input or deliver via the Platform. You authorize Apex Fintech Brokerage Services to open or close your Account, place and withdraw orders and take such other steps as are reasonable to carry out your instructions or directions. You understand Apex Fintech Brokerage Services provides trading and brokerage services through the Platform and you agree to receive and transmit financial information and instructions through electronic means via the Platform.
- 2.6. Apex Clearing Corporation.** Apex Fintech Brokerage Services has entered into a clearing agreement with Apex Clearing Corporation whereby Apex Fintech Brokerage Services will introduce your Account to Apex Clearing Corporation, and Apex Clearing Corporation may clear all transactions, on a fully-disclosed basis. You understand that Apex Clearing Corporation carries your Account and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Apex Fintech Brokerage Services. You agree that until receipt of written notice from you to the contrary, Apex Clearing Corporation may accept from Apex Fintech Brokerage Services, without inquiry or investigation, (i) orders for the purchase or sale of securities for your Account or (ii) any other instructions concerning your Account or any securities or other assets in your Account. Apex Clearing Corporation shall look solely to Apex Fintech Brokerage Services unless otherwise directed by Apex Fintech Brokerage Services, and not to you, with respect to any such orders or instructions; except that Apex Clearing Corporation will deliver confirmations, statements, and all written or other notices with respect to an Account directly to you with copies to or made available to Apex Fintech Brokerage Services, and that Apex Clearing Corporation will look directly to you or Apex Fintech Brokerage Services for delivery of payment, or securities. You agree to hold Apex Clearing Corporation harmless from and against any losses arising in connection with the delivery or receipt of any such communication(s), provided Apex Clearing Corporation has acted in accordance with the above.
- 2.7. Joint Accounts.** An Apex customer in good standing may open a joint Account with one other owner who is also an Apex customer in good standing (“Joint Account”). Each owner of the Joint Account has full authority over the Joint Account, including the authority to receive Account Documents (as defined below in Section 34.1), demands, confirmations, statements, or other communications concerning the Joint Account, and each owner grants to the other owner limited power of attorney with respect to the Joint Account. Each owner or Third Party Authorized Representative of the Joint Account is entitled, without the prior authorization from or notice to the other owner, to, for example, deposit or withdraw money, securities, or other property from the Joint Account, to make trades in the Joint Account, to terminate the Joint Account, and to enable or disable certain features, functionalities, and services of the Joint Account. You acknowledge that both owners of the Joint Account are presumed to be able to access the Joint Account when either owner accesses the Joint Account (whether via App or

the Website), and you represent that you consent to any actions taken by either Joint Account owner with respect to the Joint Account.

Both owners of the Joint Account shall have joint and several liability for the Joint Account or obligations arising from this Agreement, and all property in the Joint Account for either owner may be subject to a lien. Apex may in its discretion recoup or offset funds across a customer's individual Account and Joint Account, including the sale of customer securities and positions, such as when there is fraudulent activity or indications of fraudulent activity that create an account deficit in one of the customer's accounts.

We may place a restriction on the Joint Account if we receive conflicting instructions or there is a dispute between the Joint Account owners. We may at our discretion require written instructions from all account holders. We are not responsible for determining the purpose or propriety of an instruction we receive from any Joint Account holder, or for the disposition of payments or deliveries among Joint Account holders. You must promptly notify Apex if an owner of the Joint Account dies. Apex will have no liability for any loss that may arise due to taking instructions from one owner or requiring instructions from both owners.

You understand that the only type of joint account ownership offered by Apex is Joint Accounts With Rights of Survivorship. You cannot open a Joint Account if either owner of the Joint Account is a resident of Louisiana. You further understand and agree that you are responsible for understanding state laws applicable to your account ownership, including how state laws impact the disposition of assets, and for ensuring that this ownership structure is valid in your state(s).

You agree that we may share certain personal information about one owner of the Joint Account with the other, such as name and email address. You further understand that Apex may contact the Trusted Contact Person listed on any Apex Account for any owner of the Joint Account, as described in Section 5 below, and that any communication with the Trusted Contact Person may include information about either of the Joint Account owners, the Apex Account for which the Trusted Contact information was provided, any other Accounts at Apex in which any of the Joint Account owners has an interest, or any other information the Joint Account owners may have provided to Apex.

### **3. Market Data.**

Apex may provide or make available to you certain content, information, or data that may include information or data relating to securities and the securities markets, including last sale transaction data, bid and asked quotations, fundamental information, and other security information or data (collectively, "**Market Data**"). Apex obtains Market Data from securities exchanges and markets, third party information providers, and other third parties that distribute or transmit Market Data (collectively, "**Third Party Providers**"). For certain types of Market Data, Apex is required to include specific terms and conditions in our agreements with you, or procure that you enter into specific agreements, prior to you obtaining or being provided access to that Market Data. Apex does this in the "**Market Data Addendum**" which you find at the end of this Agreement. Receipt and use of Market Data are subject to the terms of this Agreement as well as to the Market Data Addendum that supplements and forms part of this Agreement, and is incorporated by reference. By agreeing to this Agreement, opening an Account, or accessing any services from Apex, you agree to the Market Data Addendum.

If Apex provides or makes Market Data available to you, this does not grant you any rights over or in that Market Data except those rights (if any) expressly granted to you in the Market Data Addendum. Market Data is provided to you solely on the basis that you represent and warrant that you are a Nonprofessional (as defined in the Market Data Addendum) and that you will use any Market Data in conformity with the Market Data Addendum.

### **4. Customer Representations and Responsibilities.**

#### **4.1. Information Accuracy.**

Where you provide Apex with any information in any form from time to time in connection with your Account or your application for an Account or any services, you represent and warrant that such information is complete, true, accurate, and correct. You acknowledge that knowingly giving false information for the purpose of inducing Apex to extend credit is a federal crime.

If any information that you have provided to Apex changes, you agree to promptly notify Apex of such changes in writing within ten days. You agree that this Agreement, the account application, and any other document you furnish in connection with your Account is Apex's property.

#### **4.2. About You.**

You represent and warrant that:

- (a) If you are an individual, you are at least 18 years old, and you are of legal age under the laws of the jurisdiction where you reside.
- (b) You are authorized to enter into this Agreement.
- (c) You are the sole owner of the Account.
- (d) Except as otherwise disclosed to Apex in writing, neither you nor any member of your 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. You agree to promptly notify Apex in writing if you or a member of your immediate family becomes registered or employed in any of the above-described capacities.
- (e) You are not a "Securities Professional" (as defined in the Market Data Addendum), and if you are an individual, you are using the Account for your own personal, non-business, use.
- (f) You are not an officer, director, or 10% stockholder of any publicly traded company.

#### **4.3. Risks.**

You acknowledge and 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. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of securities (which includes the risk of loss).

**You acknowledge and agree to the Risk Disclosures.** "Risk Disclosures" means the risk disclosure documentation available or referenced on the Website or the Disclosure Library from time to time.

"Disclosure Library" means the disclosure library available on the Website, currently at <https://apexfintechsolutions.com/legal/disclosures/>, as supplemented from time to time. As of the date of this Agreement, Risk Disclosures include (without limitation), the [Extended Hours Trading Disclosure](#), [ETP Disclosure](#) and AFBS disclosures that are available within the AFBS [Disclosure Library](#).

#### **4.4. Account Defaults.**

Your Account comes with many defaulted service instruction features and preferences. You understand that you are not required to use these defaulted options or preferences and that once your Account is approved and opened, you have the sole discretion to control and adjust such defaulted service preferences that relate to your account.

#### **4.5. Knowledge of Account.**

You are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends. Certain securities – including bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders - may grant you valuable rights that may expire unless you take specific action, and you are solely responsible for knowing all expiration dates,

redemption dates, and the circumstances under which rights associated with your securities or Property may expire or be called, cancelled, or modified. Apex may, but is not obligated to, notify you of any upcoming expiration or redemption dates, or take any action on your behalf without specific instructions, except as required by law and the rules of regulatory authorities.

#### **4.6. Review of Confirmations and Statements.**

You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent.

Such objection must be in writing. In all cases, Apex reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.

#### **4.7. Orders and instructions.**

Any instruction or order given for your Account, including via the Platform or using your Account username or password, will be treated as being from you and fully authorized by you. You agree that Apex shall be entitled (but not required) to act upon any oral instructions given by you so long as Apex reasonably believes such instruction was actually given by you. You instruct and authorize Apex to rely on such instruction or order without further inquiry, and agree that Apex will not be liable for doing so.

You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to Apex, without the prior consent of Apex. If any other person has access to your Account, your Device, your Account username or password, that is solely at your own risk. Apex may execute your orders on any exchange or market.

Apex reserves the right to require full payment in cleared funds prior to the acceptance of any order. You agree to pay for purchases immediately or on Apex's demand. In the event that you fail to provide sufficient funds, Apex may, at its option and without notice, (i) charge a reasonable rate of interest, (ii) liquidate the Property subject of the buy order, or (iii) sell other Property owned by you and held in your Account. Apex may also charge any consequential Loss to your Account. "**Property**" includes all monies, securities, contracts, investments, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

#### **4.8. Assistance by Apex.**

On your request, Apex may provide support, and you understand that when you request support, help, or assistance from Apex in any form orally, electronically, or in writing (each, a "**Support Request**") in using the Platform, any of Apex's services, any investment tools available on the Platform, or any other information or thing or service provided by Apex, that Support Request and assistance provided relating to it will be limited to functional or operational explanation or assistance and, if requested by you, to the entry or correction by Apex or its Representatives of information or variables provided by you, and that such assistance and any communication from Apex or its Representatives in connection with a Support Request does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

#### **4.9. No Advice.**

You understand that Apex does not provide any advice to you, and in particular Apex does not provide any tax, legal, financial, or accounting advice. You are encouraged to consult your own tax advisor or attorney.

#### **4.10. Discontinuation of Services.**

You understand that Apex may, in its sole discretion, discontinue your Account or any services related to your Account immediately.

Apex will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward Apex or its or its Affiliates' officers, employees, contractors, or customers. Any such behavior, as determined by Apex in its sole discretion, may result in the discontinuation of your Account.

If Apex discontinues your Account or any services related to your Account, you agree that Apex is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to Apex's other rights under this Agreement or otherwise. "**Obligations**" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to Apex, whether now existing or hereafter arising.

Apex will not be responsible for any Losses caused by Apex discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

**4.11. [RESERVED]**

**4.12. [RESERVED]**

**4.13. Third Party Authorized Representatives.**

You agree not to allow any person access to your Account, or your Account username or password, or permit any other person to give orders or instructions on your Account to Apex, without the prior consent of Apex.

Apex may in its sole discretion from time to time permit you to appoint your duly authorized representative or agent to act on your behalf with respect to your Account (your "**Third Party Authorized Representative**"), subject to any conditions that Apex may require. You are solely responsible for any risks associated with your Third Party Authorized Representative, including any actions, decisions, or conduct of your Third Party Authorized Representative. You instruct Apex to treat any order or instruction from your Third Party Authorized Representative as if that order or instruction was directly from you for the purposes of this Agreement, and to assume that such order and instruction is valid and authorized without further inquiry.

Apex is not responsible for determining and will not determine whether any Third Party Authorized Representative has authority to perform any actions generally or specifically with respect to your Account or your Property, and does not determine the validity of your Third Party Authorized Representative's status or capacity. You will be bound by any order or instruction given by your Third Party Authorized Representative, and irrevocably ratify any action taken by your Third Party Authorized Representative connected with your Account.

**5. Account Security.**

You agree to immediately notify Apex immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your Account, Account username, password or other credentials, or of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a "**Device**"); (ii) any failure by you to receive any Account communication such as confirmation of an order or a statement; (iii) any receipt by you of an Account communication that you do not recognize such as a confirmation of an order that you did not place; (iv) any inaccurate information in or relating to your orders, trades, Account balances, deposits, withdrawals, securities positions or transaction history; (v) any receipt by you of a security notification concerning your Account that notifies you of an event or action that you do not recognize; or (vi) any other unauthorized use or access of your Account. Each of the events described in (i)-(vi) of this clause will be a "**Potential Fraudulent Event**".

Upon request by Apex, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide Apex a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and Apex in any investigation of any Potential Fraudulent Event, and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow Apex access to your Device, and your network in connection with Apex's investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold Apex, its Affiliates, and their respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

You understand that, pursuant to FINRA regulations, Apex is authorized to contact the **"Trusted Contact Person"** (as defined by FINRA Rule 4512) designated for your Account and to disclose information about any of the account owners, the account for which the Trusted Contact Person was provided, any other accounts at Apex in which any of the account owners has an interest, or any other information the account owners may have provided to Apex. You understand that Apex may contact the Trusted Contact Person(s) for any of the following reasons: (1) to address possible fraud or financial exploitation; (2) to confirm the specifics of your current contact information; (3) if there are questions or concerns about your health status; (4) to confirm the identity of any legal guardian, executor, trustee or holder of a power of attorney; or (5) for any other reasons as permitted by FINRA Rule 2165. You further agree that: (1) the Trusted Contact authorization does not impose any obligation that Apex communicate with your Trusted Contact Person(s); (2) the Trusted Contact authorization does not authorize the Trusted Contact Person(s) to make any investment decisions or transact any business with Apex on your behalf; (3) designation of a Trusted Contact Person is optional and you may change or withdraw it at any time by notifying Apex; (4) all designated Trusted Contact Persons are 18 years of age or older; (5) if there are multiple account owners, Apex is authorized to follow the instructions of any one or more account owners in adding a Trusted Contact Person, and Apex will not be held liable for information shared with a Trusted Contact Person without regard to which account owner authorized the designation of the Trusted Contact Person; and (6) Apex is released and discharged from all claims, causes of action, damages, losses, expenses, costs and liabilities of any kind that may arise out of, relate to, or are in connection with the release of, or failure to release, personal and/or account information to the Trusted Contact Person(s).

## **6. Important Information About Procedures for Opening a New Account or Maintaining an Account.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires Apex to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open or apply to open an Account, Apex will ask for your name, residential address, date of birth, social security number/tax identification number (or equivalent), telephone number, citizenship, and other identifying information that will allow Apex to identify you. Apex may also ask for copies of your driver's license, passport, other unexpired, government-issued identifying documents with a photograph, or other identifying documents. From time to time, Apex may ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

You understand that Apex may take steps to verify the accuracy of the information you provide to Apex relating to your Account in your application or otherwise. You authorize Apex or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to Apex from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by Apex. You acknowledge that Apex may restrict your access to your Account pending such verification. You will provide prompt notification to Apex of any changes in the information including your name, address, e-mail address, and telephone number.

You authorize Apex Fintech Brokerage Services to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, Apex Fintech Brokerage Services agrees to provide you a copy of any report so obtained. Apex may retain this Agreement, the

Account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

**U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification.** You acknowledge that you are aware that Apex has OFAC sanctions compliance obligations. You also acknowledge that this Agreement, your Account, and any sub-accounts are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Account or sub-accounts to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National ("SDN"), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), you further represent and warrant that you are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.

Further, you acknowledge and consent to Apex restricting your Account and/or any sub-accounts and canceling any pending orders to the extent Apex believes you are accessing these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction Apex has made a risk-based decision to restrict access to use of its application and website. If this happens, please contact us within the link provided [here](#), and you may be asked to provide supplemental information as part of this process. Additionally, you agree that you will notify Apex and close your Account and/or any subaccounts before establishing residency in any jurisdiction subject to U.S. sanctions. Apex is not liable for any Losses, including any trading losses, that you may suffer as a result of the foregoing.

**Politically Exposed Person ("PEP") Certification.** You represent and warrant that you are not a PEP. To the extent you are or become a PEP in the future while you hold your Account or any subaccounts at Apex, you represent and warrant that you will immediately notify Apex and subject yourself to any due diligence measures deemed appropriate by Apex.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (2) a senior official of a major non-U.S. political party; (3) a senior executive of a non-U.S. government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

## **7. Applicable Laws and Regulations.**

All transactions in your Account will be subject to all Applicable Laws. In no event will Apex be obligated to effect any transaction or provide any service or take any action that it believes would or might violate or be contrary to any applicable laws.

## **8. Erroneous Distributions**

You agree to promptly return to Apex any assets erroneously distributed to you. In the event that you sell a security prior to its ex-dividend/distribution date, and you receive the related cash/stock dividend or distribution in error, you irrevocably direct Apex on your behalf to pay such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse Apex for, or deliver to Apex, said dividend or distribution.

## **9. Residual Funds**

In the event Your Account is cancelled, closed, or terminated for any reason and thereafter Apex receives funds to be applied to your Account, Apex reserves the right to apply the funds to any obligations you may have in your Account and/or transfer the funds to the balance of any active account you may own with an Apex Affiliate.



You understand that, if you request that all assets be transferred from an Account to another brokerage firm and subsequently reactivate that Account, you are (i) rescinding any instruction to transfer securities or other assets from the Account and (ii) instructing Apex not to transfer credit balances that accrue in the Account to the other brokerage firm.

## 10. Market Volatility; Market Orders; Limit Orders; and Queued Orders.

You understand that, whether you place a market, limit, or stop-loss order you will receive the price at which your 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 you may receive partial executions of an order at different prices. You understand that Apex Fintech Brokerage Services is not liable for any price fluctuations. You 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.

The default order type when entering an equity order via the Platform may be, as disclosed during the order entry process, either (i) a market order, (ii) a limit order with a preset limit price set at 5% above (if a buy order) or 5% below (if a sell order) the last reported trade price for the security on a Nasdaq exchange (i.e., The Nasdaq Stock Market, NASDAQ OMX BX, or NASDAQ OMX PHLX) at the time the order was entered, or (iii) a limit order with a limit price set by you. Apex will use the following rounding formulas to determine the limit price for a limit order with a preset limit price: the last trade price for the security is (i) multiplied by 1.05 (for buy orders) or .95 (for sell orders); and (ii) if the last trade price is over \$1.00, rounded down to two decimal places (for buy orders) or rounded up to two decimal places (for sell orders); otherwise, rounded down to four decimal places (for buy orders) or rounded up to four decimal places (for sell orders). You understand that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If you place a market order (irrespective of when you place it), you agree to pay or receive the prevailing market price at the time your market order is executed, which execution may occur on a subsequent trading day. You understand that the price you pay or receive may be significantly higher or lower than anticipated at the time you placed the order. To avoid buying a security at a higher price and possibly exceeding your purchasing power, you understand your option to enter a limit order with a limit price. You also understand that limit orders may not be executed within a particular period of time, or at all, if there is not sufficient trading at or better than the limit price you specify, and are subject to any applicable time-in-force restrictions. The Website contains further information regarding order types and limitations, which you agree to read and understand before placing such orders.

If Apex 24 Hour Market trading is available to you and you enter a limit order that is eligible for execution during the Apex 24 Hour Market, you understand that (1) such orders could be executed between 12 a.m. and 8 p.m. ET on a full trading day (i.e., Monday - Friday except for holidays and half-days observed by national securities exchanges), between 12 a.m. and 5 p.m. ET on a halfday (i.e., a half-day observed by national securities exchanges), and between 8 p.m. and 12 a.m. ET (the last four hours) on the day before either a full trading day or a half-day; (2) the trade date for an order that is executed between 8 p.m. and 12 a.m. ET (the last four hours of a day) is the following full trading day or half-day (including for purposes of clearance, settlement, tax reporting, dividends, and other corporate actions); (3) you are responsible for the risks associated with the entry of such orders, and such risks include the risks of Extended Hours Trading described in the Extended Hours Trading Disclosure within the AFBS [Disclosure Library](#); (4) Apex deems each such order to be a "not held" order, i.e., an order with respect to which you have granted Apex discretion with respect to the price and time of execution; (5) Apex will route such orders to a market center (a "24H Market Maker"), which may execute the order on a principal basis or route the order for execution to another market center; (6) between 8 p.m. and 4 a.m. ET ("Overnight Hours"), Apex will route such orders to a single 24H Market Maker, which may execute the order on a principal basis or route the order for execution to a single alternative trading system (the "24H ATS"); (7) the 24H ATS is not required to display prices publicly and may have very limited liquidity and/or high volatility; (8) such an order may not be price protected and so may be executed by a market center at a price that is worse than prices available at other execution venues; (9) if the order is unexecuted as of the beginning of, or shortly before, the next Overnight Hours session, the order will be canceled and, subject to the order's time-in-force instructions, rerouted to a single 24H Market Maker, which may execute the order on a principal basis or route the order for execution to the 24H ATS; (10) if the order is unexecuted as of the end of, or shortly before the end of, the Overnight Hours session, the order will be canceled and, subject to the

order's time-inforce instructions, re-routed to a 24H Market Maker, which may execute the order on a principal basis or route the order for execution to another market center; and (11) if the order is canceled and rerouted as described in (9) or (10) above, the order will not be eligible for execution during the period of time between the cancellation of the order and its re-routing.

As a customer of Apex, you understand that you have the ability to place certain orders in a queue for execution the following trading day ("**Queued Order**"). Queued Order requests are prioritized based on the order in which they are received, and orders based on Queued Orders are sent out for execution after the opening of the normal market trading session of 9:30 a.m. to 4:00 p.m. ET ("**Market Hours**") or the pre-market trading session of 7:00 a.m. to 9:30 a.m. ET ("**Pre-Market Hours**"), depending on your instruction, on the next day of trading. If you submit a single or multiple Queued Order requests to buy one or more securities and Apex is unable to route orders based on all of those requests because you have insufficient buying power as of the opening of Market Hours or PreMarket Hours, as applicable, you understand that Apex will endeavor to cancel one or more of the Queued Order requests in the order in which they were received until you have sufficient buying power for the remaining Queued Order requests, if any. You further understand that orders based on Queued Orders with fractional share components may be aggregated with other such orders. Orders placed outside of Market Hours are subject to the [Extended Hours Trading Disclosure](#)

A limit order may be designated as "good-'til-cancelled" ("**GTC**"), which means the order remains valid until (A) it is executed; (B) you cancel the order; (C) 90 days from when the order is placed (based on Eastern Time); or (D) the contract to which it relates is closed. You understand that a GTC order placed with an instruction to execute only during Market Hours, if not executed or cancelled, will stand only through Market Hours sessions. A GTC order placed with an instruction to execute during either Market Hours or **Extended Hours** (defined as, collectively, the Pre-Market Hours and the after-hours trading session of 4:00 p.m. to 8:00 p.m. ET ("**After Hours**")) will stand through Market Hours and Extended Hours until executed or cancelled. GTC Orders that are placed with either of the above instructions and are unexecuted at the end of the trading day are re-routed at the start of the appropriate session on the following trading day, and this process will be repeated every day for as long as the GTC order remains valid or expires unexecuted. You further agree that any GTC orders you place should be treated as "do not reduce" orders. Apex may in its discretion cancel any open orders for the purchase or sale of any securities without notice.

You understand that Apex may implement certain risk controls to assist in minimizing adverse market impact. This may result in your order being queued and/or cancelled.

## 11. Bulletin Board/Pink Sheet Stocks.

Bulletin board, pink sheet and other thinly-traded securities (collectively "**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. You understand that Bulletin Board Stocks may be subject to different trading rules and systems than other securities and that you may encounter significant delays in executions, reports of executions, and updating of quotations in trading Bulletin Board Stocks. Apex Fintech Brokerage Services in its sole discretion may require limit orders on certain Bulletin Board Stock transactions.

## 12. Content.

We may provide or make available to you certain content or information which may include news, educational information, articles, commentary, research, links to outside websites, and other information accessible through the Platform, but excluding brokerage services (such content or information, "**Content**"). Content may be prepared by third parties and independent external providers not affiliated with Apex ("**Providers**"). Providers may charge fees for Content you agree to consume. If we provide or make Content available to you, this does not grant you any rights over or in that Content. You may not and agree that you will not reproduce, sell, market, distribute, or otherwise commercially use the Content in any manner. Apex may terminate your access to the Content at any time.

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### **13. Restrictions on Trading, Deposits, Withdrawals and Use of Services.**

You understand that Apex may at any time, at its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or related services; (ii) restrict your ability to deposit or withdrawal funds, or trade securities in your Account, or (iii) terminate your Account. The closing of your Account will not affect the rights or obligations of either party that are incurred prior to the date your Account is closed.

Apex may restrict your Account from withdrawals or trading for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if Apex receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. Apex shall not be liable for any loss that you may incur due to Apex's refusal to permit any deposit, withdrawal or transaction.

In the event of a breach or default by you under this Agreement, Apex 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.

### **14. Use of the Platform, Market Data and Electronic Services.**

#### **14.1 Warranties.**

You agree that your use of the Platform or any other service provided by Apex or its Affiliates is at your sole risk. The Apex services (including the Platform, the provision of Market Data, Content, or any other information provided by Apex, 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.

From time to time, Apex may offer new "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Apex's sole discretion. The provisions of this section apply with full force to such features or tools.

#### **14.2 Limitation of Liability.**

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, Apex does not guarantee that these channels will be available and error free every minute of the day. Interruptions of service due to maintenance, Platform changes or system failures may occur. APEX, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY, THE "APEX PARTIES") WILL NOT BE RESPONSIBLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF SUCH INTERRUPTIONS

OF SERVICE, EXCEPT WHERE SUCH LOSS RESULTS FROM VIOLATION OF THIS AGREEMENT, APPLICABLE RULES, OR APPLICABLE STANDARDS OF CONDUCT. THIS PROVISION DOES NOT RESTRICT OR LIMIT IN ANY WAY YOUR ABILITY TO BRING ANY CLAIM IN ANY FORUM, INCLUDING IN ARBITRATION, AGAINST APEX PARTIES THAT YOU WOULD OTHERWISE BE ENTITLED TO BRING.

#### **14.3 Operational Interruption and Extraordinary Events.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APEX PARTIES WILL NOT BE RESPONSIBLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF EXTRAORDINARY EVENTS OUTSIDE OF THEIR CONTROL OR THAT THEY DID NOT CAUSE INCLUDING, BUT NOT LIMITED TO, INTERRUPTIONS OF SERVICE DUE TO GOVERNMENT OR MARKET RESTRICTIONS, SUSPENSIONS OF TRADING, THE ACTION OF ANY EXCHANGE OR OTHER SELF-REGULATORY ORGANIZATION, HIGH MARKET VOLATILITY OR TRADING VOLUME, ARMED CONFLICTS, NATURAL DISASTERS, FORCES OF NATURE (INCLUDING EARTHQUAKES AND STORMS), POWER OUTAGES, NETWORK OR SYSTEM FAILURES, UNFORSEEABLE SOFTWARE OR HARDWARE MALFUNCTIONS, COMPUTER VIRUSES, MESSAGE INTERRUPTION, AND INSTANCES OF UNAUTHORIZED ACCESS OR BREACH OF SECURITY.

**Laws can differ jurisdiction by jurisdiction. Apex's responsibility provided for in this section shall not be construed as limiting your rights under FINRA rules or regulations or under applicable law to (i) bring a claim against Apex in any forum, including arbitration, that you would be entitled to bring under applicable law or (ii) receive an award or judgment from Apex that you would be entitled to receive under FINRA rules or regulations or under applicable law.**

#### **14.4 Indemnification.**

Except as otherwise provided by law, Apex or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, "**Indemnified Parties**") shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your receipt and use of any Market Data, Content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to your use of the Platform; (iv) your or your agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with your 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 you, except to the extent such Losses result from the Indemnified Parties' violation of this Agreement, Applicable Rules, or applicable standards of conduct. Further, if you authorize or allow third parties to gain access to Apex's services, including your Account, you will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Apex does not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including access provided through any other third-party systems or sites.

You consent to the use of automated systems or service bureaus by Apex and its respective affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "**Automated Systems**"). You 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 you. As set forth in Section 14.2, you understand and agree that Indemnified Parties will not be responsible for any of your Losses arising out of or relating to a System Failure, except to the extent such Losses result from the Indemnified Parties' violation of this Agreement, Applicable Rules, or applicable standards of conduct.

You also agree that Indemnified Parties will have no responsibility to you 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. You agree that Indemnified Parties will not be responsible to you or to third parties for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading losses and damages)) resulting from a cause outside the control of the Indemnified Parties, 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. This Agreement does not seek indemnification for costs or penalties resulting from the Indemnified Parties' own violation of the securities laws or FINRA Rules.

**Laws can differ jurisdiction by jurisdiction. The indemnity provided for in this section shall not be construed as limiting your rights under FINRA rules or regulations or under applicable law to (i) bring a claim against Apex, in any forum, including arbitration, that you would be entitled to bring under applicable law or (ii) receive an award or judgment from Apex that you would be entitled to receive under FINRA rules or regulations or under applicable law.**

## **15. Exchange Traded Funds.**

You understand that you should consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. You further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. You further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. You understand that you can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional regulatory guidance on ETFs can be found here. If you would like additional information on Exchange Traded Products ("ETPs"), please find the attached link to [Exchange Traded Products](#) located within Apex Clearing Corporation's disclosure library.

## **16. Effect of Attachment or Sequestration of Accounts.**

Apex shall not be liable for refusing to obey any orders given by or for you with respect to your Account that has or have been subject to an attachment or sequestration in any legal proceeding against you, and Apex shall be under no obligation to contest the validity of any such attachment or sequestration.

## **17. Event of Death.**

It is agreed that in the event of your death, the representative of your estate or the survivor or survivors shall immediately give Apex written notice thereof, and Apex may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as Apex may deem advisable to protect Apex against any tax, liability, penalty or loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of your death, Apex may cancel all open orders, but Apex shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Apex may in its discretion close out any or all of the Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Apex 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 Apex 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, and for all other obligations pursuant to this Agreement. Such notice shall not affect Apex's rights under this Agreement to take any action that Apex could have taken if you had not died.

## **18. Tax; Tax Reporting; Tax Withholding.**

### **18.1. Tax.**

You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar ("tax") when due in all applicable jurisdictions. You undertake and warrant to Apex that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

### **18.2. Reporting.**

The proceeds of sale transactions and dividends (and substitute payments in lieu of dividends) paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

### **18.3. U.S. Persons.**

This subsection is applicable if you are a U.S. person. Under penalties of perjury, you certify that the taxpayer identification number that you have provided or will provide to Apex (including any taxpayer identification number on any Form W-9 that you have provided or will provide to Apex) is your correct taxpayer identification number. You certify that you are not subject to backup withholding and you are a United States 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"). If a correct Taxpayer Identification Number is not provided Apex Fintech Brokerage Services, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by Apex Fintech Brokerage Services. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.

### **18.4. Non-U.S. Persons.**

This subsection is applicable if you are not a U.S. Person. You certify that you fully understand all the information on any Form W-8BEN that you have submitted or will submit to Apex. Under penalties of perjury, you declare that (i) you have examined all the information (including all the information in the English language) on any Form W-8BEN that you have submitted or will submit to Apex and (ii) to the best of your knowledge and belief all such information is true, correct, and complete. You authorize Apex to provide any such Form W-8BEN to Apex Clearing Corporation or any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner. You agree that you will submit a new Form W-8BEN to Apex within 30 days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You understand that the IRS does not require your consent to any provisions of such Form W-8BEN other than the certifications required to establish your status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

## **19. Equity Orders and Payment For Order Flow.**

SEC Rule 607 requires registered broker-dealers to disclose their policies regarding the receipt of "payment for order flow" in connection with the routing of certain 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-dealer from any broker-dealer or exchange in return for routing orders.

Apex Fintech Brokerage Services routes all customer orders to its clearing firm, Apex Clearing Corporation. Apex Clearing Corporation subsequently routes those orders to broker-dealers or market centers for execution. The broker-dealers and market centers that Apex routes orders to may include dealers who make markets in the subject securities. Apex Fintech Brokerage Services may receive remuneration for orders it routes to Apex, including any execution venue fees or rebates that may be paid by an executing venue. Apex Clearing Corporation may also receive remuneration (i.e. payment for order flow) from executing venues through maker-taker pricing or other applicable execution venue fees or rebates.

Under applicable exchange fee schedules, Apex Clearing Corporation generally pays an exchange when taking liquidity on it and is paid by an exchange when providing liquidity to it. Apex Clearing Corporation transmits customer orders for execution to market centers based on several factors depending in part on the type of security, including: size of order, trading characteristics of the security, favorable execution price (including the expected opportunity for price improvement based on historical performance), and the likelihood of a fill. The market centers to which Apex Clearing Corporation routes customer orders may execute orders at prices superior to the publicly quoted market. While a customer may not specify that an order be directed to a particular market center for execution, Apex's order-routing policies, taking into consideration the factors referenced above, are designed to seek favorable transaction processing for customers. The nature and source of any payments or credits received by Apex Clearing Corporation in connection with any specific transactions will be furnished upon written request.

Under SEC Rule 606(a), broker-dealers that route equity and option orders on behalf of customers are required to prepare quarterly reports that disclose specific information about their order routing practices for non-directed order (i.e. Any order that the customer has not specifically instructed to be routed to a particular venue for execution.) in NMS stocks and option contracts in NMS securities. Please click [here](#) to view the most recent quarterly report.

Under SEC Rule 606(b)(1), customers can request specific order routing and execution information for the preceding six months. The information will include the identity of the venue where your orders were routed for execution, whether the orders were directed or non-directed, and if executed, the time of execution.

Under SEC Rule 606(b)(3), broker-dealers are required, upon request of a customer that places not-held orders, to provide specific disclosures regarding routing and execution of such orders for the prior six months.

## **20. Fees and Charges.**

AFBS does not typically charge fees or commissions. You understand that occasionally there may be circumstances, such as the placement of certain buy or sell orders or other services provided under this AFBS Customer Agreement, which may lead to charges or commissions. Please refer to the current "AFBS Fee Schedule" available at <https://apexfintechsolutions.com/legal/disclosures/apex-fintech-brokerage-services/> any and all fees and charges of AFBS and Apex that you may incur at the prevailing rate, and You acknowledge that such prevailing rates may subsequently change from time to time without notice to you. I also agree to pay all applicable federal, state, and local taxes to the appropriate parties. You authorize AFBS to automatically debit your Account for any such brokerage commissions, charges, fees, and taxes.

## **21. ACH Transactions.**

### **21.1. Debit Transactions.**

Apex will initiate an ACH debit at your request to debit funds from an account that you own at another financial institution ("**External Account**") for deposit into your Account. You understand that in order for Apex to initiate an ACH debit, the financial institution holding your External Account must participate in the ACH system. You understand that for the ACH transfers to be established, at least one common name must match exactly between your Account and your External Account. You authorize Apex to take such steps as it deems appropriate to verify your ownership of External Account, including by telling the bank at which such External Account is held that you have authorized and consented to such bank disclosing to Apex any information that Apex may request about you or your External Account. You also agree to cooperate with Apex's verification of your ownership of such External Account by promptly providing any identification or other documentation that Apex may request regarding such External Account. You represent and warrant that there are sufficient funds in your External Account to cover the amount of the deposit to your Account. Apex will initiate the ACH debit to your External Account on the Business Day or next Business

Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Apex by 7:00 p.m. Eastern on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

"**Business Days**" are Monday through Friday, excluding U.S. federal holidays.



Within 60 days of the date of your ACH deposit, your funds may only be withdrawn to the External Account from which such funds were debited.

You understand that an ACH debit transfer may be reversed or rejected if: (A) there are insufficient funds in your External Account; (B) there is a duplicate transaction; (C) the transaction is denied by the bank holding your External Account; (D) your External Account does not support ACH transfers; or (E) suspected fraud or other potential illicit activity. You acknowledge that in the event of an ACH reversal, you may incur a fee. Before initiating making an ACH debit transfer, you agree to check the most recent Apex Fintech Solutions Brokerage Fee Schedule available in the [Disclosure Library](#). You agree that you are solely liable and responsible for any ACH reversal fees that you incur.

## **21.2. Credit Transactions.**

Apex will initiate an ACH credit at your request to transfer funds from your Account to an External Account; provided, however, that funds deposited by ACH within the previous 60 days, may only be credited to the External Account from which such funds were debited. You agree that you will have sufficient Available Funds in your Account to cover the amount of any ACH credit that you ask Apex to initiate. Apex will debit the amount of such request from your Account on the Business Day or next Business Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by Apex on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

You agree that Apex may use any means which Apex, in its sole discretion, considers suitable to execute your ACH credit transfers, and that Apex may reject any ACH credit request in the event of suspected fraud or other potential illicit activity.

## **22. Reserved.**

## **23. Reserved.**

## **24. Reserved.**

## **25. Disclosure of Information.**

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the Apex Privacy Policy (available in the Disclosure Library), as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that Apex may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law, regulation, government, or court order or subpoena; or (v) in accordance with your written permission or as otherwise permitted under the Apex Privacy Policy.

## **26. Deposits.**

### **26.1. General; Holds.**

You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods, which are described in the Funds Availability schedule available in the [Disclosure Library](#). You understand and agree that Apex reserves the right to modify the Funds Availability schedule at any time by posting an updated schedule in the Disclosure Library or otherwise providing notice to you. During the applicable hold period, your funds will not be available for Payments, withdrawal, or the settling of securities transactions, in each case as described in the Funds



Availability schedule. You further understand and agree that Apex reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in the Funds Availability schedule to the extent Apex determines that additional time is needed to verify information about the item deposited or the sender or if Apex otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.

#### **26.2. Mistaken Deposits.**

If funds are deposited or transferred into your Account by mistake or otherwise, you agree that Apex may correct the situation and deduct any interest paid by Program Banks (as such term is defined in Section 27), if applicable, without prior notice to you.

#### **26.3. Returned Funds.**

You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, Apex may charge the transfer and interest paid by Program Banks, if applicable, against your Account, without prior notice to you.

### **27. Reserved**

### **28. Consent to Redeem Shares.**

You understand and agree that whenever it is necessary for Apex's protection or to satisfy a deficiency, debit or other obligation owed to Apex, Apex may (but is not required to) sell, assign and deliver all or any part of the securities in your Account, or close any or all transactions in your Account. You understand that Apex may, but is not obligated to, attempt to contact you before taking any such action. You understand and agree that Apex reserves the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption, and that any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

You further understand that Apex may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation, and may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that Apex chooses in the exercise of its business judgment. You agree not to hold Apex liable for the choice of which securities to buy or sell or of which transactions to close or for the timing or manner of the liquidation. You also agree not to hold Apex liable for taking such action.

You understand and agree that Apex is entitled to exercise the rights described in this Section in its sole discretion, including, but not limited to, whenever any of the following occurs:

- The equity level in your Account falls below required minimums;
- Sufficient funds or securities are not deposited to pay for transactions in your Account;
- You reverse any ACH debit transfer to your Account;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against you;
- An attachment is levied against your Account;
- You die or become incapacitated or incompetent; or
- Your Account is closed.

### **29. RESERVED**

### **30. Electronic Signatures; Modifications to the Agreement.**

You agree to transact business with Apex electronically. By electronically signing an application for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Apex's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that Apex may modify this Agreement from time to time and you agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this

Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Apex's electronically stored copy of the Agreement.

### **31. Right of Offset; Liquidation.**

#### **31.1. Breach; Security Interest**

Whenever in its discretion Apex Clearing Corporation considers it necessary for Apex's or your protection or in the event of, but not limited to; (i) any breach by you of this or any other agreement with Apex or its Affiliates or (ii) your failure to pay for securities and other property purchased or to deliver securities and other property sold, Apex Clearing Corporation may sell any or all securities and other Property held in any of your Accounts or accounts held with any of our Affiliates (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other Property, or borrow or buy any securities and other Property required to make delivery against any sale, including a short sale, effected for you, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which you expressly waive, and Apex Clearing Corporation may require you to deposit cash or adequate collateral to your Account prior to any settlement date in order to assure the performance or payment of any open contractual commitments or unsettled transactions. Apex has the right to refuse to execute securities transactions for you at any time and for any reason.

Any and all securities and other Property now or hereafter held, carried or maintained by Apex in or for any of your Accounts (either individually or jointly with others), now or hereafter opened, including any accounts in which you may have an interest, shall be subject to a first and prior lien and security interest for the discharge of all of your Obligations to Apex, whenever or however arising and without regard to whether or not Apex have made advances with respect to such securities and other Property, and Apex Clearing Corporation is hereby authorized to sell or purchase any and all securities and other Property in any of your Accounts, or to transfer any such securities and other Property among any of your Accounts, to the fullest extent allowed by law and without notice where allowed by law.

Apex shall have the right to transfer securities and other Property so held by Apex from or to any other of your Accounts whenever Apex so determines.

#### **31.2. Liquidation**

In the event of your death, or in the event the margin in any margin account in which you have an interest shall in either Apex Clearing Corporation' or Apex Fintech Brokerage Services' discretion become unsatisfactory or be deemed insufficient, Apex is hereby authorized; (a) to sell any or all securities or other Property which Apex may hold for you (either individually or jointly with others); (b) to buy any or all securities and other Property which may be short in such accounts; or (c) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of Apex's rights provided herein. Apex Clearing Corporation may likewise accept and rely upon instructions which Apex Clearing Corporation receives from Apex Fintech Brokerage Services to take, make, or effect any of the aforementioned actions or transactions. Apex Clearing Corporation shall have the discretion to determine which securities and other Property are to be sold and which orders or contracts are to be closed. Any such sales or purchases may be made at Apex's discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and Apex Clearing Corporation may be the purchaser for its own account.

#### **31.3. Payment of Indebtedness Upon Demand; Right of Offset.**

You shall at all times be liable for the payment upon demand of any Obligations owing from you to Apex, and you shall be liable to Apex for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in this Section or otherwise), in whole or in part, by Apex or by you; and you shall make payment of such Obligations upon demand. You authorize Apex to recover amounts you owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the

balance in your Account, your external bank account, any account you own with an Affiliate of Apex, or any other payment instrument linked to your Account.

In the event that you have a negative balance in any account you own with an Affiliate of Apex, you authorize Apex, at our option and without notice to you, to settle any and all negative balances in an account you own with an Affiliate of Apex or debts owed to us or our Affiliates by liquidating or otherwise transferring any assets in your Account to us or our Affiliates. We or our Affiliates may also charge any consequential loss to your Account.

This authorization and/or right of offset shall survive termination of your Account and this Agreement. If Apex's attempt to recover funds is not successful, you agree that the authorization and/or right of offset hereunder includes a grant to Apex of any additional authorizations and/or rights of offset required to recover the amount you owe to Apex in complete compliance with any applicable laws, rules or industry regulations. Apex may take these actions without prior notice to you.

#### **31.4. Sales/Short Sales.**

You understand and agree that if a security is not held in my Account and a sell order is processed, you must promptly deliver such security to Apex 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 the sole discretion of Apex, to cancellation or buy-in. To ensure this will not occur, you agree to only place sell orders for securities owned by you and held in your Account at the time my order is placed. Proceeds of a sale will not be paid to you or released into your Account until Apex has received the security in good deliverable form, whether from a transfer agent or from you and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, Apex may in its sole discretion purchase the security on the open market for your Account and may liquidate and close out any and all securities in your Account in order to pay for such purchase. In the event a security is bought in, you will be responsible for all resulting losses incurred by Apex.

#### **31.10. Costs of Collection**

Without limitation to any other indemnities in this Agreement, all Losses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by Apex in the (i) collection of a debit balance or any unpaid deficiency in any of your Accounts with Apex or (ii) defense of any matter arising out of your securities transactions, shall be payable to Apex by you.

#### **31.11. Pattern Day Trader**

Apex Fintech Brokerage Services will monitor trading activities and alert or restrict those customers at risk of qualifying as "pattern day traders." A pattern day trader, as defined under FINRA Rule 4210(f)(8)(B), is any customer who executes four or more day trades within five Business Days, provided the number of day trades is more than six percent of the total trades in the account during that period. All Accounts designated as a pattern day trading accounts will be required to maintain \$25,000 equity at all times in order to continue day trading. It is important that you fully understand the risks involved in day trading securities, as described in the Day Trading Risk Disclosure located within the AFBS [Disclosure Library](#).

### **32. Extended Trading Hours**

In certain circumstances, you may be able to engage in Extended Hours trading, meaning, for purposes of this section, trading outside of the regular trading hours of 9:30 a.m. and 4:00 p.m. Eastern. This ability may be limited to certain account types or other eligibility criteria, and the order types available for Extended Hours trading may be limited. You may not execute Extended Hours trades in an IPO on its first day of trading. There are unique risks to Extended Hours trading and by participating in this type of trading, you are deemed to understand and agree to accept such risks, including those set out in the Extended Hours Trading Disclosure available in the [Disclosure Library](#). If any terms of the Extended Hours Trading Disclosure conflict with any terms of this Agreement, the terms of this Agreement will control.

### **33. Phone Calls.**

You agree that, by providing information Apex requests, opening or applying to open, or maintaining an Account, or by downloading any App, Apex and its third-party service providers, including third-party debt collection agencies, may contact you either (i) via mail, phone, or email, or other details you have provided, or (ii) via any other form of electronic or other communications facility available via the Platform or a third party service provider such as “chat”, “voice”, or messaging functionality.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you consent to receive calls (including text messages) at any time of day made to that phone number that may be prerecorded or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), telemarketing, investigating or preventing fraud, or collecting amounts owed to Apex. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing to [AFSPPrivacy@apexfintechsolutions.com](mailto:AFSPPrivacy@apexfintechsolutions.com). Please note, even if you opt out, we may still make other calls as permitted by law.

### **34. Consent to Electronic Delivery of Documents.**

#### **34.1. Consent.**

**By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents.** “Account Documents” include notices, disclosures, current and future account statements, regulatory and shareholder communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding your Account, this Agreement (including amendments to this Agreement), and the agreements and disclosures governing the services delivered or provided to you by Apex, the issuers of the securities or other property in which you invest, and any other parties. You agree that you can access, view, download, save, and print any Account Documents you receive via electronic delivery for your records.

#### **34.2. Electronic Delivery System.**

You acknowledge that Apex’s primary methods of communication with you include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to your email address of record, and (D) to the extent required by law, providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, Apex reserves the right to post Account Documents on the Website without providing notice to you. Further, Apex reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account Documents provided to you in any of the foregoing manners are considered delivered to you personally when sent or posted by Apex, whether you receive it or not.

All email notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the email address that you have provided Apex until you provide Apex with a new one. You agree that Apex may send email communications to you at any time of day, without restriction. You understand that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from Apex or its Affiliates are not marked as SPAM. If a notification cannot be delivered to you because you failed to maintain a valid and/or deliverable email address with Apex, such notification will be sent to you via postal mail for a fee, as described in Section 34.3, below, and in the Fee Schedule within the AFBS [Disclosure Library](#). Regardless of whether or not you receive an email notification, you agree to check the Website regularly to avoid missing any information, including amendments or supplements to this Agreement, or time-sensitive or otherwise important communications. If you authorize someone else to access the email account you have provided Apex, you agree to tell them to share the Account Documents with you promptly, and you accept the risk that they will see your sensitive information. You understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Apex, its Affiliates, and Apex and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Account Documents when they are delivered and notify Apex Fintech Brokerage Services in writing within five days of delivery if you object to the information provided (or other such time specified therein). If you fail to object in writing within such time, Apex is entitled to treat such information as accurate and conclusive. You will contact Apex to report any problems with accessing the Account Documents.

#### **34.3. Costs and Fees.**

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. Apex will not charge you additional online access fees for receiving electronic delivery of Account Documents.

Additionally, if you fail to maintain a valid and/or deliverable email address of record on your Account, Apex reserves the right to charge you a fee for certain documents that must be re-delivered via postal mail. You will incur such fee for each instance of postal mail delivery until such time as you update your email address. The types of Account Documents that are subject to these fees and the current fee amounts are detailed in the Fee Schedule within the AFBS [Disclosure Library](#). You agree that Apex may deduct these fees from your Account consistent with the terms of this Agreement, including but not limited to the provisions in Section 28 of this Agreement.

#### **34.4. Archival.**

Upon your request, you may obtain electronic copies of account statements and trade confirmations, subject to availability.

#### **34.5. Revocation of Consent.**

Consent to electronic delivery of documents is required to establish and maintain an Account with Apex Fintech Brokerage Services. Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying Apex Fintech Brokerage Services in writing of your intention to do so. However, you understand that if you revoke or restrict your consent to electronic delivery of Account Documents, Apex Fintech Brokerage Services has the right to restrict and/or close your Account, and terminate your access to Apex's services. Apex may elect to deliver Account Documents by other means, including paper delivery via postal mail, which will not revoke or otherwise affect your consent. You understand that neither your revocation or restriction of consent nor Apex Clearing Corporation's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

#### **34.6. Duration of Consent.**

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or Apex Fintech Brokerage Services revokes it. You understand that it may take up to three Business Days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

#### **34.7. Hardware and Software Requirements.**

You understand that in order to receive electronic deliveries, you must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Apex Fintech Brokerage Services may specify and to which you have access. You also understand that if you wish to download, print, or save any information you wish to retain, you must have access to a printer or other device in order to do so.

#### **34.8. Consent and Representations.**

You hereby agree that you have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid email address and continue to have access to the Internet. If your email address changes, you agree to immediately notify Apex Fintech Brokerage Services of your new email address in writing.

### **35. Recording and Monitoring of Communications.**

You understand and agree that Apex or our third-party service providers acting on our behalf may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Apex does not consent to the recording of telephone conversations by any third party or by you. You acknowledge and understand that not all telephone or electronic communications are recorded by Apex, and Apex does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

### **36. Rule 14b-1(c)**

You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires Apex to disclose to an issuer, upon its request, the names, addresses, and securities positions of your customers who are beneficial owners of the issuer's securities held by us in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only. If you wish to object, you agree to send an email to [apexdirect@apexfintechsolutions.com](mailto:apexdirect@apexfintechsolutions.com) with "Rule 14b-1(c) objection" in the subject.

### **37. Miscellaneous Provisions.**

#### **37.1. Contact Information.**

Apex Customer Service may be contacted by visiting the [investor help page](#) or by email at [apexdirect@apexfintechsolutions.com](mailto:apexdirect@apexfintechsolutions.com)

#### **37.2. 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. References to "days" means calendar days unless indicated otherwise.

#### **37.3. Binding Effect; Assignment.**

This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Apex's prior written consent. Apex may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.

#### **37.4. Severability.**

If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed 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.

### **37.5. Website Postings.**

You agree and understand that Apex may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Account, on the [Website](#) from time to time including in the Disclosure Library, and that this includes updates or amendments to this Agreement or other agreements or Risk Disclosures incorporated in or referenced in this Agreement (“**Website Postings**”). You understand that it is your continuing obligation to monitor the Website and the Disclosure Library for Website Postings and to understand the terms of the Website Postings. You agree to be bound by the Website Postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Account.

### **37.6. Entirety of Agreement.**

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

### **37.7. Amendment.**

Apex may at any time amend this Agreement and any other agreement or document incorporated or referenced in this Agreement without prior notice to you. The current version of the Agreement will be posted in the Disclosure Library, and your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether you have actually reviewed them. Continued use of the Platform or any other Apex services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website and the Disclosure Library for up-to-date information about Apex services and any modifications to this Agreement, Risk Disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by Apex. Apex is not bound by any verbal statements that seek to amend the Agreement. Any communication from you that purports to amend or supplement the terms of this Agreement or impose other terms on Apex will only take effect if agreed to in writing and signed by one of our authorized signatories.

### **37.8. Termination.**

Apex may terminate this Agreement, or close, deactivate, or block access to your Account at any time in its sole discretion. You will remain liable to Apex for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. You may terminate this Agreement after paying any Obligations owed upon written notice. This Agreement survives termination of your Account.

If Apex terminates this Agreement or closes or deactivates your Account or any services related to your Account, you agree that Apex is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (iii) close your Account. This is without limitation to Apex’s other rights under this Agreement or otherwise.

Apex will not be responsible for any Losses caused by Apex discontinuing or closing your Account or any services, or any liquidation of your Property or closure of your Account, including any tax liabilities.

### **37.9. No Waiver; Cumulative Nature of Rights and Remedies.**

You understand that Apex's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Apex's part to exercise any power or right given to Apex in this Agreement, or a continued course of such conduct on Apex's part, 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. All rights and remedies given to Apex in this Agreement are cumulative and not exclusive of any other rights or remedies to which Apex is entitled.

#### **37.10. International Customers.**

The Platform shall not be considered a solicitation for or offering of any investment product or service to any person outside the United States. You understand that Apex is based in the United States and that Apex accepts only U.S. currency in Apex's customer accounts.

### **38. Governing Law.**

This Agreement and all transactions made in your Account shall be governed by the laws of the State of Texas (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 market (and its clearing house) on which transactions are executed.

### **39. 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 in 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, any other agreement between you and Apex, any Account established hereunder, any transaction therein, shall be settled by arbitration before FINRA Dispute Resolution, Inc. ("FINRA DR") in accordance with the rules of FINRA DR.**

**C. If you are a foreign national, non-resident alien, or if you do not reside in the United States, you agree to waive your right to file an action against Apex 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; or (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.**

ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement. **YOU ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN. YOU ALSO AGREE THAT (1) ANY OF YOUR MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY APEX OR LOANED TO OTHERS; (2) YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND (3) YOU HAVE REVIEWED A COPY OF THE MARGIN DISCLOSURE**



STATEMENT, (4) YOU HAVE BEEN PROVIDED AND AGREE TO THE [ACC CRS](#), [ACC CUSTOMER INFORMATION BROCHURE](#), [DAY TRADING RISK DISCLOSURE](#), [EXTENDED HOURS TRADING DISCLOSURE](#), [ETP DISCLOSURE](#), [BUSINESS CONTINUITY PLAN SUMMARY](#), [FINRA PUBLIC DISCLOSURE PROGRAM](#), AND AFBS DISCLOSURES PRESENTED WITHIN THE AFBS [DISCLOSURE LIBRARY](#), INCLUDING THE [AFBS CRS](#), WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

## Appendix A: Electronic Fund Transfer Services Disclosures Addendum

The following disclosures apply to EFT transactions.

Solely for purposes of these disclosures: (i) references to the Bank shall include any financial institution that provides services in connection with ACH, Move Money, or other EFT transactions; (ii) "you" and "your" mean the owner of the Account; and (iii) "we" and "us" means Apex and the Bank collectively.

### 1. Your Liability.

**Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the Available Funds in your Account.**

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### 2. Contact in event of unauthorized transfer.

You should call 203-557-4458, visit the [investor help page](#), or email us at [apexdirect@apexfintechsolutions.com](mailto:apexdirect@apexfintechsolutions.com) if you believe a transfer has been made without your permission.

### 3. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding U.S. Federal Holidays.

### 4. Transfer Types and Limitations.

- a ACH Transfers** *if applicable*. I understand that funds deposited via Automatic Clearing House ("ACH") are subject to a holding period before disbursement of such funds are allowed. Additionally, after making a new bank account connection, I understand that all disbursements to that newly linked bank account may be subject to a holding period. Furthermore, I understand I may be limited to a limited number of bank account connections over a rolling 365-day period, and I may be limited to a certain number of deposits I can make within a rolling 24-hour period. I understand that for the ACH transfers to be established, at least one common name must match exactly between my Apex brokerage account and bank accounts. To send and receive ACHs my bank must be a member of the ACH system. If I make an ACH deposit, my ability to withdraw funds related to such ACH deposit will be at the sole discretion of AFBS. An ACH bank reversal may occur when: (i) there are insufficient funds in my bank account; (ii) there is a duplicate transaction; (iii) the transaction is denied; or (iv) the type of account is incorrect. I acknowledge that in the event of an ACH bank reversal, I may incur a fee. Before making an ACH transfer, I agree to check AFBS's most recent Fees Schedule, available at <https://apexfintechsolutions.com/legal/disclosures/apex-fintech-brokerage-services/>, am solely liable and responsible for any ACH reversal fees that I incur, and should I incur an ACH reversal, any positions paid for with uncleared funds will be liquidated unless they are properly paid for within 2 business days. Further, if I make an ACH deposit and such funds fail to clear, Apex reserves the right to take any further action described in this Customer Agreement to receive the funds owed.
- b International Wire Transfers.** AFBS does not allow for international wire transfers.

**c Domestic Wire Transfers.** AFBS does not allow for domestic wire transfers.

**d Instant Cash Transfers.** I understand that funds transferred via Instant Cash Transfer ("ICT") are subject to verification and may incur a holding period before the disbursement of such funds is permitted. For ICTs to be processed, at least one common name must match exactly between my AFBS brokerage account and my bank accounts. To send and receive ICTs, my bank must support instant transfer capabilities. An ICT reversal may occur under circumstances including, but not limited to: (i) insufficient funds in my bank account; (ii) a duplicate transaction; (iii) a denied transaction; or (iv) the use of an incorrect account type. I acknowledge that in the event of an ICT reversal, I may incur a fee. Before executing any ICT, I agree to consult AFBS's most recent Fees Schedule, available within the [AFBS disclosures page](#). I agree that I may be solely liable and responsible for any fees incurred from an ICT reversal, and in the event of such a reversal, any transactions funded with uncleared funds will be liquidated unless they are fully paid for within 2 business days. Additionally, should ICT funds fail to clear, AFBS reserves the right to pursue any further action as outlined in the AFBS Customer Agreement to secure the funds owed to AFBS.

## **5. Fees.**

We will not charge you any fees for initiating EFTs on your behalf.

If you make external transfers of funds from your Account via DCF or IBT, you will be charged a fee, as outlined in the Fee Schedule within the AFBS [Disclosure Library](#).

## **6. Confidentiality.**

We may disclose information to third parties about you or the transfers you make:

1. Where it is necessary or helpful for completing or correcting transactions and resolving claims regarding transactions;
2. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
3. In order to comply with a valid request by a government agency, a court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed;
6. In order to prevent, investigate or report possible illegal activity;
7. As permitted by applicable law; or
8. Otherwise as necessary to fulfill our obligations under this Agreement and the terms applicable to the EFT service you are using.

Please see the Apex Privacy Policy, available in the Disclosure Library, and the applicable Bank's privacy policy, available at <https://apexfintechsolutions.com/legal/disclosures/>, for further details. (The Apex Privacy Policy and the applicable Bank's privacy policy are referred to collectively as the "**Privacy Policies**"). You hereby agree to Apex's and the Bank's collection, use, and sharing of information about you as provided in the Privacy Policies, which are made a part of this Agreement. The Privacy Policies also tell you how you can (i) limit the ways in which Bank and Apex share information about you, or (ii) request corrections to the information that Bank or Apex maintain about you. You agree that information you provide in connection with EFT services you use is being provided directly to both Apex as the holder of the Account associated with the service and the Bank as the provider of the EFT service.

## **7. Documentation.**

**Periodic Statements.** You will get a monthly Account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly. You may obtain information about the Available Funds in your Account.

## **8. Preauthorized Payments/Stop Payment Procedure and Notice of Varying Amounts.**

You do not have the right to request that Apex in advance make regular payments out of your Account, although you may ask third parties to initiate regular payments out of your Account.

**Notice of varying amounts:** If these regular payments vary in amount, the party you are going to pay is responsible for telling you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of a preauthorized transfer:** If you order us to stop a payment at least three Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

## **9. Our Liability.**

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of Apex or the Bank, you do not have enough Available Funds in your Account to complete the transaction;
2. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
3. If Apex or the Bank have reason to believe the requested transaction is unauthorized;
4. If circumstances beyond the control of Apex or the Bank (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Apex or the Bank have taken; or
5. For any other exception stated in this Agreement with you or by applicable law.

## **10. Errors or Questions About Electronic Transfers.**

In case of errors or questions about your electronic transfers, telephone us at 203-557-4458 or email us at [apexdirect@apexfintechsolutions.com](mailto:apexdirect@apexfintechsolutions.com) as soon as you can.

## Apex Market Data Addendum

This Addendum ("Addendum") supplements and is made a part of the Apex Customer Agreement (the "Customer Agreement") among Apex Fintech Brokerage Services LLC ("AFBS"), Apex Clearing Corporation and the customer agreeing to such Agreement ("Customer"). This Addendum may be amended from time to time without notice to or consent of Customer. Customer acknowledges that by opening an account with Apex and receiving market data from AFBS, Customer agrees to the terms herein.

Customer acknowledges the market data and news information are provided to AFBS by third-party service providers, and that Apex is not involved in the preparation, production or editing of such data and Apex does not explicitly or implicitly endorse or approve such content. The third-party content providers do not explicitly or implicitly endorse or approve the third-party content, nor do they or Apex give investment advice, or advocate the purchase or sale of any security or investment. Market data is provided on an "as is" basis and any use or review of market data is solely at Customer's risk. Apex and third-party data service providers: (i) do not warrant the accuracy and reliability of market data provided to Customer, (ii) do not warrant any results from use of any market data, provided, and (iii) shall bear no legal responsibility to the user for any loss or damages arising from information delay, error, or omission of any market data.

MARKET DATA IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND BY APEX OR ANY THIRD-PARTY PROVIDER. NEITHER AFBS NOR ANY THIRD-PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR ANY INACCURACY, ERROR, OMISSION, INTERRUPTION OR DELAY IN OR RELATING TO MARKET DATA OR THE TRANSMISSION OR DELIVERY OF MARKET DATA, WHETHER DUE TO ACTION OR INACTION OF AFBS OR ANY THIRD-PARTY OR OTHERWISE. CUSTOMER AGREES NEITHER A THIRD-PARTY NOR AFBS SHALL BE RESPONSIBLE, AND CUSTOMER SHALL HOLD THEM HARMLESS, FROM ANY LOSSES, LOST PROFITS, MARKET OR TRADING LOSSES, OR OTHER CLAIMS FOR DAMAGES ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OR REVIEW OF ANY MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS ADDENDUM SHALL BE IN ADDITION TO, AND IN NO WAY LIMIT, THOSE CONTAINED IN THE AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND AFBS NOW OR IN THE FUTURE.

Customer acknowledges AFBS may change, suspend, or cease its provision of market data or means of sharing such data at any time and without notice, in AFBS's sole discretion.

Customer warrants and represents it is a "Non-Professional" investor, and that it is not a "Securities Professional". Customer acknowledges it may only receive market data from AFBS so long as Customer remains a Non-Professional investor. As used herein, "Non-Professional" means any natural person who receives market data solely for their own personal, non-business use and who is not a "Securities Professional." A "Securities Professional" for these purposes includes an individual who, if working in the United States, is: (a) registered or qualified in any capacity with the Securities and Exchange Commission (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, or self-regulatory body; (b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Securities Professional" if they perform the same function(s) as a person who would be considered a "Securities Professional" in the United States. Any use of Market Data for business, professional or other commercial purpose is not compatible with Non-Professional status, even if the commercial use is on behalf of an organization that is not in the securities industry. Customer agrees to notify AFBS

immediately in the event Customer no longer meets the qualifications of a Non-Professional and shall cease use and receipt of market data.

**By accessing market data provided by AFBS, I hereby agree as follows:**

1. I understand and acknowledge that the Providers (as defined in the AFBS Customer Agreement) have a proprietary interest in the Market Data that they disseminate. I agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.
2. I understand and acknowledge that (a) the Providers are third-party beneficiaries under this Agreement and (b) the Providers may enforce this Agreement, by legal proceedings or otherwise, against me or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates.
3. I understand that neither AFBS nor the Providers, or information processor that assists any Providers in making Market Data available guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages such entity will be uninterrupted or error-free. I further understand that Market Data may come from several different financial platforms, each of which is a Provider, including but not limited to: [Polygon.io](https://polygon.io); and QUODD.
4. I certify that I fall within the definition of "Non-Professional" and that the personal and employment information that I have provided to AFBS in connection with my Account is truthful and accurate.
5. I acknowledge that I have read the preceding terms and conditions of this Addendum, understand them, and agree to and shall abide by such terms.