

## Margin Agreement

Account Number: \_\_\_\_\_

To: PENSON FINANCIAL SERVICES, INC. AND,  
To: FIRSTRADE SECURITIES INC.

1. I agree as follows with respect to the margin account I have opened with you for the purchase and sale of securities and/or the borrowing of funds. I understand that you have designated Penson Financial Services, Inc. ("Clearing Firm") as your clearing firm. I acknowledge and agree that the margin credit extended to me hereunder is provided by Clearing Firm.
2. I am of legal age and no one except the undersigned has any interest in this account.
3. All transactions for my account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearinghouse, if any) where executed.
4. Any and all securities or commodities or contracts relating thereto and all other property of whatsoever kind belonging to me or in which I may have an interest held by you or carried for my account shall be subject to a general lien for the discharge of my obligations to you, however arising and without regard to whether or not you have made advances with respect to such property, and without notice to me, may be carried in your general loans and may be pledged, re-pledged, hypothecated or re-hypothecated, separately or in common with other securities and commodities or any other property, for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities, commodities or other property.
5. I will maintain such margins as you may in your discretion require from time to time and will pay on demand any debit balance owing with respect to any of my accounts, and I will, at your request from time to time, deposit such additional collateral as may be required by the rules of any exchange or regulatory agency or as may be considered necessary or appropriate, in your discretion, to secure my obligations to you. You may, whenever in your discretion you consider it necessary for your protection, sell any or all securities or commodities or contracts relating thereto held in any of my accounts, including safekeeping accounts, and you may borrow or buy in any securities or commodities required to make delivery against any sale effected for me. Such sale or purchase may be public or private and may be made without advertising or notice to me and in such manner as you may in your discretion determine, and at any such sale you may purchase the property free from any right of redemption, and I shall be liable for any deficiency.
6. I agree to pay interest and service charges upon my account monthly at the prevailing rate as determined by you. The interest charged on the average debit balances appears on the monthly statement and indicates rate and period covered. The rate may change from time to time without notice due to fluctuations in money market rates or from other causes. It is computed by the ordinary interest method, which assumes a year to have 360 days. The actual number of days within the period is used as the numerator.
7. I agree that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and, if the security is not in your possession, that it is then impracticable to deliver the security to you forthwith, and that I will deliver it as soon as possible.
8. Reports of the execution of orders and statements of my account shall be conclusive if not objected within five days and ten days, respectively, after transmittal to me by mail or otherwise.
9. At any time and from time to time you may, in your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
10. This agreement shall inure to the benefit of your and your clearing firm's successors and assigns, shall be binding on the undersigned, his heirs, executors, administrators and assigns, and shall be governed by the laws of the State of New York, without reference to its choice of law doctrine. I may not assign my rights or delegate my obligations under this agreement, in whole or part, without your prior written consent.
11. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
  - (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
  - (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - (d) The arbitrators do not have to explain the reason(s) for their award.
  - (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
  - (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

I agree that any and all controversies that may arise between or among me, you and your clearing firm or any of their respective officers, directors, employees, agents, subsidiaries, or affiliates, including, but not limited to, those arising out of or relating to transactions contemplated herein, the account established hereunder, any activity or claim related to my account, or the construction, performance, or breach of this or any other agreement between or among us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New York Stock Exchange LLC ("NYSE") or FINRA Dispute Resolution, Inc. ("FINRA DR"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before the NYSE or FINRA DR, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

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

12. **LENDING AGREEMENT.** You are hereby authorized from time to time to lend separately or together with the property of others to yourself and to others any property which you may be carrying for me on margin. This authorization shall apply to all accounts carried by you for me and shall remain in full force until written notice or revocation is received by you. I agree that you may retain the benefits you receive from lending such property. I also agree that I may lose some of my rights in such property so lent including, without limitation, the receipt of dividends, the receipt of proxy materials, and the right to vote. I understand that any payment that I may receive in lieu of my lost dividends may receive tax treatment less favorable than that accorded to dividends.

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

14. I understand you have the right to request a deposit or delivery of securities before executing a securities transaction. You have the right to refuse to execute securities transactions for me at any time and for any reason. I understand and agree that securities I purchase will be paid in full by the settlement date. I grant you the right of set-off. I agree to satisfy, upon demand, any indebtedness to you, including any interest, commission charges, and fees. I further agree to pay any loss, cost, and expense you may incur, including reasonable attorney's fees, (i) to collect any amount I owe you or failure to settle any securities transactions properly and for any other reason and (ii) to reimburse you if you become party to any action arising out of my securities transactions. I authorize you and/or Clearing Firm to obtain a consumer report at the time of this agreement to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, you and/or Clearing Firm will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied by Clearing Firm, as a result of the consumer report verification, I authorize Clearing Firm to provide to you the reason(s) for such denial.

15. I understand that if any term of this agreement is found to be invalid or unenforceable, all other provisions will remain in force. This agreement may be amended upon written notice from you. I agree that your failure to insist on strict compliance with this agreement is not considered a waiver of your rights under this agreement. At your discretion, you may terminate this agreement at any time on notice to me. I understand, however, that I will continue to be responsible for any obligation incurred by me prior to termination.

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #11 I AM AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME, YOU, AND CLEARING FIRM, AND (2) RECEIPT OF A COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
(Signature of applicant)

\_\_\_\_\_  
(Signature of co-applicant)

Date \_\_\_\_\_

Date \_\_\_\_\_



## Margin Application Supplement

Per the employment and financial information provided below, I (we) would like to open a margin account.

<b>Account Name(s)</b> (must be the same as on your corresponding cash account) <input style="width:95%; height: 20px;" type="text"/>	<b>Firsttrade Account Number</b> (if application is for an existing account – otherwise leave blank) <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/> - <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/> <input style="width:20px; height: 20px;" type="text"/>
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<b>Source of Income:</b>
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<b>Employment Information</b>	
<small>Primary Applicant</small>	<small>Co-Applicant</small>
Employer Name	Employer Name
Employer Address	Employer Address
Employer Telephone Number	Employer Telephone Number
Position/Occupation	Position/Occupation

<b>Financial Status</b>					
<small>Primary Applicant</small>			<small>Co-Applicant</small>		
Annual Income	Liquid Net Worth (cash + securities only)	Total Net Worth (excluding residence)	Annual Income	Liquid Net Worth (cash + securities only)	Total Net Worth (excluding residence)

<b>Investment Experience</b>							
<small>Applicant's Experience</small>	Stocks	Bonds	Options	<small>Co-Applicant's Experience (For Joint Accounts Only)</small>	Stocks	Bonds	Options
Years				Years			

<b>Investment Objectives</b> (Margin requires "Speculation" and/or "Growth" to be checked)					
<input type="checkbox"/> Income	<input type="checkbox"/> Speculation	<input type="checkbox"/> Growth	<input type="checkbox"/> Capital Preservation	<input type="checkbox"/> Other	

<b>Applicant(s) Signature</b>			
X	X		
<small>Applicant's Signature</small>	<small>Date</small>	<small>Co-Applicant's Signature</small>	<small>Date</small>

<b>Office Use Only</b>	
Approved by (Manager) _____	Date: _____

Please send the completed form to Firsttrade via the following methods:

By Mail	Fax	Email
Firsttrade Securities Inc 133-25 37 <sup>th</sup> Ave Flushing, NY 11354	+1(718)961-3919	Please scan the completed form and email to newaccounts@firsttrade.com



## Margin Disclosure Statement

Your brokerage firm is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by your firm. Consult your firm regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

**You can lose more funds than you deposit in the margin account.** A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).

**The firm can force the sale of securities or other assets in your account(s)** If the equity in your account falls below the maintenance margin requirements or the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

**The firm can sell your securities or other assets without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.

**You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.

**The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice.** These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).

**You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.