



## Customer Relationship Summary

### 1. Introduction

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

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

#### 2. Relationships and Services

Firsttrade is an online discount broker-dealer that provides self-directed brokerage services and a complete suite of investment products. Firsttrade **does not** provide investment advice or make recommendations to you on what type of account to open. You decide the type of account, type of investment, and when to purchase or sell an investment. Apex Clearing Corporation is the clearing firm that carries your account.

- We provide self-directed investors with an online and mobile trading platform. The ultimate decision as to your investment strategy and the purchase or sale of investments will be yours.
- The investment products that we provide to you are stocks, Fixed Income Securities, CDs, mutual funds, index funds, Exchange Traded Funds (ETFs), options, margin investing, Dividend Reinvestment Plans (DRIP's) and Securities Lending Income Programs.
- Fractional share trading executed by Apex Clearing marked as Principal Trades. Please see [disclosure](#).
- We do not monitor the performance of your account. We do check your account for other purposes such as compliance and to ensure your account does not present undue risk to Firsttrade.

Additional Information:	Please visit our website ( <a href="http://www.firsttrade.com">www.firsttrade.com</a> ) for more detailed information about our broker-dealer products and services.
Conversation Starter:	• <i>Given my financial situation, should I choose a brokerage service? Why or why not?</i>

### **What fee will I pay?**

#### 3. Fees, Costs, Conflicts and Standard of Conduct

- **Commissions:** Commissions are transaction-based fees charged by brokers. We currently offer \$0 transaction fees (commissions) for **online orders** when you buy or sell a stock, mutual fund, index fund, exchange traded fund or option. There is a fee on **phone orders**: Stocks/ETFs - \$19.95; Options - \$19.95+\$0.50/contract; Load Funds - No Charge; No-Load Funds - \$19.95, which is subtracted from your investment amount at the time of purchase. A Short-Term Redemption Fee of \$19.95 will be applied to redemptions of mutual fund shares held less than 90 days. Please see our fee schedule at [firsttrade.com/pricing](https://firsttrade.com/pricing).
- **Exchange, Regulatory, and Clearing Fees:** Exchanges, clearing houses and regulators may charge Firsttrade fees. These fees may be charged to your account depending on the products you trade.
- **Account Maintenance Fees:** There are no account maintenance or inactivity fees.
- **Subscription Service Fees:** You have free access to the third-party research tool. Financial customers may elect to access market data or other services with a monthly fee.
- **Interest and Financial Costs:** If you borrow on margin or borrow stock for short selling, the margin interest and stock borrow fee will apply to your account, please see our rate chart at [firsttrade.com/pricing/marginrate](https://firsttrade.com/pricing/marginrate).
- **Description of Other Fees and Costs:**

- Mutual funds, index funds and exchange traded funds may impose internal fees and expenses, which will reduce the amount of your investment.
- Bonds and CDs have mark-ups or mark-downs which are costs included in the price you pay for the investment.
- We deliver monthly/quarterly account statements to you electronically or in paper format as instructed by you. If the electronic delivery registration fails an extra mailing fee will apply.
- A standard industry transfer fee will be charged for conducting a complete or partial account transfer to another firm.

Additional Information:	You will pay any applicable fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.
Conversation Starter:	• <i>Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?</i>

### **What are your legal obligations to me when providing recommendations? How does your firm make money and what conflicts of interest do you have?**

We **do not** provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services, we provide you. Here are some examples to help you understand what this means.

- We do not receive any incentives on any investments that you make.
- We do not conduct proprietary trading against customer accounts.
- We receive third-party payments, such as 12b-1 fees from mutual fund companies.
- We share interest revenue from the clearing firm on customer credit and margin balances.
- We receive payment for order flow and securities lending from the clearing firm and market makers, and other third parties through whom Firstrade executes customer orders.

Additional Information:	We mitigate potential conflicts of interest by not providing recommendations as to what investment products to purchase, sell or hold. We prohibit our employees from recommending investments or providing investment, financial, legal or tax advice to retail investors.
Conversation Starter:	• <i>How might your conflicts of interest affect me, and how will you address them?</i>

### **How do your financial professionals make money?**

Our financial professionals are paid a fixed base salary and merit-based discretionary bonuses. The bonus component is calculated based on factors including company and individual performance and may include cash and non-cash compensation. They **do not** receive product sales commissions or revenue from advisory services or recommendations.

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

#### **4. Disciplinary History**

Yes. Visit [Investor.gov/CRS](https://investor.gov/CRS) for a free and simple search tool to research us and our financial professionals. Firstrade is regulated by the U.S. SEC, FINRA, each of the U.S. stock exchanges and option exchanges, each U.S. state securities regulator. Please go to [brokercheck.finra.org](https://brokercheck.finra.org) for additional information.

#### **5. Additional Information**

You can find additional information about our services on our web site ([www.firstrade.com](https://www.firstrade.com)). We are a broker-dealer rather than an investment advisory firm. We do not assign registered representatives to manage client accounts. If you have any concerns regarding the service that you receive or request a copy of the *relationship summary*, you can contact us by email at [service@firstrade.com](mailto:service@firstrade.com), or calling us at 800-869-8800.

Conversation Starter:	• <i>Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?</i>
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30-50 Whitestone Expressway  
Ste. A301, Flushing, NY 11354  
Client Services: (800) 869-8800  
From Overseas: (718) 961-6600

BRANCH-ACCOUNT NO.

REGISTERED REP CODE

## NEW ACCOUNT APPLICATION & AGREEMENT

I (We) would like to open a brokerage account with you ("my Broker").

I (We) understand you have designated Apex Clearing Corporation ("Clearing Firm") as your clearing firm.

### ACCOUNT INFORMATION

ALL INFORMATION MUST BE COMPLETED. PLEASE TYPE OR PRINT.

ACCOUNT TYPE	CASH – <i>Customer Account Agreement follows this Application</i>		
	OPTIONS – <i>Request Option Agreement</i>		
	MARGIN – <i>Request Margin Agreement</i>		
CUSTOMER TYPE	Individual		Estate – <i>Furnish Court Appointment</i>
	Joint – <i>Request Joint Account Agreement</i>		Sole Proprietorship – <i>Request Form</i>
	Trust – <i>Trustee Certification Required</i>		UTMA – <i>Indicate State Code:</i>
	Other: _____		UGMA – <i>Indicate State Code:</i>
	<i>To be answered if the account holder is a Broker or Dealer (which includes a Foreign Broker or Dealer, or a Foreign Bank acting as a Broker or Dealer)</i> Is this account a PAB account; a proprietary account of a Broker or Dealer as defined by SEC 15c3-3(a)(16)? <i>Selection required</i> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete a "New Account Form for Proprietary Account Broker (PAB)" form AND a "New Account Application Entity" form. The New Account Form is not sufficient to open a PAB account.		
ACCOUNT INFORMATION	PRIMARY APPLICANT NAME (Or NAME OF MINOR if Custodial Account)		DATE OF BIRTH
	U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, WHAT COUNTRY?	
	SOCIAL SECURITY NUMBER/ITIN	FTIN (Required for Foreign Persons)	COUNTRY OF ISSUE
	HOME ADDRESS (Cannot be a Post Office Box)		
	CITY	STATE/COUNTRY	ZIP CODE
	E-MAIL ADDRESS	CELL PHONE/HOME PHONE	BUSINESS PHONE
	MARITAL STATUS (Select One) <input type="checkbox"/> SINGLE (S) <input type="checkbox"/> MARRIED (M) <input type="checkbox"/> DIVORCED (D) <input type="checkbox"/> WIDOWED (W)		NUMBER OF DEPENDENTS
	EMPLOYER	YEARS EMPLOYED	POSITION
	BUSINESS ADDRESS		
	CITY	STATE/COUNTRY	ZIP CODE
	MAIL TO (Select One) <input type="checkbox"/> Business Address <input type="checkbox"/> Mailing Address <input type="checkbox"/> Post Office Box		
	MAILING ADDRESS		
	CITY	STATE/COUNTRY	ZIP CODE

<b>ACCOUNT INFORMATION</b> (continued)	Is the Primary Account Holder a Control Person of a publicly traded company? (Director, Officer, or 10% Stockholder) <input type="checkbox"/> Yes <input type="checkbox"/> No If YES: Provide the name of the company(s) and the stock ticker symbol(s) below. I/We promise to notify you of any changes. Company(s)/Ticker Symbol(s): _____			
	Is the Primary Account Holder an employee of, or affiliated with, the Introducing Broker firm?  If NO: Is the Primary Account Holder affiliated with, work with, or work for another member firm of a Stock Exchange or FINRA?  If YES: Provide the name of Firm: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
	JOINT APPLICANT NAME (Executor, Trustee, Custodian)		DATE OF BIRTH	
	U.S. CITIZEN <input type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, WHAT COUNTRY?		
	SOCIAL SECURITY NUMBER/ITIN /ITIN	FTIN (Required for Foreign Persons)	COUNTRY OF ISSUE	
	JOINT APPLICANT HOME ADDRESS (Cannot be a Post Office Box)			
	CITY	STATE/COUNTRY	ZIP CODE	
	E-MAIL ADDRESS	CELL PHONE/HOME PHONE	BUSINESS PHONE	
	JOINT APPLICANT MARITAL STATUS (Select One) <input type="checkbox"/> SINGLE (S) <input type="checkbox"/> MARRIED (M) <input type="checkbox"/> DIVORCED (D) <input type="checkbox"/> WIDOWED (W)		NUMBER OF DEPENDENTS	
	JOINT APPLICANT EMPLOYER		YEARS EMPLOYED	POSITION
	BUSINESS ADDRESS			
	CITY	STATE/COUNTRY	ZIP CODE	
	Is the Joint Account Holder a Control Person of a publicly traded company? (Director, Officer, or 25% Stockholder) <input type="checkbox"/> Yes <input type="checkbox"/> No If YES: Provide the name of the company(s) and the stock ticker symbol(s) below. I/We promise to notify you of any changes. Company(s)/Ticker Symbol(s): _____			
	Is the Joint Account Holder an employee of, or affiliated with, the Introducing Broker firm?  If NO: Is the Joint Account Holder affiliated with, work with, or work for another member firm of a Stock Exchange or FINRA?  If YES: Provide the name of Firm: _____			<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>TRADING AUTHORIZATION TO ANOTHER PARTY</b> Request the Trading Authorization Form from your introducing broker-dealer to grant trading authority to a third party.			
<b>GOVERNMENT IDENTIFICATION</b>	PRIMARY APPLICANT - TYPE OF IDENTIFICATION Attach a color copy of the photo identification  <input type="checkbox"/> Driver's License <input type="checkbox"/> INS Permanent Resident Alien Card <input type="checkbox"/> Passport <input type="checkbox"/> Foreign National Identification Document <input type="checkbox"/> Other: _____			
	IDENTIFICATION NUMBER	STATE/COUNTRY OF ISSUANCE	ISSUE DATE	EXPIRATION DATE



<b>LARGE TRADER ID*</b>	LARGE TRADER ID ("LTID") <i>If you have an SEC assigned LTID for any of your accounts, provide the ID(s)</i>		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
	* Additional LTIDs may be added in the section "FOR OFFICE USE ONLY" below		
<b>DIVIDEND REINVESTMENT</b>	<b>FREE DIVIDEND REINVESTMENT</b> Select whether or not you would like to have your dividends reinvested on all eligible securities. You can always change your selection by calling your investment representative.  Select ONE: <input type="checkbox"/> YES, Reinvest dividends on ALL eligible securities <input type="checkbox"/> NO, Do not reinvest any dividends		
<b>E-DELIVERY ELECTION</b>	<b>E-DOCUMENTS ENROLLMENT</b> When you enroll your account in E-Docs, you will receive trade confirmations, account statements, tax-related documents, proxies, prospectuses, annual reports, and all other eligible account documents electronically. An e-mail notification will be sent to the Account Owner's e-mail address on the same day that any electronic documents become available. Just log into your account to access E-Docs and view, print, or download your electronic documents. Please speak with your investment representative for enrollment information.		
<b>SERVICE INSTRUCTIONS</b> <i>Voluntary Sweep Program</i>	By opening your account and/or selecting yes below, you agree to enroll in the Apex Clearing Corporation Sweep Program (the "Sweep Program") and agree that you have read and understand the terms and conditions of the Sweep Program. The Sweep Program terms and conditions and the list of banks participating and/or products available in the Sweep Program can be located at ApexClearing.com/disclosures. Free credit balances in the account, including dividends and proceeds from the sale of securities that are credited to the account while enrolled in the Sweep Program, may automatically be swept in accordance with the terms of the Sweep Program. Further, you agree Apex Clearing Corporation may make changes to the Sweep Program terms and conditions or any products or banks in the Sweep Program at any time in Apex's sole discretion. Your enrollment in the Sweep Program does not guarantee free credit balances in your account will be swept. If you wish to opt out of the Sweep Program you may select "No" in this Section or you may notify your introducing firm at any time.  <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>DIRECT COMMUNICATION RULE</b> <i>Rule 14b-1(c)</i>	Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer, upon its request, the names, addresses, and securities positions of our 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 object to this disclosure, check the box below. <input type="checkbox"/> YES, I object to the disclosure of such information.		
<b>ADDITIONAL ACCOUNT INFORMATION</b>	IS THE ACCOUNT MAINTAINED FOR A CURRENT OR FORMER POLITICALLY EXPOSED PERSON OR PUBLIC OFFICIAL? <i>(Includes U.S. &amp; Foreign Individuals)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If YES: Provide the name(s) of the Official and the Official's immediate family members <i>(including former spouses)</i> and the name of the related political organization.	NAME OF OFFICAL AND IMMEDIATE FAMILY MEMBER(S)	
		NAME(S) OF OFFICIAL'S IMMEDIATE FAMILY MEMBER(S)	
		RELATED POLITICAL ORGANIZATION	
	IS THE ACCOUNT MAINTAINED FOR A FOREIGN FINANCIAL INSTITUTION AS DEFINED BY TITLE 31 OF THE CODE OF FEDERAL REGULATIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, complete the form "Foreign Financial Institution Due Diligence Questionnaire"</i>		
IS THE ACCOUNT A FOREIGN BANK ORGANIZED UNDER FOREIGN LAW AND LOCATED OUTSIDE OF THE UNITED STATES AS DEFINED BY TITLE 31 OF THE CODE OF FEDERAL REGULATIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, provide U.S. Agent for Service of Process: _____  <i>If YES, complete the form "Certification Regarding Correspondent Accounts" in addition to the form "Foreign Financial Institution Due Diligence Questionnaire"</i>  <b>NOTE: Broker-Dealers are prohibited from establishing, maintaining, administering, or managing correspondent accounts in the United States for Foreign Shell Banks. The prohibition does not include Foreign Shell Banks that are regulated affiliates.</b>			

TAX CERTIFICATION	<p>FORM W-9</p> <p>Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and <b>(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,</b> and (3) I am a U.S. citizen or other U.S. person (defined below), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p><input type="checkbox"/> <b>I am subject to withholding. Item 2 (above) is not applicable to me.</b></p> <p>Definition of a U.S. person. For federal tax return purposes, you are considered a U.S. person if you are: An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7). The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.</p> <p>See instructions for a list of Exceptions</p>		
	EXEMPT PAYEE CODE <i>(if any)</i>	EXEMPTION FROM FATCA REPORTING CODE <i>(if any)</i>	
	<p>FORM W-8</p> <p>Complete Form W-8 if you are a foreign person or business entity.</p>		
	SIGNATURES		
<p>I authorize my broker and/or Clearing Firm to obtain a consumer report at the time of application to verify my creditworthiness and to obtain a consumer report from time to time for updates, renewals, extensions, and collection activity on any approved account. Upon my written request, my broker and/or Clearing Firm will disclose to me whether it obtained a report, and if so, the name and address of the consumer-reporting agency that provided it. In the event that my account is denied by Clearing Firm, as a result of the consumer report verification, I authorize Clearing Firm to provide to my broker the reason(s) for such denial.</p> <p><b>BY SIGNING THIS APPLICATION, I (WE) ACKNOWLEDGE THE FOLLOWING (1) THAT PARAGRAPH 8 OF THE CUSTOMER ACCOUNT AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AND IN ACCORDANCE WITH THIS AGREEMENT I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME (US), MY BROKER, AND/OR CLEARING FIRM, (2) RECEIPT OF A COPY OF THE CUSTOMER ACCOUNT AGREEMENT FOLLOWING THIS APPLICATION AND MY (OUR) AGREEMENT WITH THE TERMS THEREIN AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE.</b></p>			
SIGNATURE			DATE
SIGNATURE – JOINT APPLICANT <i>(Executor, Trustee, Custodian)*</i>		DATE	

\* For Joint Accounts, BOTH parties must sign

FOR OFFICE USE ONLY			
<b>CUSTOMER ID VERIFICATION</b>	CUSTOMER IDENTIFICATION VERIFIED <i>Must be completed</i>		<input type="checkbox"/> YES
<b>SIGNATURES</b>	BRANCH MANAGER APPROVAL SIGNATURE	BRANCH MANAGER NAME	DATE
	REPRESENTATIVE SIGNATURE	REPRESENTATIVE NAME	DATE
<b>CAT FDID</b>	CAT FDID <i>By default, the FDID will be assigned at account opening. Any updates to this field post account opening will be reported as FDID replacement values</i>		CAT FDID
<b>LTID</b>	LTID		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
	LTID		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
	LTID		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
	LTID		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
	LTID		EFFECTIVE DATE
	END DATE	END REASON <input type="checkbox"/> Correction <input type="checkbox"/> Ended <input type="checkbox"/> Replaced <input type="checkbox"/> Other: _____	
<b>CAT AND OATS ACCOUNT TYPES</b>	CAT ACCOUNT TYPE <i>(Selection Required)</i>	OATS ACCOUNT TYPE	
	<b>CAT ACCOUNT TYPES:</b> <b>A: Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c) <b>E: Employee Account</b> - An employee or associated person of your Broker-Dealer <b>F: Foreign</b> - A non-broker-dealer foreign affiliate or non-reporting Foreign Broker-Dealer <b>I: Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account. <b>O: Market Making</b> - See CAT FAQ C5 <b>V: Firm Agency Average Price Account</b> <b>P: Other Proprietary</b> <b>X: Error Account</b> - Error account of the firm	<b>OATS ACCOUNT TYPES:</b> <b>A: Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c) <b>C: Combined</b> - An order representing more than one type of account <b>E: Employee Account</b> - An employee or associated person of your Broker-Dealer. <b>I: Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account. <b>O: Market Making</b> <b>P: Other Proprietary</b> <b>X: Error Account</b> - Error account of the firm.	





## Firsttrade Customer Account Agreement

Member FINRA & SIPC

### 1. General Information

This form contains important Information about your Firsttrade Securities Inc. ("Firsttrade") brokerage account which is carried by Apex Clearing Corporation ("Apex") and contains terms and conditions you agreed to by signing the brokerage account application, margin agreement (if applicable) and option agreement (if applicable). Subsequent to the approval of your Firsttrade Cash Account, you may elect to establish a Margin Account and/or Option Account. This information applies to all of your accounts with Firsttrade, including cash, margin and option accounts. Upon approval, Firsttrade will act as your broker for the purpose of transacting buy and/or sell orders for securities as instructed by you.

You agree that Firsttrade is not obligated to provide advice on the suitability of any security, transaction, or investment strategy and acknowledge that you are responsible for monitoring the profits and losses in your account. You understand that all investments carry risk, that losses may exceed the amount invested, and that past performance of any security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions related to your account, including the risks involved in buying or selling securities and the potential for loss.

Additionally, you agree that Firsttrade does not provide legal or tax advice, nor does it offer guidance on specific equities or listed options, including suitability or investment strategies. You confirm that evaluating your personal financial situation and determining the suitability of any security, transaction, or investment strategy is your responsibility alone. You further agree that you have read the entire Firsttrade and Apex Customer Account Agreements and agree to all terms and conditions in these Agreements.

For our protection against credit risks and other conditions, we may, without prior notice, decline to accept your orders or instructions or we may place restrictions on your account. You acknowledge that any order you place which Firsttrade, in its sole discretion, deems to be disruptive to the securities markets, unusual in size, type or credit risk or which exceeds Firsttrade's usual authorized limits may be subject to rejection, cancellation or modification. You acknowledge that market orders cannot always be canceled, because they are subject to immediate execution and the order may be executed before the request for cancellation is received by Firsttrade. All transactions will be subject to the applicable rules, regulations, customs and usages of any exchange or market where executed clearinghouse or self-regulatory organization and to all applicable federal and state laws, rules and regulations.

By entering this Agreement, you acknowledge receipt of the Firsttrade Securities Inc.'s [Customer Relationship Summary](#) and agree to the terms outlined in Firsttrade's [Terms and Conditions](#), including the [Self-directed Trading Account Risk Disclosure](#), [Firsttrade Margin Risk Disclosure Statement](#), [Day-Trading Risk Disclosure Statement](#), [Extended Hours Trading Disclosure](#), [Firsttrade Exchange Traded Products \(ETPs\) Disclosure](#), [Fractional Share Trading Disclosure](#), the [Characteristics & Risks of Standardized Options](#), and [FINRA Public Disclosure Program](#). You also acknowledge receipt of Firsttrade's [Privacy Policy](#) and [Electronic Services Agreement](#).

## 2. Customer Identification

To assist the government in combating terrorism funding and money laundering, federal law mandates that all financial institutions collect, verify, and record information identifying each individual who opens an account. By proceeding, you attest to being of legal age. For you, this means that when you open an account, we will request your name, address, date of birth, and other details to verify your identity. We may also ask to see your driver's license, passport, or other unexpired, government-issued identifying documents. By providing us with any information related to your account or application for an account or services, you represent and warrant that all such information is complete, true, accurate, and correct. From time to time, Firstrade may ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

You understand that Firstrade may take steps to verify the accuracy of the information you provide to Firstrade relating to your Account in your application or otherwise. You authorize Firstrade or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to Firstrade 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 Firstrade. You acknowledge that Firstrade may restrict your access to your Account pending such verification. You will provide prompt notification to Firstrade of any changes in the information including your name, address, e-mail address, and telephone number.

You affirm either that you are not an employee of any exchange, any corporation in which an exchange owns a majority of the capital stock, any member of an exchange, a member firm or member corporation registered on an exchange, a bank, trust company, insurance company, or any entity or individual involved in the securities, brokerage, or commercial paper business. Alternatively, if applicable, you confirm that you have obtained, and will provide to Firstrade, any additional documentation, including information required under FINRA Rule 3210, from your employer authorizing you to open and maintain an account with Firstrade.

If acting on behalf of a corporation, partnership, trust, or other entity, you confirm that the entity's governing instruments allow for this Agreement, that this Agreement is authorized by all necessary persons, and that the individual signing the New Account Application is authorized to bind the entity. You agree to comply with all applicable laws, rules, and regulations in connection with your account and affirm that no other person has an interest in your Firstrade account(s).

**OFAC Certification:** You acknowledge Firstrade's obligations to comply with sanctions enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Your Account is subject to U.S. sanctions laws and regulations, and you agree not to use your Account in any way that could result in a violation of these laws. You further represent and warrant that you have not been designated as a Specially Designated National (SDN) by OFAC, that you have no reason to believe you would be considered a blocked person, and that you are not acting on behalf of any such person. If OFAC imposes restrictions on a specific government or regime ("sanctioned regime"), you also represent that you are not employed by, or acting as an agent of, any entity owned or controlled by a sanctioned regime, any government-controlled entity of a sanctioned regime, or any government corporation of a sanctioned regime.

Additionally, you acknowledge that Firstrade may restrict access to your Account and cancel any pending orders if Firstrade determines that you are accessing your account from a jurisdiction under comprehensive OFAC sanctions or a jurisdiction to which Firstrade has chosen to restrict access for risk

management reasons. If your account access is restricted, you can contact Firsttrade via email at [service@firsttrade.com](mailto:service@firsttrade.com), and additional information may be required. Furthermore, you agree to notify Firsttrade and close your Account if you establish residency in a jurisdiction subject to U.S. sanctions. Firsttrade will not be liable for any losses, including trading losses, arising from the above restrictions.

**Politically Exposed Person (PEP) Certification:** You represent and warrant that you are not a Politically Exposed Person (PEP). Should you become a PEP during your time holding an Account with Firsttrade, you agree to immediately notify Firsttrade and comply with any additional due diligence measures Firsttrade may require. A PEP is defined as an individual who is or has been, or who has an immediate family member (such as a spouse, parent, sibling, child, in-law, or dependent) or close associate (someone closely connected socially or professionally) who is or has been: (1) A senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government, whether elected or appointed; (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 entrusted with a prominent public function. A senior official or executive is considered an individual with significant authority over policy, operations, or the use of government-owned resources.

### 3. Agreement Subject to Approval

This agreement will become effective only after we have reviewed and approved your application. Until then, any submitted information or requests do not constitute a binding agreement between us. We reserve the right to reject your application at our sole discretion if, during the review process, we determine that it does not meet our criteria or policies, or if additional information is required that is not satisfactorily provided. This means that even after submission, approval is not guaranteed, and we may deny the application without further obligation to proceed.

### 4. Account Essentials

**Risk:** You understand and accept that all investments carry risks, including the possibility that losses may exceed the amount originally invested. Historical performance of any security, industry, sector, market, or financial product does not guarantee future results. You are solely responsible for all investment decisions in your Account, acknowledging all associated risks, including the risk of loss in buying or selling securities. You also agree to review and understand the [Risk Disclosures](#) available on our website, including documents like the [Self-directed Trading Account Risk Disclosure](#), [Day-Trading Risk Disclosure Statement](#), [Extended Hours Trading Disclosure](#), [Firsttrade Exchange Traded Products \(ETPs\) Disclosure](#), [Fractional Share Trading Disclosure](#), [Characteristics & Risks of Standardized Options](#), [Market Volatility Disclosure](#), and [Firsttrade Margin Risk Disclosure Statement](#).

**Account Defaults:** Your Account includes default service options and preferences. You may adjust these settings once your Account is opened, and you are not obligated to use these default preferences.

**Orders and Instructions:** Any instructions or orders given through your Account, including those submitted via the Platform or using your Account credentials, are considered fully authorized by you. Firsttrade may rely on any instruction it reasonably believes is from you and will not be liable for acting on such instructions. You agree not to share access to your Account credentials with others, and if another individual accesses your Account, it is at your own risk. Firsttrade reserves the right to demand full payment before accepting orders and may take actions to cover unpaid purchases, including charging interest or liquidating assets in your Account.

**Knowledge of Account:** You are responsible for understanding the rights and terms of all securities held in your Account, including corporate actions like mergers or stock splits. Certain securities may involve valuable rights that expire without action; it is your responsibility to track these and act as needed. Firstrade is not obligated to notify you of any impending dates or take action on your behalf unless legally required.

**Statements and Confirmations:** You are responsible for promptly reviewing confirmations and statements. Any objections must be raised within two days for confirmations and ten days for account statements. Firstrade will assess objections for validity but will not assume responsibility for losses even if the objection is upheld. Your monthly statements will list all transactions and reflect the settlement date.

**Assistance by Firstrade:** Firstrade may provide operational or functional support at your request. However, any support provided does not constitute investment advice or recommendations.

**No Advice:** Firstrade does not provide tax, legal, financial, or accounting advice. You should consult your own advisors on these matters.

**Discontinuation of Services:** Firstrade reserves the right to terminate your Account or related services with written notice, especially in instances of abusive behavior toward Firstrade personnel or suspected involvement in fraudulent or money laundering activities. If your Account is closed, Firstrade may liquidate the holdings and send any net proceeds to you. Firstrade is not responsible for any losses or tax obligations resulting from the closure of your Account.

**Third-Party Authorized Representatives:** You may not grant others access to or control over your Account without prior consent from Firstrade. Firstrade may, upon receiving a completed [Trading Authorization Form](#), allow you to designate an authorized representative; however, Firstrade assumes no responsibility for this representative's actions. You accept full responsibility for all actions taken by your authorized representative on your behalf.

**Duty to Download and Update Software:** To maintain an Account, you must download and update the Firstrade Mobile App on your device as requested. Failure to maintain updated software may result in outdated content and could limit Account access. Firstrade is not responsible for losses resulting from using outdated software.

**Promotional Programs:** By participating in any Firstrade promotional programs, you agree to the terms and limitations, such as eligibility or reward restrictions.

## **5. Account Protection**

Firstrade Securities Inc. is a member of the Securities Investor Protection Corporation (SIPC), which protects brokerage account of each customer when a brokerage firm is closed due to bankruptcy or other financial difficulties and customer assets are missing from accounts. SIPC protects brokerage accounts of each customer up to \$500,000, of which \$250,000 may be in cash. Money market funds held in a brokerage account are considered securities. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit [www.sipc.org](http://www.sipc.org).

Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection

for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

## **6. Sweep Program**

If you elect to participate in the FDIC sweep program, you acknowledge and agree that: (a) you have read and understand the sweep program terms and conditions available at [www.firsttrade.com/fdicterms](http://www.firsttrade.com/fdicterms), <http://www.apexclearing.com/disclosures/>, and is aware of the products available in such sweep programs; (b) Firsttrade may make changes to the FDIC sweep programs and products at any time, with our sole discretion and with or without notice to Customer; (c) the free credit balance in your Account may begin being included in the sweep program upon account opening; and (d) Firsttrade has no obligation to monitor the applicable sweep program elected for the Customer's Account or to make recommendations about, or changes to, the sweep program that might be beneficial to the Customer.

## **7. Credit Verification**

You authorize Firsttrade to obtain a consumer credit report at the time of your application to assess your creditworthiness and, as needed, to obtain additional reports periodically for updates, renewals, extensions, or collection activities on any approved account. Based on the information in these credit reports, Firsttrade reserves the right to deny your application if negative information is identified. Additionally, Firsttrade may, at its discretion and for its own protection, request and obtain a consumer credit report at any time if deemed necessary.

## **8. Accuracy of Account Information**

You confirm that you are at least 18 years old, legally of age in your location, and authorized to enter this Agreement. You also confirm that you are the sole owner of this account, and that no one else has an interest in it unless disclosed to Firsttrade. You represent and warrant that all information provided in your new account application is accurate. You agree that the information you provide to Firsttrade is complete, true, and correct. Additionally, you commit to notifying Firsttrade in writing within ten days if there is any change in your account or profile information, including your name, address, phone number, email address, employment, or financial status.

You also agree to notify Firsttrade if you or an immediate family member is employed by a securities exchange, an entity controlled by an exchange, an exchange member or self-regulatory organization, or any broker-dealer or principal in the securities business. Furthermore, you confirm that you are not an officer, director, or 10% shareholder of any publicly traded company. You agree to inform us if any account holder becomes a director, officer, 10% shareholder, or an "affiliate" as defined by Rule 144 under the Securities Act of 1933.

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

By opening or applying to open an account to access services on the Firsttrade mobile app or website (collectively referred to as the "Platform"), you are entering into a direct contractual relationship with Firsttrade. The "Platform" includes the Firsttrade mobile app, the Firsttrade.com website, and any other websites, programs, tools, features, functionalities, services, transactions, and content provided by Firsttrade in connection with these services.

**Warranties:** You acknowledge that using Firsttrade's services (including the website, mobile app, market data, content, and other information from Firsttrade or its affiliates) is at your own risk. These services are provided "as is" and "as available" without any express or implied warranties, including but not limited to

timeliness, completeness, accuracy, uninterrupted access, or fitness for a particular purpose, unless otherwise required by applicable law. Firsttrade may occasionally release new features or tools in “beta” for testing purposes. These beta features are provided without warranty and may be modified or discontinued at Firsttrade’s discretion. The disclaimers in this section also apply fully to any beta features or tools.

**Limitation of Liability:** While Firsttrade aims to keep its platform and services available at all times, there may be occasional disruptions due to maintenance, updates, or system failures. Firsttrade and its affiliates, officers, employees, agents, and service providers (collectively, “Firsttrade parties”) are not liable for any losses you incur due to service interruptions, except where the losses arise from a breach of this agreement or applicable rules. This limitation does not restrict your rights to bring a claim against Firsttrade in any forum, including arbitration.

**Operational Interruption and Extraordinary Events:** To the extent allowed by law, Firsttrade parties are not liable for losses caused by extraordinary events outside their control, including, but not limited to, government or market restrictions, trading suspensions, high market volatility, natural disasters, network failures, and unauthorized access. This section does not limit your rights to pursue a claim or receive compensation from Firsttrade under FINRA rules or other applicable law.

**Indemnification:** Unless otherwise required by law, you agree to indemnify, defend, and hold Firsttrade, its affiliates, and their representatives (collectively, “Indemnified Parties”) harmless from any losses arising from: (i) noncompliance with this agreement, (ii) third-party actions related to your use of Firsttrade’s data or services, (iii) any misrepresentation by you or your agent, (iv) Firsttrade following or not following your or your agent’s directions, and (v) activities related to your account. If you authorize third-party access to your account, you agree to indemnify Firsttrade against any resulting claims. Firsttrade is not responsible for losses due to third-party access, including through automated systems, system failures, or third-party performance.

The Indemnified Parties are also not liable for losses caused by external factors, such as equipment failure, unauthorized access, government restrictions, or force majeure. However, this indemnification does not apply to penalties arising from the Indemnified Parties’ violation of securities laws or FINRA rules. Your rights to bring claims against Firsttrade or receive compensation remain intact under applicable law and FINRA rules.

## 10. Settlement of Transactions

The purchase and sale of securities are settled on the “settlement date.” Both stock and option transactions are now settled on the next business day (T+1) following the trade date. You therefore agree to pay us for all securities purchased by settlement date and to deliver securities sold in good deliverable form by settlement date. Unless you make other arrangements with us, we may use available funds and securities in your brokerage account to settle a transaction. Exchange and federal securities regulations require us to liquidate a transaction or an account in the event of a failure to pay for a transaction or a failure to deliver securities in good deliverable form. You agree to be fully liable for any and all brokerage commissions, fees, margin interest charges and applicable taxes due to Firsttrade and/or Apex in connection with transactions effected by you in your Firsttrade brokerage account. All checks must be made payable to Firsttrade Securities Inc. All securities must be endorsed to Apex Clearing Corporation upon delivery.

## 11. Control or Restricted Securities

Prior to placing an order in connection with any securities subject to Rule 144 or 145(d) under the Securities Act of 1933, you must advise your broker of the status of the securities, and you must furnish us with the necessary documents (including legal opinions) to clear legal transfer. You acknowledge that there may be delays involved with the processing of control or restricted securities and that you will not hold Firstrade or Apex liable for any losses caused directly or indirectly by such delays. Firstrade and/or Apex may require, in our discretion, that control or restricted securities not be sold or transferred until such securities clear legal transfer. Firstrade and/or Apex reserve the right in their sole discretion to refuse to process the legal transfer of any control or restricted securities or any security which bears a restrictive legend.

## 12. Customer's Responsibility Regarding Certain Securities

Certain securities may grant the securities holder valuable rights that may expire unless the holder takes action. These securities include (but are not limited to) warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. 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, option symbols, and option deliverables. 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. Firstrade 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.

## 13. Margin Accounts

**Service Provided:** Firstrade acts as your broker for the purchase or sale of securities on margin as directed by you, with any margin extended to you provided by Apex. You acknowledge that you are fully responsible for the repayment of all funds borrowed in your Margin Account and agree to repay this amount in full upon demand for any debit balance or additional charges.

**Margin Risk:** Margin Accounts may not be suitable for everyone. Nothing in this Agreement, any application, or any communication from Firstrade or its Representatives constitutes a recommendation to open a Margin Account or pursue any specific investment or strategy. You acknowledge that margin trading involves interest charges and risks, including the potential to lose more than you've deposited or the requirement to provide additional collateral in a declining market. Before applying for or using a Margin Account, you must assess if this account type and trading strategy align with your investment goals, experience, risk tolerance, and financial circumstances.

By applying for or electing to use a Margin Account, you confirm that you have read and understand the [Firstrade Margin Risk Disclosure Statement](#) and [Day-Trading Risk Disclosure Statement](#). You fully acknowledge the risks involved in borrowing and trading on margin.

**Maintenance of Margin:** You will, at all times, maintain such securities and other property in your account as margin collateral as required by Firstrade, Apex and/or applicable exchange and federal regulations. A margin call may be issued if your account equity falls below such requirements. Firstrade and/or Apex retain sole discretion to determine whether additional collateral will be required. You agree to maintain



in your Account with Firsttrade such positions and margin as required by all applicable statutes, rules, regulations, procedures and custom, or as Firsttrade and/or Apex deems necessary or advisable. You agree to promptly satisfy all margin and maintenance calls.

You acknowledge that Firsttrade and/or Apex are not obligated to request additional margin in the event your account falls below minimum margin requirements. Market conditions or other circumstances may not allow Firsttrade and/or Apex to give you notice when your account equity becomes deficient or to allow you time in which to deposit additional equity. Firsttrade and/or Apex, therefore, reserves the right in their sole discretion to sell securities and other property held in your account(s) as collateral, to cancel open orders, to buy securities and other property which may be short in your account, to close open option positions and to take any other action Firsttrade and/or Apex deem necessary for their protection, all without prior notice, advertisement or demand to.

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

**Interest Charges on Debit Balances:** Your account will be charged interest monthly on the average daily net debit balance in all of your accounts, in accordance with Apex's margin rules, at the prevailing rate as determined by Apex. The interest charged will appear on your monthly statement and will indicate the rate and the period covered. The rate may change from time to time without prior notice, due to fluctuations in interest rates or other causes. Interest charges are based on a 360-day interest year. Interest is computed from the 16th day of the preceding month to the 15th day of the current month, except in January and December. In January, interest is computed from the 1st day of the month to the 15th. In December, interest is computed from the 16th day of the month to the 31st. In calculating margin interest, free credit balances in all accounts will be offset against any debit in the margin account and interest will be charged on the net debit balance, if any. The rate of interest charged can be found at <https://www.firsttrade.com/content/en-us/pricing/marginrate>.

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

You agree to meet the appropriate margin requirements for your short account as required by Apex and/or applicable exchange or federal regulations. The credit balance generated by short sales in your account is not a free credit balance. If the market value of your short account is greater than the short account credit balance, interest will be charged on the appreciation in value of the short positions. If the market value of your short account is less than the short account credit balance, interest on any debit in the account will be reduced in relation to the decline in value. Each Friday's closing price is used to



determine the increase or decrease in the short account and your account is thus marked to the market daily.

**Breach; Security Interest:** If Firstrade Securities, at its discretion, deems it necessary for its protection or yours, or in the event of circumstances including, but not limited to: (i) any breach by you of this Agreement or any other agreement with Firstrade or its Affiliates, or (ii) your failure to pay for purchased securities or to deliver sold securities, Firstrade Securities may take action without prior notice. This may include selling any or all securities and other property held in any of your accounts (whether individually or jointly with others), canceling or completing open orders, or borrowing or purchasing securities required for delivery against any sale, including short sales. Firstrade may also require a cash or collateral deposit to your account before any settlement date to ensure performance or payment of open commitments or unsettled transactions. Firstrade reserves the right to refuse to execute securities transactions for you at any time and for any reason.

All securities and property held, carried, or maintained by Firstrade in or for any of your accounts, whether individually or jointly held or in any account in which you have an interest, are subject to a first and prior lien and security interest to satisfy all your obligations to Firstrade, regardless of whether advances have been made on such securities. Firstrade is authorized to sell or purchase any securities or property in any of your accounts or to transfer such assets among your accounts, to the fullest extent allowed by law and without prior notice where permitted. Firstrade may also transfer securities and property between any of your accounts as it deems necessary.

**Liquidation:** In the event of your death or if Firstrade deems the margin in any account in which you have an interest to be insufficient or unsatisfactory, Firstrade is authorized to: (a) sell any or all securities or other property it holds for you, whether individually or jointly; (b) buy any securities or property that may be short in such accounts; or (c) cancel any open orders and close any or all outstanding contracts. These actions may be taken without demand for margin or additional margin, and without notice of sale or purchase, or other notification, and any prior demand or notice will not constitute a waiver of Firstrade's rights under this provision. Firstrade has full discretion in determining which securities or property will be sold and which orders or contracts will be closed. Such sales or purchases may occur at Firstrade's discretion on any exchange, over-the-counter market, or any other market where such business is usually transacted, or at public auction or private sale, and Firstrade may be the purchaser for its own account.

**Payment of Indebtedness Upon Demand; Right of Offset:** You are liable for the immediate payment of any Obligations owed to Firstrade upon demand, including any deficiency remaining in your account after liquidation, whether initiated by Firstrade or by you. You agree to repay such Obligations promptly upon demand. You authorize Firstrade to recover amounts you owe by debiting, charging, or exercising the right of offset to access funds from your Account balance, any linked external bank account, other accounts you hold with Firstrade Affiliates, or any other payment methods linked to your Account. This authorization, including the right of offset, remains effective even after the termination of your Account or this Agreement. If Firstrade's attempt to recover funds is unsuccessful, this authorization extends to include any additional rights or permissions necessary for Firstrade to recover the full amount owed in compliance with applicable laws, rules, or industry regulations. Firstrade may take these actions without prior notice to you.

**Costs of Collection:** In addition to any other indemnities in this Agreement, you agree to reimburse Firstrade for all Losses, including reasonable attorneys' fees and expenses, incurred or paid by Firstrade in (i) the collection of a debit balance or any unpaid deficiency in any of your accounts with Firstrade, or

(ii) the defense of any matter arising from your securities transactions. These costs shall be payable by you to Firstrade.

**Pattern Day Trader:** Firstrade 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 Disclosure Center 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 Statement](#).

**Agreement Subject to Approval:** This account and/or margin agreement will be effective only upon Firstrade and/or Apex approval. Firstrade and/or Apex reserve the right to reject your account and/or margin agreement.

#### **14. Customer's Estate**

You agree that this agreement and all the terms and conditions contained within will be binding upon your heirs, executors, administrators and/or personal representatives.

In the event of your death, the representative of your estate, or any surviving account holders, must immediately provide Firstrade with written notice. Firstrade may, before or after receiving this notice, take any actions it deems necessary—such as requiring documentation, estate or inheritance tax waivers, or restricting account transactions—to protect itself from any potential tax, liability, penalty, or loss under applicable laws.

Upon notification of death, Firstrade reserves the right to cancel all open orders; however, Firstrade is not liable for any actions taken on such orders before it receives formal notice. Additionally, Firstrade may, at its discretion, close out all or part of the account without waiting for the appointment of a personal representative and without notifying such a representative. The estate of the deceased account holder and any surviving account holders are jointly and severally liable for any net debit balance or loss resulting from transactions completed before Firstrade’s receipt of notice of death or from the account’s liquidation or the adjustment of interests. This notice does not limit Firstrade’s rights under this Agreement to take actions it could have taken if the account holder had not died.

#### **15. Communications**

You understand and agree that Firstrade, or third-party service providers acting on its behalf, may record and monitor any telephone or electronic communications with you. Unless otherwise agreed upon in writing beforehand, Firstrade does not consent to the recording of telephone conversations by you or any third party. You acknowledge that not all telephone or electronic communications are recorded by Firstrade, and Firstrade does not guarantee that any particular recording will be retained or available for retrieval.

#### **16. Electronic Document Delivery**

By agreeing to electronic delivery, you consent to receive all Account Documents electronically. “Account Documents” include notices, disclosures, account statements, regulatory communications (e.g., prospectuses, proxy solicitations, privacy notices), trade confirmations, tax documents, and any other relevant information or records related to your Account, this Agreement (including amendments), and

any services provided to you by Apex, Firstrade or other parties related to your investments. You confirm that you can access, view, download, save, and print any electronic Account Documents for your records.

Firstrade's primary communication methods include (A) posting information on the Website, (B) providing information via the App, (C) sending emails to your email address of record, and (D) providing notices directing you to the Platform, if required by law. Firstrade may post Account Documents on the Website without prior notice to you, unless required by law. Firstrade may also deliver Account Documents to your postal or email address of record or via the Platform. Any Account Documents provided in these ways are considered personally delivered to you once sent or posted, regardless of whether you receive them.

All email notifications about Account Documents will be sent to your email address of record. You agree to maintain the email address you provided until you notify Firstrade of a new one. Email communications from Firstrade may be sent at any time of day. You are responsible for ensuring that Firstrade emails are not marked as spam, and Firstrade will charge a fee for re-delivery via postal mail if you fail to maintain a valid, deliverable email address. You also agree to check the Website regularly to avoid missing updates or important communications. If you allow someone else to access the email account linked to Firstrade, you accept the risk that they may see sensitive information. If you use a work email, you acknowledge that your employer or other employees may have access to Account Documents.

You understand the internet is not secure and agree not to send any confidential information (e.g., account numbers, passwords) in unencrypted emails. Communications sent over the Internet may be accessed by unauthorized third parties, and you agree to hold Firstrade and its Affiliates, officers, and employees harmless for any such access, regardless of the cause.

You agree to review all Account Documents promptly and notify Firstrade in writing within five days of delivery if you have any objections. If no objections are made within this time, Firstrade will consider the information accurate and final. You will contact Firstrade if you have any issues accessing the Account Documents.

If you fail to maintain a valid and deliverable email address, Firstrade may charge you a fee for re-delivery of certain documents by postal mail, as outlined in the [Fee Schedule](#). You may request electronic copies of account statements and trade confirmations, subject to availability.

Consent to electronic document delivery is required to establish and maintain a Firstrade Account. You may revoke or restrict your consent to electronic delivery by notifying Firstrade in writing; however, Firstrade reserves the right to restrict, close, or terminate access to your account if you do so. Firstrade may occasionally provide Account Documents by mail without revoking your consent. Revoking or restricting consent, or receiving paper copies, does not affect the validity of prior electronic communications.

To receive electronic deliveries, you must have a computer or mobile device with Internet access, a valid email address, and the capability to download any necessary applications. If you wish to download, print, or save any information, you will need access to a printer or other storage device.

By agreeing to electronic delivery, you confirm that you understand and accept these terms. You agree to maintain a valid email address and internet access, and you will immediately notify Firstrade in writing if your email address changes.

## 17. Order Flow Payment and Order Execution Routing Disclosure Statement

Depending on the security traded and absent specific direction from the Customer, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. The Introducing Broker may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to the Customer's transactions will be furnished upon written request.

Pursuant to a U.S. SEC Rule 606(a) requires all brokerage firms to make publicly available quarterly reports, broken down by calendar month, containing certain required statistical information regarding the routing of held, non-directed customer orders in Regulation NMS stocks, as well as both held and not held, non-directed customer orders in listed options with a market value of less than \$50,000. Firsttrade is publishing such quarterly report in accordance with Rule 606(a) on Firsttrade website and will keep the report publicly available for a period of three (3) years. <https://www.firsttrade.com/legal/order-routing>.

Pursuant to a U.S. SEC Rule 607, Firsttrade is required to disclose its payment for order flow practices, upon opening a new customer account and on an annual basis thereafter. Firsttrade sends certain equity orders to exchanges, electronic communication networks, or broker-dealers during normal business hours and during extended trading sessions. Some of those market venues may provide payments or charge access fees to Firsttrade depending upon the characteristics of the order and any subsequent executions. Information on these payments can be found by viewing Firsttrade's SEC Rule 606(a) Quarterly reports. <https://www.firsttrade.com/legal/order-routing>. In addition, a paper copy may also be provided on request, along with any other details of these payments and fees. Firsttrade may receive compensation from routing exchange-listed options to market venues to achieve the best execution available under the particular circumstances of the specific transaction requested.

## 18. Tax Responsibility and Reporting

**Tax Responsibility:** You acknowledge that you are responsible for declaring and paying any income, gains, or similar taxes to the relevant tax authorities, as well as completing any required tax filings and paying all applicable taxes, duties, or equivalent ("tax") when due in each applicable jurisdiction. You commit and warrant to Firsttrade that you will fulfill these responsibilities in compliance with all relevant tax laws and obligations.

**Tax Reporting:** Proceeds from sales transactions, dividends, and substitute payments in lieu of dividends will be reported to the Internal Revenue Service ("IRS") as required by law.

**For U.S. Persons:** If you are a U.S. person, you certify under penalty of perjury that the taxpayer identification number (TIN) provided to Firsttrade, including any TIN on any Form W-9 you provide, is accurate. You confirm that you are not subject to backup withholding and are a U.S. Person (as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended). If you do not provide a correct TIN, Firsttrade may apply backup withholding on dividends, interest, and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by Firsttrade. You also understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may incur tax penalties.

**For Non-U.S. Persons:** If you are not a U.S. Person, you certify that you understand the information on any Form W-8BEN you have submitted or will submit to Firstrade. Under penalty of perjury, you confirm that (i) you have reviewed all information on any submitted Form W-8BEN and (ii) to your knowledge, all information is accurate, correct, and complete. You authorize Firstrade to share your Form W-8BEN with Firstrade Securities or any withholding agent managing income for which you are the beneficial owner. You agree to submit a new Form W-8BEN within 30 days if any previous certification becomes inaccurate. The IRS does not require your consent to the provisions of Form W-8BEN beyond the certifications needed to establish your non-U.S. Person status and, if applicable, qualify for a reduced withholding rate.

## **19. Trusted Contact**

You understand that, pursuant to FINRA regulations, Firstrade 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 Firstrade in which any of the account owners has an interest, or any other information the account owners may have provided to Firstrade. You understand that Firstrade 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 Firstrade 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 Firstrade on your behalf; (3) designation of a Trusted Contact Person is optional and you may change or withdraw it at any time by notifying Firstrade; (4) all designated Trusted Contact Persons are 18 years of age or older; (5) if there are multiple account owners, Firstrade is authorized to follow the instructions of any one or more account owners in adding a Trusted Contact Person, and Firstrade 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) Firstrade 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).

## **20. ACH Agreement**

By requesting Automated Clearing House (ACH) transactions from your Firstrade account, you authorize Firstrade to initiate or facilitate transfers to or from your eligible bank account. These transactions, processed through the NACHA network, comply with all NACHA rules, Federal Reserve Operating Circulars, and applicable laws and regulations. ACH deposits into your Firstrade account are provisional; if the beneficiary bank does not receive final payment, it may reclaim any provisional credit, and Firstrade may debit your account for the transaction amount. You acknowledge that Firstrade may not notify you of returned or rejected ACH transactions, and you agree to release Firstrade and its agents from liability related to these instructions. Additionally, you agree to indemnify Firstrade and its affiliates, officers, directors, employees, and agents against any claims, liabilities, or costs related to (a) refusal or failure to process a credit or debit request, including due to insufficient funds, error, or other reasons provided Firstrade has not acted in bad faith; (b) incorrect or outdated routing or account information; or (c) errors, delays, or failures due to factors outside Firstrade’s control. Firstrade disclaims all warranties, express or implied, and shall not be liable for any special, indirect, incidental, or consequential damages arising from ACH services or transactions to the extent permitted by law. Nothing in this agreement obligates Firstrade

to process any ACH transaction or act on your or Firstrade's instructions. This authorization remains effective until you revoke it in writing to Firstrade, which reserves the right to terminate or suspend the ACH agreement at any time without notice.

**ACH Debit Transactions:** At your request, Firstrade will initiate an ACH debit to transfer funds from an external account you own at another financial institution ("External Account") into your Firstrade account, provided the institution participates in the ACH system. The External Account must have at least one common name that exactly matches the name on your Firstrade account. You authorize Firstrade to verify your ownership of the External Account and, if necessary, to request relevant information from the bank holding it. You agree to cooperate in the verification process by providing any requested identification or documentation. You confirm that sufficient funds are available in your External Account to cover the deposit. Firstrade will initiate the debit on the next Business Day after your request (Business Days are Monday through Friday, excluding U.S. federal holidays).

**For 60 days from the date of deposit, withdrawals from your Firstrade account will be limited to the External Account from which funds were debited.**

An ACH debit transfer may be reversed or rejected if (A) there are insufficient funds; (B) there's a duplicate transaction; (C) the transaction is denied by the bank; (D) the External Account does not support ACH transfers; or (E) there's suspected fraud or illicit activity. You acknowledge that ACH reversals may incur a fee; consult the most recent Firstrade Financial Fee Schedule in the Disclosure Library. You agree to bear sole responsibility for any fees related to ACH reversals.

**ACH Credit Transactions:** Firstrade will initiate an ACH credit at your request to transfer funds from your Firstrade account to an External Account, provided that any ACH-deposited funds within the past 60 days may only be credited to the same External Account from which they originated. You agree to have sufficient available funds in your Firstrade account to cover any ACH credit request. Firstrade will debit the amount from your account on the next Business Day after the request. A request is deemed received on a Business Day if submitted during business hours; otherwise, it's processed the next Business Day.

**You agree that Firstrade may use any method it deems appropriate, at its sole discretion, to execute your ACH credit transfers and may reject any ACH credit request if there is suspected fraud or other potential illicit activity.**

## **21. Deposits**

**Equity:** We may require full payment or an acceptable deposit prior to the acceptance of any order. In the case of all securities, we require payment in advance for purchases and securities in advance of sales. In the case of options, we require cleared funds in the account prior to the acceptance of any purchases or the delivery of stock certificates in good deliverable form prior to writing covered calls. For our protection, we may restrict your ability to withdraw funds represented by a check or other instrument or to apply such funds in settlement of a transaction.

**General Holds:** You acknowledge that funds deposited into your Account may be subject to hold periods as outlined in the Firstrade Funds Availability schedule. Firstrade reserves the right to update this schedule at any time by posting an updated version at Help Center <https://help.en-us.firsttrade.com/article/251-when-will-my-deposits-become-available> or by providing other forms of notice. During the applicable hold period, funds will not be available for payments, withdrawals, or settling securities transactions, as specified in the schedule. You further agree that Firstrade may extend hold periods beyond those stated

if additional time is needed to verify the deposit details, sender information, or if Firsttrade suspects potential fraud or other unlawful activity related to your Account.

**Mistaken Deposits:** If funds are mistakenly deposited or transferred into your Account, Firsttrade reserves the right to correct the error, including deducting any interest paid, without prior notice to you.

**Returned Funds:** You accept responsibility for any returned transactions. If funds are transferred into your Account and subsequently returned for any reason, Firsttrade may debit the amount of the transfer, along with any applicable interest, from your Account without prior notice.

## **22. Disclosure Of Information**

You agree and understand that all disclosures of your non-public personal information will be handled in accordance with this Agreement or the Firsttrade [Privacy Policy](#). Your consent to share specific types of non-public personal information remains in effect until you revoke it by updating your settings.

Additionally, you understand and agree that Firsttrade may disclose information about your Account and related activities to third parties in the following situations: (1) as needed to complete your payment transactions; (2) to investigate any complaints, disputed transactions, transaction inquiries, or to address potential fraud, money laundering, or other misuse of your Account; (3) to respond to inquiries from credit bureaus, creditors, or other third parties regarding account-related information, to the extent necessary for processing transactions or standard servicing; (4) as required by any applicable law, regulation, government, or court order or subpoena; or (5) in accordance with the Firsttrade Privacy Policy.

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

You acknowledge that Firsttrade reserves the right, at its sole discretion and without prior notice, to: (1) prohibit or limit your access to the Platform or related services; (2) restrict deposits, withdrawals, or trading activities in your Account; or (3) terminate your Account. Account closure will not impact the rights or obligations of either party that existed prior to the closure date. Firsttrade may impose restrictions on withdrawals or trading in your Account for various reasons, including, but not limited to, suspected fraud, diminished capacity, inappropriate activity, or if Firsttrade has reason to believe that the ownership of assets in your Account is disputed. Firsttrade is not liable for any losses you may incur due to its decision to deny deposits, withdrawals, or transactions. In the event of a breach or default on your part under this Agreement, Firsttrade retains all rights and remedies available to a secured creditor under applicable law, in addition to those specified here.

## **24. 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. Firsttrade in its sole discretion may require limit orders on certain Bulletin Board Stock transactions.

## **25. Market Volatility; Order Types**

You acknowledge that regardless of whether you place a market or limit order, the price at which your order executes depends on marketplace conditions. During times of high volume, low liquidity, rapid price changes, or volatility, the execution price may differ from the initial quote at the time of order entry, and



partial fills may occur at varying prices. Firstrade is not responsible for any such price variations. You also understand that price quotes are typically for a limited quantity of shares, and larger orders may be filled at varying prices or in multiple lots.

The default order type on the Platform may be a market order or a limit order with a limit price set by you, as indicated during order entry. You understand that securities may open at prices significantly different from the previous close or anticipated price. By placing a market order, you agree to accept the market price at the time of execution, which may occur on a later trading day, and you acknowledge the potential for significant price differences. To manage purchase costs or limit the risk of paying more than expected, you may choose to place a limit order. However, you understand that limit orders are only executed if sufficient trading occurs at or better than your limit price and are subject to any selected time-in-force restrictions. More details about order types and limitations are available on the Website, which you agree to review before placing orders.

A limit order can be set as "good-'til-90 days" (GT90), meaning it remains open until (A) it is executed, (B) you cancel it, (C) 90 days have passed since placement, or (D) the related contract closes. A GT90 order designated for Market Hours only will continue to be active solely during Market Hours sessions and will re-enter Market Hours each day until executed or cancelled, up to 90 days. Firstrade reserves the right to cancel any open orders at its discretion without notice. You also understand that Firstrade may implement risk controls to reduce adverse market impacts, which could result in your order being queued or cancelled.

## **26. Extended Trading Hours**

In certain circumstances, you may have the option to trade during Extended Hours, defined here as trading outside the standard hours of 9:30 a.m. to 4:00 p.m. Eastern Time. Access to Extended Hours trading may be restricted to certain account types or other eligibility requirements, and the available order types during Extended Hours may also be limited. You are not permitted to execute trades in an IPO during its first day of trading in Extended Hours.

Firstrade's extended hours trading feature allows you to place limit orders outside of regular trading hours. These orders are routed to a market maker who may execute the order directly or forward it to another trading venue. During overnight hours (8 PM to 3:55 AM ET), Firstrade partners with a single market maker who may either execute orders or send them to an alternative trading system (ATS). This ATS does not publicly display prices and may experience low liquidity and high price volatility. Firstrade reserves the right to add or remove market makers or adjust order processing methods. Orders placed during overnight trading may not achieve the best available price and could be filled at prices less favorable than those in other markets. If your order is not filled before the start of the next regular trading session, it will be canceled. Firstrade may suspend extended hours or overnight trading at any time, and access to overnight trading may not be available for all users.

Extended Hours trading involves unique risks, and by participating, you acknowledge and accept these risks, including those outlined in the [Extended Hours Trading Disclosure](#) in the Disclosure Center. If any terms in the Extended Hours Trading Disclosure conflict with this Agreement, the terms of this Agreement will take precedence.

## **27. Exchange-Traded Products (ETPs)**

Before investing, it is important to carefully assess the investment objectives and unique risk profile of Exchange-Traded Products (ETPs). ETPs are securities that derive their value from a collection of underlying assets such as stocks, bonds, commodities, cryptocurrency, or indices and are traded intraday



on a national securities exchange. ETPs typically take the form of Exchange-Traded Funds (ETFs) or Exchange-Traded Notes (ETNs), each carrying specific risks that investors should consider. The [Firsttrade Exchange Traded Products \(ETPs\) Disclosure](#) is posted in the Disclosure Center.

ETFs share similar risks with other diversified portfolios. Leveraged and inverse ETFs, in particular, may not suit all investors as they can increase exposure to volatility through leverage, short sales, derivatives, and other complex strategies. Although ETFs aim to mirror the performance of their respective indices, factors like fees and operational costs may prevent them from exactly replicating those indices. Additionally, ETFs are required to distribute any portfolio gains to shareholders at year-end, which may arise from rebalancing or diversification needs, and ETF trades may have tax implications.

Investors are strongly encouraged to review an ETP's investment objectives, risks, charges, and expenses thoroughly before investing. Each ETP's prospectus and official statements are available through the sponsoring financial institution's website or regulatory agencies, such as the [SEC's EDGAR system](#).

## **28. Fractional Shares**

By participating in fractional share trading through Apex and Firsttrade, you agree to the terms outlined in the [Fractional Share Trading Disclosure](#) Addendum to this Agreement. Fractional share trading carries unique risks, including those related to execution and handling, and Firsttrade and Apex are not liable for these risks. Fractional trading is available only for selected equities and ETFs, with limitations on order types, trading hours, and eligibility. Market and limit orders can be placed in dollar or share values during market hours, and Apex manages the purchase, sale, and rounding of fractional shares, which may impact dividend payments and stock splits.

Fractional shares cannot be transferred to another brokerage and must be liquidated if you wish to transfer your holdings, which could have tax implications. Orders involving fractional shares are executed by Apex, and fractional components may be marked as principal trades for buys and short sales for sells. Dividends or stock split values will be provided as applicable, though voting rights and shareholder documentation are not available for fractional shares.

Fractional shares are unrecognized, unmarketable, and illiquid outside the Firsttrade platform. They may only be liquidated, with proceeds withdrawn or transferred out. Additional limitations apply to this type of trading, and Firsttrade reserves the right to limit the securities available for fractional share trading at any time.

## **29. Dividend Reinvestment Program**

If you enroll in Firsttrade's Dividend Reinvestment Program (DRIP), your enrollment will activate within three business days after you notify Firsttrade. Eligible Securities, which include U.S. stocks priced above \$4.00 per share and selected foreign securities available for fractional investing, must be held in your account. You can choose to enroll individual securities or all Eligible Securities in DRIP, and any changes in eligibility may affect specific securities in the program.

Eligible Cash Distributions, such as regular dividends, cash-in-lieu payments, and capital gains, will be reinvested in your chosen securities, provided you held them on the record date and through the payable date. Special dividends, late ex-date, liquidation, and miscellaneous payments may not be eligible distributions. DRIP transactions generally occur the next business day after funds are received, though there may be delays of up to five days. Participation in DRIP is voluntary, and Firsttrade does not offer investment advice or guarantee profits through DRIP, nor does it charge fees for DRIP transactions.

You can enable or disable DRIP for all securities or individual ones, with changes effective the next business day. To end DRIP participation, simply provide notice through the platform at least three business days before the record date of the next distribution. DRIP reinvestment may result in fractional shares, which entitle you to future dividends but may only include whole shares in corporate actions. Fractional shares cannot be transferred and will be liquidated if the account is transferred, closed, or reorganized. Callable fractional shares are subject to random selection, with the option to withdraw cash in lieu of partial holdings before a call announcement.

### **30. Miscellaneous Provisions**

**Contact Information:** Firsttrade Customer Service can be reached via email [service@firsttrade.com](mailto:service@firsttrade.com) or via phone U.S. Toll Free: 1-800-869-8800 and 1-728-961-6600.

**Website Postings:** You agree and understand that Firsttrade may periodically post additional agreements, disclosures, policies, procedures, terms, and conditions on the Website, including in the Disclosure Center, that apply to your use of the Platform or your Account. These postings may include updates or amendments to this Agreement, as well as other agreements and risk disclosures. It is your responsibility to regularly check the Website and Disclosure Center for these Website Postings and to review their terms. By accessing or using the Platform or placing any order or instruction related to your Account, you agree to be bound by the Website Postings (and the most current version of this Agreement) in effect at that time.

**Fees:** Your account may be charged certain fees related to the type of activity in the account. Examples of activities which generate fees include but are not limited to; Mailgram Notices (margin call, sell-out & buy-in), Bounced Checks, Wiring of Funds, Outgoing Account Transfers, Issuance of Stock Certificates, Legal Transfers, Option Assignment, Paper Account Statements and Confirmations, Duplicate Copies of Account Statements, Confirmations and Checks. Visit our website at [www.firsttrade.com](http://www.firsttrade.com) for more information related to fees. Fees are subject to change without notice.

**Phone Calls:** By providing information requested by Firsttrade, opening or maintaining an Account, or downloading any App, you agree that Firsttrade and its third-party service providers, including debt collection agencies, may contact you via mail, phone, email, or other details you have provided, as well as through any electronic or other communication methods available on the Platform or through a third-party service provider, such as “chat,” “voice,” or messaging functions.

If you provide a phone number, (a) you confirm that it is your number and agree to notify Firsttrade promptly if it changes, and (b) you consent to receiving calls or texts at any time of day to that number, which may be prerecorded or made using an automatic telephone dialing system (automated calls) for purposes such as account-related communications (including security alerts), telemarketing, fraud investigation or prevention, or debt collection. Firsttrade may share your number with third parties providing services related to these purposes, including debt collectors. Standard message, phone minute, and data rates may apply for calls to a mobile number. You may opt out of receiving these calls at any time by contacting [service@firsttrade.com](mailto:service@firsttrade.com) in writing. Note that even if you opt out, Firsttrade may still place calls as permitted by law.

**Erroneous Distributions:** You agree to promptly return any assets mistakenly distributed to you by Firsttrade. If you sell a security before its ex-dividend or distribution date and mistakenly receive the

related cash or stock dividend/distribution, you authorize Firsttrade to transfer such dividend/distribution to the purchaser entitled to it and agree to promptly reimburse or deliver it back to Firsttrade.

**Residual Funds:** If your Account is canceled, closed, or terminated for any reason and Firsttrade subsequently receives funds meant for your Account, Firsttrade may use these funds to satisfy any outstanding obligations in your Account or transfer them to the balance of any active account you hold with a Firsttrade affiliate. Additionally, if you request a transfer of all assets from your Account to another brokerage and later reactivate the Account, you (i) revoke any previous instruction to transfer securities or assets out of the Account and (ii) direct Firsttrade not to transfer any newly accrued credit balances in the Account to the other brokerage.

### **31. Binding Effect; Assignments**

This agreement is binding on your heirs, assigns, executors, successors, conservators, and administrators. You are not permitted to transfer or assign this agreement, or any related rights or obligations, without obtaining prior written consent from Firsttrade. Firsttrade reserves the right to assign, sell, or transfer your account and this agreement, in whole or in part, at any time without your consent.

### **32. Severability and Entire Agreement**

If any provision or condition of this Agreement conflicts with any present or future law, rule, or regulation of an applicable government, regulatory, or self-regulatory agency, or is deemed invalid or unenforceable by a court of competent jurisdiction, that provision shall be rescinded or modified, as permitted by law, to align with such legal requirements. All other provisions of this Agreement shall remain in full force and effect.

This Agreement, along with any attachments, referenced agreements and policies (including Website Postings and Risk Disclosures), and the terms in your Account statements and confirmations, represents the complete agreement between you and Firsttrade. It supersedes all prior or concurrent communications and proposals, whether electronic, oral, or written. However, any other agreements between you and Firsttrade that do not conflict with this Agreement will remain in effect.

### **33. Termination**

Firsttrade reserves the right to terminate this Agreement, or to close, deactivate, or block access to your Account at any time, at its sole discretion and for any reason. In such cases, Firsttrade may liquidate any property within your Account and send you any remaining proceeds after fulfilling any obligations owed. Even after termination, you remain liable for all obligations associated with your Account, including any debit balances or deficiencies. You agree to cover all collection costs related to any outstanding balance, including reasonable attorney's fees and court costs. If you choose to terminate this Agreement, you may do so by providing written notice and settling any outstanding obligations. The terms of this Agreement remain enforceable after account termination. Firsttrade is not liable for any losses, tax liabilities, or damages resulting from the discontinuation or closure of your Account, any liquidation of assets, or cessation of services.

### **34. Governing Laws**

This Agreement, along with all transactions conducted in your Account, will be governed by the laws of the State of New York (disregarding its conflict of law principles), except where federal securities laws, FINRA Rules, and the regulations, customs, or practices of the exchanges or markets (and their clearing houses) where transactions are executed apply.

### **35. ARBITRATION**

**THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION CLAUSE, THE PARTIES AGREE AS FOLLOWS:**

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THEIR RIGHT TO SUE EACH OTHER IN COURT. INCLUDING THE RIGHT TO JURY TRIAL, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- **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.**
- **THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **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.**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**
- **NO PERSON WILL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (1) THE CLASS CERTIFICATION IS DENIED; (2) THE CLASS IS DECERTIFIED; OR (3) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE WILL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**

**YOU AGREE THAT ANY CONTROVERSY BETWEEN FIRSTRADE AND FIRSTRADE'S AFFILIATES, ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS AND YOU (INCLUDING ANY OF YOUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR RELATIONSHIP, ANY BROKERAGE SERVICES PROVIDED BY FIRSTRADE, OR THE USE OF THE APP OR FIRSTRADE'S WEBSITE OR THIRD-PARTY SERVICES OFFERED BY FIRSTRADE, AND WHETHER ARISING BEFORE OR AFTER THE DATE OF THIS AGREEMENT, SHALL BE ARBITRATED AND CONDUCTED IN THE STATE OF NEW YORK UNDER THE PROVISIONS OF THE CODE OF ARBITRATION OF THE FINRA. IF ANY PARTY UNSUCCESSFULLY RESISTS CONFIRMATION OR ENFORCEMENT OF AN ARBITRATION AWARD RENDERED UNDER THIS AGREEMENT, THEN THAT PARTY SHALL PAY ALL COSTS, ATTORNEYS' FEES, AND EXPENSES INCURRED BY THE OTHER PARTY OR PARTIES IN CONFIRMING OR ENFORCING THE AWARD. ARBITRATION MUST BE INITIATED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR NOTICE OF INTENTION TO ARBITRATE. JUDGMENT, UPON ANY AWARD RENDERED BY THE ARBITRATOR, MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.**



<p style="text-align: center;"><b>DISCLOSURE</b> <b>MARGIN RISK DISCLOSURE STATEMENT</b></p>
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❖ FINRA Rule 2264

Apex is furnishing this document to provide you with basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading in a margin account, you should carefully review the margin agreement provided by your broker. Consult your broker 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 in your account, 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 in your account.
- **The firm can force the sale of securities in your account**  
If the equity in your account falls below the maintenance margin requirements under the law, or the firm's higher "house" requirements, the firm can sell the securities in your account to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- **The firm can sell your securities 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 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 interest, including immediately selling the securities without notice to the customer.

- **You are not entitled to choose which security in your margin account is 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 requirement 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.
- **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.
- **The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as a “substitute payment” in lieu of a dividend**  
A substitute payment is not, a “qualified dividend” and is not taxed as ordinary income.
- **Industry regulations may limit, in whole or in part, your ability to exercise voting rights of securities that have been lent or pledged to others**  
You may receive proxy materials indicating voting rights for a fewer number of shares than are in your account, or you may not receive any proxy materials.

## **APEX CREDIT TERMS AND POLICIES**

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The following Disclosure of Credit Terms and Policies is required by the Securities and Exchange Commission and is part of your Apex Account - Customer Account Agreement. It describes the terms under which Apex Clearing extends credit and charges interest and how your obligations are secured by property in your Account.

### **Interest Charges**

Apex Clearing will charge interest on a daily basis on the credit extended to you. The daily interest charges are calculated by multiplying your "daily adjusted debit balance" by the "daily margin interest rate." Generally speaking, your daily adjusted debit balance is the actual settled debit balance in your Margin and Short Account, increased by the value of securities held short and reduced by the amount of any settled credit balance carried in your Cash Account.

Apex Clearing calculates your daily-adjusted debit balance each day by adjusting your previous day's balance by any debits and credits to your account and by changes in the value of short positions. If your daily-adjusted debit balance is reduced because you deposit a check or other item that is later returned to Apex Clearing unpaid, Apex Clearing may adjust your account to reflect interest charges you have incurred.

Apex Clearing reserves the right to charge interest on debit balances in the Cash Account. Periodically, Apex Clearing will send you a comprehensive statement showing the activity in your account, including applicable interest charges, interest rates and adjusted daily debit balances.

### **Daily Margin Interest Rate**

The "daily margin interest rate" is based on a 360-day year. It is calculated for each day by dividing the applicable margin interest rate shown in the table below by 360. Note that the use of a 360-day year results in a higher effective rate of interest than if a year of 365 days were used.

Apex Clearing sets the Base Rate at its discretion with reference to commercially recognized interest rates, industry conditions relating to the extension of margin credit and general credit market conditions.

Your margin interest rate will be adjusted automatically and without notice to reflect any change in the Base Rate. If your interest rate increases for any reason other than a change in the Base Rate, Apex Clearing will give you written notice at least 30 days prior to that change.

### **Compounding Interest Charges**

Apex Clearing compounds interest on a daily basis. Interest charges will accrue to your account each day. Apex Clearing will include the charges in the next day's opening debit balance and charge interest accordingly. The interest rates described above do not reflect compounding of unpaid interest charges; the effective interest rate, taking into effect such compounding, will be higher.

### **Initial Margin Requirements**

The Federal Reserve Board and various stock exchanges determine margin loan rules and regulations.

When you purchase securities on margin, you agree to deposit the required initial equity by the settlement date and to maintain your equity at the required levels. The maximum amount Apex Clearing currently may loan for common stock (equity) securities is 50% of the value of marginable securities purchased in your Margin and Short Account; different requirements apply to nonequity securities, such as bonds or options. If the market value of stock held as collateral increases after you have met the initial margin requirements, your available credit may increase proportionately. Conversely, if the market value decreases, your available credit may proportionately decrease.

Initial margin requirements may change without prior notice. Apex Clearing may impose anytime and without prior notice more stringent requirements on positions that in our sole discretion involve higher levels of risk; for example, higher limits may apply for thinly traded, speculative or volatile securities, or concentrated positions of securities.

You may purchase only certain securities on margin or use them as collateral in your Margin and Short Account. Most stocks traded on national securities exchanges, and some over-the-counter (OTC) securities are marginable. At our discretion, Apex Clearing reserves the right not to extend credit on any security.

Equity securities with a market value of less than \$3 per share may not be purchased on margin or deposited as margin collateral. If the market value of a security drops below \$3.00 per share, the security will not be assigned any value as collateral to secure your margin obligations.

### **Margin Maintenance Requirements**

You must maintain a minimum amount of equity in your account to collateralize your outstanding loans and other obligations. Margin maintenance requirements are set:

- By the rules and regulations of the New York Stock Exchange, the American Stock Exchange, and other regulatory agencies to the jurisdiction of which Apex Clearing are subject; and
- According to our sole discretion and judgment

You agree to maintain in your Margin and Short Account collateral of the type and amount required by:

- Applicable exchange rules and federal regulations
- Our Disclosure of Credit Terms and Policies; **or**
- As required by Apex Clearing, at Apex Clearing's discretion

Margin maintenance requirements may change without prior notice.

Apex Clearing may issue a "margin call" (that is, a notification to deposit additional collateral) if your account equity falls below the margin maintenance requirement. This can happen for various reasons. The most common reasons are a decrease in the value of long securities held as collateral or an increase in the value of securities held short.

As a general guideline and when it is practicable to do so, Apex Clearing may (but is not required to) issue a margin call when the equity in your Margin and Short Account falls below a predetermined percentage of the market value of assets at risk (that is, the sum of the market values of the long and short equity security positions) in your Margin and Short Account. The amount of additional collateral Apex Clearing requires usually is an amount sufficient to raise your equity to minimum standards. For information on the current equity requirements, please contact Apex.

Apex Clearing retains absolute discretion to determine whether, when and in what amounts Apex Clearing will require additional collateral. In some situations, Apex Clearing may find it necessary to require a higher level of equity in your account. For example, Apex Clearing may require additional collateral if an account contains:

- Only one security or a large concentration of one or more securities; or
- Low-priced, thinly traded, or volatile securities; or if
- Some of your collateral is or becomes restricted or non-negotiable or non-marginable

Apex Clearing also may consider market conditions and your financial resources.



## CUSTOMER ACCOUNT AGREEMENT

This Customer Account Agreement (the "Agreement") sets forth the respective rights and obligations of Apex Clearing Corporation ("you" or "your" or "Apex") and the Customer's (as defined below) brokerage firm (the "Introducing Broker"), and the customer(s) identified on the New Account Application (the "Customer") in connection with the Customer's brokerage account with the Introducing Broker ("the Account"). The Customer hereby agrees as follows with respect to the Account, which the Customer has established with the Introducing Broker for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, which transactions are cleared through you. To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an account, the Customer will provide information that will allow you to identify the Customer including, but not limited to, the Customer's name, address, date of birth, and the Customer's driver's license or other identifying documents.

### 1. Applicable Rules and Regulations.

All transactions for the Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

### 2. Definitions.

"Obligations" means all indebtedness, debit balances, liabilities, or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

### 3. Breach; Security Interest.

Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property belonging to the Customer or in which the Customer may have an interest held by you or carried in any of the Customer's accounts with you (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of the Customer's obligations to you, wherever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such securities and other property among any of the Customer's accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer. The Customer understands that because of circumstances beyond broker-dealers control, its customers' voting rights may be impaired. For example, if the stock of a company that another customer has purchased has not yet been received from the seller(s), then other customers' abilities to vote that company's stock could be impaired until those shares are received. In addition, if the stock of a company that the Customer has purchased has not yet been received from the seller(s), then payments received by the Customer from the Introducing Broker, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.

### 4. Cancellation.

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

### 5. Payment of Indebtedness Upon Demand.

The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 3 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.

**6. Accounts Carried as Clearing Broker.**

The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker for (a) orders for the purchase or sale in said account of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's introducing broker. The Customer confirms to you that the Customer is relying for any advice concerning the Customer's accounts solely on the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker, and not your representatives, employees or other agents and the Customer will in no way hold you liable for any trading losses that the Customer may incur. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as clearing broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim. The Customer understands you shall be entitled to exercise and enforce directly against the Customer all rights granted to the Introducing Broker.

**a. Accounts Carried as Custodian.**

In some cases the Customer's account is being carried by arrangement with the Customer's Investment Advisor or Investment Manager, who uses you as their Broker-Dealer custodian. The Customer acknowledges that your role as custodian is to hold or custody account assets, distribute or collect funds on behalf of the Customer's account, execute and clear trades under instruction of the Customer's Investment Advisor or Investment Manager, generate account statements and provide other custodial services as may be mandated by various regulatory standards and requirements. The Customer understands that in the capacity as custodian, you will not offer investment advice, review the Customer's accounts, and will have no responsibility for trades made in the Customer's accounts. Additionally, in your capacity as custodian, you will not verify the accuracy of management fees that the Customer pays to Investment Advisors or Investment Managers pursuant to the terms of the Investment Management Agreement executed between the Customer and the Investment Advisor or Investment Manager. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as custodial broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim.

**7. Communications.**

You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you by mail or otherwise. In consideration of your sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally.

**8. ARBITRATION AGREEMENT.**

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

- a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION 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 UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE**
- e. THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY**
- f. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT**

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

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

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

**9. Representations.**

The Customer represents that the Customer is of majority age. The Customer represents either that the Customer is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper, or alternatively, that the Customer has obtained and will provide to you additional documentation which may include information required under FINRA Rule 407 from its employer authorizing the Customer to open and maintain an account with you. If the Customer is a corporation, partnership, trust or other entity, the Customer represents that its governing instruments permit this Agreement, that this Agreement has been authorized by all applicable persons and that the signatory on the New Account Application is authorized to bind the Customer. The Customer represents that the Customer shall comply with all applicable laws, rules and regulations in connection with the Customer's account. The Customer further represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

**10. Joint Accounts.**

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

**11. Other Agreements.**

If the Customer trades any options, the Customer agrees to be bound by the terms of your Customer Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.

**12. Data Not Guaranteed.**

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

**13. Payment for Order Flow Disclosure.**

Depending on the security traded and absent specific direction from the Customer, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges, or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. You or the Introducing Broker may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to the Customer's transactions will be furnished upon written request.

**14. Credit Check.**

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

**15. Miscellaneous.**

If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified, or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of you and your successors, whether by merger, consolidation or otherwise, your assigns, the Introducing Broker, and all other persons specified in Paragraph 8. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political, or financial conditions, war or strikes. You may transfer the accounts of the Customer to your successors and assigns. This Agreement shall be binding upon the Customer and the heirs, executors, administrators, successors and assigns of the Customer. Failure to insist on strict compliance with this Agreement is not considered a waiver of your rights under this Agreement. At your discretion, you may terminate this Agreement at any time on notice to the Customer, the Customer will continue to be responsible for any obligation incurred by the Customer prior to termination. The Customer may not assign the Customer's rights or delegate the Customer's obligations under this Agreement, in whole or in part, without your prior consent.

**16. Sweep Program.**

If the Customer elects to participate in one of your FDIC or money market sweep programs, the Customer acknowledges and agrees that: (a) the Customer has read and understands the sweep program terms and conditions and/or prospectuses available at [www.apexclearing.com/disclosures/](http://www.apexclearing.com/disclosures/) and is aware of the products available in such sweep programs; (b) you may make changes to your FDIC and/or money market sweep programs and products at any time, in your sole discretion and with or without notice to Customer; (c) the free credit balances in the Customer's Account may begin being included in the sweep program upon Account opening; and (d) you have no obligation to monitor the applicable sweep program elected for the Customer's Account or to make recommendations about, or changes to, the sweep program that might be beneficial to the Customer.

**17. SIPC Protection.**

As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit [www.sipc.org](http://www.sipc.org). Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

**18. Tax Treaty Eligibility.**

This agreement shall serve as the Customer's certification that you are eligible to receive tax treaty benefits between the country or (of) residence indicated on the new account form and the country (ies) of origin holding jurisdiction over the instruments held within the customer's account.

**19. Trusted Contact.**

"Under FINRA Rule 4512 Apex Clearing Corporation is required to disclose to you (the customer) that Apex Clearing Corporation or an associated person of Apex Clearing Corporation is authorized to contact the trusted contact person and disclose information about the customer's account to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

**20. ACH Agreement.**

If I request Automated Clearinghouse ("ACH") transactions from my Account at Clearing Firm, I authorize Clearing Firm to originate or facilitate transfer credits/debits to/from my eligible bank account. Transactions sent through the NACHA network will be subject to all applicable rules of NACHA and all rules set forth in Federal Reserve Operating circulars or other applicable laws and regulations. ACH deposits to my brokerage account are provisional. If the beneficiary bank does not receive final and complete payment for a payment order transferred through ACH, the beneficiary bank is entitled to recover from the beneficiary any provisional credit and Clearing Firm may charge my account for the transaction amount. I understand Clearing Firm or my Broker may not notify me of any returned or rejected ACH transfers. I agree to hold Clearing Firm and Clearing Firm's agents free of liability for compliance with these instructions. I hereby agree to hold harmless Clearing Firm and each of its affiliates, offices, directors, employees, and agents against, any claims, judgments, expenses, liabilities or costs of defense or settlement relating to: (a) any refusal or failure to initiate or honor any credit or debit request, by Clearing Firm or my Broker, whether (i) due to a lack of funds necessary to credit my account; (ii) due to inadvertence, error caused by similarity of account holder names or (iii) otherwise provided Clearing Firm has not acted in bad faith; (b) if the routing number is incorrect or the routing number or other information changes at another U.S. financial institution or (c) any loss, damage, liability or claim arising, directly or indirectly, from any error, delay or failure which is caused by circumstances beyond Clearing Firm's direct control. To the extent permitted by applicable law or regulation, Clearing Firm hereby disclaims all warranties, express or implied, and in no event shall Clearing Firm be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the ACH electronic service or any ACH transactions. Nothing in this herein shall constitute a commitment or undertaking by Clearing Firm or my Broker to effect any ACH transaction or otherwise act upon my instructions or those of my Broker with respect to any account at Clearing Firm. This authorization shall remain in full force and effect until I revoke authorization by written notification to my Broker that is forwarded to Clearing Firm. I understand that Clearing Firm has the right to terminate or suspend the ACH agreement at any time and without notice.

## PRIVACY POLICY

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

### Personal Information Collected

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

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

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

### Sharing of Non-public Personal Information

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

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

### Security

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

### Access to Your Information

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

### Changes to Apex's Privacy Policy

Apex reserves the right to make changes to this policy.

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

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

Apex Clearing Corporation  
Attention: Compliance  
350 North St. Paul Street, Suite 1300  
Dallas, Texas 75201  
(214) 765-1055