



## 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 Firstrade via email at [service@firstrade.com](mailto:service@firstrade.com), and additional information may be required. Furthermore, you agree to notify Firstrade and close your Account if you establish residency in a jurisdiction subject to U.S. sanctions. Firstrade 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 Firstrade, you agree to immediately notify Firstrade and comply with any additional due diligence measures Firstrade 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](#), [Firstrade Exchange Traded Products \(ETPs\) Disclosure](#), [Fractional Share Trading Disclosure](#), [Characteristics & Risks of Standardized Options](#), [Market Volatility Disclosure](#), and [Firstrade 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. Firstrade 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. Firstrade 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.

You represent and warrant that your use of Firsttrade's services and your Account complies with all applicable laws and regulations, including those of the United States and any jurisdiction in which you reside or are located. Firsttrade is not responsible for advising you on the laws of any jurisdiction outside the United States, and compliance with such laws is solely your responsibility."

## **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 Firstrade in connection with these services.

**Warranties:** You acknowledge that using Firstrade’s services (including the website, mobile app, market data, content, and other information from Firstrade 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. Firstrade 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 Firstrade’s discretion. The disclaimers in this section also apply fully to any beta features or tools.

Firstrade reserves the right, in its sole discretion and without prior notice, to add, modify, restrict, or remove any feature, tool, content, or functionality available through the Platform at any time and for any reason. Where access to any feature or tool is permitted, your use of it is optional and undertaken at your sole risk.

**Jurisdiction and International Access:** The Platform and all related services are controlled, operated, and administered by Firstrade from offices within the United States. Firstrade makes no representation that any materials, content, features, or services available through the Platform are appropriate or available for use in locations outside the United States. Access to the Platform from any jurisdiction in which its content or use is illegal is prohibited. If you access the Platform from a location outside the United States, you do so on your own initiative and are solely responsible for compliance with all applicable local laws and regulations, including but not limited to laws governing securities transactions, taxation, foreign exchange, electronic communications, and data protection. Firstrade is not responsible for advising you on the laws of any jurisdiction outside the United States, and compliance with such laws is solely your responsibility. Firstrade reserves the right, in its sole discretion, to limit or deny access to the Platform from any geographic location.

**Limitation of Liability:** While Firstrade aims to keep its platform and services available at all times, there may be occasional disruptions due to maintenance, updates, or system failures. Firstrade and its affiliates, officers, employees, agents, and service providers (collectively, “Firstrade 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 Firstrade in any forum, including arbitration.

**Operational Interruption and Extraordinary Events:** To the extent allowed by law, Firstrade 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 Firstrade under FINRA rules or other applicable law.

**Indemnification:** Unless otherwise required by law, you agree to indemnify, defend, and hold Firstrade, 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 Firstrade’s data or services, (iii) any misrepresentation by you or your agent, (iv) Firstrade 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 Firstrade against any resulting claims. Firstrade 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 Firstrade 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 Firstrade and/or Apex in connection with transactions effected by you in your Firstrade brokerage account. All checks must be made payable to Firstrade 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 Firstrade such positions and margin as required by all applicable statutes, rules, regulations, procedures and custom, or as Firstrade and/or Apex deems necessary or advisable. You agree to promptly satisfy all margin and maintenance calls.

You acknowledge that Firstrade 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 Firstrade and/or Apex to give you notice when your account equity becomes deficient or to allow you time in which to deposit additional equity. Firstrade 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 Firstrade 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 Firsttrade 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 Firsttrade or its Affiliates, or (ii) your failure to pay for purchased securities or to deliver sold securities, Firsttrade 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. Firsttrade 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. Firsttrade 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 Firsttrade 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 Firsttrade, regardless of whether advances have been made on such securities. Firsttrade 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. Firsttrade may also transfer securities and property between any of your accounts as it deems necessary.

**Liquidation:** In the event of your death or if Firsttrade deems the margin in any account in which you have an interest to be insufficient or unsatisfactory, Firsttrade 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.

**Day Trading and Intraday Margin Monitoring:** Firstrade monitors your margin account on an intraday basis throughout each trading session and may restrict trading activity, require a deposit, or liquidate positions if your account has an intraday margin deficit. An "intraday margin deficit" arises when, at any point during the trading day, the equity in your margin account falls below applicable maintenance margin requirements as a result of a transaction or position change. Effective June 4, 2026, under FINRA Rule 4210, as amended, the former "pattern day trader" framework — including the four-day-trade threshold and the \$25,000 minimum equity requirement — is replaced by intraday margin standards that apply to all margin customers regardless of trading frequency. You are responsible for satisfying any intraday margin deficit as promptly as possible. If you make a practice of failing to satisfy intraday margin deficits promptly and fail to satisfy a deficit by the close of the fifth business day after it arises, Firstrade is required to enforce policies designed to prevent you from creating or increasing positions in your margin account (other than by closing positions) for up to 90 calendar days. Day trading securities continues to carry significant risk, and you should carefully review the [Day-Trading Risk Disclosure Statement](#) before engaging in such activity.

**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. Firstrade is publishing such quarterly report in accordance with Rule 606(a) on Firstrade website and will keep the report publicly available for a period of three (3) years. <https://www.firstrade.com/legal/order-routing>.

Pursuant to a U.S. SEC Rule 607, Firstrade is required to disclose its payment for order flow practices, upon opening a new customer account and on an annual basis thereafter. Firstrade 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 Firsttrade. 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 Firsttrade to share your Form W-8BEN with Firsttrade 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, Firsttrade 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 Firsttrade in which any of the account owners has an interest, or any other information the account owners may have provided to Firsttrade. You understand that Firsttrade 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.firstrade.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 Firstrade suspects potential fraud or other unlawful activity related to your Account.

**Mistaken Deposits:** If funds are mistakenly deposited or transferred into your Account, Firstrade 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, Firstrade 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 Firstrade [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 Firstrade 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 Firstrade Privacy Policy.

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

You acknowledge that Firstrade reserves the right, at its sole discretion and without prior notice, to: (1) discontinue, suspend (permanently or temporarily), or deny or restrict your access to the Platform or any feature, tool, or content available through the Platform, for any reason including but not limited to violation of this Agreement, suspected fraudulent or unlawful activity, regulatory requirements, or Firstrade's business or risk management needs; (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. Firstrade 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 Firstrade has reason to believe that the ownership of assets in your Account is disputed. Firstrade 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, Firstrade 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. Firstrade 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. Firstrate reserves the right to cancel any open orders at its discretion without notice. You also understand that Firstrate 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.

Firstrate'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), Firstrate 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. Firstrate 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. Firstrate 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 [Firstrate 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 Firstrade, 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 Firstrade 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 Firstrade platform. They may only be liquidated, with proceeds withdrawn or transferred out. Additional limitations apply to this type of trading, and Firstrade reserves the right to limit the securities available for fractional share trading at any time.

## **29. Dividend Reinvestment Program**

If you enroll in Firstrade's Dividend Reinvestment Program (DRIP), your enrollment will activate within three business days after you notify Firstrade. 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 Firstrade 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:** Firstrade Customer Service can be reached via email [service@firstrade.com](mailto:service@firstrade.com) or via phone U.S. Toll Free: 1-800-869-8800 and 1-728-961-6600.

**Website Postings:** You agree and understand that Firstrade 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 Firstrade. It supersedes all prior or concurrent communications and proposals, whether electronic, oral, or written. However, any other agreements between you and Firstrade that do not conflict with this Agreement will remain in effect.

### **33. Termination**

Firstrade 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, Firstrade 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. Firstrade 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.**