# Account Application And Agreement

Reset Form

To open and fund your new investment account(s), please provide all the information requested. Be sure to initial any corrections, cross-outs and white-outs. Any corrections to the Tax ID or SSN will require the submission of a new W9.

## STEP 1. ACCOUNT INFORMATION

| **Account Title (Name of this account)** | | |
|---|---|---|
| **Account Number** | **Broker Rep Code** | **Open Date** (mm/dd/yyyy) |

| **TYPE OF ACCOUNT** | **ADDITIONAL REQUIRED PAPERWORK** |
|---|---|
| ◯ **Individual** | |
| ◯ **Joint Tenant**<br>Are the account holders married to each other? ◯ Yes ◯ No Number of Tenants _____<br>Tenancy Clause<br>◯ Community Property ◯ Community Property with Rights of Survivorship ◯ Tenants in Common<br>◯ Tenants by Entirety ◯ Joint Tenants with Rights of Survivorship P %_____ J%_____ | |
| ◯ **Custodial:** ◯ UGMA ◯ UTMA State Code: | |
| ◯ **Trust:** ◯ Revocable ◯ Irrevocable<br>Additional Distinction:<br>◯ Testamentary ◯ Family ◯ Charitable ◯ Living | Copy of the Trust, Certificate of Trust |
| ◯ **Sole Proprietor** | Declaration of Sole Propriety |
| ◯ **Corporation:** ◯ C Corp ◯ S Corp | Corporate Certification, Articles of Incorporation |
| ◯ **LLC** | LLC Resolution |
| ◯ **Non-Profit Organization** | Formation documents/charter, Corporate Resolution, proof of 501(c)(3) status, and other entity document that may be required |
| ◯ **Partnership** | Certificate of Partnership |
| ◯ **Estate** – Person or Entity appointed to act on behalf of the account:<br>◯ Administrator ◯ Personal Representative<br>◯ Executor/Executrix<br>Number appointed to act on account _____ | Copy of Death Certificate, Affidavit of Domicile, Letter of Testamentary or Court Appointment, other documents may be required. |
| ◯ **AXOS Clearing LLC IRA** ◯ Traditional ◯ Inherited IRA ◯ Rollover ◯<br>◯ Roth ◯ Inherited Roth ◯ SEP ◯ SIMPLE ◯ Coverdell | Adoption Agreement and Plan Documents, Additional items may be needed depending on type of IRA |
| ◯ **AXOS Clearing LLC Retirement Account** ◯ Profit Sharing Plan ◯<br>◯ Money Purchase Plan ◯ 403(b) ◯ 401(k) ◯ Individual (K) | QRP Disclosure Document, additional paperwork may be required. |
| ◯ **Non-AXOS Clearing LLC Retirement Account** | Certificate of Trust |
| ◯ **Other:** _____ | e.g., Prime Custody account, Investment Club |

If the owner is a non-US Person, the appropriate IRS form W-8 must be provided from the non-US Owner.

| Account Number: | |
|---|---|

## STEP 2. PRIMARY ACCOUNT HOLDER INFORMATION

*NOTE: Primary account holder may include owner, minor, ward, executor or entity.*
*On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.*

### Complete for Accounts Owned by Individuals only – Do not use for authorized parties on Entity accounts (see STEP 3)

| First Name | Middle Initial | Last Name | Social Security Number | |
|---|---|---|---|---|
| Date of Birth (mm/dd/yyyy) | Gender ◯M ◯F ◯No Answer | Marital Status ◯Married ◯Single ◯Divorced ◯Widowed | Dependents | Home ◯Own ◯Rent |

### Complete for Accounts Owned by Entities only – Corporation, Estate, Trust, LLC, Partnership, Etc.

| Entity Name (if applicable) | Formation Date | Tax Identification Number – |
|---|---|---|

### Complete for all Account Types

**Contact Information**

| Home or Mobile Phone | Business Phone | Foreign Phone | Email Address |
|---|---|---|---|

**Address(es)**

| | | | |
|---|---|---|---|
| **Physical Address** (no PO Box) | Address 1 | | Address 2 |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |
| **Mailing Address** (if different from Physical) | Address 1 | | Address 2 |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |
| **Previous Physical Address** (if Physical is less than 6 months old) | Address 1 | | Address 2 |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |

**Citizenship**

Please check only one:
*Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8*

◯U.S. ◯U.S. Resident Alien ◯Non-Resident Alien

Country of legal and tax resident:
◯U.S ◯Other (specify)_____

**USA Patriot Act Information (Required by Federal Law)**

All applicants must provide the information below. Non-Resident aliens must also include a completed W-8.
◯Driver's License ◯Passport ◯State ID ◯Foreign Tax ID ◯Other Government-issued ID

| Place/Country of Issuance | ID No: | Issue Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) |
|---|---|---|---|

**Employment and Industry Affiliations**

◯Employed ◯Self-Employed ◯Retired ◯Unemployed ◯Homemaker ◯Student
*If Employed/Self-Employed is indicated, please complete all employment fields.*
*If Retired or Unemployed is indicated, please indicate former Occupation.*

| Employer Name | Years Employed | Phone Number | Occupation | Business Nature |
|---|---|---|---|---|
| Employer's Address | City | State | Zip Code | |
| Country | Province | Foreign Postal Code | | |

**CONTINUED NEXT PAGE**

| Account Number: | |
|---|---|

**Industry and Other Affiliations**

*Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:*

◯Yes ◯No **Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**

IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

◯ Broker-Dealer or Municipal Securities Dealer ◯ Investment Adviser
◯ FINRA or other Self-Regulatory Organization ◯ State or Federal Securities Regulator

Name of Entity(ies): _____

◯Yes ◯No **An officer, director or 10% (or more) shareholder in a publicly-owned company?**

**What is your title?** ◯10% shareholder ◯CEO ◯CFO ◯COO ◯Other Officer

Name of company and symbol: _____

◯Yes ◯No **A senior military, governmental or political official in a non-US country?**

Name of country:

## STEP 3. SECONDARY ACCOUNT HOLDER INFORMATION

*NOTE: Secondary account holder may include additional account owners, custodian, conservator, guardian or Trustee/Officer.*
*On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.*

### Complete for Joint Account Holders, Custodians, Trustees, Authorized Parties

| First Name | Middle Initial | Last Name | Social Security Number |
|---|---|---|---|
| | | | |

| Date of Birth (mm/dd/yyyy) | Gender | Marital Status | Dependents | Home |
|---|---|---|---|---|
| | ◯M ◯F ◯No Answer | ◯Married ◯Single ◯Divorced ◯Widowed | | ◯Own ◯Rent |

### Complete for all Account Types

**Contact Information**

| Home or Mobile Phone | Business Phone | Foreign Phone | Email Address |
|---|---|---|---|
| | | | |

**Address(es)**

| | | | |
|---|---|---|---|
| **Physical Address** (no PO Box) | Address 1 | Address 2 | |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |
| **Mailing Address** (if different from Physical) | Address 1 | Address 2 | |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |
| **Previous Physical Address** (if Physical is less than 6 months old) | Address 1 | Address 2 | |
| | City | State | Zip Code |
| | Country | Province | Foreign Postal Code |

**Citizenship**

Please check only one:

*Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8*

◯U.S. ◯U.S. Resident Alien ◯Non-Resident Alien

Country of legal and tax resident:

◯U.S ◯Other (specify)_____

**CONTINUED NEXT PAGE**

| Account Number: | |
|---|---|

**USA Patriot Act Information (Required by Federal Law)**

All applicants must provide the information below. Non-Resident aliens must also include a completed W-8.
◯Driver's License ◯Passport ◯State ID ◯Foreign Tax ID ◯Other Government-issued ID

| Place/Country of Issuance | ID No: | Issue Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) |
|---|---|---|---|
| | | | |

**Employment and Industry Affiliations**

◯Employed ◯Self-Employed ◯Retired ◯Unemployed ◯Homemaker ◯Student
*If Employed/Self-Employed is indicated, please complete all employment fields.*
*If Retired or Unemployed is indicated, please indicate former Occupation.*

| Employer Name | Years Employed | Phone Number | Occupation | Business Nature |
|---|---|---|---|---|
| | | | | |

| Employer's Address | City | State | Zip Code |
|---|---|---|---|
| | | | |

| Country | Province | Foreign Postal Code |
|---|---|---|
| | | |

**Industry and Other Affiliations**

*Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:*

◯Yes ◯No — **Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**
IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL
If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).
◯Broker-Dealer or Municipal Securities Dealer ◯Investment Adviser
◯FINRA or other Self-Regulatory Organization ◯State or Federal Securities Regulator
Name of Entity(ies): _____

◯Yes ◯No — **An officer, director or 10% (or more) shareholder in a publicly-owned company?**
**What is your title?** ◯10% shareholder ◯CEO ◯CFO ◯COO ◯Other Officer
Name of company and symbol: _____

◯Yes ◯No — **A senior military, governmental or political official in a non-US country?**
Name of country:

## STEP 4. ACCOUNT FUNDING AND FEATURES

**Initial Funding Source**

What is the **initial** source of funds for this account? If you are transferring assets from another financial institution, please indicate the origin of those investments.

◯Investments ◯Compensation ◯Retirement Assets ◯Gift ◯Donations
◯Insurance Payout ◯Inheritance ◯Social Security Benefits ◯Legal Settlement ◯Spouse/Parent
◯Lottery/Gaming ◯Business Revenue ◯Sale of Business or Property ◯Other (Specify)_____

**Money Fund Instructions**

◯ AXOS Insured Deposit (DLD)
◯ Do Not Sweep to AXOS Insured Deposit (DLD)

**Disclaimer**: By initialing this document, I represent my consent and authorization to participate in the chosen Sweep Program. I acknowledge that I have read and understand the terms and conditions of the Sweep Program included in the Customer Agreement.

PRIMARY
_____
**(INITIALS REQUIRED)**

**Dividend Standing Instructions**

Cash Options (select one)
◯Deposit into free credit balance
◯Dividends mailed **weekly** to client
◯Dividends mailed **semi-monthly** to client
◯Dividends mailed **monthly** to client

Dividend Reinvestment (select one)
◯Cash dividends – Opt-in for Reinvestment
◯No Reinvestment
◯Reinvestment all – Opt-out for Cash dividends

**Trading Privileges**

| | |
|---|---|
| ☐ Cash | |
| ☐ Margin (not available for all account types) | I understand that margin privileges are granted by AXOS Clearing LLC in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Margin Account Agreement is also required. |
| ☐ Options (not available for all account types) | I understand that option privileges are granted by AXOS Clearing LLC in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Option Account Agreement is also required. |

| Account Number: | |
|---|---|

## STEP 5. ACCOUNT INVESTMENT PROFILE

| Annual Income $_____ | Net Worth $_____ | Liquid Net Worth $_____ | Risk Tolerance | Tax Bracket |
|---|---|---|---|---|
| ○ Under $25,000<br>○ $25,001 - $50,000<br>○ $50,001 - $100,000<br>○ $100,001 - $200,000<br>○ $200,001 - $500,000<br>○ $500,001 - $1 million<br>○ Over $1 million | **(excluding residence)**<br>○ Under $50,000<br>○ $50,001 - $100,000<br>○ $100,001 - $500,000<br>○ $500,001 - $1 million<br>○ $1,000,001 - $3 million<br>○ Over $3 million | ○ Under $25,000<br>○ $25,001 - $50,000<br>○ $50,001 - $100,000<br>○ $100,001 - $200,000<br>○ $200,001 - $500,000<br>○ $500,001 - $1 million<br>○ $1,000,001 - $3 million<br>○ Over $3 million | ○ Low<br>○ Moderate<br>○ Aggressive<br>○ Speculative | ○ 0%<br>○ 10%<br>○ 12%<br>○ 22%<br>○ 24%<br>○ 32%<br>○ 35%<br>○ 37% |

| Estimated Value of Investments | Liquidity Needs | Time Horizon | Annual Expenses | Special Expenses |
|---|---|---|---|---|
| ○ under $10,000<br>○ up to $24,000<br>○ up to $50,000<br>○ up to $200,000<br>○ under $500,000<br>○ over $500,000 | ○ less than 1 year<br>○ 1 – 5 years<br>○ 5 – 10 years<br>○ 10 – 15 years<br>○ Over 15 years<br>○ Not applicable | ○ Undefined<br>○ less than 1 year<br>○ 1 – 5 years<br>○ 5 – 10 years<br>○ 10 – 15 years<br>○ Over 15 years | ○ $50,000 and under<br>○ $50,001 - $100,000<br>○ $100,001 - $250,000<br>○ $250,001 - $500,000<br>○ Over $500,000<br>**Investment Knowledge**<br>○ Limited<br>○ Good<br>○ Excellent | ○ $50,000 and under<br>○ $50,001 - $100,000<br>○ $100,001 - $250,000<br>○ $250,001 - $500,000<br>○ Over $500,000<br>*Timeframe*<br>○ Within 2 years<br>○ 3 – 5 years<br>○ 6 – 10 years |

**Investment Objective**

○ **Current Income** (A) - Preservation of capital with a primary consideration on current income

○ **Balanced** (F)- A balance between capital appreciation and current income with the primary consideration being current income

○ **Growth & Income** (G) - A balance between capital appreciation and current income with the primary consideration being capital appreciation

○ **Growth** (H) - Capital appreciation through quality equity investment and little or no income

○ **Maximum Growth** (I) - Maximum capital appreciation with higher risk and little to no income.

○ **Speculation** (J)- Maximum total return potential, involving a higher degree of risk through investment in a broad spectrum of securities.

| Investment Experience | Years of Experience | | | Transactions per year | | |
|---|---|---|---|---|---|---|
| Mutual Funds/Exchange Traded Funds | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Individual Stocks | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Bonds | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Options | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Securities Futures | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Annuities | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Alternative (structured products, hedge funds, etc.) | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |
| Margin | ○ 0 | ○ 1 - 5 | ○ Over 5 | ○ 0 - 5 | ○ 6 - 15 | ○ Over 15 |

## STEP 6. TRUSTED CONTACT

By choosing to provide information for a Trusted Contact Person ("TCP"), you authorize your Agent to contact and to disclose information about you and your account(s) to the TCP:

- Provide the TCP with information about you or your account(s), but does not provide the TCP with the ability to transact on your account(s)
- Inquire about your current contact information or health status
- Inquire if another person or entity has legal authority to act on your behalf (e.g. legal guardian or conservator, executor, trustee, or holder of a power of attorney)

The TCP must be at least 18 years old, must be someone other than an account owner and cannot be your Investment Advisor and or your Agent. The Agent may provide the TCP information about you or your account(s), but does not allow the TCP the ability to transact on your account(s).

☐ I decline to identify a Trusted Contact at this time.

| Name (First, Middle Initial, Last) | Relationship | |
|---|---|---|
| Primary Telephone Number | Email Address | |
| Mailing Address | | |
| City | State | Zip Code |
| Country | Province | Foreign Postal Code |

| Account Number: | |
|---|---|

## STEP 7. W-9 CERTIFICATION

**Under penalties of perjury, I certify that:**

1. **The number shown on this form is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me), and**
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, and**
3. **I am a US citizen or other US 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.**

**Definition of a US Person**

**For federal tax purposes, you are considered a US person if you are:**

- **An individual who is a US citizen or US resident alien,**
- **A partnership, corporation, company or association created or organized in the United State or under the laws of the United States,**
- **An estate (other than a foreign estate), or**
- **A domestic trust (as defined in IRS Regulations section 301.7701-7)**

**Certification instructions.**

**You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), enter your exempt payee code (if any) here: _____**

**If you are exempt from FATCA reporting (if you are unsure, ask us for a complete set of IRS instructions), enter your exemption from FATCA reporting code (if any) here: _____**

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT SECURITIES NOT FULLY PAID FOR MAY BE LOANED TO AXOS CLEARING, LLC OR LOANED OUT TO OTHERS.**

**PLEASE NOTE THAT THIS ACCOUNT APPLICATION AND AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT IN THE TERMS AND CONDITIONS ACCOMPANYING THIS ACCOUNT APPLICATION AND AGREEMENT. YOU ACKNOWLEDGE RECEIVING A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT.**

## STEP 8. SIGNATURES

*To help the government fight the funding of terrorism and money laundering activities, federal laws require all financial organizations to obtain, verify and record information that identifies each person who opens an account. That means that AXOS will ask for your name, address, date of birth and other information that will allow us to identify you. We may also require a copy of your driver's license or other government-issued identifying document.*

By signing this Account Application and Agreement, you affirm that you are of full legal age in the state of jurisdiction in which you reside and have the capacity to enter into this Account Application and Agreement. You further affirm that you have read, understood and agree to the Terms and Conditions attached to this Account Application and Agreement.

### ACCOUNT HOLDER/TRUSTEE/CORPORATE OFFICER SIGNATURE

| Account Owner Signature<br>✕ | Print Name | Date |
|---|---|---|
| Account Co-Owner Signature<br>✕ | Print Name | Date |

### APPROVALS

| Broker Signature<br>✕ | Print Name | Date |
|---|---|---|
| General Principal Signature<br>✕ | Print Name | Date |

# CUSTOMER AGREEMENT

**This Customer Agreement ("Agreement") sets forth the Terms and Conditions that govern Your brokerage account with AXOS Clearing LLC, Member SIPC. Throughout this Agreement, the words, "You" and/or "Your" means AXOS Clearing LLC ("AXOS) its successors and assigns and "I", "Me", "My", or "Myself" means the beneficial owner(s) of the brokerage account.**

**TO: My Introducing Broker Dealer and AXOS:** In consideration of You opening and/or carrying one or more accounts on My behalf, I represent and agree with respect to all accounts, whether upon margin or cash, as follows:

1. **Representation as to Capacity.** If an individual, I am of legal age under the laws of the State where I reside and authorized to have a brokerage account carried by AXOS, which is subject to the terms of this Agreement and, except as otherwise disclosed to You, I am not an employee of any exchange or FINRA and I am not an employee or associated person of a member firm of any exchange or of a member firm of FINRA. I will promptly notify You if I become so employed or associated. To the extent that I have not already disclosed to You the following, I will notify You in writing if I, My spouse or immediate family member living in My household becomes a director, 10% beneficial shareholder, or an affiliate of a publicly traded company. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to open and/or have a brokerage account carried by AXOS, which is subject to the terms of this Agreement, to abide by and fulfill My obligations under this Agreement, and the persons authorized on the account are fully authorized to act on My behalf. No person, except Me (or any person named in a separate agreement), has any interest in the account carried pursuant to this Agreement. I acknowledge that unless AXOS receives written objection from Me, under SEC Rule 14B-1(c), AXOS may provide My name, address, and security positions to requesting companies in which I hold securities.
2. **Authorization.** I appoint You as my agent for the purpose of carrying out My directions to You in accordance with the Terms and Conditions of My Agreement with You for My account and risk with respect to the purchase or sale of securities. To carry out Your duties, You are authorized to open or close brokerage accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. Unless I give You discretion by written authorization, all transactions will be done only on My order or the order of My authorized delegate except as described in Section 8.
3. **Role and Responsibility of Clearing Broker.** I understand that AXOS carries My account(s) as clearing broker pursuant to a carrying agreement, also referred to as a clearing agreement, between My Introducing Broker Dealer and AXOS, and that AXOS will clear all transactions under this Agreement pursuant to that carrying or clearing agreement. If My account has been introduced to AXOS and is carried by AXOS acting solely as a "clearing broker," I agree that AXOS is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of My Introducing Broker Dealer. I further understand that transactions may be executed by other broker-dealers, including My Introducing Broker Dealer as principal. I understand that AXOS provides no investment advice in connection with this account nor does AXOS give advice or offer any opinion with respect to the suitability of any transaction, security or order. Until receipt from Me of written notice to the contrary, AXOS may accept from My Introducing Broker Dealer without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. AXOS shall look solely to My Introducing Broker Dealer unless otherwise directed by My Introducing Broker Dealer, and not to Me with respect to any such orders or instructions; except that I understand that AXOS will deliver confirmations, statements, and all written or other notices, including margin maintenance calls if applicable, with respect to My account directly to Me with copies to My Introducing Broker Dealer, and that AXOS will look directly to Me or My Introducing Broker Dealer for delivery of margin, payment, or securities. I agree to hold AXOS harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided AXOS has acted in accordance with the above. The foregoing shall be effective as to My account until written notice to the contrary is received from Me by AXOS or My Introducing Broker Dealer. You will respond to inquiries I may make concerning My brokerage account and if any inquiry is in the form of a complaint regarding My Introducing Broker Dealer, AXOS will be responsible for (i) promptly notifying My Introducing Broker Dealer about the complaint; (ii) providing Me with an acknowledgement that AXOS has done this; and (iii) providing a copy of My complaint to My Introducing Broker Dealer's designated examining authority.
4. **Effect of Reports and Statements.** I agree that reports of execution of orders and statements of My account shall be conclusive if not objected to within ten (10) days after transmittal to Me by mail or otherwise. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing.
5. **Important Information About Procedures for Opening and/or Maintaining an Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open or maintain an account carried by AXOS, You will ask for My name, address, date of birth and other information that will allow You to identify Me. You may also ask to see My driver's license or other identifying documents and subsequently make copies for the records.
6. **SIPC and Other Insurance Coverage.** I understand that AXOS is a member of the Securities Investor Protection Corporation (SIPC), which provides protection for accounts up to $500,000 (including $250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at www.sipc.org or via telephone at (202) 371-8300. I understand that AXOS has acquired an additional $24.5 million coverage through a third party insurance company. This brings the total protection to $25 million with a limitation of $1 million on claims for cash balances for each client (as defined by SIPC rules). I understand that such coverage does not include transactions or trading losses or declines in the value of securities.
7. **Telephone Recordings.** I understand and agree that any telephone conversation with You will or may be recorded for accuracy and I consent to such recording.
8. **Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me.
9. **Payment of Indebtedness.** In the event I become indebted to You in the course of operation of this account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, You may close My account and liquidate any assets in My account at Your discretion in an amount sufficient to pay My indebtedness. As security for any and all liabilities arising in favor of You, I pledge to AXOS a security interest in all property held by AXOS in any account maintained by AXOS for Me individually, jointly or in the name of another person or entity. AXOS is hereby authorized to make whatever disposition of pledged property it may deem appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that AXOS shall be entitled to exercise the rights and remedies, with respect to the pledged property, generally afforded a secured party under the Uniform Commercial Code. The reasonable costs of collection of any debit balance and any unpaid deficiency in My accounts, including attorney's fees incurred by You shall be reimbursed by Me to You.
10. **Sell Orders; Deliveries and Settlements.** Unless otherwise specifically designated, any order directing the sale of Property shall be deemed to be a "long" sale, and in connection with any such order, I represent that I am the owner of the property subject of such order and agree to deliver the property to You in negotiable form on or before the settlement date. In the event that I fail to deliver the property to You by the close of business on the settlement date, You are authorized, in your discretion and without notice to Me, to (i) delay settlement, (ii) purchase comparable property to cover My position, or (iii) cancel the transaction. You may also charge any loss (including Interest), commission and fees to My account.
11. **Buy Orders; Settlements.** When I have directed that property be purchased, I agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that I fail to provide sufficient funds, You may, at your option and without notice to Me, (i) charge a reasonable rate of interest, (ii) liquidate the property subject of the buy order, or (iii) sell other property owned by Me and held in any account. You may also charge any consequential loss to My account.
12. **Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct You on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse You for, or deliver to You, said dividend or distribution.

13. **Restrictions on Trading.** I understand that You may, in Your discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary.
14. **Governing and Applicable Law.** This Agreement and all transactions made in My account shall be governed by the laws of the State of New York, (regardless of the choice of law rules thereof) except to the extent governed by federal securities law, the Federal Arbitration Act, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.
15. **Ratification; Sub-Brokers and Agents; Extraordinary Events; Indemnification.** You may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and You shall be responsible only for reasonable care in their selection. I understand that You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, natural disasters or any other conditions or causes beyond Your control or anticipation, including, but not limited to, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities. I agree to indemnify and hold You harmless from any loss, damage or liability arising out of any transaction in which You act, directly or indirectly, as My agent, absent any willful or grossly negligent conduct by You.
16. **Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with You is placed by You on a best efforts basis as prescribed and recognized by the individual fund, and that You are not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold You harmless for any deficiencies contained therein. I authorize You to act as My agent in the purchase and redemption of fund shares.
17. **Joint Account Authorization.** In consideration of Your carrying a joint account for the persons identified as the account holders, we jointly and severally agree to be fully and completely responsible and liable for this account and to pay on demand any balance due. Each of us, or any person authorized to act on behalf of the account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the account. You are authorized and directed to act upon instructions received from any of us. Suitability information provided by us reflects the combined interests of all joint owners. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of us agrees to hold You and Your employees and agents harmless from and indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of You, Your employees or agents following the instructions of any of us. AXOS in its sole discretion may at any time suspend all activity in the joint account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the joint account or the property therein be in writing, signed by all of us. You may recover from the account or from any of us such costs as You may incur, including reasonable attorney's fees, as the result of any dispute among us relating to or arising from the account. Upon any event that causes a change in the ownership of the joint account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify You in writing. You may take such actions in the account as You deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to You for any net debit balance or loss in the account in any way resulting from any transactions initiated prior to notification to You or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Notwithstanding the governing law provisions of this Agreement, the legal ownership of our accounts shall be governed by the internal laws of the state of residence.
18. **Liens.** I further agree, jointly and severally if this is a joint account, that all property including cash or securities You may at any time be holding or carrying for Me shall be subject to a lien in Your favor for the discharge of obligations of the account to You. Such lien is to be in addition to and not in substitution of the rights and remedies You otherwise would have.
19. **Definitions of the Word "Property."** For all purposes of this Agreement, the word "Property" means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by You in any manner for Me.
20. **Effect of Attachment or Sequestration of Accounts.** You shall not be liable for refusing to obey any orders given by or for Me with respect to any account(s) that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.
21. **Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors shall immediately give You written notice thereof, and You may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the account as You may deem advisable to protect You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint Account Holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in your discretion close out any or all of My accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue liable, jointly and severally, to You for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by You of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Such notice shall not affect Your rights under this Agreement to take any action that You could have taken if I had not died.
22. **Tax Reporting.** The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
23. **Information Accuracy.** I (a) certify that the information and representations contained in this Agreement and any other document or information that has been or will be furnished to You in connection with My account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime, (b) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (a) of this Section and any other normal sources of debit or credit information, (c) authorize anyone so contacted to furnish such information to You as You may request, and (d) agree that this Agreement and any other document or information I furnish in connection with My account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements, documents, or information. You may retain this Agreement and all other such documents or information and their respective records at Your sole discretion, whether or not credit is extended.
24. **Credit Information and Investigation.** I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained.
25. **Equity Orders and Payment for Order Flow.** Securities and Exchange Commission rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement) access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by You in connection with any specific transactions will be furnished upon written request.

26. **Free Credit Balances.** To the extent that I have elected to participate in the AXOS Insured Deposit (DLD) program, I authorize You to invest the free credit balances in My account. I authorize You, without further notice, to redeem My funds from the DLD Program to the extent necessary to satisfy any debits arising in any of My accounts. I understand that I have the option of liquidating the balance of my DLD Program funds and either keeping them or returning the proceeds to My account. I have chosen this option in full understanding of the alternatives available to Me as well as the cost, benefits and risks of this selection and the alternatives.
27. **Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the account. Interest due on the account is payable on demand. In the case of any stock borrow I request, I understand and agree that AXOS may charge Me borrow rates that it determines in its sole discretion and which AXOS will disclose upon request to My Introducing Broker Dealer. I also agree to pay such expenses incurred by You in connection with collection of any unpaid balance due on My accounts, including, but not limited to, attorney's fees allowed by law.
28. **Prohibition on Freeriding.** In a cash account, a customer must pay for the purchase of a security before selling it. If a customer buys and sells a security before paying for it, the customer is engaging in an activity that is prohibited by federal regulations and which is called freeriding. Accordingly, I understand and agree that if I purchase securities in a cash account and sell them before payment is received by AXOS will place that account on restricted status for a period of 90 calendar days following the trade date for a first offense, 180 days for a second offense, and 1 year for a third offense, or place other restrictions as required or permitted by law or regulation. During any period of restriction, unless My cash account contains funds in advance of the trade sufficient to pay for any new purchase in full, I agree that I will not be permitted to purchase or sell any new securities in that account. I agree that AXOS will cancel or remove any trades from My cash account that are made in violation of these or any other legal or regulatory prohibitions on freeriding. AXOS and I agree that nothing stated in this section constitutes a modification of any laws or regulations to which AXOS and I are subject.
29. **Arbitration**.
    a. **The following general provisions apply to all arbitrations pursuant to this section:**
        i. **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.**
        ii. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
        iii. **Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
        iv. **The arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.**
        v. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
        vi. **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.**
        vii. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**
    b. **Any controversy or claim arising out of or relating to this Agreement shall be settled by FINRA arbitration procedures then in effect. I agree that any judgment upon an award rendered by arbitration may be entered in any court having proper jurisdiction.**
    c. **This Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws.**
    d. **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:**
        i. **the class certification is denied; or**
        ii. **the class is decertified; or**
        iii. **the customer is excluded from the class by the court.**

        **Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.**
    e. **The venue for all arbitration proceedings arising out of or relating to this Agreement shall be Omaha, NE. By having an account subject to the terms of this Agreement, I acknowledge and accept Omaha as the arbitration hearing location.**
    f. **This Agreement to arbitrate does not entitle Me to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a competent jurisdiction.**
30. **Notice.** All communications, including margin calls, may be sent to Me at the mailing address for the account or E-mail address that I have given to You, to either E-mail address in the case of joint accounts where each account holder has given an E-mail address( notice to both E-mail addresses is not required) or at such other address as I may hereafter give You in writing or by E-mail at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to me personally, whether actually received or not.
31. **Headings.** The heading of each provision hereof is for descriptive purposes only and shall not be (i) deemed to modify or qualify any of the rights or obligations set forth herein or (ii) used to construe or interpret any of the provisions hereunder.
32. **No Waiver; Cumulative Nature of Rights and Remedies.** Your failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Your part to exercise any power or right given to You in this Agreement, or a continued course of such conduct on Your part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.
33. **Miscellaneous Provisions.** The following provisions shall also govern this Agreement:
    a. This Agreement and all documents incorporated by reference are governed by the laws of the State of New York.
    b. I hereby ratify and confirm all transactions heretofore made and entered into with You.
    c. This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators.
    d. If any provision of this Agreement shall be determined to be invalid, the remainder hereof shall remain in full force and effect.
    e. This Agreement may be terminated by either Me or You upon thirty (30) days written notice. I will remain liable to You for any charges due, whether arising before or after termination.
    f. No provision of this Agreement may be altered, changed or revised except by a written instrument signed by Me and AXOS.
    g. I will notify You if any representation herein is or becomes materially inaccurate.
34. **Severability.** If any provisions or conditions of this Agreement become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force or affect.

BY AGREEING TO OPEN AN ACCOUNT WITH AXOS AND/OR HAVE MY ACCOUNT CARRIED BY AXOS, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AT SECTION 29 OF PAGE 3.

# AXOS Insured Deposit Program — Summary of Terms and Conditions

**Program Summary**
The AXOS Insured Deposit Program ("The Program") provides a cash sweep capability for customers. Under The Program provided by AXOS Clearing LLC ("AXOS", "The Firm", "We", or "Us ") and selected by your Introducing Broker Dealer and administered by a third party selected by the Firm ("Program Administrator"), your uninvested cash balances in eligible accounts will be automatically deposited into an interest-bearing Federal Deposit Insurance Corporation ("FDIC") insured deposit account at one or more of the banks or depository institutions participating in The Program, collectively called "Program Banks."

Your uninvested cash balances are deposited with a network of Program Banks in a manner designed to provide you with a maximum deposit insurance potentially in excess of the current FDIC limits (The Firm's current limits are available at www.corclearing.com). A separate account for the benefit of Program participants will be established at each of The Program Banks for deposit in The Program (the "Deposit Accounts"). Once your funds in a Deposit Account at any of the individual Program Banks reach 95% of the applicable FDIC insurance limit, any additional funds will be deposited at another Program Bank. The Deposit Accounts will be insured by the FDIC within certain applicable limits. FDIC insurance will not cover amounts over the applicable maximum insurance limit that you have on deposit with any particular Program Bank.

All activity with respect to your accounts will appear on your periodic account statement, including the total of your opening and closing account balances in The Program and a breakdown of your bank deposit balance at each individual Program Bank at which you have deposits. If you maintain a separate account at a Program Bank outside of The Program, you are responsible for monitoring the total amount of deposits that you have with The Program Bank to determine the extent of deposit insurance coverage available to you. The total amount of FDIC insurance coverage may change at any time.

The Program is your default sweep option for available cash in your eligible accounts. By your participation in The Program, you acknowledge that you have received and carefully read these Terms and Conditions. If you have any questions about any of the provisions of these Terms and Conditions, please contact your Introducing Broker Dealer.

The Program should not be viewed as a long-term investment option. If you desire to maintain invested cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Introducing Broker Dealer to discuss investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs. Please keep in mind that such outside investment options may not be FDIC insured and may not include the automatic sweep features included in The Program.

As provided in your account agreement with your Introducing Broker Dealer and the Customer Agreement, The Firm is the carrier of your brokerage account as clearing broker pursuant to a clearing agreement with your Introducing Broker Dealer. As clearing broker, The Firm provides certain administrative services in connection with The Program. The services rendered by The Firm in connection with The Program are not intended to create a joint venture, partnership, or other form of business organization of any kind with any other party. The Firm shall not be responsible or liable for any acts or omissions of your Introducing Broker Dealer, any Program Bank, or their respective employees. The Firm provides no advice regarding The Program, nor does The Firm give advice or offer any opinion with respect to the suitability of any transaction or order in connection with your brokerage account. Neither your Introducing Broker Dealer nor any Program Bank is acting as the agent of The Firm. You agree that you will not hold The Firm, its affiliates, and its officers, directors, and agents liable in connection with any transactions related to The Program.

**Differences Between AXOS Insured Deposit (DLD) Program and Holding Deposits in a Cash Account**
The Program and cash balances are subject to differing risks and account protection. Cash balances are not bank accounts and not subject to FDIC insurance protection. The Program is covered by FDIC. Deposits in The Program equal to or less than the maximum FDIC deposit insurance limit are insured against the risk of a Program Bank's failure.

**FDIC Coverage and Limitations**
Upon deposit into The Program, your deposits are insured by the FDIC, an independent agency of the federal government backed with the full faith and credit of the U.S. Government, up to the current FDIC limit per depositor for each category of legal ownership. To provide potential additional coverage, The Program uses a network of Program Banks in a manner designed to provide you with a maximum deposit insurance limit in excess of the current FDIC limits per depositor for each category of legal ownership. If the amounts deposited in The Program exceed the maximum deposit insurance limit, the excess funds will be deposited at a Program Bank and not be insured by the FDIC. If you have or make deposits on your own with a Program Bank, neither AXOS nor your Introducing Broker Dealer will be aware of these deposits and they may not be insured.

Additional FDIC insurance coverage may also apply to certain categories of legal ownership. For additional information and any other questions about FDIC Deposit Insurance coverage, you may wish to seek advice from your own legal advisor. You may also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 (TDD)), by e- mail (~~dcainternet@fdic.gov~~), or by accessing the FDIC Web site at www.fdic.gov.

**Your Responsibility**
You must monitor and determine the best sweep option for you under The Program. You may elect not to participate in The Program and instead periodically invest cash balances directly into investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs.

You are responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. Activity with respect to your funds in The Program, including The Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. If your total funds on deposit at any individual Program Bank exceed the maximum deposit insurance limit, the FDIC will not insure your funds in excess of the limit.

**Interest**
The Program Banks will pay interest on funds in The Program at a variable rate established periodically by The Firm based on prevailing market, economic and other business conditions. The Firm may change the interest rate at our discretion without notice to you. The Firm may establish a schedule of rates to be applied to accounts based on, among other things, the total value of household assets in your brokerage accounts. The asset tiers and interest rates may be changed by The Firm from time-to-time. Current interest rate information is available by contacting your Introducing Broker Dealer.

Interest on funds in The Program will accrue from the day funds are deposited by us into The Program up to, but not including, the day of withdrawal. The Program Banks will use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will be compounded monthly and will be credited to your account on or about the 25th day of each month (or preceding business day if the 25th day is not a business day). You will receive a 1099-INT form from The Firm indicating the amount of interest paid to you.

**Fees**
No direct fees will be assessed to you or deducted from your brokerage account with respect to The Program. We may, without notice, refuse any deposit, close any account or impose a fee, if your actions become administratively burdensome.

**Program Compensation**
No direct fees will be assessed to you or deducted from your specified rate of return. Instead fees are collected from The Program Banks. The fee of the Program Administrator will be collected from The Program Banks in the form of fees collected in addition to interest paid on The Program. The Firm will receive a fee from the Program Administrator that varies depending on the balance in your account, the service plan you may be on and other factors. Although the actual fees are subject to change and vary depending on the tier and other factors (please see our website at www.corclearing.com, for the applicable rate structure), this fee currently is expected to range from .5% to 6.0%. This fee is subject to change and we may waive all or part of this fee. Other than applicable fees charged by us on a brokerage account, there will be no charge, fee or commission charged to your account with respect to The Program.

**Eligibility**
The Program is available to individuals, certain non-profit organizations and to certain fiduciaries and trusts, provided that the beneficiaries are individuals or otherwise eligible. Accounts in the name of business entities including corporations, limited liability companies and partnerships are also eligible for The Program. Excluded are all plans subject to the Employee Retirement Income Security Act of 1974, as amended. Please contact your Introducing Broker Dealer if you are unsure if your account(s) are eligible.

**Deposits**
Because The Program is your default sweep option for cash balances in your eligible account, unless you elect out of The Program you will have cash balances in your eligible account(s) automatically deposited in Deposit Accounts at The Program Banks. These Deposit Accounts will receive FDIC coverage up to The Program's maximum deposit insurance limit. There is no minimum initial deposit. Funds will be deposited into a Deposit Account under the following circumstances: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale; and (ii) in the case of available cash balances resulting from non-trade-related credits (e.g., the receipt of dividend or interest payments or a deposit in the brokerage account), on the business day after receipt into your brokerage account of the non-trade-related credit. Funds deposited into a Deposit Account will begin earning interest from the day that they are received by The Program Bank. Your deposit will be in book entry form and, therefore, you will not receive a passbook or a certificate. Your uninvested cash balances will be deposited into a Settlement Account, which will allocate your deposits to any eligible Program Bank according to an order of priority established from time-to-time. Once your funds in a Deposit Account at any of the individual Program Banks reach 95% of the applicable FDIC insurance limit, any additional funds will be deposited at another Program Bank. You may exclude any Program Bank from being able to receive your uninvested cash balance at any time. For example, you may want to exclude any Program Bank at which you maintain balances (e.g. Certificates of Deposit, checking account deposits) which, when added to amounts in the Deposit Account, might exceed the maximum deposit insurance limits. This exclusion may be accomplished at the time of your initial deposit into The Program, or at any other time by contacting your Introducing Broker Dealer and may impact the overall FDIC coverage available to you through The Program. The list of Program Banks participating in The Program is available from your Introducing Broker Dealer. In addition, The Program Banks in which your Program balances were invested will be listed on your periodic account statement.

Program Banks may be added or removed from The Program. It is your responsibility to monitor your Program deposits with each Program Bank in order for you to determine the extent of insurance coverage available to you.

Deposit Accounts are established on an omnibus basis at each Program Bank, with records of ownership in a manner consistent with FDIC rules governing "pass through" deposit insurance. The Program Administrator also serves as a finder assisting in locating and negotiating deposit arrangements with Program Banks. The Firm, may at any time select a different Program Administrator or finder or the role in The Program of the Program Administrator or finder may be eliminated altogether.

**Withdrawals**
All withdrawals necessary to satisfy debits in your brokerage accounts will be made by us. A debit will be created, for example, when you purchase securities or request withdrawal of funds from your brokerage account, when you write a check, or use other withdrawal methods (such as through an ACH). Checks written on your brokerage account are not drawn directly against the amounts deposited for you at any of The Program Banks, but the money is transferred back from The Program Banks to an intermediary bank and then to us, and then used to satisfy your debit through The Program. Withdrawals may not be made directly from The Program Banks, except through The Firm.

The funds necessary to satisfy debits in your securities account will be drawn from your account in the following order: (i) free credit balances in your brokerage account (if any); (ii) balances in your money fund (if any); and (iii) amounts in The Program Account.

**Electronic Funds Transfers**
The only items processed through The Program are deposits from the brokerage account to The Program Banks, transfers among The Program Banks, and transfers back to the brokerage account from The Program Banks.

The Program does not allow electronic funds transfers, ATM access, check-writing, deposit, point-of-sale terminal access, pre-authorized payments to third parties, access by credit or debit card or ACH transfers directly from The Program Bank Deposit Accounts.

**Program Deposit Account Error Resolution Notice**
Please contact your Introducing Broker Dealer as soon as possible if you think The Program Deposit Account portion of your statement is wrong or if you need more information about a transfer listed on the statement. Your Introducing Broker Dealer must hear from you no later than fifteen (15) business days after the date of the statement on which the claimed problem or error first appeared. In making that contact you must:

(1) Provide your name and account number (if any);

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

(3) Provide the dollar amount of the suspected error.

If you provide this information orally, you may be required to send your complaint or question in writing within fifteen (15) business days.

It will be determined whether an error occurred within fifteen (15) business days after hearing from you and any actual error will be promptly corrected. If more time is needed, however, it may take up to forty-five (45) business days to investigate your complaint or question. In such case, it will be requested that The Program Bank credit your Program Deposit Account within fifteen (15) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you are asked to put your complaint or question in writing and your Introducing Broker Dealer does not receive it within fifteen (15) business days, The Program Bank may not credit your Program deposit account.

For errors involving new Program Deposit Accounts, it may take up to ninety (90) business days to investigate your complaint or question. For new Program Deposit Accounts, The Program Bank may take up to twenty (20) business days to credit your Program Deposit Account for the amount you think is in error.

Your Introducing Broker Dealer will contact you with the results within three (3) business days after a investigation is completed. If it is determined that there was no error, a written explanation will be provided. You may ask for copies of the documents used in the investigation.

**Account Information**
Activity with respect to your funds in The Program, including The Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. For each statement period, your brokerage account statement will reflect: (i) all deposits to and withdrawals from your Program account; (ii) the opening and closing balances of your Program account; (iii) interest earned on your Program account balances; and (iv) the detail of balances held in your Program account at each Program Bank.

**Summary of Certain Relationships**
All Program Banks in The Program are depository institutions duly chartered under the laws of the United States or a State thereof, the deposits of which are insured by the FDIC. Your Introducing Broker Dealer and The Firm are broker-dealers registered with the U.S. Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA"). Your Introducing Broker Dealer and The Firm are not banks. Deposit Accounts are held by the respective Program Banks.

Pursuant to the clearing agreement between Your Introducing Broker Dealer and The Firm and acting on the instructions of your Introducing Broker Dealer, The Firm will act as exclusive custodian and agent with respect to all transactions related to The Program. The Deposit Accounts established for The Program will be evidenced by a book entry on the account records of each such Program Bank. The Firm and its agents will maintain records of your interest in each Deposit Account. No evidence of ownership, such as a passbook or certificate, will be issued to you.

All questions regarding your funds in each Deposit Account should be directed to your Introducing Broker Dealer and not The Program Banks. No Program Bank will accept any instructions concerning your deposits in a Program Bank through The Program unless such instructions are transmitted by The Firm or an authorized agent on its behalf.

The Firm will assume the responsibility and the risk of loss for any of your funds transferred from The Program Banks that have been delivered by you to your Introducing Broker Dealer. Until the funds have been received in the Settlement Account maintained at a designated bank (the "Settlement Bank"), withdrawals will be deemed paid by a particular Program Bank when such funds are transmitted by the Program Bank to the Settlement Account. The Program Bank will be released from all liability for such withdrawn funds once the Program Bank delivers those funds to the Settlement Account. The Program Banks are not responsible for the actions of the Program Administrator or for the actions of your Introducing Broker Dealer or The Firm, with respect to The Program or otherwise. Each Program Bank deposit account is an obligation of The Program Bank and is not directly or indirectly an obligation of The Firm. Program Banks are selected by The Firm and Program Banks included in The Program are subject to change at any time. You can obtain publicly available financial information concerning any or all of The Program Banks at www.FDIC.gov or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W. Room 100, Washington DC 20434 or by phone at 800-276-6003.

The Firm does not guarantee in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank. You may exclude deposits of any Program Bank from inclusion in your brokerage account by contacting your Introducing Broker Dealer. By your continued use of The Program, you agree to the terms provided herein.

**Waiver of Confidentiality**
You expressly give consent for federal or state regulators to access your customer account information for audit and review purposes.

**Changes to the Program**
Your Introducing Broker Dealer or The Firm may modify or cancel The Program at any time, which may result in changing the sweep option for your account. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you on your uninvested cash balances during any given period, and the rate of return may be lower. You will receive advance notice of any change that results in changing the sweep option for your account. Unless you object within the time period specified, we will transfer the balances from your prior sweep into any new sweep.

**Relationships and Your Privacy**
Although your Introducing Broker Dealer, The Firm, and The Program Banks may share certain information about you and your accounts, information shared with Program Banks will be handled in accordance with the privacy policies of The Firm and your Introducing Broker Dealer.

**Inactive Accounts**
The Firm may be required by law to turn over (escheat) funds in your Program Deposit accounts to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds within the time periods established by state law.

**Transferability**
Your Program Bank deposit accounts may not be transferred by you to another owner except by a change in ownership of your brokerage account. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding until sufficient documentation has been received.

**Closing of Account**
If you close or The Firm closes your brokerage account, your associated Program Bank deposit accounts will also be closed and the funds in your Program Bank deposit accounts will be distributed out through your brokerage account.

**Right of Set-Off**
Under the terms of your Customer Agreement, funds in your Program Bank deposit accounts may be charged or set-off against indebtedness or obligations you have. For further information on such indebtedness or obligations, please review your Customer Agreement.

| FACTS | WHAT DOES AXOS CLEARING LLC ("AXOS")<br>DO WITH YOUR PERSONAL INFORMATION? |
|---|---|

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| **Who?** | As a clearing firm, AXOS provides clearing services to your introducing broker dealer pursuant to a Fully Disclosed Clearing Agreement. Examples of these clearing services include, but are not limited to trade execution, trade reporting, and other back office operations. The nature of these services requires AXOS to receive and retain nonpublic personal information. |
| **Why?** | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. AXOS is committed to protecting the privacy of all nonpublic personal information that it receives. Federal law also requires us to tell you how we collect, share, and protect your personal information. **Please read this notice carefully to understand what we do.** |
| **What?** | We collect your personal information from your introducing broker dealer in order to provide the services necessary to maintain your account. The types of personal information we collect and share may include, but are not limited to:<br>• Personal information, such as Social Security number and date of birth<br>• Financial information, such as account balances, positions and transactions, income, and net worth<br>• Contact information, such as phone numbers and email addresses<br>• Demographic information, such as gender, education, and occupation |
| **How?** | All financial companies need to share customers' personal information to run their everyday businesses. In the section below, we list the reasons financial companies like AXOS can share customers' personal information, whether AXOS generally shares, and whether you can limit this sharing. If you are no longer a customer of one of our introducing broker dealers, we may nevertheless continue to share your information as described in this notice. |

| Reasons we can share your personal information | Does AXOS share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes**<br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| **For our non-affiliates' everyday business purposes**<br>AXOS may enter into contracts with certain non-affiliated third parties to assist in servicing your account | Yes | No |
| **For our marketing purposes**<br>To offer our products and service to your introducing broker dealer and/or you | No | We do not share |
| **For our affiliates' everyday business purposes**<br>Information about your transactions and experiences | Yes | No |
| **For our affiliates' everyday business purposes**<br>Information about your creditworthiness | No | We do not share |
| **For our affiliates to market to you** | No | We do not share |

| Questions? | To discuss your options to limit our sharing of your personal information, please call 866-774-0218 or email clientservices@axosclearing.com. |
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| Who we are | |
|---|---|
| **Who is providing this notice?** | AXOS Clearing LLC; 1200 Landmark Center, Ste. 800; Omaha, NE 68102-1916 |
| **What we do** | |
| **How does AXOS protect my personal information?** | To protect your personal information from unauthorized access and use, AXOS maintains physical, electronic, and procedural safeguards in accordance with industry and legal standards. |
| **How does AXOS collect my personal information?** | AXOS may collect information:<br>• Directly from you or your introducing broker dealer on applications or other forms;<br>• About your account transactions with your introducing broker dealer, such as account balances, positions, and activity;<br>• From consumer and credit reporting agencies;<br>• Received from other sources with your consent or the consent of your introducing broker dealer. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only:<br>• Sharing for affiliates' everyday business purposes – information about your creditworthiness<br>• Affiliates from using your information to market to you<br>• Sharing for non-affiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. |

| Definitions | |
|---|---|
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies. |
| **Non-affiliates** | Companies NOT related by common ownership or control. They can be financial and nonfinancial companies. |