

## CUSTOMER ACCOUNT AGREEMENT

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

- 1. Applicable Rules and Regulations.** All transactions for the Account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.
- 2. Definitions.** "Obligations" means all indebtedness, debit balances, liabilities, or other obligations of any kind of the Customer to Apex, whether now existing or hereafter arising. "Assets" shall include, but shall not be limited to, money, securities, commodities, or other property of every kind and nature and all contracts and options relating to them in any way, whether for present or future delivery.
- 3. Advisor Agreement.** Customer represents that Customer has entered into a separate agreement directly with Advisor ("Advisor Agreement") authorizing Advisor to manage the Account, including executing trades, appointing sub-advisors, depositing or withdrawing funds to and from Account, requesting information, receiving Account statements and confirmations, changing certain of my information, and generally transacting in and managing the Account. Customer understands that Advisor has entered into an agreement with Apex pursuant to which Apex is willing to grant access to Advisor for Advisor to manage accounts for Advisor's customers whom open brokerage accounts at Apex for Advisor to manage. Customer authorizes Advisor to establish relationships with Apex and to appoint and use other sub-agents on the Account at Advisor's discretion. Should Advisor appoint a sub-agent to the Account, Apex shall be entitled to rely on and execute any instructions from that sub-agent as if they were given directly by Advisor.
- 4. Apex's Role and Appointment.** Customer appoints Apex as agent to carry the Account and to execute Advisor's instructions relating to the Account. Customer agrees Apex may execute, clear, and settle any transaction in the Account at the instruction of Advisor and may accept and execute any instruction relating to the Account without inquiry or investigation. Customer assumes all investment risk with the Account and with authorizing Advisor to transact for the Account. Customer understands all transactions in the Account will be executed by Apex only at the instruction of Advisor acting pursuant to the Advisor Agreement, and that Apex's role is only to hold or custody Account Assets, distribute or collect funds on behalf of the Account, execute and clear trades at the instruction of Advisor, generate account statements, and provide other custodial and clearing services as may be mandated by various regulatory standards and requirements. Customer understands Apex does not and will not offer investment advice, review the Account or transactions therein, make any determination of Customer's suitability for any transaction or investment, will have no responsibility for trades made or activity in the Account, and has no discretion over transactions in or decisions made on behalf of Customer or the Account. Customer acknowledges that Advisor provides and is solely responsible for all investment advice and investment advisory services given in connection with the Account. Additionally, Apex will not verify the accuracy of any management fees Customer pays to Advisor pursuant to the terms of the Advisor Agreement. Notwithstanding the foregoing, in the event Customer initiates a claim against Apex, in Apex's capacity as custodial broker or otherwise, and does not prevail, Customer shall be responsible for the costs and expenses associated with Apex's defense of such claim. Apex may, in its sole and absolute discretion, and without prior notice to Customer or Advisor, transact, restrict, or refuse any orders placed in the Account.
- 5. Advisor Fee and Charges.** Customer will pay fees to Advisor for its services in accordance with the Advisor Agreement (each such payment an "Advisor Fee"). Customer authorizes and instructs Apex to deduct the Advisor Fee directly from the Account and pay it to Advisor. Customer agrees and acknowledges that Advisor will instruct Apex of the amount to deduct and pay to Advisor, and Customer agrees to hold harmless Apex in any dispute related to the amount of any Advisor Fee. Apex may also

charge, and Customer authorizes Apex to deduct from the Account, fees for services performed by Apex at Customer or Advisor's instruction, including, but not limited to, transactions, preparation and delivery of paper statements and confirmations, rejected payments, and wire transfers. Customer acknowledges per the agreement between Advisor and Apex that Advisor may pay Apex fees directly for Apex's services provided. Regardless of the method used to calculate fees charged by Apex to Advisor, Customer understands that Apex is not an advisor and will not act as an advisor on the Account. Additionally, the Advisor Fee may not include underlying ETF or mutual fund expenses, which are standard expenses that shareholders pay in accordance with such funds' prospectus, in which case Apex shall be entitled to deduct such fees from the Account.

6. **Breach; Security Interest.** Whenever in Apex's discretion Apex considers it necessary for Apex's, Advisor's, or Customer's protection or in the event of, but not limited to: (i) any breach by Customer of this or any agreement with Apex or Advisor or (ii) Customer's failure to pay for Assets purchased or deliver Assets sold, Apex may sell any and all Assets held in the Account or any other account in Customer's name (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any Assets and/or borrow or buy-in any Assets required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by Customer, and/or Apex may require Customer to deposit cash or adequate collateral to Account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. Apex has the right to refuse to execute transactions for Customer or Advisor at any time and for any reason. Any and all Assets belonging to Customer or in which Customer may have an interest held by Apex or carried in any of Customer's accounts with Apex (either individually or jointly with others) shall be subject to a continuing and perfected first priority lien and security interest and right of set-off held by Apex for the discharge of and all indebtedness or obligation Customer may have to Apex, and will be held as security for payment of any liability or indebtedness in the Account or any of Customer's accounts with Apex, wherever or however arising and without regard to whether or not Apex has made advances with respect to such Assets, and Apex is hereby authorized to sell and/or purchase any and all Assets in any of Customer's accounts, and/or to transfer any such Assets among any of the Customer's accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by Apex in the (i) collection of a debit balance and/or any unpaid deficiency in the Account or any accounts of the Customer with Apex or (ii) defense of any matter arising out of the Customer's or Advisor's transactions, shall be payable to Apex by Customer. Customer understands that because of circumstances beyond Apex's control, Customer's voting rights may be impaired. For example, if the stock of a company that one Apex customer has purchased has not yet been received from the seller(s), then a different Apex customer's abilities to vote that company's stock could be impaired until those shares are received by Apex. In addition, if the stock of a company that Customer has purchased has not yet been received from the seller(s), then payments received by the Customer, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.
7. **Cancellation.** Apex is authorized, in its sole discretion, should it for any reason whatsoever deem it necessary for its protection, without any notice, to cancel any outstanding order, to close out the Account or any accounts of Customer at Apex, in whole or in part, or to close out any commitment made on behalf of Customer. Customer also authorizes Apex to terminate the account with or without Advisor's instruction without notice to Customer.
8. **Payment of Indebtedness on Demand.** Customer shall at all times be liable for payment upon demand of any obligations owing from Customer to Apex and Customer shall be liable to Apex for any deficiency remaining in Account or in any other accounts of Customer at Apex in the event of the liquidation thereof (as contemplated by this Agreement or otherwise), in whole or in part, by Apex, Advisor, or Customer. Customer shall make payment of such obligations immediately upon demand.
9. **Communications.** Apex may send communications to Customer at Customer's address on the New Account Application or at such other address as Advisor may hereafter give to Apex on behalf of Customer. All communications so sent, whether by mail, electronically, or otherwise, shall be deemed given to Customer personally, whether actually received or not. Customer shall be responsible for reviewing all statements and confirmations of Account as well as communications sent by Apex. Statements of Customer shall be conclusive if not objected to in writing by Customer within ten (10) days and confirmations shall be conclusive if not objected to in writing by Customer within five (5) days, after forwarding by Apex by mail or otherwise. In consideration of Apex sending any mail to Customer in care of a post office box or third party address, Customer hereby agrees that all

correspondence of any nature whatsoever sent to Customer at such address will have the same force and effect as if it had been delivered to Customer personally.

- 10. ARBITRATION AGREEMENT. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**
- a. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;
  - b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
  - c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;
  - d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
  - e. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
  - f. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
  - g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

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

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

- 11. Representations.** Customer represents and warrants that Customer is of majority age, is not an employee of any exchange, corporation of which any exchange owns a majority of stock, or member of any exchange, member firm, or member corporation registered on any exchange, or of a bank, trust company, insurance company, or of any corporation, firm, or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances, or other forms of commercial paper. If Customer is a corporation, partnership, trust, or other entity, Customer represents that its governing instruments permit this Agreement, that this Agreement has been authorized by all required persons, and that the signatory on the New Account Application is authorized to sign on behalf of and bind Customer. Customer represents that it shall comply with all applicable laws, rules, and regulations in connection with the Account. Customer further represents that no one except Customer has an interest in the Account or other accounts of Customer with Apex.
- 12. Tax Treaty Eligibility.** This Agreement shall serve as the Customer's certification that Customer is eligible to receive tax treaty benefits between the country of residence indicated on the new account form and the country or countries of origin holding jurisdiction over the instruments held within Customer's account.

13. **Joint Accounts.** If the New Account Application indicates that the Account shall consist of more than one person, Customer's obligations under this Agreement shall be joint and several among them all. References to "Customer" shall include each of the customers identified on the New Account Application. Apex may rely on transfer or other instructions from Advisor or any one of the Customers in a joint account, and such instructions shall be binding on each Customer. Apex may deliver Assets, and send confirmations, notices, statements and communications of every kind to any one of the Customers, and such action shall be binding on each Customer. Notwithstanding the foregoing, Apex is authorized in its sole discretion to require joint action by some or all Customers with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety accounts are not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.
14. **Custodial Accounts for Minors.** If a custodial account was selected, such as UTMA/UGMA, as the Customer Type in the New Account Application, the custodian opening the account ("Custodian") understands Custodian has opened a custodial account for a minor and acts as the account custodian on behalf of the minor owner. It is Custodian's obligation to adhere to all applicable laws and regulations governing such accounts. Custodian should consult with an attorney and/or tax advisor before opening a custodial account. The age of majority varies by state. Custodian agrees to promptly inform its advisor and broker in writing upon the account owner reaching the age of majority and to facilitate the transfer of the account assets to its beneficial owner. Apex reserves the right, but shall not be obligated, to terminate the custodianship and/or transfer the account assets to the beneficial owner upon the minor reaching the age of majority as determined by the state code Custodian has included, without notice to or consent of Custodian.
15. **Other Agreements.** If the Customer trades any options, the Customer agrees to be bound by the terms of your Customer Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.
16. **Data Not Guaranteed.** Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. Customer acknowledges that the information contained in any reports provided by Apex is obtained from sources believed to be reliable but is not guaranteed as to its accuracy of completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Apex or any of its affiliates be liable to Customer or any third party for the accuracy, timeliness, or completeness of any information made available to Customer or for any decision made or taken by Customer in reliance upon such information. In no event shall Apex or its affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.
17. **Payment for Order Flow Disclosure.** Depending on the security traded and absent specific direction from 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. Apex 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 Customer's transactions will be furnished upon written request.
18. **Credit Check.** Apex is authorized, in its discretion, should Apex for any reason deem it necessary for its protection, to request and obtain a consumer credit report for Customer.
19. **Miscellaneous.** If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in

this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by Apex's authorized representative. This Agreement and all provisions shall inure to the benefit of Apex and its successors, whether by merger, consolidation or otherwise, Apex's assigns, and all other persons specified in Paragraph 10. Apex shall not be liable for losses caused directly or indirectly by any events beyond Apex's reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. Apex may transfer the accounts of Customer to Apex's successors and assigns. This Agreement shall be binding upon Customer and the heirs, executors, administrators, successors and assigns of Customer. Failure to insist on strict compliance with this Agreement is not considered a waiver of Apex's rights under this Agreement. At Apex's discretion, it may terminate this Agreement at any time on notice to the Customer and the Customer will continue to be responsible for any obligation incurred by the Customer prior to termination. Customer may not assign Customer's rights or delegate Customer's obligations under this Agreement, in whole or in part, without Apex's prior consent.

20. **SIPC Protection.** As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit [www.sipc.org](http://www.sipc.org). Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.
21. **Sweep Program.** If the Customer elects to participate in one of your FDIC or money market sweep programs, the Customer acknowledges and agrees that: (a) the Customer has read and understands the sweep program terms and conditions and/or prospectuses available at <http://www.apexclearing.com/disclosures/> and is aware of the products available in such sweep programs; (b) you may make changes to your FDIC and/or money market sweep programs and products at any time, in your sole discretion and with or without notice to Customer; (c) the free credit balances in the Customer's Account may begin being included in the sweep program upon Account opening; and (d) you have no obligation to monitor the applicable sweep program elected for the Customer's Account or to make recommendations about, or changes to, the sweep program that might be beneficial to the Customer.