

Dear investor, thank you for choosing WestPark Capital.

We look forward to serving you.

Here are the instructions and required forms for opening an account as a **U.S. Individual Investor**.

New Account documentation required to open your account with WestPark Capital, Inc.

- 1. Form CRS Customer Relationship Summary, please review all the terms.**
- 2. New Account Form.**
Please complete pages 1-6, and your signature is required on page 6.
 - Page 1. CRS - **Please sign and date the CRS section on the top left.**
 - Page 1. Step 1 - Account Information / Type of Account/ - Complete all sections.
 - Page 2. Step 2 - Primary Account holder detail and Employment - (even if retired) Complete all sections.
 - Page 3. Step 3 – Industry and other affiliations – and secondary account holder information - complete all sections.
 - Page 4. Step 4 account funding and features– complete entire page - **please make sure to initial Money Sweep Program if that your choice, please initial where indicated.**
 - Page 5. Step 5 and Step 6 account investment profile – and TRUSTED contact info - complete entire page.
 - Page 6. Step 8 – signature page – **please sign and date.**
- 3. Please fill and sign the form W9, please provide a postal code in line 3.**
- 4. Rule 5130 form, please leave the account number blank.**
- 5. Please provide a scan of your passport.**

Please send executed forms to operations@wpcapital.com, or if you prefer electronic signature, please request it by sending us your email address.

Sincerely,
WestPark Capital Team

PLEASE SCROLL DOWN TO BEGIN



Introduction

WestPark Capital, Inc. (“WPC” or “the Firm”) is registered with the Securities and Exchange Commission (SEC) as both a broker-dealer and an investment advisor and is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ and it is important for you to understand these differences.

Free and simple tools are available to you at <https://www.investor.gov/CRS> which also provides educational materials about broker-dealers, investment advisors, and investing.

What investment services and advice can you provide me?

Brokerage Services

Response: WPC offers a broad spectrum of brokerage-based investment products and services via our comprehensive open architecture product platform, including equities, Initial Public Offerings (IPO’s”), fixed income, mutual funds, Exchange-Traded-Funds (“ETF’s”), variable annuities, Real Estate Investment Trusts (“REIT’s”) and private placements.

All recommendations are based upon a client’s investment profile, risk tolerance, investment time horizon, and other criteria. The Firm does not utilize discretion in brokerage accounts, and while the Firm may make a recommendation to a client, all investment decisions are made by the client.

The Firm does not monitor accounts other than to make recommendations to the client.

The Firm does not impose a minimum account size to open an account. For more information about the Firm’s activities, products, and services, please see www.wpcapital.com.

Advisory Services

Response: WPC offers Financial Planning, Investment Management, Third-Party Investment Management Services (TPMs), and other customized advisory services. Financial Planning services are available to individuals, trusts, families, and retirement accounts; Investment Management services are available to sole proprietorships, corporations, business trusts, etc.

Third Party Investment Management services are available through various third-party money managers (TPM).

WPC may use discretion over your account, depending on the advisory agreement you sign.

A TPM will have discretionary authority over your account and selects investments based on your investment profile, which takes into consideration such factors as what is in your best interest, your investment objectives, risk tolerance, time horizon, strategy and any restrictions you may indicate.

WPC monitors advisor accounts on an on-going basis.

For additional information regarding WestPark Capital, Inc., please refer to the Firm’s ADV Part 2A/Brochure, Items 4, 7 and 8, which can be found at <https://adviserinfo.sec.gov/firm/summary/39914> or from the Firm’s website, www.wpcapital.com or from the Firm.

Conversation Starters. Ask your financial professional: *Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

What fees will I pay?

Brokerage Services

Response: There is no fee for opening or having an active account open. If you open a brokerage account, you will pay us a **transaction-based fee**, generally referred to as a commission, typically when you buy and/or sell a security (other than a private placement).

The Firm earns fees from executing transactions as agent for its clients. The firm also earns a markup/markdown on transactions in which it acts in a principal capacity. The Firm has a minimum commission of \$65 regardless of the size of the transaction.

The Firm earns commissions from the sale of mutual funds in the form of an upfront commission and for certain products, a trailing commission, (commonly known as a 12b-1 fee).

The Company also earns commissions and fees from the sale of private placements, IPO's and secondary offerings. These fees and commissions are outlined in the respective prospectus or private placement memorandum specific to the offering.

Please refer to the [WestPark Capital Fee Schedule](#), which is included in the new account paperwork, for additional fees. A client may be entitled to a lower sales charge based upon the amount of assets they purchase or maintain at each respective mutual fund, variable annuity or alternative investment sponsor.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce the amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Advisory Services

Response: Financial Planning and Management Fees are determined on a case-by-case basis. WPC charges an asset management fee, which is based upon a client's assets under management and can range from .25% to 2.75% of assets. Financial Plans can range from \$150.00 to \$7,500 per plan depending upon the complexity of your plan.

Consulting Fees are determined on a case-by-case basis, dependent on the nature of the consulting and can be either one-time, ongoing hourly or a flat fee.

If a TPM manages a clients' assets, they will also charge fees, which are in addition to the Firm's fee. All fees are negotiable, and are exclusive of transaction fees, a portion of which may be shared with the Firm and should be considered additional compensation to the Firm. You may incur certain charges imposed by others, such as commissions, TPM fees, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes. These charges, fees and commissions are exclusive of and in addition to the TPM's fee.

WPC does not receive any portion of these commissions, fees, and costs. WPC does not charge performance-based fees.

You will pay fees and costs whether you make money or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you will be paying.

For additional information regarding WestPark Capital, Inc, please refer to the Firm's ADV Part 2A/Brochure, Item 5, which can be found at <https://adviserinfo.sec.gov/firm/summary/39914> or from the Firm's website, www.wpcapital.com.

Conversation Starter. Ask your financial professional: *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment advisor? How else does your firm make money and what conflicts of interest do you have?

Brokerage Services	Advisory Services
<p>Response: When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you.</p> <p>Here are some examples to help you understand what this means:</p> <p>A conflict may exist when we recommend a brokerage account versus an advisory account, in that you may pay more in commissions than you may pay in advisory fees.</p> <p>Another example of a potential conflict of interest is that we may recommend the purchase of a mutual fund that not only pays us an up-front commission, but may also pay us an on-going commission (commonly referred to as a 12b-1 fee.)</p> <p>A conflict also exists when we recommend a private placement in which we act as the managing broker-dealer, as the more sales that are made, the greater the commissions and other compensation that is paid to us.</p> <p>These and other conflicts are mitigated through the enforcement of our written supervisory procedures, which require that we act in the best interest of all clients, regardless of the size of their assets with us.</p>	<p>Response: When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you.</p> <p>Here are some examples to help you understand what this means:</p> <p>The Firm’s investment advisors may also be registered to act in a brokerage capacity, in which case they may recommend brokerage accounts or transactions which may result in you paying higher fees and commissions than if you used advisory services.</p> <p>Certain of the Firm’s advisors are also licensed to sell insurance products in their capacity as licensed agents. You are not required to purchase any recommended products through the Firm.</p> <p>WPC does not allow its advisers to be dually affiliated with another RIA. In establishing this requirement, WPC believes it has mitigated an additional conflict of interest which we believe is in the best interests of our clients.</p>

For additional information regarding WestPark Capital, Inc., concerning additional conflicts of interest and the manner in which WPC addresses or mitigates such conflicts, please see the Firm’s ADV Part 2A/Brochure, Items 10, 11, 12 and 14, which can be found at: adviserinfo.sec.gov/firm/summary/39914 or from the Firm’s website, www.wpcapital.com

Conversation Starter. Ask your financial professional: *How might your conflicts of interest affect me, and how will you address them?*

How do your financial professionals make money?

Brokerage Services	Advisory Services
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Response: Compensation paid to the Firm's registered representatives is based upon the total commissions generated by the representative. This creates a conflict in that they may recommend products that, if purchased/sold, may result in them receiving higher compensation. This also creates a conflict because this creates an incentive to recommend transactions in your account in excess of those that may be suitable based upon your investment objectives, risk tolerance and other factors.

The majority of the Firm's supervisors are paid a salary and bonus which is based upon overall Firm profitability, including business lines for which they do not have any day-to-day responsibilities.

The Firm manages these conflicts through its written supervisory procedures, Code of Ethics and the enforcement of regulatory rules and regulations.

Response: The Firm's investment advisers can be paid a percentage of the assets under management, a flat-fee for a financial plan, or fees for providing consulting services and other fees generated from your account(s) that will be disclosed to you prior to completing account documents. This compensation structure may create conflicts of interest in that the adviser may recommend that you place more assets in an advisory account, rather than a brokerage account with us.

The majority of the Firm's supervisors are paid a salary and bonus which is based upon overall Firm profitability, including business lines for which they do not have any day-to-day responsibilities.

The Firm manages these conflicts through its written supervisory procedures, Code of Ethics and the enforcement of regulatory rules and regulations.

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

Response:

Yes, for more information, visit <https://www.investor.gov/CRS> for a free and simple search tool to research us and our financial professionals.

Conversation Starter. Ask your financial professional: *As a financial professional, do you have any disciplinary history? For what type of conduct?*

Additional Information

For additional information about our services, or if you would like up-to-date information or a copy of this disclosure, please contact WestPark Capital's Compliance Department at (310) 843-9300 or via e-mail at compliance@wpcapital.com

Conversation Starter. Ask your financial professional: *Who is my primary contact person? Is he or she a representative of an investment-advisor or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*

Account Application And Agreement

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.

CLIENT RELATIONSHIP SUMMARY (FORM CRS) – This form provided by your adviser or broker contains important information about its services, fees, and conflicts of interest. Initial to acknowledge receipt of the CRS:

CLIENT (INITIAL HERE) _____ DATE: _____ BROKER (INITIAL HERE) _____ DATE: _____

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
<input type="radio"/> Individual	
<input type="radio"/> Joint Tenant Are the account holders married to each other? <input type="radio"/> Yes <input type="radio"/> No Number of Tenants _____ Tenancy Clause <input type="radio"/> Community Property <input type="radio"/> Community Property with Rights of Survivorship <input type="radio"/> Tenants in Common <input type="radio"/> Tenants by Entirety <input type="radio"/> Joint Tenants with Rights of Survivorship P % _____ J% _____	
<input type="radio"/> Custodial: <input type="radio"/> UGMA <input type="radio"/> UTMA State Code: _____	
<input type="radio"/> Trust: <input type="radio"/> Revocable <input type="radio"/> Irrevocable Additional Distinction: <input type="radio"/> Testamentary <input type="radio"/> Family <input type="radio"/> Charitable <input type="radio"/> Living	Copy of the Trust, Certificate of Trust
<input type="radio"/> Sole Proprietor	Declaration of Sole Propriety
<input type="radio"/> Corporation: <input type="radio"/> C Corp <input type="radio"/> S Corp	Corporate Certification, Articles of Incorporation
<input type="radio"/> LLC	LLC Resolution
<input type="radio"/> Non-Profit Organization	Formation documents/charter, Corporate Resolution, proof of 501(c)(3) status, and other entity document that may be required
<input type="radio"/> Partnership	Certificate of Partnership
<input type="radio"/> Estate – Person or Entity appointed to act on behalf of the account: <input type="radio"/> Administrator <input type="radio"/> Personal Representative <input type="radio"/> Executor/Executrix Number appointed to act on account _____	Copy of Death Certificate, Affidavit of Domicile, Letter of Testamentary or Court Appointment, other documents may be required.
<input type="radio"/> Axos Clearing LLC IRA <input type="radio"/> Traditional <input type="radio"/> Inherited IRA <input type="radio"/> Rollover <input type="radio"/> Roth <input type="radio"/> Inherited Roth <input type="radio"/> SEP <input type="radio"/> SIMPLE <input type="radio"/> Coverdell	Adoption Agreement and Plan Documents, Additional items may be needed depending on type of IRA
<input type="radio"/> Axos Clearing LLC Retirement Account <input type="radio"/> Profit Sharing Plan <input type="radio"/> Money Purchase Plan <input type="radio"/> 403(b) <input type="radio"/> 401(k) <input type="radio"/> Individual (K)	QRP Disclosure Document, additional paperwork may be required.
<input type="radio"/> Non-Axos Clearing LLC Retirement Account	Certificate of Trust
<input type="radio"/> 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 <input type="radio"/> M <input type="radio"/> F <input type="radio"/> No Answer	Marital Status <input type="radio"/> Married <input type="radio"/> Single <input type="radio"/> Divorced <input type="radio"/> Widowed	Dependents	Home <input type="radio"/> Own <input type="radio"/> Rent

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

Entity Name (if applicable)	Formation Date	Tax Identification Number
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Complete for all Account Types

Contact Information

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
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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)
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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
 IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

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 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 <input type="radio"/> M <input type="radio"/> F <input type="radio"/> No Answer	Marital Status <input type="radio"/> Married <input type="radio"/> Single <input type="radio"/> Divorced <input type="radio"/> Widowed	Dependents Home <input type="radio"/> Own <input type="radio"/> Rent

Complete for all Account Types

Contact Information

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
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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)
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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
 IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

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 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.

<input type="checkbox"/> Investments	<input type="checkbox"/> Compensation	<input type="checkbox"/> Retirement Assets	<input type="checkbox"/> Gift	<input type="checkbox"/> Donations
<input type="checkbox"/> Insurance Payout	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Social Security Benefits	<input type="checkbox"/> Legal Settlement	<input type="checkbox"/> Spouse/Parent
<input type="checkbox"/> Lottery/Gaming	<input type="checkbox"/> Business Revenue	<input type="checkbox"/> Sale of Business or Property	<input type="checkbox"/> Other (Specify) _____	

Money Fund Instructions

Axos Clearing Insured Deposit (DLD)
 Do Not Sweep to Axos Clearing Insured Deposit (DLD) PRIMARY

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. **(INITIALS REQUIRED)**

Dividend Standing Instructions

Cash Options (select one)	Dividend Reinvestment (select one)
<input type="checkbox"/> Deposit into free credit balance	<input type="checkbox"/> Cash dividends – Opt-in for Reinvestment
<input type="checkbox"/> Dividends mailed weekly to client	<input type="checkbox"/> No Reinvestment
<input type="checkbox"/> Dividends mailed semi-monthly to client	<input type="checkbox"/> Reinvestment all – Opt-out for Cash dividends
<input type="checkbox"/> Dividends mailed monthly to client	

Trading Privileges

<input type="checkbox"/> Cash	
<input type="checkbox"/> 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.
<input type="checkbox"/> 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
<input type="radio"/> Under \$25,000 <input type="radio"/> \$25,001 - \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$200,000 <input type="radio"/> \$200,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> Over \$1 million	(excluding residence) <input type="radio"/> Under \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> \$1,000,001 - \$3 million <input type="radio"/> Over \$3 million	<input type="radio"/> Under \$25,000 <input type="radio"/> \$25,001 - \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$200,000 <input type="radio"/> \$200,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> \$1,000,001 - \$3 million <input type="radio"/> Over \$3 million	<input type="radio"/> Low <input type="radio"/> Moderate <input type="radio"/> Aggressive <input type="radio"/> Speculative	<input type="radio"/> 0% <input type="radio"/> 10% <input type="radio"/> 12% <input type="radio"/> 22% <input type="radio"/> 24% <input type="radio"/> 32% <input type="radio"/> 35% <input type="radio"/> 37%
Estimated Value of Investments	Liquidity Needs	Time Horizon	Annual Expenses	Special Expenses
<input type="radio"/> under \$10,000 <input type="radio"/> up to \$24,000 <input type="radio"/> up to \$50,000 <input type="radio"/> up to \$200,000 <input type="radio"/> under \$500,000 <input type="radio"/> over \$500,000	<input type="radio"/> less than 1 year <input type="radio"/> 1 – 5 years <input type="radio"/> 5 – 10 years <input type="radio"/> 10 – 15 years <input type="radio"/> Over 15 years <input type="radio"/> Not applicable	<input type="radio"/> Undefined <input type="radio"/> less than 1 year <input type="radio"/> 1 – 5 years <input type="radio"/> 5 – 10 years <input type="radio"/> 10 – 15 years <input type="radio"/> Over 15 years	<input type="radio"/> \$50,000 and under <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$250,000 <input type="radio"/> \$250,001 - \$500,000 <input type="radio"/> Over \$500,000 Investment Knowledge <input type="radio"/> Limited <input type="radio"/> Good <input type="radio"/> Excellent	<input type="radio"/> \$50,000 and under <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$250,000 <input type="radio"/> \$250,001 - \$500,000 <input type="radio"/> Over \$500,000 Timeframe <input type="radio"/> Within 2 years <input type="radio"/> 3 – 5 years <input type="radio"/> 6 – 10 years
Investment Objective				
<input type="radio"/> Current Income (A) - Preservation of capital with a primary consideration on current income <input type="radio"/> Balanced (F) - A balance between capital appreciation and current income with the primary consideration being current income <input type="radio"/> Growth & Income (G) - A balance between capital appreciation and current income with the primary consideration being capital appreciation		<input type="radio"/> Growth (H) - Capital appreciation through quality equity investment and little or no income <input type="radio"/> Maximum Growth (I) - Maximum capital appreciation with higher risk and little to no income. <input type="radio"/> 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	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Individual Stocks	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Bonds	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Options	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Securities Futures	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Annuities	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Alternative (structured products, hedge funds, etc.)	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> Over 15
Margin	<input type="radio"/> 0	<input type="radio"/> 1 - 5	<input type="radio"/> Over 5	<input type="radio"/> 0 - 5	<input type="radio"/> 6 - 15	<input type="radio"/> 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 real estate transactions, item 2 does not apply. 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, please consult your tax professional), enter your exempt payee code (if any) here: _____

If you are exempt from FATCA reporting (if you are unsure, please consult your tax professional), 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 Clearing 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 ✕	Print Name	Date
Account Co-Owner Signature ✕	Print Name	Date

APPROVALS

Broker Signature ✕	Print Name	Date
General Principal Signature ✕	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 Clearing”) 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 Clearing: 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:

- 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 Clearing, 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 Clearing, 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 Clearing receives written objection from Me, under SEC Rule 14B-1(c), Axos Clearing may provide My name, address, and security positions to requesting companies in which I hold securities.
- 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.
- Role and Responsibility of Clearing Broker.** I understand that Axos Clearing 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 Clearing, and that Axos Clearing will clear all transactions under this Agreement pursuant to that carrying or clearing agreement. If My account has been introduced to Axos Clearing and is carried by Axos Clearing acting solely as a “clearing broker,” I agree that Axos Clearing 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 Clearing provides no investment advice in connection with this account nor does Axos Clearing 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 Clearing 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 Clearing 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 Clearing 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 Clearing will look directly to Me or My Introducing Broker Dealer for delivery of margin, payment, or securities. I agree to hold Axos Clearing harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Axos Clearing 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 Clearing 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 Clearing will be responsible for (i) promptly notifying My Introducing Broker Dealer about the complaint; (ii) providing Me with an acknowledgement that Axos Clearing has done this; and (iii) providing a copy of My complaint to My Introducing Broker Dealer’s designated examining authority.
- 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.
- 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 Clearing, 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.
- SIPC and Other Insurance Coverage.** I understand that Axos Clearing 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 Clearing 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.
- 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.
- 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.
- 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 Clearing a security interest in all property held by Axos Clearing in any account maintained by Axos Clearing for Me individually, jointly or in the name of another person or entity. Axos Clearing 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 Clearing 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.
- 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.
- 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.
- 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 Clearing 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 Clearing 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 Clearing may charge Me borrow rates that it determines in its sole discretion and which Axos Clearing 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 Clearing, Axos Clearing 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 Clearing 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 Clearing and I agree that nothing stated in this section constitutes a modification of any laws or regulations to which Axos Clearing 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 Clearing.
 - 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 CLEARING AND/OR HAVE MY ACCOUNT CARRIED BY AXOS CLEARING, 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 Clearing Insured Deposit Program — Summary of Terms and Conditions

Program Summary

The Axos Clearing Insured Deposit Program (“The Program”) provides a cash sweep capability for customers. Under The Program provided by Axos Clearing LLC (“Axos Clearing”, “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.axosclearing.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 Clearing 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 Clearing 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.axosclearing.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 Clearing”) DO WITH YOUR PERSONAL INFORMATION?

Who?

As a clearing firm, Axos Clearing 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 Clearing 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 Clearing 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:

- Personal information, such as Social Security number and date of birth
- Financial information, such as account balances, positions and transactions, income, and net worth
- Contact information, such as phone numbers and email addresses
- 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 Clearing can share customers’ personal information, whether Axos Clearing 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 Clearing share?	Can you limit this sharing?
For our everyday business purposes 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 Axos Clearing may enter into contracts with certain non-affiliated third parties to assist in servicing your account	Yes	No
For our marketing purposes 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 Information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes 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.

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 Clearing protect my personal information?

To protect your personal information from unauthorized access and use, Axos Clearing maintains physical, electronic, and procedural safeguards in accordance with industry and legal standards.

How does Axos Clearing collect my personal information?

Axos Clearing may collect information:

- Directly from you or your introducing broker dealer on applications or other forms;
- About your account transactions with your introducing broker dealer, such as account balances, positions, and activity;
- From consumer and credit reporting agencies;
- 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:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Dear Client,

WestPark Capital, Inc. ("WPC") has received your indication of interest in purchasing shares of an initial public offering. Pursuant to FINRA Rule 5130, Broker Dealers may not sell or cause to be sold an equity new issue public offering to any account in which a **Restricted Person/Entity** holds a beneficial interest. Regulations require that you sign and return this Certification Letter, which certifies specifically that this account is eligible to purchase equity new issue shares in accordance with the Rule. In addition, the undersigned understands that this certification must be renewed annually and hereby confirms their authority to provide this certification and agrees to notify WPC immediately in the event that such representation ceases to be true and correct.

The undersigned hereby certifies that the beneficial owner(s) of the account listed below are not Restricted Persons/Entities as defined by FINRA Rule 5130 as follows (see definitions below where applicable):

1. A FINRA member firm or other Broker/Dealer.
2. An officer, director, general partner, associated person or employee of a FINRA member firm or any other Broker/Dealer (other than a limited business Broker/Dealer).
3. An agent of a FINRA member firm or any other Broker/Dealer (other than a limited business Broker/Dealer) that is engaged in the investment banking or securities business.
4. A person who has authority to buy or sell securities for a bank, savings and loan association, insurance company, investment company, investment adviser (whether or not registered as an investment adviser) or collective investment account.
5. A person listed, or required to be listed, on one of the following schedules to Form BD as filed, or required to be filed, with the Securities & Exchange Commission ("SEC") by a Broker/Dealer (other than with respect to a limited Broker/Dealer): (i) Schedule A, unless the person is identified by an ownership code of less than 10%; (ii) Schedule B, unless the person's listing on Schedule B relates to ownership interest in a person that is listed on Schedule A and identified by an ownership code of less than 10%; or (iii) Schedule C, unless the person would be excluded under the percentage ownership criteria for Schedule A or Schedule B above.
6. A person that directly or indirectly owns an interest, in the amounts specified below, of a public reporting company listed, or required to be listed, on Schedule A or Schedule B of Form BD relating to a Broker/Dealer (other than a limited business Broker/Dealer), unless the public reporting company is listed on a national securities exchange or is traded on the NASDAQ National Market: (i) 10% or more of a public reporting company listed, or required to be listed, on Schedule A; or (ii) 25% or more of a public reporting company listed, or required to be listed, on Schedule B.
7. A person acting: (i) as a finder in connection with any new issue in which the person is participating or (ii) in a fiduciary capacity to the managing underwriter(s) in connection with any new issue in which the person is participating.
8. An immediate family member of: (i) a person specified in items 2-7 that materially supports, or receives support from, that person; (ii) a person specified in items 2-3 that is employed by or associated with the FINRA member or its affiliate selling the new issue to the immediate family member, or that has an ability to control the allocation of the new issue; or (iii) a person specified in items 5 – 6 that is an owner of the FINRA member or its affiliate selling the new issue to the immediate family member, or that has an ability to control the allocation of the new issue.

Associated person or employee of a FINRA member firm: (1) Any natural person registered with FINRA and (2) any natural person, whether or not registered or exempt from registration with FINRA, who is a sole proprietor, partner, officer, director, or branch manager of a FINRA member firm, or any natural person occupying a similar status or performing similar functions, or any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member firm (example: any employee).

Beneficial interest: Any economic interest, including the right to share in gains or losses, other than management or performance based fees for operating a collective investment account, or other fees for acting in a fiduciary capacity.

Collective investment account: Any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged in primarily in the purchase and sale of securities, but not (1) a legal entity that is beneficially owned solely by immediate family members or (2) an investment club comprising a group of friends, neighbors, business associates or others who pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

Immediate family member: A person's parents, mother/father-in-law, spouse, brother or sister, brother/sister-in-law, son/daughter-in-law and children, and any other individual to whom the person provides material support.

Limited business Broker/Dealer: Any Broker/Dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

Material support: Directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

We thank you for your business and your cooperation regarding this matter. Should you have any questions, please contact your Registered Representative.

Sincerely,

WestPark Capital, Inc.

Account Number: _____ Account Title: _____

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____