

Third Party Trade LLC

Member FINRA | SIPC

CUSTOMER ACCOUNT AGREEMENT

1. Introduction

This Agreement controls all Accounts that Third Party Trade LLC opens with me, as well as all brokerage or other activity in my Accounts, my use of TPT's API, TPT Content, Third-Party Content, and my relationship and interaction with TPT; is binding upon my assigns, successors, heirs, executors, and any beneficiaries.

The words "me", "my", "mine", "myself", "we", "account holder", "Customer", "I" mean any person or legal entity that has submitted an Account Application to, or opened an Account with, TPT.

The words "TPT", "You", "Your", "Third Party Trade LLC", mean Third Party Trade LLC, a wholly owned subsidiary of Third Party Technologies Inc.

2. Definitions

"Agreement" means the terms and conditions contained herein as well as any additional disclosures, agreements, amendments, modifications, terms, conditions, or restrictions that TPT may apply to my Account.

"Account Application" means the information, activity and processes TPT requires to be completed by me prior to the opening of my Account.

"Account" means each brokerage account or other account I opened with TPT, and each brokerage or other account opened with TPT that I otherwise possess, control, or hold an interest in.

"Account Documentation" means all notices, disclosures, current and future account statements, trade or funding confirmations, and any other information, documents, data, agreements, amendments or modifications of this Agreement, or any other records regarding my Account and the Services produced by TPT and any third parties related to the provision of the Services.

"API" means the TPT software that I interact with through a third party software interface or directly, in order to place trades in or otherwise utilize my Account.

"Relevant Law" means all applicable federal and state law, the rules and regulations, regulatory interpretation established thereunder, as well as the rules and practices of any Self Regulatory Organization, exchange, market and the clearinghouse related thereto.

"Clearing Firm" means a registered broker-dealer utilized by TPT to either maintain custody of my securities and other assets (like any cash in my account) or perform any activity necessary to complete the execution and clearance of trades in my Account, or both.

"Fees" means any commissions, taxes, and charges, as well as any interest applicable to my Account.

"Registered Investment Advisor" or "RIA" means an Investment Advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940.

“**Services**” means the use of the TPT API, my Account under Relevant Law and any Third Party Content, but expressly excluding all Third Party Interfaces or other interfaces, content, or functionality not provided by TPT.

“**SIPC**” means the Security Investors Protection Corporation.

“**Third Party Content**” means all data, information, applications, tools, or other services made available to me by TPT that were provided to TPT by a third party.

“**Third Party Interface**” means the third party software interface through which I access the Services, including any mobile or desktop application not created, maintained, or otherwise provided by TPT.

3. My Account and Relationship with TPT

- a. **Self-Directed Account.** I acknowledge and agree that my Account is a self-directed Account made available under the Services and that I, or my agent, is solely responsible for all orders to buy or sell securities in my Account, as well as solely responsible for any investment, investment practice, strategy, decision to possess or hold any security, option, or security-derivative product, and any Account instructions pertaining to the disposition of my securities and funds, even where such instructions may be subject to default Account instructions applied by TPT. I likewise acknowledge and agree that only myself, or my agent, will determine and will have the sole and exclusive responsibility to determine the suitability of any investment, strategy, and evaluate the risks associated with my investments. I acknowledge that investing in the market could give rise to the total loss of principal invested and accept that risk without qualification prior to investing. I further acknowledge and agree that all Third Party Content provided through the Services is solely provided and intended for non-personalized informational and educational purposes, and that I will not rely upon any Third Party Content when making any investment decisions. In the event that my Account is opened through a Registered Investment Advisor, the provisions of this paragraph shall apply to me and my Account to the broadest extent possible consistent with Relevant Law and the services rendered by the RIA.
- b. **Fees and Commissions.** I agree to pay the Fees applicable to my Account. Current pricing information, as well as all other fees, commissions, and costs are available to me through the Third Party Interface relevant to my Account and online at www.thirdparty.com. TPT reserves the right to change the Fees applicable to my Account upon TPT’s sole discretion without prior notice to me by posting, or requiring the Third Party interface to post on TPT’s behalf, to post such changes. I agree to be solely responsible for the payment of any Fees charged to me by TPT or by any bank or intermediary involved in the effectuation of the Services under this Agreement.

TPT reserves the right to apply different Fees to different Accounts, depending on the circumstances and TPT’s interest in setting its own Fee structure. Depending on the circumstances, TPT may elect to pay a portion or all of the Fees or revenue derived from the Services to third parties that provide services to TPT.

In the case of an IRA or retirement plan account, I agree that the Account may be charged fees authorized to the provider of any IRA or other retirement plan apart from Fees paid to TPT.

- c. **Account Documentation and Information**

- i. **Electronic Delivery of Account Documentation.** I hereby agree and consent to receiving all Account Documentation electronically through TPT, or one or more Third Party Interfaces and software applications not affiliated with TPT, and that I have, and will

continue to ensure that I have, the ability to download, print, save, or otherwise permanently retain the Account Documentation I receive, or have access to, via the internet.

I agree that all Account Documentation provided to me electronically under this Section 3 shall be deemed delivered to me personally when communicated directly by TPT, or indirectly by TPT to the Third Party Interface through which I access the Services, whether I receive it or not. I agree to immediately notify TPT by email at support@thirdpartytrade.com if I am at any point unable to access the Account Documentation. Communication of Account Documentation, or any other information relating to my Account, may be made by e-mail, posted or provided via the TPT website, or relevant Third Party Interface website, or any other interface reasonably designed to provide me with access to the Account Documentation.

I agree that I may request Account Documentation be provided to me in paper form to the extent required by Relevant Law, and hereby consent to the delivery of such paper documentation as having the same legal effect as the provision of electronic documentation, to TPT charging me an additional fee in connection with the provision of Account Documentation in paper format should I request it, and to the continued receipt of electronic Account Documentation until my request for paper documentation is processed by TPT.

- ii. **Review of Account Documentation.** I agree that any e-mail notifications regarding the Account Documentation shall be sent to the e-mail address of record for my account. I agree that it is my obligation and responsibility to diligently check any sources of Account Documentation, including all trade confirmations and Account statements, on a regular basis to ensure that I am promptly aware of any important information regarding my Account.

I agree to promptly and thoroughly review all Account Documentation provided to me under this Section 3(c)(ii) at the time that they become available to me, and to notify TPT in writing within five calendar days of availability of the Account Documentation with any basis for disagreement with the information provided in the Account Documentation. I agree that TPT shall have the right to treat all Account Documentation as accurate, conclusive, and final if no notice of disagreement or objection is made within the above five day time period. I understand that while the branding of a Third Party Interface may appear in addition to TPT's on any Account Documentation I receive, that my Account Documentation is created and kept on file with the relevant registered Clearing Firm carrying my account who will also be disclosed on all appropriate Account Documentation.

- iii. **Security Freeze.** If I have placed a security freeze on my personal information and credit, by agreeing to these terms and conditions, I consent to the temporary lifting of my security freeze for the purposes of opening this Account with TPT, to the use of any credit reporting facility or agency report in connection with my Account. Credit will not be extended, as in the case of a margin Account, unless TPT or an authorized person contacts the customer, using the contact method provided within the Account application.

- iv. **Conveyance of Confidential Information Online.** I acknowledge that the internet is not a secure network and that I will not send any confidential information including, and of similar sensitivity to, account numbers, passwords, usernames, tax identification, or social security numbers, or dates of birth via email. I further acknowledge that the networks of TPT, Third Party Interfaces, and various information providers TPT utilizes to provide the Services, may be accessed by third parties who are not authorized to access those networks. I agree to hold TPT and any of its affiliates, as well as any third parties in

contract with TPT, harmless for any unauthorized access to the networks supporting the Services, regardless of the circumstances giving rise to the access or the subsequent use or distribution of any information obtained by such access.

- v. **Access to Historical Records.** TPT will provide access to Account Documentation directly, and indirectly through Third Party Interfaces for a period of up to (6) years, and trade confirmations for a period of three (3) years, but in any event only so long as required by Relevant Law.
- vi. **Tax Documentation and Certification of Taxpayer Information.** By accepting this Agreement I acknowledge and agree that TPT will use some or all of the personal information I provide in my application for purposes of determining my tax status and complying with Relevant Law, including United States tax law and determinations of tax withholding and reporting obligations thereunder, and that TPT may provide and certify this information as accurate to third parties who require it to comply with the United States Internal Revenue Code of 1986 (as amended), any rules thereunder, and Relevant Law.
- vii. **Certification of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting for Individuals Under IRS Form W-8BEN.** By accepting this Agreement I agree that this Section 3(c)(vii) is accepted and agreed to by me as a form substantially identical to IRS Form W-8BEN provided online at (<https://www.irs.gov/pub/irs-pdf/fw8ben.pdf>), and that I have read and understand IRS Form W-8BEN as well as the instructions related thereto, provided online at (<https://www.irs.gov/pub/irs-pdf/iw8ben.pdf>). This Section 3(c)(vii) shall only apply to me so long as I am a natural individual person who is not: (1) a U.S. persons, citizens, or resident alien individuals; (2) a beneficial owner claiming income that is effectively connected with the conduct or trade or business within the U.S. (other than personal services); (3) a beneficial owner who is receiving compensation for personal services performed in the United States; (4) acting as an intermediary. I acknowledge that if I am a resident in a FACTA partner jurisdiction (i.e. a Model 1 |GA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence. I understand and acknowledge that I am not claiming any tax treaty benefits under Part II of IRS Form W-8BEN. I hereby represent, declare, and certify that, to the fullest extent of my knowledge, my Account Application information is truthful and sufficient to make the following certification related Chapter 4 of the United States Internal Revenue Code of 1986 (as amended) (“chapter 4”) and under Part III of IRS Form W-8BEN:

Under Penalty of perjury, I declare that I have examined the information in my Account Application, and on this form certification, and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that: (i) I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this Account Application and form certification relates or am using this Account Application and form certification to document myself for chapter 4 purposes; (ii) The person named in my Account Application is not a U.S. person; (iii) The income to which this form certification relates is:

- (a) not effectively connected with the conduct of a trade or business in the United States,
- (b) effectively connected but is not subject to tax under an applicable income tax treaty, or (c) the partner’s share of a partnership’s effectively connected income; (iv) the person named in my Account Application is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and;
- (v) for broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

- d. **Instructions.** TPT may accept and act on any order or instruction from me that reaches the Services. TPT may refuse any order, or delay execution of an order, if TPT determines in its sole discretion that more clarification of the order is required. I agree not to hold TPT responsible for losses arising from that rejection or delay. TPT shall not be deemed to have received any order or instruction sent by my agent or myself unless TPT has actual knowledge of such order or transmission. TPT shall not determine the validity or authority of my agent's status or capacity, the fitness of, or authority or actions by any such person.
- e. **Transfer of Funds.**
- i. **Security Procedures.** By initiating any asset transfer to my Account, I agree that TPT may use any security procedures it deems necessary in connection with accepting or otherwise disposing of funds, whether such assets are carried and custodied at TPT as may be applicable in the future, or by one or more third-party providers TPT utilizes to carry and custody Account assets. The security procedures referenced in this [Section 3\(e\)](#) may include a single, some, or all of the security procedures listed below. The use of these security procedures shall be at TPT's sole discretion and may depend upon the value or amount of assets sent to, received from, or otherwise disposed of within, an Account. The frequency of any such transactions, the type of transaction effected, the jurisdiction from which the transfer is emanating or terminating, my background, my personal information, and my personal or financial history, and any intermediaries involved in the transfer of assets. The above referenced security procedures may include: (i) account owner verification; (ii) verification of any funding intermediary; (iii) digital or physical signature comparison of the account holder or intermediary; (iv) confirmation of receiving bank or account transfer designations; (v) notice provided via email, phone, or digital messaging service to me or my authorized agent; (vi) Account surveillance and analysis, or; (vii) confirmation of bank account information; (viii) restricting the withdrawal of funds in my Account to the source(s) from which they were deposited for a minimum of 60 days from the deposit of those funds, or such longer period as TPT may determine in its sole discretion. I hereby agree that TPT may limit the movement, or portability of the assets in my Account and that the Account restrictions and security procedures described in this [Section 3\(e\)\(i\)](#) are commercially reasonable. Furthermore, I agree to provide additional information upon request that TPT, in its sole discretion, deems necessary to conclude any security inquiry in my Account. I agree to be bound by any instructions that TPT or any third-party money transfer service in contract with TPT may request, in order for TPT to effect compliance with these procedures and Relevant Law.
- ii. **Asset Transfer Instructions.** I acknowledge and agree that the accuracy of any asset transfer instructions I provide, or cause to be provided to, TPT is my sole responsibility and that the provision of inaccurate instructions by me may result in the loss of the amount of the fund transfer. I agree to indemnify and hold TPT and any of its affiliates harmless from any losses arising from, or relating to, erroneous or incomplete asset transfer instructions, or in the event that any asset transfer intermediary or bank elects not to process an instruction to transfer assets. I agree that my asset transfers are subject to certain Fees that may be charged by TPT or passed on from the registered custodian of my Account. All

applicable Fees are provided in TPT's Fee schedule, and may be found at www.thirdparty.com.

- f. **Notice of Caution and Disapproval of Certain Trading and Investment Strategies.** TPT expressly cautions me against the use of "day trading strategy" in my account. TPT also cautions me against effecting transactions in low priced or "penny stocks" as these securities are subject to substantial risks and may not be readily available for purchase or sale during substantial fluctuations in their market price. Because of their low price these stocks are also subject to very high volatility and may lose substantial value before I am able to sell my position. Low priced or "penny stocks" may also be subject to greater risk of trading limitations, restriction or termination, by TPT.
- g. **Agreements with Providers other than TPT.** By virtue of opening my Account, I also agree to review, accept, and agree to, the individual terms of service and customer account agreement for the Clearing Firm TPT relies upon in providing the Services under this Agreement. I understand that by agreeing to the terms of this Agreement I am agreeing to accept all Clearing Firm agreements and terms, regardless of whether I have reviewed or been provided with those agreements or terms. The Relevant Clearing Firm agreement is made available by TPT on its website. TPT will transmit my Account instructions to the Clearing Firm, whether by default or upon my written request, which causes the execution of my instructions. The Clearing Firm carries my Account on a fully disclosed basis, and all assets in my Account, including all securities, cash, or other assets will be held with the Clearing Firm of TPT's choice unless I direct TPT otherwise in writing at support@thirdpartytrade.com. The Clearing Firm agreement located below the end of this Agreement is expressly excluded and not integrated with this Agreement, except to the extent that by entering this Agreement, I am agreeing to be bound by any Clearing Firm agreement, policies, or terms that are necessary for me to open or maintain my Account with TPT.
- h. **Coverage by SIPC.** TPT is a member of SIPC that provides protection for the securities of customers of its members for a maximum value of \$500,000 (this includes \$250,000 of coverage for claims relating to loss of cash). Further information is available at www.sipc.com. SIPC may also be contacted at the following address: Securities Investor Protection Corporation, 805 15th St. N.W., Ste. 800, Washington, D.C. 20005-2215; Tel: 202.371.8300, Fax: 202.371.6728; E-mail: asksipc@sipc.org.
- i. **Beneficiary Designation and Persistence of Instructions.** I understand that once I designate a beneficiary to my Account, the beneficiary will remain constant until I change the beneficiary.
- j. **Compliance with Relevant Law.** I agree to comply with all Relevant Law that apply to my ownership and use of my Account.

4. **Personal Information.**

- a. **Legal Age and Capacity.** I hereby represent that I am of legal age to enter into this Agreement in the jurisdiction in which I reside.
- b. **Honest and Accurate Information.** All of the information that I provide under this Agreement and in connection with the Services will be true and accurate, and will promptly update my information with TPT no later than ten (10) business days after a given change. TPT may fully rely on the information I provide to TPT.
- c. **Information Requested by TPT Pursuant to U.S. Patriot Act Requirements.** I understand that to help the government fight the funding of terrorism and money laundering, that federal law requires financial institutions and brokerage firms such as TPT to request certain personal identifying information in connection with the opening of accounts pursuant to Section 326 of the USA PATRIOT

Act (PATRIOT Act) ("Section 326"). When I open an Account, I understand that TPT will ask for my name, address and date of birth, and that TPT may request other personally identifying documentation or information in order to help it verify my identity pursuant to its obligations under Section 326 and Relevant Law.

- d. **Multiple Account Owners.** In the event that there is more than one owner of an Account, then the terms, rights, and obligations of this Agreement shall apply jointly and severally to the owner(s), as applicable. Accounts that are held by husband and wife in states that apply the community property rule, shall be held as community property in the name of the husband and wife, unless and until the Account information is updated to reflect otherwise. All other Accounts that are owned by more than one person shall be held in joint tenancy with rights of survivorship, unless TPT is otherwise notified by an Account holder and provided with any documentation requested by TPT. I agree to hold TPT harmless and free of liability for any loss accruing as the result of TPT taking instructions from one owner of an Account or requiring instructions from each owner on an Account. An Account may be established as tenants by the entirety if I am married. I will notify TPT immediately if I become legally divorced, or upon any other legal determination that would affect my Account.
- e. **Terms and Responsibilities of a Self-Directed Account.** Except where it is required by Relevant Law, I agree that TPT has no obligation to and will not provide me notice of any activity or events relating to my Account involving any securities or cash in my Account. I further agree that I alone am responsible for knowing the rights, terms, obligations, and function of the securities in my Account, as well as for monitoring all activity in my Account relating to the securities or cash held in my Account, including any securities whether or not held in my Account, that I plan to place an order in or otherwise utilize.

5. **Privacy and Security of My Account Information.**

- a. **Confidentiality and Privacy.** TPT shall take commercially reasonable steps to ensure the confidentiality and privacy of my information sent to TPT under the Services. I understand and agree that TPT has no control over the confidentiality or privacy of any information provided to a Third Party Interface.
- b. **Storage and Review of Communications.** I grant TPT the right to record, store, and review any telephonic or electronic communications between myself and TPT.
- c. **Credit Reporting, Requests, and Determination of Creditworthiness.** As it may become necessary in the future for TPT to determine my creditworthiness in connection with an Account, I authorize TPT to request credit reports pertaining to me in order to validate or assess my creditworthiness, and to provide my information to credit agencies. I may make a written request to TPT asking whether any credit report was requested pertaining to me and for the name and contact information (including any address) of the credit-reporting agency that provided a report pertaining to me. In the event that I agree to accept credit from TPT in the future, I agree that TPT may provide to a credit reporting agency any information that reasonably reflects my creditworthiness, even where such information may be negative or adverse to the status of my prior credit history.
- d. **Account Information Disclosure and Provision to Third Parties.** As applicable and consistent under the Privacy Policy, TPT and its agents are specifically and expressly authorized to provide or disclose information about my Accounts to me and third parties, and I understand and agree that my confidential information may be provided to TPT via a Third Party Interface. I agree that TPT shall not be liable for any loss or damages resulting from the disclosure of my confidential information by third parties.

6. Communications Between Me and TPT.

- i. **Contact Information and Addresses.** TPT may send written or digital communications to the email, physical mailing address, or telephone number that I use to set up my Account. TPT may also provide information to me verbally or through any other means necessary to comply with Relevant Law. Communications from TPT to me shall be deemed delivered to me regardless of whether I actually receive them or know that a communication has been made.
- j. **Electronic Signatures.** I agree that my use of an electronic signature or electronic evidence of acceptance of any agreement with TPT, including but limited to this Agreement, shall be legally binding and is made with the same force and effect as if I had physically or manually signed my name to a legally binding agreement. I agree that the provision of electronic documentation and the use of electronic agreements between myself and TPT completely satisfy any requirement that they be provided to me in physical format. By accepting or signing this Agreement electronically, I agree that I have the ability, and that it is my obligation, to acquire, retain, and access a copy of this Agreement and any other agreement between myself, TPT, or any third party, presented to me in connection with the Services that I accept or sign electronically.

I understand and am responsible for understanding any documentation provided to me in electronic format, including this Agreement and all other agreements I enter into with TPT.

- k. **Consent to Alternative Information Delivery.** I consent to the electronic delivery of all information and communications relating to my Account, including all Account Documentation, and authorize delivery of such information by: (i) email to me at the email address I provide to TPT whether directly or through any Third Party Interface; (ii) by publishing the information on TPT's website; requiring the publication of information on the site of any Third Party Interface; (iii) by sending me information containing a hyperlink to a website or file where the communication can be read and electronically or physically printed. The delivery methods described in this Agreement shall constitute effective delivery to me for the purposes of any Relevant Law. While I consent to the electronic delivery of communications, TPT may send communications through other means or modes of communication which shall not affect my consent. I may revoke my consent to electronic delivery only if such revocation is made in writing, submitted, and validated by TPT, or as otherwise required by Relevant Law. In the event that I revoke my consent to receive electronic communication, TPT or the relevant Clearing Firm carrying my Account, shall have a reasonable period of time to establish paper communications and may pass on the cost to me for generating and sending paper copies.
- l. **Hardware and Software.** By agreeing to electronic delivery of Account Documentation and all other communications from TPT, I agree to keep a computer or mobile device that has internet access, the ability to access the email I use to create my Account, and the ability to image, save, download, capture, or otherwise retain, save, or print Account Documentation and other communications for my own records and review. I agree that it is my sole obligation and responsibility to obtain and maintain all equipment and services necessary to access my Account. My obligation to maintain the hardware and software necessary to access my Account shall also extend to accessibility of any Third Party Interface I use to interact with my Account.

7. Provision of the Services.

- a. **Accessibility and Availability.** TPT does not make any guarantee or representation that any aspect of the Services or any related data or information pertaining to your Account will be available to me at a given or particular time and that access to the Services and my Account may be limited or unavailable as the result of certain activity in financial markets including market volatility, demand for the Services, maintenance or upgrades of TPT's systems, or for reasons unrelated to the market or the functionality of the Services at TPT. In all cases, TPT has the right to suspend and deny my access to the Services, without my prior consent or notice, and for any reason in the sole discretion of TPT. I acknowledge that I may access my Account and the Services by telephone at 1-855-998-1788. If I am unable to access my Account through any Third Party Interface, I will immediately contact TPT and call the above support number to engage in any Account Activity, or through an alternative electronic system that may be provided by TPT. TPT will not be liable for losses in my Account due to any unavailability, failure, outage, interruption, or delay of the Services or any information related thereto at any particular or given time, or for the quality or accessibility of any electronic system used to provide the Services or communicate with the Services or TPT.
- b. **Use of Services Rules.** I agree to use the Services in accordance with all applicable law and the Relevant Law and exclusively for my own personal and noncommercial use, solely as permitted by this Agreement. I further agree not to use the Services in any way that harms, or violates the rights of others, or that would lead to, or expose, TPT or any third party to civil or criminal liability. I further agree not to in any way copy, send, sell, transfer, or participate or effectuate the sale or transfer of, replicate, reproduce, create a derivative version or work, publish, or otherwise make use of the Services or use the Services in any manner that would use the Services other than to conduct personal brokerage activity for my Account. The API, TPT website, and other TPT material published online are protected under U.S. law and may not be downloaded, copied, or otherwise used by persons prohibited from such use under the Relevant Law. TPT has the right to review my Account and its activity at any time for any reason, including among other reasons, suspicious, fraudulent, and/or illegal activity and to, in its sole discretion, suspend or cancel any of the Services or this Agreement.

TPT, as well as any third party providers of the Services have the right to modify, suspend, restrict, deny access to, remove, or discontinue a portion, or all, of the Services at any time without prior notice to me. Should I breach this Agreement, I consent to any actions commenced against me by third party providers of the Services, who may enforce this Agreement against me.

- c. **Limited Liability.** The Services is provided "as is" and "as available." Neither TPT, its affiliates, any third-party providers of the Services, nor Third Party Interface, make any representations with respect to the Services and expressly disclaim all warranties. Subject to Relevant Law, neither TPT, its affiliates or any third party shall be liable to me for any consequential, special, punitive, indirect, or direct losses or damages of any kind whatsoever with respect to the Services or my Account.

I acknowledge that I am solely responsible for my activity in connection with the Services and my Account, and for my own analysis and investment research, and that neither TPT nor any Third Party interface (whether or not an RIA or broker-dealer) make any representation, warranty, or guarantee with respect to the accuracy or timeliness of any information provided by the Services, including any market data. I also acknowledge and agree that neither TPT, nor any affiliates of TPT, Third Party Interfaces or other third-parties guarantee or, excluding any third party RIA or broker-dealer, make any representation or warranty, as

to the suitability, or present or future value, of any investment, security, purchase, trade, sale, or disposition of any assets under the Services or in my Account.

- d. **Intellectual Property.** Under no circumstances will my use of the Services convey, confer, or otherwise bestow upon me any ownership interest, title, or intellectual property rights to me. The Services are protected under federal and state copyright and trademark law, as well as international treaties, conventions, and will at all times remain the sole and exclusive property of TPT. All designs and marks of any of TPT's affiliates are the sole and exclusive property of each respective affiliate. I am expressly prohibited from using any such name, mark, or relevant advertising of TPT or any TPT affiliate in connection with any advertising, publication, or for any commercial purpose.
- e. **Web-Links, and Third Party Interfaces.** I acknowledge and agree that the websites or Third Party Interfaces that I use to connect to the Services and my Account, including any Third Party Interface, are owned and operated by unaffiliated third parties. Neither TPT, nor any third party provider to TPT, are responsible for the content or availability of Third Party Interfaces, and shall not be liable or at fault for any loss in connection with my reliance on Third Party Interfaces, including any related websites.

8. **Brokerage Services.**

- a. **Order Execution and Order Routing.** I authorize TPT or a third party provider supporting the execution of orders under the Services to choose the method, direction, and location, of the orders I submit for execution on my behalf. TPT or the relevant third party executing the order may make their decision on where to route my order based on a number of factors, including but limited to: execution price, liquidity, order size, speed, accuracy, and cost of executing the order, but in any event in TPT or the relevant third-party's sole discretion to achieve the national best bid and offer.
- b. **Rejection of Orders and Account Restrictions.** TPT reserves the right and I agree that TPT shall have the right to refuse deposits or withdrawals of cash, securities, or any other assets, in my Account for good cause or upon reasonable suspicion that my Account or the Services are being used in a manner inconsistent with Relevant Law, for fraud, money laundering, or in the case of my diminished capacity, or as otherwise necessary to restrict improper activity, or upon notice to TPT that a portion or all of the assets in the Account are subject to a dispute of ownership or control. I hereby agree to hold TPT harmless and release TPT from all liability in connection with its restriction or denial of any order, deposit, withdrawal, transfer, or transaction.
- c. **Execution of Orders and Related Market Data.** TPT promptly forwards all orders for execution subject to prevailing market conditions, and I acknowledge that there may be delays in the processing of orders. I understand and agree with the following market conditions and corresponding effects on my Account: (i) the quoted price may not accurately reflect the trading price in one or more markets; (ii) high demand or supply of shares in the market may cause a delay in TPT's ability to execute my order at or near the quoted market price; (iii) that the actual execution price of my order may be limited or changed by factors beyond TPT's control and could execute at prices significantly different from the price's quoted; (iv) while limit orders will be executed only at the price I specify or better, a market order will be effected at whatever the market price is at the time of the order's execution - additionally, stop-market orders may also execute at a price substantially different than the market price quoted to me for that security; (v) securities not listed on a national securities exchange (e.g. NYSE or NASDAQ) may be traded "over-the-counter" or on "pink-sheets"

through OTC Markets Group Inc. Securities traded over-the-counter or on pink-sheets are likely to be far less liquid (less easily bought or sold) than securities traded on exchanges. I agree that TPT may place trade restrictions on securities in these markets without prior notice to me and irrespective of whether I hold positions in the securities subject to TPT's discretionary restriction; (vi) it is possible that I will suffer losses in my Account during periods of high volatility in and account that make it difficult to execute my order.

- d. **Payment for Order Flow.** TPT or a third party brokerage supporting the Services may receive reimbursement from markets for directing orders to them. The details of these payments will be made available upon request to TPT so long as TPT is able to obtain that information itself. It is important to remember that markets may act in the capacity as principal. As principal a market or market maker may buy, sell, or hold securities in their own accounts, and make money when executing your trade based on the spread between bid and offers for the securities they hold.
- e. **Customer Referral Fees.** I consent to TPT paying Third Party Interfaces certain fees, calculated solely from the number of orders submitted by me or others without respect to whether any order is ever executed, or by other means it deems appropriate as permitted by Relevant Law.
- f. **Sufficient Funds.** I understand and agree that orders submitted to TPT will only be processed and executed if I have sufficient funds in my Account to cover the cost of the trade and any related commission or fees. All orders to sell securities will be made for securities that I fully own and that have been delivered in my account. If for any reason I do not have sufficient funds or securities in my Account, TPT has the right to liquidate, buy, or otherwise dispose of securities or other assets in my Account at my own expense, and I will be responsible for any losses created thereby and hold TPT harmless and free of liability in connection with its rights and activity under this Section 8(f).
- g. **Security and Indebtedness.** I will be liable for any outstanding assets owed to TPT arising from my use of the Services and the Account, including the reasonable cost of any efforts necessary to collect any outstanding amounts due.

As security for any current or future indebtedness, I hereby consent to TPT having a continuing security interest in, right of set-off to and lien upon all securities, cash, or other assets in my Account (the "Collateral"). TPT may sell, transfer, or otherwise dispose of any Collateral in order to satisfy my obligations to TPT, and shall have the right to determine which of the assets will be sold and which contracts to be closed. TPT shall have all the rights of a secured party under the Uniform Commercial Code, regardless of TPT's efforts to perfect its interests in any particular circumstance.

- h. **FDIC or Money-Market Sweep Programs.** My cash funds may be swept into a designated FDIC or money-market sweep account at the Clearing Firm responsible for carrying my Account. Please see the Clearing Firm customer account agreement, for further information regarding any applicable FDIC or money-market cash sweep vehicle. Investment products are not themselves FDIC insured, and are not subject to any bank guarantee. All investment products may lose value and any investment involves risk of loss of principal.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE DIRECTLY BELOW. BY ACCEPTING THIS AGREEMENT, I AM ACCEPTING THE ARBITRATION AGREEMENT AS FOLLOWS:

9. ARBITRATION AGREEMENT.

ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

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

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

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DE-CERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

10. ADVISORY SERVICES

- a. **No Provision of Investment Advice.** TPT shall at all times only act as a broker-dealer and not as an investment advisor as regulated by the Investment Advisers Act of 1940. TPT does not provide financial planning advice.
- b. **No Provision of Legal, Tax, or Estate Planning Advice.** I understand that TPT does not provide legal, tax, or estate planning advice.
- c. **Use of Outside Investment Advisers.** While I may use outside registered investment advisers (“RIAs”) to assist me in making investment decisions, I understand and agree that any advice that I receive with respect to investing is not being made by TPT, and I hereby agree to hold TPT harmless and not liable for any losses incurred by me in relying on the advice or asset management services or activities of any RIA, whether or not that RIA is a Third Party Interface or an affiliate of TPT.
- d. **Record of Customer Grant of Discretionary Authority to Third Party RIAs.** In the event that I utilize a third party RIA with discretionary authority over my Account, I hereby grant discretionary authority to the applicable RIA holding discretion with my Account, and agree to provide any documentation requested by TPT immediately upon request relating to my grant of authorization for discretionary trading in my Account.
- e. **Rejection of Orders and Account Restrictions.** TPT reserves the right and I agree that TPT shall have the right to refuse deposits or withdrawals of cash, securities, or any other assets, in my Account for good cause or upon reasonable suspicion that my Account or the Services are being used in a manner inconsistent with Relevant Law, for fraud, money laundering, or in the case of my diminished capacity, or as otherwise necessary to restrict improper activity, or upon notice to TPT that a portion or all of the assets in the Account are subject to a dispute of ownership or control. I hereby agree to hold TPT harmless and release TPT from all liability in connection with its restriction or denial of any order, deposit, withdrawal, transfer, or transaction.

11. **Options Accounts & Trading:** Should I choose to trade options or hold options in my Account, I agree to be bound by the following representations and terms of this Section 11 under this Agreement:

- a. **Suitability.** Options trading comes with inherent risks and is not suitable for all investors. Options trading may lead to the total loss of my investment, and I represent that I possess the financial capacity to engage in trading options and to withstand the losses that may result from options trading.

I further represent that I have been given access to and received the disclosure documentation entitled Characteristics and Risks of Standardized Options, as published by the Options Clearing Organization (the “OCC”), and provided to me herein via the following link: <https://www.theocc.com/about/publications/character-risks.jsp>.

- b. **Acceptance of Relevant Law.** I understand and agree that I am responsible for knowing and fully understanding the rights, obligations, and terms of any options held or traded in my Account. I further agree to be bound by all Relevant Law, which includes the rules of FINRA, OCC, and any exchange, clearing, or other SRO rules that are applicable to holding and trading options contracts in my Account.

- c. **Options Settlement and Trading Limitations.** Options contracts are settled on the day following the trade. The exercise of an options contract settles three days following the exercise of the option. I agree not to exceed the maximum positions and exercise amounts allowed by the OCC under Relevant Law.
- d. **No Prior Notice of Expiration.** I acknowledge that I am solely and fully responsible for monitoring the options positions and trading activity in my Account, educating myself about the nature, risks, and limitations of holding and trading options, and am solely responsible for instructing TPT of any intention to exercise options contracts held in my Account prior to their expiration.
- e. **Automatic Liquidation of In-The-Money Options Contracts.** I hereby provide written authorization to TPT to, and agree that it may, automatically liquidate any open options position(s) that are in-the-money in my Account on their expiration date by closing those positions. In order to effectuate the auto-liquidation of in-the-money options in my Account, I agree that TPT may cause the Options Clearing Corporation (“OCC”) or any Clearing Firm to refrain from automatically exercising in-the-money options in my Account. I further agree that I shall be solely responsible for any costs, losses, or fees arising from or related to TPT’s auto-liquidation of expiring in-the-money options contracts in my Account. I acknowledge that any action taken by TPT pursuant to this paragraph is made pursuant to the authority and supervision of TPT’s Registered Persons.
- f. **TPT & Clearing Firm Protection:** TPT and any Clearing Firm that directly or indirectly bears any direct or indirect financial exposure to my Account shall have the right to take any action necessary to protect their position(s) or obligations from direct loss or liability they have assumed in connection with the provision of options activity in my Account.
- g. **Reserved Assets:** I understand and agree that TPT will require me to maintain sufficient funds or securities in my Account that are necessary to cover any options contract I enter into that would require my delivery of funds or securities under the option(s) contract until the expiration of the options period, and that I may not be allowed to sell or withdraw, or otherwise utilize the options or related securities in my Account during that time. If I am assigned on options contracts, TPT or the relevant Clearing Firm, may use the funds in my Account to purchase any securities necessary to cover my options contract(s) without prior notice to me.
- h. **Assignment and Allocation of Option Contracts.** I am aware and understand that TPT and any Clearing Firm relevant to my Account may use different methods when allocating option(s) assignments received from the Option Clearing Corporation to customer accounts such as my own Account. I understand that the allocation of option assignment and exercise may be made at random, or in some other manner at the sole discretion of TPT or the Clearing Firm. I understand and agree that all short positions (instances where I owe money or securities if options I have written are exercised upon) may occur at any time.

12. **Miscellaneous**

- a. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- b. **Entire Agreement.** This Agreement, together with Privacy Policy, and Fee Schedule, and all related disclosures and agreements on TPT’s website, constitutes the sole and entire

agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Privacy Policy, the Fee Schedule, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.

- c. **Assignment and Escheatment.** I may not assign any of my rights or delegate any of my obligations under this Agreement without the prior written consent of TPT. Any purported assignment or delegation of this Agreement shall be null and void *ab initio*. No assignment [or delegation shall relieve the assigning [or delegating] party of any of its obligations hereunder. TPT may assign, sell, or otherwise transfer or dispose of my Account and this Agreement, in whole or in part, at any time and upon TPT's sole discretion, without my prior consent. I hereby consent to the transfer of the assets in my Account to the relevant state authority if no activity occurs in my Account during the relevant time period, as specified by state law regarding the escheatment of brokerage accounts.
- d. **Amendment and Modification.** This Agreement may be amended, modified, or supplemented by a different agreement (collectively any "Changed Agreement") without prior notice to me or as required by Relevant Law. All agreements and disclosures, including this Agreement, shall be made available by TPT on its website. The first instance of my continued use of the Services or my Account after any Changed Agreement shall constitute my acceptance to any Changed Agreement and my agreement to be bound by any such agreements whether or not I have actually reviewed them. TPT shall not be bound by any written or verbal statements that may change this, or any other, agreement.
- e. **Termination.** This Agreement may be suspended or terminated at any time by TPT. TPT may also close, restrict access to, liquidate, or otherwise limit the function or existence of my Account at any time in TPT's sole discretion without prior notice to me. If TPT decides to close or suspend my Account, it may liquidate any assets in my Account, pay to itself any outstanding obligations owed to TPT, and remit any remaining funds to me either electronically or at the physical address I provided when I opened my Account. I may terminate this Agreement at any time provided that I liquidate and distribute all assets in my Account, and after paying any obligations owed to me upon written notice by TPT or as should reasonably be known to me as obligations due to TPT. This Agreement, except for the provision of the Services, shall survive the termination of this Agreement.
- f. **Force Majeure.** TPT shall not be liable or responsible to me, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond TPT's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; and (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities; and (j) the failure of any exchange, market center, third party brokerage service or information provider; and (k) the failure of an internet service or web-hosting provider supporting the Services; and (l) the failure of any transmission facilities necessary for the use of the Services or access to my Account.

- g. **Indemnification.** I agree to defend, indemnify, and hold harmless TPT as well as its, partners, licensees, licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of my use and access of the Services, my Account, or breach of the terms of this Agreement.
- h. **Waiver of Rights Under the Agreement.** TPT's failure to demand that you comply or adhere to the terms of this Agreement will not give rise to, cause, or constitute, a waiver of any rights under this Agreement.
- i. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- j. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction.

End

Customer Account Agreement v1.5

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