



Account Number: \_\_\_\_\_

### Limited Trading Authorization and Agreement for Autotrade Service

Autotrade is a service offered by tastyworks, Inc. (“tastyworks”) to its customers. Customers who enroll in this service instruct tastyworks to purchase and sell securities in their tastyworks brokerage account(s) (“Account”) according to the trade recommendations of a third party Newsletter Service Provider (“NSP”), to which customers have subscribed (hereinafter, “Autotrade Service”). Once a customer enrolls in this Autotrade Service by submitting this Limited Trading Authorization and Agreement for Autotrade Service (“Agreement”), tastyworks will effect transactions in an Account without further authorization from the customer.

The NSPs provide newsletters, trade signals, recommendations, advisory services, or trading strategies to investors. Customers contract directly with the NSP to acquire such services. All NSPs in the Autotrade program are unaffiliated with tastyworks. The unaffiliated NSPs may or may not be registered investment advisers, and inclusion in the Autotrade program does not imply that they either are or are not required to be so registered. tastyworks does not require NSPs to be registered in any capacity. The NSPs are responsible for the services they provide and compliance with any applicable laws.

In signing up for the service, you are authorizing tastyworks to act in the limited capacity of accepting instructions from the designated NSP to buy, sell (including short sales), and trade or otherwise acquire, including without limitation stocks, and/or puts, calls, options, or other contracts relating to the same on margin or otherwise (“Autotrade Service”), in accordance with the tastyworks Customer Agreement applicable to your Account custodied at Apex Clearing Corporation (“Apex”). This Agreement supplements the all other tastyworks and Apex Agreements between you and tastyworks and Apex.

tastyworks' sole responsibility with respect to any Autotrade Service will be limited to using commercially reasonable efforts to receive instructions from the NSP and to enter orders in customers' Accounts pursuant to the recommendations made by the NSP. tastyworks is not responsible for monitoring whether the services customers receive from the NSP or its representatives, employees, or other agents are in accordance with the terms of the agreement between the customer and the NSP. tastyworks does not monitor, and is not responsible for monitoring, the performance of any NSP recommended trades or investments and makes no representations about an NSP's ability to achieve any returns or other trading objective, or to limit losses.

**TASTYWORKS DOES NOT VERIFY, GUARANTEE, OR MAKE ANY ASSURANCES RELATING TO THE EXPERIENCE, CREDENTIALS, PERFORMANCE, OR ANY OTHER FACTORS RELATING TO THE NSP OR QUALIFICATIONS OFFERED THROUGH THE AUTOTRADE SERVICE. TASTYWORKS DOES NOT RATE, RANK, OR ENDORSE ANY NSP IN THE AUTOTRADE SERVICE, AND AN NSP'S INCLUSION IN THE AUTOTRADE SERVICE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF ANY KIND. TASTYWORKS IS NOT RESPONSIBLE FOR ANY THIRD PARTY WEBSITE CONTENT, ADVERTISING, OR DISCLOSURES. TASTYWORKS AND EACH NSP HAVE THEIR OWN PRIVACY POLICIES. INFORMATION YOU GIVE TO A NSP OR THAT TASTYWORKS GIVES TO A NSP ON YOUR BEHALF IS GOVERNED BY THE PRIVACY POLICY OF THAT NSP, NOT TASTYWORKS' PRIVACY POLICY.**

Due to the nature of communications with NSPs, technology systems, order processing and other factors in processing the Autotrade Service, processing of a customer order may take longer than if the customer entered the order on their own without using the Autotrade Service. The Autotrade Service is being provided by tastyworks on a best efforts basis with all orders handled as not held orders. tastyworks reserves the right to aggregate orders entered simultaneously for multiple customers who may be signed up for the same NSP and transmit the order to the marketplace as a single order. If the order is not filled in its entirety, the partial fill will be allocated among the customers' Accounts on a pro rata basis.

tastyworks may accept and rely upon any purchase or sale instructions received from the NSP through the Autotrade Service concerning customer's Account, and shall have no obligation to determine whether such instructions received from the NSP or its representatives, employees, or other agents are in accordance with the terms of this Agreement or the terms of the agreement between a customer and the NSP.

tastyworks, in its sole discretion, may at any time cease to honor instructions from any NSP, and will notify customers of any NSP that is no longer participating in the Autotrade Service. If tastyworks ceases to allow an NSP to participate in the

Autotrade Service, all future allocations will be set to zero and customers are responsible for making any trading or investment decisions thereafter, including, but not limited to, whether to maintain, close out or hedge any existing positions.

At any time, and without prior notice, tastyworks reserves the right to amend this Agreement. Customers' continued use of the Autotrade Service after such amendment constitutes acceptance to be bound by such amendment regardless of whether customers have reviewed them. The current version of this Agreement will be available on tastyworks' website.

From time to time, tastyworks may have marketing agreements with some of the NSPs. The existence of a marketing agreement does not constitute a recommendation or endorsement of such NSPs.

**IT IS THE SOLE RESPONSIBILITY OF CUSTOMERS TO SUPERVISE AND MANAGE THEIR ACCOUNT(S) AND THEIR PERFORMANCE. SOME STRATEGIES USED BY NSPs MAY INVOLVE A HIGH DEGREE OF RISK AND WHEN USING THE AUTOTRADE SERVICE CUSTOMERS MUST BE PREPARED TO LOSE SOME OR ALL OF THE ASSETS IN THEIR ACCOUNT, AND INCUR ADDITIONAL COSTS AND LIABILITY FOR MARGIN OR LEVERAGED TRANSACTIONS. CUSTOMERS ACCEPT EXCLUSIVE RESPONSIBILITY TO OVERSEE THE TRADING ACTIVITY IN THEIR TASTYWORKS ACCOUNT(S) AS RECOMMENDED BY THE NSP. INVESTMENT RESULTS MAY VARY OVER TIME AND PAST PERFORMANCE OF AN NSP OR INVESTMENT STRATEGY DOES NOT INDICATE OR GUARANTEE FUTURE RESULTS.**

Customers place Autotrade orders by submitting to tastyworks specific information and instructions in their Customer Account Profile. It is based on these instructions that tastyworks executes trades and processes transactions for customers Accounts with or without further communication or authorization from customers. By enrolling in the Autotrade Services, you, as the customer authorize tastyworks to purchase and/or sell options contracts (cash or margin), open new option or stock positions, close existing positions, or exercise option contracts in accordance with the instructions set forth in your Customer Account Profile and the recommendations of the NSP selected. You also recognize that you are subject to assignment/dividend risk in the course of maintaining a short option position.

Customers are responsible for understanding and evaluating all information and recommendations provided by the NSP, including the underlying strategies and customers are responsible for any and all risks associated with such trading, including, without limitation, calls for additional funds related to such trading and errors of electronic systems and markets. Customers are solely responsible for paying for and maintaining the rights to use the services of any NSP. tastyworks shall not be liable for any losses caused by customers' failure to pay for any NSP services that may, as a result, cause the NSP to discontinue such services to those customers.

Customer hereby authorizes tastyworks as its/his agent and attorney-in-fact to accept the instructions of the customer's designated NSP on its/his behalf. This authorization is applicable to all assets held in all Accounts for which the Autotrade Service has been designated. The authorization is limited to purchase (cash or margin) and sales transactions only, and does not authorize the NSP to transfer securities and/or disburse funds from customer's Accounts.

It is customer's responsibility to evaluate any recommendations, advice, instructions and other information and to understand all such information, including the underlying trading strategies, risks and obligations (including capital requirements). Customer acknowledges that tastyworks does not review the recommended transactions of the NSP in order to determine if the trade is suitable for its/his investment needs. Customer acknowledges that customer is responsible for any and all risks associated with such trading, including without limitation calls for additional funds related to such trading and errors of electronic systems, communications and markets. Customer understands that customer is obligated to pay for all transactions, including all related fees, commissions and other charges applicable to the activities in customer's Account(s) due to customer's participation in the Autotrade Service.

**CUSTOMER FURTHER ACKNOWLEDGES THAT TASTYWORKS DOES NOT EXERCISE DISCRETION OVER THE ACCOUNT AND DOES NOT EVALUATE THE SUITABILITY OF THE TRANSACTIONS GENERATED BY THE NSP. TASTYWORKS ACTS ONLY UPON THE SPECIFIC INSTRUCTIONS OF THE NSP. CUSTOMER AUTHORIZES TASTYWORKS TO SHARE CUSTOMER'S CONFIDENTIAL INFORMATION WITH THE NSP NECESSARY TO EFFECT TRANSACTIONS AS DIRECTED BY THE NSP.**

**CUSTOMER HAS REVIEWED THE FOLLOWING SEC INVESTOR ALERT RELATIVE TO THE RISKS ASSOCIATED WITH AUTOTRADING PRIOR TO SIGNING THIS AGREEMENT: <https://www.sec.gov/reportspubs/investor-publications/investorpubsautotradingtm.html>.**

In addition, to the extent that transactions involves options, customer understands that options involve risks and are not suitable for all investors, and a current copy of the Characteristics and Risks of Standardized Options provided by the Options Clearing Corporation, may be obtained from tastyworks' website at <https://tastyworks.com/disclosures> or at this link [https://assets.tastyworks.com/production/documents/characteristics\\_and\\_risks\\_of\\_standardized\\_options.pdf](https://assets.tastyworks.com/production/documents/characteristics_and_risks_of_standardized_options.pdf).

Customer acknowledges that it is customer's responsibility to monitor, update, and maintain accurate instructions in their Customer Account Profile, and customer agrees that he or she will immediately notify tastyworks or update their Customer Account Profile in the event that customer's personal or financial information changes. Customer understands that customer is responsible for understanding the underlying strategies generated by the NSP, and that customer is responsible for any risks, losses, or additional calls for funds related to such transactions. Further, customer acknowledges that the Autotrade Service is offered on a best efforts basis, and that customer's Account is subject to risk from errors of electronic systems, communications, and markets.

Customer hereby agrees to indemnify and hold harmless tastyworks, Apex and their respective parent and affiliate companies, officers, directors, employees, registered persons and agents from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorney's fees resulting or arising directly or indirectly from the use of the Autotrade Service, and to pay promptly on demand any balances owing and all losses arising therefrom or debit balances incurred. This Agreement is in addition to and in no way limits or restricts any rights that tastyworks and Apex may have under any other agreement or agreements with customer.

In the event that customer wishes to close out, modify or add to an existing position, customer shall notify tastyworks prior to its execution. If customer fails to notify tastyworks of such action, customer understands that its/his Account will be terminated from the Autotrade Services. In the event that customer wishes to terminate the Autotrade Service, customer must notify tastyworks in writing. Such termination shall be effective only upon actual receipt and processing by tastyworks of such notice and shall not cancel any orders or transactions. If customer terminates the Autotrade Service, customer is responsible for existing positions and investments and the decision to close out, modify or hedge such positions and investments.

If any provision of this Agreement shall be rendered invalid for any reason, the provisions of this Agreement shall be deemed modified or superseded as the case may be, and the remaining provisions shall in all respects continue and be in full force and effect. Customer further agrees that this Agreement shall remain in full force and effect until written notice of revocation is received and processed by tastyworks, Inc. at 1000 W. Fulton Market, Suite 220, Chicago, IL, 60607, or by faxing 312-724-7364, but such revocation shall not affect any liability resulting from transactions initiated prior to such revocation or customer's decisions with respect to closing out, modifying or hedging existing positions.

By my signature below, I agree to the provisions within this Limited Trading Authorization and Agreement for Autotrade Service in its entirety, and attest that this authorization supersedes any prior limited trading authorization and agreement regarding the Autotrade Service that I may have executed with regard to the Account. This Limited Trading Authorization and Agreement for Autotrade Service will remain in effect unless rescinded by me, or it may be rescinded by tastyworks, in its sole discretion, if I cease to use the Autotrade Service for a period of 12 months or more.

**All Account Owners/Authorized Agents must sign.**

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_