



## Customer Agreement and Acknowledgements

This tastyworks Customer Agreement (“Agreement”) sets forth the terms and conditions pursuant to which tastyworks, Inc. (“tastyworks” or the “Firm”) will open and maintain, and Apex Clearing Corporation (“Apex”, “Clearing Firm”) will carry one or more accounts, including, without limitation, cash, margin, options or other accounts (collectively, “Account”) for you (“Customer” or “Account Owner”), either individually or jointly with others. Customer hereby represents, warrants and agrees as follows:

### 1. Definitions

**“Introducing Broker”** refers to tastyworks, **“Clearing Firm”** refers to Apex, and **“Undersigned Customer”** refers to you the Customer.

**“Market Data Providers”** shall mean Third-Party Providers that transmit market data.

**“Services”** shall mean collectively, the tastyworks website, brokerage services necessary for you to place trades and manage your Account, software, mobile, and web applications, information, tools, and services available by tastyworks.

**“Third-Party Services”** shall collectively mean third party providers and their services, including, but not limited to, financial and investment tools, reports, alerts, tax preparation, account management tools, calculators, access to online conferences, webcasts, and market information available to you through tastyworks’ Services.

**“Securities”** as used herein and for the purpose of this Agreement, shall include, but not be limited to, money, securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

**“Website”** means the Internet site of tastyworks, Inc., whose domain name is registered as [www.tastyworks.com](http://www.tastyworks.com).

### 2. Applicable Rules And Regulations

Your Account with tastyworks and any transactions you make are subject to the Firm’s trading rules and policies, the rules and policies of the Clearing Firm and its exchange execution brokers, securities and futures regulatory authorities, Exchanges (any futures or securities exchange), futures contract, markets, the Options Clearing Corporation (“OCC”) and all applicable federal, state and local laws, regulations and rules (collectively, “Applicable Rules and Regulations”). tastyworks’ website and brokerage services are not intended for persons of any jurisdiction where tastyworks is not authorized to do business or where such products and other services offered by the Firm would be contrary to the securities regulations, futures regulations or other local laws and regulations of that jurisdiction.

### 3. Customer Relationship With tastyworks And The Clearing Firm

Customer acknowledges that all decisions relating to its investment or trading activity shall be made by Customer or its duly authorized representative. tastyworks does not provide investment advice or offer recommendations for the purchase or sale of securities, futures, options or other financial instruments. Customer acknowledges that any reference to advice referred to by the Clearing Firm are general terms and do not apply to tastyworks or its course of business. Customer acknowledges that tastyworks and the Clearing Firm are under no duty to inquire as to the authority or propriety of any instructions given to them, and that they shall be entitled to rely upon any such instructions without inquiry or investigation, including, without limitation, instructions with respect to the disbursement of funds and the transfer of securities. Customer acknowledges that tastyworks and the Clearing Firm do not provide legal or tax advice. Customer acknowledges that Customer has legal capacity to enter into this Agreement and Customer, if an individual, or Customer’s representative, if Customer is an entity, is at least eighteen (18) years of age.

Customer hereby agrees to indemnify and hold tastyworks and the Clearing Firm and their respective officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys’ fees and disbursements), on a current basis as incurred, (i) as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies, or (ii) as a result of any breach by Customer of any of its covenants, obligations, representations, acknowledgments or warranties herein, or (iii) as a result of the provision of any services to Customer hereunder or any actions taken by either pursuant to this Agreement, unless such liability is a result of the Firm’s willful misconduct.

tastyworks as an Introducing Broker has an agreement to introduce accounts on a fully disclosed basis to Apex to act as the Clearing Firm for your Account(s). You understand that the Clearing Firm will carry your Account and you authorize the Clearing Firm to accept from and rely on tastyworks for your executed orders for the purchase or sale of securities and other property as well as any instructions concerning your Account. You understand and acknowledge that the Clearing Firm's duties are to clear trades introduced by tastyworks and to perform other back-office functions for tastyworks.

You agree to accept communications from tastyworks and the Clearing Firm at your primary postal address and/or email address on record, or at other such addresses that you may hereafter give the Firm consent to keep on record. You understand and acknowledge that all communications sent to recorded addresses - postal and/or email addresses - shall be deemed to be given to you personally, whether actually received by you or not. tastyworks will enable you via its secure website and your unique login to view your Account Statements provided by its Clearing Firm.

You understand that the Clearing Firm is authorized, in its sole discretion, should the Clearing Firm for any reason deem it necessary for its protection, without notice to you, to cancel any outstanding order, to liquidate your positions, to close out your Account, in whole or in part, or to close out any commitment made on behalf of you.

#### **4. Electronic Order Execution Requests And Communication**

You agree to the following terms and conditions with respect to all electronic communications in which you communicate a request to an agent of tastyworks and any related information pertaining to such request. Requests may include instructions to execute an unsolicited order in your Account via phone or through the Firm's live support chat feature. The Firm will only accept orders via email under certain circumstances. You acknowledge that electronic or phone requests communicated to the Firm will be handled on a best efforts basis. Additionally, these terms and conditions require you to acknowledge your responsibility to protect your sensitive account information as well as your responsibility to routinely monitor your account information and activity. Any orders communicated to tastyworks' platform with your user login information will be considered to have been sent and authorized by you.

- (a) You agree you will not transmit securities trade orders to tastyworks using electronic communications other than those designated by tastyworks for the express purpose of placing securities orders.
- (b) You agree that it is your responsibility to promptly notify tastyworks if you receive a trade confirmation for an order that you did not place.
- (c) tastyworks, in its sole discretion, may decline to execute any of your orders for a variety of reasons, including, but not limited to, size of the order, market conditions, violations of your Agreement(s) with the Firm, inadequate account equity, insufficient margin, risk considerations, suitability thresholds, Exchange (CBOE, ISE, NYSE, etc.) restrictions or trading halts, and other matters or market conditions that affect trading.
- (d) You agree that you are responsible for the monitoring of all of your orders entered into tastyworks' platform or via tastyworks' electronic communication system until such order is accompanied by an official confirmation or cancellation given by tastyworks.
- (e) You agree to be bound by the actual order execution transacted on the listed U.S. Exchange that resulted from the entry of your order for your Account.
- (f) If tastyworks confirms an Account trade or other activity in error and you delay reporting such error, the Firm reserves the right to remove the trade or activity from your Account or require you to accept the trade or activity at tastyworks and/or the Clearing Firm's discretion.
- (g) You agree to provide tastyworks with your primary email address and to promptly update your account profile with any changes to your email address or any other relevant information that is pertinent to your account status and/or our ability to communicate with you.
- (h) You agree to protect your sensitive account information, including, but not limited to, your password, username, other login credentials.
- (i) You agree to not give your account login credentials or make them easily accessible to a minor.

## 5. Electronic Trading

You acknowledge that you bear all risk associated with your orders, regardless if they are placed through tastyworks' platform, through a tastyworks' representative or otherwise. You acknowledge that you are solely responsible for all orders (whether successfully entered or attempted to be entered) that are associated with your unique customer identifiers, including, but not limited to, your Account number, customer identification number, or your unique user login credentials. You understand that tastyworks' acceptance of an order for placement, which includes, but is not limited to, Firm representatives, the tastyworks platform, email, chat or phone, does not constitute a guarantee of any kind that your order will be placed as all orders are subject to your account maintaining sufficient margin to support the resulting position. You acknowledge that tastyworks and the Clearing Firm reserve the right to set and/or change, without prior notice to you, minimum equity amounts for your Account. You hereby acknowledge your responsibility to do the following:

- (a) to be aware of current margin requirements with respect to all trading activity; and
- (b) to meet all initial and maintenance margin requirements; and
- (c) to be liable for the losses incurred on all of your trades, regardless of whether sufficient margin was posted at the time the trade was ordered.

You acknowledge that under no circumstances, including, but not limited to, electronic or mechanical failure, Internet system failure or delay, Exchange limitations or halts, acts of God, terrorism, or any other reason, shall tastyworks be liable or have direct responsibility to you in the event that any of the following should occur:

- (a) you are unable to access or use the tastyworks website, trading software, applications (web, desktop, mobile) to place an order, view account information, or otherwise engage in stock and/or options related activities;
- (b) any Exchange, aggregator, the Clearing Firm, or clearing corporation endures any mechanical, electrical or other failure, delay, interruption, or congestion regardless of whether or not any of the aforementioned results in a failure to maintain an orderly market, execute a transaction, preform clearance, report on cancels or nothing dones or confirm executed and transactions for your account, or otherwise.

You acknowledge that tastyworks is not responsible for providing nor guarantees full and complete access to all electronic markets, and under no circumstances is liable for losses that may result from the inability to access markets due to any aforementioned restrictions or otherwise.

You acknowledge that it is your sole responsibility to cancel any and all unexecuted day orders that could otherwise normally be executed during regular market hours when access cannot be provided by tastyworks.

If tastyworks believes that execution or attempted execution of any of your orders may breach any Applicable Rules and Regulations including but not limited to SEC, FINRA, CBOE, ISE or any other US Exchange Rules or Firm policies, tastyworks may, in its sole discretion, delay or refuse to execute any purchase or sale order for your Account at any time.

## 6. Market Orders, Limit, And Day Orders

You understand and acknowledge that when you place a market order, the price of the security may change between the time the order is placed and the time it is executed. A quote obtained at the time a market order is entered is not a guarantee that all or part of your order will be executed at the quoted price.

You understand that when you place a market order after an Exchange, association, electronic communications network or market is closed, the security may open for trading the next business day at a price substantially higher or lower than what you had originally entered. Large market orders may be executed in multiple lots, and at different prices. You understand that generally a market order is subject to immediate execution and cannot be canceled once it is entered. You agree that any attempt you make to cancel a market order is simply a "request" to have that order canceled and that actual cancellation of the order cannot be guaranteed. You understand that limit orders will be executed only at the specified price entered by you or better, but there is the possibility that the limit order will not be executed. All day orders will be typically cancelled at the end of the trading day 3:00pm CT or when applicable to 3:15pm CT for certain option symbols including index options.

## **7. Commissions And Fees**

You agree to pay tastyworks' brokerage commissions, transaction, processing, clearing fees, market data fees, other fees, and taxes as they exist from time to time and apply to your Account. You acknowledge that tastyworks reserves the right to change its commissions and fees in its sole discretion separate from any changes that the Clearing Firm makes to its fees. tastyworks will make relevant information about such commissions and fees, including any update that the Clearing Firm provides that is applicable to tastyworks' Customer Accounts, available on the Firm's website at [www.tastyworks.com](http://www.tastyworks.com). Furthermore, you acknowledge that tastyworks may deduct all fees directly from your Account and your execution of this Agreement serves as your authorization for the Firm to do so. You understand that profit and loss calculations on the trading platform or your account statements may not include commissions, fees or other transaction costs, and do not reflect the impact such costs will have on actual results.

## **8. Payment Of Indebtedness Upon Demand**

You acknowledge and agree that you will be liable at all times for the payment upon demand, of any debit balance, liability, and indebtedness owing in your Account. Furthermore, you acknowledge and agree that you will be liable for any deficiency remaining in your Account in the event of a liquidation thereof in whole or in part by you or by tastyworks or the Clearing Firm, and you shall make payment of such obligations upon demand.

## **9. Interest On Debit Balances and Costs Of Collection**

Debit balances in your Account may be charged interest in accordance with tastyworks' then-current interest rate schedule for debit balances. You agree to pay tastyworks all reasonable costs and expenses of enforcement or collection of any debit balance or other liabilities, including legal fees.

## **10. Dividend Reinvestment Program**

You acknowledge that in order to automatically reinvest your dividends in the security, you must contact tastyworks and opt in for enrollment in the Dividend Reinvestment Program ("Reinvestment"). Enrollment requests will take effect within three (3) business days at a minimum. If enrollment is in effect prior to the ex-dividend date for a distribution, the distribution will be eligible for Reinvestment. In order for your securities to be eligible for dividend reinvestment, they must be in your tastyworks Account held at the designated Clearing Firm. It is your responsibility to explicitly state to tastyworks whether individual securities or all eligible securities in your Account should be enrolled in Reinvestment. You acknowledge that all eligible securities, including securities purchased in the future, will automatically participate in Reinvestment if you elect to have your entire tastyworks Account set up for dividend reinvestment. Once you are enrolled in Reinvestment, all eligible cash distributions will be reinvested on all securities you selected for dividend reinvestment, provided that you are the Account Owner of record on the record date for determining shareholders eligible to receive dividends, and continue to hold the securities through the payable date. If you are a margin Account Owner, you agree that it is possible that the Clearing Firm will borrow a dividend-paying stock in the normal course of business and, as a result, instead of receiving a dividend payment you may receive a "cash-in-lieu" payment. In the event you receive a "cash-in-lieu" payment, you authorize the Clearing Firm to handle such payment as if it was not "in-lieu" and reinvest it accordingly.

You acknowledge that the Clearing Firm may facilitate Reinvestment by purchasing shares in the open market and, as a result, the purchase price for the new shares may not be known before the dividend is reinvested. Furthermore, you acknowledge that participation in Reinvestment may result in the purchase of fractional shares of securities.

You acknowledge that you may terminate your participation in Reinvestment, or terminate the enrollment of individual securities in Reinvestment, at any time by contacting tastyworks. Termination requests will take effect within three (3) business days at a minimum. If termination is in effect prior to the ex-dividend date for a distribution, the distribution will not be eligible for Reinvestment. Furthermore, you acknowledge that your notice to terminate will not affect any obligations that may result from transactions initiated prior to tastyworks' receipt of your notice. You agree that your participation in Reinvestment is voluntary and that tastyworks has not made any recommendation with respect to your participation or regarding the purchase of any eligible security.

## **11. Responsibility Regarding Certain Securities**

Certain securities may grant a holder valuable rights that may expire unless a holder takes some action. Such securities include, without limitation, options, warrants, convertible securities, bonds, and securities subject to a rights plan or tender or exchange offer. You acknowledge that you are responsible for knowing the rights and terms of all securities in your Account. tastyworks is not obligated to notify you of any expiration date or corporate action or take any action on your behalf without specific instructions from you.

Voluntary corporate actions include, without limitation, tenders, exchange offers, mergers with an election, odd-lot offers, Dutch auctions, and any rights or warrants subscriptions. You acknowledge that in order to participate in a voluntary corporation action, you must contact tastyworks and provide participation instructions. Participation instructions will be processed within a minimum of three (3) business days. You agree to hold tastyworks harmless if participation instructions are not processed before the Clearing Firm's cutoff time and you acknowledge that in such instances the Firm may not be able to facilitate your participation in the corporate action. You acknowledge that tastyworks reserves the right to reject, at its own discretion, participation instructions in a voluntary corporate action. You acknowledge that tastyworks may, upon receipt of participation instructions, restrict trading in your Account or remove applicable securities from your Account until the corporate action is completed. You acknowledge that you are responsible for maintaining any assets in your account necessary to facilitate completion of any voluntary corporate action for which you provided participation instructions and you are responsible for any positions resulting from participation and trading. Furthermore, you acknowledge that tastyworks or the Clearing Firm may modify your participation instructions if your position in the participating security is modified before the corporate action is completed.

## **12. Extraordinary**

You acknowledge that tastyworks is not responsible and you agree to not hold tastyworks liable for the losses caused, directly or indirectly, by conditions beyond the Firm's control, including, but not limited to, government restrictions, amendments to exchange or market rules, interruptions of communications or data processing services, market volatility, unusual activity, trading halts, trading restrictions or disruptions in orderly trading on any exchange or market.

## **13. Notices And Customer Communication**

You acknowledge that by accepting this Agreement you are consenting to electronic delivery of documents and communications, and you authorize tastyworks and the Clearing Firm to deliver documents and communications by the following means:

- (a) emailing to the email address specified by you and on record with the Firm and the Clearing Firm;
- (b) posting a communication on the website or making available, either on the Firm's website or sent via email, links to other sites (such as the Clearing Firm) on the Internet where the communication can be read and printed;
- (c) sending you an email or other notice that directs you to an address on the Internet or a place within the website where the communication is posted and from which it can be read and printed.

You acknowledge and agree that as a broker-dealer, tastyworks is authorized to contact your trusted contact person and disclose information about your account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

## **14. Electronic Signature**

You understand that your electronic signature to sign documents is legally binding in the same manner as if you manually signed such documents. Additionally, you understand that the use of an electronic version of these documents fully satisfies any requirement that they be provided to you in writing. You understand that when you electronically sign a document, you are representing that you have read, understand, have the ability to access and retain a record of the document, and agree to be bound to the terms and conditions contained thereon. It is your responsibility to review the website at least periodically at [www.tastyworks.com](http://www.tastyworks.com) for changes or modifications.

## **15. Notification Of Recording**

You acknowledge that tastyworks reserves the right to monitor or record telephone conversations with all of its customers. Your execution of this Agreement evidences your consent to such monitoring or recording of your conversations between you and tastyworks' employees, representatives, officers, directors, partners or agents by means of electronic telephone recording equipment. You understand that the Firm may, in its sole and absolute discretion, tape record conversations without further notice or disclosure, without the use of an automatic tone-warning device, and without assuming responsibility to make or retain such tape recordings.

Furthermore, you acknowledge and agree that such recordings of telephone conversations may be used by the Firm as evidence in any dispute between you and the Firm. You agree that you will not record any telephone conversations with tastyworks' employees, representatives, officers, directors, partners or agents without the express written consent of tastyworks and the consent from any aforementioned tastyworks individual engaged in the conversation.

#### **16. Market Data**

tastyworks obtains market data from exchanges, markets, associations, electronic communications networks, and from other Third-Party Providers that transmit market data (collectively, "Market Data Providers"). You acknowledge that the market data is provided "as is" and on an "as available" basis. There is no warranty of any kind, express or implied, regarding the market data. The market data is believed to be reliable, but neither tastyworks nor Market Data Providers can guarantee the accuracy, completeness, timeliness or correct sequencing of the market data. Therefore, you agree that tastyworks may correct any execution reported to you that was based on inaccurate market data, unbeknownst to tastyworks, provided to the Firm by Market Data Providers. You understand that you are responsible for any corrected price or size of the execution of your order that reflects the actual execution of your order pursuant to the Exchange's rules where your order was routed for execution. Furthermore, you agree to not hold tastyworks or Market Data Providers liable for interruptions in the availability of market data or your access to market data. You agree to hold harmless and indemnify tastyworks, its officers, directors, employees, agents and affiliates and those officers, directors, employees, agents and affiliates of the Market Data Providers from any liability with respect to interruptions in the availability of market data, your access to market data, lost profits, trading losses or any other damages resulting from inaccurate, defective or unavailable market data. To the extent a tribunal from of component jurisdiction determines that tastyworks should be held liable for any such losses, you agree that tastyworks' liability will not exceed the amount you paid for the receipt of the market data. You acknowledge that the Market Data Providers have a proprietary interest in their market data. You may not sell, market, repurpose or redistribute the market data in any way. You acknowledge that it is solely your responsibility to ensure your employment information and use of market data on record is current and accurate at all times, and you agree to pay all applicable fees charged to as result of you not properly disclosing your employment information and use of market data as tastyworks reserves the right to do so.

#### **17. Joint Accounts**

For your Account with more than one Account Owner, references to the "Undersigned Customer" shall include each of the Customers identified on the Account application and Account record. Customers understand and agree that the representations, warranties and Agreements made herein are made on behalf of all of the joint Account owners and further agree that each Account owner:

- (a) is a Customer;
- (b) has the authority to act on behalf of the Account and tastyworks may rely on and accept instructions from any one Customer;
- (c) is jointly and severally liable per the terms and obligations of this Agreement.

tastyworks may rely on money, position, account transfer or other instructions from any one of the Customers in a joint Account, and such instructions shall be binding on each of the Customers. tastyworks may deliver securities or other property to, and send trade confirmations, notices, account statements and confirmations of any kind, to any one of the Customers, and such action shall be binding on each of the Customers.

Notwithstanding the foregoing, tastyworks is authorized in the Firm's discretion to require joint action by the joint Account owners with respect to any matter concerning the joint Account, including, but not limited to, the giving or cancellation of orders and the withdrawal of money or securities. Customers hereby acknowledge that tastyworks shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the applications of any funds so delivered. If tastyworks becomes aware of divorce proceedings between joint Account holders or there is a disagreement between Account holders as to the handling of the Account, tastyworks may, but is not obligated to, freeze the Account or require joint authorizations for instructions on the Account.

For Joint Accounts With Rights of Survivorship ("WROS"), Customers agree that in the case of death of any of the joint Account

owners, interest in the entire Account shall vest in the surviving Account owner(s) under the same terms and conditions of this Agreement and the surviving Account owner(s) shall promptly provide tastyworks with written notice thereof and provide any documentation reasonably requested by tastyworks and/or the Clearing Firm in its management of the Account.

#### **18. Entity And Trust Accounts**

You represent and warrant the following if you maintain an Entity or Trust Account with tastyworks:

- (a) You are authorized to open and maintain the Entity Account on behalf of the Entity identified in the Entity application;
- (b) You are the Trustee of the Trust identified in the Trust application and are authorized to open and maintain the Trust Account on behalf of the Trust;
- (c) The Entity expressly grants to you or the Trust expressly grants to you the power to enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks, options (including, but not limited to, the purchase of puts and calls and the sale of covered and uncovered puts and calls), bonds, and mutual funds;
- (d) The Entity expressly grants to you or the Trust expressly grants to you the power to engage in any and all commodity futures products, including, without limitation, futures options, if you trade any commodity futures products; and
- (e) If the Account is not opened as a Cash Account, the Entity expressly grants to you or the Trust expressly grants to you to open and maintain a Limited Margin Account or a Margin and Short Account, and through such Margin and Short Account to borrow money to purchase securities on margin, sell securities the Entity or Trust does not own and to borrow securities in connection therewith.

For your Entity Account or Trust Account with more than one Account Owner, references to the "Undersigned Customer" shall include each of the Customers identified on the Account application and Account record. Each Customer acknowledges, represents, certifies, and agrees:

- (a) The Entity or Trust expressly authorizes that each Customer is authorized to act independently and without the consent of the other Customer(s);
- (b) Each Customer has consented to each Customer acting independently and without the consent of the other Customer(s) with respect to the Entity or Trust Account, and that such delegation of authority is expressly authorized by the Entity or Trust and applicable law, and can be provided promptly to tastyworks upon the Firm's request;
- (c) Each Customer has authority to act on behalf of the Account and tastyworks may rely on and accept instructions from any one Customer;
- (d) That any notice sent to one Customer will constitute notice to all Customer;
- (e) That tastyworks reserves the right, in its sole discretion, to require the written, and if requested, notarized, consent of any or all Customers prior to acting upon the instructions of any other Customer; and
- (f) That neither they nor the Entity or Trust impose any obligation upon tastyworks for determining the purpose or origin of any instruction received from any Customer or any payments to or among any Customer.

You acknowledge that by accepting the terms of this Agreement you are certifying and attesting that the Entity or Trust is in good standing and has not been revoked, modified, or amended in any manner which would cause the information you provided in the Entity or Trust Account application to be incorrect. You agree to promptly notify tastyworks in writing of any change that would cause the information represented in your Entity or Trust Account application or its corresponding Account record to be incorrect or incomplete.

#### **19. Option Accounts**

There is a high degree of risk involved in trading option transactions, and you acknowledge that you are aware of such risks and have given tastyworks information that demonstrates the anticipated trading privileges you have elected to utilize with the Account opened by you are not unsuitable for you in relation to your investment objectives, financial situation, experience and knowledge. You agree to take full responsibility to advise tastyworks of any changes in your investment objectives, financial situations or other circumstances that are, or may be deemed, to materially affect the suitability of executing option transactions in your Account.

You hereby acknowledge and agree to the following terms, conditions, and representations if you elect to engage in option transactions in your Account:

- (i) You agree to be bound by the terms of Apex's (Clearing Firm's) Customer Option Agreement in addition to the terms contained herein.

- (ii) You acknowledge that trading equity and index options is highly speculative and contains a high degree of risk.
- (iii) You agree to be financially capable of undertaking the risks associated with trading equity and index option contracts and agree to be able to endure any losses incurred by trading such products.
- (iv) You agree to read and fully understand the Options Disclosure Document ("ODD"), also known as the Characteristics and Risks of Standardized Options, issued by the OCC prior to entering your first option transaction (purchase or sale of any option contract) in your Account.
- (v) You agree to read and fully understand the Special Statement for Uncovered Option Writers prior to entering your first uncovered option transaction in your Account.
- (vi) You agree to comply with all Applicable Rules and Regulations, including, but not limited to, the Applicable Rules and Regulations specific to margin Accounts if you engage in option transactions in your margin Account.
- (vii) You agree to not exceed, alone or in concert with others, the position and exercise limits imposed by the rules of the OCC.
- (viii) You agree to contact tastyworks by 3:30pm Central Time with any request by you to exercise an option contract that would otherwise not be exercised by the OCC, to not exercise an option contract that would otherwise be exercised by the OCC, or to exercise any option contract prior to the expiration of that option contract, and agree that your failure to do so may prevent any change to the Options Clearing Corporation's routine exercise process.
- (ix) You acknowledge that tastyworks reserves the right, but is under no obligation to liquidate, exercise, or submit a 'Do Not Exercise' request for your Account or on your behalf, without prior notice to you, in order to comply with the Firm's policies, the Clearing Firm's policies, or those contained within Applicable Rules and Regulations.
- (x) You acknowledge that if you own an option that is about to expire in the money, tastyworks may, in its sole discretion or in accordance with Applicable Rules and Regulations, and without prior notice to you, close out the option position. However, tastyworks is under no obligation to buy, sell or exercise any options on your behalf.
- (xi) You agree that upon assignment, you must either deliver or accept the required number of shares of the underlying security in the case of an equity option, or you must pay or receive the settlement price in cash in the case of an equity index option.
- (xii) You authorize tastyworks, in its sole discretion, as it may deem necessary for the Firm's protection, to take immediate action, without prior notice to you, by cancelling any outstanding order(s), closing out any Account position(s) of yours, in whole or in part, or to close out any commitment made on your behalf.
- (xiii) You acknowledge that a random method of allocation is used by the Clearing Firm for all option assignments received from the OCC, exercise assignment notices for option contracts are allocated among all Customers' short positions within that series, and this is accomplished by a manual procedure, which randomly selects from among all customer short positions, including positions established on the day of assignment, those contracts which are subject to exercise. A more detailed description of the allocation method used by the Clearing Firm is available upon request.

## 20. Margin Accounts

You acknowledge that when you purchase securities on margin, you are borrowing money from the Clearing Firm and pledging all securities and other property in your Account as collateral for the loans. You acknowledge that trading securities on margin involves a variety of risks, and you agree to take full responsibility to advise tastyworks of any changes in your investment objectives, financial situations or other circumstances that are, or may be deemed, to materially affect the suitability of executing margin transactions in your Account.

You hereby acknowledge and agree to the following terms, conditions, and representations if you elect to engage in margin transactions in your Account:

- (i) You agree to be bound by the terms of Apex's (Clearing Firm's) Customer Margin and Short Account Agreement in addition to the terms contained herein.
- (ii) You acknowledge there are Applicable Rules and Regulations regarding margin loans, which include the initial margin and maintenance requirements for margin Accounts. Furthermore, you acknowledge that tastyworks reserves the right to impose more stringent margin requirements based on the Exchange or regulatory margin required or higher, which may change from time to time without prior notice to you.
- (iii) You agree to maintain at least \$2,000 in minimum equity in order to trade on margin.
- (iv) You agree to promptly satisfy all margin and maintenance calls.
- (v) You acknowledge that neither tastyworks nor the Clearing Firm are obligated to request additional securities or other property for margin purposes in the event your margin Account falls below minimum margin requirements, notify you of any such deficiency, or allow you time to deposit additional securities or other property.
- (vi) You agree to pay interest on all debit balances on a non-aggregated basis in your margin Account. You acknowledge



that interest shall be computed and changed in accordance with tastyworks' and the Clearing Firm's standard methods and procedures. A more detailed description is available upon request.

- (vii) You acknowledge and agree to pay any fees associated with short stock borrowing on securities where applicable. Included in these fees are any applicable fees from the Clearing Firm for unexecuted short shares that have been allocated to you.
- (viii) You agree that all securities and other property held, carried or maintained by the Clearing Firm may, at any time and without notice to you, be loaned, pledged, repledged, hypothecated or re- hypothecated by the Clearing Firm, either separately or in common with other securities and other property, for any amount due in any Margin Account. You acknowledge this may be done without tastyworks or the Clearing Firm retaining in its possession or under its control for a delivery a like amount of similar securities or other property. You acknowledge that if your securities are loaned, pledged or hypothecated, you will receive substitute payments in lieu of the dividends you would have received had your securities not been loaned, pledged or hypothecated. The substitute payments do not qualify as dividends and are taxed as ordinary income.
- (ix) You acknowledge that you have received, read and understand the statement(s) explaining the conditions under which interest will be charged to the Margin Account, how rates of interest are determined, how debit balances are determined, and the methods of computing interest. Furthermore, you acknowledge you may contact tastyworks for documents, statements, and more detailed explanations.
- (x) You acknowledge that there are required disclosures for margin applicable to day trading, which can be found on the tastyworks' website at [www.tastyworks.com](http://www.tastyworks.com). You agree that you will read and understand all applicable disclosures before you engage in daytrading.

## **21. Termination**

Your tastyworks Account may be terminated and closed by you, tastyworks, or by the Clearing Firm at any time with or without cause or reason. You acknowledge that you must and you agree to provide written notice in the event that you so wish to terminate your Account. You are aware and agree that such closure or termination will not affect any rights or obligations that either you or tastyworks incurred prior to such closure or termination, including any transactions arising before or after termination of the Agreement.

## **22. Assignment**

tastyworks may assign our rights and obligations under this Agreement to any subsidiary, affiliate, successor or assigned, whether by merger or consolidation or otherwise, without notice to you. This Agreement is binding on and will inure to the benefit of you and your heirs, executors, administrators, personal representatives, successors and assigns, but is not assignable by you.

## **23. Indemnification**

You hereby, in both personal and representative capacities, agree to hold harmless, defend, and indemnify tastyworks and its officers, directors, employees, agents, affiliates, and Third-Party Providers and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, and attorney's fees and disbursements (collectively, "Losses") resulting or arising directly or indirectly from your use of your Account and services provided by tastyworks and/or the Clearing Firm, including, but not limited to:

- (a) as a result of your acts or omissions;
- (b) as a result of any of the other Account Owners' acts or omissions;
- (c) as a result of any losses or damages you may suffer with respect to your Account;
- (d) as a result of any breach by you of any of the Agreement's covenants, obligations, representations,
- (e) acknowledgments or warranties;
- (f) as a result of the provision of any services provided to you; or
- (g) as a result of any actions taken by tastyworks as allowed by this Agreement and all binding agreements that you have entered into, including future agreements you may enter into, with respect to your Account(s) ownership, except for losses resulting from our gross negligence or willful misconduct.

## **24. Limitation Of Liability**

You agree and understand that there may be delays or interruptions in the use of tastyworks' systems. Furthermore, you agree and understand that tastyworks' systems are being provided "as is" and "as available" and there is no implied or express warranty, including implied warranties of merchantability, non-infringement, or fitness for a particular purpose, and

implied warranties arising from course of conduct, course of dealings, regarding tastyworks' systems. tastyworks, its affiliates, Third-Party Services, Market Data Providers, and their respective licensors, officers, directors, employees, distributors, or agents make no representations with respect to the system and expressly disclaim all warranties. You agree and understand that in no event will tastyworks, its affiliates, Third-Party Services, Market Data Providers, or their respective licensors, employees, distributors, or agents be liable to you or anyone else for any loss or damage incurred with respect to your Account, including consequential, incidental, punitive, lost profits or trading losses, or loss of use of services, or special or indirect damages, including, but without limitation, that result from inconvenience, delay or loss of the use of any of tastyworks' systems. You acknowledge and agree that neither tastyworks nor any Market Data Provider make any representations, warranties, or other guarantees as to the accuracy or timeliness of any market data or to the present or future value or suitability of any transaction involving a particular security, product, or any other investment.

You acknowledge and agree to hold tastyworks harmless from any losses or damages due to language barriers. You acknowledge that tastyworks only guarantees customer and account support as well as its brokerage services in English.

## **25. Proprietary Information**

You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or otherwise exploit tastyworks' proprietary systems or any content contained therein in any manner without tastyworks' express written consent. You agree to comply with reasonable written requests by the Firm to protect tastyworks' system and respective rights therein.

tastyworks hereby grants you a revocable, non-transferable, non-exclusive, limited license to use tastyworks' systems, applications, and website (collectively "Proprietary Property") for the purpose of trade routing and execution and management of your Account in accordance with the terms and conditions of this agreement. All copyright and other intellectual property rights, including, but not limited to, rights to patents, copyrights and/or trademarks shall be the sole property of tastyworks, Inc. You agree not to disclose any aspect of tastyworks' Proprietary Property or confidential information of any sort that may be received as a result of the use of tastyworks' Proprietary Property. You agree not to use any of tastyworks' Proprietary Property or any information disseminated by tastyworks' Proprietary Property for any illegal purpose, or other than strictly in accordance with the End User License Agreement between you and tastyworks.

You agree not to copy, modify, reverse engineer, decompile, adapt or reduce to readable form or create a derivative product of any aspect of tastyworks' Proprietary Property or any content contained therein. You agree and understand that all subsequent updates, replacements, enhancements, revisions, additions, conversions or the like are subject to this Agreement.

## **26. SIPC Protection**

tastyworks is a member of the Securities Investor Protection Corporation (SIPC). Therefore, funds are available to meet customer claims up to \$500,000, which includes a maximum of \$250,000 for cash claims. Apex, as the Clearing Firm, has arranged for coverage above the SIPC limits; please contact tastyworks for more information. For additional information on SIPC coverage, including a brochure upon request, please contact SIPC at 202-371-8300 or [asksipc@sipc.org](mailto:asksipc@sipc.org). You can also visit the SIPC website at [www.sipc.org](http://www.sipc.org).

## **27. Auto-Sweep Program**

You understand and agree that if you have a tastyworks Securities Account and a tastyworks Futures Account that if available cash is held in the Futures Account at the end of the trading day, such available cash is automatically swept from the Futures Account to the Securities Account. You acknowledge that regardless of where your available cash is held, Applicable Rules require proper segregation of your and other Customers' assets from tastyworks' and the Clearing Firm's assets. You further acknowledge that transferring available cash from your Futures Account to your Securities Account will result in you not receiving preferential treatment afforded for funds held in a Futures Account pursuant to Part 190 of the CFTC regulations and the U.S. Bankruptcy Code. Therefore, any funds you hold in a Securities Account for the purpose of purchasing securities or held in a portfolio margin account carried as a Securities Account are protected by SIPC. You should refer to the above paragraph or to the SIPC website, <http://www.sipc.org> for more information regarding SIPC coverage.

As permitted by Applicable Rules, you agree that tastyworks may, in its sole discretion, and without prior notice to you, transfer excess funds or collateral between your Securities and Futures Accounts in such amount as tastyworks deems may reasonably be required to avoid margin calls or to reduce or satisfy any deficit, or other liability. You acknowledge that funds will not be credited to your Account until the funds are actually transferred.

## **28. Payment For Order Flow**

Pursuant to SEC Rule 606, all broker-dealers are required by the Securities and Exchange Commission ("SEC") and Financial Industry Regulatory Authority ("FINRA") to inform their customers of payment for order flow arrangements and practices at the time of account opening and annually thereafter. tastyworks routes orders for execution to unaffiliated broker-dealers who may act as a market-maker or facilitate execution of the orders in other market centers. tastyworks considers a number of factors in evaluating execution quality, including execution price, opportunities for price improvement, order size, the trading characteristics of the security, speed and accuracy of executions, the availability of efficient and reliable order-handling systems and market data, liquidity, the likelihood of execution of limit orders, and execution costs. tastyworks may also use discretion in selecting a particular broker-dealer or market center in which to route customer orders. Price improvement occurs when an order is executed at a price more favorable than the displayed national best bid or national best offer. tastyworks receives monetary remuneration from other-broker dealers or market centers to which orders are routed. Quarterly information regarding the broker-dealers or market centers to which tastyworks routes orders and receives remuneration is available on the tastyworks website at [www.tastyworks.com](http://www.tastyworks.com). The source and amount of such remuneration will be furnished upon written request.

## **29. Anti-Money Laundering And Customer Identification Program**

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.

- Name, Address, Date of birth
- Identification number:
  - U.S. citizen: social security number or employer identification number.
  - Non-U.S. citizen: taxpayer identification number; passport number and country of issuances; alien identification card number; or government-issued identification disclosing nationality, residence and a photograph of you.

tastyworks reserves the right to collect other information and identifying documents to aid in verifying your identity, such as, but not limited to, a valid, non-expired form of government issued photo identification (i.e. driver's license or passport). For verification purposes, tastyworks may also utilize a third-party information provider and/or service.

A corporation, partnership, trust or other legal entity opening an account will need to provide a valid taxpayer identification number ("TIN"), and may need to provide other and/or additional information such as, but not limited to, its principal place of business, local office, government-issued business license, certified articles of incorporation, a partnership agreement, or a trust agreement. Due to the nature of the account type, tastyworks will not open private banking accounts at this time.

The rules set forth by the U.S. Department of Treasury, SEC, Commodities Futures Trading Commission ("CFTC"), FINRA, and the National Futures Association ("NFA") may also require tastyworks to collect additional information such as your net worth, annual income, occupation, employment information, investment experience, investment objectives, and risk tolerance.

tastyworks reserves the right to not open an account or carry out transactions for you if your identity cannot be verified. If you have an existing Account, tastyworks reserves the right to close the Account at any point in time if your identity cannot be verified as part of tastyworks' ongoing effort to prevent fraud.

## **30. Arbitration**

**This Agreement contains a predispute arbitration clause. You acknowledge that by executing this Agreement you agree to the following with respect to arbitration:**

- (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) **(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) 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 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.
- (v) The panel of arbitrators may 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.
- (viii) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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: (a) the class certification is denied; or (b) the class is decertified; or (c) 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.

Any controversy, claim (statutory or otherwise), cause of action or other dispute among the parties, whether or not arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved by binding arbitration before a sole, neutral arbitrator (for claims of \$100,000 or less) or a panel of three (3) neutral arbitrators (for claims in excess of \$100,000). The arbitration shall be administered by FINRA pursuant to FINRA's Customer Code of Arbitration Procedure. The arbitration shall exclusively be governed by the Federal Arbitration Act, 9 USC § 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction. The parties shall make reasonable efforts prior to submitting any claim or dispute to arbitration to resolve the matters through mediation. Arbitration proceedings held pursuant to this Agreement shall be conducted at a location determined by the Director of the Office of Dispute Resolution at FINRA. The arbitration panel will determine what amount and portion of the hearing session fees shall be paid by each of the parties.

### **31. Severability**

If any court, arbitration panel, other tribunal, regulatory or self-regulatory agency or body, shall deem any provision or condition of this Agreement invalid or unenforceable, such invalidity or unenforceability shall adhere only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or conditions were not contained herein.

### **32. Headings Are Descriptive**

The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

### **33. Scope And Transferability**

This Agreement shall cover individually and collectively all Accounts which you may open or reopen with tastyworks or Accounts opened with tastyworks that you guarantee and shall insure to the benefit of the Firm's successors whether by merger, consolidation or otherwise, and assigns, and tastyworks may transfer your Accounts to the Firm's successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

You agree that your continued use of the Account will constitute your acceptance of future Agreements and the terms contained therein.

This Agreement contains a predispute arbitration clause. You acknowledge that you have read and understand and agree to be bound by such predispute arbitration clause.

By electronically signing you acknowledge that you have received, read, and understand tastyworks' Customer Agreement and agree to the provisions contained herein. Furthermore, you understand that you are providing tastyworks with a legally binding electronic signature, just as if you had manually signed a hardcopy of the Agreement.

**34. Governing Law**

This Agreement and any claims and disputes between the parties shall be governed by and subject to the internal laws (exclusive of the conflicts of law provisions) and decisions of the courts of the State of Illinois.

**35. Entire Agreement**

This Agreement and all other Agreements governing your tastyworks Securities and Futures Accounts contain the entire understanding between you, tastyworks, and Apex with respect to the subject matter here of and there of, and shall not be modified by you except in writing signed by you and an authorized Officer of tastyworks or Apex, as applicable. tastyworks may amend this Agreement, which amendment shall be binding on you, and post the updated version on its website. Any material change will be sent to your attention, which includes electronic delivery.

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

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

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

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