



A subsidiary of Axos Financial™

# RIA Account Application And Agreement

To open and fund your new investment account(s), please provide all the information requested. Be sure to initial any corrections, cross-outs and white-outs. Any corrections to the Tax ID or SSN will require the submission of a new W9.

**STEP 1. ACCOUNT DETAILS**

Account Title (Name of this account)		
Advisory Firm or Registered Investment Adviser Name		
Account Number	Adviser Rep Code	Open Date (mm/dd/yyyy)

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

If the owner is a non-US Person, the appropriate IRS form W-8 must be provided from the non-US Owner.

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

**STEP 2. PRIMARY ACCOUNT HOLDER INFORMATION**

*NOTE: Primary account holder may include owner, minor, ward, executor or entity.*

*On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.*

**Complete for Accounts Owned by Individuals only – Do not use for authorized parties on Entity accounts (see STEP 3)**

First Name	Middle Initial	Last Name	Social Security Number
Date of Birth (mm/dd/yyyy)	Gender <input type="radio"/> M <input type="radio"/> F <input type="radio"/> No Answer	Marital Status <input type="radio"/> Married <input type="radio"/> Single <input type="radio"/> Divorced <input type="radio"/> Widowed	Dependents Home <input type="radio"/> Own <input type="radio"/> Rent

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

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

**Contact Information**

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
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**Address(es)**

**Legal Address**  
(no PO Box)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Mailing Address**  
(if different from Legal)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Previous Legal Address**  
(if Legal is less than 6 months old)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Citizenship**

Please check only one:  
*Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8*

U.S.  U.S. Resident Alien  Non-Resident Alien

Country of legal and tax resident:  
 U.S  Other (specify) \_\_\_\_\_

**USA Patriot Act Information (Required by Federal Law)**

All applicants must provide the information below and include a copy of one of the following. Non-Resident aliens must also include a completed W-8.  
 Driver's License  Passport  State ID  Foreign Tax ID  Other Government-issued ID

Place/Country of Issuance	ID No:	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
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**Employment and Industry Affiliations**

Employed  Self-Employed  Retired  Unemployed  Homemaker  Student  
*If Employed/Self-Employed is indicated, please complete all employment fields.*  
*If Retired or Unemployed is indicated, please indicate former Occupation.*

Employer Name	Years Employed	Phone Number	Occupation	Business Nature
Employer's Address	City	State	Zip Code	
Country	Province	Foreign Postal Code		

**CONTINUED NEXT PAGE**

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

**Industry and Other Affiliations**

Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:

Yes  No

IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

**Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**

If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

Broker-Dealer or Municipal Securities Dealer  Investment Adviser  
 FINRA or other Self-Regulatory Organization  State or Federal Securities Regulator

Name of Entity(ies): \_\_\_\_\_

Yes  No

**An officer, director or 10% (or more) shareholder in a publicly-owned company?**

**What is your title?**  10% shareholder  CEO  CFO  COO  Other Officer

Name of company and symbol: \_\_\_\_\_

Yes  No

**A senior military, governmental or political official in a non-US country?**

Name of country: \_\_\_\_\_

**STEP 3. SECONDARY ACCOUNT HOLDER INFORMATION**

NOTE: Secondary account holder may include additional account owners, custodian, conservator, guardian or Trustee/Officer. On a UGMA/UTMA account the minor is the primary account holder, the custodian is the secondary account holder.

**Complete for Joint Account Holders, Custodians, Trustees, Authorized Parties**

First Name	Middle Initial	Last Name	Social Security Number
Date of Birth (mm/dd/yyyy)	Gender <input type="radio"/> M <input type="radio"/> F <input type="radio"/> No Answer	Marital Status <input type="radio"/> Married <input type="radio"/> Single <input type="radio"/> Divorced <input type="radio"/> Widowed	Dependents Home <input type="radio"/> Own <input type="radio"/> Rent

**Complete for all Account Types**

**Contact Information**

Home or Mobile Phone	Business Phone	Foreign Phone	Email Address
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**Address(es)**

**Legal Address**  
(no PO Box)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Mailing Address**  
(if different from Legal)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Previous Legal Address**  
(if Legal is less than 6 months old)

Address 1	Address 2	
City	State	Zip Code
Country	Province	Foreign Postal Code

**Citizenship**

Please check only one:

Proof of address is required for each non-US Person and US Citizens living abroad. Non-Resident Alien must provide a valid Government ID and a form W-8

U.S.  U.S. Resident Alien  Non-Resident Alien

Country of legal and tax resident:

U.S.  Other (specify) \_\_\_\_\_

CONTINUED NEXT PAGE

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

**USA Patriot Act Information (Required by Federal Law)**

All applicants must provide the information below. Non-Resident aliens must also include a completed W-8.  
 Driver's License  Passport  State ID  Foreign Tax ID  Other Government-issued ID

Place/Country of Issuance	ID No:	Issue Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)
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**Employment and Industry Affiliations**

Employed  Self-Employed  Retired  Unemployed  Homemaker  Student  
*If Employed/Self-Employed is indicated, please complete all employment fields.*  
*If Retired or Unemployed is indicated, please indicate former Occupation.*

Employer Name	Years Employed	Phone Number	Occupation	Business Nature
Employer's Address	City	State	Zip Code	
Country	Province	Foreign Postal Code		

**Industry and Other Affiliations**

*Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or dependents:*

Yes  No  
 IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL

**Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, branch manager, registered representative or other associated person of a broker-dealer firm) or a financial services regulator?**  
 If yes, please specify entity below. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this Application).  
 Broker-Dealer or Municipal Securities Dealer  Investment Adviser  
 FINRA or other Self-Regulatory Organization  State or Federal Securities Regulator  
 Name of Entity(ies): \_\_\_\_\_

Yes  No  
**An officer, director or 10% (or more) shareholder in a publicly-owned company?**  
**What is your title?**  10% shareholder  CEO  CFO  COO  Other Officer  
 Name of company and symbol: \_\_\_\_\_

Yes  No  
**A senior military, governmental or political official in a non-US country?**  
 Name of country: \_\_\_\_\_

**STEP 4. ACCOUNT FUNDING AND FEATURES**

**Initial Funding Source**

What is the **initial** source of funds for this account? If you are transferring assets from another financial institution, please indicate the origin of those investments.

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

**Money Fund Instructions**

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

**Disclaimer:** By initialing this document, I represent my consent and authorization to participate in the chosen Sweep Program. I acknowledge that I have read and understand the terms and conditions of the Sweep Program included in the Customer Agreement. **(INITIALS REQUIRED)**

**Dividend Standing Instructions**

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

**Trading Privileges**

<input type="checkbox"/> Cash	
<input type="checkbox"/> Margin (not available for all account types)	I understand that margin privileges are granted by Axos Clearing LLC in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Margin Account Agreement is also required.
<input type="checkbox"/> Options (not available for all account types)	I understand that option privileges are granted by Axos Clearing LLC in its sole discretion under the Terms and Conditions of this Account Application and Agreement. A separate Option Account Agreement is also required.

**STEP 5. ACCOUNT INVESTMENT PROFILE**

Annual Income \$ _____	Net Worth \$ _____	Liquid Net Worth \$ _____	Risk Tolerance	Tax Bracket
<input type="radio"/> Under \$25,000 <input type="radio"/> \$25,001 - \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$200,000 <input type="radio"/> \$200,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> Over \$1 million	<b>(excluding residence)</b> <input type="radio"/> Under \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> \$1,000,001 - \$3 million <input type="radio"/> Over \$3 million	<input type="radio"/> Under \$25,000 <input type="radio"/> \$25,001 - \$50,000 <input type="radio"/> \$50,001 - \$100,000 <input type="radio"/> \$100,001 - \$200,000 <input type="radio"/> \$200,001 - \$500,000 <input type="radio"/> \$500,001 - \$1 million <input type="radio"/> \$1,000,001 - \$3 million <input type="radio"/> Over \$3 million	<input type="radio"/> Low <input type="radio"/> Moderate <input type="radio"/> Aggressive <input type="radio"/> Speculative	<input type="radio"/> 0% <input type="radio"/> 10% <input type="radio"/> 12% <input type="radio"/> 22% <input type="radio"/> 24% <input type="radio"/> 32% <input type="radio"/> 35% <input type="radio"/> 37%
<b>Investment Objective</b>				
<input type="radio"/> <b>Current Income (A)</b> - Preservation of capital with a primary consideration on current income <input type="radio"/> <b>Balanced (F)</b> - A balance between capital appreciation and current income with the primary consideration being current income <input type="radio"/> <b>Growth &amp; Income (G)</b> - A balance between capital appreciation and current income with the primary consideration being capital appreciation		<input type="radio"/> <b>Growth (H)</b> - Capital appreciation through quality equity investment and little or no income <input type="radio"/> <b>Maximum Growth (I)</b> - Maximum capital appreciation with higher risk and little to no income. <input type="radio"/> <b>Speculation (J)</b> - Maximum total return potential, involving a higher degree of risk through investment in a broad spectrum of securities.		

**STEP 6. TRUSTED CONTACT**

By choosing to provide information for a Trusted Contact Person ("TCP"), you authorize your Adviser to contact and to disclose information about you and your account(s) to the TCP:

- Provide the TCP with information about you or your account(s), but does not provide the TCP with the ability to transact on your account(s)
- Inquire about your current contact information or health status
- Inquire if another person or entity has legal authority to act on your behalf (e.g. legal guardian or conservator, executor, trustee, or holder of a power of attorney)

The TCP must be at least 18 years old, must be someone other than an account owner and cannot be your Investment Advisor and or your Adviser. The Adviser may provide the TCP information about you or your account(s), but does not allow the TCP the ability to transact on your account(s).

I decline to identify a Trusted Contact at this time.

Name (First, Middle Initial, Last)	Relationship	
Primary Telephone Number	Email Address	
Mailing Address		
City	State	Zip Code
Country	Province	Foreign Postal Code

**STEP 7. CONFIRMATION AND STATEMENT PREFERENCES**

You will receive monthly account statements, trade confirmations, tax statements and shareholder communications electronically, unless you select the paper delivery option below.

If a valid email address is not provided or if the email address provided is returned as undeliverable, Axos Clearing will send these documents via U.S. Mail.

**Account Statement/Trade Confirmations/Tax Forms/Shareholder Communications:**

Paper Delivery Option

Unless you check this box, Axos Clearing will provide your name to corporations whose securities you hold in your account for additional corporate communications.

CONTINUED NEXT PAGE

**STEP 8. DUPLICATE STATEMENTS & CONFIRMS FOR AN INTERESTED PARTY**

If you would like to provide duplicate paper statements and/or duplicate paper trade confirmations to an interested party, please complete the information below:			
Please check all that apply <input type="radio"/> Statements <input type="radio"/> Trade Confirmations <input type="radio"/> Tax Forms			
Name:		Company Name (if any):	
Street Address:	City:	State:	ZIP Code:
Country	Province	Foreign Postal Code	

**STEP 9. LIMITED POWER OF ATTORNEY**

<p><b>LIMITED TO PURCHASE AND SALE OF SECURITIES, INCLUDING THE TRADING OF OPTIONS, IF APPLICABLE.</b></p> <p>By initialing immediately below in this Step 8, you hereby appoint the Advisory Firm or individual named herein as your adviser and attorney-in-fact ("Advisor"), to buy, sell (including short sales), and trade in stocks, bonds, and any other securities and/or contracts relating to the same on margin (if you have signed a margin agreement) or otherwise in accordance with the RIA Customer Agreement applicable to this account held in your name, or number on our books, without notice to you. Your Adviser is authorized to affect such transactions in your account via any available medium, electronic access or otherwise, including but not limited to electronic access via personal computer or phone.</p> <p>If you have signed an options agreement, your Adviser is specifically authorized to effect options transactions in your account, including uncovered options transactions or to uncover a covered options position for your account, as such terms are defined in the booklet "Characteristics and Risks of Standardized Options," a copy of which you have received.</p> <p>You hereby agree to indemnify and hold harmless Axos Clearing LLC ("Axos Clearing"), its affiliates and their directors, officers, employees, and advisers from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or related to reliance on this authorization and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon. In all such purchases, sales, or trades, Axos Clearing is authorized to follow the instructions of your Adviser in every respect concerning your account with Axos Clearing; and your Adviser is authorized to act for you and on your behalf in the same manner and with the same force and effect as you might or could do with respect to such purchases, sales, or trades, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales, or trades, including without limitation the delivery of securities or monies from the account in the Account Owner(s) name and the provision of securities cost basis method selection and/or information for purposes of cost basis or tax reporting.</p> <p>You hereby ratify and confirm any and all transactions with Axos Clearing heretofore or hereafter made by your Adviser for your account. This authorization and indemnity is in addition to, and in no way limits or restricts, any rights which Axos Clearing may have under any other agreement or agreements between you and Axos Clearing.</p> <p>If this is a fiduciary account, Account Owner(s) affirm(s) that this grant of limited trading authority has been conferred consistent with any fiduciary duties or powers of Account Owner(s).</p> <p>This authorization is a continuing one and shall remain in full force and effect until (i) we are notified by a written notice delivered to Axos Clearing of your death or incapacity or (ii) you change or revoke this authorization by a written notice to Axos Clearing. We shall have no duty of inquiry. Until we receive such written revocation, we are entitled to act in reliance on this authorization and indemnity. Any revocation of this authorization shall have no effect on any liability which results from transactions initiated before we receive written notice of revocation. This authorization and indemnity shall inure to the benefit of our firm and of any successor firm or firms, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of our present firm or any successor firms.</p> <p><b>You have carefully read this power of attorney and indemnity and understand that it authorizes your Adviser named herein to exercise rights and powers over your accounts as if you had exercised them yourself and that your Adviser's actions and instructions with respect to your accounts are fully binding on you.</b></p> <p><b>You also understand and agree that Axos Clearing has no duty or responsibility to monitor trading in your accounts by your Adviser or to notify you prior to accepting instructions. You agree to have your Adviser receive duplicate statements and trade confirmations.</b></p> <p>Please initial to indicate your approval. (if joint account, both parties must initial)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Primary Account Owner Initials:</td> <td style="width: 25%; padding: 5px;">Joint Account Owner Initials:</td> <td style="padding: 5px;">I hereby authorize the Adviser identified herein to execute trades in my account.</td> </tr> </table>	Primary Account Owner Initials:	Joint Account Owner Initials:	I hereby authorize the Adviser identified herein to execute trades in my account.
Primary Account Owner Initials:	Joint Account Owner Initials:	I hereby authorize the Adviser identified herein to execute trades in my account.	

**STEP 10. AUTHORIZATION TO PAY FEES TO ADVISER**

<p>By your initials in Section 9, and to the extent indicated herein, You hereby authorize Axos Clearing to pay Adviser from your account the Adviser's management fees as invoiced by Adviser. You also authorize Axos Clearing to liquidate shares of any money market mutual fund you may hold in your account to the extent necessary to pay such fees. Axos Clearing shall rely on Adviser's invoices and have no responsibility for the calculation or verification of fees.</p> <p>You will indemnify and hold Axos Clearing and its affiliates, directors, officers, employees, successors, and assigns harmless from all losses, claims, damages, liabilities, and costs, including attorneys' fees, which Axos Clearing may incur by relying upon representation from your designated Adviser or upon you making this authorization.</p> <p>This authorization will remain in full force and effect until revoked by you by a written notice addressed and delivered to Axos Clearing.</p> <p>Please initial to indicate your approval. (if joint account, both parties must initial)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">Primary Account Owner Initials:</td> <td style="width: 25%; padding: 5px;">Joint Account Owner Initials:</td> <td style="padding: 5px;">I hereby authorize Axos Clearing to pay my Adviser's fee from my account as directed by my Adviser.</td> </tr> </table>	Primary Account Owner Initials:	Joint Account Owner Initials:	I hereby authorize Axos Clearing to pay my Adviser's fee from my account as directed by my Adviser.
Primary Account Owner Initials:	Joint Account Owner Initials:	I hereby authorize Axos Clearing to pay my Adviser's fee from my account as directed by my Adviser.	

**STEP 11. W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a US citizen or other US person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Definition of a US Person**

For federal tax purposes, you are considered a US person if you are:

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

**Certification instructions.**

You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement ("IRA"), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. If you are an exempt payee (if you are unsure, please consult your tax professional), enter your exempt payee code (if any) here: \_\_\_\_\_

If you are exempt from FATCA reporting (if you are unsure, please consult your tax professional), enter your exemption from FATCA reporting code (if any) here: \_\_\_\_\_

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT SECURITIES NOT FULLY PAID FOR MAY BE LOANED TO AXOS CLEARING LLC OR LOANED OUT TO OTHERS.**

**PLEASE NOTE THAT THIS ACCOUNT APPLICATION AND AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT IN THE TERMS AND CONDITIONS ACCOMPANYING THIS ACCOUNT APPLICATION AND AGREEMENT, WHICH GOVERNS DISPUTES YOU MAY HAVE WITH AXOS CLEARING LLC. YOU ACKNOWLEDGE RECEIVING A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT. SHOULD YOU HAVE A DISPUTE WITH YOUR ADVISER, PLEASE REFER TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT WITH YOUR ADVISER TO DETERMINE HOW IT REQUIRES RESOLUTION OF ANY SUCH DISPUTES.**

**STEP 12. SIGNATURES**

*To help the government fight the funding of terrorism and money laundering activities, federal laws require all financial organizations to obtain, verify and record information that identifies each person who opens an account. That means that Axos Clearing will ask for your name, address, date of birth and other information that will allow us to identify you. We may also require a copy of your driver's license or other government-issued identifying document.*

By signing this Account Application and Agreement, you affirm that you are of full legal age in the state of jurisdiction in which you reside and have the capacity to be bound by the terms and conditions of this Account Application and Agreement. You further affirm that you have read, understood and agree to the Terms and Conditions attached to this Account Application and Agreement.

**ACCOUNT HOLDER/TRUSTEE/CORPORATE OFFICER SIGNATURE**

Account Owner Signature <b>x</b>	Print Name	Date
Account Co-Owner Signature <b>x</b>	Print Name	Date

**APPROVALS**

Adviser Signature <b>x</b>	Print Name	Date
General Principal Signature <b>x</b>	Print Name	Date

**INVESTMENT PRODUCTS: NOT FDIC INSURED \* NO BANK GUARANTEE \* MAY LOSE VALUE**

## CUSTOMER RIA ACCOUNT AGREEMENT AND ADVISER AUTHORIZATION

This RIA Customer Agreement (“RIA Agreement”) sets forth the Terms and Conditions that govern Your RIA account (the “RIA Account”) with Axos Clearing LLC, Member SIPC. Throughout this Agreement, “Axos Clearing” means Axos Clearing LLC, its successors and assigns and “You”, “Your”, and/or “Customer” means the beneficial owner(s) of the RIA Account.

In consideration of Axos Clearing opening, carrying, and/or serving as custodian for one or more RIA Accounts on Your behalf, You hereby agree as follows with respect to the RIA Account, which You have established with Axos Clearing for the purchase, sale, and/or carrying of securities or contracts relating thereto and/or the borrowing of funds, at the instruction of Your registered investment adviser as authorized by You in the RIA Account Application (“Adviser”), which transactions will be cleared through Axos Clearing.

- Applicable Rules and Regulations.** All transactions for the RIA Account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this RIA Agreement.
- Definitions.** “Obligations” means all indebtedness, debit balances, liabilities, or other obligations of any kind of You to Axos Clearing, whether now existing or hereafter arising. “Assets” shall include, but shall not be limited to, money, securities, commodities, or other property of every kind and nature and all contracts and options relating to them in any way, whether for present or future delivery.
- Adviser Agreement.** You represent that You have entered into a separate agreement directly with Adviser (the “Adviser Agreement”) authorizing Adviser to manage the RIA Account, including executing trades, appointing sub-Advisers, depositing or withdrawing funds to and from the RIA Account, requesting information, receiving RIA Account statements and confirmations, changing certain of Your information, and generally transacting in and managing the RIA Account. You understand that Adviser has entered into an agreement with Axos Clearing pursuant to which Axos Clearing is willing to grant access to Adviser for Adviser to manage accounts for Adviser’s customers who open brokerage accounts at Axos Clearing for Adviser to manage. You authorize Adviser to establish relationships with Axos Clearing and to appoint and use other sub-agents on the RIA Account at Adviser’s discretion. Should Adviser appoint a sub-agent to the RIA Account, Axos Clearing shall be entitled to rely on and execute any instructions from that sub-agent as if they were given directly by Adviser.
- Axos Clearing’s Role and Appointment.** You appoint Axos Clearing as custodian to carry the RIA Account and to execute Adviser’s instructions relating to the RIA Account. You agree Axos Clearing may execute, clear, and settle any transaction in the RIA Account at the instruction of Adviser and may accept and execute any instruction relating to the RIA Account without inquiry or investigation. You agree to hold Axos Clearing harmless from and against any losses, costs or expenses arising out of or relating to the delivery or receipt of any such instruction(s), provided Axos has acted in accordance with any such instruction(s). You assume all investment risk with the RIA Account and with authorizing Adviser to transact for the RIA Account. You understand all transactions in the RIA Account will be executed by Axos Clearing only at the instruction of Adviser acting pursuant to the Adviser Agreement, and that Axos Clearing’s role is only to hold or custody RIA Account Assets, distribute or collect funds on behalf of the RIA Account, execute and clear trades at the instruction of Adviser, generate account statements, and provide other custodial and clearing services as may be mandated by various regulatory standards and requirements. You understand Axos Clearing does not and will not offer investment advice, review the RIA Account or transactions therein, make any determination of Your suitability for any transaction or investment, will have no responsibility for trades made or activity in the RIA Account, and has no discretion over transactions in or decisions made on behalf of You or the RIA Account. You acknowledge that Adviser provides and is solely responsible for all investment advice and investment Advisory services given in connection with the RIA Account. Additionally, Axos Clearing will not verify the accuracy of any management fees You pay to Adviser pursuant to the terms of the Adviser Agreement. Notwithstanding the foregoing, in the event You initiate a claim against Axos Clearing, in Axos Clearing’s capacity as custodial broker or otherwise, and does not prevail, you shall be responsible for the costs and expenses associated with Axos Clearing’s defense of such claim. Axos Clearing may, in its sole and absolute discretion, and without prior notice to You or Adviser, transact, restrict, or refuse any orders placed in the RIA Account.
- Adviser Fee and Charges.** You will pay fees to Adviser for its services in accordance with the Adviser Agreement (each such payment an “Adviser Fee”). You authorize and instruct Axos Clearing to deduct the Adviser Fee directly from the RIA Account and pay it to Adviser. You agree and acknowledges that Adviser will instruct Axos Clearing of the amount to deduct and pay to Adviser, and You agree to hold harmless Axos Clearing in any dispute related to the amount of any Adviser Fee. Axos Clearing may also charge, and You authorize Axos Clearing to deduct from the RIA Account, fees for services performed by Axos Clearing at Your or Adviser’s instruction, including, but not limited to, transactions, preparation and delivery of paper statements and confirmations, rejected payments, and wire transfers. You acknowledge per the agreement between Adviser and Axos Clearing that Adviser may pay Axos Clearing fees directly for Axos Clearing’s services provided. Regardless of the method used to calculate fees charged by Axos Clearing to Adviser, You understand that Axos Clearing is not an Adviser and will not act as an Adviser on the RIA Account. Additionally, the Adviser Fee may not include underlying ETF or mutual fund expenses, which are standard expenses that shareholders pay in accordance with such funds’ prospectus, in which case Axos Clearing shall be entitled to deduct such fees from the RIA Account.



6. **Breach; Security Interest.** Whenever in Axos Clearing's discretion Axos Clearing considers it necessary for Axos Clearing's, Adviser's, or Your protection or in the event of, but not limited to: (i) any breach by You of this or any agreement with Axos Clearing or Adviser or (ii) Your failure to pay for Assets purchased or deliver Assets sold, Axos Clearing may sell any and all Assets held in the RIA Account or any other account in Your name (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any Assets and/or borrow or buy-in any Assets required to make delivery against any sale, including a short sale, effected for You, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by You, and/or Axos Clearing may require You to deposit cash or adequate collateral to the RIA Account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. Axos Clearing has the right to refuse to execute transactions for You or Adviser at any time and for any reason. Any and all Assets belonging to You or in which You may have an interest held by Axos Clearing or carried in any of Your accounts with Axos Clearing (either individually or jointly with others) shall be subject to a continuing and perfected first priority lien and security interest and right of set-off held by Axos Clearing for the discharge of and all indebtedness or obligation You may have to Axos Clearing, and will be held as security for payment of any liability or indebtedness in the RIA Account or any of Your accounts with Axos Clearing, wherever or however arising and without regard to whether or not Axos Clearing has made advances with respect to such Assets, and Axos Clearing is hereby authorized to sell and/or purchase any and all Assets in any of Your accounts, and/or to transfer any such Assets among any of Your accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by Axos Clearing in the (i) collection of a debit balance and/or any unpaid deficiency in the RIA Account or any accounts of Yours with Axos Clearing or (ii) defense of any matter arising out of the Your or Adviser's transactions, shall be payable to Axos Clearing by You. You understand that because of circumstances beyond Axos Clearing's control, Your voting rights may be impaired. For example, if the stock of a company that one Axos Clearing customer has purchased has not yet been received from the seller(s), then a different Axos Clearing customer's abilities to vote that company's stock could be impaired until those shares are received by Axos Clearing. In addition, if the stock of a company that You have purchased has not yet been received from the seller(s), then payments received by You, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.
7. **Cancellation.** Axos Clearing is authorized, in its sole discretion, should it for any reason whatsoever deem it necessary for its protection, without any notice, to cancel any outstanding order, to close the RIA Account or any accounts of Yours at Axos Clearing, in whole or in part, or to close out any commitment made on behalf of You. You also authorize Axos Clearing to terminate the RIA Account with or without Adviser's instruction without notice to You.
8. **Payment of Indebtedness on Demand.** You shall at all times be liable for payment upon demand of any obligations owing from You to Axos Clearing and You shall be liable to Axos Clearing for any deficiency remaining in the RIA Account or in any other accounts of Yours at Axos Clearing in the event of the liquidation thereof (as contemplated by this Agreement or otherwise), in whole or in part, by Axos Clearing, Adviser, or You. You shall make payment of such obligations immediately upon demand.
9. **Communications.** Axos Clearing may send communications to You at Your address on the RIA Account Application or at such other address as Adviser may hereafter give to Axos Clearing on Your behalf. All communications so sent, whether by mail, electronically, or otherwise, shall be deemed given to You personally, whether actually received or not. You shall be responsible for reviewing all statements and confirmations concerning the RIA Account as well as communications sent by Axos Clearing. Your statements shall be conclusive if not objected to in writing by You within ten (10) calendar days and confirmations shall be conclusive if not objected to in writing by You within five (5) calendar days, after forwarding by Axos Clearing by mail or otherwise. In consideration of Axos Clearing sending any mail to You in care of a post office box or third-party address, You hereby agree that all correspondence of any nature whatsoever sent to You at such address will have the same force and effect as if it had been delivered to You personally.
10. **Telephone Recordings.** You understand and agree that any telephone conversation with You will or may be recorded for accuracy and You consent to such recording.
11. **Oral Authorization.** You agree that Axos Clearing shall be entitled to act upon any oral instructions given by You so long as Axos Clearing reasonably believes such instruction was actually given by You.
12. **Sell Orders; Deliveries and Settlements.** Unless otherwise specifically designated, any order directing the sale of an Asset shall be deemed to be a "long" sale, and in connection with any such order, You represent that You are the owner of the Asset subject of such order and agree to deliver the Asset to Axos Clearing in negotiable form on or before the settlement date. In the event that You fail to deliver the Asset to Axos Clearing by the close of business on the settlement date, Axos Clearing is authorized, in its discretion and without notice to You, to (i) delay settlement, (ii) purchase comparable Asset to cover Your position, or (iii) cancel the transaction. Axos Clearing may also charge any loss (including Interest), commission and fees to Your RIA Account.
13. **Buy Orders; Settlements.** When You have directed that Asset be purchased, You agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that You fail to provide sufficient funds, Axos Clearing may, at Axos Clearing's option and without notice to You, (i) charge a reasonable rate of interest, (ii) liquidate the Asset subject of the buy order, or (iii) sell other Asset owned by You and held in any account. Axos Clearing may also charge any consequential loss to Your RIA Account.
14. **Distributions.** In the event that You sell a security prior to its ex-dividend/distribution date, and You receive the related cash/stock dividend or distribution in error, You direct Axos Clearing on Your behalf to pay such dividend/distribution to the entitled purchaser

of the securities You sold, and You guarantee to promptly reimburse Axos Clearing for, or deliver to Axos Clearing, said dividend or distribution.

15. **Mutual Fund Transactions.** In the event that You purchase or hold a mutual fund, You agree to read and understand the terms of its prospectus. You understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. You further understand that any mutual fund order entered with Axos Clearing is placed by Axos Clearing on a best efforts basis as prescribed and recognized by the individual fund, and that Axos Clearing is not responsible for unexecuted orders due to the failure of any communication system. You agree to be fully responsible for the information contained within the mutual fund prospectus and to hold Axos Clearing harmless for any deficiencies contained therein. You authorize Axos Clearing to act as Your agent in the purchase and redemption of fund shares.
16. **Effect of Attachment or Sequestration of Accounts.** Axos Clearing shall not be liable for refusing to obey any orders given by or for You with respect to any account(s) that has or have been subject to an attachment or sequestration in any legal proceeding against You, and Axos Clearing shall be under no obligation to contest the validity of any such attachment or sequestration.
17. **Event of Death.** It is further agreed that in the event of Your death or the death of one of the joint account holders, the representative of Your estate or the survivor or survivors shall immediately give Axos Clearing written notice thereof, and Axos Clearing may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the account as Axos Clearing may deem advisable to protect Axos Clearing against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of Your death or the death of one of the joint account holders, all open orders shall be canceled, but Axos Clearing shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Axos Clearing may in its discretion close out any or all of Your accounts without awaiting the appointment of a personal representative for Your estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue liable, jointly and severally, to Axos Clearing for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Axos Clearing of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Such notice shall not affect Axos Clearing's rights under this Agreement to take any action that Axos Clearing could have taken if You had not died.
18. **Tax Reporting.** The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
19. **ARBITRATION AGREEMENT.** The following general provisions apply to all arbitrations pursuant to this section:
  - a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - c. Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - d. The arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings of the arbitrators is strictly limited. The arbitrators do not have to explain the reason(s) for their award.
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
  - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement
  - h. This Arbitration Agreement should be read in conjunction with the disclosures above. Any and all controversies, disputes or claims between or among Axos Clearing, Adviser, and/or You or their representatives, employees, directors, officers, or control persons, arising out of, in connection with, from, or with respect to (a) any provisions of or the validity of this Agreement or any related agreements, (b) the relationship of the parties hereto, or (c) any controversy arising out of Axos Clearing's business, Adviser's business or Your 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.
  - i. This Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws.
  - j. 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: (1) the class certification is denied; or (2) the class is decertified; or (3) 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.

- k. The venue for all arbitration proceedings arising out of or relating to this Agreement shall be Omaha, Nebraska. By having an account subject to the terms of this Agreement, You acknowledge and accept Omaha as the arbitration hearing location.
- l. This Agreement to arbitrate does not entitle You to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a competent jurisdiction.
20. **Representations.** You represent and warrant that You are of majority age, are not an employee of any exchange, corporation of which any exchange owns a majority of stock, or member of any exchange, member firm, or member corporation registered on any exchange, or of a bank, trust company, insurance company, or of any corporation, firm, or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances, or other forms of commercial paper. If You are a corporation, partnership, trust, or other entity, You represent that Your governing instruments permit this Agreement, that this Agreement has been authorized by all required persons, and that the signatory on the RIA Account Application is authorized to sign on behalf of and bind You. You represent that You shall comply with all applicable laws, rules, and regulations in connection with the RIA Account. You further represent that no one except You have an interest in the RIA Account or other accounts of Yours with Axos Clearing.
21. **Information Accuracy.** You (i) certify that the information and representations contained in this Agreement and any other document or information that has been or will be furnished to Axos Clearing in connection with Your RIA Account is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Axos Clearing to extend credit is a federal crime, (ii) authorize Axos Clearing to contact any individual or firm noted in the documentation You have or will submit to Axos Clearing and use any other normal sources of debit or credit information, (iii) authorize anyone so contacted to furnish such information to Axos Clearing as Axos Clearing may request, and (iv) agree that this Agreement and any other document or information You furnish in connection with Your RIA Account is Axos Clearing's property, as the case may be. You shall promptly advise Axos Clearing of any changes to the information in such agreements, documents, or information. Axos Clearing may retain this Agreement and all other such documents or information and their respective records at Axos Clearing's sole discretion, whether or not credit is extended.
22. **Joint Accounts.** If the RIA Account Application indicates that the RIA Account shall consist of more than one person, Your obligations under this Agreement shall be joint and several among them all. References to "You" or "Customer" shall include each of the customers identified on the RIA Account Application. Axos Clearing may rely on transfer or other instructions from Adviser or any one of the Customers in a joint account, and such instructions shall be binding on each Customer. Axos Clearing may deliver Assets, and send confirmations, notices, statements and communications of every kind to any one of the Customers, and such action shall be binding on each Customer. Notwithstanding the foregoing, Axos Clearing is authorized in its sole discretion to require joint action by some or all Customers with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety accounts are not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.
23. **Other Agreements.** If Your trade any options, You agree to be bound by the terms of your Options Agreement. You understand that copies of these agreements, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between You and Axos Clearing.
24. **Data Not Guaranteed.** You expressly agree that any data or online reports is provided to You without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by Axos Clearing is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Axos Clearing or any of its affiliates be liable to Your or any third party for the accuracy, timeliness, or completeness of any information made available to You or for any decision made or taken by You in reliance upon such information. In no event shall Axos Clearing or its affiliated entities be liable for any special, incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.
25. **Payment for Order Flow Disclosure.** Depending on the security traded and absent specific direction from You, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. Axos Clearing may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to Your transactions will be furnished upon written request.
26. **Credit Check.** You authorize Axos Clearing to obtain reports and provide information to others concerning Your creditworthiness and business conduct. Upon Your request, Axos Clearing agrees to provide You a copy of any report so obtained.
27. **Fees and Charges.** You understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. You agree to pay such commissions and fees at the then prevailing rate. You acknowledge that the prevailing rate of commissions and fees may change, and that change may occur without notice. You agree to be bound by such changes. You specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the RIA Account. Interest due on the RIA Account is payable on demand. In the case of any stock borrow You request, You

understand and agree that Axos Clearing may charge You borrow rates that it determines in its sole discretion and which Axos Clearing will disclose upon request to You or Your Adviser. You also agree to pay such expenses incurred by Axos Clearing in connection with collection of any unpaid balance due on Your RIA Account, including, but not limited to, attorney's fees allowed by law.

28. **Prohibition on Freeriding.** In a cash account, a customer must pay for the purchase of a security before selling it. If a customer buys and sells a security before paying for it, the customer is engaging in an activity that is prohibited by federal regulations and which is called freeriding. Accordingly, You understand and agree that if You purchase securities in a cash account and sell them before payment is received by Axos Clearing, Axos Clearing will place that account on restricted status for a period of 90 calendar days following the trade date for a first offense, 180 days for a second offense, and 1 year for a third offense, or place other restrictions as required or permitted by law or regulation. During any period of restriction, unless Your cash account contains funds in advance of the trade sufficient to pay for any new purchase in full, You agree that You will not be permitted to purchase or sell any new securities in that account. You agree that Axos Clearing will cancel or remove any trades from Your cash account that are made in violation of these or any other legal or regulatory prohibitions on freeriding. Axos Clearing and You agree that nothing stated in this Section constitutes a modification of any laws or regulations to which Axos Clearing and You are subject.
29. **Miscellaneous.** If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of New York and shall cover individually and collectively all accounts which You have previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by Axos Clearing's authorized representative. This Agreement and all provisions shall inure to the benefit of Axos Clearing and its successors, whether by merger, consolidation or otherwise, Axos Clearing's assigns, and all other persons specified in Section 19. Axos Clearing shall not be liable for losses caused directly or indirectly by any events beyond Axos Clearing's reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You agree to indemnify and hold Axos Clearing harmless from any loss, damage or liability arising out of any transaction in which Axos Clearing acts, directly or indirectly, as Your agent, absent any willful or grossly negligent conduct by Axos Clearing. Axos Clearing may transfer Your accounts to Axos Clearing's successors and assigns. This Agreement shall be binding upon You and Your heirs, executors, administrators, successors and assigns. Failure to insist on strict compliance with this Agreement is not considered a waiver of Axos Clearing's rights under this Agreement. At Axos Clearing's discretion, it may terminate this Agreement at any time on notice to You and the You will continue to be responsible for any obligation incurred by Your prior to termination. You may not assign Your rights or delegate Your obligations under this Agreement, in whole or in part, without Axos Clearing's prior consent.
30. **SIPC Protection.** Axos Clearing is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. Axos Clearing has acquired an additional \$24.5 million coverage through a third-party insurance company. This brings the total protection to \$25 million with a limitation of \$1 million on claims for cash balances for each client (as defined by SIPC rules). You understand that such coverage does not include transactions or trading losses or declines in the value of securities.
31. **Insured Deposit Program.** If You elect to participate in Axos Clearing's Insured Deposit Program, You acknowledge and agrees that: (a) You have read and understand the Insured Deposit Program terms and conditions and are aware of the products available in the Insured Deposit Program; (b) Axos Clearing may make changes to its Insured Deposit Program at any time, in its sole discretion and with or without notice to You; (c) the free credit balances in Your RIA Account may begin being included in the Insured Deposit Program upon Account opening; and (d) Axos Clearing has no obligation to monitor the Insured Deposit Program You or Your RIA have elected or to make recommendations about, or changes to, the Insured Deposit Program that might be beneficial to You.
32. **Fully-Paid Securities Lending Program.** If You elect to participate in a fully-paid securities lending program that may be offered by Axos Clearing, You acknowledge and agree that: (a) You have read and understand the disclosures regarding participation in any fully-paid securities lending program Axos Clearing may offer; (b) You have determined that participation in any such program is appropriate for You after considering Your financial situation and needs, tax status, investment objectives, investment horizon, liquidity needs, risk tolerance, and any other relevant information; (c) You have been provided and have read, understand, and executed any agreements required to participate in any such program offered by Axos Clearing and returned them to Axos Clearing.

BY AGREEING TO OPEN AN RIA ACCOUNT WITH AXOS CLEARING AND/OR HAVE MY ACCOUNT CARRIED OR CUSTODIED BY AXOS CLEARING, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE/ARBITRATION CLAUSE AT SECTION 19 OF PAGE 3.



A subsidiary of Axos Financial™

## PRIVACY NOTICE

FACTS	WHAT DOES AXOS CLEARING LLC (“AXOS CLEARING”) DO WITH YOUR PERSONAL INFORMATION?
<b>Who?</b>	Axos Clearing provides execution and custody services to your account. Examples of these services include but are not limited to: facilitation of trade execution, custody services, and other back office operations. The nature of these services requires Axos Clearing to receive and retain nonpublic personal information.
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Axos Clearing is committed to protecting the privacy of all nonpublic personal information that it receives. Federal law also requires us to tell you how we collect, share, and protect your personal information. <b>Please read this notice carefully to understand what we do.</b>
<b>What?</b>	We collect your personal information from you and your Registered Investment Adviser (“Adviser”) in order to provide the services necessary to maintain your account. The types of personal information we collect, and share may include, but are not limited to: <ul style="list-style-type: none"> <li>• Personal information, such as, Social Security number and date of birth</li> <li>• Financial information, such as, account balances, positions and transactions, income, and net worth</li> <li>• Contact information, such as, phone numbers and email addresses</li> <li>• Demographic information, such as, gender, education, and occupation</li> </ul>
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday businesses. In the section below, we list the reasons financial companies like Axos Clearing can share customers’ personal information, whether Axos Clearing generally shares, and whether you can limit this sharing. If you are no longer customer of an Adviser for which we provided services, we may nevertheless continue to share your information as described in this notice.

Reasons We Can Share Your Personal Information	Does Axos Clearing share?	Can you limit this sharing?
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our non-affiliates’ everyday business purposes</b> Axos Clearing may enter into contracts with certain nonaffiliated third parties to assist in servicing your account	Yes	No
<b>For our marketing purposes</b> To offer our products and service to your Adviser	Yes	Yes
<b>For our affiliates’ everyday business purposes</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> Information about your creditworthiness	No	We Do Not Share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>Questions?</b>	To discuss your options to limit our sharing of your personal information, please call 866-774-0218 or email <a href="mailto:ria@axosclearing.com">ria@axosclearing.com</a>	



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## PRIVACY NOTICE

<b>Who We Are</b>	
Who is providing this notice?	Axos Clearing LLC; 1200 Landmark Center, Ste. 800; Omaha, NE 68102-1916
<b>What We Do</b>	
How Does Axos Clearing Protect My Personal Information?	To protect your personal information from unauthorized access and use, Axos Clearing maintains physical, electronic, and procedural safeguards in accordance with industry and legal standards.
How Does Axos Clearing Collect My Personal Information?	<p>Axos Clearing may collect information:</p> <ul style="list-style-type: none"> <li>• Directly from you or your Adviser on applications or other forms;</li> <li>• About your account transactions with your Adviser, such as account balances, positions, and activity;</li> <li>• From consumer and credit reporting agencies;</li> <li>• Received from other sources with your consent or the consent of your Adviser.</li> </ul>
Why can't I Limit All Sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include, but are not limited to;</p> <ul style="list-style-type: none"> <li>• Axos Bank, N.A. also known as UFB Direct;</li> <li>• Axos Invest, Inc.</li> <li>• Axos Invest LLC</li> </ul>
Non-Affiliates	<p>Companies NOT related by common ownership or control. They can be financial and nonfinancial companies.</p>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include finance companies, mortgage companies, insurance companies and investment companies.</p>