

Effective Date: August 7, 2024

## CUSTOMER AGREEMENT

The following is a legally binding agreement (“the Agreement”) between you and RQD\* Clearing, LLC (“RQD”) with regard to your Account. Please review this Agreement as it contains important information regarding your Account with RQD. Please keep a copy of this Agreement for your records.

### Definitions

“Account” means any securities account you open with RQD.

“Customer,” “you,” “your,” or “yours” means the undersigned and any other actual or beneficial owner of property in the Account.

“Financial Information” means financial market data, quotes, news, or other financial information.

“Introducing Broker” means a broker/dealer that utilizes RQD to perform clearing services on its behalf.

“RQD,” “we,” “us,” or “our” refers to RQD\* Clearing, LLC.

“Securities and other property” means securities or other property, held, carried, or maintained by RQD, in RQD’s possession and control, for any purpose, in your Account.

“Securities and other property” includes, without limitation, money, securities, and financial instruments of every kind and nature, and related contracts and options.

### Relationship with RQD

It is essential that you understand your Account and relationship with RQD before you start using your Account. RQD, as a clearing firm, holds cash, securities, and other eligible assets as custodian for your Account. Make sure that you understand this Agreement and the other documents and disclosures provided to you by Introducing Broker. You may review RQD’s disclosures and privacy policy, which are available online at <https://www.rqdclearing.com/>. By signing this Agreement you acknowledge that you have read, understand, and agree to RQD’s disclosures.

RQD is not affiliated with Introducing Broker and is not responsible for reviewing activity in your Account. RQD has no responsibility or liability for ensuring that Introducing Broker is acting consistent with its authority pursuant to any agreement it maintains with you. RQD is also not responsible for any conduct of Introducing Broker.

RQD charges fees to your Introducing Broker for the services we offer. Introducing Broker may charge you fees for its services pursuant to an agreement with you.

### Relationship with Introducing Broker

Introducing Broker is responsible for providing services to you as required applicable law and relevant agreements with you and, as applicable, is responsible to you for recommendations, suitability obligations, account monitoring, and customer support. Introducing Broker will also determine what products are available to you, any applicable account maintenance minimums, and charge you fees for its services. Introducing Broker may impose additional restrictions on your relationship and the products or services available to you beyond those delineated in this Agreement. Introducing Broker is responsible for managing its relationship with you. You should consult your agreement with Introducing Broker for further specifics.

## Tax and Account Advice

Neither RQD nor its employees provide any investment, tax, legal, or trading advice, nor does RQD nor its employees solicit orders. Additionally, RQD does not advise you or your Introducing Broker on any matters pertaining to the suitability of any order, offer an opinion, judgment, or other types of information pertaining to the nature, value, potential, or suitability of any particular investment, or review the appropriateness of investment advice or transactions entered by you or your Introducing Broker on your behalf.

### Using your brokerage Account involves risks, for which you assume full responsibility

You understand that investing in Securities involves risks and that many variables, including but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your positions in Securities and other property. Furthermore, you represent that you are willing to assume these risks and that you are in fact financially able to bear these risks. You also acknowledge and agree that you have an affirmative obligation to notify your Introducing Broker in writing should there be material change in your investment objectives.

Further, placing orders during times when markets are volatile can be risky. As the Account owner, you are fully responsible for monitoring your Account and all investment decisions, orders, trades, and instructions entered for your account either by you or Introducing Broker on behalf of you. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your Account or investment decisions.

### Securities Trading

Your Account allows for the trading and holding of Securities that are publicly traded in the United States. Disclosures related to execution or custody of Securities, including fractional shares can be found at <https://rqdclearing.com/other-disclosures/>.

### Fractional Trading Overview

You may purchase and hold certain U.S. stocks in fractional rather than whole-share quantities. This disclosure summarizes the features, limitations, and risks associated with trading in, and holding, fractional shares. Your ability to submit a whole share order or a fractional order is determined by your Introducing Broker and/or RQD.

#### Securities Eligible for Fractional Share Trading:

Fractional Share trading is available only for certain equities and ETFs. The ability to engage in fractional share trading is based on market cap, volume, liquidity, volatility, and other factors used by RQD to determine which securities are eligible for fractional trading. Eligible securities are subject to change by RQD at any time.

If a security is no longer eligible for trading, then your existing fractional shares may be subject to liquidation only, meaning that you cannot accumulate more fractional shares in the particular security, but you will be able to divest your fractional share interests in that security.

#### RQD as Agent & Order Types for Fractional Shares:

RQD acts as agent for all fractional trades. This means RQD sends your orders to a liquidity provider for execution. RQD will accept market and limit orders in both fractions (e.g.

0.75) and dollar values (e.g. \$5.00) for fractional share trading. Dollar values will be converted into share quantities for execution. In all cases, when converting dollar value orders into share quantities the share quantities will be rounded. Thus, the actual amount of an executed dollar-value trade may be different from the requested amount.

Orders with a fractional share component may be marked "Not Held," at RQD's or Introducing Broker's sole discretion, which gives RQD the time and price discretion to execute the order without being held to the security's current quote. In connection therewith, each time you submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, you authorize RQD's liquidity providers to "work the order." If you do not wish your order to be handled on a Not Held basis, you should not engage in fractional trading.

**Fractional Share Decimal Places and Rounding:** RQD records the quantity of fractional shares traded or otherwise held in your brokerage account to five decimal places. Standard rounding conventions apply to that fifth digit.

**Liquidity and Transferability of Fractional Shares:** While you maintain complete day-to-day control of any fractional shares in your account, fractional shares are not transferable to another broker. The Automated Customer Account Transfer System (ACATS) does not support fractional shares. If you want to transfer holdings in your account to another brokerage firm, the fractional shareholdings will not be transferred and must be liquidated by you or RQD before transfer. This may have tax consequences.

If your account is closed, then the fractional shares held in your account may be liquidated and the proceeds distributed to you as cash.

**Dividends for Fractional Shares:** You may receive payments of dividends, or in some cases in connection with stock dividends, either shares or their commensurate value. In the event of corporate actions (e.g. stock splits, mergers, or other mandatory corporate actions), RQD reserves the right and sole discretion to provide pro-rata cash in exchange for fractional positions held.

Certain items related to fractional share ownership including, but not limited to, those stated within this disclosure, may be subject to dividends. These dividends must be greater than or equal to \$0.01 in value per share in order to be credited to your account. Amounts smaller than \$0.01, or other nondivisible amounts, will not be distributed and will be handled in accordance with the process described in "Undistributable Interest", below.

**Undistributable Interests:** RQD will only support payments that are equal to or greater than \$0.01 per share. Amounts smaller than that, or nondivisible amounts will not be distributed. Instead, it is generally but not always the case that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by RQD, and when it exceeds \$1.00, it will be escheated.

**Voting Rights for Fractional Shares:** You will not have voting rights for any fractional shares held in your account. For example, you will not be able to make voluntary elections on any corporate action including, without limitation, any tender offers, or rights offerings with respect to your fractional shares. RQD cannot provide you documentation for any holdings of less than one share.

## Representation as To Capacity to Enter into Agreement

You represent that you are of legal age to open an Account. Unless otherwise specifically disclosed in writing to your Introducing Broker, you represent that neither you, your immediate family, nor any other owner of your Account are an employee of any of the following: FINRA, an exchange, an exchange member, a corporation in which an exchange is a majority shareholder, a member corporation registered on any exchange, trust company, insurance company, bank, or any entity or individual engaged in the business of dealing, either as a broker or a dealer, in securities, commercial paper, or bonds. You also represent that you are not an officer, director, or 10% or greater stockholder of any publicly traded company and you are not a politically exposed person or otherwise on any restricted list under applicable Office of Foreign Assets Control rules and regulations. You represent that no one except you has an interest in your Account(s) unless disclosed to your Introducing Broker or RQD.

## Electronic Access

You are solely responsible for keeping your Account numbers and Credentials confidential and will share them only with sources you trust. "Credentials" shall mean your username and password. RQD will not manage or supervise the access of third parties that you have trusted with your Account credentials.

You agree and accept full responsibility for monitoring and safeguarding your Account and access to your Account. You agree to immediately notify Introducing Broker in writing, delivered via e-mail, if you become aware of: (i) any loss, theft, or unauthorized use of your Credentials or Account numbers; (ii) any failure by you to receive any communication from RQD indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by you of confirmation of an order, execution or cancellation, which you did not place; (v) any inaccurate information in or relating to your orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of your Account. Each of the events described in subsections above shall be deemed a "Potential Fraudulent Event".

The use and storage of any information including your Account numbers, PINs, portfolio information, transaction activity, balances and any other information or orders available on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or your personal computer is at your own risk and is your sole responsibility. You represent that you are solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with your Account, your Account number, your username and password, or Credentials. You agree to notify RQD immediately after you discover any Potential Fraudulent Event. Upon request by RQD, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide RQD a copy of any report prepared by such legal authorities.

You agree to cooperate fully with the legal authorities and RQD in any investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you

may encounter delays in regaining access to the funds in your Account.

You acknowledge that RQD does not know when a person entering orders with your username and password is you.

### **Electronic Communications, Account Documents, and Hardware/Software Requirements**

You understand that all communications and Account documents will be provided to you in electronic form either via email or through the use of an electronic service.

You understand that in order to access this information you will need an email address, internet access, and a printer if you wish to print and save paper copies.

### **Accuracy of Information**

You represent that all information you have furnished to us is true and accurate, and you agree to notify your Introducing Broker or RQD promptly if such information requires amendment or supplement. Further, you agree to promptly advise your Introducing Broker of any material changes in your financial situation, needs, experience, or investment objectives.

### **Background Information and Creditworthiness**

The USA Patriot Act requires RQD to maintain a comprehensive anti-money laundering program and to know the identity of each person who opens an Account in order to help the government fight the funding of terrorism and money laundering activities. In order to open an Account, we will ask for your name, address, date of birth, and may ask for other information such as identifying documentation to allow us to identify you.

You authorize RQD, from time to time, to contact any financial institution, credit agency and other references to verify your information, creditworthiness and background, including financial information. Where RQD refuses to open an account for you, denies you credit or takes other adverse action based on your credit report, you may request in writing from RQD the name, address, and telephone number of the credit agency which provided the information.

### **Your Responsibilities Regarding Certain Securities and Other Property**

Certain Securities and other property may grant the holder (i.e., you) valuable rights that may expire unless the holder takes action. These Securities include, but are not limited to, options, warrants, stock purchase rights, convertible securities, bonds and securities subject to a tender or exchange offer.

You are responsible for knowing the rights and terms of all Securities and other property in your Account. RQD is not obligated to notify you of any upcoming expiration or redemption dates, or to take any other action on your behalf, without specific instructions from your Introducing Broker, except as required by law and applicable rules of regulatory authorities.

You or your Introducing Broker are also responsible for knowing about corporate actions related to Securities or other property which you hold, including but not limited to, reorganizations, tender offers, stock splits and reverse stock splits. RQD is not obligated to notify you of any such corporate action, including but not limited to, deadlines, required actions, or dates of meetings nor is RQD obligated

to take any action without specific instructions from your Introducing Broker.

Further, if, due to a corporate action, you sell more shares of a security than you own, or if you become uncovered on an option position, or if you become otherwise exposed to risk requiring RQD to take market action in your Account, then RQD will not be responsible for any losses you may incur, and you will be responsible for any cost incurred by RQD. Selling securities not deliverable by the settlement date or securities that RQD cannot borrow in the event of a short sale is not permissible and may result in your Account being restricted, liquidated and/or bought in. RQD will not be responsible for pending adjustments to your Account, including but not limited to dividends, interest, distributions, redemptions and reorganizations until such amounts are actually processed in the settlement system and posted to your Account. Until such time, you will have no right or access to such amounts.

### **Trusted Contact Person**

A trusted contact person is someone that you tell your Introducing Broker to contact if it is suspected that you may be subject to financial exploitation or if questions about your mental or physical well-being arise, and who is authorized to confirm information about you and your Account. Under FINRA Rule 4512 your Introducing Broker is required to disclose to you that your Introducing Broker or an associated person of your introducing broker is authorized to contact the 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.

### **Representations as to Securities Transactions**

You understand that it is your responsibility to accurately mark all orders (e.g., long or short). Any order that you designate as "long" will be for Securities you own, and if we or our agents do not hold such Securities in your Account, you represent by placing such order you will deliver the Securities by settlement date. If we are unable to deliver the Securities to the buyer or buyer's agent because the shares are subject to transfer restrictions or otherwise not in good deliverable form or we fail to receive them from you, you authorize us, at our discretion, to borrow or to buy in such securities or other property in order to make delivery.

You agree to be fully responsible for all losses and expenses, not limited to any additional fees, we may sustain or charge because we are unable to borrow or buy in such Securities or other property. All Securities transactions executed on your behalf shall be on an agency basis, unless otherwise disclosed by formal confirmation or other writing. Transaction reports concerning the execution of your orders and Account statements shall be conclusive if not objected to promptly in writing.

### **Account Confirmations and Statements**

All notices, demands, reports or other communications shall be transmitted to you at your e-mail address shown on your Account application. If, during a distribution, your e-mail address proves to be invalid or is not working, you will be contacted by your Introducing Broker or by RQD. It is your sole responsibility to provide your Introducing Broker with any changes to your e-mail address and to notify RQD

promptly of any difficulty in accessing, opening or otherwise viewing an electronically transmitted document by RQD.

RQD will not be held responsible for any losses you incur due to any failure of delivery or receipt of e-mail confirmations or statements sent to you by RQD or your Introducing Broker. All communications to you shall be deemed to have been received by you personally at the time so sent to you or your authorized agent, whether actually received or not. You acknowledge that by electronically receiving your Account confirmations and statements, you agree to promptly read, review and communicate to us any discrepancies.

Your Account confirmations and monthly Account statements are deemed received by you when made available by RQD, regardless of whether you actually access the documents.

### Execution of Orders

If your Introducing Broker sends your orders to RQD for execution and has not promptly advised you of the status of any order placed by you, you shall promptly, but in no event later than 24 hours after an order has been placed, contact your Introducing Broker to verify your Account status. Your failure to contact your Introducing Broker shall relieve RQD of any responsibility or liability with respect to such order. All orders shall only be good for the day such orders are placed, unless specified by you to be open orders. Any open order placed by you will remain in effect until executed or cancelled by you or otherwise cancelled by your Introducing Broker pursuant to its policies. RQD shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delay in or failure of transmission or communication facilities, or for any other cause beyond RQD's control.

### Account Protection

RQD is a member of the Securities Investor Protection Corporation (SIPC), which protects Securities in your Account up to \$500,000 (including up to \$250,000 for cash). Neither coverage protects against a decline in the value of your Securities, nor does either coverage extend to certain Securities that are considered ineligible for coverage.

For more details on SIPC, or to request an SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 202-371-8300.

### Monitoring Your Account

As an Account owner, you are responsible for monitoring your Account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. You should review these communications to ensure that the information about you and the activities in your Account are accurate and contain nothing suspicious or unauthorized. You understand that RQD does not monitor your Account for you and has no duty to advise you of any issue regarding your Account.

So long as RQD or your Introducing Broker sends messages to the electronic address of record given on your Account application, or to any other address given to us by an Account owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are presumed to be accurate unless you specifically notify us in writing within two (2) business days of when a confirmation is sent to you and statements are presumed to be accurate unless you

specifically notify us in writing within five (5) business days of when a statement is sent to you. If you have not received a communication from RQD that you expected, or if you have a question or believe you have found an error in any communication from RQD, telephone your Introducing Broker immediately. Further, if you receive an Account confirmation or statement from RQD that does not belong to you, telephone your Introducing Broker immediately.

### Notices

As set forth under Monitoring Your Account, you are responsible for monitoring the activities of your Introducing Broker and you should contact us at the attention of our Customer Service Department whenever any activities are unauthorized or contrary to your express directions. You may contact us using the following address, telephone number or email.

**RQD\* Clearing, LLC**  
**Attn: Customer Support**  
One World Trade Center  
Suite # 47M  
New York, NY 10007  
Tel.: 212-686-8650  
Email: [support@rqdclearing.com](mailto:support@rqdclearing.com)

### Data Not Guaranteed

You expressly agree that any data or online reports are 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 RQD is obtained from sources believed to be reliable but is not guaranteed as to its accuracy of completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall RQD or any of its affiliates be liable to you 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 RQD 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.

### Recordings

You agree that RQD, in its sole discretion, may record any telephone conversation between RQD and you or your agent. You hereby waive any right to object to the admissibility into evidence of such recordings in any legal proceeding between you or your agent and RQD. You agree that RQD may erase such recordings in accordance with its customary document retention policies. The rights conferred upon RQD in this paragraph extend to any third-party fiduciary with discretion over your Account.

### Account Registration

Your Account has been set up based on the personal requirements that you selected on the Account Application document of your Introducing Broker. You certify that the manner in which your Account is titled reflects the ownership interest of the parties and is allowed under applicable state

laws. We have no obligation to verify the legality of any registration under the probate, estate, or transfer laws of the state where this Account is being opened or to determine which state laws govern the interpretation of the registration status of your Account.

### Joint Registration

If your Account consists of more than one Customer, your obligations under this Agreement shall be joint and several among all Account holders. References to "Customer", "you" and "your" shall include all Customers identified in your Account documents. RQD may rely on transfer or other instructions from your Introducing Broker or any one of the Customers in a joint Account, and such instructions shall be binding on each Customer. RQD may deliver Securities and other property, 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, RQD is authorized in its sole discretion to require joint action by some or all Customers with respect to any matter concerning a 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.

### Margin Account (Requires Separate Application)

A margin Account lets you borrow money using as collateral eligible securities that are in your Account. A margin Account is designed primarily to finance additional purchases of securities. Consult your Introducing Broker for information on how to establish a margin Account, how to obtain documentation relating to a margin account, and the benefits and risks it offers.

### Bank Wires and Automated Clearing House ("ACH") Transactions

The options available for transferring funds in and out of your Account vary by jurisdiction and the options made available by your Introducing Broker. Where Introducing Broker, its agent, or financial institution partner is responsible for sending or receiving funds on your behalf, RQD is not responsible for any delays, or errors caused by Introducing Broker, its agent, or financial institution partner. Once delivered by RQD to Introducing Broker's designated account, Introducing Broker is solely responsible for the final distribution of funds to you.

**Bank Wires and ACH Transactions:** Bank wire transactions may not be executed the business day that you request them. ACH transactions are normally executed within two to three business days of your request. An ACH transfer may be for between \$10 and \$10,000 unless RQD has another arrangement with your Introducing Broker. The two accounts involved in an ACH transaction must have at least one owner's name in common (and that name must match exactly). To send and receive ACH transactions, your bank must be a member of the ACH system.

For ACH transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your Accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your Account.

You agree that the above appointments and authorizations will continue until either your Account is terminated, we receive written notice of any change, or we have sent 30 day's written notice to the address of record on your Account indicating that we will cease to act as agents to the above appointment. RQD will not conduct third party transfers and will only transfer funds back to the originating source.

**Third Party Financial Institutions:** You understand that depending on the service offering of the Introducing Broker, that you may only be able to directly fund your Account through an account ("Funding Account") provided by a third-party financial institution ("Third Party FI"). In such instances, the terms of this section shall apply.

**Funds Treatment:** You understand and acknowledge that your funds are treated differently and subject to separate regulatory regimes depending on whether or not your funds are held in your Account, or in your Funding Account. Specifically, RQD is a member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). The Third Party FI is not a member of FINRA or SIPC and therefore funds held in your Funding Account are not SIPC protected. You understand and acknowledge that when engaging in various types of activities with respect to your Account, including, without limitation, buying and selling securities, that your funds will move from your Funding Account to your Account at RQD and vice versa, as detailed in your Introducing Broker customer agreement ("IB Customer Agreement"). You understand that funds in transit are not SIPC protected; instead, your funds are only subject to SIPC protection during such time that they are in the possession and control of RQD. You further understand that funds held at a Funding Account are not in the possession or control of RQD.

You understand that funds held by a Third Party FI in your Funding Account may be subject to Federal Deposit Insurance Corporation ("FDIC") insurance coverage. However, the treatment of funds held in your Funding Account are subject exclusively to the terms and conditions and/or customer agreement relating to your Funding Account. It is your responsibility to carefully read and understand such documentation. You understand and acknowledge that RQD does not have a formal relationship with the Third Party FI. Your Funding Account is a direct obligation of the Third Party FI and funds held in such account are not an obligation of RQD. RQD does not guarantee, in any way, the financial condition of any Third Party FI or the insurance coverage (or lack thereof) with respect to any Funding Account.

BY ENTERING INTO THIS AGREEMENT AND OPENING AN ACCOUNT, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO DIRECTLY FUND YOUR ACCOUNT OTHER THAN THROUGH YOUR FUNDING ACCOUNT. YOU FURTHER UNDERSTAND THAT YOUR ACCOUNT MAY NOT HOLD FREE CREDIT BALANCES. THE SPECIFIC TERMS AND CONDITIONS GOVERNING YOUR ABILITY TO FUND YOUR ACCOUNT, AS WELL AS FREE CREDIT BALANCE TREATMENT ARE FURTHER DETAILED IN THE IB CUSTOMER AGREEMENT.

### Flow of Funds:

**Securities Buy Orders:** You may be required to have adequate funds in your Funding Account in order to place a securities buy order through your Account. For clarity, you may be prohibited from placing securities buy orders through your account in an amount that exceeds your Funding Account balance.

When placing a securities buy order you explicitly agree, acknowledge and instruct Third Party FI to transfer (or place a hold on) necessary funds for the purchase price of such security from your Funding Account to your Account held at RQD. You understand that transfers from Funding Accounts to RQD will be batched with transfers initiated by other customers on the same trading day. Batched transfers will be sent to RQD via a single wire transfer at the end of the relevant trading day rather than immediately upon such instruction by you to the Third Party FI.

**Securities Sell Orders:** When you place a sell order through your Account, you explicitly agree, acknowledge and instruct RQD to transfer the settlement proceeds from such sell transaction from your Account to your Funding Account. You understand that such instructions will result in the proceeds of all securities sales to be transferred, upon settlement, from your Account to your Funding Account. These transfers will be batched into a bulk transfer and combined with other customer transfer requests initiated on the same trading day. Bulk transfers will be made from RQD to Third Party FI via a single wire transfer at the end of the relevant trading day.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING ANY OF THE DETAILS DESCRIBED IN THIS SECTION OR IF YOU ARE UNCERTAIN AS TO HOW, OR IN WHAT CAPACITY, A SECURITIES BUY OR SELL ORDER WILL BE HANDLED OR TREATED, YOU AGREE THAT YOU WILL IMMEDIATELY CONTACT INTRODUCING FIRM PRIOR TO ENGAGING IN ANY TRADING AND/OR RELATED ACTIVITY WITH RESPECT TO YOUR ACCOUNT.

### Fees

You agree to pay such brokerage fees, commissions, transaction fees and Account charges as your Introducing Broker and RQD may impose from time to time. Such fees include, without limitation, fees imposed by FINRA, the SEC, exchanges and clearing houses, and processing and servicing charges. In the event that your Account is transferred to another clearing or carrying broker, RQD may charge a reasonable transfer fee.

RQD may adjust its fees from time to time without prior notice to you. You authorize RQD to pay such fees from assets in your Account and, if necessary, by selling other assets in the Account. RQD reserves the right to change its fees or charges, or to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.

### Interest

Except as otherwise set forth in this agreement, interest chargeable on amounts you owe is determined by your Introducing Broker. Please contact them for details regarding these rates.

### Free-Credit Balances

All free-credit balance funds (i.e., cash balances in your Account) are payable to you upon demand (subject to any open commitments in your Account) and, although properly accounted for on RQD's books and records, are not segregated and may be used in the operation of RQD's business, pursuant to SEC Rule 15c3-2.

### Non-Transferable Securities and Other Property

RQD may remove any non-transferable Securities or other property from your Account without further notice. Non-

transferable Securities or other property are those where transfer agent services are not available. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such Securities or other property may no longer be in business and may even be insolvent.

Please note the following:

- There are no known markets for these securities or other property.
- We are unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, RQD will use reasonable efforts to have the position reinstated in your Account.

### Proxy Disclosure

RQD utilizes a third-party vendor, Say Communications, LLC, to extend voting rights to holders of securities. RQD may, in accordance with relevant law or rule, vote proxies for shares of securities RQD holds as your nominee where RQD has not received voting instructions from you or your Introducing Broker on a timely basis. You agree and understand that RQD will not be responsible or liable for failing or refraining to vote any proxies where RQD has not received proxies or related shareholder communications on a timely basis.

### Account Restrictions

If for any reason (such as the termination of a contract between us and your Introducing Broker) your Account is held directly by RQD, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading. RQD may review your Account for activity and may charge an inactivity fee, close your Account, or transfer your Account to another provider. We will notify you in writing via email before we close or transfer your Account. If RQD or Introducing Broker discontinues your Account or any services related to your account, you agree that RQD is authorized to 1) liquidate any securities or other property in your Account and send you any net proceeds after satisfying any obligations, including but not limited to indebtedness, debit balances, or liabilities, and 2) close your Account. If your Account is transferred, it may have different fees, features and terms.

### Arbitration

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

**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 LIMITED.**

**C) 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 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 AFFILIATE 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.

IN THE EVENT OF A DISPUTE BETWEEN THE YOU AND RQD OR YOUR INTRODUCING BROKER, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION BY ARBITRATORS IN ACCORDANCE WITH THE RULES THEN IN EFFECT AT FINRA. Any final award rendered by such arbitrators shall be final and binding between the parties and judgment thereon may be entered in any court of competent jurisdiction. Any action or proceeding not covered by the prior sentence shall be heard only in the state or federal courts located in New York County, New York, which the parties agree will have exclusive jurisdiction. The parties waive any right to object to venue.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

### Contact Information

In order to ensure you are able to receive communications, (including statements, checks, etc.) from us, it is important that you maintain with us your correct contact information, including an email address, telephone number and physical address. In the event that an email to the email address you provided bounces or we mail paper communications to you via the U.S. Post Office, and we receive mail returned from the U.S. Post Office as undeliverable and we or your Introducing Broker are unable to contact you or find your correct address, you may be designated as a "lost security holder." If this happens, your Account may be restricted and/or closed. You may not be able to place trades or receive funds from your Account until you update your contact information. If you are designated as a "lost security holder" we will attempt to find you by conducting data base searches. In addition, if we are unable to contact you for a certain period of time (the period of time is specified by applicable state laws and may vary from state to state) your Account balance or outstanding credits may be transferred to a state unclaimed property administrator.

### Hold, Mistaken Deposits, Returned Funds

*Hold.* You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods. During the applicable hold period, your funds will not be available for payments, withdrawal, or otherwise. You further understand and agree that RQD reserves the right to delay making deposited funds available to the extent RQD determines that additional time is needed, including, but not limited to, to verify information about the item deposited or the sender or if RQD otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.

*Mistaken Deposits.* If Securities and/or other property are deposited or transferred into your Account by mistake or otherwise, you agree that RQD or your Introducing Broker may correct the situation and deduct any interest paid by participating depository institutions, if applicable, without prior notice to you.

*Returned Funds.* You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, RQD may charge the transfer and interest paid by participating depository institutions, if applicable, against your Account, without prior notice to you.

### Lien

If you have a margin Account or if there is a deficit in your cash Account:

All of your Securities and other property now and hereafter maintained by RQD for any purpose, in or for any of your Accounts, now or hereafter opened, including any Account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a first lien and security interest for the payment discharge of, and a right of set off for, any and all indebtedness or any other obligations you may have to RQD. You agree that RQD holds all your Securities and other property as security for the payment of any such liability or indebtedness to RQD in any said Account. RQD, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your Accounts at RQD whenever RQD considers such a transaction necessary for its protection. In enforcing this lien and security interest, RQD, in its sole discretion, may determine which Securities and other property are to be sold and/or which contracts are to be closed in order to satisfy any indebtedness or obligation you have to RQD. You irrevocably appoint RQD as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

### Breach; Liquidation of Accounts and Payment of Costs.

RQD shall have all rights and remedies available to a secured creditor under Governing Regulations (see definition Governmental and Exchange Rules section below), in addition to the rights and remedies provided herein. In the event of a breach, repudiation, or default by you, you understand that RQD may at any time, at our sole discretion and without prior notice to you: prohibit or restrict your access to the use of RQD's website or related services and your ability to trade; refuse to accept any of your transactions; refuse to execute any of your transactions; and/or terminate your Account. The closing of the Account will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed.

In the event of (i) your death or judicial declaration of your incompetency, (ii) the filing of a petition in bankruptcy, a petition for the appointment of a receiver by or against you or a joint tenant in the Account, or an assignment for the benefit of creditors, (iii) an attachment, garnishment or levy on your Account, (iv) insufficient margin as determined by RQD in its sole discretion, (v) RQD's determination that any collateral deposited to protect one or more of your Accounts is inadequate or insufficient regardless of market quotations to secure such Account, (vi) any representations or warranties under this Agreement shall be untrue in any material respect when made or repeated or (vii) any other circumstances that RQD deems necessary or appropriate, RQD is hereby authorized to take any or all of the following actions regarding your Account: (A) satisfy any obligation you may have to RQD out of any of your Account, including Securities and other property held by RQD; (B) liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations; (C) set-off, net and/or recoup any RQD obligations against your obligations; (D) convert any obligation from one currency to another currency; (E) cancel any or all open orders; (F) purchase Securities to cover the sale of Securities; and (G) take any other action RQD deems appropriate. Any or all of the above actions may be taken at RQD's discretion without demand and without prior notice to you or the tenants in any joint Account. You shall at all times be liable for the payment of any deficit in your Account upon demand by RQD. You shall be responsible for and shall promptly pay to RQD all Account deficits and other obligations you may owe to RQD (collectively, "Customer Debts"), plus interest thereon at rates set forth above. You further agree to pay all of RQD's costs and expenses, including without limitation in-house and outside attorneys' fees, incurred in collecting Customer Debts in any legal proceeding unless you are the prevailing party. Customer Debts are payable on the date incurred without demand by RQD.

### Introducing Brokers and Third-Party Beneficiaries

For all Accounts introduced by your Introducing Broker which clears its business through RQD, RQD's liability is strictly limited to matters described in the fully disclosed clearing agreement between RQD and your Introducing Broker. Until receipt from you of written notice to the contrary, RQD may accept from your Introducing Broker, and is authorized to rely on without inquiry or investigation by RQD, (a) orders in the Account for the purchase or sale in the Account of Securities and other property on margin or otherwise, and (b) any other instructions concerning your Account. RQD will not be responsible or liable for any acts or omissions of your Introducing Broker or its employees or agents. All rights of RQD under this Agreement shall also be extended to any Introducing Broker or other third party that introduced this Account to RQD and to any securities broker/dealer with which RQD interacts in connection with your Account, each of which is expressly made a third-party beneficiary of this Agreement.

### Limits of Responsibility

Although RQD strives to ensure the quality and reliability of the services provided to your Account, RQD cannot be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your Account. These services are provided "as is" and "as available".

You therefore agree that RQD is not responsible to you for any losses (meaning claims, damages, actions, demands, investment losses, direct or indirect, incidental, special, punitive, consequential, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control, including directly or indirectly by government restrictions, exchange or market ruling, war, strikes, pandemics, or any other conditions beyond our control. This includes, for example:

- The acceptance and processing of any order, request for funds or other transaction placed in your Account, whether received electronically or through other means, as long as the order, request or other transaction appears to be authentic.
- Occurrences related to governments or markets, such as rules and regulations, restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions or high market volatility or trading volumes.
- Uncontrollable circumstances in the world at large, such as, acts of government in its sovereign or contractual capacity, acts of civil or military authority, wars, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, pandemic and disease, measures of a government authority to address a pandemic or disease or other national emergencies including quarantine restrictions and limitation on business operations, exchange or market rulings, suspension of trading, acts of public enemies or terrorists, labor disputes, strikes, or shortages, supply shortages, failures of the mails or other communications systems, equipment or mechanical or electronic failure or power shortages or failures, software malfunctions, failure of third parties to follow instructions, for other causes commonly known as "acts of God", or for any other cause not reasonably within RQD's control, whether or not such cause was reasonably foreseeable.
- Occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security over which we have no control or reasonable ability to know it has occurred (such as theft of your personal information by a third party, spyware or malware on your computer) or other actions or inactions by you resulting in unauthorized activities in your Account.

If any service failure is determined to be our responsibility, RQD will only be liable up to the amount of equity in your account at that time.

### Indemnification

You agree to indemnify, defend and hold harmless RQD and its affiliates, and their respective officers, directors, managers, members, employees and agents (collectively, the "RQD Parties") and the Introducing Broker that introduced you to RQD from and against any and all liabilities, losses, damages (including without limitation, incidental, consequential, punitive, indirect and special damages), claims (whether in contract or tort), costs and expenses, including without limitation, accountants' and



attorneys' fees (both in-house and outside attorneys' fees) incurred by any of the RQD Parties and such Introducing Broker arising out of or relating to this Agreement (including Potential Fraudulent Events), any related agreement or your Account, except to the extent caused directly by the gross negligence or willful misconduct of the RQD Party seeking indemnification. You also agree to indemnify, defend and hold harmless the RQD Parties and such Introducing Broker from and against any and all liabilities, losses, damages, costs and expenses, including without limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees), incurred by any of the RQD Parties and/or such Introducing Broker in enforcing any of the provisions of this Agreement or any related agreement. If you initiate a legal action or proceeding against any of the RQD Parties and/or such Introducing Broker, and you do not prevail (i.e., recover more than RQD's highest offer to settle), you shall indemnify such RQD Parties and such Introducing Broker for all costs and expenses (including, but not limited to, in-house and outside attorneys' fees) incurred by such RQD Parties and such Introducing Broker to defend themselves.

### Limit On Damages

THE PARTIES AGREE NOT TO SUE EACH OTHER FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES IN A COURT OF LAW OR BEFORE ANY ARBITRATION PANEL EVEN IF APPLICABLE LAW OR THE ARBITRATION FORUM RULES ALLOW THE AWARD OF SUCH DAMAGES.

RQD WILL NOT BE LIABLE FOR LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES RESULTING FROM THE DELAY OR LOSS OF USE OF THE SERVICES OR ANY FINANCIAL INFORMATION PROVIDED OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION. IN ANY CASE, RQD'S LIABILITY ARISING FROM ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) RELATING TO THE SERVICES WILL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR USE OF THE SERVICES.

### Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT ANY FINANCIAL INFORMATION OR SERVICES ARE 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. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR SERVICES.

### Applicability

This Agreement is the only agreement between you and us, concerning its subject matter and covers all Accounts that you, at whatever time, open, reopen, or have opened with RQD. In addition, if you have already entered into any agreements with RQD concerning services or features that relate to this account, or if you do so in the future, this Agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this Agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Applicable Law and Severability

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 shall be construed and enforced in accordance with the laws of the State of New York without regard to any provision of New York law that would apply the substantive law of a different jurisdiction. If any provisions hereof are invalid, illegal, void or enforceable by reason of any law, rule, administrative order or judicial decision, all other provisions shall remain in full force and effect.

If any provision of this Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this Agreement will remain fully in effect. No waiver of any provision of this Agreement will be considered a waiver of any other provision.

### Amendments

We may amend this Agreement and any other agreements at any time with notice to you, as required by applicable law, via email or by posting on our website here: <https://www.rqdclearing.com>. Amendments may include changing, dropping, or adding fees and policies, changing features and services or entities that provide them, and limiting the usage or availability or any feature or service, within the limits of applicable laws and regulations. The most current version of this Agreement is available online at <https://www.rqdclearing.com/> or by contacting your Introducing Broker. No provision of this Agreement can be amended or waived except in writing by an authorized representative of RQD. The amended version of this Agreement or other agreement will be effective as of the updated "Effective Date" at the top of the document. RQD will provide you with reasonable notice if there are material changes to our Customer Agreement or other agreements. You agree that you and your Account will be bound by changes to these agreements through any subsequent use of your Account, or if you do not close your Account, within fifteen (15) calendar days of being notified of the changes. Your continued use of our services after the Effective Date constitutes your consent to any changes to our Customer and other agreement.

### Assignment

Your Introducing Broker is not authorized to act on behalf of RQD to change any terms of this Agreement. RQD may transfer our interests in your Account or this Agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your Account or Agreement except with our prior written approval, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

### Enforceability

RQD may enforce this Agreement against any and all Account owners. Although RQD may not always enforce certain provisions of this Agreement, RQD retains the full right to do so at any time, and the failure to enforce certain provisions is not a waiver of the right to do so.

**Termination**

Notwithstanding contrary statements from third, RQD or the Introducing Broker can terminate your Account, this Agreement or any Account feature, at any time or for any reason - including reasonable belief that a version of this Agreement containing unauthorized changes has been used - upon written notice to you. You can close your Account, or terminate any optional feature at any time, by notifying your Introducing Broker. RQD will confirm your Account termination once notice is received from your Introducing Broker. Contact us at support@rqdclearing.com if conformation is not received.

Regardless of how or when your Account is closed, you will remain responsible for all unpaid obligations of your Account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your Account. Payment for these obligations will be deducted from your final Account balance.

**Governmental and Exchange Rules**

All transactions shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchanges, markets and clearing organizations where executed and settled and to all rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA"), the United States Securities and Exchange Commission ("SEC"), other markets and regulatory organizations, and all applicable federal or state statutes, rules and regulations (collectively, "Governing Regulations"). If any Governing Regulations change, those changes shall be binding upon RQD and you as if made a part of this agreement without any additional action on RQD's or your part. If this Agreement is incompatible with any current or future Governing Regulations, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Governing Regulations, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. RQD's failure to comply with any such Governing Regulations shall not be a breach of this Agreement or otherwise impose liability upon RQD nor relieve you of any obligations hereunder. If you are subject to any Governing Regulation, RQD shall have no duty to determine whether you are in compliance with any Governing Regulation.

**Consent to Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents (together "Account Communications") that RQD may be required to deliver, including, but not limited to, prospectuses, prospectus supplements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with your clearing account held at RQD Securities.

Electronic delivery of a document may be via an RQD\* Clearing e-mail system or by reference to a location on an RQD\* Clearing site to which you have access.

You have the right to request paper delivery of any account communication that the law requires that RQD\* Clearing provide in paper form.

**Electronic Signature (if applicable)**

By selecting the "check box(es)" indicating that you "acknowledge that you read and understand and agree", to this and any subsequent agreement, you are signing the indicated Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting the aforementioned "check box(es)" you consent to be legally bound by the indicated Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide RQD, including its parents, subsidiaries, officers, directors, employees, agents and affiliates (collectively "RQD") instructions to transact on your behalf, and/or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and RQD. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your Accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining any services offered by RQD constitutes your agreement to be bound by the terms and conditions of each and every one of your agreements with RQD. This includes, but is not limited to, your valid and binding arbitration agreement with RQD.

**This Agreement contains a pre-dispute arbitration clause starting on page 6 of this Agreement.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_