

Cambria Capital, LLC Member FINRA/SIPC 488 E. Winchester St., Suite 200 Salt Lake City, UT 84107 Phone: (801) 320-9606 Fax: (801) 320-9610 Toll Free: (877) 226-0477

www.cambriacapital.com

Trust Account Application

In order to open an account at Cambria Capital:

- Fill out completely and sign the Account Application
 Read carefully and sign the I5G Disclosure Statements
 Complete and attach the Trust Certification
 Complete and sign the Beneficial Ownership Certification
 Attach a photocopy of a government-issued photo ID for each trustee
- □ Attach a copy of the full Trust's formation documents

^{*} Should you have any questions, please contact your Cambria Capital representative.



Client Relationship Summary- April 30, 2024

INTRODUCTION

Cambria Capital, LLC, doing business as Cambria Capital, LLC ("Cambria"), BANQ® and My IPO is registered with the Securities and Exchange Commission ("SEC") as a broker-dealer. Brokerage and investment advisory services and fees differ, and it is important for you to understand the differences. Free and simple tools are available for investors to research firms and financial professionals at Investor.gov/CRS. Here, you can also find educational materials about broker-dealers, investment advisers, and investing.

WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

Cambria Capital, LLC ("Cambria") offers brokerage services to retail investors. Cambria's brokerage services include buying and selling securities, making recommendations on buying, selling and holding securities, selection of account types and securities offerings. There are no account minimums applicable to brokerage accounts. The available investments might be limited based on account size, account type and/or investment type. Cambria is not obligated to monitor your portfolio or investments on an ongoing basis.

BANQ® and My IPO offers brokerage services to retail investors. BANQ® and My IPO does not solicit trades or advise BANQ® and My IPO users of the suitability of any trade, or other securities offering. Investors who trade through the BANQ® and My IPO platforms make their own trading and investment decisions. Investors seeking the assistance of one of Cambria's registered representatives will be required to provide additional investor profile information to assist Cambria in its determination of suitability. The additional investor Profile information is required prior a solicitation and/or execution of any security transaction. BANQ® and My IPO are not obligated to monitor your portfolio or investments on an ongoing basis.

For additional information, please refer to our Website (<u>www.cambriacapital.com</u>) under Products and Services, Our Solutions and Investment Banking

Conversation Starters. Given my financial situation should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

WHAT FEES WILL I PAY

Cambria Capital, LLC - You will pay us a fee every time you buy or sell an investment. This fee, commonly referred to as a commission, is based on the specific transaction and not the value of your account. With stocks or exchange-traded funds this commission is usually recognized as a separate fee. With other investments, such as bonds, this fee might be part of the price you pay for the investment (called a "mark-up" or "mark down"). With mutual funds, this fee (typically called a "load") reduces the value of your investment. Some investments (such as mutual funds and variable annuities) impose additional fees that will reduce the value of your investment over time. Also, with certain investments such as variable annuities, you may have to pay fees such as "surrender charges" to sell the investment. Cambria's fees vary and are negotiable. The amount of fees you will pay are dependent upon the frequency of your transactions, type(s) of investments and the type of account. Additional fees for brokerage services account(s) include custodian fees, account maintenance fees and account inactivity fees.

BANQ® and My IPO - Sign up is free and there are no associated membership fees to maintain an account. You are not charged any fees when you purchase offers. BANQ® and My IPO are typically compensated directly by each company for whom we raise capital. The compensation brokerage firms receive is disclosed in each company offering document that can be found under "Browse Deals" on BANQ® and "Offering Documents" on My IPO. For publicly traded securities on My IPO there is a \$10 trade fee charged should you buy shares in the open market (outside of an offering) or sell shares in the future, plus we pass along regulatory fees such as SEC and TAF fees as part of the "Commission/Service Fees". The SEC and TAF fees or "Service Fees" are determined by the regulatory bodies and are not marked up by BANQ, My IPO or Cambria.

The more transactions in your account, the more fees we charge you. We therefore have an incentive to encourage you to engage in transactions." A transaction-based fee might be preferable for you if you do not plan to trade often or if you plan to buy and hold investments for longer periods of time.

The most common fees that might be applicable to brokerage accounts are account maintenance fees, mutual fund 12b-1 fees, minimum account balance fees and account service fees. Please discuss these fees with your representative when establishing a relationship with Cambria

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

For additional information on Cambria Capital, LLC, BANQ and My IPO fees and costs, please contact us at clientservices@cambriacapital.com.

Conversation Starter. Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

<u>When we provide you with a recommendation as your broker-dealer</u>, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

- We have an affiliate relationship with Digital Offering, LLC who acts as the Broker-Dealer Manager of certain
 investments offered Cambria to our broker dealer customers. When Cambria acts as a selling group member a conflict
 exists due to Digital Offering, LLC receiving compensation from the issuers of the securities for investments sold by
 Cambria
- Some investment offerings, such as private placements, provide additional compensation to Cambria in the form of warrants or other non-cash compensation.
- Cambria Capital, LLC is registered with various states as an Investment Advisor. Brokerage and investment advisory services and fees differ, and it is important for you to understand the differences. Should you choose to become an Investment Advisory customer, Cambria could benefit from this relationship.

Conversation Starter. How might your conflicts of interest affect me, and how will you address them?

For additional information, please refer to our Website (<u>www.cambriacapital.com</u>) under Products and Services, Our Solutions, and Investment Banking.

HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

Cambria and its representatives are primarily compensated by commissions charged on the transactions in your account. Our representatives can receive higher levels of compensation based on the amount of commissions charged and the types of products sold. Some investment products involve compensation paid by the sponsor or issuer of the securities and might be higher than the commission for other investment products available to you.

BANQ® and My IPO and its representatives are primarily compensated by compensation paid by the sponsor or issuer of the securities. BANQ® and My IPO are compensated directly by each company for who we raise capital. Any sales compensation paid to BANQ, My IPO or their respective representatives is built into the price of the security being offered. The compensation brokerage firms receive is disclosed in each company offering document that can be found under "Browse Deals" on BANQ® and "Offering Documents" on My IPO. For publicly traded securities on My IPO there is a \$10 trade fee charged should you buy shares in the open market (outside of an offering) or sell shares in the future, plus we pass along regulatory fees such as SEC and TAF fees as part of the "Commission/Service Fees". The SEC and TAF fees or "Service Fees" are determined by the regulatory bodies and are not marked up by BANQ, My IPO or Cambria.

DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

Yes. You can visit Investor.gov/CRS for a free and simple search tool to research our firm and financial professionals.

Conversation Starter. As a financial professional, do you have any disciplinary history? For what type of conduct?

For additional information about Cambria Capital, LLC's brokerage services or to request a copy of this relationship summary please visit www.cambriacapital.com. You may also call 877-226-0477 to request up to date information or a copy of this relationship summary.

Conversation Starter. Who is my primary contact person? Is he or she a representative of an investment adviser or broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

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.

CLIENT RELATIONSHIP SUMMARY (FORM C	RS) — This form provided by	vour adviser or broker	contains important information about its services			
fees, and conflicts of interest. Initial to acknowledge	=	your duviser or broker o	sometimes important information about its services,			
CLIENT (INITIAL HERE) DATE	:	BROKER (INITIAL HERE)	DATE:			
STEP 1. ACCOUNT INFORMATION						
Account Title (Name of this account)						
Account Number	Punkan Pan Cada		Once Pate (market)			
Account Number	Broker Rep Code		Open Date (mm/dd/yyyy)			
TYPE OF ACCOUNT		ADDITIONAL REQU	IRED PAPERWORK			
○ Individual						
○ Joint Tenant						
Are the account holders married to each	other? O Yes O N	o Number of Ten	ants			
Tenancy Clause						
○ Community Property ○ Co	ommunity Property with F	Rights of Survivorship	Tenants in Common			
Tenants by EntiretyJo	oint Tenants with Rights o	f Survivorship	P % J%			
○ Custodial: ○ UGMA ○ UTMA State Co	ode:					
○ Trust: ○ Revocable ○ Irrevocable						
Additional Distinction:		Copy of the Trust, Tr	rust Certification			
\bigcirc Testamentary \bigcirc Family \bigcirc Charitable	○ Living					
○ Sole Proprietor		Sole Proprietor Certi	fication			
○ Corporation: ○ C Corp ○ S Corp		Corporate Account Certification, Articles of Incorporation				
\bigcirc IIC		LLC Certification				
○ Non-Profit Organization		Formation documents/charter, Unincorporated Association Certification, proof of 501(c)(3) status, and other entity document that may be required				
○ Partnership		Partnership Certification				
○ Estate – Person or Entity appointed to act	on behalf of the					
account:		Copy of Death Certificate, Affidavit of Domicile, Letter of				
○ Administrator ○ Personal Representati	ve	Testamentary or Court Appointment, other documents may be				
Executor/Executrix		required.				
Number appointed to act on account Axos Clearing LLC IRA Traditional Inh	herited IRA O Rollover					
Roth Inherited Roth SEP SIMP	Ŭ	Adoption Agreement and Plan Documents, Additional items may be needed depending on type of IRA				
Axos Clearing LLC Retirement Account	Profit Sharing Plan	QRP Disclosure Doc	ument, additional paperwork may be			
○ Money Purchase Plan ○ 403(b) ○ 401	(k) (Individual (K)	required.				
O Non-Axos Clearing LLC Retirement Accoun	nt	Trust Certification				
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

First Name		3.3.1.0	,ar	Middle Initia		ast Name			- 4. 1.03 01	Social Sec		Ints (see STEP 3 Number
Date of Birth (mm,	(4d/vvvv)		Gender			Marita	│	ried O Sir	nglo	Depender	nts	Home
Date of Birth (IIIII)	44, 4, 4, 4, 4, 4			F O No A	nswer	Status	O man	rced O W	-	Верениен	1103	O Own O Re
omplete for A	Accounts	Owne	d by Enti	ties only	- Corp	oratio	n, Estate, T	rust, LLC	, Partner	ship, Etc.		
Entity Name (if ap	olicable)						Formation D	ate	-	Tax Ider	ntificat	ion Number
omplete for a	II Accour	nt Tyne	26									
ontact Informati		,										
Home or Mobile P		Busine	ss Phone		Foreig	n Phone		Email Add	dress			
ldress(es)												
egal Address no PO Box)	Address 1						Add	ress 2				
	City				Stat	te	II.		Zip	Code		
	Country				Pro	vince			Fore	eign Postal C	ode	
Mailing Address if different from	Address 1						Add	ress 2	I			
egal)	City				Stat	te	l		Zip	Code		
	Country				Pro	vince			Fore	eign Postal C	ode	
Previous egal Address	Address 1						Add	ress 2				
if Legal is less han 6 months old)	City				Stat	te	I		Zip	Code		
sia,	Country				Pro	vince			Fore	eign Postal C	ode	
tizenship					<u> </u>							
lease check on	ly one:											
Proof of addres. D and a form V		d for ed	ach non-US	S Person an	d US C	itizens li	ving abroad.	Non-Res	ident Alien	must prov	ide a	valid Governme
OU.S. OU.S.	Resident A	dien O	Non-Resid	dent Alien								
Country of lega												
A Patriot Act In			ed by Fede	ral Law)	_							
All applicants m	•								•	ed W-8.		
O Driver's Licer		sport (O Foreig	n Tax I	D O Oth				T =	5	(
Place/Country of I	ssuance		ID No:				Issue Date (r	nm/dd/yyyy		Expiration	Date	(mm/dd/yyyy)
nployment and				<u> </u>								
DEmployed C fEmployed/Sel	f-Employe	d is indi	cated, pled	ase comple	te all e	mploym	ent fields.	ent				
f Dational 11	employed i	s indica	itea, pleas		ears Em		Phone Numb	er	Occupat	ion	В	usiness Nature
f Retired or Un Employer Name												
	S					City		State			Zip Co	ode

CONTINUED NEXT PAGE

Industry and Oth	er Affiliatio	ns										
Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings or do O Yes O No IF CHECKED YES, OBTAIN AND ATTACH THE COMPLIANCE OFFICER'S LETTER OF APPROVAL OFFICER'S LETTER OF APPROVAL OB Solver-Dealer or Municipal Securities Dealer O Investment Adviser O FINRA or other Self-Regulatory Organization O State or Federal Securities Regulator Name of Entity(ies):							r, partner, officer, roker-dealer firm) his account, please					
O Yes O 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: A senior military, governmental or political official in a non-US country? Name of country:										
•	account hold 1A account the	ler may in e minor is	clude o	additional acc imary accoun	count o	er, the custodi	an is the	seco	ator, guardian or Trus ondary account holde. arties			
First Name				Middle Initi	al	Last Name				Social Security	Number	
Date of Birth (mm/	'dd/yyyy)	-	ender) M	O F O No <i>F</i>	Answe	Marital r Status			ed O Single ed O Widowed	Dependents	Home O Own O Rent	
Complete for a		Types										
Contact Informati		Business F	hone		Fore	ign Phone			Email Address			
Address(es)												
Legal Address (no PO Box)	Address 1				1		Ad	ldre				
	City				St	State Zi		Zip C	ode			
	Country				Pr	Province			Fore	Foreign Postal Code		
Mailing Address (if different from	Address 1				<u> </u>	Address 2			ss 2			
Legal)	City				St	State Zip			Zip C	Code		
	Country				Pr	Province Fore			reign Postal Code			
Previous Legal Address	Address 1					Address 2						
(if Legal is less than 6 months	City				St	State		Zip C	Zip Code			
old)	Country P			Pr	Province Fore			Fore	reign Postal Code			
Citizenship												
Please check on Proof of address ID and a form W	s is required /-8				nd US	Citizens livin	g abroad	d. I	Non-Resident Alien	must provide a	valid Government	
O U.S. O U.S. Country of legal	and tax res		on-Res	sident Alien								
O U.S O Othe	r (specify)				_							

Account Number:

				Account	Numbe	r:		
			_					
JSA Patriot Act Information	(Required by Federa	al Law)						
All applicants must provide						•	W-8.	
O Driver's License O Pa		O Foreign Ta	ax ID O Ot				Fi.z.ki.z.z	Data (mara (dal (mara)
Place/Country of Issuance	ID No:			Issue Date (mr	m/aa/yyyy)		Expiration	Date (mm/dd/yyyy)
Employment and Industry	Affiliations			<u> </u>				
O Employed O Self-Emp		Unemployed	d O Homen	naker O Stude	nt			
If Employed/Self-Employe	ed is indicated, pleas	se complete d	all employm	ent fields.				
If Retired or Unemployed	is indicated, please					1		
Employer Name		Years	Employed	Phone Numbe	r	Occupatio	n	Business Nature
Faculty and Address			City		Ct-t-			7:- C-d-
Employer's Address			City		State			Zip Code
Country		Province			F	oreign Posta	al Code	
ndustry and Other Affiliat								
								siblings or dependents:
O Yes O No								rietor, partner, officer,
IF CHECKED YES, OBTAIN AND		_	-	epresentative	or other a	associated	person o	of a broker-dealer firm)
ATTACH THE COMPLIANCE	or a financial s	_			:: !			
OFFICER'S LETTER OF APPROVAL	provide a copy							en this account, please
	O Broker-Deal							
	O FINRA or oth						ties Regu	ulator
	Name of Entity	_	,					
O Yes O No	An officer, dire	ctor or 10%	(or more) s	hareholder in	a publicly	-owned co	mpany?	
	What is your ti	tle? ○ 10% s	hareholder	O CEO O CFO	0 000 0	Other Of	ficer	
	Name of compa							
O Yes O No	A senior milita		ental or pol	itical official i	n a non-U	S country?		
	Name of count	ту						
STEP 4. ACCOUNT FUND	NG AND FEATURES							
nitial Funding Source								
What is the initial source	of funds for this ac	count? If voi	ı are transf	erring assets f	rom anoth	er financia	l institut	ion, please indicate the
origin of those investmen		, , ,						, p
O Investments	O Compensation	O Retir	ement Asse	ts	O Gift			O Donations
O Insurance Payout	O Inheritance	O Socia	l Security B	enefits	O Legal	Settlemen	t	O Spouse/Parent
O Lottery/Gaming	O Business Revenu	e O Sale	of Business	or Property	O Other	(Specify)_		·
Money Fund Instructions								
O Axos Clearing Insured D								
O Do Not Sweep to Axos								PRIMARY
Disclaimer : By initialing the	•			•	•			
Sweep Program. I acknow		d and unders	tand the ter	ms and condit	ions of the	Sweep Pro	gram	(INITIALS
included in the Customer A	_							REQUIRED)
Dividend Standing Instruct		Divi	dand Daim		.+\			
Cash Options (select one)				estment (selec		nont		
O Deposit into free credit balance O Cash dividends – Opt-in for Reinvestment O Dividends mailed weekly to client O No Reinvestment								
O Dividends mailed sem				t all – Opt-out	t for Cash o	dividends		
O Dividends mailed mon		·		ope out				
Trading Privileges	<u> </u>							
Cash								
_	Lunderstand +	hat margin ne	rivilagas ara	granted by Ave	os Claarina	IIC in its s	ole discre	etion under the
☐ Margin (not available for all account types)				pplication and				
ior an account types,	Agreement is					separa		
☐ Options (not available				granted by Axo	s Clearing	LLC in its so	ole discre	tion under the
for all account types)				pplication and				
,, ,	Agreement is							

Account Number:	
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Country

STEP 5. ACCOUNT INVESTI	MENT PROFILE							
Annual Income \$	Net Wort	h 	Liqu \$_	uid Net Worth		Risk Tolerance	2	Tax Bracket
O Under \$25,000	(excluding resid	dence)	O Under	\$25,000		O Low	0 (0%
O \$25,001 - \$50,000	O Under \$50,000		O \$25,00)1 - \$50,000		O Moderate	0:	10%
O \$50,001 - \$100,000	O \$50,001 - \$100,0	000	O \$50,00	01 - \$100,000		O Aggressive	0:	12%
O \$100,001 - \$200,000	O \$100,001 - \$500	,000	O \$100,0	001 - \$200,000		O Speculative	0.2	22%
O \$200,001 - \$500,000	O \$500,001 - \$1 m	illion	O \$200,0	001 - \$500,000		•	0.2	24%
O \$500,001 - \$1 million	O \$1,000,001 - \$3	million	O \$500,0	001 - \$1 millior	า		03	32%
O Over \$1 million	O Over \$3 million		O \$1,000),001 - \$3 milli	on		03	35%
			O Over \$	3 million			03	37%
Estimated Value of Investments	Liquidity Ne	eds	Time	Horizon	Aı	nnual Expenses		Special Expenses
O under \$10,000	O less than 1 year		O Undefi	ined	O \$5	0,000 and under	0 9	\$50,000 and under
O up to \$24,000	O 1 – 5 years			an 1 year		0,001 - \$100,000		\$50,001 - \$100,000
O up to \$50,000	O 5 – 10 years		O 1 – 5 y	•		00,001 - \$250,00		\$100,001 - \$250,000
O up to \$200,000	O 10 – 15 years		05-10			50,001 - \$500,00		\$250,001 - \$500,000
O under \$500,000	O Over 15 years		0 10 - 1	•		er \$500,000		Over \$500,000
O over \$500,000	O Not applicable		O Over 1	•		tment Knowledg		neframe
2 313. 4333,333	- Hot applicable		0 0 10 1	.5 , 5 5	O Lir	•		Within 2 years
					O Go			3 – 5 years
						cellent		6 – 10 years
		lı	ı nvestment	Ohiective	I O LX	cenent	10,	0 10 years
O Current Income (A) - Pr	eservation of capital				(H) - Ca	anital appreciatio	n throu	gh quality equity
consideration on current in		with a pin	ilul y			tle or no income		Bir quality equity
O Balanced (F)- A balance		reciation a	nd current					Il appreciation with
income with the primary co						tle to no income.		in appreciation with
O Growth & Income (G) -				-				ootential, involving a
and current income with th				-				n a broad spectrum
appreciation	ie primary considera	tion being i	capitai	of securitie		isk tillough lilves	otinent n	ii a bioau spectiuiii
Investment Experience		Vears of F	xperience		J.	Transactions po	er vear	
Mutual Funds/Exchange Tr	aded Funds	0.0	01-5		5		0 6 - 15	O Over 15
Individual Stocks	aaca ranas	0 0	01-5				0 6 - 15	O Over 15
		0 0						
Bonds		_	01-5		-		0 6 - 15	O Over 15
Options		0 0	O 1 - 5				0 6 - 15	O Over 15
Securities Futures		0 0	O 1 - 5	O Over	5	O 0 - 5	0 6 - 15	O Over 15
Annuities		0 0	O 1 - 5	O Over	5	O 0 - 5	0 6 - 15	O Over 15
Alternative (structured produ	icts, hedge funds, etc.)	0 0	O 1 - 5	O Over	5	O 0 - 5	0 6 - 15	O Over 15
Margin		0 0	O 1 - 5	O Over	5	O 0 - 5	0 6 - 15	O Over 15
STEP 6. TRUSTED CONTAC								
By choosing to provide inform and your account(s) to the TC		ntact Persor	n ("TCP"), yo	ou authorize you	ır Agen	t to contact and to	disclose	information about you
Inquire about yourInquire if another p	 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 Agent. The Agent 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 Tr		-				-		
Name (First, Middle Initial, Last		, tillie.		Relationship				
Primary Telephone Number				Email Address				
Mailing Address								
			1	Chaha			7:-0 :	
City				State			Zip Code	e
Country		rovinco				Foreign Bostal C		

Clearing, custody or other brokerage services provided by Axos Clearing LLC, Member FINRA and SIPC. Axos Clearing LLC is a subsidiary of Axos Financial, Inc. Trademark(s) belong to their respective owners.

Province

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Foreign Postal Code

Account Number:	
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STEP 7. 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

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. YOU ACKNOWLEDGE RECEIVING A COPY OF THIS ACCOUNT APPLICATION AND AGREEMENT.

STEP 8. SIGNATURES

To help the government fight the funding of terrorism and money laundering activities, federal laws require all financial org anizations 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 enter into 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	Print Name	Date
×		
Account Co-Owner Signature	Print Name	Date
×		

APPROVALS

Broker Signature	Print Name	Date
×		
General Principal Signature	Print Name	Date
×		

Trust Certification

Page 1 of 2

TCRT 03/2019

This form must be completed in its entirety and must be signed by *all trustees*. A copy of the will or trust agreement may be required by Introducing Broker Dealer ("IBD") and/or Axos Clearing LLC ("Axos Clearing") before acceptance of the account or prior to executing certain transactions or requests.

Account Title (Title of the Trust to which this certificat	tion applies)	Account Number			
Effective Date of Trust		Latest Amendment or Restatement Date			
Grantor(s), Settlor(s) or Testator(s) who Established the Tr	rust				
Trust Type O Revocable O Irrevocable O Testamer	ntary O Charitable O Fan	nily O Irrevocable Living Trust O Living			
If Revocable, Name of Person(s) who can Revoke	intary Charlesia C run	in a merocasic firming mase of firming			
Tax ID/Social Security Number	Governing State Law				
STEP 2: TRUSTEES					
All trustees to the Trust Agreement must be listed belo	ow.				
Check one of the following if there is more than one	Trustee:				
O The Trust Agreement explicitly authorizes each of the fol		without the approval of the other Trustees. The IBD and/or			
Axos Clearing has the authority to accept orders and other in					
alone, and such Trustee may execute any documents on beh		re. (Under certain circumstances and in its discretion, the			
IBD or Axos Clearing may require the written approval of all		and a second			
O The Trust Agreement <i>does not</i> authorize the trustees to a	act individually on behalf of the Tr	ust account.			
Trustee 1 Name					
Address					
Trustee 2 Name					
Address					
Trustee 3 Name					
Address					
Trustee 4 Name					
Address					
Successor Trustee 1 Name					
Address					
Successor Trustee 2 Name					
Address					
Address					
Successor Trustee 3 Name					
Address					
For additional tru	ıstee(s), attach an additional T	rust Certification.			

Clearing, custody or other brokerage services provided by Axos Clearing LLC,

Trademark(s) belong to their respective owners.

Member FINRA & SIPC. Axos Clearing LLC is a subsidiary of Axos Financial, Inc.

Account Number:

STEP 3: POWERS OF THE TRUSTEE

The undersigned Trustee(s) certify that, under the Trust Agreement and/or applicable state or local law, they have the power to enter into transactions for the purchase and sale of securities and other investments, including without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.

In Addition to the Foregoing Powers, the Undersigned Trustees are Specifically Authorized to:

O Yes O No	Maintain margin accounts and through such accounts borrow money to withdraw funds on margin, purchase securities on margin
O Yes O No	and to pledge those securities and all others in the margin account as security for the loan.
	Borrow money or make any contract the effect of which is to borrow money, and secure such obligations by mortgages or other
O Yes O No	liens upon any Trust property; borrow, guarantee and/or pledge any Trust assets as collateral, as the case may be, with respect to a
O Yes O No	loan; guarantee a borrowing of money or to make any contract the effect of which is to guarantee a borrowing, and secure such
	obligations by mortgages or other liens upon any Trust property.
O yes O No	Sell securities that the Trust does not own (short sales) and borrow securities to facilitate this practice.
O yes O No	Engage in the purchase of call options.
O Yes O No	Engage in covered call writing.
O yes O No	Engage in the purchase of put options.
O yes O No	Engage in the sale of uncovered call and put options and engage in spread, straddle and all other options strategies.
	Delegate Trustee powers, including check writing authority, to third parties, such as investment advisors or other agents, under a
O Yes O No	Power of Attorney ("POA"), other document, or the Trust Agreement. A copy of the POA, other document, or section of the Trust
	Agreement showing the delegation of such power in undersigned's capacity as Trustee is also required.
O yes O No	Establish and maintain an account with a debit card and/or check writing, from which account funds are directly spent, the
O res O No	responsibility for which is entirely that of the Trustee(s).
	Receive on behalf of the Trust or deliver to the Trust or third parties any and all assets including, but not limited to, monies, stocks,
O Yes O No	bonds, and other securities. To sell, assign and endorse for transfer certificates representing stocks, bonds, and other securities
	now registered or hereafter registered in the name of the Trust.
O Yes O No	Transfer any and all assets of the Trust to any of the Trustee(s) individually.
O yes O No	Execute and sign Form W-9 for a US trust, or the relevant Form W-8 for a foreign trust.

STEP 4: TRUSTEE(S) INDEMNIFICATION AND SIGNATURES

The undersigned Trustees jointly and severally indemnify and hold harmless the IBD and Axos Clearing, and each of their affiliates, officers, directors, employees, agents, successors or assigns from any liability (including attorney's fees) from and against any claims, judgments, expenses, liabilities or costs of defense or settlement arising out of or related to breach of any representation or warranty made herein, or from effecting any transfer or transactions pursuant to instructions given by any of the Trustees or Successor Trustees listed above, or any actual improper or unsuitable action resulting from instructions given to the IBD or Axos Clearing by any of the Trustees. This indemnification is made by us both in our capacities as Trustees and in our individual capacities. We certify that the Trust is currently in existence, has not been revoked, modified or amended in any manner that would cause the certifications herein to be incorrect and, we agree to inform the IBD and/or Axos Clearing immediately in writing of any amendment to the Trust, any change in the composition of the Trustees, or any other event which could alter the certifications made above. We acknowledge the IBD's and/or Axos Clearing's right to examine the Trust Agreement or any other governance document and hereby agree to provide the IBD or Axos Clearing with a copy of these documents if so requested. (Where applicable, plural references in this certification shall be deemed singular.)

SIGNATURES		
Trustee 1 Signature	Print Name	Date
×		
Trustee 2 Signature	Print Name	Date
×		
Trustee 3 Signature	Print Name	Date
×		
Trustee 4 Signature	Print Name	Date
×		
Broker Signature	Print Name	Date
×		
General Principal Signature	Print Name	Date
×		

Clearing, custody or other brokerage services provided by Axos Clearing LLC,
Member FINRA & SIPC. Axos Clearing LLC is a subsidiary of Axos Financial, Inc.
Trademark(s) belong to their respective owners.



A subsidiary of Axos Financial™

Trademark(s) belong to their respective owners.

Beneficial Ownership Certification

This form must be completed by	y the person opening a new	account on heh	alf of a leg	al entity	v Attach addition	nal sh	eets as necessary
Name of Legal Entity		Type of Legal Enti		ai eritit	Account Nu		
Legal Address of Legal Entity	(City		State		ZI	P Code
Name of Natural Person Opening the Account Title of Natural Person Opening the Account							
EQUITY INTEREST OWNER Provide the following information understanding, relationship or contact the state of		-			-	_	
Ownership Percentage %	Name of Natural Person		Socia	l Securit	y Number/Tax ID		Date of Birth
Trading Authority No Climited Full	Address \(\) Residential \(\)E	Business		Addre	ess 2		
Identification (required for non-US persons)	City	State	ZIP C	ode	Foreign Postal (Code	Country
O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:		Issue Da	TE (MM/DD/YYYY)	EXPIR	RATION DATE (MM/DD/YYYY)
Ownership Percentage %	Name of Natural Person			Social Security Number/Tax ID			Date of Birth
Trading Authority ○ No ○Limited ○ Full	Address Residential Business			Address 2			
Identification (required for non-US persons)	City	State	ZIP C	ode	Foreign Postal C	Code	Country
O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:		Issue Da	TE (MM/DD/YYYY)	EXPIR	RATION DATE (MM/DD/YYYY)
Ownership Percentage %	Name of Natural Person		Social Security Number/Tax ID				Date of Birth
Trading Authority No OLimited Full	Address \(\) Residential \(\)E	Business	 	Address 2			1
Identification (required for non-US persons)	City	State	ZIP Co	ode	Foreign Postal C	Code	Country
O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:		Issue Da	TE (MM/DD/YYYY)	EXPIR	RATION DATE (MM/DD/YYYY)
Ownership Percentage %	Name of Natural Person		Socia	l Securit	y Number/Tax ID		Date of Birth
Trading Authority No Climited Full	Address Residential Business		Address 2				
Identification (required for non-US persons)	City	State	ZIP Co	ode	Foreign Postal C	Code	Country
O Passport O Other Government-issued ID	issued ID PLACE/COUNTRY OF ISSUANCE ID NO: ISSUE DATE (MM/DD/YYYY) EXPIRATION DATE (MM/DD/YYYY)			RATION DATE (MM/DD/YYYY)			
Attach additional pages for additi	onal Equity Interest Owners i	f needed	•				
	Con	NTINUED N EXT	PAGE				
Clearing, custody or other brokera Member FINRA & SIPC. Axos Clea		•					Page 1 of 2 BOCF 3/2019



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Trademark(s) belong to their respective owners.

Beneficial Ownership Certification

CONTROL PERSON

Identify individuals with significant responsibility in managing the legal entity such as, but not limited to:

Executive officer or senior manager (Chief Executive Officer; Chief Financial Officer; Chief Operating Officer; Managing Member; General Partner; President; Vice President; Treasurer) OR any other individual who regularly performs similar functions.

General Partner; Presi	dent; Vice President; Treasur	rer) OR	any other in	divi	dual who i	egularly perforr	ns sim	nilar functions.
Title	Name of Natural Person			Social Security Number/Tax ID				Date of Birth
Trading Authority	Address Residential Business Address 2							
○ No ○Limited ○ Full Identification (required for	City	Sta	ate	ZIP	Code	Foreign Postal (Code	Country
non-US persons) O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:			ISSUE DAT	E (MM/DD/YYYY)	EXPIR	I RATION DATE (MM/DD/YYYY)
Title	Name of Natural Person			Soc	ial Security	Number/Tax ID		Date of Birth
Trading Authority	Address \(\text{Residential} \(\text{OB} \)	usiness			Addre	Address 2		
○ No ○Limited ○ Full Identification (required for	City	Sta	ate	ZIP	Code	Foreign Postal (Code	Country
non-US persons) O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:			Issue Dat	E (MM/DD/YYYY)	Expir	RATION DATE (MM/DD/YYYY)
Title	Name of Natural Person			Soc	ial Security	Number/Tax ID		Date of Birth
Trading Authority	Address Residential Business			Addre	Address 2			
○ No ○Limited ○ Full Identification (required for	City	Sta	ate	ZIP	Code	Foreign Postal (Code	Country
non-US persons) O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:			ISSUE DAT	E (MM/DD/YYYY)	Expir	RATION DATE (MM/DD/YYYY)
Title	Name of Natural Person			Soc	ial Security	Number/Tax ID		Date of Birth
Trading Authority	Address	usiness	1		Addre	ss 2		
○ No ○Limited ○ FullIdentification (required for	City	Sta	ate	ZIP	Code	Foreign Postal (Code	Country
non-US persons) O Passport O Other Government-issued ID	PLACE/COUNTRY OF ISSUANCE	ID No:			ISSUE DAT	E (MM/DD/YYYY)	Expir	RATION DATE (MM/DD/YYYY)
Attach additional pages for additi	onal Control Persons if needer	d						
CERTIFICATION L horoby cortify to the best of m	ny knowlodgo that the inform	nation	orovidod abo	ovo i	is complet	o and correct		
I hereby certify, to the best of my knowledge, that the information provided above is complete and correct. SIGNATURE OF NATURAL PERSON OPENING THE ACCOUNT SIGNATURE OF NATURAL PERSON OPENING THE ACCOUNT SOLUTION ISSUER PRINTED NAME DATE				ATE				
		/	1					
TO BE COMPLETED BY THE INTO Must be executed by a Principal				eside	ent; Chief	Executive Office	r (CEC	D); Chief Compliance
Officer (CCO); or Anti-Money La Reviewed by:							-	·
SIGNATURE			PRINTED N	AME			D,	ATE
*								
Clearing, custody or other brokera Member FINRA & SIPC. Axos Clea	= :	_						Page 2 of 2 BOCF 3/2019

SCHEDULE 15G

Important Information on Penny Stocks

The U.S. Securities and Exchange Commission (SEC) requires your broker to give this statement to you, and to obtain your signature to show that you have received it, before your first trade in a penny stock. This statement contains important information – and you should read it carefully before you sign it, and before you decide to purchase or sell a penny stock.

In addition to obtaining your signature, the SEC requires your broker to wait at least two business days after sending you this statement before executing your first trade to give you time to carefully consider your trade.

Penny stocks can be very risky.

Penny stocks are low-priced shares of small companies. Penny stocks may trade infrequently - which means that it may be difficult to sell penny stock shares once you have them. Because it may also be difficult to find quotations for penny stocks, they may be impossible to accurately price. Investors in penny stock should be prepared for the possibility that they may lose their whole investment.

While penny stocks generally trade over-the-counter, they may also trade on U.S. securities exchanges, facilities of U.S. exchanges, or foreign exchanges. You should learn about the market in which the penny stock trades to determine how much demand there is for this stock and how difficult it will be to sell. Be especially careful if your broker is offering to sell you newly issued penny stock that has no established trading market.

The securities you are considering have not been approved or disapproved by the SEC. Moreover, the SEC has not passed upon the fairness or the merits of this transaction nor upon the accuracy or adequacy of the information contained in any prospectus or any other information provided by an issuer or a broker or dealer.

Information you should get.

In addition to this statement, your broker is required to give you a statement of your financial situation and investment goals explaining why his or her firm has determined that penny stocks are a suitable investment for you. In addition, your broker is required to obtain your agreement to the proposed penny stock transaction.

Before you buy penny stock, federal law requires your salesperson to tell you the "<u>offer</u>" and the "<u>bid</u>" on the stock, and the "<u>compensation</u>" the salesperson and the firm receive for the trade. The firm also must send a confirmation of these prices to you after the trade. You will need this price information to determine what profit or loss, if any, you will have when you sell your stock.

The offer price is the wholesale price at which the dealer is willing to sell stock to other dealers. The bid price is the wholesale price at which the dealer is willing to buy the stock from other dealers. In its trade

with you, the dealer may add a retail charge to these wholesale prices as compensation (called a "markup" or "markdown").

The difference between the bid and the offer price is the dealer's "<u>spread</u>." A spread that is large compared with the purchase price can make a resale of a stock very costly. To be profitable when you sell, the bid price of your stock must rise above the amount of this spread <u>and</u> the compensation charged by both your selling and purchasing dealers. <u>Remember that if the dealer has no bid price</u>, you may not be able to sell the stock after you buy it, and may lose your whole investment.

After you buy penny stock, your brokerage firm must send you a monthly account statement that gives an estimate of the value of each penny stock in your account, if there is enough information to make an estimate. If the firm has not bought or sold any penny stocks for your account for six months, it can provide these statements every three months.

Additional information about low-priced securities - including penny stocks – is available on the SEC's Web site at http://www.sec.gov/investor/pubs/microcapstock.htm. In addition, your broker will send you a copy of this information upon request. The SEC encourages you to learn all you can before making this investment.

Brokers' duties and customer's rights and remedies.

Remember that your salesperson is not an impartial advisor - he or she is being paid to sell you stock. Do not rely only on the salesperson, but seek outside advice before you buy any stock. You can get the disciplinary history of a salesperson or firm from NASD at 1-800-289-9999 or contact NASD via the Internet at www.nasd.com. You can also get additional information from your state securities official. The North American Securities Administrators Association, Inc. can give you contact information for your state. You can reach NASAA at (202) 737-0900 or via the Internet at www.nasaa.org

If you have problems with a salesperson, contact the firm's compliance officer. You can also contact the securities regulators listed above. Finally, if you are a victim of fraud, you may have rights and remedies under state and federal law. In addition to the regulators listed above, you also may contact the SEC with complaints at (800) SEC-0330 or via the Internet at help@sec.gov.

ACKNOWLEDGMENT OF RECEIPT - Schedule 15G

Please acknowledge that you received and read the "**Schedule 15G - Important Information on Penny Stocks**", which was set forth on the preceding 2 pages, by signing and dating this document in the space provided below and returning it <u>BY MAIL TO</u>:

Cambria Capital, LLC Attention: Compliance 488 E. Winchester St., Suite 200 Salt Lake City, Utah 84107 Telephone (801) 320-9607

OR BY FAX TO:

Cambria Capital, LLC Attention: Compliance Fax No. (801) 320-9610

Date:	
	Signature
	Please Print Name
Date:	
	Signature (If Joint or Multiple Trustees)
	Please Print Name

Based upon the foregoing information which you have provided, Cambria Capital LLC has made the determination that transactions in "penny stocks" as that term is defined by section 3(a)(51) of the Securities Exchange Act of 1934, as amended ("Exchange Act") are suitable for you and that you have sufficient knowledge and experience in financial matters to enable you to evaluate the risks of transactions in penny stocks. In this regard, you have informed us that you understand that there is risk in connection with investments in penny stocks which could involve the loss of your entire investment with respect to any particular penny stock. This suitability determination should therefore not be construed by you as an indication that Cambria Capital LLC believes any particular investment by you in a penny stock is a safe investment or an investment that will result in a gain to you and does not constitute a recommendation to purchase any security.

THE FOREGOING STATEMENT IS REQUIRED TO BE PROVIDED TO YOU BY RULE 15G-9 UNDER THE SECURITIES AND EXCHANGE ACT OF 1934. IN ADDITION, IT IS UNLAWFUL FOR CAMBRIA CAPITAL LLC TO EFFECT A TRANSACTION IN A PENNY STOCK SUBJECT TO EXCHANGE ACT RULE 15g-9(a)(12) UNLESS CAMBRIA CAPITAL LLC HAS RECEIVED, PRIOR TO THE TRANSACTION, A WRITTEN AGREEMENT TO THE TRANSACTION FROM YOU.

YOU SHOULD NOT SIGN AND RETURN THIS STATEMENT TO CAMBRIA CAPITAL LLC IF IT DOES NOT ACCURATELY REFLECT YOUR FINANCIAL SITUATION, INVESTMENT EXPERIENCE, AND INVESTMENT OBJECTIVES. YOU AGREE TO NOTIFY US IN WRITING IF ANY OF THE ABOVE INFORMATION CHANGES.

By signing below you hereby acknowledge, understand, and agree with the foregoing suitability determination and that is solely based upon the information you have provided to us, the veracity of which you hereby warrant.

DATE	
	Signature of Customer
	Printed Name of Customer
DATE	Signature of Joint Subscriber (if any)
	Printed Name of Joint Subscriber (if any)
Account approved for	transactions in penny stocks: CAMBRIA CAPITAL LLC
DATE	By:
	Duly Authorized Officer



Cambria Capital, LLC Member FINRA/SIPC 488 E. Winchester St., Suite 200

Salt Lake City, UT 84107 Phone: (801) 320-9606 Fax: (801) 320-9610 Toll Free: (877) 226-0477 www.cambriacapital.com

Cambria Capital Account Funding Options

Checks

Make Checks payable to "Axos Clearing". Write your account number in the memo field of the check. Mail payment to:

Cambria Capital LLC 488 E. Winchester St., Suite 200 Salt Lake City, UT 84107

Wires

Please fill in the exact name on your Cambria account and the account number on the following wiring instructions and give to your bank:

BMO Harris Bank
111 West Monroe Street
Chicago, IL 60690
Tel: 312-461-2323
ABA# 071000288
Account# 3174109
Account Name: Axos Clearing
FBO Account #:
FBO Account Name:

Additional info (if needed): Swift Code HATRUS44

ACH (Direct Deposit)

If you have already set up ACH for your account, then please contact your representative to instruct them to move the funds from your bank account to your brokerage account.

To set up ACH, please download the "Money Link Electronic Funds Transfer" Form from our website and fill out completely, sign and attach a voided check.

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") sets forth the Terms and Conditions that govern Your brokerage account with Axos Clearing LLC, Member SIPC. Throughout this Agreement, the words, "You" and/or "Your" means Axos Clearing LLC ("Axos Clearing") its successors and assigns and "I", "Me", "My", or "Myself" means the beneficial owner(s) of the brokerage account.

TO: My Introducing Broker Dealer and Axos Clearing: In consideration of You opening and/or carrying one or more accounts on My behalf, I represent and agree with respect to all accounts, whether upon margin or cash, as follows:

- 1. Representation as to Capacity. If an individual, I am of legal age under the laws of the State where I reside and authorized to have a brokerage account carried by Axos Clearing, which is subject to the terms of this Agreement and, except as otherwise disclosed to You, I am not an employee of any exchange or FINRA and I am not an employee or associated person of a member firm of any exchange or of a member firm of FINRA. I will promptly notify You if I become so employed or associated. To the extent that I have not already disclosed to You the following, I will notify You in writing if I, My spouse or immediate family member living in My household becomes a director, 10% beneficial shareholder, or an affiliate of a publicly traded company. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to open and/or have a brokerage account carried by Axos Clearing, which is subject to the terms of this Agreement, to abide by and fulfill My obligations under this Agreement, and the persons authorized on the account are fully authorized to act on My behalf. No person, except Me (or any person named in a separate agreement), has any interest in the account carried pursuant to this Agreement. I acknowledge that unless Axos Clearing receives written objection from Me, under SEC Rule 14B-1(c), Axos Clearing may provide My name, address, and security positions to requesting companies in which I hold securities.
- 2. **Authorization.** I appoint You as my agent for the purpose of carrying out My directions to You in accordance with the Terms and Conditions of My Agreement with You for My account and risk with respect to the purchase or sale of securities. To carry out Your duties, You are authorized to open or close brokerage accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. Unless I give You discretion by written authorization, all transactions will be done only on My order or the order of My authorized delegate except as described in Section 8.
- Role and Responsibility of Clearing Broker. I understand that Axos Clearing carries My account(s) as clearing broker pursuant to a carrying agreement, also referred to as a clearing agreement, between My Introducing Broker Dealer and Axos Clearing, and that Axos Clearing will clear all transactions under this Agreement pursuant to that carrying or clearing agreement. If My account has been introduced to Axos Clearing and is carried by Axos Clearing acting solely as a "clearing broker," I agree that Axos Clearing is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of My Introducing Broker Dealer. I further understand that transactions may be executed by other broker-dealers, including My Introducing Broker Dealer as principal. I understand that Axos Clearing provides no investment advice in connection with this account nor does Axos Clearing give advice or offer any opinion with respect to the suitability of any transaction, security or order. Until receipt from Me of written notice to the contrary, Axos Clearing may accept from My Introducing Broker Dealer without inquiry or investigation, (i) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. Axos Clearing shall look solely to My Introducing Broker Dealer unless otherwise directed by My Introducing Broker Dealer, and not to Me with respect to any such orders or instructions. I understand that Axos Clearing will deliver confirmations, statements, and margin maintenance calls if applicable, with respect to My account directly to Me with copies to My Introducing Broker Dealer, and that Axos Clearing will look directly to Me or My Introducing Broker Dealer for delivery of margin, payment, or securities. I understand that My Introducing Broker Dealer is primarily responsible for other notifications to Me concerning My account, including without limitation trade and other service restrictions and changes in charges, pricing, and fees. I agree to hold Axos Clearing harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Axos Clearing has acted in accordance with the above. The foregoing shall be effective as to My account until written notice to the contrary is received from Me by Axos Clearing or My Introducing Broker Dealer. You will respond to inquiries I may make concerning My brokerage account and if any inquiry is in the form of a complaint regarding My Introducing Broker Dealer, Axos Clearing will be responsible for (i) promptly notifying My Introducing Broker Dealer about the complaint; (ii) providing Me with an acknowledgement that Axos Clearing has done this; and (iii) providing a copy of My complaint to My Introducing Broker Dealer's designated examining authority.
- 4. **Effect of Reports and Statements.** I agree that reports of execution of orders and statements of My account shall be conclusive if not objected to within ten (10) days after transmittal to Me by mail or otherwise. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing.
- 5. **Important Information About Procedures for Opening and/or Maintaining an Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open or maintain an account carried by Axos Clearing, You will ask for My name, address, date of birth and other information that will allow You to identify Me. You may also ask to see My driver's license or other identifying documents and subsequently make copies for the records.
- 6. SIPC and Other Insurance Coverage. I understand that 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 or via telephone at (202) 371-8300. I understand that 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). I understand that such coverage does not include transactions or trading losses or declines in the value of securities.
- 7. **Telephone Recordings.** I understand and agree that any telephone conversation with You will or may be recorded for accuracy and I consent to such recording.
- 8. **Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me.
- 9. Payment of Indebtedness. In the event I become indebted to You in the course of operation of this account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, You may close My account and liquidate any assets in My account at Your discretion in an amount sufficient to pay My indebtedness. As security for any and all liabilities arising in favor of You, I pledge to Axos Clearing a security interest in all property held by Axos Clearing in any account maintained by Axos Clearing for Me individually, jointly or in the name of another person or entity. Axos Clearing is hereby authorized to make whatever disposition of pledged property it may deem appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that Axos Clearing shall be entitled to exercise the rights and remedies, with respect to the pledged property, generally afforded a secured party under the Uniform Commercial Code. The reasonable costs of collection of any debit balance and any unpaid deficiency in My accounts, including attorney's fees incurred by You shall be reimbursed by Me to You.
- 10. **Sell Orders; Deliveries and Settlements.** Unless otherwise specifically designated, any order directing the sale of Property shall be deemed to be a "long" sale, and in connection with any such order, I represent that I am the owner of the property subject of such order and agree to deliver the property to You in negotiable form on or before the settlement date. In the event that I fail to deliver the property to You by the close of business on the settlement date, You are authorized, in your discretion and without notice to Me, to (i) delay settlement, (ii) purchase comparable property to cover My position, or (iii) cancel the transaction. You may also charge any loss (including Interest), commission and fees to My account.
- 11. **Buy Orders; Settlements.** When I have directed that property be purchased, I agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that I fail to provide sufficient funds, You may, at your option and without notice to Me, (i) charge a reasonable rate of interest, (ii) liquidate the property subject of the buy order, or (iii) sell other property owned by Me and held in any account. You may also charge any consequential loss to My account.
- 12. **Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct You on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse You for, or deliver to You, said dividend or distribution.

- 13. **Restrictions on Trading.** I understand that You may, in Your sole discretion and without prior notice, prohibit or restrict the trading of securities, or the substitution of securities, in any of My accounts. I understand that You may execute all orders by Me on any exchange or market, unless I specifically instruct You to the contrary.
- 14. **Governing and Applicable Law.** This Agreement and all transactions made in My account shall be governed by the laws of the State of New York, (regardless of the choice of law rules thereof) except to the extent governed by federal securities law, the Federal Arbitration Act, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.
- 15. Ratification; Sub-Brokers and Agents; Extraordinary Events; Indemnification. You may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and You shall be responsible only for reasonable care in their selection. I understand that You shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, natural disasters or any other conditions or causes beyond Your control or anticipation, including, but not limited to, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities. I agree to indemnify and hold You harmless from any loss, damage or liability arising out of any transaction in which You act, directly or indirectly, as My agent, absent any willful or grossly negligent conduct by You.
- 16. Mutual Fund Transactions. In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I 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. I further understand that any mutual fund order entered with You is placed by You on a best efforts basis as prescribed and recognized by the individual fund, and that You are not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold You harmless for any deficiencies contained therein. I authorize You to act as My agent in the purchase and redemption of fund shares.
- 17. Joint Account Authorization. In consideration of Your carrying a joint account for the persons identified as the account holders, we jointly and severally agree to be fully and completely responsible and liable for this account and to pay on demand any balance due. Each of us, or any person authorized to act on behalf of the account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the account. You are authorized and directed to act upon instructions received from any of us. Suitability information provided by us reflects the combined interests of all joint owners. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of us agrees to hold You and Your employees and agents harmless from and indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of You, Your employees or agents following the instructions of any of us. Axos Clearing in its sole discretion may at any time suspend all activity in the joint account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the joint account or the property therein be in writing, signed by all of us. You may recover from the account or from any of us such costs as You may incur, including reasonable attorney's fees, as the result of any dispute among us relating to or arising from the account. Upon any event that causes a change in the ownership of the joint account (divorce, death, assignment, etc.), all remaining accountholders or survivors shall immediately notify You in writing. You may take such actions in the account as You deem advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to You for any net debit balance or loss in the account in any way resulting from any transactions initiated prior to notification to You or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Notwithstanding the governing law provisions of this Agreement, the legal ownership of our accounts shall be governed by the internal laws of the state of residence.
- 18. Liens. I further agree, jointly and severally if this is a joint account, that all property including cash or securities You may at any time be holding or carrying for Me shall be subject to a lien in Your favor for the discharge of obligations of the account to You. Such lien is to be in addition to and not in substitution of the rights and remedies You otherwise would have.
- 19. **Definitions of the Word "Property."** For all purposes of this Agreement, the word "Property" means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by You in any manner for Me.
- 20. **Effect of Attachment or Sequestration of Accounts.** You shall not be liable for refusing to obey any orders given by or for Me with respect to any account(s) that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.
- 21. **Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors shall immediately give You written notice thereof, and You 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 You may deem advisable to protect You against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint Account Holders, all open orders shall be canceled, but You shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, You may in your discretion close out any or all of My accounts without awaiting the appointment of a personal representative for My 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 You 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 You 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 Your rights under this Agreement to take any action that You could have taken if I had not died.
- 22. Tax Reporting. The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
- 23. Information Accuracy. I (a) certify that the information and representations contained in this Agreement and any other document or information that has been or will be furnished to You in connection with My account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to extend credit is a federal crime, (b) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (a) of this Section and any other normal sources of debit or credit information, (c) authorize anyone so contacted to furnish such information to You as You may request, and (d) agree that this Agreement and any other document or information I furnish in connection with My account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements, documents, or information. You may retain this Agreement and all other such documents or information and their respective records at Your sole discretion, whether or not credit is extended.
- 24. **Credit Information and Investigation.** I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained.
- 25. **Equity Orders and Payment for Order Flow.** Securities and Exchange Commission rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. You transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement) access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by You in connection with any specific transactions will be furnished upon written request.

- 26. **Free Credit Balances.** To the extent that I have elected to participate in the Axos Clearing Insured Deposit (DLD) program, I authorize You to invest the free credit balances in My account. I authorize You, without further notice, to redeem Myfundsfrom the DLD Program to the extent necessary to satisfy any debits arising in any of My accounts. I understand that I have the option of liquidating the balance of my DLD Program funds and either keeping them or returning the proceeds to My account. I have chosen this option in full understanding of the alternatives available to Me as well as the cost, benefits and risks of this selection and the alternatives.
- 27. Fees and Charges. I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the account. Interest due on the account is payable on demand. In the case of any stock borrow I request, I understand and agree that Axos Clearing may charge Me borrow rates that it determines in its sole discretion and which Axos Clearing will disclose upon request to My Introducing Broker Dealer. I also agree to pay such expenses incurred by You in connection with collection of any unpaid balance due on My accounts, 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, I understand and agree that if I 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 My cash account contains funds in advance of the trade sufficient to pay for any new purchase in full, I agree that I will not be permitted to purchase or sell any new securities in that account. I agree that Axos Clearing will cancel or remove any trades from My cash account that are made in violation of these or any other legal or regulatory prohibitions on freeriding. Axos Clearing and I agree that nothing stated in this section constitutes a modification of any laws or regulations to which Axos Clearing and I are subject.

29. Arbitration.

- a. The following general provisions apply to all arbitrations pursuant to this section:
 - All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - iii. 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.
 - iv. 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.
 - v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - vi. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- b. Any controversy or claim arising out of or relating to this Agreement shall be settled by FINRA arbitration procedures then in effect. I agree that any judgment upon an award rendered by arbitration may be entered in any court having proper jurisdiction.
- c. 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
- d. 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.

- e. The venue for all arbitration proceedings arising out of or relating to this Agreement shall be Omaha, NE. By having an account subject to the terms of this Agreement, I acknowledge and accept Omaha as the arbitration hearing location.
- f. This Agreement to arbitrate does not entitle Me to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a competent jurisdiction.
- 30. **Notice**. All communications, including margin calls, may be sent to Me at the mailing address for the account or E-mail address that I have given to You, to either E-mail address in the case of joint accounts where each account holder has given an E-mail address(notice to both E-mail addresses is not required) or at such other address as I may hereafter give You in writing or by E-mail at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to me personally, whether actually received or not.
- 31. **Headings.** The heading of each provision hereof is for descriptive purposes only and shall not be (i) deemed to modify or qualify any of the rights or obligations set forth herein or (ii) used to construe or interpret any of the provisions hereunder.
- 32. **No Waiver; Cumulative Nature of Rights and Remedies.** Your failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Your part to exercise any power or right given to You in this Agreement, or a continued course of such conduct on Your part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.
- 33. Miscellaneous Provisions. The following provisions shall also govern this Agreement:
 - a. This Agreement and all documents incorporated by reference are governed by the laws of the State of New York.
 - b. I hereby ratify and confirm all transactions heretofore made and entered into with You.
 - c. This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators.
 - d. If any provision of this Agreement shall be determined to be invalid, the remainder hereof shall remain in full force and effect.
 - e. This Agreement may be terminated by either Me or You upon thirty (30) days written notice. I will remain liable to You for any charges due, whether arising before or after termination.
 - f. No provision of this Agreement may be altered, changed or revised except by a written instrument signed by Me and Axos Clearing.
 - g. I will notify You if any representation herein is or becomes materially inaccurate.
- 34. **Severability.** If any provisions or conditions of this Agreement become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force or affect.

BY AGREEING TO OPEN AN ACCOUNT WITH AXOS CLEARING AND/OR HAVE MY ACCOUNT CARRIED BY AXOS CLEARING, I ACKNOWLEDGE THAT I 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 29 OF PAGE 3.

Axos Clearing Insured Deposit Program — Summary of Terms and Conditions

Program Summary

The Axos Clearing Insured Deposit Program ("The Program") provides a cash sweep capability for customers. Under The Program provided by Axos Clearing LLC ("Axos Clearing", "The Firm", "We", or "Us") and selected by your Introducing Broker Dealer and administered by a third party selected by the Firm ("Program Administrator"), your uninvested cash balances in eligible accounts will be automatically deposited into an interest-bearing Federal Deposit Insurance Corporation ("FDIC") insured deposit account at one or more of the banks or depository institutions participating in The Program, collectively called "Program Banks."

Your uninvested cash balances are deposited with a network of Program Banks in a manner designed to provide you with a maximum deposit insurance potentially in excess of the current FDIC limits (The Firm's current limits are available at www.axosclearing.com). A separate account for the benefit of Program participants will be established at each of The Program Banks for deposit in The Program (the "Deposit Accounts"). Once your funds in a Deposit Account at any of the individual Program Banks reach 95% of the applicable FDIC insurance limit, any additional funds will be deposited at another Program Bank. The Deposit Accounts will be insured by the FDIC within certain applicable limits. FDIC insurance will not cover amounts over the applicable maximum insurance limit that you have on deposit with any particular Program Bank.

All activity with respect to your accounts will appear on your periodic account statement, including the total of your opening and closing account balances in The Program and a breakdown of your bank deposit balance at each individual Program Bank at which you have deposits. If you maintain a separate account at a Program Bank outside of The Program, you are responsible for monitoring the total amount of deposits that you have with The Program Bank to determine the extent of deposit insurance coverage available to you. The total amount of FDIC insurance coverage may change at any time.

The Program is your default sweep option for available cash in your eligible accounts. By your participation in The Program, you acknowledge that you have received and carefully read these Terms and Conditions. If you have any questions about any of the provisions of these Terms and Conditions, please contact your Introducing Broker Dealer.

The Program should not be viewed as a long-term investment option. If you desire to maintain invested cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Introducing Broker Dealer to discuss investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs. Please keep in mind that such outside investment options may not be FDIC insured and may not include the automatic sweep features included in The Program.

As provided in your account agreement with your Introducing Broker Dealer and the Customer Agreement, The Firm is the carrier of your brokerage account as clearing broker pursuant to a clearing agreement with your Introducing Broker Dealer. As clearing broker, The Firm provides certain administrative services in connection with The Program. The services rendered by The Firm in connection with The Program are not intended to create a joint venture, partnership, or other form of business organization of any kind with any other party. The Firm shall not be responsible or liable for any acts or omissions of your Introducing Broker Dealer, any Program Bank, or their respective employees. The Firm provides no advice regarding The Program, nor does The Firm give advice or offer any opinion with respect to the suitability of any transaction or order in connection with your brokerage account. Neither your Introducing Broker Dealer nor any Program Bank is acting as the agent of The Firm. You agree that you will not hold The Firm, its affiliates, and its officers, directors, and agents liable in connection with any transactions related to The Program.

Differences Between Axos Clearing Insured Deposit (DLD) Program and Holding Deposits in a Cash Account

The Program and cash balances are subject to differing risks and account protection. Cash balances are not bank accounts and not subject to FDIC insurance protection. The Program is covered by FDIC. Deposits in The Program equal to or less than the maximum FDIC deposit insurance limit are insured against the risk of a Program Bank's failure.

FDIC Coverage and Limitations

Upon deposit into The Program, your deposits are insured by the FDIC, an independent agency of the federal government backed with the full faith and credit of the U.S. Government, up to the current FDIC limit per depositor for each category of legal ownership. To provide potential additional coverage, The Program uses a network of Program Banks in a manner designed to provide you with a maximum deposit insurance limit in excess of the current FDIC limits per depositor for each category of legal ownership. If the amounts deposited in The Program exceed the maximum deposit insurance limit, the excess funds will be deposited at a Program Bank and not be insured by the FDIC. If you have or make deposits on your own with a Program Bank, neither Axos Clearing nor your Introducing Broker Dealer will be aware of these deposits and they may not be insured.

Additional FDIC insurance coverage may also apply to certain categories of legal ownership. For additional information and any other questions about FDIC Deposit Insurance coverage, you may wish to seek advice from your own legal advisor. You may also obtain information by contacting the FDIC, Division of Supervision and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 (TDD)), by e- mail (dcainternet@fdic.gov), or by accessing the FDIC Web site at www.fdic.gov.

Your Responsibility

You must monitor and determine the best sweep option for you under The Program. You may elect not to participate in The Program and instead periodically invest cash balances directly into investment options that may be available outside of The Program to help maximize your return potential consistent with your investment objectives, risk tolerance and liquidity needs.

You are responsible for monitoring the total amount of all deposits you have at each Program Bank for purposes of calculating your FDIC insurance coverage. Activity with respect to your funds in The Program, including The Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. If your total funds on deposit at any individual Program Bank exceed the maximum deposit insurance limit, the FDIC will not insure your funds in excess of the limit.

Interest

The Program Banks will pay interest on funds in The Program at a variable rate established periodically by The Firm based on prevailing market, economic and other business conditions. The Firm may change the interest rate at our discretion without notice to you. The Firm may establish a schedule of rates to be applied to accounts based on, among other things, the total value of household assets in your brokerage accounts. The asset tiers and interest rates may be changed by The Firm from time-to-time. Current interest rate information is available by contacting your Introducing Broker Dealer.

Interest on funds in The Program will accrue from the day funds are deposited by us into The Program up to, but not including, the day of withdrawal. The Program Banks will use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will be compounded monthly and will be credited to your account on or about the 25th day of each month (or preceding business day if the 25th day is not a business day). You will receive a 1099-INT form from The Firm indicating the amount of interest paid to you.

Fees

No direct fees will be assessed to you or deducted from your brokerage account with respect to The Program. We may, without notice, refuse any deposit, close any account or impose a fee, if your actions become administratively burdensome.

Program Compensation

No direct fees will be assessed to you or deducted from your specified rate of return. Instead fees are collected from The Program Banks. The fee of the Program Administrator will be collected from The Program Banks in the form of fees collected in addition to interest paid on The Program. The Firm will receive a fee from the Program Administrator that varies depending on the balance in your account, the service plan you may be on and other factors. Although the actual fees are subject to change and vary depending on the tier and other factors (please see our website at www.axosclearing.com for the applicable rate structure), this fee currently is expected to range from .5% to 6.0%. This fee is subject to change and we may waive all or part of this fee. Other than applicable fees charged by us on a brokerage account, there will be no charge, fee or commission charged to your account with respect to The Program.

Eligibility

The Program is available to individuals, certain non-profit organizations and to certain fiduciaries and trusts, provided that the beneficiaries are individuals or otherwise eligible. Accounts in the name of business entities including corporations, limited liability companies and partnerships are also eligible for The Program. Excluded are all plans subject to the Employee Retirement Income Security Act of 1974, as amended. Please contact your Introducing Broker Dealer if you are unsure if your account(s) are eligible.

Deposits

Because The Program is your default sweep option for cash balances in your eligible account, unless you elect out of The Program you will have cash balances in your eligible account(s) automatically deposited in Deposit Accounts at The Program Banks. These Deposit Accounts will receive FDIC coverage up to The Program's maximum deposit insurance limit. There is no minimum initial deposit. Funds will be deposited into a Deposit Account under the following circumstances: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale; and (ii) in the case of available cash balances resulting from non-trade-related credits (e.g., the receipt of dividend or interest payments or a deposit in the brokerage account), on the business day after receipt into your brokerage account of the non-trade-related credit. Funds deposited into a Deposit Account will begin earning interest from the day that they are received by The Program Bank. Your deposit will be in book entry form and, therefore, you will not receive a passbook or a certificate. Your uninvested cash balances will be deposited into a Settlement Account, which will allocate your deposits to any eligible Program Bank according to an order of priority established from time-to-time. Once your funds in a Deposit Account at any of the individual Program Banks reach 95% of the applicable FDIC insurance limit, any additional funds will be deposited at another Program Bank. You may exclude any Program Bank from being able to receive your uninvested cash balance at any time. For example, you may want to exclude any Program Bank at which you maintain balances (e.g. Certificates of Deposit, checking account deposits) which, when added to amounts in the Deposit Account, might exceed the maximum deposit insurance limits. This exclusion may be accomplished at the time of your initial deposit into The Program, or at any other time by contacting your Introducing Broker Dealer and may impact the overall FDIC

Program Banks may be added or removed from The Program. It is your responsibility to monitor your Program deposits with each Program Bank in order for you to determine the extent of insurance coverage available to you.

Deposit Accounts are established on an omnibus basis at each Program Bank, with records of ownership in a manner consistent with FDIC rules governing "pass through" deposit insurance. The Program Administrator also serves as a finder assisting in locating and negotiating deposit arrangements with Program Banks. The Firm, may at any time select a different Program Administrator or finder or the role in The Program of the Program Administrator or finder may be eliminated altogether.

Withdrawals

All withdrawals necessary to satisfy debits in your brokerage accounts will be made by us. A debit will be created, for example, when you purchase securities or request withdrawal of funds from your brokerage account, when you write a check, or use other withdrawal methods (such as through an ACH). Checks written on your brokerage account are not drawn directly against the amounts deposited for you at any of The Program Banks, but the money is transferred back from The Program Banks to an intermediary bank and then to us, and then used to satisfy your debit through The Program. Withdrawals may not be made directly from The Program Banks, except through The Firm.

The funds necessary to satisfy debits in your securities account will be drawn from your account in the following order: (i) free credit balances in your brokerage account (if any); (ii) balances in your money fund (if any); and (iii) amounts in The Program Account.

Electronic Funds Transfers

The only items processed through The Program are deposits from the brokerage account to The Program Banks, transfers among The Program Banks, and transfers back to the brokerage account from The Program Banks.

The Program does not allow electronic funds transfers, ATM access, check-writing, deposit, point-of-sale terminal access, pre-authorized payments to third parties, access by credit or debit card or ACH transfers directly from The Program Bank Deposit Accounts.

Program Deposit Account Error Resolution Notice

Please contact your Introducing Broker Dealer as soon as possible if you think The Program Deposit Account portion of your statement is wrong or if you need more information about a transfer listed on the statement. Your Introducing Broker Dealer must hear from you no later than fifteen (15) business days after the date of the statement on which the claimed problem or error first appeared. In making that contact you must:

- (1) Provide your name and account number (if any);
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information: and
- (3) Provide the dollar amount of the suspected error.

If you provide this information orally, you may be required to send your complaint or question in writing within fifteen (15) business days.

It will be determined whether an error occurred within fifteen (15) business days after hearing from you and any actual error will be promptly corrected. If more time is needed, however, it may take up to forty-five (45) business days to investigate your complaint or question. In such case, it will be requested that The Program Bank credit your Program Deposit Account within fifteen (15) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you are asked to put your complaint or question in writing and your Introducing Broker Dealer does not receive it within fifteen (15) business days, The Program Bank may not credit your Program deposit account.

For errors involving new Program Deposit Accounts, it may take up to ninety (90) business days to investigate your complaint or question. For new Program Deposit Accounts, The Program Bank may take up to twenty (20) business days to credit your Program Deposit Account for the amount you think is in error.

Your Introducing Broker Dealer will contact you with the results within three (3) business days after a investigation is completed. If it is determined that there was no error, a written explanation will be provided. You may ask for copies of the documents used in the investigation.

Account Information

Activity with respect to your funds in The Program, including The Program Banks in which your funds are invested and the interest rate paid to you, will appear on your periodic brokerage account statement. For each statement period, your brokerage account statement will reflect: (i) all deposits to and withdrawals from your Program account; (ii) the opening and closing balances of your Program account; (iii) interest earned on your Program account balances; and (iv) the detail of balances held in your Program account at each Program Bank.

Summary of Certain Relationships

All Program Banks in The Program are depository institutions duly chartered under the laws of the United States or a State thereof, the deposits of which are insured by the FDIC. Your Introducing Broker Dealer and The Firm are broker-dealers registered with the U.S. Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA"). Your Introducing Broker Dealer and The Firm are not banks. Deposit Accounts are held by the respective Program Banks.

Pursuant to the clearing agreement between Your Introducing Broker Dealer and The Firm and acting on the instructions of your Introducing Broker Dealer, The Firm will act as exclusive custodian and agent with respect to all transactions related to The Program. The Deposit Accounts established for The Program will be evidenced by a book entry on the account records of each such Program Bank. The Firm and its agents will maintain records of your interest in each Deposit Account. No evidence of ownership, such as a passbook or certificate, will be issued to you.

All questions regarding your funds in each Deposit Account should be directed to your Introducing Broker Dealer and not The Program Banks. No Program Bank will accept any instructions concerning your deposits in a Program Bank through The Program unless such instructions are transmitted by The Firm or an authorized agent on its behalf.

The Firm will assume the responsibility and the risk of loss for any of your funds transferred from The Program Banks that have been delivered by you to your Introducing Broker Dealer. Until the funds have been received in the Settlement Account maintained at a designated bank (the "Settlement Bank"), withdrawals will be deemed paid by a particular Program Bank when such funds are transmitted by the Program Bank to the Settlement Account. The Program Bank will be released from all liability for such withdrawn funds once the Program Bank delivers those funds to the Settlement Account. The Program Banks are not responsible for the actions of the Program Administrator or for the actions of your Introducing Broker Dealer or The Firm, with respect to The Program or otherwise. Each Program Bank deposit account is an obligation of The Program Bank and is not directly or indirectly an obligation of The Firm. Program Banks are selected by The Firm and Program Banks included in The Program are subject to change at any time. You can obtain publicly available financial information concerning any or all of The Program Banks at www.FDIC.gov or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W. Room 100, Washington DC 20434 or by phone at 800-276-6003.

The Firm does not guarantee in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank. You may exclude deposits of any Program Bank from inclusion in your brokerage account by contacting your Introducing Broker Dealer. By your continued use of The Program, you agree to the terms provided herein.

Waiver of Confidentiality

You expressly give consent for federal or state regulators to access your customer account information for audit and review purposes.

Changes to the Program

Your Introducing Broker Dealer or The Firm may modify or cancel The Program at any time, which may result in changing the sweep option for your account. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you on your uninvested cash balances during any given period, and the rate of return may be lower. You will receive advance notice of any change that results in changing the sweep option for your account. Unless you object within the time period specified, we will transfer the balances from your prior sweep into any new sweep.

Relationships and Your Privacy

Although your Introducing Broker Dealer, The Firm, and The Program Banks may share certain information about you and your accounts, information shared with Program Banks will be handled in accordance with the privacy policies of The Firm and your Introducing Broker Dealer.

Inactive Accounts

The Firm may be required by law to turn over (escheat) funds in your Program Deposit accounts to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds within the time periods established by state law.

Transferability

Your Program Bank deposit accounts may not be transferred by you to another owner except by a change in ownership of your brokerage account. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding until sufficient documentation has been received.

Closing of Account

If you close or The Firm closes your brokerage account, your associated Program Bank deposit accounts will also be closed and the funds in your Program Bank deposit accounts will be distributed out through your brokerage account.

Right of Set-Off

Under the terms of your Customer Agreement, funds in your Program Bank deposit accounts may be charged or set-off against indebtedness or obligations you have. For further information on such indebtedness or obligations, please review your Customer Agreement.



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PRIVACY NOTICE

FACTS	WHAT DOES AXOS CLEARING LLC ("AXOS CLEARING") DO WITH YOUR PERSONAL INFORMATION?		
Who?	As a clearing firm, Axos Clearing provides clearing services to your introducing broker dealer pursuant to a Fully Disclosed Clearing Agreement. Examples of these clearing services include, but are not limited to trade execution, trade reporting, and other back office operations. The nature of these services requires Axos Clearing to receive and retain nonpublic personal information.		
Why?	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. Please read this notice carefully to understand what we do.		
What?	We collect your personal information from your introducing broker dealer 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: • Personal information, such as Social Security number and date of birth • Financial information, such as account balances, positions and transactions, income, and net worth		
	 Contact information, such as phone numbers and email addresses Demographic information, such as gender, education, and occupation 		
How?	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 a customer of one of our introducing broker dealers, 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?		
For our everyday business purposes				
Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations,	Yes	No		
or report to credit bureaus				
For our non-affiliates' everyday business purposes				
Axos Clearing may enter into contracts with certain	Yes	No		
nonaffiliated third parties to assist in servicing your account				
For our marketing purposes				
To offer our products and service to your introducing broker	Yes	Yes		
dealer and/or you				
For our affiliates' everyday business purposes				
Information about your transactions and experiences	Yes	No		
For our affiliates' everyday business purposes				
Information about your creditworthiness	No	We Do Not Share		
For our affiliates to market to you	Yes	Yes		
Questions?	To discuss your options to limit our sharing of your personal			
and the state of t	information, please call 866-774-0218 or email			
	clientservices@AxosClearing.com.			



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PRIVACY NOTICE

Who We Are					
Who is providing this notice?	Axos Clearing LLC; 1200 Landmark Center, Ste. 800; Omaha, NE 68102-1916				
What We Do					
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?	 Axos Clearing may collect information: Directly from you or your introducing broker dealer on applications or other forms; About your account transactions with your introducing broker dealer, such as account balances, positions, and activity; From consumer and credit reporting agencies; Received from other sources with your consent or the consent of your introducing broker dealer. 				
Why can't I Limit All Sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. 				
Definitions					
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include, but are not limited to; • Axos Bank, N.A. also known as UFB Direct; • Axos Invest, Inc. • Axos Invest LLC				
Non-Affiliates	Companies NOT related by common ownership or control. They can be financial and nonfinancial companies.				
Joint Marketing	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.				

CAMBRIA CAPITAL LLC's Business Continuity Planning

Cambria Capital, LLC has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at 801-320-9606 or at 877-226-0477, you should contact the clearing firm for your account for instructions on how it may obtain prompt access to customer funds and securities, enter and process orders and any other trade-related items.

Apex Clearing, LLC, at 214-765-1001 or www.apexclearing.com
Axos Clearing, LLC, at 866-774-0218 or www.axosclearing.com
Folio Investments, Inc, at 888-485-3456 or www.folioinstitutional.com
Vison Financial Markets, LLC, at 877-836-3949 or www.yfmarkets.com

Our Business Continuity Plan – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firms, Apex Clearing, LLC, Axos Clearing, LLC, Folio Investments, Inc and Vision Financial Markets, LLC, back up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, our clearing firm has advised us that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 4 to 12 hours. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 4 to 12 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 4 to 12 hours. In either situation, we plan to continue in business, and transfer operations to our clearing firm if necessary, and notify you through our customer emergency hotline as to how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

For more information – If you have questions about our business continuity planning, you can contact us at 877-226-0477.

Anti-Money Laundering Requirements

The USA Patriot Act

The USA Patriot Act, signed into law by President Bush on October 26, 2001, was formed in response to terrorist activities against the United States. In expanding the authority of American law enforcement for the stated purpose of fighting terrorism in the United States, the Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. As of April 24, 2002, all brokerage firms are required to have comprehensive, compliant anti-money laundering programs. We make every effort to implement the USA Patriot Act. We would like to help you understand these efforts and to provide you with some information about

money laundering and the implementation of the USA Patriot Act.

Money laundering

Money laundering is the practice of engaging in specific financial transactions in order to conceal the identity, source, and/or destination of money, often to make it appear that the funds come from legitimate activities. No longer exclusive to organized crime, money laundering occurs in connection with a wide variety of crimes, including drug trafficking, the sale of illegal arms, robbery, fraud, racketeering, and is a major concern in the battle against terrorists. Money laundering activities are a global dilemma, purported to reach up to \$1 trillion a year. The use of the U.S. financial system by criminals would taint our financial markets.

How can we help to eliminate money laundering?

To comply with the USA Patriot Act, our anti-money laundering program must designate a special compliance officer, conduct independent audits, set up employee training, and establish policies and procedures to detect and report suspicious transactions. It may therefore be necessary to ask you to provide certain documentation or other information before we can open an account or effect any transactions on your behalf. We thank you for your patience and hope that you will support us in our efforts to deny terrorist groups access to America's financial system.

NOTICE OF CAMBRIA CAPITAL, LLC PRIVACY POLICY

OUR COMMITMENT TO YOUR PRIVACY: CAMBRIA CAPITAL, LLC (CAMBRIA) has a long-standing policy of protecting the confidentiality and security of information we collect about our customers. We will not share non public information about you ("Information") with third parties without your consent, except for the specific purposes described below. This notice describes the Information we may gather and the circumstances under which we may share it.

WHY WE COLLECT AND HOW WE USE INFORMATION: We limit the collection and use of Information to the minimum we require to deliver superior service to you. Such service includes maintaining your accounts with us, processing transactions requested by you and administering our business. HOW WE GATHER INFORMATION: We get most Information directly from you when you apply for, access and use financial products and services offered by CAMBRIA – whether in person, by telephone or electronically. We may verify this information or get additional information from consumer reporting agencies or public sources. This Information may relate to your finances, employment, avocations or other personal characteristics, as well as interactions with or through personnel of CAMBRIA or others.

HOW WE PROTECT INFORMATION: We may disclose any Information as directed by you or when we believe it necessary for the conduct of our business, or where law requires disclosure. For example, information may be disclosed for audit or research purposes, to attorneys or other professionals, or to law enforcement and regulatory agencies, to help us prevent fraud.

In addition, we may disclose Information to third party service providers (i) to enable them to provide business services for us, such as performing computer related or data maintenance or processing services for us (ii) to facilitate the processing of transactions requested by you, (iii), to assist us in offering products and services to you, (iv) for credit review and reporting purposes. Except in those specific, limited situations, without your consent, we do not make disclosures of Information to other companies who may want to sell their products or services to you. For example, we do not sell customer lists and we will not sell your name to a catalogue company. It is Cambria's policy to require all third parties other than your broker, which are to receive any Information to sign strict confidentiality agreements.

TO WHOM THIS POLICY APPLIES: This Privacy Policy applies to financial products or services provided by CAMBRIA used primarily for personal, family or household purposes (not business purposes) by our customers.

Access to and Correction of Information: If you desire to review any file we may maintain for your personal Information, please contact your broker. If your broker or you notify us that any Information is incorrect, we will review it. If we agree, we will correct our records. If we do not agree, you may submit a short statement of dispute, which we will include in future disclosures of the disputed Information. Information collected in connection with, or in anticipation of, any claim or legal proceeding will not be made available.

SHARING INFORMATION WITH OPTIONIQ, LLC and IQ CAPITAL MANAGEMENT, LLC: Cambria, OptioniQ, LLC and IQ Capital Management, LLC (the "Subject Parties") have certain registered representatives in common and sometimes pool resources for account opening, administration and regulatory compliance purposes. Notwithstanding anything to the contrary contained in this policy, the Subject Parties may share any information that they collect from you for purposes of account opening, account administration and for regulatory compliance purposes.

Further Information: We reserve the right to change this Privacy Policy. The examples contained within this Privacy Policy are illustrations and they are not intended to be exclusive. This notice complies with a recently enacted Federal law and new SEC regulations regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you.