

Investor Profile - Brokerage



- This form is used to document the investor profile of customers who intend to engage in investment products offered directly by a sponsor or issuer. If the customer intends to purchase such investments products on an advisory basis through Realta Equities, Inc., please use the Investor Profile - Advisory Form for Realta Investment Advisors, Inc. If the customer opens a brokerage account through Realta Equities, Inc. or another custodian, this information must be updated in the brokerage/custodial account prior to submission.
- Additional documentation may be required to open these types of accounts.
- Contact your financial professional for more information.

STEP 1. ACCOUNT REGISTRATION

RR Name

RR No.

Customer Names(s)

Account No.

☐ Retirement

☐ Retail

Additional Documentation may be required to open these types of accounts.

(Skip to Step 2)

Contact your Financial Professional for more information.

TYPE OF ACCOUNT	ADDITIONAL DESIGNATION
<input type="checkbox"/> Individual	
<input type="checkbox"/> Corporation	<input type="checkbox"/> C Corp <input type="checkbox"/> S Corp
<input type="checkbox"/> Corporate Pension/ Profit Sharing	
<input type="checkbox"/> Custodial	<input type="checkbox"/> UGMA <input type="checkbox"/> UTMA Complete Custodian Section
<input type="checkbox"/> Estate	
<input type="checkbox"/> Joint Tenant	Complete Joint Accounts Section
<input type="checkbox"/> Limited Liability/ Company	<input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Partnership
<input type="checkbox"/> Individual Single Member LLC	
<input type="checkbox"/> Sole Proprietorship	
<input type="checkbox"/> Transfer on Death Individual	Agreement Date:
<input type="checkbox"/> Transfer on Death Joint	Agreement Date:

TYPE OF ACCOUNT	ADDITIONAL DESIGNATION
<input type="checkbox"/> Trust	Establishment Date:
	Trust Type: <input type="checkbox"/> Charitable <input type="checkbox"/> Living <input type="checkbox"/> Irrevocable Living <input type="checkbox"/> Family <input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable <input type="checkbox"/> Testamentary
<input type="checkbox"/> Nonprofit Organization	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Exempt Organization	
<input type="checkbox"/> Other	

For Joint Accounts Only

Are the account holders married to each other? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tenancy State	Number of Tenants
Tenancy Clause <input type="checkbox"/> Community Property <input type="checkbox"/> Community Property with Rights of Survivorship <input type="checkbox"/> Tenants by Entirety <input type="checkbox"/> Joint Tenants with Rights of Survivorship <input type="checkbox"/> Tenants in Common		

For Custodial Accounts Only

State in Which Gift was Given	Date Gift Was Given	
State in Which Gift was Given	Date Gift Was Given	

STEP 2. USA PATRIOT ACT INFORMATION

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

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Accounts Receivable | <input type="checkbox"/> Accumulated Savings | <input type="checkbox"/> Alimony | <input type="checkbox"/> Gift |
| <input type="checkbox"/> Income From Earnings | <input type="checkbox"/> Inheritance | <input type="checkbox"/> Insurance Proceeds | <input type="checkbox"/> Investment Proceeds |
| <input type="checkbox"/> Legal Settlement | <input type="checkbox"/> Lottery/Gaming | <input type="checkbox"/> Pension/IRA/Retirement Savings | <input type="checkbox"/> Sale of Real Estate |
| <input type="checkbox"/> Spouse/Parent | <input type="checkbox"/> Rental Income | <input type="checkbox"/> Sale of Business | <input type="checkbox"/> Other _____ |

STEP 3. PRIMARY ACCOUNT HOLDER INFORMATION (Individual, Joint Holder #1, Trust or Entity Name)

Name		
<input type="checkbox"/> Person <input type="checkbox"/> Entity		
Social Security (SSN)	Employer Identification Number (EIN)	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Email	Date of Birth	Specified Adult
Home Phone	Business Phone	Mobile Phone
Legal Address (no P.O. Box)		
City	State/Province	Zip/Postal code
Country		
Mailing Address (if different from legal address)		
City	State/Province	Zip/Postal code
Country		

Primary Citizenship(s)

Additional Citizenship(s)

Gender

- ☐
- Male
- ☐
- Female

Marital Status

- ☐
- Single
- ☐
- Married
- ☐
- Divorced
- ☐
- Domestic Partner
- ☐
- Widow(er)

Employment and Industry Affiliations

- ☐
- Employed
- ☐
- Self-Employed
- ☐
- Retired
- ☐
- Unemployed
- ☐
- Student

Occupation			Years Employed	Type of Business
Employer Name				
Employer's Address				
City	State/Province	Zip/Postal Code		

Country

General Investment Knowledge and Experience

- ☐
- Limited
- ☐
- Moderate
- ☐
- Extensive
- ☐
- None

Knowledge and Experience by Investment Type

Investment	Investment Knowledge				Investment Experience
Commodities, Futures	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Equities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Exchange Traded Funds	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Fixed Annuities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Fixed Insurance	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:

Mutual Funds	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Options	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Precious Metals	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Real Estate	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Unit Investment Trusts	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Variable Annuities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Leveraged/Inverse ETF's	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Complex Products	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Alternative Investments	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Other:	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:

Financial Information

Annual Income	
From \$	To \$
Net Worth (excluding primary residence)	
From \$	To \$
Liquid Net Worth	
From \$	To \$

Tax Bracket ☐ 0 –15% ☐ 15.1% - 32% ☐ 32.1% - 50% ☐ 50.1% +

Unexpired Government Identification

Government Photo ID #1		Government Photo ID #2	
Type of Unexpired Photo ID		Type of Unexpired Photo ID	
ID Number		ID Number	
Country of Issue		Country of Issue	
Date of Issue	Date of Expiration	Date of Issue	Date of Expiration

GOVERNMENT ISSUED UNEXPIRED PHOTO IDENTIFICATION SHOULD BE PROVIDED FOR ALL INDIVIDUALS THAT WERE NOT VERIFIED USING NON-DOCUMENTARY METHODS, AND FOR NON-RESIDENT ALIENS, ALONG WITH AN IRS FORM W-8BEN.

Are you an employee of this advisor firm? ☐ Yes ☐ No

Are you related to an employee at this advisory firm? ☐ Yes ☐ No

Employee Name	Relationship
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Are you an employee of a broker-dealer? ☐ Yes ☐ No

Broker Dealer Name

Are you related to an employee at a broker-dealer? ☐ Yes ☐ No

Broker Dealer Name	Employee Name	Relationship
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Are you maintaining any other brokerage accounts? ☐ Yes ☐ No

With what firm(s) are you maintaining other such accounts?	Years of Investment Experience
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Are you or any member of your immediate family affiliated with or employed by a Member of a stock exchange or the Financial Industry Regulatory authority? ☐ Yes ☐ No

Employer authorization is required. What is the affiliation?
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Are you a senior officer, director, or 10% or more shareholder of a public company? ☐ Yes ☐ No

Company Name(s)

STEP 4. SECONDARY ACCOUNT HOLDER INFORMATION (Joint Holder #2, Trustee #1, Entity Manager)

Name		
<input type="checkbox"/> Person <input type="checkbox"/> Entity		
Social Security (SSN)	Employee Identification Number (EIN) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email	Date of Birth	Specified Adult
Home Phone	Business Phone	Mobile Phone
Legal Address (no P.O. Box)		
City	State/Province	Zip/Postal Code
Country		
Mailing Address (if different from legal address)		
City	State/Province	Zip/Postal Code
Country		

Primary Citizenship(s)

Gender☐ Male ☐ Female**Marital Status**☐ Single ☐ Married ☐ Divorced ☐ Domestic Partner ☐ Widowed**Employment and Industry Affiliations**☐ Employed ☐ Self-Employed ☐ Retired ☐ Unemployed ☐ Homemaker ☐ Student

Occupation	Years Employed	Type of Business
Employer Name		
Employer Address		
City	State/Province	Zip/Postal code

General Investment Knowledge and Experience☐ Limited ☐ Moderate ☐ Extensive ☐ None**Knowledge and Experience by Investment Type**

Investment	Investment Knowledge				Investment Experience
Commodities, Futures	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Equities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Exchange Traded Funds	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Fixed Annuities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Fixed Insurance	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Mutual Funds	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Options	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Precious Metals	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Real Estate	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Unit Investment Trusts	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Variable Annuities	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Leveraged/Inverse ETF's	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Complex Products	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:

Alternative Investments	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:
Other:	<input type="checkbox"/> Limited	<input type="checkbox"/> Moderate	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	Since Year:

Financial Information

Annual Income	
From \$	To \$
Net Worth (excluding primary residence)	
From \$	To \$
Liquid Net Worth	
From \$	To \$

Tax Bracket ☐ 0 –15% ☐ 15.1% - 32% ☐ 32.1% - 50% ☐ 50.1% +

Unexpired Government Identification

Government Photo ID #1		Government Photo ID #2	
Type of Unexpired Photo ID		Type of Unexpired Photo ID	
ID Number		ID Number	
Date of Issue	Date of Expiration	Date of Issue	Date of Expiration

GOVERNMENT ISSUED UNEXPIRED PHOTO IDENTIFICATION SHOULD BE PROVIDED FOR ALL INDIVIDUALS THAT WERE NOT VERIFIED USING NON-DOCUMENTARY METHODS, AND FOR NON-RESIDENT ALIENS, ALONG WITH AN IRS FORM W-8BEN.

Are you an employee of this advisory firm? ☐ Yes ☐ No

Are you related to an employee at this advisory firm? ☐ Yes ☐ No

Employee Name	
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Are you an employee of a broker-dealer? ☐ Yes ☐ No

Broker-Dealer Name

Are you related to an employee at a broker-dealer? ☐ Yes ☐ No

Broker-Dealer Name	Employee Name	Relationship
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Are you maintaining any other brokerage accounts? ☐ Yes ☐ No

With what firm(s) are you maintaining other such accounts?
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Are you or any member of your immediate family affiliated with or employed by a Member of a stock exchange or the Financial Industry Regulatory authority? ☐ Yes ☐ No

Employer authorization is required. What is the affiliation?	Years of Investment Experience
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Are you a senior officer, director, or 10% or more shareholder of a public company? ☐ Yes ☐ No

Company Name(s)

STEP 5 OBJECTIVES AND INVESTMENT DETAIL

Risk Exposure ☐ Low ☐ Moderate ☐ Speculation ☐ High Risk

Account Investment Objectives ☐ Income ☐ Long-Term Growth ☐ Short-Term Growth

Other Investments ☐ See Attached Statement of Financial Condition (if box is not selected, please complete the below)

Investment	Investment Value	Investment	Investment Value
Equities	Value \$	Fixed Annuities	Value \$
Options	Value \$	Precious Metals	Value \$
Fixed Income	Value \$	Commodities/Futures	Value \$
Mutual Funds	Value \$	Other	Value \$
Unit Investment Trusts	Value \$	Other	Value \$
Exchange-Traded Funds	Value \$	Other	Value \$
Real Estate	Value \$		
Insurance	Value \$		

Variable Annuities	Value \$				
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Investment Time Horizon and Liquidity Needs

Time Horizon				Liquidity Needs		
	--		--	<input type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low

STEP 6. TRUSTED CONTACT

Name		
Email		
Home Phone	Business Phone	Mobile Phone
Mailing Address		
City	State/Province	Zip/Postal Code
Country		

☐ I/We Decline to Provide

If you provide a trusted contact, you authorize us to contact the Trusted Contact and to disclose to the Trusted Contact information about your account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney.

STEP 7. SIGNATURES

- I/we attest that the data above is accurate and complete, and I understand and agree that you may rely upon this information in making any investment or portfolio recommendation to me.
- I/we agree to report changes in my financial and personal circumstances to my financial professional in a timely fashion to assure my investor profile is accurate and complete.
- I/we affirm that I/we have received and reviewed the firm's Form CRS, Form ADV II, Retirement Investor Disclosure, Privacy Policy, and my advisors representative Form ADV IIB.

Taxpayer Certification – Under penalties of perjury, I certify that.

- The number show on this form in Step 3 is my correct Social Security Number or Taxpayer Identification Number
- I am a U.S. citizen or other U.S. Person (defined below)

Definition of a U.S. Person

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

Account Owner Signature	Printed Name	Date
Joint Account Owner Signature	Printed Name	Date
Financial Professional Signature	Printed Name	Date
Supervisor / Principal Signature	Printed Name	Date

TO: Realta EQUITIES, INC., AND ITS ASSIGNS

Agreement: General Terms and Conditions

Relationship In consideration of us servicing direct investments other than those offered through an established brokerage account under or advisement or management ("Direct Business"), you agree to the terms and conditions of this Agreement. There may be additional terms, disclosures or agreements which may be applicable to a particular feature, program, account, product or service provided under this Agreement.

Nature of Relationship We will provide investment advice concerning products from time to time that will execute by subscription, application, or otherwise in a direct business fashion. We will process your subscription or application as a service to you, but you will approve and sign all required documents prior to our processing the order.

Conflicts with Other Brokerage and Advisory Account Agreements To the extent any terms herein conflict with the terms of any other agreements with Realta or any other Custodian, the terms of this agreement shall control only the extent that such term(s) concern(s) Direct Business defined herein.

Effect of Signature By signing the Signature Section, you agree to this Agreement and any additional terms, agreements or disclosures we may provide you, which may be incorporated into this agreement for reference.

Authority and Ownership

Representations By signing this Agreement, You represent and warrant that You and any other individuals who sign on behalf of the named account holder have the authority to effect all transactions and other investments for the Account. If you sign this Agreement on behalf of another person or entity or as a guardian, executor or trustee, you further represent that you have the authority to execute the Agreement on behalf of the other person or entity and that the other person or entity is duly authorized to conduct business in the jurisdiction from which it transacts business.

Additional Certifications You also certify that:

- you are of legal age to enter into contracts in the state where you live;
- no one has any interest in the Account unless such interest is shown in the title of the Account,
- you are not employed by a broker-dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such consent has been provided to us,
- you are not a director, 10% beneficial owner, policy making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company, unless you have so indicated to us, and
- you are not insolvent.

Agency You appoint us as your agent for the purpose of carrying out your instructions, including those relating to the purchase or sale of securities. You assume all investment risk with respect to such transactions. All transactions will be executed only on your order or the order of your authorized representative, except as provided by this Agreement or otherwise agreed to. As your agent, we are authorized to establish relationships with and to appoint and use sub-agents. You authorize us and our sub-agents to, among other things, maintain customer records; place and withdraw orders; and take other reasonable steps in connection with our duties. We may, at our sole discretion and without prior notice to you, refuse, cancel or restrict your orders.

Customer Identification Program Notice In order to help the government fight the funding of terrorism and money laundering activities, we are required under federal law to obtain, verify, and record information that identifies each person who opens an account with us. When you open an Account, we are required to collect information such as your name, date of birth, permanent physical address, and identification number (typically, your social security number or taxpayer identification number). You may also need to present your driver's license or other identifying documents. You authorize us to verify your identity, creditworthiness, and other information and to provide information about you and your Account to consumer and credit reporting agencies and collection agencies. You also authorize us to obtain copies of your consumer and credit reports, at our discretion, at any time. We may deny your application or order or refuse to provide you with certain services available under this Agreement in our sole discretion for any reason.

Joint Accounts If this is a joint account, unless we notify you otherwise and provide such documentation, as to you require, the Account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. You shall be fully protected in acting but shall not be required to act upon the instructions of either of us. Each shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by both of us or not.

No Waiver Unless specifically permitted in this Agreement, no provision of this Agreement can be, nor will be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by us. Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

No Liability We shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Account except for gross negligence or willful misconduct on our part.

Severability If any condition or provision of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall affect only such condition or provision. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as though such invalid or unenforceable condition or provision were not contained herein.

Indemnification You (and each of you, if this is a Joint Account) will indemnify us, our employees, and agents and hold us, our employees, and agents harmless from any loss, damage, or liability arising out of any transaction in which we act, either directly or indirectly, or as your agent (or the agent of one of you), absent any willful or grossly negligent misconduct by us.

Definitions

Agreement This agreement, together with any supplemental agreements.

Account The relation created by this Agreement and all transactions executed on your behalf pursuant to the terms of this Agreement, and expressly excluding, collectively or individually, any brokerage or custodial account managed or under advisement by Realta Advisors, Inc.

Affiliates Affiliate(s) means any entity that is controlled by, controls or under common control with the Broker. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

Clearing Broker A broker-dealer that carries your Account under a fully-disclosed clearing arrangement with a broker under which Clearing Broker holds the funds and securities in your Account, clears and settles your transactions and, if applicable, extends margin credit for the purchase and sale of securities.

Custodian A broker-dealer, bank, or trust company which holds your assets, including securities and cash.

Business Day Monday through Friday, excluding New York Stock Exchange holidays.

"Direct Business" A securities transaction recommended and serviced by Us between on Your behalf, other than a transaction executed by a Clearing Broker or Custodian. Custody of such a securities investment by Clearing Broker or Custodian shall not exclude the transaction from this definition.

Securities or Other Property Money, securities, financial instruments, and commodities of every kind and nature, and related contracts and options, distributions, proceeds, products, and accessions of all property.

We, Our, Ours, and Us The Advisor.

You, Yours, the Undersigned, and the Account Holder The person(s) who sign the Signature Page(s) and enter into this Agreement with Broker.

Electronic Delivery Terms

You agree that account communications may be available in an electronic form.

Account communications will be available in portable document format (PDF). You affirm that you have installed a recent version of Adobe Acrobat reader or other software applications that enables you to view and print your account communications. You may print or save a copy of any of the account communications at any time. You may request a mailed copy of any of your account communications by contacting your financial organization.

ARBITRATION DISCLOSURES

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

- ALL PARTIES TO THIS AGREEMENT RE 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 FRUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AAWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANELS OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- 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.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSRTRY REGULATION AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (1) THE CLASS CERTIFICATION IS DENIED; (2) THE CLASS IS DECERTIFIED; OR (3) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HERIN. THE LAWS OF THE STATE OF DELAWARE GOVERN.

ACCEPTANCE: BY YOUR SIGNATURE ON THIS INVESTOR PROFILE, AND/OR UPON YOUR FIRST ACQUIRING AN INVESTMENT IN A DIRECT BUSINESS FASHION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDISIONS OF THJIS AGREEMENT.