



New Account Opening Process

(Please Follow Below Steps)

1. Fill out and sign *all* sections of the below application
2. Draw you signature where applicable using the Adobe **Fill & Sign** feature (typed signatures will not be accepted unless the Adobe Signature Verifier is used)
3. Email your completed application along with any Additional Requirements to newaccounts@Velocityclearingllc.com.

Additional Requirements

All account types must include:

1. Copy of Driver's License or Passport for all 25% or more owners (*utility/credit card statement required if passport is submitted*)
2. Completed copy of attached "Certificate of Beneficial Ownership" and appropriate tax form (W9/W8ben).

LLC Accounts: Articles of Incorporation & Operating Agreement

Corporate Accounts: Articles of Incorporation & Corporate Resolution

Trust Accounts: Complete Trust Agreement

**NEW ACCOUNT FORM AND AGREEMENT**

As Introduced to Velocity Clearing LLC.

Full Name ESOUSA HOLDINGS, LLC			
Account Type <input type="checkbox"/> Individual <input type="checkbox"/> JTWROS <input type="checkbox"/> Tenants in Common <input type="checkbox"/> Other <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership			
Home Address (No P.O. Boxes) 211 EAST 43RD STREET			
City NEW YORK	State NY	Zip/Postal Code 10017	Country USA
Mailing Address (If different from home address)			
City	State	Zip/Postal Code	Country
Email Address MICHAEL@ESOUSALLC.COM	Phone 917-509-6446	Alt Phone	
<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed Number of Dependents
Employment Information <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Student Other			
Employer Name		Position/Title (if self-employed, provide occupation)	
Employer Address		Employer Address	
City	State	Zip/Postal Code	Country
USA PATRIOT ACT Information (Required by Federal law - see disclosures for details)			
Social Security or Taxpayer ID No. 27-1090555		Date of Birth	Country of Citizenship
Valid Government-issued Photo ID No.	Type (Passport or Driver's License)	Expiration Date	

Do you already maintain an account at either Velocity Clearing LLC in which you have control, beneficial interest, or trading authority? ☐ Yes ☒ No

Do you have a relationship with an entity that already maintains an account at Velocity Clearing LLC, such as employee, officer, shareholder, member, partner or owner? Yes ☐ No ☒

Are either you or an immediate family member an officer, director or at least 10% shareholder in a publicly traded company? ☐ Yes ☒ No If Yes, name of the company _____

Are either you or an immediate family member employed by FINRA, a registered broker dealer or a securities exchange? ☐ Yes ☒ No If Yes, name of the firm or exchange _____

Are you a senior officer at a bank, savings and loan institution, investment company, investment advisory firm, or other financial institution? ☐ Yes ☒ No If Yes, name of the firm _____

Financial Investment Experience

Please check the boxes that best describe your investment experience to date

Investment	Years experience				Knowledge			
<input checked="" type="checkbox"/> Stocks	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Extensive	
<input checked="" type="checkbox"/> Bonds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Extensive	
<input checked="" type="checkbox"/> Options	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Extensive	
<input checked="" type="checkbox"/> Futures	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Extensive	

Joint Account Holder			
Home Address (No P.O. Boxes)			
City	State	Zip/Postal Code	Country
Mailing Address (If different from home address)			
City	State	Zip/Postal Code	Country
Email Address	Phone		Alt Phone
<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed Number of Dependents
Employment Information			
<input type="checkbox"/> Employed	<input type="checkbox"/> Self-employed	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Retired <input type="checkbox"/> Student Other _____
Employer Name		Occupation or Job Title	
Employer Address		Employer Address	
City	State	Zip/Postal Code	Country
USA PATRIOT ACT Information (Required by Federal law - see disclosures for details)			
Social Security or Taxpayer ID No.		Date of Birth	Country of Citizenship
Valid Government-issued Photo ID No.	Type (Passport or Driver's License)		Expiration Date

Do you already maintain an account at either Velocity Clearing LLC in which you have control, beneficial interest, or trading authority? ☐ Yes ☒ No

Do you have a relationship with an entity that already maintains an account at either Velocity Clearing LLC such as employee, officer, shareholder, member, partner or owner? ☐ Yes ☒ No

Are either you or an immediate family member an officer, director or at least 10% shareholder in a publicly traded company? ☐ Yes ☒ No If Yes, name of the company _____

Are either you or an immediate family member employed by FINRA, a registered broker dealer or a securities exchange? ☐ Yes ☒ No If Yes, name of the firm or exchange _____

Are you a senior officer at a bank, savings and loan institution, investment company, investment advisory firm, or other financial institution? ☐ Yes ☒ No If Yes, name of the firm _____

Financial Investment Experience

Please check the boxes that best describe your investment experience to date

Investment	Years experience			Knowledge			
<input type="checkbox"/> Stocks	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input type="checkbox"/> Extensive
<input type="checkbox"/> Bonds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input type="checkbox"/> Extensive
<input type="checkbox"/> Options	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input type="checkbox"/> Extensive
<input type="checkbox"/> Futures	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input type="checkbox"/> 5+	<input type="checkbox"/> None	<input type="checkbox"/> Limited	<input type="checkbox"/> Good	<input type="checkbox"/> Extensive


AUTHORIZED INDIVIDUAL INFORMATION – INDIVIDUAL ACCOUNT (Please complete for each authorized individual)

This form is intended to capture required information. Please complete this form for each authorized individual and attach it to the account application. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** To help the government fight the funding of terrorism and money-laundering activities, Federal law requires that Velocity Clearing, LLC verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Velocity Clearing, LLC may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if [INTRODUCING BROKER] cannot verify this information. Velocity Clearing, LLC will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

Authorized Individual - Personal Information

Name
MICHAEL WACHS

Social Security Number
095-54-9675

Date of Birth
02/12/1963

Legal Address (No Post Office Boxes)
18 DOLMA ROAD

City
SCARSDALE

State
NEW YORK

Postal Code
10583

Cell Phone
917-509-6446

Home Phone

Work Phone

Country(s) of Citizenship
UNITED STATES

Government Identification (Please attach a photocopy)

_____ U.S. Driver's License

_____ INS Permanent Resident Alien Card

_____ Passport

_____ Foreign National Identification Document

Identification Number
912 717 228

State/Country of Issuance
STATE OF NY

Date Issued
06/26/2017

Expiration Date
02/12/2025

Authorized Individual - Affiliations (Attach additional sheet, if necessary)

Are any principals or authorized individuals a senior political figure, a family member, or relative of a senior political figure?

☐ Yes ☒ No

Are any principals or authorized individuals a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer) or an immediate family member or household member of such a person?

☐ Yes ☒ No

If yes, please provide: Company Name: _____
Symbol/CUSIP: _____

Are any principals or authorized individuals affiliated with or employed by a stock exchange member or firm of an exchange, FINRA, or municipal securities Broker/Dealer?

☐ Yes ☒ No

If yes, please provide: Same as Employer: _____ Affiliated Entity Name: _____ Address: _____ City, State, Zip Code: _____

Authorized Individual - Acknowledgement

I represent that I have read the terms and conditions set forth in the Customer Agreement and Margin Agreement concerning this account and agree to be bound by such terms and conditions as are currently in effect as may be amended from time to time. I also acknowledge that the agreements contain a pre-dispute arbitration clause.

DocuSigned by:

Signature

Date

3/22/2021

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Financial Situation and Needs, Liquidity Considerations and Tax Status

<div>ANNUAL INCOME</div> <div><input type="checkbox"/> \$25,000 and under</div> <div><input type="checkbox"/> \$25,001 - 50,000</div> <div><input type="checkbox"/> \$50,001 - 100,000</div> <div><input type="checkbox"/> \$100,001 - 250000</div> <div><input type="checkbox"/> \$250,001 - 500,000</div> <div><input checked="" type="checkbox"/> Over \$500,000</div>	<div>NET WORTH (Excluding Residence)</div> <div><input type="checkbox"/> \$25,000 and under</div> <div><input type="checkbox"/> \$25,001 - 50,000</div> <div><input type="checkbox"/> \$50,001 - 200,000</div> <div><input type="checkbox"/> \$200,001 - 500,000</div> <div><input type="checkbox"/> \$500,001 - 1,000,000</div> <div><input checked="" type="checkbox"/> Over \$1,000,000</div>	<div>LIQUID NET WORTH (Must be less than Net Worth)</div> <div><input type="checkbox"/> \$25,000 and under</div> <div><input type="checkbox"/> \$25,001 - 50,000</div> <div><input type="checkbox"/> \$50,001 - 200,000</div> <div><input type="checkbox"/> \$200,001 - 500,000</div> <div><input type="checkbox"/> \$500,001 - 1,000,000</div> <div><input checked="" type="checkbox"/> Over \$1,000,000</div>	<div>TAX RATE (highest marginal)</div> <div><input type="checkbox"/> 0 - 15%</div> <div><input type="checkbox"/> 16 - 25%</div> <div><input type="checkbox"/> 26 - 30%</div> <div><input type="checkbox"/> 31 - 35%</div> <div><input checked="" type="checkbox"/> Over 35%</div>
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<div>ANNUAL EXPENSES</div> <div><input type="checkbox"/> \$50,000 and under</div> <div><input type="checkbox"/> \$50,001 - 100,000</div> <div><input type="checkbox"/> \$100,001 - 250,000</div> <div><input type="checkbox"/> \$250,001 - 500,000</div> <div><input checked="" type="checkbox"/> Over \$500,000</div>	<div>SPECIAL EXPENSES (future, non-recurring)</div> <div><input type="checkbox"/> \$50,000 and under</div> <div><input checked="" type="checkbox"/> \$50,001 - 100,000</div> <div><input type="checkbox"/> \$100,001 - 250,000</div> <div><input type="checkbox"/> \$250,001 - 500,000</div> <div><input type="checkbox"/> Over \$500,000</div>	<div>LIQUIDITY NEEDS (The ability to quickly and easily convert to cash all or a portion of the investments in this account without experiencing significant loss in value (check one)</div> <div><input type="checkbox"/> Very important</div> <div><input checked="" type="checkbox"/> Important</div> <div><input type="checkbox"/> Somewhat important</div> <div><input type="checkbox"/> Does not matter</div>
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Time Frame for Special Expenses:

Years

0

Time Horizon

The expected period you plan to achieve your financial goal(s)

- ☐ Under 1 year
- ☐ 1 - 2 years
- ☒ 3 - 5 years
- ☐ 5 - 10 years
- ☐ 11 - 20 years
- ☐ Over 20 years

Initial Funding

Please tell us how you are funding this account (check all that apply)

- ☐ Income
- ☐ Pension or retirement savings
- ☒ Funds from another account
- ☐ Gift
- ☐ Sale of business or property
- ☐ Insurance payout
- ☐ inheritance
- ☐ Social Security benefits
- ☐ Home Equity Line of Credit/Reverse Mortgage
- ☐ Other: _____

*Additional charges will apply if you do NOT check the below box for electronic delivery of statements, confirmations and tax documents

☒

Please check this box if you wish only to receive communications electronically, including trade confirmations, prospectuses, account statements, proxy materials, tax-related documents, and marketing and sales documents. If you do not check this box, all such will be delivered to you by standard mail. Only check this box if you do NOT want to receive communications by postal mail.

Investment Risk Tolerance*Please select the degree of risk you are willing to take with the assets in this account*

- Conservative I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- Moderately Conservative I am willing to accept low risk to my initial principal, including low volatility, to seek a modest level of portfolio returns.
- Moderate I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns, and understand I could lose a portion of the money invested.
- Moderately Aggressive I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time and understand I could lose a substantial amount of the money invested.
- ☒ Significant Risk* I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and I understand I could lose most, or all, of the money invested.

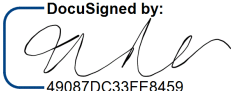
*** We consider day trading to be a high-risk trading strategy. Our clients must have a 'significant risk' tolerance to employ such a strategy. Please ensure that you have read and understand the accompanying Day Trading Risk Disclosure Statement before submitting your new account documentation. It is in your best interest to carefully consider whether or not you have a significant risk tolerance before proceeding with this form.**

Trusted Contact Person (optional)

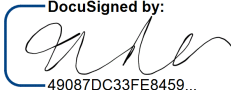
A Trusted Contact Person ("TCP") is someone that you tell us we can contact if we have questions about your well-being. By providing the information below, you authorize us to contact the TCP and disclose information about you in order to confirm the specifics of your current contact information, health status, and the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

Name	Telephone	
Street Address	E-mail Address @	
City, State, Zip, Country	Relationship to Account Holder	Date of Birth (must be over 18)

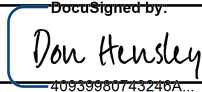
Signatures

DocuSigned by:  3/22/2021
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By signing below, I/We attest to the accuracy of the information provided on this form. I/We acknowledge that we have received, read and agree to the terms and conditions contained in the attached Account Agreement, including the arbitration clause. By executing this agreement, I/We agree to be bound by the terms and conditions contained herein.

Owner Signature  Date 3/22/2021
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Co-Owner Signature Date

Account Representative Signature  Date 3/22/2021
40939980743248A...

Velocity Principal Signature Date



ACCOUNT TERMS AND CONDITIONS

This account is offered through Velocity Clearing, LLC ("Velocity" or the "Firm"), a Delaware company, registered broker dealer with the U.S. Securities Exchange Commission and member of FINRA and SIPC. Please read this document carefully to ensure you fully understand certain risks, terms and conditions associated with maintaining an account with the Firm.

ARBITRATION AGREEMENT

YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- 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.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD 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 PANEL OF ARBITRATORS MAY 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.

YOU AGREE THAT ANY AND ALL CONTROVERSIES THAT MAY ARISE BETWEEN YOU AND VELOCITY, ITS OFFICERS, OWNERS, AFFILIATES, DIRECTORS, AGENTS OR EMPLOYEES CONCERNING ANY ACCOUNT, TRANSACTION, DISPUTE, OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. YOU AND VELOCITY CLEARING LLC AGREE THAT THE BENEFIT OF THIS ARBITRATION AGREEMENT SHALL INURE TO ANY VELOCITY CLEARING LLC AFFILIATE(S) NAMED IN CONNECTION WITH ANY SUCH VELOCITY CLEARING LLC CLAIM. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE OF CALIFORNIA. ANY CONTROVERSY BETWEEN YOU AND YOUR BROKER SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC ("FINRA") AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF FINRA IN EFFECT AT THE TIME WHEN THE ARBITRATION IS COMMENCED. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. NO PERSONS 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.

YOU UNDERSTAND THAT ANY COMPLAINTS SHOULD BE DIRECTED TO THE YOUR BROKER'S MAIN ADDRESS 1301 ROUTE 36 SUITE 109, HAZLET, NJ, 07730 ATTENTION: COMPLIANCE.

EXTENDED HOURS TRADING

You should consider the following points before engaging in trading outside of regular market hours.

Risk of Lower Liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.

Risk of Higher Volatility. Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security the greater its price swings. There may be greater volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading than you would during regular market hours.

Risk of Changing Prices. The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours or upon the opening the next morning. As a result, you may receive an inferior price in extended hours trading than you

would during regular market hours.

Risk of Unlinked Markets. Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hour trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

Risk of News Announcements. Normally, issuers make news announcements that may affect the price of their securities after regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Risk of Wider Spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

Should you decide to engage in trading outside of normal market hours (9:30 AM to 4:00 PM Eastern Time), you understand the risks disclosed above and acknowledge the Firm and its affiliates are not responsible for losses sustained due to trading outside of normal market hours, including any inability to enter an order, cancel an order, execute a trade or close a position.

PRIVACY POLICY

Your relationship with the Firm is based on trust and confidence. We recognize our obligation to keep information about you secure and confidential. It is important for you to know that we do not sell your information to anyone. We restrict access to non-public personal information about you to those representatives and employees who need to know that information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards to guard your non-public personal information. This notice describes how we handle your financial information that we collect while conducting our business. We collect information about you (such as your name, address, social security number, assets and income) from our discussions with you, and from documents that you may deliver to us in the course of providing services to you. We may use this information to open an account for you or to process a transaction for your account. In order to service your account and effect your transactions, we may provide your personal information to firms (such as a mutual fund company or custodial broker-dealer) that assist us in servicing your account and have a need for such information, as permitted by law. We may also disclose such information to FINRA, the Securities & Exchange Commission, or any other regulatory agencies that oversee our business activities.

PAYMENT FOR ORDER FLOW

The Securities and Exchange Commission ("SEC") requires all registered broker-dealers to disclose their policies regarding receipt of "payment for order flow." The Commission defines "payment for order flow" as "any monetary payments, services, property, or other benefits that result in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer, national securities exchange, registered securities association, or exchange member in return for the routing of customer orders by such broker or dealer to any broker or dealer, national securities exchange, registered securities association, or exchange member in return for the routing of customer orders by such broker or dealer to any broker or dealer, national securities exchange, registered securities association, or exchange member for execution, including but not limited to research, clearance, custody, products or services, reciprocal agreements for the provision of order flow adjustment of a broker or dealer's unfavorable trading errors, effort to participate as underwriter in public offerings, stock loans or shared interest accrued thereon, discounts, rebates, or any other reductions of or credits against any fee to, or expense or other financial obligation of, the broker or dealer routing a customer order that exceeds that fee, expense or other financial obligation."

The Firm generally does not negotiate payment for order flow. However, the Firm transacts business on the varying market venues and as such is subject to the standard schedule of transaction fees for broker-dealers of those Exchanges and ECN's. Those transaction fee schedules may include payment of rebates for certain order types. In the course of transacting business, the Firm may be the recipient of said rebates. The Firm's clients self-direct their orders to the respective market venues. The Firm may, nevertheless, receive benefits that fall within the above definition of "payment for order flow."

BROKER CHECK

Please note that FINRA posts useful information regarding any member firm or associated registered person on its website at www.finra.org. Additionally, in response to a written inquiry, electronic inquiry (@finra.org) or telephonic inquiry via a toll-free telephone listing (1-800-289- 9999), it will release certain information contained in its files regarding the employment and disciplinary history of such firms and persons, including information regarding past and present employment information with FINRA members; all final disciplinary actions taken by federal, state, or foreign securities agencies or self-regulatory organizations that relate to securities or commodities transactions. This resource is available to all members of the investing public.

SIPC INFORMATION

The Firm is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC is the first line of defense in the event a brokerage firm fails owing customer's cash and securities that are missing from customer accounts. You may obtain information about SIPC, including the SIPC brochure, by accessing the SIPC website at: www.sipc.org or by calling: (202) 371-8300.

BUSINESS CONTINUITY PLAN SUMMARY

The Firm 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 the following business continuity plan information.

Contacting Us- If after a significant business disruption you cannot contact us as you usually do at 201-706-7157, you should call our toll free number 201-706-7157 which will be routed to an office location that has not been disrupted. You may also go to our web site www.Velocityclearing.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 backup 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 counterparty impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

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 24 business 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 72 business hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site www.Velocityclearing.com or our customer emergency number, (201) 706-7157. 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.

If you would like more information on our business continuity plan or have questions, you can contact us at (201) 706-7157.

FEES

You will be responsible for terminal software charges, data fees, and taxes when applicable, as well as ECN, ATS or exchange fees, trading-related regulatory fees, and hard to borrow and short interest charges when applicable. The Firm, at its sole discretion, may mark up any of all these fees as a source of income in addition to the commissions you pay on a per transaction basis.

Your account will be charged a monthly \$25.00 inactivity fee for every calendar month in which there are no securities transactions.

The Firm imposes a minimum \$0.95 per order commission charge. This does not include any ECN or regulatory fees that are charged on a per transaction basis.

MARGIN

It is important that you fully understand the risks involved in trading securities on margin. **Please review the enclosed Margin Disclosure Document.**

The Firm can force the liquidation of long or short positions in your margin account without contacting you. You are not entitled to choose which securities or other assets in your account are liquidated. The Firm can increase its "house" margin requirements at any time and is not required to provide you advance written notice. Furthermore, you are not entitled to an extension of time on a margin call. You will also be responsible for any short fall in the account after any such liquidation.

TERMS

This account agreement is accompanied with an Electronic Trading Agreement, Margin Agreement, Day Trading Risk Disclosure Statement & Acknowledgements, and Margin Disclosure Statement. Contact us immediately if you do not agree with any of the terms or conditions disclosed within these disclosures and agreements, or with the terms and condition contained herein.

TAPED CONVERSATIONS

CLIENT HEREBY AGREES THAT CONVERSATIONS MAY BE TAPE RECORDED AND CLIENT WAIVES OBJECTION TO THE ADMISSIBILITY OF SUCH RECORDINGS IN A DISPUTE CONCERNING CLIENTS ACCOUNT(S).

INTERNATIONAL CLIENTS MUST INITIAL BELOW

By initially below, you attest that you are not a citizen or resident of the United States of America or its territories. You further attest that you are a sophisticated investor, you have not been solicited by the Firm in any capacity, you understand that the Firm does not and will not solicit securities transactions or investment strategies, and you are not aware of any rule or regulation in the jurisdiction from which you reside that you would be violating by opening this account and executing securities transaction in U.S. securities through the Firm.

Initials (Non-U.S. Persons Only)



Day Trading Risk Disclosure Statement & Acknowledgements

You should consider the following points before engaging in a day-trading strategy. For purposes of this notice, a "day-trading strategy" means an overall trading strategy characterized by the regular transmission by a customer of intra-day orders to effect both purchase and sale transactions in the same security or securities.

Day trading can be extremely risky. Day trading generally is not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. You should be prepared to lose all of the funds that you use for day trading. In particular, you should not fund day-trading activities with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required to meet your living expenses. Further, certain evidence indicates that an investment of less than \$50,000 will significantly impair the ability of a day trader to make a profit. Of course, an investment of \$50,000 or more will in no way guarantee success.

Be cautious of claims of large profits from day trading. You should be wary of advertisements or other statements that emphasize the potential for large profits in day trading. Day trading can also lead to large and immediate financial losses.

Day trading requires knowledge of securities markets. Day trading requires in-depth knowledge of the securities markets and trading techniques and strategies. In attempting to profit through day trading, you must compete with professional, licensed traders employed by securities firms. You should have appropriate experience before engaging in day trading.

Day trading requires knowledge of a firm's operations. You should be familiar with a securities firm's business practices, including the operation of the firm's order execution systems and procedures. Under certain market conditions, you may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a stock suddenly drops, or if trading is halted due to recent news events or unusual trading activity. The more volatile a stock is, the greater the likelihood that problems may be encountered in executing a transaction. In addition to normal market risks, you may experience losses due to system failures.

Day trading will generate substantial commissions, even if the per trade cost is low. Day trading involves aggressive trading, and generally you will pay commissions on each trade. The total daily commissions that you pay on your trades will add to your losses or significantly reduce your earnings. For instance, assuming that a trade costs \$16 and an average of 29 transactions are conducted per day, an investor would need to generate an annual profit of \$111,360 just to cover commission expenses.

Day trading on margin or short selling may result in losses beyond your initial investment. When you day trade with funds borrowed from a firm or someone else, you can lose more than the funds you originally placed at risk. A decline in the value of the securities that are purchased may require you to provide additional funds to the firm to avoid the forced sale of those securities or other securities in your account. Short selling as part of your day-trading strategy also may lead to extraordinary losses, because you may have to purchase a stock at a very high price in order to cover a short position.

Minimum Equity Requirement

Pattern day trading rules requires that a pattern day trader have deposited in his or her account minimum equity of \$25,000 on any day in which the customer day trades. The required minimum equity must be in the account prior to any day trading activities. If the customer meets the pattern day trading criteria and does not have the minimum equity in his or her account, the firm will issue an equity deficiency call and will only allow the entry of closing orders. This call is separate and distinct from the day trading margin call.

Day Trading Margin Calls

In the event a day trading customer exceeds his or her trading buying power, firms are required to issue a day trading margin call to pattern day traders that exceed their day trading buying power. Customers have five business days to deposit funds to meet this day trading margin call. The day trading account is restricted to day trading power of two times maintenance margin excess, beginning on the trading day after the day trading buying power is exceeded until the earlier of when the call is met or five business days. If the day trading

margin call is not met by the fifth business day, the account must be further restricted to trading only on a cash basis for 90 days or until the call is met.

Two Day Holding Period Requirement

The rule requires that funds used to meet the day trading minimum equity requirement or to meet a day trading margin call must remain in the customer's account for two business days.

Potential Registration Requirements. Persons providing investment advice for others or managing securities accounts for others may need to register as either an "Investment Advisor" under the Investment Advisors Act of 1940 or as a "Broker" or "Dealer" under the Securities Exchange Act of 1934. Such activities may also trigger state registration requirements.

Your Broker and Your Account. Velocity will be the introducing broker on record and can receive compensation on the trades executed on your behalf. Your day trading account may have significant execution costs and Velocity may receive a large portion of trading commissions for this day trading strategy. Trading commissions can be significant as day trading is highly speculative and all investors who implement this type of trading strategy must have a high-risk tolerance. This account will be used for unsolicited trades only. Trade execution may vary from broker to broker in the same security on the same day. Other brokers may trade in the same security on the same day; execution times and prices can vary significantly.

Acknowledgments. You acknowledge that the systems, software, and information, and any third-party related goods and services provided under the terms of your account agreement are provided "as is", without warranty of any kind, express or implied, by Velocity. You agree that Velocity shall not be liable to any entity or person, for any trading losses, lost revenues, lost profits, loss of business or information, loss of use, loss of costs or other savings, or any direct, incidental, indirect, damages suffered, or costs or expenses incurred, by any entity or person, of any kind or nature, or from any cause whatsoever, arising out of or relating to the furnishing, performance, maintenance of, use of or inability to use any of the system, software, and information, or any third party related goods and services provided as part of the servicing of your account.

You further acknowledge that you are a sophisticated trader with full knowledge of various short selling, insider trading and market manipulations rules and regulations, including, but not limited to, SEC rules promulgated under Regulation M, Regulation SHO and Sections 9, 10 and 10b-5 of the Securities and Exchange Act of 1934.

I understand the above statements in regards to opening a day trading account. By signing below, I agree to the terms and conditions of the account agreement and understand the disclosures and acknowledgements contained herein. I understand that Velocity may restrict my account at any time and I understand the risks involved in this speculative investment strategy. A margin account is required for all day trading accounts and I have read and understand the terms and conditions of the margin agreement.

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;">DocuSigned by:</div> </div>				3/22/2021
	MICHAEL WACHS			
Client Signature	Printed Name	Date	Account Number	

For Internal Use Only (client does not write below)

Principal Approval Signature	Printed Name	Date



Margin Disclosure Statement

Your brokerage firm is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by your firm. Consult your firm regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- ***You can lose more funds than you deposit in the margin account.***
A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).
- ***The firm can force the sale of securities or other assets in your account(s).***
If the equity in your account falls below the maintenance margin requirements, or the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your account held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- ***The firm can sell your securities or other assets without contacting you.***
Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- ***You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call***
Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.
- ***The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice.***
These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).
- ***You are not entitled to an extension of time on a margin call.***
While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

You are receiving this disclosure document because you are opening a day trading account with your broker. Day trading accounts require that your brokerage account be opened as a margin account. It is important that you read and understand the terms and conditions of a margin account. If there are aspects of the margin agreement, or of opening a margin account, that you do not understand, you should immediately contact your brokerage representative.



ELECTRONIC ACCESS AND TRADING AGREEMENT

1. **SCOPE.** This Agreement (the "Agreement") governs the use of electronic trading services (the "Service") offered by Velocity Clearing, LLC, ("Velocity" or the "Firm") which may include:

- (a) electronic services with respect to transactions (each, a "Transaction") in securities and other financial instruments, which may be executed without through Us; (b) the display or transmission of orders or indications of interest; and (c) additional services made available in connection with our electronic trading activities.

2. **TERMINATION.** Either party may terminate this agreement at any time and for any reason. Termination will not release either party hereto from any liability or responsibility that arose from or occurred in connection with this Agreement prior to such termination. We may suspend, change, limit or terminate at any time, for any reason, and without notice, any, all, or part of the Service, or your access to the Service.

3. **USE OF THIRD PARTY.** Services are offered in partnership with third party vendors that will require you to agree to and abide by certain terms and conditions. You agree to abide by any and all agreements with such third-party vendors to the extent they do not come into conflict with this Agreement.

4. **TRANSACTIONS.**

Stop Orders

(b) Stop orders at Velocity are placed and triggered at the Order Management System (OMS) level. Orders are held by the OMS, and not directed to the routing destination as a live order until the OMS determines the price conditions to release the order as live to the routing venue. Velocity will not be held liable for any orders rejected by the route once the order becomes live upon release. Velocity will also not be held liable for any OMS data issues that results in a failure of the stop being released upon meeting a price condition. You are solely responsible for reviewing and maintaining all orders to avoid any issues in regards to rejected and/or untriggered stop orders.

Dividends, Stock Splits & Reorganizations

(c) The client is held responsible to monitor any position changes dealing with dividends, stock splits, and reorganizations, as the OMS may not reflect the changes in quantity and/or price.

We have no obligation to accept, or to execute or cancel, all or any part of a Transaction or instruction that you seek to execute or cancel through the Service. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us and may execute any Transaction on the terms actually received by us. We have no responsibility for orders declared null and void because they are deemed to be clearly erroneous by FIRNA or any other regulator. You will use the Service and enter into Transactions only for your own benefit and account(s) and will not use the Service on behalf of third parties.

5. **COVENANTS.** You are not registered as a broker-dealer or investment advisor with the Securities Exchange Commission and are not participating in any activities that would require you to be registered as a broker dealer or investment advisor under the applicable U.S. securities laws. You agree that your use of the Service will comply with all applicable laws, rules and regulations (including any registration, licensing and membership requirements) and with the policies and practices of securities and futures exchanges and clearing houses, alternative trading facilities, and self-regulatory organizations, and the policies and procedures applicable to the Service and this Agreement and any other agreement between you and us, as may be amended from time to time, including rules regarding short sales under U.S. securities laws. You are solely responsible for your compliance with the applicable laws, rules and regulations, including suitability requirements and the preparation and/or filing of any reports to any relevant exchange and/or any other regulatory authority.

6. **EMPLOYEES, CONTRACTORS AND/OR OTHER TRADERS.** The use of the Service is provided to you and you alone. It is your responsibility to maintain the confidentiality of the user ID and password used to access the Service. Should you employ, contract or otherwise engage traders ("Traders") and desire to grant access to the Service to the Traders, you will notify us prior to granting such access. All Traders with access to the Service are bound by all terms and conditions contained herein.

Traders must comply with all U.S securities laws and regulations, including the rules and obligations of the exchanges and market centers the Traders utilize through use of the Service. You are responsible to determine if Traders have the appropriate background and level of sophistication to ensure compliance with the Agreement. You are additionally responsible for training Traders that do not possess an appropriate level of sophistication prior to granting them access to the Service.

7. SHORT SALES. You will abide by all short selling rules and regulations, including those promulgated under Regulation SHO. You understand and agree that under no circumstances will you use the Service to engage in naked short selling. You agree to specifically designate any orders to sell a security which you do not own as a short sale, and you understand that you will mark such orders as a short sale. You agree that any order which is not specifically designated as a short sale is a sale of securities owned by you and that you will deliver the securities on or before settlement date, if not already in the account. In the event you fail to make such a delivery in the time required, we are authorized to either borrow or buy back such securities as necessary to make delivery and settle the Transaction. You agree to be responsible for any loss you may thereby sustain, or which you may sustain, as a result of your inability to deliver such securities.

8. LIMITATIONS OF LIABILITY. (a) We, our managing directors, partners, officers, directors, affiliates, members, employees and agents (each of whom is a "Related Party," except that in no event shall you be deemed a "Related Party") have no liabilities, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Service, or for delays or omissions of the Service, or for the failure of any connection or communications service to provide or maintain your access to the Service, or for any interruption in or disruption of your access or any erroneous communications. We are not liable for any special, indirect, incidental or consequential damages which you may incur or experience as a result of entering into this Agreement or relied on the Service, even if we know of the possibilities of those damages. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information provided to you in connection with your use of the Service.

(b) You will indemnify, protect, and hold harmless Velocity, Guardian Trading and our Related Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees)(collectively, "Losses") resulting from, relating to, or arising out of your breach of this Agreement, the use of, or inability to use, the Service, or your violation of any applicable law, rule or regulation in connection with the use of the Service by you, including any breaches of the security of the Service (including any access or entry into any of our other systems not covered by this Agreement), except to the extent such Losses are due to our willful misconduct.

(c) In Section 8 the terms "we", "our" and "us" include our Related Parties and any third-party service providers selected by you or us in connection with the Service (collectively, the "Included Parties"). The included Parties are third party beneficiaries of this Agreement.

(d) Orders that you enter through the Service are routed to various third-party systems, markets or exchanges (each, a "Third Party System") that we offer in an effort to maximize the effectiveness of the Service. Ultimately, you will choose the route to where you want your Transaction directed. Orders will not be directed on your behalf. Neither we, nor our Related Parties, are responsible for any losses, damages or costs that may result from the acts or omission of any Third Party System, including errors made by any Third Party System in reading, processing or executing such orders, or if any Third Party System otherwise fails to properly execute such orders.

9. REORGANIZATION. From time to time positions you hold in your account may undergo a reorganization, resulting in stock dividends, cash dividends, stock splits, reverse stock splits, new share issuance or symbol change, or various other reorganizations that substantially change the disposition of the securities held in your account. You are responsible for understanding the terms and conditions of any reorganization, including, but not limited to, the effective date of any such reorganization, share quantities as a result of any stock split, reverse split or stock dividend, and any liability you may have as the result of maintaining a short position in a security that undergoes a reorganization. It is important that you understand that the electronic systems used in providing the Service may not update a change to your securities positions that resulted from securities reorganizations. We are not liable for any loss, direct or indirect, you may incur as a result of reorganizations, the liabilities they create, or any transactions you affect as a result of your lack of knowledge or understanding of a securities reorganization.

10. DATA AND INFORMATION. With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Service, (i) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (iii)

you will use such data and information solely for the purposes set forth in this Agreement and any other agreement between you and us that applies to Transactions; (iv) such data or information is proprietary to us and any such provider and you will not retransmit or disclose such data or information to third parties; and (v) you will use such data and information solely in compliance with applicable laws, rules and regulations.

11. SUITABILITY. You will make your own independent decision to access or use the Service or to execute any Transaction and you acknowledge and agree that the Service does not and will not serve as the primary basis for any or your investment decisions concerning your accounts. We do not, and will not under any circumstances, solicit Transactions. All transactions entered by you through the service will be unsolicited orders. You are solely responsible for the determination of suitability of your Transactions and suitability as it pertains to the use of the Service. We do not and will not provide you with legal, tax, estate planning, accounting advice or advice regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You acknowledge that none of the information that may be provided by us in connection with the Service is intended as tax, legal or investment advice. **YOU ACKNOWLEDGE THAT YOU ALONE ARE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF INVESTMENT CHOICES AND INVESTMENT STRATEGIES IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES. YOU UNDERSTAND THAT WE ASSUME NO RESPONSIBILITY FOR SUCH DETERMINATIONS.**

ClientSignature  _____

Date 3/22/2021 _____



Stock Locate Agreement

The purpose of this Stock Locate Agreement (the "Agreement") is to ensure that you understand and agree to the terms and conditions associated with selling securities short. Through Velocity Clearing LLC, a FINRA registered broker dealer, ("Broker") offers its clients the ability to enter short sale orders in securities that are not on the easy to borrow list ("HTB Stocks"). This Agreement is to be reviewed and executed in conjunction with the Firm's Margin Agreement, which is included in the new account document package. Should any conflicts arise, the terms and conditions of the Margin Agreement supersede this Agreement.

Locates

By entering into this Agreement, the Broker will grant you the ability to locate HTB Stocks. Your acceptance of a locate for a short sale order does not guarantee that the necessary shares will be delivered for settlement of your short sale transaction. The Broker or the Clearing Firm, at its sole discretion, may elect to buy in some or all of the shares necessary to cover your short position at any time, including on the trade date in which your short position was established, and at any time or date thereafter. By entering into a short position, you agree that you take on full financial and market risk, including the risk that you may incur losses as a result of the Broker buying in your short position. Please note that there is a 100,000-share overnight limit per symbol. Any amount over 100,000 must be borrowed before your short sale order is entered (preborrow) if you intend to hold those excess shares overnight. Any quantity of stock held in excess of 100,000 shares that has not been borrowed is subject to being closed out by the Broker, on trade date, starting at 3:45 PM Eastern Standard Time. On preborrows, you will begin accruing short interest charges on trade date at a rate determined by the clearing firm.

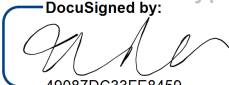
HTB Fees

By entering into this Agreement, you acknowledge that you may incur significant fees by selling securities short in your account. When you accept a locate for a HTB Stock, you will be charged a locate fee based on the price per share quoted and the quantity of shares accepted ("Locate Fee"). The Locate Fee is charged the moment you accept a locate on a HTB Stock, even if you never enter an order to sell short the located security. If you hold a located HTB Stock overnight, you will incur an overnight fee ("Overnight Fee"). The Overnight Fee is in addition to the Locate Fee and is calculated as a product of the price of the initial Locate Fee multiplied by the amount of nights between trade date and settlement date. For example, if you locate an HTB Stock and the Locate Fee is \$50, holding that stock overnight on a Monday will result in the initial \$50 charge for the Locate Fee and, assuming a Wednesday settlement date, a \$100 Overnight Fee (\$50 times two nights between trade date and settlement date). This same formula creates a higher multiple when a weekend falls between trade date and settlement date. For example, the Overnight Fee for a locate obtained on Friday will typically be the Locate Fee multiplied by four (four nights between Friday trade date and Tuesday settlement date). The Locate Fee and Overnight Fee will be billed daily and will appear on your statement collectively as "HTB Fees." HTB Fees are completely separate from the short interest fees that the Clearing Firms may charge your account for holding short positions overnight. The amount of the Locate Fee is determined by the broker dealer that is providing the locate. However, the Broker does participate in volume discounts offered by the locate provider when applicable. Please note that locate provider Velocity Capital, LLC is affiliated with the Broker through common ownership.

Short Interest Fees

The Clearing Firm will charge you short interest fees that are separate and unrelated to the HTB Fees charged by the Broker. The Clearing Firms calculate short interest, and the total charges are dependent upon various factors such as the size of your short position, the price of the underlying security, the number of days between settlement of the short sale transaction and settlement of the buy to cover transaction, and the short interest rate. The short interest rate is variable and may change from day to day without notice. Increases in the short interest rates may be extreme, especially when there is considerable volatility in a given security. Furthermore, the Clearing Firms do not give advanced notice to the Broker when a short interest rate will be changing. You can get the short interest rate for a given symbol on a specific date by contacting the Broker. However, the rate provided to you will only be applicable for that given date and may change the following day.

By signing below, you acknowledge and agree to the terms and conditions described herein.

Type text here
 DocuSigned by:

 49087DC33FE8459
 Client Signature

3/22/2021

Date



Margin Agreement

KEEP A COPY FOR YOUR RECORDS. This is a copy of your Margin Agreement with Velocity Clearing, LLC ("Velocity" or the "Firm").

1. APPLICABLE RULES AND REGULATIONS

All of your transactions shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, where executed by Velocity or its agents, including its subsidiaries and affiliates.

2. DEFINITIONS

For purposes of this agreement "securities, commodities, and other property," as used herein shall include, but not be limited to money, securities, and commodities of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

3. LIEN

All of your securities, commodities, and other property, which Velocity may at any time be carrying, or which may at any time be in Velocity' possession or under Velocity' control, shall be subject to a general lien and security interest in Velocity' favor for the discharge of all of your indebtedness and other obligations to Velocity, without regard to Velocity having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with Velocity. In enforcing its lien, Velocity shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed.

4. LIQUIDATION

If, in its discretion, Velocity considers it necessary for protection to require additional collateral, or in the event that a petition in bankruptcy is filed, or the appointment of a receiver is filed by or against you, or an attachment is levied against your accounts, or in the event of death (in case of partnerships), Velocity shall have the right to sell any or all securities, commodities, and other property in your accounts with Velocity, to buy any or all securities, commodities, and other property which may be short in such accounts, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at Velocity' discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and Velocity may be the purchaser for its own account. It being understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Velocity' right to sell or buy without demand or notice.

5. PAYMENT OF INDEBTEDNESS UPON DEMAND AND LIABILITY FOR COSTS OF COLLECTION

You shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of your accounts with Velocity, and you shall be liable to Velocity for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by Velocity or by you; and, you shall make payments of such obligations and indebtedness upon demand. The reasonable cost and expense of collection of the debit balance, recovery of securities, and any unpaid deficiency in your accounts with Velocity, including, but not limited to attorney's fees, incurred and payable or paid by Velocity shall be payable to Velocity by you.

6. PLEDGE OF SECURITIES

All securities, commodities, and other property now or hereafter held, carried, or maintained by Velocity in its possession in any of your accounts may be pledged and re-pledged by Velocity from time to time, without notice to you, either separately or in common with other such securities, commodities, and other property for any amount due in your accounts, or for any greater amount, and Velocity may do so without retaining into its possession or control for delivery, a like amount of similar securities, commodities, or other property.

7. MARGIN REQUIREMENTS, CREDIT CHARGES, AND CREDIT INVESTIGATION

You will at all times maintain such securities, commodities, and other property in your accounts for margin purposes as Velocity shall require from time to time via a margin call or other request, and the monthly debit balances or adjusted balances in your accounts with Velocity shall be charged, in accordance with Velocity practice, with interest at a rate permitted by laws of the State of California. It is understood that the interest charge made to your account at the close of a charge period will be added to the opening balance for the next charge period unless paid. You acknowledge receipt of the Disclosure Statement, which explains the conditions under which interest can be charged to your

account, the annual rate of interest, how debit balances are determined, and the methods of computing interest. You further acknowledge receipt of the separate Margin Disclosure Statement, which provides some basic facts about purchasing securities on margin and alerts you to the risks involved with trading securities in a margin account. In regard to margin calls, whether for maintenance or any other margin call, in lieu of immediate liquidations, Velocity, may permit you a period of time to satisfy a call. This time period shall not in any way waive or diminish Velocity' right in its sole discretion, to shorten the time period in which you may satisfy the call, including one already outstanding, or to demand that a call be satisfied immediately. Nor does such practice waive or diminish the right of Velocity to sell out positions to satisfy the call, which can be as high as the full indebtedness owed by you. Margin requirements may be established and changed by Velocity in its sole discretion and judgment without notice to you. Velocity may exchange credit information about you with others. Velocity may request a credit report on you and upon request; Velocity will state the name and address of the consumer reporting agency that furnished it. If Velocity extends, updates, or renews your credit, Velocity may request a new credit report without notifying you.

8. COMMUNICATIONS

Communications may be sent to you at your current address, which is on file at Velocity' office, or at such other address as you may hereafter give Velocity in writing, and all communications, so sent, whether by mail, email, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.

9. SCOPE AND TRANSFERABILITY

This agreement shall cover individually and collectively all accounts that you may open or reopen with Velocity, and shall inure to the benefits of its successors and assigns, whether by Velocity' merger, consolidation, or otherwise, and Velocity may transfer your accounts to its successors and assigns, and this agreement shall be binding upon your heirs, executors, administrators, successors, and assigns.

10. NO PROFESSIONAL ADVICE

You acknowledge that Velocity will not provide you with any investment, legal, tax, or accounting advice, that its employees are not authorized to give any such advice, and that you will not solicit or rely upon any such advice from Velocity or its employees whether in connection with transactions in or for any of your accounts or otherwise. In making investment, legal, tax, or accounting decisions with respect to transactions in or for your accounts or any other matter, you will consult with and rely upon your own advisors and not upon Velocity, and Velocity shall have no liability, therefore.

11. EXTRAORDINARY EVENTS

Velocity shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond its control.

12. REPRESENTATIONS AS TO CAPACITY TO ENTER INTO AGREEMENT

You represent that you are a legal entity duly formed and organized and are hereby authorized to enter into this agreement with Velocity, and that the person executing this agreement on your behalf has the full power and authority to execute and deliver this agreement on your behalf. Further you represent unless otherwise disclosed to Velocity in writing that you are not affiliated with any exchange; or affiliated with any corporation of which any exchange owns a majority of the capital stock; or affiliated with a member firm or member corporation registered on any exchange; or affiliated with a bank, trust company, insurance company; or affiliated with any corporation, firm, or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances, or other forms of commercial paper. You further represent that no one except you has an interest in your account or accounts with Velocity

13. OPTION TRANSACTIONS

If at any time you shall enter into any transaction for the purchase or resale of an option contract, you hereby agree to abide by the rules of any national securities association, registered securities exchange, or clearing organization applicable to the trading of option contracts and, acting alone or in concert, will not violate the position or exercise limitation rules of any such association, exchange, the Options Clearing Corporation, or other clearing organization.

14. SEPARABILITY

If any provision or condition 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 attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

15. HEADINGS ARE DESCRIPTIVE

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

16. NO WAIVER

This Agreement cannot be modified by conduct and no failure on the part of Velocity at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify, or relax all of the rights granted Velocity herein, including those rights vested in Velocity to deal with collateral on all loans advanced to you.

17. ENTIRE AGREEMENT

This agreement constitutes the full and entire understanding between the parties with respect to the provisions herein, and there are no oral or other agreements in conflict herewith. Any future modification, amendment, or supplement to this Agreement or any individual provision herein can only be in the form of a writing signed by a representative of Velocity

18. ARBITRATION DISCLOSURES:

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

- 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.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD 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.
- THE PANEL 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.

19. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND VELOCITY SHALL BE SUBMITTED TO ARBITRATION BEFORE ANY NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE LOS ANGELES OFFICE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC ("FINRA"). 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; (I) THE CLASS CERTIFICATION IS DENIED; (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.

20. LOAN CONSENT

By signing this agreement, you acknowledge that securities not fully paid for by you may be loaned to Velocity or loaned out to others.

21. SHAREHOLDER VOTE OF LOANED SECURITIES


In the event your securities have been loaned by Velocity on the record date of a shareholder vote involving those securities, you agree that your vote may be reduced to reflect the total amount of your securities loaned by Velocity

MARGIN AGREEMENT ACKNOWLEDGEMENT

I ACCEPT THE TERMS OF THE ENCLOSED AGREEMENT, AND I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE MARGIN DISCLOSURE STATEMENT WHICH DETAILS THE RISKS ASSOCIATED WITH A MARGIN ACCOUNT, AND THAT I HAVE READ AND UNDERSTOOD THE CREDIT TERMS EXPLAINED IN THE DISCLOSURE STATEMENT.

YOU ALSO ACKNOWLEDGE THAT THE MARGIN AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN PARAGRAPHS 18 AND 19 ON THIS PAGE.

ACCOUNT OWNER(S):

DocuSigned by:

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3/22/2021

Client Signature

Date

MICHAEL WACHS

Name

Client Signature

Date

Name

VELOCITY CLEARING, LLC:

Principal Signature

Date

Name

**31 CFR § 1010.230 CERTIFICATION REGARDING
BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS**

I. GENERAL INSTRUCTIONS

This is an optional form provided for your convenience. The required information may be provided in other formats. When completed, this form is provided to the financial institution where the account is opened. DO NOT SEND TO FinCEN.

Where may I obtain a copy of the form?

A copy (pdf) may be downloaded from the FinCEN website at www.fincen.gov under the “Filing Information” tab. The form may be completed on a computer using the free [Adobe Reader](#) software.

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by any person opening a new account on behalf of a **legal entity** with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; and (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

When you open a new account on behalf of a legal entity, the financial institution will ask for information about the legal entity’s **beneficial owner(s)**, including their name, address, date of birth and social security number (or passport number or other similar information, in the case of Non-U.S. persons). The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

Beneficial owners are:

- (1) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation; **and**
- (2) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (1), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (1), you must provide the identifying information of one individual under section (2). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (2)), and up to five individuals (i.e., one individual under section (2) and four 25 percent equity holders under section (1)).

a legal entity may have multiple “beneficial owners,” this form requires you to list only those that own 25% or more (up to five) under each of the two prongs of the definition above. If appropriate, the same individuals may be listed under both prongs.

CERTIFICATION OF BENEFICIAL OWNER(S)

The information contained in this Certification is sought pursuant to Section 1020.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1020.230).

All persons opening an account on behalf of a legal entity must provide the following information:

1. Last Name and title of Natural Person Opening Account WACHS	2. First Name MICHAEL	3. Middle Initial	
4. Name and type of Legal Entity for Which the Account is Being Opened ESOUSA HOLDINGS, LLC			
4a. Legal Entity Address 211 EAST 43RD STREET 4TH FLOOR	4b. City NEW YORK	4c. State NY	4d. ZIP/Postal Code 10017

SECTION I

(To add additional individuals, see page 3)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above. **Check here ☐ if no individual meets this definition and complete Section II.**

5. Last Name WACHS	6. First Name MICHAEL	7. M.I.	8. Date of birth 02/12/1963 (MM/DD/YYYY)
9. Address 18 DOLMA ROAD	10. City SCARSDALE	11. State NY	12. ZIP/Postal Code 10583
13. Country US	14. SSN (U.S. Persons) 095-54-9675	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)	
		15a. Country of issuance:	

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION II

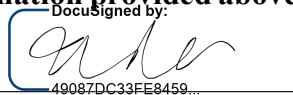
Please provide the following information for an individual with significant responsibility for managing or directing the entity, including, an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions.

16. Last Name WACHS	17. First Name MICHAEL	18. M.I.	19. Date of birth (MM/DD/YYYY)
20. Address 18 DOLMA ROAD	21. City SCARSDALE	22. State NY	23. ZIP/Postal Code 10583
24. Country US	25. SSN (U.S. Persons) 095-54-9675	26. For Non-U.S. persons (SSN, Passport Number or other similar identification number)	
		26a. Country of issuance:	

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, MICHAEL WACHS (name of person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature:

DocuSigned by:

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Date:

03/22/2021

(MM/DD/YYYY)

Legal Entity Identifier (Optional)

Additional Section 1 - Second Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Additional Section 1 - Third Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Additional Section 1 - Fourth Beneficial Owner (If required)

Please provide the following information for an individual(s), if any, who, directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise owns 25% or more of the equity interests of the legal entity listed above.

5. Last Name		6. First Name	7. M.I.	8. Date of birth (MM/DD/YYYY)
9. Address		10. City	11. State	12. ZIP/Postal Code
13. Country	14. SSN (U.S. Persons)	15. For Non-U.S. persons (SSN, Passport Number or other similar identification number)		
		15a. Country of issuance:		

Note: In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Paperwork Reduction Act Notice

Public recordkeeping burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The OMB control number for this information collection is 1506-0070. You may submit comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, by calling the FinCEN Resource Center at 800-767-2825 or by email at frc@fincen.gov. Alternatively, you may mail us comments at Policy Division, Financial Crimes Enforcement Network, P.O. Box 39, Vienna, VA 22183. Please include 1506-0070 in the body of the text.