



## New Account Opening Process

(Please Follow Below Steps)

1. Fill out and sign *all* sections of the below application
2. *Draw* your 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 [guardian.newaccounts@velocityclearingllc.com](mailto:guardian.newaccounts@velocityclearingllc.com)

## Additional Requirements

All account types must include: Copy of Valid Driver's License or Passport, appropriate tax form (W9/ W8ben) and proof of address (i.e. utility bill). For all entity accounts, IDs and proof of address must be submitted for all 25% or more owners and all authorized individuals.

Entity accounts must also provide the following:

LLC Accounts: Articles of Incorporation, Operating Agreement and Certificate of Beneficial Ownership

Corporate Accounts: Articles of Incorporation & Corporate Resolution and Certificate of Beneficial ownership

Trust Accounts: Complete Trust Agreement

### The ID images have to:

- A. Have a separate image for each side of the ID (front and back).
- B. Be in .jpg format.
- C. Have little or no visible background and not appear on an angle.
- D. Have a DPI of at least 600
- E. Have a width and height no greater than 8,858x237 pixels.

Please see examples of acceptable ID uploads on the last two pages for reference.

Full Name			
ALEXANDER CAPITAL MANAGEMENT LLC			
Account Type			
<div><input type="checkbox"/> Individual</div> <div><input type="checkbox"/> JTWR0S</div> <div><input type="checkbox"/> Tenants in Common</div> <div><input type="checkbox"/> Other</div>			
<div><input type="checkbox"/> Corporation</div> <div><input type="checkbox"/> Trust</div> <div><input checked="" type="checkbox"/> Limited Liability Company</div> <div><input type="checkbox"/> Limited Partnership</div>			
Home Address (No P.O. Boxes)			
8318 LA SIERRA AVENUE			
City		State	Zip/Postal Code
WHITTIER		CA	90605
Country			
USA			
Mailing Address (If different from home address)			
City		State	Zip/Postal Code
Email Address		Phone	Alt Phone
<div><input type="checkbox"/> Single</div> <div><input type="checkbox"/> Married</div> <div><input type="checkbox"/> Divorced</div> <div><input type="checkbox"/> Widowed</div> <div>Number of Dependents</div>			
Employment Information			
<div><input type="checkbox"/> Employed</div> <div><input type="checkbox"/> Self-employed</div> <div><input type="checkbox"/> Unemployed</div> <div><input type="checkbox"/> Retired</div> <div><input type="checkbox"/> Student</div> <div>Other</div>			
Employer Name		Position/Title (if self-employed, provide occupation)	
Employer Address		Employer Address	
City		State	Zip/Postal Code
Country			
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT			
USA PATRIOT ACT INFORMATION			
<p>This form is intended to capture required information. Please complete this form for each authorized individual and attach it to the account application. 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 Velocity Clearing LLC 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.</p>			
Social Security or Taxpayer ID No.		Date of Birth	Country of Citizenship
Valid Government-issued PhotoID 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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ANDRES ARMIENTA
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	<input type="checkbox"/> No	<input checked="" type="checkbox"/>
Are either you or an immediate family member an officer, director or at least 10% shareholder in a publicly traded company?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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 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 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 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	



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
<b>Employment Information</b>			
<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
<b>USA PATRIOT ACT Information (Required by Federal law - see disclosures for details)</b>			
Social Security or Taxpayer ID No.		Date of Birth	Country of Citizenship
Valid Government-issued PhotoID 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	
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<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)**
**Authorized Individual - Personal Information**

Name

**ANDRES ARMIENTA**

Social Security Number

**620-90-8286**

Date of Birth

**5/30/1996**

Legal Address (No Post Office Boxes)

**8318 LA SIERRA AVENUE**

City

**WHITTIER**

State

**CA**

Postal Code

**90605**

Cell Phone

**323-806-1300**

Home Phone

Work Phone

Country(s) of Citizenship

Government Identification (Please attach a photocopy)

☒

U.S. Driver's License

☐

INS Permanent Resident Alien Card

☐

Passport

☐

Foreign National Identification Document

Identification Number

State/Country of Issuance

Date Issued

Expiration Date

**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.

Signature

DocuSigned by:

*Andres Armienta*

Date

**2/22/2021**

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**Financial Situation and Needs, Liquidity Considerations and Tax Status**

ANNUAL INCOME	NET WORTH (Excluding Residence)	LIQUID NET WORTH (Must be less than Net Worth)	TAX RATE (highest marginal)
<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> 0 - 15%
<input type="checkbox"/> \$25,001 - 50,000	<input type="checkbox"/> \$25,001 - 50,000	<input type="checkbox"/> \$25,001 - 50,000	<input type="checkbox"/> 16 - 25%
<input type="checkbox"/> \$50,001 - 100,000	<input type="checkbox"/> \$50,001 - 200,000	<input type="checkbox"/> \$50,001 - 200,000	<input type="checkbox"/> 26 - 30%
<input type="checkbox"/> \$100,001 - 250,000	<input type="checkbox"/> \$200,001 - 500,000	<input type="checkbox"/> \$200,001 - 500,000	<input checked="" type="checkbox"/> 31 - 35%
<input checked="" type="checkbox"/> \$250,001 - 500,000	<input checked="" type="checkbox"/> \$500,001 - 1,000,000	<input checked="" type="checkbox"/> \$500,001 - 1,000,000	<input type="checkbox"/> Over 35%
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> Over \$1,000,000	<input type="checkbox"/> Over \$1,000,000	

ANNUAL EXPENSES	SPECIAL EXPENSES (future, non-recurring)	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))
<input checked="" type="checkbox"/> \$50,000 and under	<input checked="" type="checkbox"/> \$50,000 and under	<input type="checkbox"/> Very important
<input type="checkbox"/> \$50,001 - 100,000	<input type="checkbox"/> \$50,001 - 100,000	<input checked="" type="checkbox"/> Important
<input type="checkbox"/> \$100,001 - 250,000	<input type="checkbox"/> \$100,001 - 250,000	<input type="checkbox"/> Somewhat important
<input type="checkbox"/> \$250,001 - 500,000	<input type="checkbox"/> \$250,001 - 500,000	<input type="checkbox"/> Does not matter
<input type="checkbox"/> Over \$500,000	<input type="checkbox"/> Over \$500,000	

Time Frame for Special Expenses:  
Years

\_\_\_\_\_

**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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Income             | <input type="checkbox"/> Insurance payout                            |
| <input type="checkbox"/> Pension or retirement savings | <input type="checkbox"/> inheritance                                 |
| <input type="checkbox"/> Funds from another account    | <input type="checkbox"/> Social Security benefits                    |
| <input type="checkbox"/> Gift                          | <input type="checkbox"/> Home Equity Line of Credit/Reverse Mortgage |
| <input type="checkbox"/> Sale of business or property  | <input type="checkbox"/> 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 Communications 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.       |
| <input checked="" type="checkbox"/> 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)

**W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

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

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

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

**301.7701-7) Certification instructions.**

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

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

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

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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

DocuSigned by:

*Andres Armienta*

Date

2/22/2021

C1E46B56E03B4FF

Co-Owner Signature

Date

Account Representative Signature

DocuSigned by:

*Don Hensley*

Date

2/22/2021

40999980743246A...

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 investor 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 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.

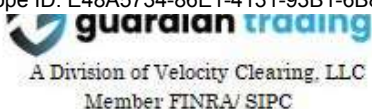
## PAYMENT FOR ORDER FLOW

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 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](http://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](http://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 sites [www.guardiantrading.com](http://www.guardiantrading.com) or <http://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 counter-party 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 sites [www.guardiantrading.com](http://www.guardiantrading.com) or <http://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 \$30.00 inactivity fee for every calendar quarter in which there are less than 15 securities transactions.

### **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, Stock Loan Agreement, Margin Agreement, Day 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.

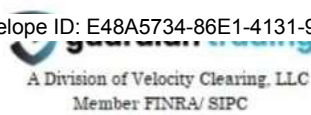
### **TAPED CONVERSATIONS**

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.

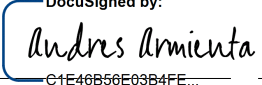
**Potential Registration Requirements.** Persons providing investment advice for others or managing securities accounts for others may need to register as either an "Investment Advisor" under the Investment Advisors Act of 1940 or as a "Broker" or "Dealer" under the Securities Exchange Act of 1934. Such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

**Your Broker and Your Account.** Velocity will be the 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.

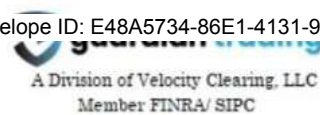
**Acknowledgments.** You acknowledge that the systems, software, and information, and any third-party related goods and services provided under the terms of your account agreement are provided "as is", without warranty of any kind, express or implied, by Velocity. You agree that Velocity shall not be 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.

DocuSigned by:  
  
 C1E46B56E03B4FE... Andres Armienta 2/22/2021  
 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 with or 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. 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.**

Client Signature  DocuSigned by:  
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2/22/2021

Date \_\_\_\_\_

## 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. Velocity Clearing LLC, 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 Velocity Clearing LLC, reserves the rights to request any amount of any security it deems necessary to be borrowed before your short sale order is entered (pre borrow) at any time. Any quantity of stock is subject to being closed out by the Broker, on trade date, starting at 3:45 PM Eastern Standard Time. On pre borrows, 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 Velocity Clearing LLC, may charge your account for holding short positions overnight. The amount of the Locate Fee is determined by Velocity Clearing LLC, which is providing the locate. However, Velocity Clearing LLC, does participate in volume discounts when applicable.

### Short Interest Fees

Velocity Clearing LLC, will charge you short interest fees that are separate and unrelated to the HTB Fees charged by Velocity Clearing LLC. Velocity Clearing LLC, calculates 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, Velocity Clearing LLC, does not give advanced notice 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 Velocity Clearing LLC. 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.

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

DocuSigned by:  
  
C1E46B56E03B4FE...  
Client Signature

2/22/2021  
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 THISPAGE.

ACCOUNTOWNER(S):

DocuSigned by:  
*Andres Armienta*  
C1E46B56E03B4FE...

2/22/2021

Client Signature

Date

Andres Armienta

Name

Client Signature

Date


Name

VELOCITY CLEARING, LLC:

Principal Signature

Date

Name

Document Best Practice		
Getting it Right		
Getting It Wrong - Format and Image Quality Make sure that your image is in the right format (JPG, BMP, PNG or TIFF) and at least 300dpi.		
Getting It Wrong - Rotation Make sure that the image is properly aligned and has not been rotated.		
Getting It Wrong - Alignment Make sure the image is properly aligned without having been tilted or skewed.		
Getting It Wrong - Image Clarity Ensure that there is no glare or shaded areas on the image.		
Getting It Wrong - Cropped Area Make sure the image is tightly cropped with minimal background (likewise that the whole of the document image can be seen).		
Getting It Wrong - Image Capture Area Please ensure you only capture the necessary part of the document.		
Getting it wrong - Obscuring The Image Make sure that the whole of the image is visible and has not been partly obscured in any way. This includes taking a copy of a thumb or finger over the document.		



## Image Hints and Tips

Document Best Practice		
<p><b>Getting It Right</b></p>		
<p><b>Getting It Wrong - Format and Image Quality</b> Make sure that your image is in the right format (JPG, BMP, PNG or TIFF) and at least 300dpi.</p>		
<p><b>Getting It Wrong - Rotation</b> Make sure that the image is properly aligned, not rotated.</p>		
<p><b>Getting It Wrong - Alignment</b> Make sure the image is properly aligned, not tilted or skewed.</p>		
<p><b>Getting It Wrong - Image Clarity</b> Ensure that there is no glare or shaded areas on the image.</p>		
<p><b>Getting It Wrong - Cropped Area</b> Make sure the image is tightly cropped with minimal background (likewise that the whole of the document image can be seen).</p>		
<p><b>Getting it wrong - Obscuring The Image</b> Make sure that the whole of the image is visible and is not partly obscured in any way. This includes taking a copy of a thumb or finger over the document.</p>		





## Addendum to Customer Agreement Net Trading

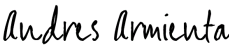
Name – Account # – **ALEXANDER CAPITAL MANAGEMENT LLC**

Orders received by Velocity or by downstream destinations can be executed on an Agency, riskless principal and/or Principal basis. Velocity may trade Principally on a Net Trading basis. Thus, Velocity may incur a profit (or sustain a loss) in its proprietary account as a result of such transactions. For orders traded on a net basis, clients will receive an execution at or better than Client's limit price and will typically not have to pay additional explicit commission or exchange fees.

For transitions effected on a net basis, the Firm may buy or sell at a price different than the orders not-held limit price and therefore Velocity will not typically charge explicit commissions or market center fees on that order other than a commission equivalent mark-up or mark-down. Orders will be filled at the NBBO or better consistent with the limit price and other characteristics of the market and the order. When trading on a net basis Velocity does not act as a market maker as defined under FINRA Rule 2124. However, the Firm at its sole discretion may require certain clients participating in Net Trading affirm acknowledgement of Net Trading on an order by order basis or by a separate letter of consent.

If a client is an institutional customer as defined in FINRA Rule 4512(c), a registered broker-dealer under Section 15(b) of the Exchange Act, or a foreign regulated broker-dealer executing US securities and settling with a US domiciled custodian bank, provided the client does not decline, it will be deemed by Velocity that approval has been given for the Firm to execute the client's orders on a net basis. If the client does not wish to have orders executed on a net basis, the client shall notify Velocity in writing to or to Velocity Clearing LLC, 1301 Route 36, Suite 1301, Hazlet, NJ 07730. All orders that are not transacted on a net basis may be subject to additional commission and pass thru charges.

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

DocuSigned by:  
  
C1E46B56E03B4FE...

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Client Signature

2/22/2021

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Date

**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](http://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 ARMIENTA	2. First Name ANDRES	3. Middle Initial	
4. Name and type of Legal Entity for Which the Account is Being Opened ALEXANDER CAPITAL MANAGEMENT LLC			
4a. Legal Entity Address 8318 LA SIERRA AVENUE	4b. City WHITTIER	4c. State CA	4d. ZIP/Postal Code 90605

**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 ARMIENTA	6. First Name ANDRES	7. M.I.	8. Date of birth 05/30/1996 (MM/DD/YYYY)
9. Address 8318 LA SIERRA AVENUE	10. City WHITTIER	11. State CA	12. ZIP/Postal Code 90605
13. Country	14. SSN (U.S. Persons) 620-90-8286	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.

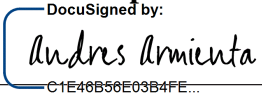
**SECTION II**

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 ARMIENTA	17. First Name ANDRES	18. M.I.	19. Date of birth 05/30/1996 (MM/DD/YYYY)
20. Address 8318 LA SIERRA AVENUE	21. City WHITTIER	22. State CA	23. ZIP/Postal Code 90605
24. Country	25. SSN (U.S. Persons) 620-90-8286	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, ANDRES ARMIENTA (name of person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.**

Signature:  Date: 2/22/2021  
DocuSigned by: C1E40B50E03B4FE... (MM/DD/YYYY)

Legal Entity Identifier (Optional) n/a

**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](mailto: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.



## California Secretary of State Electronic Filing

**FILED**

Secretary of State  
State of California

### LLC Registration – Articles of Organization

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Entity Name: Alexander Capital Management LLC

Entity (File) Number: 202100510124

File Date: 12/30/2020

Entity Type: Domestic LLC

Jurisdiction: California

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#### Detailed Filing Information

1. Entity Name: Alexander Capital Management LLC
2. Business Addresses:
  - a. Initial Street Address of Designated Office in California: 8318 La Sierra Ave  
Whittier, California 90605  
United States
  - b. Initial Mailing Address: 8318 La Sierra Ave  
Whittier, California 90605  
United States
3. Agent for Service of Process: Andres Armienta  
8318 La Sierra Ave  
Whittier California 90605  
United States
4. Management Structure: All LLC Member(s)
5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Andres Armienta

## **OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY**

### **I. PRELIMINARY PROVISIONS**

(1) *Effective Date:* This operating agreement of Alexander Capital Management LL is effective 01/01/2021, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of California on 01/01/2021. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

Andres Armienta

8318 La Sierra Ave

Whittier, CA 90605

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

Active Trader in Financial Securities

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be until member dissolves. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

### **II. MEMBERSHIP PROVISIONS**

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

### **III. TAX AND FINANCIAL PROVISIONS**

(1) *Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a S-Corporation for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be 2021. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be affected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

#### IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by 1/1/2021. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME &amp; ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) Andres Armienta 8318 La Sierra Ave Whittier, CA 90605	\$100,000	100%
(2)		
(3)		



(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by 1 of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

## **V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS**

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) *Restrictions on the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a

transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

## **VI. DISSOLUTION PROVISIONS**

*(1) Events That Trigger Dissolution of the LLC:* The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within N/A of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

## **VII. GENERAL PROVISIONS**

*(1) Officers:* The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

*(2) Records:* The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

*(3) All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals

as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

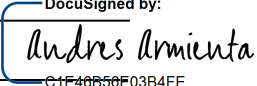
(7) *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

## VIII. SIGNATURES OF MEMBERS

*Execution of Agreement:* In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 2/22/2021

Signature: 

Printed Name: Andres Armienta

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_