



GUARDIAN TRADING

GuardianTrading.com  
888-602-0092

## A Division of Velocity Clearing, LLC

### Customer Acknowledgement of Guardian Account Liquidation

With this Acknowledgement, Customer agrees to continue trading with Guardian Trading, a division of Velocity Clearing, LLC, ("Guardian") and expressly accepts the use of account liquidation, as defined below.

Upon opening its account(s) with Guardian, Customer entered into a New Account Form and Agreement and acknowledged therein the Account Terms and Conditions, Margin Disclosure Statement, and Electronic Access and Trading Agreement (collectively, the "Agreement"). Except as set forth in this Acknowledgement, the provisions of the Agreement shall remain in full force and effect.

To continue using Guardian's services as set forth in the Agreement, Customer acknowledges and agrees to the following:

1. **Account Liquidation.** Guardian can force the sale or cover of equities positions in the Customer's account(s) without prior notice at any time. Should the equity in the Customer's account(s) fall below **30%** during the trading day, Guardian may liquidate any or all of the open positions in the account(s). The liquidation function will send liquidating (closing) market orders to the exchange(s), which will result in the closing of any or all open positions for Customer's account(s). Please note that Guardian may notify Customer via email or other means when the equity in Customer's account(s) approaches the minimum level of 30%, but such notification is not guaranteed or required prior to liquidation. Customer acknowledges and agrees to the liquidation of his or her account(s) at the market price at the time of market order. If, for any reason, Customer's positions cannot be liquidated, Customer remains liable for the positions and for adverse market movements affecting his or her account(s). Further, Customer shall pay any debit balance that may result from the liquidation of his or her account(s).



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2. **Risks of Liquidation.** Guardian may liquidate an account without prior notice to Customer, and this liquidation may be implemented automatically by Guardian software or a third-party vendor via electronic means. If the account value changes overnight, the account could be automatically liquidated upon the next market open. Market volatility could cause an account to be liquidated on short or no notice to Customer. Customer acknowledges that all other risks associated with trading will remain present even after implementation of the liquidation feature.
3. **Limitation of Liability; Indemnification.** Customer releases Guardian from all liability for losses suffered by Customer resulting from liquidation. Further, Customer acknowledges that Guardian is not responsible for any losses resulting from inaccurate or incorrect data it receives from exchanges or for late, lost, misdirected, misdelivered, incomplete, illegible, or unintelligible orders; unavailable network connections; failed, incomplete, garbled, or delayed computer transmissions; keypunch errors; online failure or other technical malfunctions or disturbances. In addition, Guardian shall not be liable for the acts or omissions of its Order Management System(s) ("OMS") or any other non-affiliated agent selected by it. In the event that Customer incurs a loss due to gross negligence, willful misconduct, or insolvency of an OMS or any other non-affiliated agent selected by Guardian, Guardian may make reasonable efforts, in its discretion, to seek recovery from such OMS, but Guardian shall not be obligated to institute legal proceedings, file proof of its claim in any insolvency proceeding, or take any similar action. Any such recovery efforts, however, shall not in any way be construed as an admission of wrongdoing or liability whatsoever on the part of Guardian.

Customer understands the foregoing and agrees to be bound by the terms of this Acknowledgement.

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Signature – Authorized Signatory

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Authorized Signatory Name & Title (PRINT)

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Company Name (if applicable)

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Date