

E*TRADE LINE OF CREDIT APPLICATION¹**1 JOINT INTENT**

Any person, whether married, or single, may apply for separate credit. If this is an application for joint credit, please initial here:

The undersigned intend(s) to apply for joint credit: _____ Applicant _____ Co-Applicant

2 APPLICANT INFORMATION**Applicant**

Applicant Name (First, MI, Last)

Principal Residence Address (Street) (PO Box Not Accepted)

Principal Residence Address (City, State, ZIP)

Provide one: Home Phone Work Phone Cell Phone ²

Email Address

Social Security Number/Tax ID Date Of Birth (mm/dd/yyyy)

United States Citizen³: ☐ Yes ☐ No

Form of Identification: ☐ Drivers License ☐ Passport
(Select One) ☐ Government-Issued Photo ID

ID#

State Expiration Date (mm/dd/yyyy)

Occupation

Employer

Annual Income*:

☐ Less Than \$50,000 ☐ \$50,001-\$100,000 ☐ \$100,001-\$250,000
☐ \$250,001-\$500,000 ☐ \$500,001-\$1,000,000 ☐ Greater Than \$1mil

Check One: ☐ Married ☐ Separated ☐ Unmarried

* You do not have to include information about income from alimony, child support, or separate maintenance payments, unless you want E*TRADE Bank to consider this income in connection with this application for credit.

Background Information

How long have you been a client of E*TRADE? ☐ <1 Year ☐ 1 to 4 years ☐ 5 to 9 years ☐ 10 years+

Please provide an estimate of your net worth:

☐ Less than \$100,000 ☐ \$100,001-\$250,000 ☐ \$250,001-\$500,000 ☐ \$500,001-\$1,000,000 ☐ \$1,000,001-\$5,000,000 ☐ Greater than \$5 mil

What is the value of all your accounts with E*TRADE? \$ _____

1. All loans are made by E*TRADE Bank.

2. E*TRADE Bank may contact you at any phone number you provide. When you give E*TRADE Bank your cell phone number, E*TRADE Bank has your consent to contact you at that number about your line of credit. It may include contact from companies working on E*TRADE Bank's behalf to service your line of credit. Message and data rates may apply. You may contact E*TRADE Bank at any time to change these preferences.

3. Each Applicant must be a United States citizen and reside in the United States.

3 LINE OF CREDIT REQUEST INFORMATION

Your line of credit may be used for personal or business purposes, but cannot and each Applicant, by its signature below acknowledges will not, be used to purchase or carry margin stock or to refinance existing debt that was used to purchase or carry margin stock (i.e. non-purpose). The term "margin stock" includes principally (1) stocks that are registered on a national securities exchange or any over-the-counter security designated for trading in the National Market System, (2) debt securities (bonds) that are convertible into margin stock, and (3) shares of most mutual funds. As a condition of credit approval, you will be required to sign a Form FR U-1 certifying that you will not use the line of credit proceeds for such purposes.

Initial Here: Applicant Co-Applicant

Requested line of credit amount (\$60,000 minimum) \$..... OR ☐ Maximum amount available based on Collateral Accounts

Are all or any funds going to pay off an existing non-purpose securities-based loan or lines of credit?

☐ Yes ☐ No If yes: Approximate payoff amount \$

Name of Lender: Loan Number:

Primary Purpose for the line of credit (select one):

- ☐ Personal Property (such as automobile, boat, jewelry) ☐ Tax Payments ☐ Real Estate ☐ General Household Purposes ☐ Business
☐ Other (*please specify*)

If you've chosen a business purpose above, please provide:

Name of business:

Type of business and/or service(s) provided:

Gross annual revenues of business: ☐ \$1,000,000 or less ☐ Greater than \$1,000,000

Address of principal place of business:

4 DECLARATIONS

Do any of the items below apply to you? (Please check)

☐ Yes ☐ No

If yes, please describe:

("You" refers to either Applicant or Co-Applicant)

1. Are there any outstanding judgments against you?
2. Have you declared bankruptcy in the past 7 years?
3. Have you directly or indirectly been obligated on any loan which has resulted in foreclosure or judgment?
4. Are you presently delinquent or in default on any federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?
5. Are you a party to a lawsuit?
6. Are you obligated to pay alimony, child support, or separate maintenance?
7. Are you an executive officer or member of the board of directors of E*TRADE Bank, its subsidiaries, or affiliates?
8. Are you a candidate for or a holder of a position as an official of a municipal securities issuer?

5 COLLATERAL INFORMATION

All accounts an Applicant wishes to pledge as collateral must be listed below. Only taxable, non-retirement accounts are eligible as Collateral Accounts.

Collateral Account Number(s)

.....
.....
.....
.....

Are there any regular monthly distributions from these accounts? ☐ Yes ☐ No If yes, what is the amount and payee? \$..... Amount Payee

6 INSTRUCTIONS TO RECEIVE LINE OF CREDIT DISBURSEMENTS

Designate the checking or savings account of the applicant(s) into which you want your line of credit disbursements to be deposited. Disbursements will be made by ACH. Please be sure to use the routing number your financial institution specifies for electronic payments or ACH transactions. You may change your designated deposit account at any time on the E*TRADE website. Any change to your designated deposit account for disbursements will take effect within two (2) business days.

Bank Name

Account Name

Routing ABA #

Account Number

7 RISK DISCLOSURE STATEMENT

I am aware of the terms and conditions and the risks involved in a line of credit, including, without limitation, the following:

- i. I can lose more funds than are held in the Collateral Account(s) and will be liable for any deficiency;
- ii. E*TRADE Bank can force the sale or other liquidations of any securities or other investment property in the Collateral Account(s);
- iii. Unless otherwise required by law, E*TRADE Bank can sell or otherwise liquidate any of the securities in the Collateral Account(s) without first contacting me;
- iv. I am not entitled to choose which securities in the Collateral Account(s) are liquidated or sold;
- v. Such sale or other liquidation may result in other adverse consequences, including without limitation, loss of future returns, dividends and appreciation and/or loss of receipt of par or similar guaranteed value due if such investment were held until maturity. I understand and agree that all sales or liquidations may be effected at times and in manners designed to address E*TRADE's credit concerns, as determined by E*TRADE Bank in its sole discretion, and may result in materially less proceeds than if such sales or liquidations had occurred at different times or by different methods;
- vi. Without precluding any other methods of sale or liquidation, E*TRADE Bank may sell or liquidate any securities or other investment property in the Collateral Account(s) in its sole discretion. Acceptance of any securities or other investment property in the Collateral Account(s) is not a representation that any market exists for such property or that such issuer or agent is obligated to purchase such investment property;
- vii. E*TRADE Bank reserves the right, in its sole discretion, to determine which securities or other investment property in the Collateral Account(s) receive collateral value for the line of credit and to change that determination at any time without notice to me;
- viii. E*TRADE Bank can increase its collateral maintenance requirement at any time and is not required to provide advance written notice to me;
- ix. I am not entitled to an extension of time to satisfy E*TRADE Bank's collateral maintenance requirement and E*TRADE Bank is not required to give me such an extension;
- x. There may be adverse tax consequences if securities or other investment property are sold or otherwise liquidated; and
- xi. I am only entitled to draw against my E*TRADE Line of Credit to the extent there is credit availability and provided that my Collateral Account(s) meet E*TRADE's collateral maintenance requirements at the time I make a draw request.

I understand that there may be risks and benefits in pledging certain types of investment assets to secure my line of credit. For example, deposit accounts, money funds, and similar investments ("cash equivalents") may produce less interest income or other yield than the interest rate I am paying on my line of credit, although such cash equivalents may provide less volatility and more liquidity to help alleviate collateral or margin call risks. I have considered the mix of investments in my Collateral Account(s).

Sign Here:

Applicant

Co-Applicant

8 APPLICANT ACKNOWLEDGMENT AND AGREEMENT

By signing below, I hereby apply for a line of credit and consent and agree to all of the terms and conditions contained in this Line of Credit Application ("Application"). This Application is provided to E*TRADE Bank by the Applicant(s) (individually and collectively, "I" or "me") for review of my creditworthiness for a line of credit from E*TRADE Bank, which is secured by the Collateral Account(s) designated herein and payable ON DEMAND, and E*TRADE Bank can rely on its contents. I hereby represent and warrant to E*TRADE Bank that this Application is complete and correct as of the date prepared and that I will promptly inform E*TRADE Bank of any material changes in the information provided. I authorize E*TRADE Bank to verify the information in my Application and I agree that E*TRADE Bank may contact third parties to verify any such information.

By signing below, I authorize E*TRADE Bank to obtain consumer reports and related information about me, including consumer report from credit reporting agencies. E*TRADE Bank may obtain and use these consumer reports to authenticate my identity, to make credit decisions, and from time to time in connection with the servicing, modification, refinancing, monitoring, collection or enforcement of the line of credit.

Notice of Financial and Legal Representation

If my Application is approved, E*TRADE Bank will require me to make certain representations as to my current financial and legal status as well as with respect to other matters.

I further acknowledge and confirm that:

1. I have read and understand this Application.
2. I understand that the line of credit is payable ON DEMAND and agree to promptly pay any obligations when due or, in any event, upon demand made by E*TRADE Bank under the Line of Credit and Security Agreement.
3. All information contained in or submitted in connection with this Application is true, accurate and complete as of the date I execute this Application and I agree to immediately notify E*TRADE Bank, in writing of any changes to such information.

8 APPLICANT ACKNOWLEDGMENT AND AGREEMENT - CONTINUED

If this Application is being signed by each Applicant with electronic signatures: I hereby agree that (i) my electronic signature is effective and I will not dispute the legally binding nature, validity or enforceability of this Application based on the fact that the terms were accepted by me with an electronic signature, and (ii) my electronically signed Application may be retained electronically by E*TRADE Bank as the original record thereof, and may be admitted into evidence in any proceeding concerning the Application. E*TRADE agrees to comply with all applicable federal and state electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act. E*TRADE Bank may, in its sole discretion, decline to accept, or request further verification of, any attempted electronic signature but shall be entitled to rely on such electronic signature without further verification.

E*TRADE Bank may contact you at any phone number you provide. When you give E*TRADE Bank your cell phone number, E*TRADE has your consent to contact you at that number about your line of credit. It may include contact from companies working on E*TRADE Bank's behalf to service your line of credit. Message and data rates may apply. You may contact E*TRADE Bank at any time to change these preferences.

By signing below, I acknowledge and confirm all of the foregoing.

Applicant

Date

Co-Applicant

Date

9 SUPPLEMENTAL INFORMATION CHECKLIST

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT.

WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO UTILIZE A THIRD PARTY INFORMATION PROVIDER FOR VERIFICATION PROCESS AND/OR ASK FOR A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

For all applicants:

- ☐ Copy of most recent account statement for all Collateral Accounts (hard copy or upload to the E*TRADE website)
- ☐ If paying off an existing securities based loan, attach a copy of the loan statement
- ☐ Copy of valid/current photo ID (Drivers License, Passport, or Government-issued Photo ID) (hard copy or upload to the E*TRADE website)

10 STATE DISCLOSURES

California Residents: Married applicants may apply for a separate account.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Wisconsin Residents: For married Wisconsin residents, by submitting your application you are confirming that this loan (if granted) is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under §776.59 of the Wisconsin Statutes or court order under §776.70 of the Wisconsin Statutes adversely affects the interests of a lender unless the lender, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the lender is incurred. If the loan for which you are applying is granted, you will notify the lender if you have a spouse who needs to receive notification that credit has been extended to you.