

IRA AGREEMENT FOR LIMITED MARGIN & OPTION CAPABILITIES

BRANCH-ACCOUNT NUMBER
REPRESENTATIVE I.D.
ACCOUNT NAME

This Agreement for Limited Margin And Option Privileges (“Limited Margin Agreement”) sets forth the terms and conditions under which your broker (“Introducing Broker”) engages Apex Clearing Corporation (“Apex”) to provide limited margin services and options trading to the undersigned customer (“Customer”) in its individual retirement account at Apex. If you are a direct customer of Apex, “Introducing Broker” may also be Apex, in which instance “Introducing Broker” and “Apex” shall be read as the same entity. This Limited Margin Agreement shall be in addition to, and read in conjunction with, the new account application, the IRA Agreement, and all other agreements (individually and collectively, the “Customer Agreement”) governing Customer’s individual retirement account(s) (“IRA”) at Apex. In the event of any inconsistency between this Limited Margin Agreement and the Customer Agreement, the Limited Margin Agreement shall control.

MARGIN

1. Customer acknowledges and agrees that assets outside of the IRA may not be used as collateral for an extension of credit or margin borrowing in the IRA. Customer shall not have debit balances in their IRA. Customer authorizes Apex, where reasonably necessary in Apex’s discretion, to liquidate or cover positions in the IRA or another IRA at Apex. Customer understands that deposits used to cover debits are bound by IRS limits for annual contributions, unless rolled over or transferred from another like registered IRA.
2. Customer agrees that, in their sole discretion, Apex or Introducing Broker may require a limited minimum equity or asset value in Customer’s IRA in order for it to be granted limited margin privileges. Customer understands it is solely responsible for ensuring that sufficient assets are maintained in the IRA to cover all possible obligations, including limited minimum equity. Apex may refuse or disable limited margin or options privileges in any IRA at any time, in its sole discretion and without notice to Customer or Introducing Broker. Customer understands that available cash for purchases in the IRA may be limited due to amounts needed to satisfy minimum equity requirements at Apex’s and/or Introducing Broker’s sole discretion. Customer shall be subject to all obligations and restrictions in the Customer Agreement and nothing in this Limited Margin Agreement shall be construed as in any way reducing or restricting such obligations and restrictions.
3. It shall be Customer’s, and not Apex’s or Introducing Broker’s, responsibility to ensure transactions do not result in excess obligations in the IRA. Customer understands and agrees that if Customer’s transactions do result in excess obligations in the IRA it may result in a taxable event and cause tax consequences to Customer. Customer holds harmless Apex and Introducing Broker from any tax consequences caused by excess obligations in the IRA and agrees Apex and Introducing Broker shall not be responsible for any excess obligations in the Customer’s IRA. Customer understands and agrees that if Customer fails to hold sufficient assets in the IRA to cover its obligations that it may result in a taxable distribution from the IRA and cause tax consequences to Customer. Customer holds harmless Apex and Introducing Broker from any such distributions caused by Customer’s failure to hold sufficient assets in the IRA and agrees Apex and Introducing Broker shall not be responsible for Customer’s failure to hold sufficient assets in the IRA.

4. Customer acknowledges and agrees that investing using limited margin in Customer's IRA entails extreme risk. Customer acknowledges that its decision to utilize limited margin and options privileges are solely Customer's decision and Apex has in no way solicited Customer to use limited margin in any way. Customer acknowledges and agrees Apex is in no way responsible for determining the suitability or appropriateness of limited margin or of any trades utilizing limited margin in the IRA. Customer acknowledges and agrees Apex is not a fiduciary and does not make recommendations of any securities, investments, investment or portfolio strategy, trades, or trade activity.

OPTIONS

5. Customer has requested Apex to allow Customer to trade options in the IRA. Apex may allow such transactions in Apex's sole discretion. "Options", as used herein, shall mean all types of options and option contracts, including puts, calls, equity, debt, index or otherwise. Customer shall not acting alone or in concert with others exceed the position/exercise limits set forth by any exchange or market or by any other regulatory authority having jurisdiction.
6. Customer is aware of the high degree of risk involved in options transactions and has given its Introducing Broker information to demonstrate that the IRA and the anticipated trading therein is not unsuitable for Customer in light of Customer's investment objectives, financial situation and needs, experience, and knowledge. Customer agrees to immediately advise its Introducing Broker of any changes in Customer's circumstances that may materially affect the suitability of executing options transactions in its IRA or that may affect any of the representations it has made to Introducing Broker. Customer acknowledges it has provided an opportunity to consult with its tax advisor concerning the advisability and suitability of holding options or conducting options strategies in the IRA and that Customer has not and will not rely on Apex or Introducing Broker for legal or tax advice in connection with the same. Customer will not hold Apex or Introducing Broker responsible for any penalties or adverse tax consequences the IRA or Customer may incur in connection with transacting in or holding options in the IRA.
7. Customer represents, warrants, and covenants that the IRA is not subject to the Employee Retirement Income Security Act of 1974, as it may be amended, and it will not engage in any prohibited transactions in the IRA.
8. Customer hereby authorizes Apex in its discretion, should Apex deem it necessary for Apex's protection for any reason, including death of the undersigned, to buy, sell, or sell short for Customer's IRA any risk, puts, calls or other forms of option and/or to buy, sell or sell short any part or all of Customer's shares represented by options positions by Apex for the IRA. Any and all expenses incurred by Apex in connection with such transactions shall be reimbursed by Customer to Apex. Customer understands and acknowledges that when transactions on Customer's behalf are to be executed and the options are traded in more than one marketplace Apex may use its discretion in selecting the market in which to enter the order unless Customer instructs otherwise. The decision to enter into options transactions was made entirely by the undersigned without any investment advice from Apex or the Introducing Broker.
9. Customer is aware of Apex's requirements and time limitations for accepting an exercise notice and expiration date and agrees that Apex may not receive actual notice of exercise until the week following

exercise. Customer bears full responsibility for taking action to exercise, cover, or sell valuable options; however, in the absence of notifying its Introducing Broker to exercise an options contract by 3 p.m. Central Standard Time, or other such time as determined by Apex and/or the U.S. options exchanges on the last business day prior to the expiration date of the options contract, and the Introducing Broker in turn instructing Apex to sell options on Customer's behalf within such time, Apex may exercise the options contract on Customer's behalf. In the event of such exercise, the profit in excess of commission costs created thereby will be credited to Customer's account. In the event that the commissions to be charged for such an expiration transaction exceeds the proceeds to be realized, Customer agrees and hereby relinquishes its ownership in said option to Apex, and Apex may exercise such option for its own account. If Customer does not instruct its Introducing Broker to exercise the valuable option by the time stated above, and Apex for whatever reason, does not exercise such option on, Customer hereby waives any and all claims for damage or loss which it might at the time or any time thereafter have against allocation for all option(s) assignments received from the Option Clearing Corporation.

10. Exercise assignment notices for options contracts are allocated among all of Apex's customers' short positions within that series. This is accomplished by a manual procedure, which randomly selects from among all customer short positions, including positions established on the day of assignment, those contracts which are subject to exercise. All American short option positions are liable for assignment at any time. The undersigned understands that a more detailed description of this procedure is available upon request by the undersigned.
11. Customer understands it is solely responsible for ensuring that sufficient assets are maintained in the IRA to cover all potential obligations arising from the holding of options and conducting any options strategies, including any potential assignment and exercise. Customer acknowledges its responsibility to not conduct options transactions that can result in liabilities or obligations in excess of the undersigned's IRA account balance. Apex shall not be responsible for the dishonor of any transaction due to an insufficient balance in the undersigned IRA. If an assignment creates a short position or debit balance, Apex is authorized to immediately cover deficit in the undersigned's IRA with other assets in the undersigned IRA account.
12. Customer understands that under Section 408(e)(4) of the Internal Revenue Code of 1986, as amended, if Customer pledges any portion of the IRA as collateral for a loan, the amount so pledged will be treated as a distribution, and may be included in the undersigned's gross income for the taxable year and may be subject to excise taxes.

MISCELLANEOUS

13. All transactions shall be subject to the constitution, rules, regulations, customers, and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement. Customer agrees and authorizes Apex to act upon any instruction from the Introducing Broker relating to the IRA, including limited margin capabilities.
14. Apex advises Customer to consult with a tax and legal advisor prior to opening the IRA and prior to requesting or utilizing limited margin in the IRA or any other account at Apex. Customer acknowledges having been advised by Apex and having had the opportunity to undertake such consultation with tax and legal advisors. Apex shall have no responsibility regarding the suitability or propriety of Customer opening an IRA or utilizing limited margin.

15. Customer represents and warrants to Apex and Introducing Broker that (i) that Apex has not provided any sort of investment advice or recommendations pertaining to the IRA or use of limited margin; (ii) that Customer has determined limited margin is suitable for Customer and for the IRA; (ii) that Customer will not conduct any transaction that would create a debit balance or result in an extension of credit to Customer by Apex.
16. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement shall inure to the benefit of Apex's successors and assigns, shall be binding on Customer, its heirs, executors, administrators and assigns and the Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may open or reopen with Apex and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by Apex's authorized representative. This Agreement and all provisions shall inure to the benefit of Apex and its successors, whether by merger, consolidation or otherwise, its assigns, the Introducing Broker, and all other persons specified in Paragraph 8. Apex shall not be liable for losses caused directly or indirectly by any events beyond its reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. Apex may transfer the accounts of the Customer to its successors and assigns. This Agreement shall be binding upon the Customer and the heirs, executors, administrators, successors and assigns of the Customer. Failure to insist on strict compliance with this Agreement is not considered a waiver of Apex's rights under this Agreement. At Apex's discretion, it may terminate this Agreement at any time on notice to the Customer and the Customer will continue to be responsible for any obligation incurred by the Customer prior to termination. The Customer may not assign the Customer's rights or delegate the Customer's obligations under this Agreement, in whole or in part, without Apex's prior consent.
17. Customer acknowledges and agrees it understands and agrees to be bound by the terms of this Agreement and of the Customer Agreement.
18. Customer shall indemnify and hold Apex harmless for any and all acclaims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorney's fees, arising from or in connection with this Limited Margin Agreement in accordance with the Customer Agreement.
19. This Limited Margin Agreement shall be subject to the Arbitration provisions specified in the Customer Agreement and Customer acknowledges the Customer Agreement shall control in such respect.
20. Customer authorizes Apex, in Apex's discretion, should Apex for any reason deem it necessary for Apex's or the Introducing Broker's protection, to request and obtain a consumer credit report for Customer.

CUSTOMER SIGNATURE:	DATE:
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OFFICE USE ONLY	INTRODUCING BROKER'S APPROVAL	
CHARACTERISTICS AND RISK OF STANDARD OPTIONS DISCLOSURE DELIVERY DATE: _____	_____ Registered Representative Name & Signature	_____ Date
	_____ Registered Options Principal Name & Signature	_____ Date