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Suite 1300
Dallas, TX 75201
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CUSTOMER INFORMATION BROCHURE

This brochure has been prepared to explain some of the basic procedures for customers of an introducing brokerage firm using the facilities of Apex Clearing Corporation to perform certain of its execution and clearing functions. In this brochure, "we" and "us" refer to Apex Clearing Corporation and "broker-dealer" or "your broker-dealer" refers to the introducing brokerage firm with whom you have an account.

You should discuss your investment goals thoroughly with your broker-dealer. The more they know about your circumstances and financial aims, the better prepared they are to help you. Should you have any questions concerning any aspect of this brochure, your account or securities in general, contact your broker-dealer immediately.

RELATIONSHIP WITH YOUR BROKER-DEALER: We are carrying your account as a clearing broker-dealer by arrangement with your broker-dealer as introducing broker-dealer. Your account executive is an employee or other representative of a brokerage firm using our facilities to perform certain execution and clearing functions. Your account executive is not our employee or agent, and neither he/she nor his/her firm may contractually bind us, or make any representations to you on our behalf. We are relying on your broker-dealer and his representatives and other agents to give us instructions concerning your account. Until receipt of written notice from you to the contrary, we will continue to accept such instructions from your broker-dealer (without any inquiry or investigation) for the purchase or sale of securities on margin or otherwise, or for any other matter concerning your account. We only act to clear trades introduced by your broker-dealer and to effect other back office clearing functions for your broker-dealer. We give no advice or recommendations to you or other customers of your broker-dealer. We will not review your account and have no responsibility for trades made in your account. We have no responsibility or liability for any acts or omissions of your broker-dealer or its representatives, employees or other agents.

NOTICE OF FULLY DISCLOSED CLEARING AGREEMENT: We have entered into a Fully Disclosed Clearing Agreement ("Clearing Agreement") with your broker-dealer that has the following terms as it relates to the allocation of responsibilities between your broker-dealer and us:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: The USA Patriot Act requires brokerage firms to maintain comprehensive anti-money laundering programs. We use automated systems and staff to monitor compliance with these rule**s.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, record, and verify information that identifies each person who opens an account. **What this means to 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 ask to see your driver's license or other identifying documents. Persons designated by the United States Office of Foreign Asset Control (OFAC) as Specially Designated Nationals, residents of restricted countries or employees of foreign governments or their agents may not open accounts at Apex.

OPENING, APPROVING AND MONITORING CUSTOMER ACCOUNTS: Before an account can be opened, you must furnish your broker-dealer with certain information including your name and address, social security number or tax identification number (see section on Backup Withholding), citizenship, age, occupation, bank reference or other brokerage reference, and a general idea of your financial situation. Your broker-dealer is responsible for obtaining and verifying all information necessary for your account to be opened. Your broker-dealer is responsible for obtaining all documents related to your accounts and for the timely transmission to us of all required documents. Your broker-dealer will be responsible for learning and documenting all of the facts relating to you and your investment objectives in order to ensure compliance with all applicable rules and regulations. Each of your accounts approved by your broker-dealer and opened with us will be subject to our acceptance. We reserve the right to withhold acceptance of or to reject, for any reason, any account or any transaction for any account and to terminate any account that we have previously accepted.

ACCOUNT RESPONSIBILITY FOR CERTAIN PURPOSES: Notwithstanding anything in the Clearing Agreement to the contrary, for purposes of the Securities Investment Protection Act of 1970 and the Financial Responsibility Rules of the United States Securities and Exchange Commission ("SEC"), your accounts are our responsibility. For other purposes, your accounts may be the responsibility of your broker-dealer, subject to applicable law and the terms of agreement between us and your broker-dealer.

EXTENSION OF CREDIT: At the time of opening of each margin account, your broker-dealer will furnish us with a properly executed **Apex Customer Margin and Short Account Agreement**. Until your broker-dealer has furnished us with this agreement, we may, in our sole discretion, rebook any transaction as a cash transaction, liquidate your account or take any other action we may deem necessary. Your broker-dealer is responsible for assuring that you make payment of all initial margin requirements and of all amounts necessary to meet subsequent maintenance calls in each of your accounts in order to ensure compliance with Federal Reserve Regulation T and our rules. Your broker-dealer may collect such payments on our behalf, or you may make them directly to us. Your broker-dealer is responsible for advising you of any changes in our margin requirements, and for your payment of any additional margin necessary to ensure compliance with any increased requirements.

MAINTENANCE OF BOOKS AND RECORDS: We are responsible for maintaining stock records and other records on a basis consistent with generally accepted practices in the securities industry and will maintain copies of such records in accordance with FINRA and SEC guidelines for record retention, in effect from time to time. Both your broker-dealer and we are responsible for preparing and filing the reports required by the government and regulatory agencies that have jurisdiction over each of us.

RECEIPT, DELIVERY, AND SAFEGUARDING OF FUNDS AND SECURITIES: Acting on behalf of your broker-dealer, we will receive and deliver all funds and securities in connection with transactions for your account. Your broker-dealer is responsible for advising you of your obligations to deliver funds or securities in connection with each such transaction and for your failure to fulfill such obligations. We are responsible for the safeguarding of all funds and securities delivered to and accepted by us, subject to our count and verification. However, we are not responsible for funds or securities delivered by you to your broker-dealer, its agents or employees until such funds or securities are physically delivered to us in good form and are accepted by us or deposited in bank accounts maintained in our name. Your broker-dealer is responsible for compliance with the Currency and Foreign Transactions Reporting Act (31 U.S.C. Section 5311, et seq) and the rules and regulations promulgated thereunder (31 C.F.R. Section 103.11, as amended, et seq).

Whenever we have been instructed to act as custodian of the securities in any of your accounts, or to hold such securities in safekeeping, we may

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hold the securities in your name or may cause such securities to be registered in our name or our nominee name or in the names of nominees of any depository we use. We will perform the services required in connection with acting as custodian for securities in your accounts, such as: (i) collection and payment of dividends; (ii) transmittal and handling (through your broker-dealer) of tenders or exchanges pursuant to tender offers and exchange offers; (iii) transmittal of all proxy materials and other shareholder communications; and, (iv) handling of exercises or expirations of rights and warrants or redemptions. Upon instruction from you or your broker-dealer, we will make such transfers of securities or accounts as may be requested. Your broker-dealer will be responsible for determining if any securities held in your accounts are restricted securities or control stock as defined by the rules of the SEC and that orders executed for such securities are in compliance with applicable laws, rules and regulations.

Notwithstanding anything in the Clearing Agreement to the contrary, we will not be responsible for the safeguarding of funds withdrawn by your broker-dealer or your broker-dealer's employees pursuant to any draft issuing authority that we may confer on your broker-dealer or your broker-dealer's employees.

CONFIRMATIONS AND STATEMENTS: We will prepare and send to you monthly or quarterly statements of account. Account value and totals are based only on priced securities. We may be unable to price all securities in your account. For municipal securities and some other securities, prices are approximate (not actual market bids), are provided only as a general guide and do not necessarily reflect actual market prices. For current prices, please contact your broker-dealer. Unless otherwise agreed, we will be responsible for preparing and transmitting confirmations, provided however, that your broker-dealer's right to prepare and transmit confirmations will be subject to our prior approval, and compliance by your broker-dealer with the provisions of The Financial Industry Regulatory Authority ("FINRA") Rules.

You will receive a written confirmation of every transaction as soon as possible after your order is executed. This confirmation contains information concerning your transaction, such as the quantity and name of the security, net cost or proceeds, commission, and any taxes and fees, and whether the trade is a principal or agency transaction. It is important that you familiarize yourself with the symbols on your confirmation. Should you have any questions concerning any of the symbols, do not hesitate to contact your broker-dealer. The confirmation contains the complete terms of the trade, and the terms are final unless a written objection is made within two days after receipt of the confirmation. The confirmation terms cannot be changed orally. Should the confirmation be delayed for any reason, you are still obligated to meet your commitment to pay or deliver the security by the settlement date of the transaction. You may elect to have your statements and confirmations delivered to you electronically. If you choose this option, you may revoke your consent to deliver documents electronically at any time.

While we make every effort to transmit reports of transactions accurately, errors do occasionally occur, especially during periods of heavy volume. If you find an error on your confirmation, you should notify your broker-dealer immediately so that corrective action can be taken. We cannot be held responsible for the price as reported to you if your order was executed at another price. Furthermore, we cannot be held responsible for reports of transactions, which have not, in fact, occurred. As soon as an error is discovered, we will correct information reported to you as expeditiously as possible.

It is important that you retain your confirmation for tax reporting purposes. Your sale confirmation should be retained along with the corresponding purchase confirmation, as evidence of the gain or loss on that particular transaction that you reported for tax purposes. Finally, your confirmation should be retained for all bearer securities in the event that they are needed as proof of ownership at some later date. In addition to your confirmations, you will periodically receive a statement, showing the securities and cash held for your account and any activity that has taken place since the preceding statement. Your statement also reflects any dividends or interest payments that we have credited on the securities in your account. If you have a margin account with us in which there is a debit balance, the interest charged to that account also appears on your statement. We are required by law to report dividends and interest credited to you to the Internal Revenue Service. Therefore, you should retain these statements for tax purposes. You will, of course, receive a Form 1099 from us confirming the income and sales proceeds reported to the Internal Revenue Service.

ACCEPTANCE OF ORDERS AND EXECUTION OF TRANSACTIONS: Orders received by your broker-dealer can be executed by your broker-dealer or forwarded to us for execution. The party executing the order will be responsible for errors in execution. Acceptance of your orders is the responsibility of your broker-dealer. If your broker-dealer furnishes us with erroneous or incomplete information concerning your order, your broker-dealer is responsible for any losses that might result. Your broker-dealer is responsible for the authenticity of all orders. We may refuse to accept any order if we in good faith determine that we should. During the term of the Clearing Agreement, we will clear transactions on a fully disclosed basis for any of your accounts that your broker-dealer introduces and that we accept as provided in the Clearing Agreement. We may refuse to clear any transaction if we in good faith determine that we should.

BACKUP WITHHOLDING: Your broker-dealer must generally withhold 24% of taxable interest, dividends and proceeds from the sale of securities if you fail to furnish us with the correct taxpayer identification number. This is referred to as backup withholding. For most individual taxpayers, the taxpayer's identification number is their social security number.

To prevent backup withholding on these payments, be sure that you have completed and returned to us a **New Account Application/Customer Account Agreement**, which includes the W-9 Form, to notify us of the correct taxpayer identification number and to properly certify that you are not subject to backup withholding under Section 3406(a)(1)(c) of the Internal Revenue Code of 1986, as amended (the Code). If you are not a US person and are exempt from this withholding, you must complete and return to us an appropriate W-8.

We are not responsible for the review and supervision of, nor the suitability of any investment you make. Your broker-dealer is responsible for ensuring that all transactions in and all activities relating to all of your accounts, including any discretionary accounts, will be in compliance with all applicable laws, rules and regulations of the United States, applicable states, governmental agencies, securities exchanges and FINRA, including any laws relating to your broker-dealer's fiduciary responsibilities to you, either under the Employee Retirement Income Security Act of 1974 or otherwise. To the extent, if any, that we accept sale orders for your account for execution, your broker-dealer will be responsible for informing us of the location of the securities that are the subject of the order.

CASH ACCOUNT: The most common type of account is a cash account that we call Type 1. In this type of account, there is no extension of credit made in connection with any purchase, you pay in full for any security that you purchase. Regulation T and certain SEC rules make it necessary to settle the purchase or sale of securities usually on the second business day after the transaction (the settlement date). When a security is purchased for your account, we must pay the selling broker-dealer on the settlement date, and when a security is sold for your account, we must deliver the security on the settlement date. You and your broker-dealer are responsible for compliance with Regulation T.

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When you buy a security, we must receive prompt payment by Automated Clearing House ("ACH") transfer, personal check or wire payable to Apex Clearing Corporation. Your broker-dealer is able to tell you the exact amount that is due shortly after the purchase. We will deliver confirmation of the transaction to you as soon as possible after your order is executed. Since purchases must be paid for within two business days, you should not await the arrival of the mailed confirmation before payment. In the event that payment for securities is not received promptly, Regulation T requires that your securities be liquidated. You will be responsible for any resulting deficiency or loss.

When you sell a security, it is essential that you deliver the security to us promptly because the proceeds of a sale cannot be paid to you until the settlement date, and then only if we have received your security in good deliverable form. We will, in turn, then be able to deliver a fully negotiable security to the purchaser's broker-dealer. If we do not receive the securities that you sold by the settlement date, your broker-dealer is required to purchase the securities in the open market within a reasonable amount of time. Again, you will be responsible for any resulting deficiency or loss.

The proceeds of a sale will either be retained in your account, or if you request, sales proceeds may be sent to you.

In the event that you are delivering certificates in connection with a sale or for safekeeping, your certificates are in good deliverable form if you either:

1. Sign your name on the back of the certificate exactly as it appears on the front (both parties must sign if registered jointly); or

2. Sign a stock power form, which may be obtained from your broker-dealer. Do not endorse the certificate itself when you use a stock power. The advantage of a stock power is that it may be mailed or delivered separately from the certificate, giving additional protection in the event the certificate is lost in transit.

Unless you give instructions to the contrary, we will hold your securities in your account in street name.

INTEREST ON CASH BALANCES: From time to time when changing investments through your broker-dealer, you may have a cash balance in your account. We may pay interest on free credit balances carried by your account. The rate that is paid on free credit balances is set by your broker-dealer. Current interest rates are available from your broker-dealer.

MARGIN ACCOUNT: One of the services we may provide to customers of your broker-dealer is to permit you to maintain a margin account and purchase securities on credit. A margin account involves an extension of credit in connection with the purchase of a security. Margin is the amount which you pay when you use our credit to purchase a security. At the time you open a margin account, you must furnish your broker-dealer with the information usually obtained for all other accounts as well as a signed **Customer Margin and Short Account Agreement,** which includes a consent to loan securities form that enables us to pledge or lend securities carried for your account.

Margin requirements are twofold. First, there is an initial margin requirement at the time of purchase; thereafter, there is a minimum margin equity that must be maintained in your account.

In most cases, the minimum amount due for initial purchases is established by the Federal Reserve Board in accordance with Regulation T. This requirement is expressed as a percentage of the purchase price and it may change from time to time. For example, if the margin requirement is 50%, you are only required to deposit half of the purchase amount due. The balance due on the purchase will be loaned to you by us, and your account will be debited this amount. You are required to pay interest on the debit balance as on any other loan. Not all securities are eligible for margin. You should confirm with your broker-dealer prior to any transaction that securities you intend to purchase may be used as collateral for a margin loan.

The securities, which you buy on margin, are held by us and are collateral for your debt. Although we retain your securities as collateral, you receive credit for all dividends or interest, and you may direct your broker-dealer to sell or vote your stock, as you wish, so long as your account is in good order. The settlement date for purchase and sale of most securities made in margin accounts is two business days following the transaction.

In addition to the initial margin requirements of the Federal Reserve Board, the SEC requires a customer opening a margin account to have a minimum initial equity of $2,000 in such margin account. For example, if your initial purchase of securities costs $2,400, you will have to deposit $2,000 rather than the $1,200 required by the Federal Reserve Board (assuming the Regulation T requirement is 50%).

The SEC also sets minimum margin maintenance requirements. If the equity in your account falls below the minimum margin requirement due to a decline in the market value of the securities in your account, it will be necessary for you to deposit additional marginable securities or make a cash payment to reduce your loan balance. For other types of securities, such as bonds, there may be a somewhat higher or lower maintenance requirement, depending on the security. In accordance with the terms of the **Customer Margin and Short Account Agreement,** our maintenance requirements may change at any time without notice. We may, at our discretion, also require a higher margin or maintenance if we deem it necessary for any reason, such as a case where there is a concentration in a particular security or type of security.

If your equity falls below our maintenance requirements as they may be changed from time to time, or such earlier time as we may determine, you may receive a notice of a margin call requiring you to deposit additional cash or collateral. If you fail to meet a margin call, we may liquidate securities positions in your account in order to satisfy the requirements of the call. Market conditions often make it impractical for us to send you notice of a margin call as the volatility of the market may require immediate action on our part. In such cases, failure to send such notice will not affect its validity. Furthermore, prior notices of a margin call should not be construed as a waiver of our right to take immediate action in your account to protect our interest at some future date, without giving notice of a margin call. The foregoing procedures are followed in substantially all cases; however, a decision as to whether to make a margin call and whether to sell the securities of a customer who does not respond promptly to a margin call may be made on an individual basis, taking into account the circumstances of the individual customer, market conditions, the size of the debit balance and other similar factors.

A short sale is a transaction in which you sell a security that you do not own. We borrow the security on your behalf for delivery to the purchaser. The credit that appears on your statement due to a short sale (including a sale against the box, which is a short sale with securities held long in your account) is offset by a debit of a like amount since we have to provide collateral for the borrowed security. In fact, it is not a true credit. The credit generated by any short sale does not reduce your debit balance for the purpose of computing interest until the short position is covered. It should always be remembered that your short credit may be reduced substantially or possibly lost altogether when you cover your short position by purchasing the security. There are special margin requirements on a short sale. SEC rules presently require maintenance margin on a short sale to be the greater of 30% of the market value of the security or $5.00 per share when it sells at $5.00 or higher, and a somewhat higher percentage for securities selling below that price.

If the security that you sold short appreciates in market price over the selling price, interest will be charged on the appreciation in value. If the security that you sold short depreciates in market price, interest on any debit balance in your account will be reduced in relation to the

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depreciation in value. The daily closing price is used to determine any appreciation or depreciation of the security sold short (this practice is known as marking-to-the-market).

It is important that you understand the nature of the debit balance in your account and how it is computed. A debit balance represents money which we have loaned to you. As previously noted, when you purchase securities on margin, you must pay the amount of money required by Regulation T and the balance of the purchase price is loaned to you by us. It is this loan portion which is called the debit balance and upon which interest is charged. Each additional purchase made on margin increases your debit balance, as do other charges which are assessed against your account (including interest charges).

Every security in each of your accounts is collateral for any debit balance in any of your accounts carried by us. All securities which we may at any time be carrying for you or which may be in our possession are subject to a general lien for the discharge of your indebtedness and other obligations to us, without regard to our having made advances in connection with such securities and without regard to the number of accounts you have with us. This lien is equal to the amount of money or other obligations that you owe us. In enforcing this lien, we may, at our discretion, select the securities to be sold in your accounts to reduce or entirely liquidate any debit balance in your accounts.

INTEREST CHARGES IN MARGIN ACCOUNTS: The annual rate of interest which we charge on your average net debit balance is determined by your broker-dealer. Contact your broker-dealer directly with questions regarding the interest rate your account is subject to.
HOW INTEREST IS CALCULATED: Interest on margin accounts is computed on a daily average basis on the net debit balances. Each day's debit balance is accumulated into a monthly total. The total debit balance in the period is then averaged to determine the debit balance on which interest is charged. An offsetting credit balance in a cash account serves to reduce this total. The normal interest period ends on the 15th day of the month and the last day of the year. Interest is computed by multiplying the average daily debit balance by the average interest rate (1/360 of the annual interest rate) times the number of days in the interest period.

If during any interest period there is a change in interest rates applicable to your account, interest charges at the different rates will not be averaged to determine the rate of interest to be charged on the debit balance.

A statement of your account prepared by us showing money and security positions will be sent to you at least quarterly, unless there was activity during the quarter. In such case, a statement will also be sent you for the month during which the activity occurred. The statement discloses the daily ending balance on any date there is an entry in your account, the rate of interest charged, and the amount of interest charged for the period.

OPTION ACCOUNTS: When you open an option account you will be required to sign an **Option Agreement** in which you acknowledge your understanding of the risks involved in dealing in options. You will be required to furnish financial information and a statement of your investment objectives. If your financial situation or your investment objectives change, you should notify your broker-dealer immediately. Notice to your broker-dealer, however, will not bind us, and we may continue to accept orders for your account unless and until you notify us to no longer accept instructions from your broker-dealer.

Before purchasing or selling (writing) an option, you should be aware of the risks involved. You should familiarize yourself with the index or the business and financial condition of the issuer of the underlying security and decide whether the option transaction is appropriate in light of your financial situation, investment objectives and tax considerations. Both the purchase and sale (writing) of put and call options involve a high degree of risk and are not suitable for all investors. You should not purchase an option unless you are able to sustain a total loss of the premium (cost of the option) and the other costs of purchasing the option, and you should not sell (write) an option unless you either own the underlying security or are in a position to assume the substantial risks inherent in writing naked options.

When you purchase an option, you must pay the full premium, as an option purchase cannot be margined. There are, however, special margin requirements governing the sale of options, which you should familiarize yourself with before commencing an option writing program. We have very stringent rules regarding short options. Complete details on these rules and the margin requirements for options are available to you through your broker-dealer.

When you purchase an option, we must pay the selling broker-dealer on the day after the transaction; therefore, your payment is due on that date. Your broker-dealer is able to tell you the amount you owe on the day of the transaction.

Since option contracts are traded for a specified period of time and have no value upon expiration, you must advise your broker-dealer if you wish to close your position, or you may exercise the option prior to the expiration date. When you own an option that is about to expire in- the-money, we may, in our sole discretion and without notification to you, exercise the option and liquidate the underlying security. This is in no way to be construed as an obligation on our part to sell or exercise such options on your behalf.

Where the term option is used, this reflects all options including, but not limited to, index options and interest rate options.

ALLOCATION OF OPTION EXERCISE ASSIGNMENT NOTICES: When we receive an exercise notice from the Options Clearing Corporation, we assign the notice to a customer who is a writer of an identical option contract. Exercise assignment notices for option contracts are allocated among customer short positions pursuant to a manual procedure, which randomly selects from among all customer short option positions, including positions established on the day of assignment, those contracts which are subject to exercise. All short American option positions are liable for assignment at any time. A more detailed description of our random allocation procedure is available upon request. If, for example, an exercise notice is assigned to your account, you must deliver the underlying security to us in the case of a call, and you must deposit cash with us in the case of a put sufficient to properly margin the security within a stated period of time.

BULK SEGREGATION AND CALLABLE SECURITIES: Securities are maintained in our custody for your benefit under a method known as bulk segregation. Under this method, securities are not specifically assigned to each security account, but are held in bulk for all customer positions. You enjoy all rights and privileges of beneficial ownership under the bulk segregation system, and you may request possession of your securities at any time. It should also be noted that we are a member of various clearing facilities such as NSCC / DTCC, and portions of the securities held in safekeeping by us are on deposit in bulk segregation form with such depositories.

Certain bonds and stocks ("Callable Securities") under Apex's control are callable by the issuer for redemption on or after a certain date. According to the terms of the issue, the issuer may at times call only a portion of a certain issue. In the event of a partial early redemption of callable securities, we will choose the securities to be redeemed on a fair and impartial basis. Specifically, allocation will be made using a random selection method. Therefore, it is possible that a customer owning such an issue may have all, part or none of the customer's holdings redeemed. You have the right to withdraw fully paid securities from us at any time prior to a partial call and also to withdraw excess margin securities provided that your account is not subject to a restriction under federal regulations and provided such withdrawal will not cause your account to be under

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margined. For your reference, details of our allocation procedure has been posted to our website at http://www.apexclearing.com/ and may also be obtained in hard copy upon request.

SAFEGUARDING YOUR SECURITIES: If you leave your securities on deposit with us, they will be held in a vault or deposited with NSCC / DTCC or other approved bank or clearing agency. We maintain insurance coverage to protect your securities from any form of casualty loss.

SIPC COVERAGE: As a member of the Securities Investor Protection Corporation (SIPC), funds are available to meet customer claims up to a ceiling of $500,000, including a maximum of $250,000 for each cash claim. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org. Additionally, Apex has arranged for coverage above the SIPC limits; for more information please contact your broker-dealer directly. Additional insurance does not protect against a loss in the market value of securities.

BUSINESS CONTINUITY PLAN: As a fully disclosed and omnibus clearing firm, we have developed a Disaster Recovery ("D/R") Plan to reasonably ensure business continuity. In our capacity as a clearing firm, we provide a variety of services that require the provision of continual technological and operational support to your broker-dealer. In connection with accomplishing business continuity, we have established a remotely independent D/R site as a major component of our D/R Plan. This site has the resources in place to operate and maintain business critical processes in the event that our offices cannot be occupied due to, for example, a natural disaster or a terrorist attack, whether or not such event affects only us or is regional in scope. The D/R Plan contemplates restoration of certain critical processes within a twenty-four hour time span. Please note that the specifics of our D/R Plan are subject to modification. To obtain a copy of the most current D/R Plan visit our website link at: https://www.apexclearing.com/wp-content/uploads/2014/07/Apex-Clearing-Business-Continuity-Plan.pdf

COMMISSIONS AND OTHER FEES: Your broker-dealer will establish the commissions to be charged to you on securities transactions, as reflected on your confirmation. You should consult your broker-dealer for details of its commission charges. We reserve the right to charge interest: (1) on payments to you before the settlement date on securities sold; (2) on payments to you for securities sold where good delivery of securities has not been made; and (3) when payment has not been received from you on or before the settlement date of securities purchased. We also may charge an annual maintenance fee and other fees as agreed upon with your broker-dealer or as independently established by us. All of the above commissions and other fees are subject to change without notice.

AGENCY AND PRINCIPAL TRANSACTIONS: Many stocks and bonds are not traded on a securities exchange but, in what is known as the over-the- counter market ("OTC"). When you buy or sell a security in this market, we or your broker-dealer may act as an agent or as a principal. The confirmation you receive from us will designate whether we, or your broker-dealer acted as principal or agent. When we, or your broker-dealer acts as a principal, that firm is selling securities to you which it either owns or expects to buy shortly, or is buying securities from you for its own account. In these cases, only the net costs or proceeds are shown on your confirmation. When we, or your broker-dealer, acts in an agency capacity for you in purchasing or selling securities in the OTC market, such firm is dealing on your behalf with another broker-dealer. In this instance, a commission will be reflected on your confirmation.

PRIVACY POLICY: We are carrying your account as a clearing broker-dealer by arrangement with your broker-dealer as introducing broker-dealer. We understand that privacy is an important issue for customers of introducing brokerage firms. It is our policy to respect the privacy of all customer accounts that we maintain as clearing broker-dealer and to protect the security and confidentiality of non-public personal information relating to those customer accounts. Please note that this policy applies to former customers as well as current customers. For your reference, this policy has been posted to our website at www.apexclearing.com. For more information relating to our privacy policy, please contact Apex Clearing Corporation at 350 N. St. Paul, Suite 1300 Dallas, TX 75201 Attn: Compliance Department.

FINRA: FINRA has jurisdiction over virtually every U.S. registered brokerage firm and its employees. To request an informational brochure, inquire about your broker-dealer or file a complaint, visit their website at www.finra.org or call (301) 590-6500.

CONCLUSION: The discussion in this brochure is not exhaustive of all facts of your account. If you have any questions, we urge you to consult with your broker-dealer, as well as your accountant, lawyer and other advisers concerning your account and securities trading in general.