

## **Foris Capital US LLC Terms & Conditions**

As used in these Terms & Conditions, “Foris Capital” means Foris Capital US LLC and its in-application and web experiences.

These Terms and Conditions are in addition to any other agreements between you and Foris DAX, Inc. and its affiliates, including but not limited to the Crypto.com services provided by Foris DAX, Inc., including any customer or account agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by such Foris Capital affiliate(s).

### **General**

The Foris Capital website and mobile application (collectively, the “Service”) may include or make available certain content (the “Content”). Content includes, without limitation: (1) account positions, balances, transactions, confirmations, and order history; (2) general news and information, commentary, research reports, educational material and information and data concerning the financial markets, securities and other subjects; (3) market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations; (4) financial and investment interactive tools, such as alerts or calculators; (5) tax preparation, bill payment and account management tools; (6) company names, logos, product and service names, trade names, trademarks and services marks (collectively, “Marks”) owned by Foris Capital, and Marks owned by Third-Party Providers (defined below); and (7) any other information, content, services, or software. Certain Content is furnished by third-parties (each, a “Third-Party Provider” and collectively, the “Third-Party Providers”). Such Content (“Third-Party Content”) includes, without limitation, any information, content, service or software made available by or through social media websites, blogs, wikis, online conferences, telecasts, podcasts, and other forums (collectively, the “Forums”). Third-Party Content may be available through framed areas or through hyperlinks to the Third-Party Providers’ websites.

### **Acceptance of Terms and Conditions**

By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein. Customers of Foris Capital are granted additional levels of access to the website and their relationship with Foris Capital is governed by additional agreements and terms of use, such as the Customer Agreement that governs their account(s).

### **Disclaimer and Limitations of Liability**

**The Content and the Service are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, Foris Capital and the Third-Party Providers expressly disclaim all warranties of any kind with respect to the Content and the Service, whether express or implied, including, but not limited to, the implied warranties of**

merchantability, fitness for a particular purpose and non-infringement. Neither Foris Capital nor Third-Party Providers guarantee the accuracy, timeliness, completeness or usefulness of any Content. You agree to use the Content and the Service only at your own risk.

Neither Foris Capital nor the Third-Party Providers explicitly or implicitly endorse or approve any Third-Party Content. Third-Party Content is provided for informational purposes only.

The Content is not intended to provide financial, legal, tax or investment advice or recommendations, unless specifically identified as an individualized recommendation in writing. You are solely responsible for determining whether any self-directed investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

**FORIS CAPITAL AND THE THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FORIS CAPITAL OR ANY THIRD-PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.**

Foris Capital US LLC is a broker-dealer registered with the Securities Exchange Commission and a Member of FINRA and SIPC. Foris Capital is a separate entity from Crypto.com, Foris DAX, Inc., and other affiliated Foris companies. Foris Capital does not engage in the sale, transfer or custody of crypto currencies or digital assets. Crypto.com is a separate entity from Foris Capital and does not engage in the securities business. Customer balances and crypto holdings held and transacted at Crypto.com and other entities outside of Foris Capital are not covered by SIPC insurance and are separate from securities transactions and holdings at Foris Capital.

### **Self-Directed Accounts**

Foris Capital provides self-directed investors with discount brokerage services and, unless clearly identified in writing to you as an individualized recommendation, Foris Capital does not make recommendations or offer investment advice of any kind. As a self-directed investor, you are solely responsible for evaluating the merits and risks associated with the use of any Content

provided through the Service before making any decisions based on such Content. You agree not to hold Foris Capital or any Third-Party Provider liable for any possible claim for damages arising from any self-directed decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider websites. Past performance data should not be construed as indicative of future results.

### **U.S. Residents Only**

The Content and the Service are intended for United States residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

### **Content**

Content posted on the Service is published as of its stated date or, if no date is stated, the date of first posting. Neither Foris Capital nor the Third-Party Providers have undertaken any duty to update any such information.

Foris Capital does not prepare, edit, or endorse Third-Party Content. Foris Capital does not guarantee the accuracy, timeliness, completeness or usefulness of Third-Party Content, and is not responsible or liable for any content, advertising, products, or other materials on or available from third-party sites.

You will not hold Foris Capital and/or any Third-Party Provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Content; or (b) any loss or damage arising from or occasioned by i) any error or delay in the transmission of such Content; ii) interruption in any such Content due either to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) to any other cause beyond the reasonable control of Foris Capital and/or Third-Party Provider, or iv) non-performance.

Any price quotes may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and Third-Party Providers. Neither Foris Capital nor the Third-Party Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Foris Capital nor the Third-Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

Content is provided exclusively for personal and noncommercial access and use. No part of the Service or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Foris Capital’s express prior written consent.

You acknowledge that Foris Capital is the sole owner of Foris Capital Marks and that other Marks are the property of their respective owners. You agree that you will not use any Marks for any purpose without the prior express written consent of the respective owners.

### **Termination; Modification**

You agree that, without notice, Foris Capital may terminate these Terms and Conditions, or suspend your access to the Service or the Content, with or without cause at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Foris Capital if you, in Foris Capital's sole discretion, fail to comply with any provision of these Terms and Conditions. Foris Capital shall not be liable to you or any third-party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension. Foris Capital and/or the Third-Party Providers may discontinue or modify the Content, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Foris Capital, and the Third-Party Providers, for any loss or damages arising from or relating to such discontinuation or modification.

### **Communications**

By using the Service or the Content, you consent to any form of recording and retention of any communication, information and data exchanged between you and Foris Capital or its representatives or agents.

All communications made at or through the Forums are public. Reliance on any Third-Party Content available on or through the Forums is at your own risk. When discussing a particular company, stock or security in the Forums, you agree to reveal any ownership interest in such company, stock or security. Without limitation, you agree not to do any of the following:

- a. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, (i) a Foris Capital or Third-Party Provider manager, employee, agent, or representative or (ii) forum leader, guide or host;
- d. falsely state or otherwise misrepresent your affiliation with any person or entity;
- e. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- f. upload, post or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- g. upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- h. upload, post, or transmit unsolicited commercial email or “SPAM,” including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass email to recipients who haven't requested email from you or with a fake return address; (2) promoting a site with inappropriate links, titles, or descriptions; or (3) promoting any site by posting multiple submissions in forums that are identical;
- i. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;
- l. “stalk” or otherwise harass another;
- m. collect or store personal data about other users of the Service;
- n. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
- o. promote, offer for sale or sell any security or item, good or service that i) violates any applicable federal, state, or local law or regulation, ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or iii) Foris Capital or the Third-Party Providers determine, in their sole discretion, is inappropriate for sale;
- p. use the Forums as a forwarding service to another website; or
- q. access or otherwise use the Forums in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

### **External Links**

Foris Capital and/or the Third-Party Providers may provide links to other websites or resources. Because neither Foris Capital or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither Foris Capital nor the Third-Party Providers are responsible for the availability of such external sites or resources. Foris Capital and the Third-Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. You further acknowledge and agree that neither Foris Capital nor the Third-Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **Applicable Policies**

In addition to these Terms and Conditions, your access to and use of the Content and the Service is subject to Foris Capital's then-current policies relating to the Content and the Service, including, without limitation, the Foris Capital Privacy Policy available on the Service. You agree to be bound by these policies and all other Foris Capital policies applicable to the access and use of the Content and the Service.

By using the Service, you are consenting to have your personal data transferred to and processed by Foris Capital and its affiliates. As part of providing you the Service, Foris Capital may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

## **Indemnification**

You will indemnify and hold harmless Foris Capital and the Third-Party Providers, and the officers, directors, agents, partners, employees, licensors, distributors, and representatives of Foris Capital and the Third-Party Providers, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of, or interaction with the Content (including, without limitation, Third-Party Content), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

## **Revisions**

Foris Capital may at any time revise these Terms and Conditions by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review under the "Foris Capital Terms and Conditions" link that appears on the Foris Capital website and mobile application.

## **Dispute Resolution; Binding Arbitration; Class Waiver**

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Foris Capital and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.

### No Representative Actions; Class Waiver

You and Foris Capital agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and Foris Capital and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

### Arbitration of Disputes

Except for small claims disputes in which you or Foris Capital seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Foris Capital for your account, or disputes in which you or Foris Capital seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Foris Capital waive your rights to a jury trial and to have any dispute resolved in court. This agreement to arbitrate disputes includes, but is not limited to, any and all claims for relief and theories of liability between you and Foris Capital, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Foris Capital, and/or any interactions between you and Foris Capital. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

### Notice Requirement

For any dispute or claim that you have against Foris Capital or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Foris Capital and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Foris Dax, Inc. by email at [contact@foriscapital.com](mailto:contact@foriscapital.com) or by certified mail addressed to 110 N College Ave., Suite 500, Tyler, Texas 75702. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Foris Capital shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Foris Capital cannot reach an agreement to resolve the claim through the Notice process, or if you or Foris Capital decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA"), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to the sections below. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis

of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of \$30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

### Mass Arbitration

To the extent that multiple arbitrations are filed against Foris Capital and qualify as "Mass Arbitrations" pursuant to the AAA's Mass Arbitration Supplementary Rules, then such rules shall apply to the arbitration proceeding(s).

### Applicability of the Federal Arbitration Act and Delegation Provision

You and Foris Capital agree that these Terms affect interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. You and Foris Capital clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of these Terms, and which rules to apply in the arbitration pursuant to the provisions in this Section. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

### Confidentiality

The arbitrator, Foris Capital, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision. This section does not limit your ability to communicate with the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority or other regulators as appropriate.

### Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or Foris Capital need to invoke the authority of a court of competent jurisdiction to compel arbitration,



then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

#### Fees; Appellate and Enforcement Jurisdiction

You and Foris Capital agree that for any individual arbitration you initiate, you will pay the filing fee and Foris Capital will pay the remaining AAA fees and costs, unless otherwise stated. For any Mass Arbitration (see above), the parties' respective responsibilities for AAA fees and costs shall be determined pursuant to the AAA Mass Arbitration Supplementary Rules. You and Foris Capital agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

#### Governing Law in Arbitration Proceeding

The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

#### Right to Opt Out of Binding Arbitration

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 110 N College Ave., Suite 500, Tyler, Texas 75702. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt-out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Section.

#### Severability

If any portion of this Section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section is found to prohibit an individual claim seeking public injunctive relief,

that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section will be enforceable.

#### Application of Terms to Disputes

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Foris Capital App Services.

## Foris Capital US LLC User Account Agreement

When you create a username and password to access content and/or services on the Foris Capital US LLC (“**Foris Capital**”) Website or the Foris Capital mobile application(s) (each, an “**App**” and the App and the Website, together with any programs, tools, features, functionality, services, transactions, and content provided through or in connection with the Website and the Apps, the “**Platform**”), you are creating a unique user account (“**User Account**”) to access the Platform, and entering into a direct contractual relationship with Foris Capital, and its affiliates, including, but not limited to Foris DAX, Inc. and the Crypto.com services provided by Foris DAX Inc. “**Website**” means the Foris Capital website, and any others through which Foris Capital offers services.

By creating a User Account and accessing the Platform, you agree to follow and be bound by this Agreement. Your relationship with Foris Capital is governed by additional agreements and terms of use, including but not limited to the relevant Customer Agreement.

### User Account Security

In order to set up and access your User Account, you will be required to create or will be given security details, including a User Account username and password. You are solely responsible for monitoring and safeguarding your User Account and access to your User Account. You are solely responsible for keeping your User Account username, password, and other User Account details safe, and for the safety and security of any electronic devices through which you access your User Account (which may include your phone, tablet, computer, or any similar device) (a “**Device**”). This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your User Account username, password, and other User Account details safe and secret at all times. Any loss or compromise of your Device, your email account, your User Account username or password, or other security details, may result in unauthorized access to your User Account by third parties.

**You agree to notify Foris Capital immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your User Account, User Account username or password; (ii) any receipt by you of a security notification concerning your User Account that notifies you of an event or action that you do not recognize; or (iii) any other unauthorized use or access of your User Account. Each of the events described in (i)-(iii) of this clause will be a “Potential Fraudulent Event.”**

Upon request by Foris Capital, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide Foris Capital a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and Foris Capital in any investigation of any Potential Fraudulent Event, and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow Foris Capital access to your Device, and your network in connection with Foris Capital’s investigation of any Potential Fraudulent Event. You agree to indemnify and hold Foris Capital, its Affiliates, and their respective officers,

directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

## **Platform Content**

We may provide or make available to you certain content or information which may include news, articles, commentary, research, links to outside websites, and other information accessible through the Platform (such content or information, “**Content**”). Content may be prepared by third parties and independent external providers not affiliated with Foris Capital (“**Providers**”). If we provide or make Content available to you, this does not grant you any rights over or in that Content. You may not and agree that you will not reproduce, sell, market, distribute, or otherwise commercially use the Content in any matter. Foris Capital may terminate your access to the Content at any time.

Content is provided or made available to you on an “as is” and on an “as available” basis and should not be considered as any form of advice or recommendation for you or your User Account, or a recommendation by Foris Capital to buy or sell any securities or to engage in any investment strategy. Your use of any Content is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Content or the accuracy, completeness, timeliness, or otherwise of the Content.

Foris Capital does not produce or provide first-party research providing specific investment strategies such as buy, sell, or hold recommendations, first-party ratings, or price targets. To the extent any Content is prepared by Foris Capital or its associated persons and made available via that Platform or by other means, that Content is intended for informational and educational purposes only and does not constitute either research or a recommendation to enter into any securities transactions or to engage in any investment strategies.

Any views expressed in any third-party Content are not the views of Foris Capital. Foris Capital is not responsible for any third-party website or anything contained on or connected with any third-party website.

## **Restrictions on Use of Services**

You understand that Foris Capital may at any time, at its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or related services; (ii) restrict your ability to deposit or withdrawal funds, or trade securities in your User Account, or (iii) terminate your User Account. The closing of your User Account will not affect the rights or obligations of either party incurred prior to the date your User Account is closed.

## **Disclosure of Information**

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the Foris Capital Privacy Policy (available in the Disclosure Library), as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that Foris Capital may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law, regulation, government, or court order or subpoena; or (v) in accordance with your written permission or as otherwise permitted under the Foris Capital Privacy Policy.

### **Waiver; Limitation of Liability; Indemnification**

You agree that your use of the Platform or any other service provided by Foris Capital or its Affiliates is at your sole risk. The Foris Capital services (including the Platform, the provision of Market Data, Content, or any other information provided by Foris Capital, any of its Affiliates, or any third-party content provider or market data provider) are provided on an “as is,” “as available” basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, Foris Capital does not warrant that these channels will be available and error free every minute of the day. You agree that Foris Capital will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall Foris Capital be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including earthquakes and storms), labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT FORIS CAPITAL, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY “**FORIS CAPITAL**”) WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS’ FEES, OR OTHER FEES OR EXPENSES) BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, Foris Capital and any of its affiliates or respective partners, officers, directors, employees or agents (collectively, “**Indemnified Parties**”) shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your receipt and use of any Market Data, Content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to your use of the Platform; (iv) your or your agent’s misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following your or your agent’s directions or instructions, or failing to follow your or your agent’s unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with your Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you. Further, if you authorize or allow third parties to gain access to Foris Capital’s services, including your Account, you will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Foris Capital does not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including access provided through any other third-party systems or sites. The indemnity provided for in this section shall not be construed as limiting your ability to bring a claim against the Indemnified Parties or receive an award or judgment from Foris Capital that you would be entitled to bring or receive under any applicable laws.

You consent to the use of automated systems or service bureaus by Foris Capital and its respective affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively “**Automated Systems**”). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems (collectively, a “**System Failure**”) that could cause substantial damage, expense, or liability to you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of your Losses arising out of or relating to a System Failure.

You also agree that Indemnified Parties will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading losses and damages)) resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading.

## **Electronic Signatures; Modifications to the Agreement**

You agree to transact business with Foris Capital electronically. By submitting your information to create a User Account, you acknowledge and agree that clicking or tapping the “Sign Up,” “Continue,” “Submit” or similar, button to effect such submission is an electronic signature and is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Foris Capital’s services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that Foris Capital may modify this Agreement from time to time and you agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Foris Capital’s electronically stored copy of the Agreement.

## **Phone Calls**

You agree that, by providing information Foris Capital requests, opening or applying to open, or maintaining a User Account, or by downloading any App, Foris Capital and its third-party service providers may contact you either (i) via mail, phone, or email, or other details you have provided, or (ii) via any other form of electronic or other communications facility available via the Platform or a third party service provider such as “chat”, “voice”, or messaging functionality.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you consent to receive calls (including text messages) made to that phone number that may be prerecorded or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), investigating or preventing fraud, or collecting amounts owed to Foris Capital. We may share your number with third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing. Please note, even if you opt out, we may still make other calls as permitted by law.

## **Consent to Electronic Delivery of Documents**

### **1. Consent.**

**By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents.** “Account Documents” include notices, disclosures, current and future account statements, regulatory and shareholder communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding your Account, this Agreement (including amendments to this

Agreement), and the agreements and disclosures governing the services delivered or provided to you by Foris Capital, the issuers of the securities or other property in which you invest, and any other parties. You agree that you can access, view, download, save, and print any Account Documents you receive via electronic delivery for your records.

## **2. Electronic Delivery System**

You acknowledge that Foris Capital's primary methods of communication with you include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to your email address of record, and, to the extent required by law, (D) providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, Foris Capital reserves the right to post Account Documents on the Website without providing notice to you. Further, Foris Capital reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account Documents provided to you in any of the foregoing manners are considered delivered to you personally when sent or posted by Foris Capital, whether you receive it or not.

All email notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the email address that you have provided Foris Capital until you provide Foris Capital with a new one. You understand that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from Foris Capital or its Affiliates are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the Website regularly to avoid missing any information, including amendments or supplements to this Agreement, or time-sensitive or otherwise important communications. If you authorize someone else to access the email account you have provided Foris Capital, you agree to tell them to share the Account Documents with you promptly, and you accept the risk that they will see your sensitive information. You understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Foris Capital, its Affiliates, and Foris Capital and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Account Documents when they are delivered and notify Foris Capital in writing within five days of delivery if you object to the information provided (or other such time specified therein). If you fail to object in writing within such time, Foris Capital is entitled to treat such information as accurate and conclusive. You will contact Foris Capital to report any problems with accessing the Account Documents.



**3. Costs**

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. Foris Capital will not charge you additional online access fees for receiving electronic delivery of Account Documents.

**4. Archival**

Upon your request, you may obtain electronic copies of account statements and trade confirmations, subject to availability.

**5. Revocation of Consent**

Consent to electronic delivery of documents is required to establish and maintain an Account with Foris Capital. Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying Foris Capital in writing of your intention to do so. However, you understand that if you revoke or restrict your consent to electronic delivery of Account Documents, Foris Capital has the right to restrict and/or close your Account, and terminate your access to Foris Capital's services. Foris Capital may elect to deliver Account Documents by other means, including paper delivery via postal mail, which will not revoke or otherwise affect your consent. You understand that neither your revocation or restriction of consent nor Foris Capital's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

**6. Duration of Consent**

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or Foris Capital revokes it. You understand that it may take up to three Business Days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

**7. Hardware and Software Requirements**

You understand that in order to receive electronic deliveries, you must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Foris Capital may specify and to which you have access. You also understand that if you wish to download, print, or save any information you wish to retain, you must have access to a printer or other device in order to do so.

**8. Consent and Representations**

You hereby agree that you have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid email address and continue to have access to the Internet. If your email address changes, you agree to immediately notify Foris Capital of your new email address in writing.

## **Recording and Monitoring of Communications**

You understand and agree that Foris Capital may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Foris Capital does not consent to the recording of telephone conversations by any third party or by you. You acknowledge and understand that not all telephone or electronic communications are recorded by Foris Capital, and Foris Capital does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

## **Governing Law**

This Agreement and all transactions made in your User Account shall be governed by the laws of the State of Florida (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

## **Exchange Traded Products (ETFs and ETNs)**

Investors should consider the investment objectives, risks, and charges and expenses of any Exchange Traded Product (ETP), including any Exchange-Traded Fund (ETF) and any Exchange-Traded Notes (ETNs), carefully before investing. The prospectus and, if available, the summary prospectus contain this and other information about the ETP and should be read carefully before investing. Customers should visit the relevant ETP's details page to access a link to the prospectus.

ETPs that are designed to provide investment results that generally correspond to the performance of their respective underlying indices may not be able to exactly replicate the performance of the indices because of expenses and other factors. ETP shares are bought and sold at market price, which may be higher or lower than their NAV. ETPs are required to distribute portfolio gains to shareholders at year end. These gains may be generated by portfolio rebalancing or the need to meet diversification requirements. ETNs are subject to the credit risk of the underlying issuer. If the issuer defaults on the note, investors may lose some or all of their investment. ETP trading will also generate tax consequences.

Leveraged and inverse ETPs may involve greater risk and not be suitable for all investors, particularly for buy-and-hold investors. Volatility linked ETPs pose special risks tied to market volatility that can significantly impact the pricing of the product and your ability to trade them during times of extreme market volatility. These types of ETPs generally reset daily and are not designed to, and will not necessarily, track the underlying index or benchmark over a longer period of time. Investing in such ETPs may increase exposure to volatility through the use of leverage, short sales of securities, derivatives and other complex investment strategies.

Additional regulatory guidance on Exchange Traded Products can be found at the [SEC website](#) and at the FINRA website ([here](#) and [here](#)).

## **Foris Capital US LLC Use and Risk Disclosures**

**IT IS IMPORTANT THAT YOU READ AND FULLY UNDERSTAND THE FOLLOWING RISKS OF TRADING AND INVESTING IN YOUR SELF-DIRECTED FORIS CAPITAL LLC (“Foris Capital”) ACCOUNT.**

### **Use of Self-Directed Trading Accounts.**

All Customer Accounts are self-directed. Accordingly, unless Foris Capital clearly identifies a communication as an individualized recommendation, Customers are solely responsible for any and all orders placed in their Accounts and understand that all orders entered by them are based on their own investment decisions or the investment decisions of their duly authorized representative or agent. Consequently, any Customer of Foris Capital agrees that, unless otherwise agreed to in writing, neither Foris Capital nor any of its employees, agents, principals or representatives:

- provide investment advice in connection with a Customer Account;
- recommend any security, transaction or order;
- solicit orders;
- act as a market maker in any security;
- make discretionary trades; and
- produce or provide research. To the extent research materials or similar information is available through Foris Capital or the websites of any of its affiliates, these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

### **General Risks of Trading and Investing.**

All securities trading, whether in stocks, exchange-traded funds (“ETFs”), options, or other investment vehicles, is speculative in nature and involves substantial risk of loss. Foris Capital encourages its Customers to invest carefully and to use the information available at the websites of the SEC at [www.sec.gov](http://www.sec.gov) and FINRA at [www.FINRA.org](http://www.FINRA.org). Customers can review public companies’ filings at the SEC's EDGAR page. FINRA has published information on how to invest carefully at its website. Foris Capital may also make some of this information available on its website. Foris Capital believes it is very important that every Customer understands all of the risks of any form of trading or investing prior to trading or investing real dollars. Past performance is not necessarily indicative of future results. By investing their money in securities through Foris Capital, Customers are taking full responsibility for all trading actions, and should make every effort to understand the risks involved.

#### **1. You may lose money trading and investing.**

Trading and investing in securities is always risky. For that reason, Customers should trade or invest only with money they can afford to lose. Trading stocks, ETFs and stock options involves HIGH RISK, and YOU can LOSE a lot of money. Margin trading

involves interest charges and additional risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. Before using margin, customers must determine whether this type of trading strategy is right for them given their specific investment objectives, experience, risk tolerance, and financial situation.

**2. Past performance is not necessarily indicative of future results.**

All investments carry risk, and all trading decisions of an individual remain the responsibility of that individual. There is no guarantee that systems, indicators, or trading signals will result in profits or that they will not result in losses. All Customers are advised to fully understand all risks associated with any kind of trading or investing they choose to do.

**3. Foris Capital is an online brokerage website and affiliated with other nonbrokerage informational and other similar types of websites.**

Neither Foris Capital nor its affiliates provide investment advice. All Foris Capital brokerage accounts are self-directed, and unless Foris Capital clearly identifies a communication as an individualized recommendation, all investment decisions are self-directed, the sole responsibility of the Customer, and made at the Customer's own risk. Therefore, Customers need to depend on their own mastery of the details of trading and investing in order to handle problematic situations that may arise, including the consultation of their own advisors as they deem appropriate.

**4. Stop orders may reduce, but not eliminate, your trading risk.**

A stop market order is an order, placed with your broker, to buy or sell a particular stock at the market price if and when the price reaches a specified level. Stop orders are often used by traders in an effort to limit the amount they might lose. If and when the market reaches whatever price you specify, a stop order becomes an order to execute the desired trade at the best price immediately obtainable.

There can be no guarantee, however, that it will be possible under all market conditions to execute the order at the price specified. In an active, volatile market, the market price may be declining (or rising) so rapidly that there is no opportunity to liquidate your position at the stop price you have designated. Under these circumstances, the broker's only obligation is to execute your order at the best price that is available. Therefore, stop orders may reduce, but not eliminate, your trading risk.

**Risks of Investing in Stock and ETFs.**

Investments always entail some degree of risk. Be aware that:

- Some investments in stock cannot easily be sold or converted to cash. Check to see if there is any penalty or charge if you must sell an investment quickly.

- Investments in stock issued by a company with little or no operating history or published information involves greater risk than investing in a public company with an operating history and extensive public information.
- Stock investments are not federally insured against a loss in market value.
- Stock you own may be subject to tender offers, mergers, reorganizations, or third-party actions that can affect the value of your ownership interest. Pay careful attention to public announcements and information sent to you about such transactions. They involve complex investment decisions. Be sure you fully understand the terms of any offer to exchange or sell your shares before you act. In some cases, such as partial or two-tier tender offers, failure to act can have detrimental effects on your investment.
- There is a risk when buying shares of stock that the value of the stock can fall to zero. On the other hand, the risk of selling stock short can be substantial. "Short selling" means selling stock that the seller does not own, or any sale that is completed by the delivery of a security borrowed by the seller. Short selling is a legitimate trading strategy, but assumes that the seller will be able to buy the stock at a more favorable price than the price at which they sold short. If this is not the case, then the seller will be liable for the increase in price of the shorted stock, which could be substantial.
- Investors should consider the investment objectives and unique risk profile of an ETF carefully before investing. ETFs are subject to risks similar to those of other diversified portfolios. Leveraged and Inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives and other complex investment strategies. Although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. A prospectus contains this and other information about the ETF and should be read carefully before investing. Customers should obtain prospectuses from issuers and/or their third party agents who distribute and make prospectuses available for review. ETFs are required to distribute portfolio gains to shareholders at year end. These gains may be generated by portfolio rebalancing or the need to meet diversification requirements. ETF trading will also generate tax consequences.

## **Funds Availability**

### **Account Transfers**

- After an account transfer request is received, it typically takes 5-7 business days for the assets to be settled in your Foris Capital US LLC (“Foris Capital”) account.
  - Once your request is accepted, you will no longer have access to the positions being transferred from the outside brokerage account. You will be able to manage the assets within your Foris Capital account as soon as the transfer process is complete.

### **ACH Deposits**

- Up to 5 business days to clear for trading.
- ACH deposits must remain in your account for a minimum of 5 business days after settlement, prior to withdrawal, for clearance purposes. Other restrictions may apply.

### **Check Deposits**

- Not accepted by Foris Capital for non-Retirement accounts
- Direct Rollover checks made payable to Foris Capital FBO IRA owner and received via Direct Rollover PO Box only, are acceptable.
  - Up to 5 business days from date of deposit to clear for trading and/or withdrawal

### **Wire Deposits**

- Available immediately upon receipt of funds
  - Other restrictions may apply

### **Cut-Off Timelines**

- ACH Deposits 7:00 p.m. (EST)
- Debit Card Transfer Requests Available 24 hours a day
- Real-Time Transfer Requests Available 24 hours a day Times Subject to Change

## **Jurisdictions**

Foris Capital US LLC (Foris Capital) is currently authorized to do business in all 50 states, Washington D.C., the U.S. Virgin Islands, and the Commonwealth of Puerto Rico.

Foris Capital does not currently offer foreign investment accounts.

To apply for a Foris Capital account, you must:

1. be 18 years or older;
2. have a valid Social Security Number (not a Taxpayer Identification Number);
3. have a legal U.S. residential address; and
4. be a U.S. citizen or U.S. permanent resident or have a valid U.S. visa.\*

\* Option not available for citizens of Office of Foreign Assets Control (OFAC) countries, Financial Action Task Force (FATF) identified high-risk and non-cooperative jurisdictions, and other high-risk jurisdictions, designated at the sole discretion of Foris Capital. Citizens of these countries must provide copies of a valid U.S. passport or Permanent Resident Card.

Exceptions may be made for active duty U.S. military personnel stationed abroad.



## **Foris Capital Account Transfer Bonus Terms & Conditions**

### **Foris Capital Transfer Fee Offer**

For a limited time, you can transfer eligible securities from other brokerages into your Stocks account via the industry standard Automated Customer Account Transfer Service (ACATS).

For a limited time, receive \$100 for your first three transfers of \$2,000 or more to your FCUL account, for use toward fees charged by the other brokerage for itemized fees, such as ACAT transfer fees. This transfer offer is at the sole discretion of Foris Capital US LLC. Securities are only offered to U.S. Persons through FCUL.

A \$100 Transfer Fee will be applied when you transfer securities out of your Stocks account to another brokerage. Once your transfer request is approved, it will be processed within seven business days.

FCUL may revise the Transfer Fee Offer program rules at any time with or without notice. Additionally, FCUL may terminate the Transfer Fee Offer reward program with 10 days prior written notice

### **Market Orders, Limit Orders and Queued Orders – Market Volatility and Order Collaring**

To help combat dramatic price moves, we adjust market orders to limit orders collared up to 5% for buy orders, and 5% for sell orders. This means that your order won't execute if the price of the security moves more than 5% lower than its price at the time you placed a market sell order, or more than 5% higher than its price when you placed a market buy order. Market orders that don't execute after 5 minutes may be automatically canceled.

I understand that FCUL does not currently support sending traditional market buy orders and that FCUL collars all market buy orders and market sell orders (other than dollar-based buy orders executed during market hours) by using limit orders priced up to 5% above the last trade price. I further understand that when I send a market buy order through FCUL's trading system, the trading system generates a limit order up to 2% above the last trade price, and then FCUL sends the order to an executing broker. I understand that FCUL's implementation of market buy orders may vary depending on prices of instruments, market conditions, and other factors. I further understand that FCUL uses the following rounding mechanics with respect to buy orders: the last trade price is (i) multiplied by 1.05; (ii) rounded down to two decimal places if the last trade price is over \$1.00; otherwise, rounded down to four decimal places; and (iii) for securities included in the SEC's Tick Size Pilot Program, rounded down to the nearest \$.05 increment. I understand that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed, subject to the specific clarification above relating to buy orders. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price I specify, and are only good until the end of the trading day in which they are entered.

The FCUL Website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders. As a customer of FCUL, I understand that after the

market has closed for the day, I have the ability to place in a queue order requests to be executed the following day upon the opening of the market ("Queued Order"). I understand that My Queued Order request is prioritized based on the order in which it is received by FCUL, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. I further understand that each Queued Order request is sent out per customer and per security as FCUL market orders (described above), and that they are not aggregated. A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed; (B) I cancel the order; (C) approximately 90 days from when the order is placed; or (D) the contract to which it relates is closed. I understand that FCUL will cancel a "good till cancelled" order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the "good till cancelled" order remains valid. I further agree that any "good till cancelled" orders I place should be treated as "do not reduce" orders.

## **Market Data Agreement**

FCUL may choose to make certain market data available to User pursuant to the terms and conditions set forth in this Agreement and as set forth in the Apex Market Data Agreement.

By executing this Agreement, I agree to comply with those terms and conditions.

"Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information. "Nonprofessional" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Professional." A "Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodity Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Professional" if he or she performs the same functions as someone who would be considered a "Professional" in the United States.

B. Provisions Applicable to All Users. Proprietary Nature of Data. I understand and acknowledge that each Authorizing SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s). I agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner. Enforcement. I understand and acknowledge that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Me or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Data Not Guaranteed. I understand that neither FCUL nor any Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator"), or information processor that assists any Authorizing

SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to or by any Disseminating Party. I understand that neither FCUL nor any Disseminating Party guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither FCUL nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free. I further understand that Market Data by Xignite provides market data to FCUL customers.

NEITHER FCUL, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY FCUL, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF FCUL, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

Permitted Use. I shall not furnish Market Data to any other person or entity. If I receive Market Data other than as a Nonprofessional, I shall use Market Data only for My individual use. Dissemination, Discontinuance, or Modification. I understand and acknowledge that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom. Duration; Survival. This Agreement remains in effect for so long as I have the ability to receive Market Data as contemplated by this Agreement.

Miscellaneous. The laws of the State of Illinois shall govern this agreement, and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act.

C. Provisions Applicable to Nonprofessionals. Permitted Receipt. I understand that I may not receive Market Data from FCUL as a Nonprofessional, and FCUL may not provide Market Data to Me as a Nonprofessional, unless FCUL properly determines that I qualify as a Nonprofessional as denied above and I in fact qualify as a Nonprofessional. I agree that, as a prerequisite to FCUL qualifying Me as a Nonprofessional, I will provide to FCUL truthful and accurate information about Me, such as: my occupation, employer, employment position and functions; my use of Market Data; my registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind I may receive from any individual or entity for my trading activities, asset management, or investment advice. Except as otherwise declared to FCUL in writing, by executing this Agreement, I certify that I meet the definition of Nonprofessional as set forth in this Agreement.

Permitted Use. If I am a Nonprofessional, I agree to receive Market Data solely for my personal, non-business use. Notification. I shall notify FCUL promptly in writing of any change in my circumstances that may cause Me to cease to qualify as a Nonprofessional.

## Stock Lending Disclosure Statement and Agreement

Please read these important disclosures carefully before agreeing to lend to FCUL or Apex Clearing Corporation (“Apex”) any of your fully paid securities or excess margin securities (the “Loaned Securities”) as part of the FCUL Lending Program.

These disclosures are intended to be read in conjunction with the Apex master securities lending agreement (as amended, modified, or supplemented from time to time, the “Agreement”) between you and FCUL and Apex that governs any loans of Loaned Securities to Apex.

These disclosures describe important characteristics of, and risks associated with engaging in, securities lending transactions.

The provisions of the Securities Investor Protection Act of 1970 (“SIPA”) may not protect you with respect to Loaned Securities and, therefore, the collateral provided to you may constitute the only source of satisfaction of FCUL’s and Apex’s obligations in the event Apex fails to return the Loaned Securities.

**Consent to Borrow:** By entering into the Agreement with FCUL and Apex, you give Apex permission to borrow securities carried by Apex for your account without contacting you and without obtaining your prior approval of any given loan or the Loan Fee payable in respect of such Loaned Securities.

**Electronic Delivery:** Where Apex borrows securities carried for your account, you agree to notification through Electronic Delivery or Notification.

The Securities Investor Protection Corporation (“SIPC”) provides protection against custodial risk to clients of securities brokerage firms, like Apex, in the event such firms become insolvent. Balances maintained in the Securities Lending Program through your FCUL and Apex securities account and are not protected by SIPC or, if any, excess-SIPC coverage purchased by Apex. If you have questions about SIPC coverage and/or excess-SIPC coverage, please contact FCUL or Apex. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC insurance, by accessing the SIPC Website at [www.sipc.org](http://www.sipc.org).

**Loss of Voting Rights With Respect to Loaned Securities:** You may lose the right to vote, or to provide any consent or to take any similar action with respect to, Loaned Securities in the event that the record date or deadline for such vote, consent, or other action falls during the term of any loan. However, you retain a contractual right to the return of the Loaned Securities and, accordingly, continue to have market exposure with respect to the Loaned Securities.

**Distributions, Substitute Payments, Adverse Tax Consequences.** You will be entitled to receive all distributions (as that term is defined in the Agreement) made on or in respect of the Loaned Securities, such as cash or securities dividends, interest payments, securities received as a result of splits, spin-offs or similar distributions, and rights to purchase additional securities. In the event that the holder of a security borrowed from you is entitled to elect the type of distribution to be received from two or more alternatives, you shall be entitled to make such election by timely notification to Apex. However, you will receive substitute payments (e.g., a cash substitute payment) in lieu of receiving dividends or distributions directly from the issuer. Certain unique distributions may not be capable of being exactly replicated as a manufactured payment by Apex. Cash payments in lieu of dividends may not be afforded the same treatment as qualified dividends for tax purposes and are likely to be taxed at a higher tax rate instead of the preferential qualified dividend rate. Special tax considerations may apply to loans of master limited partnerships, publicly traded partnerships or other securities with pass-through tax characteristics. Apex

may be required to withhold tax on substitute payments and Loan Fees, unless an exception applies. You should consult a tax advisor regarding the tax implications of entering into the Agreement and lending securities to Apex, the receipt of substitute payments under U.S. state tax laws, the Internal Revenue Code, as well as any foreign tax regulations, as applicable, circumstances where a securities loan could be treated as a taxable disposition of the Loaned Securities, and treatment of Loan Fees and interest received on cash Collateral.

**Your Right to Sell the Loaned Securities:** You have the right to: 1. sell some or all of the Loaned Securities at any time, without limitation, prior to recalling the Loaned Securities and/or prior to the return of the Loaned Securities to your account; and 2. recall, terminate, or liquidate a loan at any time for any reason by recalling the Loaned Securities in accordance with the terms of the Agreement.

**Use of Borrowed Securities:** The securities that Apex may borrow from you may be used by Apex for any permitted purpose under Regulation T, including to complete delivery obligations, cover short sales, satisfy customer possession and control requirements, or on-lend to other securities-lending counterparties. Subject securities may be considered “hard to borrow.” You may elect not to permit securities that are the subject of a loan to be used in connection with a short sale of the subject securities. If you elect not to permit your securities to be used in connection with a short sale of the subject securities, Apex will terminate any then-outstanding Loan and un-enroll your account from the FCUL Stock Lending Program.

**Non-Exclusive Arrangement; Apex Sole Discretion:** Apex is not required to borrow your securities and may borrow from other parties, in its sole discretion, securities equivalent to securities available to be borrowed from you without paying you a fee.

**FCUL and Apex Compensation with respect to Loaned Securities:** FCUL and Apex will both receive compensation in connection with the use of your Loaned Securities, including in connection with lending your Loaned Securities to other parties for their use in connection with settling short sales or making deliveries, or for facilitating settlement of short sales or making deliveries by Apex, its affiliates and/or its customers.

**Your Compensation with respect to Loaned Securities:** Except where otherwise agreed between you and FCUL and Apex, you will be paid a portion of the stock loan fee received by Apex for relending your Loaned Securities. Unless otherwise noted, the portion payable to you is as agreed in the Agreement, which may be amended by FCUL and Apex at any time without prior notice to you. The amount of any such compensation paid to you is available electronically. You will not receive any portion of any other compensation FCUL or Apex may earn in connection with the re-lending of your securities, including without limitation any interest FCUL and Apex may earn on Collateral provided to you, any interest or distributions on collateral Apex may receive from counterparties to which it re-lends the Loaned Securities, or any commissions Apex may receive in connection with any executions of transactions for the account of parties that borrow securities from Apex. The key factors that influence the amount of compensation received by Apex for re-lending the Loaned Securities – and therefore the amount paid to you – is (i) the availability of the securities for lending in the marketplace relative to the demand to borrow such securities and (ii) then-current interest rates. You generally have an opportunity to earn more compensation when the Loaned Securities become limited in supply relative to demand (i.e., become “hard to borrow” securities) and you generally have an opportunity to earn more compensation when interest rates, particularly short-term rates, are high.

**Collateral for Loaned Securities:** Pursuant to the Agreement, in exchange for the Loaned Securities, Apex will deliver Collateral to you.

There is the risk that Apex will default in some way, for example by becoming insolvent, which could result in Apex failing to return borrowed securities to you. If Apex's default results from something other than an act of insolvency, Apex will have the right to cure that default.

FCUL and Apex will have the right to liquidate any securities loan in the event of your: (a) applying for or consenting to, or becoming the subject of an application for, the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of all or a substantial part of your property; (b) admitting in writing your inability, or becoming generally unable, to pay your debts as such debts become due; (c) making a general assignment for the benefit of your creditors; or (d) filing, or having filed against you, a petition under Title 11 of the United States Code, or having filed against you an application for a protective decree under Section 5 of SIPA, unless the right to liquidate such transaction is stayed, avoided, or otherwise limited by an order authorized under the provisions of SIPA or any statute administered by the SEC.

You can choose to opt out of the FCUL Stock Lending Program at any time by contacting FCUL.

*Last Updated: November 19, 2024*

## **CRYPTO.COM LEVEL UP PROGRAM RULES**

Crypto.com is administering the “Level Up” rewards program for crypto, securities, access to banking, and cards. You will earn rewards based on stock transfers to Foris Capital US LLC, as described below and at [Level Up](#).

Securities are being offered to U.S. persons through Foris Capital US LLC. Foris Capital US LLC is an SEC-registered broker dealer and member FINRA, SIPC. All stock deposit bonuses are provided by and subject to Foris Capital US LLC's sole discretion. All amounts shown at [Level Up](#) are representative.

Foris Capital US LLC may make changes to Level Up (including termination of the rewards program) or change the terms of this agreement at any time. For example, Foris Capital US LLC may:

- Add new terms or delete terms
- Change how you earn rewards
- Impose caps and/or fees on earning rewards

### **How Do You Earn Rewards or Bonuses?**

Customers who transfer stock to the Foris Capital US LLC platform will receive bonuses capped at a specific dollar amount. See [Level Up](#) for current bonus offerings.

### **Can the Level Up Rewards Program Be Changed or Ended?**

We may revise any of the Level Up program rules at any time with or without notice. In addition, we may terminate the Level Up reward program with 45 days prior written notice.

## **Low-Priced Securities Disclosure**

### **Low-Priced Securities (Penny and Sub Penny Stocks)**

The term "penny stock" generally refers to low-priced (below \$5), speculative securities of very small companies. While penny stocks generally are quoted over the counter, such as on the OTC Bulletin Board or in the Pink Sheets, they may also trade on securities exchanges, including foreign securities exchanges. In addition, penny stocks include the securities of certain private companies with no active trading market.

### **Risks**

Investing in low-priced securities is speculative and involves considerable risk. Low-priced securities often exhibit high price volatility and erratic market movements. Often, when investors buy or sell these securities, they significantly affect the quoted price. In some cases, the liquidation of a position in a low-priced security may not be possible within a reasonable period of time and is subject to additional fees.

It may be difficult to properly value an investment in a low priced security. Reliable information regarding issuers of low-priced securities, their prospects, or the risks associated with investing in such securities may not be available. Certain issuers of low-priced securities have no obligation to provide information to investors. Some issuers register securities with the Securities and Exchange Commission (SEC) and may provide regular reports to investors. Others, however, may not be required to maintain such registration or provide such reports. Securities may continue to be traded if issuers are delinquent in their reporting obligation to the SEC or other federal or state regulatory agencies.

Penny stocks have not been approved or disapproved by the Securities and Exchange Commission (SEC). The SEC has not passed upon the fairness, the merits, the accuracy or adequacy of the information contained in any prospectus or any other information provided by an issuer or a broker or a dealer of penny stocks.

Trading low-priced securities is subject to significant risks, increased regulatory requirements and oversight, and additional fees.



## **Market Volatility Overview**

### **What is a Volatile Market?**

A volatile market is often characterized by extreme price fluctuations and widespread uncertainty. We (Foris Capital US LLC) want to highlight things that may happen during extreme market volatility.

### **How Are Orders Handled During Market Volatility?**

#### 1. Order Routing

Foris Capital generally routes orders to market makers for execution. During periods of market volatility, those market makers may adjust their order handling procedures, which could impact your order. For example, the execution of your order may be delayed. In extreme circumstances, your order might not execute.

#### 2. Trading Halts

During market volatility, there is a greater risk that trading in a security may be halted. Trading halts are initiated by the specific stock exchange where the stock is listed or by the Securities and Exchange Commission.

#### 3. Delays

High volumes of trading at the market opening or intra-day may cause delays in execution and executions at prices significantly away from the market price quoted or displayed at the time the order was entered.

### **How Do Different Orders Work During Volatile Markets?**

Foris Capital supports different types of orders, which are described here. In volatile markets, limit orders and stop orders have risks that you should understand.

If you place a limit order, it will execute only at the specified limit price or better. This provides price protection in a moving market, but there is the possibility that the order will not be executed. Stop orders have specific risks in volatile markets:

- Stop prices are not guaranteed execution prices. A “stop order” becomes a “market order” when the “stop price” is reached and firms are required to execute a market order fully and promptly at the current market price. Therefore, the price at which a stop order ultimately is executed may be different from the “stop price” you input, particularly in a highly volatile market, where prices are rapidly fluctuating. This means that while you may receive a prompt execution of a stop order that becomes a market order, during volatile market conditions, the execution may be at a significantly different price from the stop price.

- Stop orders may be triggered by a short-lived, dramatic price change. During periods of volatile market conditions, the price of a stock can move significantly in a short period of time and trigger an execution of a stop order (and the stock may later resume trading at its prior price level). You should understand that if your stop order is triggered under these circumstances, you may sell at an undesirable price even though the price of the stock may stabilize during the same trading day.
- Sell stop orders may exacerbate price declines during times of extreme volatility. The activation of sell stop orders may add downward price pressure on a security. If triggered during a precipitous price decline, a sell stop order also is more likely to result in an execution well below the stop price.
- Placing a “limit price” on a stop order may help manage some of these risks. A stop order with a “limit price” (a “stop limit” order) becomes a “limit order” when the stock reaches the “stop price.” A “limit order” is an order to buy or sell a security for an amount no worse than a specific price (i.e., the “limit price”). By using a stop limit order instead of a regular stop order, a customer will receive additional certainty with respect to the price the customer receives for the stock. However, you should also note that because Foris Capital may not sell for a price that is lower (or buy for a price that is higher) than the limit price selected, there is the possibility that the order will not be executed at all. A stop limit order may be desirable if you wish to prioritize achieving a desired target price more than getting an immediate execution irrespective of Price.

## **Privacy Policy**

Foris Capital US LLC has developed the following privacy policy guidelines regarding the collection and use of personal or corporate information that you provide to us. We collect nonpublic personal information about you from the following sources: Information we receive on applications, subscription documents, or other forms and information about your transactions with our affiliates, others, or us. We do not disclose any non-public information about our current or former customers to anyone, except as permitted by law or in order to provide the current services. Our employees have limited access to your personal information based on their responsibilities to provide products or services to you. Be assured that we maintain physical, electronic and procedural safeguards in compliance with federal standards to protect your information.

## **FINRA Public Disclosure Program**

FINRA's BrokerCheck Help Line provides certain information about the disciplinary history of FINRA members and their associated persons in response to written, electronic, or telephonic inquiries via FINRA's (1) toll-free telephone listing (1-800-289-9999), or (2) website ([www.finra.org](http://www.finra.org)). Additionally, FINRA has prepared an investor brochure and other literature that includes information describing BrokerCheck.



# Customer Identification Program Notice

## Important Information You Need to Know about Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.

This notice answers some questions about your firm's Customer Identification Program.

### **What types of information will I need to provide?**

When you open an account, your firm is required to collect the following information:

- Name
- Date of birth
- Address
- Identification number:
  - U.S. citizen: taxpayer identification number (Social Security number or employer identification number)
  - Non-U.S. citizen: taxpayer identification number; passport number and country of issuance; alien identification card number; or government-issued identification showing nationality, residence and a photograph of you.

You may also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement.

U.S. Department of the Treasury, Securities and Exchange Commission, and FINRA rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance.

### **What happens if I don't provide the information requested or my identity can't be verified?**

Your firm may not be able to open an account or carry out transactions for you. If your firm has already opened an account for you, they may have to close it.

### **SIPC Disclosure**

Broker-dealer Foris Capital US LLC is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at [www.sipc.org](http://www.sipc.org).



**DISCLOSURE**  
**PAYMENT FOR ORDER FLOW AND ORDER ROUTING INFORMATION**

❖ SEC Rule 606 and 607

**SEC RULE 606**

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Pursuant to SEC Rule 606, Apex (“the Firm”) is required to make publicly available a quarterly report regarding its routing of non-directed orders. For the purpose of this Rule, the Firm has entered into an agreement with Quantum5 Market Surveillance (a Division of S3 Matching Technologies) to disclose all required information pertaining to this Rule. This information can be accessed at: <http://public.s3.com/rule606/apex/>.

SEC Rule 606(b) requires a broker-dealer to disclose to its customers, upon request, “the identity of the venue to which the customer’s orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders.”

**SEC RULE 607**

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Pursuant to SEC Rule 607, the Firm is required to disclose its payment for Order Flow practices. The Firm sends certain equity orders to exchanges, electronic communication networks, or broker-dealers during normal business hours and during extended trading sessions. Some of those market centers provide payments to the Firm, or charge access fees depending upon the characteristics of the order and any subsequent execution. In addition, the Firm may execute certain equity orders as principal. The details of these payments and fees are available upon written request. The Firm receives payments for directing listed options order flow to certain option exchanges. Compensation is generally in the form of a per-option contract cash payment. This disclosure only applies to orders directed to the Firm by your firm.