

Apex Select Application & Agreement

Important information about procedures for opening an investment account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial institutions to obtain, verify and record information that identifies each person who opens an account. **What this means for you: When you open an account, you will need to provide your name, address, date of birth and other information that will allow us to identify you.**

For Office Use Only:

| | | | | |
|------------------------|-------------|--------------|--|--------------|
| Bank No: | Sys: | Prin: | Agent: | Fund: |
| 4 3 5 | 5 4 3 6 | 2 5 0 0 | 0 5 0 0 | 0 0 1 |
| Account Number: | | | 922 Mailing: | |
| 1 4 4 - | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

1. Account Information

Registered Owner: Individual(s) Corporation/Incorporated Association Partnership Trust

Other _____
(such as Non-Profit Organization, Religious Organization, Sole Proprietorship, Investment Club, Non-Incorporated Association, etc.)

| | | | |
|---|-------|--------------------------------|---------------|
| Bank/Brokerage Firm | | Bank/Brokerage Account Number | |
| Account Name (as it will appear on your Checks/Card -Must match Brokerage Account Title and not exceed 21 characters) | | Taxpayer Identification Number | Date of Birth |
| Joint Account Name | | Taxpayer Identification Number | Date of Birth |
| Mailing Address Line 1 | | Mailing Address Line 2 | |
| City | State | Zip/Postal Code | |
| Primary Phone Number | | Secondary Phone Number | |

2. Visa Check Card Information

Visa Platinum Check Card. Please send (select one): One card Two cards Three card Four cards

The information provided below is necessary for your protection. It will be used occasionally to verify the identity of the card user. **Do not exceed 21 characters, including spaces, on the information provided in this section.**¹

| Card Holder | Print Name/Title (21 Character limit) ¹ | SSN | Mother's Maiden Name ² | Date of Birth | Signature | Date |
|-------------|--|-----|-----------------------------------|---------------|-----------|------|
| 1 | | | | | X | |
| 2 | | | | | X | |
| 3 | | | | | X | |
| 4 | | | | | X | |

¹The name that will appear on the VISA card cannot exceed 21 characters in total. Spaces and punctuation will be included in the character counts.
²Mothers Maiden Name/Security Code- must be a word 4 to 12 alpha characters in length.

3. Checkwriting Information Select and complete the appropriate section

Individual Accounts

The above applicant(s) hereby applies for the redemption check product. Please sign this form exactly as your name appears on the account registration. If a joint account, all signatures must be included and each signature guarantees the genuineness of the other's signature. The signature of each applicant appearing on this form must be guaranteed by an eligible guarantor institution which includes a commercial bank, a domestic savings and loan institution, a domestic credit union, a member bank of the Federal reserve system, a member firm of a national securities exchange, or Stamp participant, pursuant to the Administrative Agent's standards and procedures. Notarization is not acceptable. The signature of **any one (1) authorized signer, standing alone, is sufficient for the payment of any check drawn on the account of the conduct of all business on the account.**

| | | |
|-----------------------|-----------------------------|------|
| Signature Guaranteed* | Primary Applicant Signature | Date |
| Signature Guaranteed* | Joint Applicant Signature | Date |

*For joint tenants, please note that each signature must be guaranteed separately.

Corporations, Partnerships, Trusts or Other Institutional Investors

The following named persons are currently officers/trustees/general partners/other authorized signatories. The signature of **any one (1) authorized signer, standing alone, is sufficient for the payment of any check drawn on the account of the conduct of all business on the account.**

| Name | Title | Specimen Signature |
|------|-------|--------------------|
| | | X |
| | | X |
| | | X |
| | | X |

Check here if additional signatures are attached.

4. Corporations and Incorporated Associations

Each of the following signatures requires either a signature guarantee or corporate seal. If signature guaranteed, signatures must be guaranteed by an eligible guarantor institution, which includes a commercial bank, a domestic savings and loan institution, a domestic credit union, a member bank of the Federal reserve system, a member firm of a national securities exchange, or STAMP participant, pursuant to the Administrative Agent's standards and procedures. Notarization is not acceptable.

I, _____, Secretary of the Program Participant named herein, do hereby certify that at a meeting on _____, at which a quorum was present throughout, the Board of Directors of the corporation/ the officers of the association duly adopted a resolution, which is in full force and effect and in accordance with the Program Participant's charter and by-laws, which resolution did the following: (1) empowered the Authorized Person(s) named herein to effect securities transactions for the Program Participant on the terms described in the Apex Select Application & Agreement; (2) authorized the Secretary to certify, from time to time, the names and titles of the officers of the Program Participant and to notify the Administrative Agent when changes in office occur; and (3) authorized the Secretary to certify that such a resolution has been duly adopted and will remain in full force and effect until the Administrative Agent receives a duly executed amendment to the Application and Agreement.

Witness my hand on behalf of the Corporation/Association this _____ day of _____, 20____.

| | |
|---|-----------------------------|
| Signature Guaranteed (or Corporate Seal) | Signature of Secretary X |
|---|-----------------------------|

The undersigned officer (other than the Secretary) hereby certifies that the foregoing instrument has been signed by the Secretary of the Corporation/Association.

| | |
|----------------------|-----------------------------|
| Signature Guaranteed | Signature of Secretary X |
|----------------------|-----------------------------|

5. All Other Investors

Each of the following signature(s) must be guaranteed by an eligible guarantor institution, which includes a commercial bank, a domestic savings and loan institution, a domestic credit union, a member bank of the Federal Reserve System, a member firm of a national securities exchange, or STAMP participant, pursuant to the Administrative Agent's standards and procedures. Notarization is not acceptable.
 This is to certify that the signatories on this Application have the authorization to sign on behalf of this account.

| | |
|-----------------------------|--|
| Signature Guaranteed | Signature of Certifying Trustee/General Partner/Other X |
| Signature Guaranteed | Signature of Certifying Trustee/General Partner/Other X |

6. Taxpayer Identification Number Certification, Account Agreement and Signature Card (Required)

Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

AGREEMENTS

I (We) have read and understand the Apex Select Customer Agreement and am bound by its terms.
 By signing this form, I understand and consent to the collection, verification and retention of information (as set forth in this application) that identifies each person who opens an account. I certify that all information and disclosures made on this form are true and accurate.

| Authorized Signer | Authorized Signature | Title (if applicable) | Date |
|--------------------------|-----------------------------|------------------------------|-------------|
| 1 | X | | |
| 2 | X | | |
| 3 | X | | |
| 4 | X | | |

APEX SELECT CUSTOMER AGREEMENT

This APEX SELECT Customer Agreement includes the terms and conditions for the APEX SELECT program (“Program”) being offered in connection with your brokerage account (“Brokerage Account”) opened with your broker-dealer (“Broker”) and custodied at Apex Clearing Corporation (“Apex”).

The Program is offered by Apex as a service to its clients and customers. Apex’s authorized agent (“Agent”), which is currently UMB Bank, N.A. may provide certain services with respect to, among other things, checking and Visa® Check Card services. Apex reserves the right to change or eliminate any Agent without notice to you at any time. You are entering into this agreement with Apex, Broker, and Agent for all services hereunder. The Program may include the issuance to you of a Visa Check Card and/or checking services.

This APEX SELECT Customer Agreement is part of and incorporated into the Apex Select Application (“Application”) for the Program (together, the “Agreement”) and together, and incorporating your customer account agreement(s) with Apex and/or Broker, set forth the terms under which you participate in the Program.

Certain Additional Definitions.

The following terms shall be as defined in this section for purposes of this APEX SELECT Customer Agreement:

1. “ATM” means an automated teller machine;
2. “Broker” means the brokerage, bank or other financial services provider at which you maintain your Brokerage Account and through which you applied and have been accepted to participate in the Program;
3. “Bank” means any bank that may be involved with the payment of funds from your Brokerage Account under the Program, including the Agent.
4. “Banking Day” means every day of each week for purposes of imposing limits on the number and amount of cash withdrawals, cash advances, purchases you make or and Authorizations you receive.
5. “Business Day” means any day in which Apex and banks are open for business excluding federal holidays;
6. “Card” means a check card, issued either in your name or in the name of your designated user, for use with the Program;
7. “Check” means any draft or check that you use to access balances you hold in your Brokerage Account with the Apex;
8. “User” means any person you authorize to use any of your Cards or your Checks;

9. “you” and “your” mean the person(s) who applied for, and are accepted as participants in the Program, at Broker and Apex’ discretion.

Program Summary. You may receive a Card and may use Checks to access your Brokerage Account. There may be an annual fee or other charges for participation in the Program, please contact Broker for details on any such fee or charges. The amount of each transaction may be paid, but not necessarily in the order below, in the following manner: (i) by using the available cash in your Brokerage Account (which includes, for this purpose, any free credit balances held in your Brokerage Account, monies that may be withdrawn from any deposit accounts linked to your Brokerage Account, and monies that may be withdrawn from any other participating financial product); or (ii) by accessing your available margin, if applicable. Please consult your Broker for additional information.

1. Procedures. To participate in the Program, you must first enter into (i) the Agreement and (ii) any and all customer account agreement(s) with Apex and Broker, as each may require, and (iii) be approved by Broker and Apex. You authorize Apex, Broker, or their authorized agent (which may be Agent) to make the credit inquiries each may consider necessary to process your Application, and for any review of, or collection related to, your Brokerage Account or participating in the Program. You also authorize disclosure to Agent, Broker, and Apex of the results of these inquiries to process your Application. You consent to Apex and/or Broker disclosing information regarding your Brokerage Account to Agent, Apex, or Broker, each’s affiliates and to any bank as may be necessary in connection with processing Card and Check transactions. You may be furnished checks and, if applicable, Card(s) in the name(s) you supply. Apex, Agent, or Broker may furnish you periodic information concerning your Card and Check transactions and related matters.

2. Liability. You agree to pay and will be liable, to the extent permitted by applicable law, for the full amount of any and all Card and Check transactions made by you or an authorized User, and any related finance charges Apex or Broker imposes. You also shall pay the reasonable costs incurred by Agent, Broker, or Apex to collect any unpaid balance due as the result of the use of your Cards or Checks, including reasonable attorneys’ fees (unless prohibited by law). If you are two or more persons, each of you jointly and severally will be liable for all amounts owing and all of you will be responsible for complying with this Agreement, and be bound by instructions any of you gives to Agent, Broker, or Apex at any time.

3. Transactions

- (i) **Checks; cards and types of electronic funds transactions.** Your Card(s) and Check(s) may be used to (i) purchase or lease most goods and services wherever honored (such transactions are sometimes known as a “point of sale purchase”), (ii) to authorize others to place a hold on your Brokerage Account to assure future payment (“Authorizations”), and (iii) obtain cash withdrawals (or cash advances) from your available cash balance at an ATM or from banks and other financial institutions which honor the Card. You may be asked to sign a sales slip, or similar document, or to give your Card number or other identification. Each Check used must be in the form sent to you, imprinted with your identification number. Your Checks must be completed and signed in the same way as a regular personal check. The Bank on which your Checks are drawn may not offer you the ability to certify Checks using funds from your Brokerage Account. You may authorize a merchant or other payee to make a one-time electronic payment from your available cash balance by using information from your check to pay for purchases or to pay bills. Agent, Broker, and Apex reserve the right to limit the number of Checks you may draw through the Program. In addition to any rights under the law not to pay Checks in some circumstances, Agent, Broker, or Apex may refuse to authorize the Bank to pay a Check if it would cause you to exceed your available cash balance, if you do not keep all your promises under this Agreement or if otherwise deemed appropriate under the circumstances in each’s sole discretion. When you use an ATM, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Please note that any use of any Card or Check under the Program means that you agree to be legally bound by the terms of this APEX SELECT Customer Agreement. You will also receive and be bound by the Cardholder Agreement that you receive with the Card.

- (ii) **Stop Payments.** If you do not want the Bank to pay a Check you have written, you may request a stop payment order on the Check. You must notify Broker orally or by mail before the Bank has become responsible for paying the Check. You must notify Broker of a stop payment and not the Bank. The stop payment order, if effective, will remain in effect for six (6) months. Broker, Apex, and Agent have a reasonable period of time to put your stop payment order in effect. You will be notified in writing of any change to this address and/or phone number used for notification. Your stop payment order must include the following information: the account number, the check number, the date and amount of the check, and the name of the payee. Apex, Broker, and Agent assume no liability for failure to stop payment on a Check if any of the required information is incorrect or incomplete. There may be a service charge for every stop payment order received. If there is more than one Account owner, a stop payment order may be accepted and if effective if from any owner, even if that owner did not sign the Check. If your stop payment order on a Check is honored, you agree that you will hold Apex, Broker, Agent, and the Bank harmless for all expenses incurred on account of the stop payment order. You agree that if, contrary to the stop payment order, payment is nevertheless made, any liability that may be incurred by Apex, Broker, Agent or Bank, will be limited to the amount of actual loss sustained up to the amount of the Check, and none of them will be liable to you with respect to other items drawn by you which are returned because of the improper payment.
- (iii) **Stale Checks.** Once an unpaid check is 6 months old, the Bank may elect not to pay it or may also elect to pay it, in Bank's discretion. Normally, the Bank will make this decision without contacting you.
- (iv) **Postdated Checks.** You agree not to write postdated checks (a check that is dated in the future). Apex, Broker, Agent, and Bank shall not be liable for paying a postdated check prior to its maturity date unless you notify Broker in advance to stop payment in the same manner as set forth above with respect to Stop Payments and you comply with all terms therein.
- (v) **Account Fraud.** You agree to use care in safeguarding your unsigned Checks against theft or unauthorized use. You must tell Broker immediately if any of your Checks are missing or stolen. If you use a facsimile signature, stamp or other device for your signature, you are responsible for maintaining security over the device. Any signature made on a Check using the device may be considered effective as your signature, regardless of whether the person affixing it was authorized to do so. If you voluntarily provide information about your Brokerage Account or any other account, such as your account number or the Bank's routing and transit number, to any person in connection with your purchase of goods or services or to a person who is trying to collect a payment from you, any debit to your Brokerage Account initiated by that person will, as between you and Apex, Broker, Agent, or the Bank, be deemed to be authorized by you.

You must report any claim of forgery, alteration or other irregularity respect to Checks written on your account to your Broker as soon as possible, but in any case within thirty (30) days after your account statement is sent to you by Apex or Broker. Apex, your Broker and the Agent shall not be responsible for any claim you fail to report within that time period.

- (vi) **Confiscation of Cards.** Please note, your Card may be retained by any ATM, merchant or participating financial institution for various reasons, including but not limited to:
 - The PIN is entered incorrectly in three consecutive attempts (certain ATMs may limit you to fewer attempts);
 - You exceed the limits on dollar amounts and/or frequency of transactions
 - Your Card or Personal Identification Number (PIN) is reported lost or stolen
 - Your Brokerage Account has been closed
 - Your Card expired or was replaced
 - The terminal is not operating properly
 - There are other legitimate business reasons

Apex, Broker and Agent have no means to control confiscation of Cards by any ATM and shall not be liable to you in any way for confiscation of your Card.

- (vii) **Checks.** You hereby agree that a signature by any one (1) authorized signer on a Check shall be considered valid and binding despite any dual or multiple signature requirements that may be on file with your Broker to the contrary. You hereby authorize payment of any Check even if the Check does not comply with any legend or note on the face of such Check limiting the amount for which the Check is valid or limiting the time within which the Check must be paid or deposited. You hereby authorize payment of any Check notwithstanding any requirement that the Check bear an original manual signature or be signed only with a specific facsimile signature stamp or device or by specific machine. You agree to indemnify and hold harmless Apex, Broker and the Agent from paying any such Checks as agreed to or authorized by you in this Section.

4. Withdrawals. You authorize Apex, Agent, Broker and the Bank to make payments on your behalf as a result of your use of Cards or Checks, as applicable. In addition, the appropriate, authorized party may initiate a process to (i) redeem Fund shares, (ii) withdraw monies from one or more Deposit Accounts, or (iii) withdraw from any other participating financial product on a daily, or other, regular basis monies in an amount sufficient to pay for your outstanding Card and Check transactions received for (a) processing transactions (including costs for stop payments and bounced checks) and (b) the payment of the annual fee applicable to the Program. Apex, Broker, or Agent will ensure that the proceeds of each share redemption or withdrawal are credited against those transactions. Additionally, Card and Check transactions, including fees, may be paid by using any cash or margin available, if applicable, in your Brokerage Account.

5. Fees. Please consult your Broker for fee details. Fees are subject to change at any time. If you use any of the services governed by this APEX SELECT Customer Agreement after you have provided been with notice of such additional fees or change(s) to the fees, you will be bound by any changed term(s).

6. Transaction Limits.

- (i) **Limits Based on Your Account Value.** Your “Open-to-Buy Value,” which is also referred to as your “available cash balance,” is a dollar amount that will generally be equal to the sum of your “liquidity value,” less the amount of your outstanding Card and Check transactions received for processing, including pending Authorizations. Your “liquidity value” means that amount which Apex has determined is available to settle your Card and Check transactions based on (i) the amount of cash in your Brokerage Account, if any, (ii) the amount of money in the linked to your Brokerage Account, and (iii) margin loans, but only to the extent of the available margin collateral value of securities in your Brokerage Account as determined by Apex. Apex may determine that the available margin collateral value for purposes of determining liquidity value and paying Card or Check transactions is an amount less than that which could be used to purchase securities or otherwise be withdrawn from your Brokerage Account. Your Open-to-Buy Value will fluctuate from day to day, since it depends, in part, upon securities prices and the debit balance in your Brokerage Account, and your outstanding Card and Check transactions received for processing, including pending Authorizations. Please confer with Apex to determine the margin collateral value available to cover Card and Check transactions. You agree not to use, and agree not to permit any User to use, a Card or Check for a transaction in excess of your Open-to-Buy Value. A Card or Check transaction which would exceed your Open-to-Buy Value may be rejected. Apex or Broker may charge interest on any margin loans made to you, or on your behalf, to settle Card and Check transactions at the same rate it charges for other securities margin loans.
- (ii) **Limits on Dollar Amount of Transaction.** Your Brokerage Account or the ATM you use may have limits on the amount of cash that can be received at the machine. These limits may include transactional and daily limits. Unless Apex or Broker, with Apex’s consent, has authorized higher limits, there is a \$1,000.00 Program maximum withdrawal amount for cash withdrawals at ATMs per Banking Day. In addition, unless Apex or Broker, with Apex’s consent, has authorized a higher amount, there is a daily cash advance limit of \$2,500.00 per Banking Day (a “cash advance” is conducted by using a Card with a teller at a bank or similar institution). Unless Apex or

Broker, with Apex's consent, has authorized a higher amount, there is a \$10,000.00 Program transaction limit per Banking Day for purchases and Authorizations. There may be other limitations in other agreement(s) between you and Apex or Broker. In addition, if amounts available in your Brokerage Account (including your Open-to-Buy Value) are lower, then your limits will be lower than those set forth in this Section. Dollar limits on transactions outside the U.S. may be different.

- (iii) **Limits on Frequency of Transactions.** In addition to the dollar amount limits, Apex and Broker each reserves the right to impose a limit on the number of transactions that can be made on any Banking Day. For the purposes of maintaining security, the limits are not disclosed, except that you will likely be allowed to make at least five transactions on any Banking Day under normal conditions, subject to other limits set forth herein.

7. Joint Applications. If a joint application is filed or your Brokerage Account is a joint account, you agree that the Application to participate in the Program is made by each of you who have signed the form or your Brokerage Account customer agreement. If the Application is approved, you understand that its terms will apply to each of you and you will be jointly and individually liable for any amounts due from you at any time. You understand that you will be bound by instructions any of you give regarding your Cards and Checks.

8. Users. You agree to pay for transactions made by any User, or any other type of charge which may lawfully apply. If you desire to terminate a User, who was previously indicated as such by you to us, you must notify Broker of your intention in writing. If the User has a Card, you must return the Card with your written notice. If you do not return the User's Card in this situation, it may be necessary for new Cards to be issued to you and there may be a period during which you will be unable to use your Card privileges. Broker, Apex, or Agent shall be entitled to any documentation or further information it requests prior to terminating a User, including, but not limited, requiring that User sign such termination or proof the user has been removed from the Brokerage Account as well.

9. Card and Check Rights. Your Checks and, if applicable, Cards will be provided to you at such times as Apex, Agent, or Broker may determine. You will also be provided order forms on which to indicate when you need a new supply of Checks. All Cards remain the property of the issuing Bank and may be cancelled by Apex, Broker or the issuing Bank at any time, without prior notice to you. However, you will be provided notice of any cancellation. You agree to destroy or surrender any Cards and unused Checks immediately upon request from Apex or Broker or the Bank at any time. When you use your Card, the charge or reduction to your available cash balance occurs immediately and you have no right to stop payment on any Card transaction.

10. Pre-Authorized Electronic Fund Transfers. If you have arranged to have direct deposits made to your Brokerage Account at least once every 60 days from the same person or company, you can call your Broker to find out whether or not the deposit has been made. If you have arranged for regular payments to be made from your Brokerage Account that may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. Please consult with the person you are going to pay regarding any such notices. If you have told Broker in advance to make regular payments out of your Brokerage Account, you can stop any of these payments so long as you provide Broker timely advance notice.

Apex, your Broker and the Bank will not be liable to you due to a failed transfer of funds for any of the following:

- (i) If the transfer would exceed your available cash balance.
- (ii) If the ATM or other device you use for making the transfer does not have enough cash or was unable to process the transaction.

- (iii) If the Card, terminal, or system was not working properly and you knew about the breakdown when you started the transfer.
- (iv) If circumstances prevent the transfer, despite precautions that Apex, Broker, Agent, or Bank may have taken.
- (v) Your Brokerage Account was frozen or restricted (for example, because of a court order or other similar reason) and Apex, Broker, Agent, Bank or another party was therefore not permitted to make the transaction.
- (vi) You failed to enter correct personal identification number (PIN) within the maximum number of permitted attempts.
- (vii) You failed to use the ATM, other device, Card or computer system in accordance with instructions.
- (viii) The Bank, Agent, Apex or Broker refuses to process the transaction for security reasons.
- (ix) Apex, Broker, or Agent determines, in its sole discretion, that it should not process the transfer.

Agent, Apex and the Bank are not liable for any indirect or consequential damages. With respect to any Electronic Funds Transfers, Apex and Agent shall use reasonable efforts to follow Broker's instructions.

11. Unauthorized Use of Card or Check Information, and Lost or Stolen Cards. You may be liable for the unauthorized use of your Card. You may lose all the money in your Brokerage Account (plus the maximum amount available through any margin account that may be associated with your Brokerage Account plus monies that may be available for withdrawal from any deposit accounts linked to your Brokerage Account). If your Card or personal identification number (PIN) is lost or stolen, notify Agent immediately by calling 800-449-9176 or 816-843-2412 or writing to Card Services, P.O. Box 419734, Kansas City, Missouri 64141. But if you have an inquiry or dispute relating to any aspect of your Brokerage Account or the Program other than those relating to Card Transactions, your inquiry should be made to your Broker at the phone number or address shown on your Account statements. Call or write to your Broker (instead of the Agent) immediately if you believe a transfer has been made using the information from a Check without your permission. You will not be liable for unauthorized use of a Card that occurs after you notify the Agent, orally or in writing, of the loss, theft, or possible unauthorized use and the Agent has had a reasonable opportunity to take action regarding such unauthorized use. Also, if your statement shows electronic transfers that you did not make, you must inform the Agent immediately. If you do not notify your Broker within 30 days after your statement was mailed to you of an unauthorized Check having been paid from your Brokerage Account, or you do not notify the Agent of any unauthorized Card transaction within sixty (60) days after your statement was mailed to you, you may not get back any money you lost. You must have reported the loss or theft of your Card to the Agent in a reasonably prompt manner, and you must not have been grossly negligent or acted fraudulently in handling Card or Card account. If the Agent reasonably determines, based on reasonable evidence or information, that you were grossly negligent in the handling of your Card or Card account, such as by filing an excessively late claim, or acted fraudulently in the handling of your Card or Card account, you may be liable for those transactions that occurred prior to or even after your notification as provided under Federal or other applicable law and regulations and as outlined above in these disclosures.

If any Network Rules are changed as they affect your liability, those changes will become applicable to your Transactions under this Agreement and Broker, Apex, or Agent shall use reasonable efforts to provide notice of such changes to you.

12. Errors or Questions Regarding Electronic Funds Transfers.

In case you detect any errors or have any questions regarding your Card transactions, telephone the Agent at 800-449-9176 or 816-843-2412 or write the Agent Card Services, P.O. Box 419734, Kansas City, Missouri 64141, as soon as you can or if you need more information about a Card transaction listed on the statement or receipt. If you have an inquiry or dispute relating to any electronic fund transfer from your Brokerage Account other than those relating to Card Transactions, your inquiry

should be made to your Broker at the phone number or address shown on your Account statements. If you do not provide notice as required by this section within sixty (60) days of your statement being mailed to you, you waive any claims you may have against Broker, Apex, or Agent for any error, omission or otherwise unauthorized electronic fund transfer shown on your statement.

13. Statements. You will get a Brokerage Account statement in accordance with your Brokerage Account agreement with Apex. Your statements may include, as applicable, the location, transaction date, posting date, and merchant name (when available) of any expenses related to your Check or Card usage. Checks will not be returned to you in the normal course of business. A service charge may be imposed for providing you with a copy of a Check, if available.

14. Termination of Privileges and Prohibited Uses. Agent, Apex or, Broker may cancel your privileges under the Program immediately, at each's sole discretion, or if you breach this Agreement, or if there are any false or misleading statements on your Program application, if you (or any of you, if you are two or more persons) die or file for bankruptcy, or if it determines that such cancellation is in Apex's, Broker's, Agent's, Bank's or the Program's best interests. You may cancel your Program privileges at any time by writing to Broker. If your Program privileges are cancelled, you are still obligated to pay any unpaid Card and Check transactions and if you should use a Card or Check after your Program privileges are cancelled, you (including each of you jointly and severally, if you are two or more persons) will be liable for such transactions. The closing of all of your Brokerage Accounts shall automatically and immediately terminate your participation in the Program without notice.

You may not use the Checks or the Card to purchase securities, for Internet gambling, or for any illegal activities.

15. Addresses. Any notice or billing furnished to you will be sent to your latest address shown on your Account, which may include an email address if you have selected electronic delivery of documentation. Any written notice you want to give must be sent to your Broker or to such other address as you may be advised in writing.

16. Recording Conversations and Monitoring Electronic Communications. For the parties' mutual protection, you understand, agree, and expressly consent to the recording of your telephone conversations with Broker, Apex, Agent, by the respective party, and to each such party's monitoring of your electronic communications with them, including without limitation, e-mail and facsimile transmissions.

18. Applicable Law and Amendments. This APEX SELECT Customer Agreement is governed by the laws of the State of Texas. Use of your Visa Check Card may be governed by federal law and regulations, and by other state law as set forth in the Cardholder Agreement provided by the Agent. Apex may change or amend any terms of this Agreement at any time without written notice of the change, except where notice is required by applicable law or regulation.

19. ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- (i) **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**

- (ii) **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- (iii) **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- (iv) **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- (v) **THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- (vi) **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- (vii) **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

THIS ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND APEX, AGENT, OR BROKER, OR THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF APEX'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

19. Confidentiality/Disclosure of Account information to Third Parties. You agree Apex, Broker, or Agent may disclose certain information to third parties as it pertains to you, your Brokerage Account, or transfers made by you under the following circumstances, where permitted by law and regulation:

- (i) Where convenient for completing transfers.
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- (iii) In order to comply with government agency or court orders, or
- (iv) Pursuant to your written permission or as otherwise authorized under the Agreement.

Broker, Apex, or Agent may also make additional disclosures regarding your account to the extent permitted by applicable law, including as specified in Apex's Privacy Notice. Apex maintains physical, electronic, and procedural safeguards, which are intended to comply with applicable laws and industry standards, and Apex believes are reasonably designed to protect your nonpublic personal information and prevent the misuse of such information.

20. Acceptance. Any Card and/or Check usage indicates your consent to the terms and conditions contained in this Agreement, including the Arbitration Agreement and Waiver of Jury Trial. Your use of your Card means that you are also subject to the terms of the Cardholder Agreement that you receive with the Card.

21. No Waiver. Apex, Broker, and Agent can each delay enforcing any rights held under the Agreement and other documents you have received in connection with the Program and your Brokerage Account without waiving or losing such rights. All powers, rights, and remedies pursuant to this APEX SELECT Customer Agreement or any other agreement between Apex and Customer or Broker and Customer are in addition to and not exclusive of any other powers, rights, and remedies that may be available under any account document or agreement or at law or inequity. Any delay or failure to exercise any right, power, remedy, or privilege contained in this Agreement or any other account document or agreement, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy, or privilege, nor to limit the exercise of such right, power, remedy, or privilege, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy, or privilege.

22. Foreign Transactions. A "Foreign Card Transaction" is a Card transaction that occurs outside of the United States. Foreign Card Transactions, if permitted will be subject to an international card transaction fee (this charge may apply whether or not there is a currency conversion). If you make a Foreign Card Transaction, the transaction will be converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Foreign Card transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Foreign Card Transaction date or periodic statement posting date. Foreign Card Transactions will be charged to your Brokerage Account in U.S. dollars and may be subject to international marketing regulations, and other applicable regulations in effect at the time and place that the transaction is settled. Checks will generally not be accepted by banks outside of the United States. All Checks must be made payable in U.S. dollars.

23. Severability. The invalidity of any provision herein, shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

24. Instructions. You acknowledge and agree that Agent, Broker, Apex and the Bank(s) may act on instructions reasonably believed by any of them to be genuine, and none shall be liable to you for acting on such reasonable belief.

SECURITIES OFFERED BY ANY OF THE PARTIES TO THE AGREEMENT OR OTHER ASSETS HELD IN YOUR BROKERAGE ACCOUNT ARE NOT BACKED OR GUARANTEED BY ANY BANK NOR ARE THEY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION. IF YOU NEED ASSISTANCE OR HAVE QUESTIONS ABOUT THIS FORM, PLEASE CONTACT YOUR BROKER.