

RIA Customer Agreement

This RIA Customer Agreement (“Agreement”) sets forth the Terms and Conditions that govern Your account (the “RIA Account”) with Axos Advisor Services, a trade name used by a division of Axos Clearing LLC, Member SIPC. Throughout this Agreement, “Axos Clearing” means Axos Clearing LLC, its successors and assigns; and “You”, “Your”, and/or “Customer” means the customers identified in the application for opening the RIA Account.

In consideration of Axos Clearing opening, carrying, and/or serving as custodian for one or more RIA Accounts on Your behalf, You hereby agree as follows with respect to the RIA Account, which You have established with Axos Clearing for the purchase, sale, and/or carrying of securities or contracts relating thereto and/or the borrowing of funds, at the instruction of Your registered investment advisor as authorized by You in the RIA Account application (“Advisor”), which transactions will be cleared through Axos Clearing.

- 1. Applicable Rules and Regulations.** All transactions for the RIA Account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.
- 2. Definitions.** “Obligations” means all indebtedness, debit balances, liabilities, or other obligations of any kind of You to Axos Clearing, whether now existing or hereafter arising. “Assets” shall include, but shall not be limited to, money, securities, commodities, or other property of every kind and nature and all contracts and options relating to them in any way, whether for present or future delivery.
- 3. Advisor Agreement.** You represent that You have entered into a separate agreement directly with Advisor (the “Advisor Agreement”) authorizing Advisor to manage the RIA Account, including executing trades, appointing sub-Advisors, depositing or withdrawing funds to and from the RIA Account, requesting information, receiving RIA Account statements and confirmations, changing certain of Your information, and generally transacting in and managing the RIA Account. You understand that Advisor has entered into an agreement with Axos Clearing pursuant to which Axos Clearing is willing to grant access to Advisor for Advisor to manage accounts for Advisor’s customers who open brokerage accounts at Axos Clearing for Advisor to manage. You authorize Advisor to establish relationships with Axos Clearing and to appoint and use other sub-agents on the RIA Account at Advisor’s discretion. Should Advisor appoint a sub-agent to the RIA Account, Axos Clearing shall be entitled to rely on and execute any instructions from that sub-agent as if they were given directly by Advisor.
- 4. Axos Clearing’s Role and Appointment.** You appoint Axos Clearing as custodian to carry the RIA Account and to execute Advisor’s instructions relating to the RIA Account. You agree Axos Clearing may execute, clear, and settle any transaction in the RIA Account at the instruction of Advisor and may accept and execute any instruction relating to the RIA Account without inquiry or investigation. You agree to hold Axos Clearing harmless from and against any losses, costs or expenses arising out of or relating to the delivery or receipt of any such instruction(s), provided Axos Clearing has acted in accordance with any such instruction(s). You assume all investment risk with the RIA Account and with authorizing Advisor to transact for the RIA Account. You understand all transactions in the RIA Account will be executed by Axos Clearing only at the instruction of Advisor acting pursuant to the Advisor Agreement, and that Axos Clearing’s role is only to hold or custody RIA Account Assets, distribute or collect funds on behalf of the RIA Account, execute and clear trades at the instruction of Advisor, generate account statements, and provide other custodial and clearing services as may be mandated by various regulatory standards and requirements. You understand Axos Clearing does not and will not offer investment advice, does not and will not review the RIA Account or transactions therein, does not and will not make any determination of the suitability of any transaction or investment made by or for You, has no and will have no responsibility for trades made or activity in the RIA Account, and has no discretion over transactions in or decisions made on behalf of You or the RIA Account. You acknowledge that Advisor provides and is solely responsible for all investment advice and investment Advisory services given in connection with the RIA Account. Additionally, Axos Clearing will not verify the accuracy of any management fees You pay to Advisor pursuant to the terms of the Advisor Agreement. Notwithstanding the foregoing, in the event You initiate a claim against Axos Clearing, in Axos Clearing’s capacity as custodial broker or otherwise, and does not prevail, You shall be responsible for the costs and expenses associated with Axos Clearing’s defense of such claim. Axos Clearing may, in its sole and absolute discretion, and without prior notice to You or Advisor, transact, restrict, or refuse any orders placed in the RIA Account. Axos Clearing may also restrict Your RIA Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if Axos Clearing receives reasonable notice that the ownership of some or all of the assets in Your RIA Account is in dispute. You agree not to hold Axos Clearing liable for any loss You may incur due to Axos Clearing’s refusal to permit any deposit, withdrawal, or transaction with regard to Your RIA Account.
- 5. Advisor Fee and Other Charges.** You will pay fees to Advisor for its services in accordance with the Advisor Agreement (each such payment an “Advisor Fee”). You authorize and instruct Axos Clearing to deduct the Advisor Fee directly from the RIA Account and pay it to Advisor. You agree and acknowledge that Advisor will instruct Axos Clearing of the amount to deduct and pay to Advisor, and You agree to hold harmless Axos Clearing in any dispute related to the amount of any Advisor Fee. Axos Clearing may also charge, and You authorize Axos Clearing to deduct from the RIA Account, fees for services performed by Axos Clearing at Your or Advisor’s instruction, including, but not limited to, those services constituting or relating to custody services, transactions, preparation and delivery of paper statements and confirmations, rejected payments, and wire transfers. Axos Clearing may also charge a minimum balance fee once the value of Your RIA Account falls below \$25.00. You acknowledge per the agreement between Advisor and Axos Clearing that Advisor may pay Axos Clearing fees directly for Axos Clearing’s services provided. Regardless of the method used to calculate fees charged by Axos Clearing to Advisor, You understand that Axos Clearing is not an Advisor and will not act as an Advisor on the RIA Account. Additionally, the Advisor Fee may not include underlying ETF or mutual fund expenses, which are standard expenses that shareholders pay in accordance with such securities’ or funds’ prospectus or other governing documentation, in which case Axos Clearing shall be entitled to deduct such fees from the RIA Account.
- 6. Breach; Security Interest.** Whenever in Axos Clearing’s discretion Axos Clearing considers it necessary for Axos Clearing’s, Advisor’s, or Your protection or in the event of, but not limited to: (i) any breach by You of this or any agreement with Axos Clearing or Advisor (ii) Your failure to pay for Assets purchased or deliver Assets sold, (iii) the termination of Your relationship with Axos Clearing or the initiation by You of the transfer of Your RIA Account, whichever comes first, or (iv) Axos Clearing’s filing for protection under applicable bankruptcy laws and/or the issuance of a protective decree under the Securities Investor Protection Act (“SIPA”), Axos Clearing may sell any and all Assets held in the RIA Account or any other account in Your name (either individually or jointly with

others), cancel or complete any open orders for the purchase or sale of any Assets and/or borrow or buy-in any Assets required to make delivery against any sale, including a short sale, effected for You, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by You, and/or Axos Clearing may require You to deposit cash or adequate collateral to the RIA Account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. Axos Clearing has the right to refuse to execute transactions for You or Advisor at any time and for any reason. Any and all Assets belonging to You or in which You may have an interest held by Axos Clearing or carried in any of Your accounts with Axos Clearing (either individually or jointly with others) shall be subject to a continuing and perfected first priority lien and security interest and right of set-off held by Axos Clearing for the discharge of any or all indebtedness or obligations You may have to Axos Clearing, and will be held as security for payment of any liability or indebtedness in the RIA Account or any of Your accounts with Axos Clearing, wherever or however arising and without regard to whether or not Axos Clearing has made advances with respect to such Assets, and Axos Clearing is hereby authorized to sell and/or purchase any and all Assets in any of Your accounts, and/or to transfer any such Assets among any of Your accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by Axos Clearing in the (i) collection of a debit balance and/or any unpaid deficiency in the RIA Account or any accounts of Yours with Axos Clearing or (ii) defense of any matter arising out of Your or Advisor's transactions, shall be payable to Axos Clearing by You. You understand that because of circumstances beyond Axos Clearing's control, Your voting rights may be impaired. For example, if the stock of a company that one Customer has purchased has not yet been received from the seller(s), then a different Customer's abilities to vote that company's stock could be impaired until those shares are received by Axos Clearing. In addition, if the stock of a company that You have purchased has not yet been received from the seller(s), then payments received by You, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.

- 7. Cancellation.** Axos Clearing is authorized, in its sole discretion, should it for any reason whatsoever deem it necessary for its protection, without any notice, to cancel any outstanding order, to close the RIA Account or any accounts of Yours at Axos Clearing, in whole or in part, or to close out any commitment made on behalf of You. You also authorize Axos Clearing to terminate the RIA Account with or without Advisor's instruction and without notice to You.
- 8. Payment of Indebtedness on Demand.** You shall at all times be liable for payment upon demand of any obligations owing from You to Axos Clearing and You shall be liable to Axos Clearing for any deficiency remaining in the RIA Account or in any other accounts of Yours at Axos Clearing in the event of the liquidation thereof (as contemplated by this Agreement or otherwise), in whole or in part, by Axos Clearing, Advisor, or You. You shall make payment of such obligations immediately upon demand.
- 9. Communications.** Axos Clearing may send communications to You at Your address provided in the RIA Account application or at such other address as Advisor may hereafter give to Axos Clearing on Your behalf. All communications so sent, whether by mail, electronically, or otherwise, shall be deemed given to You personally, whether actually received or not. You shall be responsible for reviewing all statements and confirmations concerning the RIA Account as well as communications sent by Axos Clearing. Your statements shall be conclusive if not objected to in writing by You within ten (10) calendar days and confirmations shall be conclusive if not objected to in writing by You within five (5) calendar days, after forwarding by Axos Clearing by mail or otherwise. In consideration of Axos Clearing sending any mail to You in care of a post office box or third-party address, You hereby agree that all correspondence of any nature whatsoever sent to You at such address will have the same force and effect as if it had been delivered to You personally.
- 10. Telephone Recordings.** You understand and agree that any telephone conversation with You will or may be recorded for accuracy and You consent to such recording.
- 11. Oral Authorization.** You agree that Axos Clearing shall be entitled to act upon any oral instructions given by You so long as Axos Clearing reasonably believes such instruction was actually given by You.
- 12. Sell Orders; Deliveries and Settlements.** Unless otherwise specifically designated, any order directing the sale of an Asset shall be deemed to be a "long" sale, and in connection with any such order, You represent that You are the owner of the Asset subject of such order and agree to deliver the Asset to Axos Clearing in negotiable form on or before the settlement date. In the event that You fail to deliver the Asset to Axos Clearing by the close of business on the settlement date, Axos Clearing is authorized, in its discretion and without notice to You, to (i) delay settlement, (ii) purchase comparable Assets to cover Your position, or (iii) cancel the transaction. Axos Clearing may also charge any loss (including interest), commission and fees to Your RIA Account.
- 13. Buy Orders; Settlements.** When You have directed that an Asset be purchased, You agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that You fail to provide sufficient funds, Axos Clearing may, at Axos Clearing's option and without notice to You, (i) charge a reasonable rate of interest, (ii) liquidate the Asset that is the subject of the buy order, or (iii) sell other Assets owned by You and held in any account with Axos Clearing. Axos Clearing may also charge any consequential loss to Your RIA Account.
- 14. Distributions.** In the event that You sell a security prior to its ex-dividend/ distribution date, and You receive the related cash/stock dividend or distribution in error, You direct Axos Clearing on Your behalf to pay such dividend/distribution to the entitled purchaser of the securities You sold, and You guarantee to promptly reimburse Axos Clearing for, or deliver to Axos Clearing, said dividend or distribution.
- 15. Mutual Fund Transactions.** In the event that You purchase or hold a mutual fund, You agree to read and understand the terms of its prospectus. You understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. You further understand that any mutual fund order entered with Axos Clearing is placed by Axos Clearing on a best efforts basis as prescribed and recognized by the individual fund, and that Axos Clearing is not responsible for unexecuted orders due to the failure of any communication system. You agree to be fully responsible for the information contained within the mutual fund prospectus and to hold Axos Clearing harmless for any deficiencies contained therein. You authorize Axos Clearing to act as Your agent in the purchase and redemption of fund shares.
- 16. Effect of Attachment or Sequestration of Accounts.** Axos Clearing shall not be liable for refusing to obey any orders given by or for You with respect to any account(s) that has or have been subject to an attachment or sequestration in any legal proceeding

against You, and Axos Clearing shall be under no obligation to contest the validity of any such attachment or sequestration.

- 17. Event of Death.** It is further agreed that in the event of Your death or the death of one of the joint account holders, the representative of Your estate or the survivor or survivors shall immediately give Axos Clearing written notice thereof, and Axos Clearing may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the RIA Account as Axos Clearing may deem advisable to protect Axos Clearing against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of Your death or the death of one of the joint account holders, all open orders shall be canceled, but Axos Clearing shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Axos Clearing may, in its discretion, close out any or all of Your accounts without awaiting the appointment of a personal representative for Your estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who shall have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Axos Clearing for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Axos Clearing of the written notice of the death of the decedent or incurred in the liquidation of the account or the adjustment of the interests of the respective parties. Such notice shall not affect Axos Clearing's rights under this Agreement to take any action that Axos Clearing could have taken if You had not died.
- 18. Tax Reporting.** The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
- 19. ARBITRATION AGREEMENT.** The following general provisions apply to all arbitrations pursuant to this section:
- a. 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.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. Pre-arbitration discovery is generally more limited than and different from court proceedings. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. The arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings of the arbitrators is strictly limited. 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.
 - e. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. 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.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
 - h. This Arbitration Agreement should be read in conjunction with the disclosures above. Any and all controversies, disputes or claims between or among Axos Clearing, Advisor, and/or You or their representatives, employees, directors, officers, or control persons, 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 Axos Clearing's business, Advisor's business or Your RIA Account, shall be conducted pursuant to the code of arbitration procedure of the Financial Industry Regulatory Authority ("FINRA"). Arbitration must be commenced by service of a written demand for arbitration or a written notice of intention to arbitrate. 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.
 - i. This Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws.
 - j. 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:
 - (1) the class certification is denied; or (2) the class is decertified; or (3) 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.
 - k. The venue for all arbitration proceedings arising out of or relating to this Agreement shall be determined by FINRA, unless otherwise agreed to by the parties.
 - l. This Agreement to arbitrate does not entitle You to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a competent jurisdiction.
- 20. Representations.** You represent and warrant that You are of majority age, are not an employee of any exchange, corporation of which any exchange owns a majority of stock, or member of any exchange, member firm, or member corporation registered on any exchange, or of a bank, trust company, insurance company, or of any corporation, firm, or individual engaged in the business dealing either as broker or as principal in securities, bills of exchange, acceptances, or other forms of commercial paper. If You are a corporation, partnership, trust, or other entity, You represent that Your governing instruments permit this Agreement, that this Agreement has been authorized by all required persons, and that the signatory on the RIA Account application is authorized to sign on behalf of and bind You. You represent that You shall comply with all applicable laws, rules, and regulations in connection with the RIA Account. You further represent that no one except You has an interest in the RIA Account or other accounts of Yours with Axos Clearing.
- 21. Information Accuracy.** You (i) certify that the information and representations contained in this Agreement and any other document

or information that has been or will be furnished to Axos Clearing in connection with Your RIA Account is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Axos Clearing to extend credit is a federal crime, (ii) authorize Axos Clearing to contact any individual or firm noted in the documentation You have or will submit to Axos Clearing and use any other normal sources of debit or credit information, (iii) authorize anyone so contacted to furnish such information to Axos Clearing as Axos Clearing may request, and (iv) agree that this Agreement and any other document or information You furnish in connection with Your RIA Account is Axos Clearing's property, as the case may be. You shall promptly advise Axos Clearing of any changes to the information in such agreements, documents, or information. Axos Clearing may retain this Agreement and all other such documents or information and any related records at Axos Clearing's sole discretion, whether or not credit is extended.

- 22. Joint Accounts.** If the RIA Account application indicates that the RIA Account shall consist of more than one person, Your obligations under this Agreement shall be joint and several among them all. References to "You" or "Customer" shall include each of the customers identified on the RIA Account application. Axos Clearing may rely on transfer or other instructions from Advisor or any one of the Customers in a joint account, and such instructions shall be binding on each Customer. Axos Clearing may deliver Assets, and send confirmations, notices, statements and communications of every kind to any one of the Customers, and such action shall be binding on each Customer. Axos Clearing is not required to notify each Customer in a joint account regarding the actions taken by one of the Customers in a joint account. You agree that notice provided to any one of You will be deemed notice to all of You. Notwithstanding the foregoing, Axos Clearing is authorized in its sole discretion to require joint action by some or all Customers with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety accounts are not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.
- 23. Restrictions on Account Types.** You understand that Axos Clearing may offer different account types, including retirement, custodial, business, estate, trust, nonprofit and partnership accounts, which may be subject to certain restrictions and eligibility requirements. Certain services Axos Clearing provides may not be available to all account types, including accounts with owners outside the United States.
- 24. Custodial Accounts.** If the RIA Account is opened under the Uniform Gifts to Minors Act ("UGMA") or the Uniform Transfers to Minors Act ("UTMA"), the custodian for such an account represents that all assets in the account belong to the beneficiary and that the custodian will use the assets only for the beneficiary's benefit (even after the assets have been removed from the account). The custodian agrees to promptly transfer and deliver to the beneficiary all securities and other property held in the RIA Account upon the beneficiary attaining the age specified by the governing State's law for termination of the custodianship. The custodian agrees and acknowledges that the custodian is responsible under the UGMA or the UTMA for determining the proper age of termination and that Axos Clearing is not responsible for doing so.
- 25. Other Agreements.** If you trade any options, You agree to be bound by the terms of Your agreements governing the trading of options. You understand that these agreements, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between You and Axos Clearing.
- 26. Data Not Guaranteed.** You expressly agree that any data or online reports are provided to You without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by Axos Clearing is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Axos Clearing or any of its affiliates be liable to You or any third party for the accuracy, timeliness, or completeness of any information made available to You or for any decision made or taken by You in reliance upon such information. In no event shall Axos Clearing or its affiliated entities be liable for any special, incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by or through Axos Clearing or with the delay or inability to use such reports.
- 27. Payment for Order Flow Disclosure.** Depending on the security traded and absent specific direction from You, equity and option orders are routed to market centers (e.g., broker-dealers, primary exchanges or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. Axos Clearing may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to Your transactions will be furnished upon written request.
- 28. Credit Check.** You authorize Axos Clearing to obtain reports and provide information to others concerning Your creditworthiness and business conduct. Upon Your request, Axos Clearing agrees to provide You a copy of any report so obtained.
- 29. Fees and Charges.** You understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. You agree to pay such commissions and fees at the then prevailing rate. You acknowledge that the prevailing rate of commissions and fees may change, and that change may occur without notice. You agree to be bound by such changes. You specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the RIA Account. Interest due on the RIA Account is payable on demand. In the case of any stock borrow You request, You understand and agree that Axos Clearing may charge You borrow rates that it determines in its sole discretion and which Axos Clearing will disclose upon request to You or Your Advisor. You also agree to pay such expenses incurred by Axos Clearing in connection with collection of any unpaid balance due on Your RIA Account, including, but not limited to, attorney's fees allowed by law.
- 30. Prohibition on Freeriding.** In a cash account, a Customer must pay for the purchase of a security before selling it. If a Customer buys and sells a security before paying for it, the Customer is engaging in an activity that is prohibited by federal regulations and which is called freeriding. Accordingly, You understand and agree that if You purchase securities in a cash account and sell them

before payment is received by Axos Clearing, Axos Clearing will place that account on restricted status for a period of 90 calendar days following the trade date for a first offense, 180 days for a second offense, and 1 year for a third offense, or place other restrictions as required or permitted by law or regulation. During any period of restriction, unless Your cash account contains funds in advance of the trade sufficient to pay for any new purchase in full, You agree that You will not be permitted to purchase or sell any new securities in that account. You agree that Axos Clearing will cancel or remove any trades from Your cash account that are made in violation of these or any other legal or regulatory prohibitions on freeriding. Axos Clearing and You agree that nothing stated in this Section constitutes a modification of any laws or regulations to which Axos Clearing and You are subject.

- 31. Electronic Signatures.** The use of an electronic version of this Agreement fully satisfies any requirement that such be provided in writing so long as You have agreed to and not opted out of electronic delivery of documents. You acknowledge that You are fully responsible for reviewing and understanding all the terms and conditions of electronically signed and issued documents. The electronically stored copy of this Agreement and any other document relating to Your RIA Account is considered the true, complete, valid, authentic and enforceable record of the Agreement and such other documents, admissible in judicial, regulatory, arbitral, administrative or any other 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 Axos Clearing's electronically stored copy of the Agreement and any other document relating to Your RIA Account in any proceeding arising out of the terms and conditions of the Agreement or use and/or maintenance of Your RIA Account.
- 32. Miscellaneous.** If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the State of New York and shall cover individually and collectively all RIA Accounts that You have previously opened, now have open or may open or reopen with Axos Clearing, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by an authorized representative of Axos Clearing. This Agreement and all provisions shall inure to the benefit of Axos Clearing and its successors and assigns, whether by merger, consolidation or otherwise. Axos Clearing shall not be liable for losses caused directly or indirectly by any events beyond Axos Clearing's reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You agree to indemnify and hold Axos Clearing harmless from any loss, damage or liability arising out of any transaction in which Axos Clearing acts, directly or indirectly, as Your agent, absent any willful or grossly negligent conduct by Axos Clearing. Axos Clearing may transfer Your RIA Accounts to Axos Clearing's successors and assigns. This Agreement shall be binding upon You and Your heirs, executors, administrators, successors and assigns. Failure to insist on strict compliance with this Agreement is not considered a waiver of Axos Clearing's rights under this Agreement. At Axos Clearing's discretion, it may terminate this Agreement at any time on notice to You and You will continue to be responsible for any obligation incurred by You prior to termination. You may not assign Your rights or delegate Your obligations under this Agreement, in whole or in part, without Axos Clearing's prior written consent.
- 33. SIPC Protection.** Axos Clearing is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per customer as defined by SIPC rules. An explanatory brochure is available upon request or at www.sipc.org or via telephone at (202) 371-8300. Axos Clearing has acquired an additional \$99.5 million in aggregate coverage through a third party insurance company. This brings the total aggregate available protection to \$100 million for all but not each account holder with a limitation of \$1.15 million on claims for cash balances for each customer (as defined by SIPC rules). You understand that such coverage does not include coverage for transactions or trading losses or declines in the value of securities.
- 34. Insured Deposit Program.** If You elect to participate in Axos Clearing's Insured Deposit Program, You acknowledge and agree that: (a) You have read and understand the Insured Deposit Program terms and conditions and are aware of the products available in the Insured Deposit Program; (b) Axos Clearing may make changes to its Insured Deposit Program at any time, in its sole discretion and with or without notice to You, subject to any applicable legal or regulatory requirements; (c) the free credit balances in Your RIA Account may begin being included in the Insured Deposit Program upon account opening; and (d) Axos Clearing has no obligation to monitor the Insured Deposit Program You or Your RIA have elected or to make recommendations about, or changes to, the Insured Deposit Program that might be beneficial to You.
- 35. Fully-Paid Securities Lending Program.** If you elect to participate in a fully-paid securities lending program that may be offered by Axos Clearing, You acknowledge and agree that: (a) You have read and understand the disclosures regarding participation in any fully-paid securities lending program Axos Clearing may offer; (b) You have determined that participation in any such program is appropriate for You after considering Your financial situation and needs, tax status, investment objectives, investment horizon, liquidity needs, risk tolerance, and any other relevant information; (c) You have been provided and have read, understand, and executed any agreements, including disclosures, required to participate in any such program offered by Axos Clearing and returned them to Axos Clearing or Your Advisor.
- 36. BY AGREEING TO OPEN AN RIA ACCOUNT WITH AXOS CLEARING AND/OR HAVE YOUR RIA ACCOUNT CARRIED OR CUSTODIED BY AXOS CLEARING, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE/ARBITRATION CLAUSE AT SECTION 19 ON PAGE 3.**

Clearing, custody or other brokerage services provided by Axos Clearing LLC, Member FINRA and SIPC. Axos Clearing LLC is a subsidiary of Axos Financial, Inc. Trademark(s) belong to their respective owners.

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