

# Account Application Agreement

## Account Application Agreement

### REVIEW YOUR APPLICATION

By signing below, I agree to this Alpaca Securities LLC ("Alpaca") Brokerage Application Agreement [this "Application Agreement"]. I also agree to the terms of the Alpaca Terms and Conditions, Alpaca Customer Agreement, ETC Margin Account Agreement, Alpaca Use and Risk Disclosures, Alpaca PFOF Disclosure, Alpaca Privacy Notice, Alpaca Extended Hours Trading Risk Disclosure, Alpaca Business Continuity Plan Summary, which are incorporated by reference and constitute part of this Application Agreement. I also agree to the terms of the NASDAQ OMX Global Subscriber Agreement and AGREEMENT FOR MARKET DATA DISPLAY SERVICES if I am provided access to such data, which are also incorporated by reference and constitute part of this Application Agreement.

In addition, I may, in the future, receive from You supplemental disclosures, terms, and agreements that pertain to certain account types, features, or services. References to this Application Agreement include such supplemental disclosures, terms, and agreements. Capitalized, undefined terms in this Application Agreement have the meaning given in the Alpaca Customer Agreement. I agree to read this Application Agreement and all incorporated disclosures, terms, and agreements carefully and retain copies for My records.

### MY WARRANTIES AND REPRESENTATIONS

I represent and warrant that:

1. This brokerage account is not maintained by a current or former Politically Exposed Person or Public Official (includes U.S. and Foreign Individuals).
2. This brokerage account is not maintained by a Foreign Financial Institution as defined by Title 30 of the Code of Financial Institution as defined by Title 30 of the Code of Federal Regulations.
3. This brokerage account is not a Foreign Bank organized under foreign law and located outside of the United States as defined by Title 31 of the Code of Federal Regulations.
4. I have carefully reviewed, understand and agree to the terms and provisions of the following: Alpaca Terms and Conditions, Alpaca Customer Agreement, ETC Margin Account Agreement, NASDAQ OMX Global Subscriber Agreement (if applicable), AGREEMENT FOR MARKET DATA DISPLAY SERVICES (if applicable), Alpaca Use and Risk Disclosures, Alpaca PFOF Disclosure, Alpaca Privacy Notice, Alpaca Extended Hours Trading Risk Disclosure, and Alpaca Business Continuity Plan Summary.
5. All information provided in this application is accurate. You can rely on and are authorized to verify this information, and I will promptly notify You of any changes.
6. I consent to receive all future brokerage account information electronically.
7. By signing below electronically, it is equivalent to My written signature, and I understand that I am entering into legal agreements.
8. **I HAVE READ THE ALPACA CUSTOMER ACCOUNT AGREEMENT, WHICH CONTAINS A PREDISPUTE ARBITRATION CLAUSE (SECTION 36) AND AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE BETWEEN OR AMONG ME, YOU, AND/OR ELECTRONIC TRANSACTION CLEARING, INC. IN ACCORDANCE WITH SUCH SECTION 28.**
9. I acknowledge and agree that Alpaca did not directly solicit me to open a brokerage account.
10. The information I have provided in this application is accurate.
11. I agree to notify you promptly regarding any change in the information provided on this application.

### Rule 14b-1(c)

I acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless I object, requires You to disclose to an issuer, upon its request, the names, addresses, and securities positions of Your customers who are beneficial owners of the issuer's securities held by You in nominee name. The issuer would be permitted to use My name and other related information for corporation communication only. If I object, I will send an email to [bd-support@Alpaca.markets](mailto:bd-support@Alpaca.markets) with "Rule 14b-1(c) objection" in the subject.

### W-9 Certificate

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. citizen or other U.S. person (defined below). If I have been notified by the IRS that I am currently subject to backup withholding because I have failed to report all interest and dividends on My tax return, I will send an email to [bd-support@Alpaca.markets](mailto:bd-support@Alpaca.markets) with "Backup Withholding" in the title.

Definition of a U.S. person. For federal tax return purposes, I am considered a U.S. person if I am: An individual who is a U.S. citizen or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7).

The Internal Revenue Service does not require My consent to any provisions of this document other than the certifications required to avoid backup withholding.

### Non-Domestic Customer

Alpaca makes its services available to persons and businesses in countries where it is not otherwise prohibited. Alpaca does not solicit any non-domestic persons or businesses. If you are a non-domestic person or business you must explicitly acknowledge and confirm that you have not been solicited by Alpaca prior to becoming a customer of Alpaca (a "Non-Domestic Customer"). To the extent that you are a Non-Domestic Customer, you understand and acknowledge that we also may conduct more extensive due diligence and require additional identity documentation for Non-Domestic Customers. All Non-Domestic Customers must complete and provide to Alpaca an appropriate Form W-8 and its certification. In order for a Non-Domestic Customer to keep an account open, a Non-Domestic Customer must keep an appropriate Form W-8 current and no less than every 36 months, re-certify that the information on the appropriate Form W-8 is correct and accurate. You acknowledge and understand that any failure to satisfy the aforementioned obligations may, at Alpaca's sole discretion, result in the restriction and/or termination of your account.

### **MY AUTHORIZATION AND MY AGREEMENT**

I authorize You and/or Electronic Transaction Clearing, Inc. ("ETC") and/or any entity directed by Alpaca Securities LLC to obtain a credit and background investigation report about me. I understand that a "consumer credit report" includes any information regarding my credit worthiness, credit standing and credit capacity. I further understand and agree that a credit report and/or a background investigation report may be obtained at any time, and any number of times, as Alpaca Securities LLC in its sole discretion determines is necessary before, during or after my involvement with Alpaca Securities LLC.

I hereby authorize all reporting agencies and other persons or entities having information about me to provide such information to Alpaca Securities LLC or other entity that obtains information for Alpaca Securities LLC. I further fully release Alpaca Securities LLC, its employees, officers, directors, agents, successors and assigns, and all other parties involved in this background investigation, including but not limited to investigators, credit agencies and those companies or individuals who provide information to Alpaca Securities LLC concerning me, from any claims or actions for any liability whatsoever related to the process or results of the background investigation. Upon My written request, You and/or ETC will disclose to Me whether it obtained a report, and if so, the name and address of the consumer reporting agency that provided it. In the event that My brokerage account is denied by ETC, as a result of the consumer report verification, I authorize ETC to provide to You the reason(s) for such denial.

I further understand that if I am in the state of California, Minnesota, or Oklahoma, I can receive a free copy of any credit report requested by Alpaca Securities LLC about me at the same time the report is provided to Alpaca Securities LLC (send an email to [bd-support@Alpaca.markets](mailto:bd-support@Alpaca.markets) requesting a copy of the credit report).

### **Margin Account Agreement**

This ETC Margin Account Agreement (the "Margin Agreement") sets forth the terms and conditions for an Alpaca customer ("I"), to open a margin account. The margin account allows customers to trade using unsettled funds up to the amount in their margin account. The margin account requires a minimum deposit of \$2,000 or 100 percent of the purchase price - whichever is less - in the account before purchasing a security on margin. I acknowledge it is important that I fully understand the risks involved in trading securities on margin as described in the Margin Disclosure Statement.

### **Pattern Day Trader**

Alpaca will monitor trading activities in Alpaca accounts and alert those customers at risk of qualifying as "pattern day traders". A pattern day trader, as defined under FINRA Rule 4210(f)(8)(B), is any customer who executes four or more day trades within five business days, provided the number of day trades is more than six percent of the total trades in the account during that period. All Alpaca accounts designated as a pattern day trading accounts will be required to maintain \$25,000 equity at all times in order to continue day trading. I acknowledge it is important that I fully understand the risks involved in day trading securities, as described in the Day Trading Risk Disclosure.

### **No Recommendations**

I understand that this Margin Agreement is not a recommendation to make a specific investment or use any specific investment strategy. Alpaca provides no investment, legal or tax advice. An Alpaca account is not necessarily suitable for everyone. I agree to examine my investment objectives, financial resources and risk tolerance to determine whether the Alpaca account meets my investment needs.

By using a margin account, I acknowledge that I remain subject to all other terms and conditions provided in the Alpaca Customer Agreement, ETC Margin Account Agreement, NASDAQ OMX Global Subscriber Agreement (if applicable), AGREEMENT FOR MARKET DATA DISPLAY SERVICES (if applicable), Alpaca Use and Risk Disclosures, Alpaca PFOF Disclosure, Alpaca Privacy Notice, Alpaca Extended Hours Trading Risk Disclosure, and Alpaca Business Continuity Plan Summary, which are incorporated by reference and constitute part of this Account Application Agreement.

By signing electronically below, I: [1] acknowledge that I have read this Account Agreement and all incorporated disclosures, terms and agreements carefully, and retained copies for my records; [2] authorize Alpaca to accept instructions to allow for trading no more than the amount held in my Alpaca Account; and [3] agree to open my Alpaca account under all of the aforementioned terms and conditions.

**You also acknowledge that the Customer Agreement and the ETC Margin Account Agreement contains a pre-dispute arbitration clause in section 36 and in sections 8 and 9, respectively.**

BY ELECTRONICALLY SIGNING BELOW, I AGREE TO THIS APPLICATION AGREEMENT.