## **Supplemental Limited Margin Agreement**

The purpose of this agreement is to allow Alpaca Securities LLC ("Alpaca") to accept instructions to allow for day trading up to the cash held in an Alpaca IRA, an Alpaca Rollover IRA, an Alpaca SEP-IRA, an Alpaca Roth IRA, or an Alpaca SIMPLE IRA (hereinafter, "Alpaca IRA"). This agreement, which is designated as a form of limited margin agreement (the "Agreement"), provides you with important terms and conditions for engaging in use of limited margin and/or day trading strategies in your Alpaca IRA ("Limited Margin"). You understand that under no circumstances will any extension of credit or margin borrowing be made available to you in your Alpaca IRA. You must agree to the terms and conditions of this *Supplemental Limited Margin Agreement* to engage in Limited Margin. This Agreement is in addition to, and meant to be supplemental to, the Alpaca Customer Agreement applicable to your account, and this agreement is incorporated by reference herein.

Limited margin trading allows you to avoid certain Federal Reserve Board Regulation T settlement periods when trading in an IRA account. It does not allow for borrowing of funds, creating a margin debit, short selling, or selling naked options – which are typical features of a margin account.

## **Limited Margin Account Features**

- Limited Margin permits the purchase of securities with the use of unsettled funds. Specifically, you are permitted to sell a security, and before the trade settles, use the unsettled funds to purchase other securities, up to the amount of the unsettled funds or other cash in the Alpaca IRA.
- 2. The Alpaca IRA does not have features of a typical margin account. Under no circumstances will Alpaca extend any credit or margin in the Alpaca IRA.
- 3. Limited Margin trading does not allow for borrowing of funds, creating a margin debit, withdrawal of unsettled funds, short selling, or selling naked options.
- 4. To the extent that your trade creates a short or debit position in the Alpaca IRA, the position will immediately be covered with other assets from the Alpaca IRA. Alpaca reserves the right to refuse to settle any transaction and may cease offering limited margin in the Alpaca IRA without notice.
- Because of regulatory limitations, you are not permitted to have limited margin agreements on multiple Alpaca IRAs of the same type. For example, if you have more than one Alpaca Rollover IRA, only one of those accounts may have a limited margin agreement.

## **Customer Acknowledgements**

6. You acknowledge and agree that assets outside of the Alpaca IRA may not be used as collateral for an extension of credit or margin borrowing in the Alpaca IRA for purposes of, including, but not limited to, creating a margin debit, short selling, or selling naked options. There shall be no debit balances in the Alpaca IRA. Alpaca is authorized to liquidate or cover deficiencies in the Alpaca IRA without notice to you.

- 7. You agree that Alpaca may require a limited minimum equity or asset value in the Alpaca IRA in order to use Limited Margin. It is your responsibility to ensure that sufficient assets are maintained in the Alpaca IRA to cover all possible obligations, including minimum equity. Alpaca may refuse or disable Limited Margin or options privileges at any time and without notice to you. You shall be subject to all obligations and restrictions in the Alpaca Customer Agreement and nothing in this Agreement shall be construed as in any way reducing or restricting such obligations and restrictions.
- 8. It is your responsibility to ensure transactions do not result in excess obligations in the Alpaca IRA. You understand and agree that if transactions do result in excess obligations in the Alpaca IRA, it may result in a taxable event and cause tax consequences. You agree to hold Alpaca harmless from any tax consequences caused by excess obligations in the Alpaca IRA and agree that Alpaca shall not be responsible for any excess obligations in the Alpaca IRA.
- 9. You acknowledge and agree that investing using Limited Margin in the Alpaca IRA entails risk. Day trading can be very risky and is not appropriate for customers with limited resources, limited investing or trading experience, or a lower risk tolerance. You acknowledge that your decision to utilize Limited Margin privileges is solely yours. You acknowledge and agree that Alpaca is not responsible for determining the suitability or appropriateness of Limited Margin or of any trades utilizing Limited Margin in the Alpaca IRA.
- 10. By establishing the Alpaca IRA, you understand that the Alpaca IRA is subject to FINRA's Pattern Day Trading Rules. Pattern Day Trading occurs when you initiate four (4) or more day trades within five (5) business days, provided the number of day trades are more than six percent (6%) of the total number of trades for that same five- (5-) day period. A day trade occurs when you buy and sell, or sell and buy, the same security on the same day. Day Trading presents additional risks. You further agree that if the Alpaca IRA is designated as a pattern day trading account, you will be required to maintain twenty-five thousand dollars (\$25,000) equity at all times in order to continue day trading.
- 11. You represent that you have had the opportunity to consult with a tax and legal advisor prior to opening the Alpaca IRA and prior to requesting or utilizing Limited Margin. You acknowledge that Alpaca has no responsibility regarding the suitability or propriety of utilizing Limited Margin.
- 12. You acknowledge and agree that you understand and agree to be bound by the terms of this Agreement and of the Alpaca Customer Agreement.

## **Miscellaneous**

13. If any provision hereof is or becomes inconsistent with any present or future law, rule, or regulation of any securities exchange, or of any sovereign government or a regulatory body thereof and if any of these bodies has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or modified to conform to such law, rule, or regulation, but in all other respects this Agreement shall continue and remain in full force and effect.

14. 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.

By consenting to this Agreement and using Limited Margin trading in the Alpaca IRA, you hereby acknowledge that you have read, understood, and agreed to be bound by the terms and conditions in this Agreement.

| Signature and Acknowledgement |       |
|-------------------------------|-------|
| Customer Signature:           | Date: |
| Typed/Printed Name:           |       |