# **Investor Profile - Brokerage**



- This form is used to document the investor profile of customers who intend to engage in investment products offered directly by a sponsor or issuer. If the customer intends to purchase such investments products on an advisory basis through Coastal Equities, Inc., please use the Investor Profile Advisory Form for Coastal Investment Advisors, Inc. If the customer opens a brokerage account through Coastal Equities, Inc. or another custodian, this information must be updated in the brokerage/custodial account prior to submission.
- Additional documentation may be required to open these types of accounts.
- Contact your financial professional for more information.

STEP 1. ACCOUNT REGISTRATION								
RR Name		RR No.						
Customer Names(s)  Retirement (Skip to Step 2)	☐ Retail	Account No.  Additional		ed to open these types of accounts. Professional for more information.				
TYPE OF ACCOUNT	ADDITIONAL DESIGNATION		TYPE OF ACCOUNT	ADDITIONAL DESIGNATION				
☐ Individual			☐ Trust	Establishment Date:				
Corporation	☐ C Corp ☐ S Corp			Trust Type:  Charitable				
Corporate Pension/				☐ Living☐ Irrevocable Living				
☐ Custodial	☐ UGMA☐ UTMA Complete Custodian Section			☐ Family ☐ Revocable ☐ Irrevocable				
☐ Estate				Testamentary				
☐ Joint Tenant	Complete Joint Accounts Section		☐ Nonprofit Organization					
☐ Limited Liability/ Company	☐ C Corp ☐ S Corp ☐ Partnership		☐ Partnership ☐ Exempt Organization					
☐ Individual Single  Member LLC			☐ Other					
☐ Sole Proprietorship								
☐ Transfer on Death Individual	Agreement Date:							
☐ Transfer on Death Joint	Agreement Date:							
For Joint Accounts On	ly	<u> </u>						
Are the account holders married to	=	ncy State		Number of Tenants				
Tenancy Clause  Community Property Tenants by Entirety		•	perty with Rights of Survivorship with Rights of Survivorship	☐ Tenants in Common				
For Custodial Account	s Only							
State in Which Gift was Given								
State in Which Gift was Given								

STEP 2. USA PATRIC	71 ACT INI CIVATION									
		from another financial institution, please indicate the or								
☐ Accounts Receivable	☐ Accumulated Savings	Alimony	Gift							
<ul><li>☐ Income From Earning</li><li>☐ Legal Settlement</li></ul>	s ☐ Inheritance ☐ Lottery/Gaming	<ul><li>☐ Insurance Proceeds</li><li>☐ Pension/IRA/Retirement Savings</li></ul>	<ul><li>☐ Investment Proceeds</li><li>☐ Sale of Real Estate</li></ul>							
☐ Spouse/Parent	☐ Rental Income	☐ Sale of Business	Other							
STEP 3. PRIMARY AG	COUNT HOLDER INFORM	ATION (Individual, Joint Holder #	1, Trust or Entity Name)							
		<del></del>								
Name	_									
	☐ Person	☐ Entity								
Social Security (SSN)		Employer Identification Num	per (EIN)							
	☐ Yes ☐ No									
Email	Date of Birth		Specified Adult							
Home Phone	Business Phone		Mobile Phone							
Homo i nono	240000 1		WODIE : NOTE							
Legal Address (no P.O. Box)										
City	_	State/Province	Zip/Postal code							
Country										
Country										
Mailing Address (if different from	legal address)									
	,									
City		State/Province	Zip/Postal code							
Country										
Primary Citizenship(s)		Additional Citizenship(s)								
Gender	Marital Status	•••								
☐ Male ☐ Female	☐ Single	☐ Married ☐ Divorced ☐ Don	nestic Partner							
	_		100tto 1 attaio							
Employment and Industry Affiliation		Chindont								
☐ Employed ☐ Se	elf-Employed Retired	☐ Unemployed ☐ Student								
Occupation		Years Employed	Type of Business							
,										
Employer Name										
' '										
. ,										
Employer's Address										
. ,		State/Province	Zip/Postal Code							
Employer's Address  City		State/Province	Zip/Postal Code							
Employer's Address		State/Province	Zip/Postal Code							
Employer's Address  City		State/Province	Zip/Postal Code							
Employer's Address  City  Country	d Evnerience	State/Province	Zip/Postal Code							
Employer's Address  City  Country  -  General Investment Knowledge an	·		Zip/Postal Code							
Employer's Address  City  Country  General Investment Knowledge an	Extensive Non		Zip/Postal Code							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment	Extensive ☐ Non		·							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment	Extensive Non	e	Investment Experience							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment  Commodities, Futures	Extensive Non estment Type Investment Knowledge Limited Moderate	e	Investment Experience Since Year:							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment  Commodities, Futures  Equities	Extensive Nonestment Type Investment Knowledge Limited Moderate Limited Moderate	e	Investment Experience Since Year: Since Year:							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment  Commodities, Futures	Extensive Non estment Type Investment Knowledge Limited Moderate	e	Investment Experience Since Year:							
Employer's Address  City  Country  General Investment Knowledge an  Limited Moderate  Knowledge and Experience by Investment  Commodities, Futures  Equities	Extensive Nonestment Type Investment Knowledge Limited Moderate Limited Moderate	e	Investment Experience Since Year: Since Year:							

Mutual Funds	Limited	□Мо	derate	☐ Extensive		☐ None	Since Year:			
Options	Limited	□Мо	derate	☐ Extensive		☐ None	Since Year:			
Precious Metals	Limited	□Мо	derate	☐ Extensive		□ None	Since Year:			
Real Estate	Limited	□Мо	derate	☐ Extensive		☐ None	Since Year:			
Unit Investment Trusts	Limited	☐ Mo	derate	☐ Extensive		□ None	Since Year:			
Variable Annuities	☐ Limited	□ Мо	derate	☐ Extensive		□ None	Since Year:			
Leveraged/Inverse ETF's	Limited	☐ Mo	derate	☐ Extensive		□ None	Since Year:			
Complex Products	☐ Limited	□Мо	derate	☐ Extensive		□ None	Since Year:			
Alternative Investments	☐ Limited	☐ Mo	derate	☐ Extensive		□ None	Since Year:			
Other:	☐ Limited	☐ Mo	derate	☐ Extensive		□ None	Since Year:			
Fig. 1. de la fermada de la fe	1	ı				1	1			
Financial Information Annual Income							٦			
From \$		To \$								
Net Worth (excluding primary re	esidence)									
From \$		To\$								
Liquid Net Worth		To\$								
From \$  Tax Bracket	П 15.1% - 32% Г	32.1% -	50%	□ 50.1% +						
Tax blacket 0 = 1370	10.170 - 3270	52.170 -	30 /0 [	30.170 F						
Unexpired Government Identificat	ion						<b>-</b>			
Government Pho	oto ID #1			Government Pho	to ID #2		GOVERNEMENT ISSUED UNEXPIRED			
Type of Unexpired Photo ID		Type of	Unexpired F	Photo ID			PHOTO IDENTIFICATION SHOULD BE PROVIDED FOR ALL INDIVIDUALS THAT			
ID Number		ID Num	ber				WERE NOT VERIFIED USING NON- DOCUMENTARY METHODS, AND FOR NON-			
							RESIDENT ALIENS, ALONG WITH AN IRS FORM W-8BEN.			
Country of Issue		Country	of Issue							
Date of Issue	Date of Expiration	Date of	Issue		Date of	f Expiration				
							_			
Are you an employee of this advisor	firm?			☐ Yes	☐ No					
Are you related to an employee at th	is advisory firm?			☐ Yes	☐ No					
Employee Name	·	Relation	nship							
Are you an employee of a broker-de	aler?			☐ Yes	☐ No					
Broker Dealer Name										
Are you related to an employee at a	broker dealer?						_			
Are you related to an employee at a Broker Dealer Name	Employee Name		Relations	☐ Yes	☐ No		٦			
				•						
Are you maintaining any other broke	rage accounts?			☐ Yes	☐ No		_			
With what firm(s) are you maintainin	g other such accounts?	Years o	f Investment	Experience						
Are you or any member of your imm Member of a stock exchange or the				☐ Yes	☐ No					
Employer authorization is required.							7			
Are you a senior officer, director, or	10% or more shareholder	of a public	c company?	☐ Yes	☐ No					
Company Name(s)										

STEP 4. SECONDARY ACCOUNT HOLDER INFORMATION (Joint Holder #2, Trustee #1, Entity Manager)										
Name		☐ Person ☐	] Entity							
Social Security (SSN)		☐ Feisoii _		Employee Identification Nu	umber (EIN)					
					∕es □ No					
Email		Date of Birth		Spec	ified Adult					
Home Phone		Business Phone		Mobi	le Phone					
Legal Address (no P.O. Box)										
City	City State/Province Zip/Postal Code									
Country										
Mailing Address (if different from	legal address)									
City			State/Province		Zip/Postal Code					
City			State/FTOVITICE		Zip/Fostal Code					
Country										
Primary Citizenship(s)										
Gender		Marital Status								
☐ Male ☐ Female		☐ Single	☐ Married	☐ Divorced ☐ Do	mestic Partner	lowed				
Employment and Industry Affiliati	ons									
☐ Employed ☐ S	Self-Employed	Retired	☐ Unemployed	☐ Homemaker	☐ Student					
Occupation	Years Emp	loyed		Type of Business						
Employer Name										
Employer Address										
City		Chal	e/Province	Zip/Postal code						
City	ad Francisco	Stat	e/PTOVITICE	Zip/Postal code						
General Investment Knowledge an Limited	_	ensive	e							
Knowledge and Experience by Inv	vestment Type									
Investment	Investment Knowled	ge	Ţ	<u>,                                      </u>	Investment Experience					
Commodities, Futures	Limited	☐ Moderate	☐ Extensive	□ None	Since Year:					
Equities	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Exchange Traded Funds	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Fixed Annuities	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Fixed Insurance	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Mutual Funds	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Options	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Precious Metals	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Real Estate	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					
Unit Investment Trusts	Limited	☐ Moderate	☐ Extensive	□ None	Since Year:					
Variable Annuities	Limited	☐ Moderate	☐ Extensive	□ None	Since Year:					
Leveraged/Inverse ETF's	Limited	☐ Moderate	☐ Extensive	□ None	Since Year:					
Complex Products	Limited	☐ Moderate	☐ Extensive	☐ None	Since Year:					

Alternative Investments	☐ Limited	☐ Moderate	☐ Exten	sive	□ None	Since Year:		
Other:	Limited	☐ Moderate	☐ Moderate ☐ Extensive		□ None	Since Year:		
Financial Information	-	1	•		•	1		
Annual Income		Τ- Φ						
From \$ Net Worth (excluding primary	residence)	To \$						
From \$	,	To \$						
Liquid Net Worth								
From \$		To\$						
Tax Bracket ☐ 0 −15%	☐ 15.1% - 32%	ú □ 32.1% - 50	% 🗆	50.1% +				
Unexpired Government Id	entification							
Government P	hoto ID #1		Governmer	nt Photo ID #2		GOVERNEMENT ISSUED UNEXPIRED PHOTO IDENTIFICATION SHOULD BE PROVIDED FOR ALL INDIVIDUALS THAT WERE NOT VERIFIED USING NON-DOCUMENTARY METHODS, AND FOR NON-RESIDENT ALIENS, ALONG WITH AN IRS FORM W-8BEN.		
Type of Unexpired Photo ID		Type of Unexpired P	hoto ID					
ID Number		ID Number						
Date of Issue	Date of Expiration	Date of Issue		Date of Expirati	on			
	,							
L						I		
Are you an employee of this ad	visory firm?			☐ Yes ☐	No			
, , ,	,				No			
Are you related to an employee Employee Name	at this advisory littl?			☐ 162 ☐	NO	1		
Are you an employee of a broke	er-dealer?			☐ Yes ☐	No			
Broker-Dealer Name								
Are you related to an employee	at a broker-dealer?			☐ Yes ☐	No			
Broker-Dealer Name								
Are you maintaining any other b		-		☐ Yes ☐	No			
With what firm(s) are you maint	aining other such accounts	s?						
Are you or any member of your	immediate family affiliated	with or employed by a		☐ Yes ☐	No			
Member of a stock exchange or	the Financial Industry Re	gulatory authority?						
Employer authorization is require	red. What is the affiliation?	Years of Investment	Experience					
Are you a senior officer, directo  Company Name(s)	r, or 10% or more shareho	lder of a public company	?	☐ Yes ☐	No			
Company Name(s)								
STEP 5 OBJECTIV	ES AND INVESI	MENT DETAIL						
Risk Exposure	Low	rate 🗌 Specu	lation	☐ High Risk				
•				☐ Short-Te	orm Croudh			
Account Investment Obje		_ 0		_				
	See Attached Statem	ient of Financial Con	· ·		T .			
Investment	vestment Investment Value Investment Investment Value							
Equities	Value \$		Fixed Annuities		Value \$			
Options	Value \$		Precious Metals		Value \$			
Fixed Income	Value \$		Commodities/Futures		Value \$			
Mutual Funds	unds Value \$		Other Value \$		Value \$			
Unit Investment Trusts	Value \$		Other Value		Value \$			
Exchange-Traded Funds		Other Value \$						
Real Estate	Value \$							
Insurance	Value \$							
		I						

٧	ariable Annuities	Value \$										
nve	Time Horizon and	Liquidity Needs	Liquidity Needs									
		-										
			·									
S	TEP 6. TRUSTE	CONTACT										
	Name							I/We Decline to Pro	vide			
	Email						contac	t the Trusted Contac	ovide a trusted contact, you authorize us to he Trusted Contact and to disclose to the			
							addres	Trusted Contact information about your account to address possible financial exploitation, to confirm the				
	Home Phone	Business Phone	1	Mobile Pho	one		specifics of your current contact information, health status, or the identity of any legal guardian, executor,					
	Mailing Address						trustee	or holder of a power	or attorney.			
	City		State/Provin		Zin/Rootal C	20do						
	City		State/P10VII	ice	Zip/Postal C	Joue						
	Country				1							
S	TEP 7. SIGNATU	IRES										
			ate and complete, and I u	understand a	ind agree that y	ou may re	ely upor	this information in	making any	investment		
		rt changes in my fin	ancial and personal circu	ımstances to	my financial p	rofession	al in a t	imely fashion to ass	sure my inv	estor profile		
		e have received and	d reviewed the firm's For	m CRS, Forr	n ADV II, Retire	ement Inv	estor D	isclosure, Privacy F	olicy, and	my advisors		
	representative For		s of perjury, I certify tha	at								
	<ul> <li>The number show</li> </ul>		3 is my correct Social S		ber or Taxpaye	er Identific	cation N	umber				
	Definition of a U.S. Pe		on (defined below)									
	A individual who is	a U.S. citizen or U.	S. resident alien, or association created or	organized ir	the United Sta	ates or un	der the	laws of the United	States			
	<ul> <li>An estate (other th</li> </ul>	an a foreign estate)		J	Title Office Ota	ates or un	uoi tiic	iaws of the Office	otatos,			
	7 domestic trust (c	o deimed in regular	10113 30011011 00 1.7 70 1-7	,								
Ad	ccount Owner Signature		Printed Na	ıme				Date				
Ic	int Account Owner Signatur	· · · · · · · · · · · · · · · · · · ·	Printed Na					Date				
JU	one recount owner organical	•	i iiiteu iva	iiio				Date				
Fi	nancial Professional Signati	ure	Printed Na	ame				Date				
Sı	mervisor / Principal Signatu	re	Printed Na					Date				

## Agreement: General Terms and Conditions

Relationship In consideration of us servicing direct investments other than those offered through an established brokerage account under or advisement or management ("Direct Business"), you agree to the terms and conditions of this Agreement. There may be additional terms, disclosures or agreements which may be applicable to a particular feature, program, account, product or service provided under this Agreement.

Nature of Relationship We will provide investment advice concerning products from time to time that will execute by subscription, application, or otherwise in a direct business fashion. We will process your subscription or application as a service to you, but you will approve and sign all required documents prior to our processing the order.

Conflicts with Other Brokerage and Advisory Account Agreements To the extent any terms herein conflict with the terms of any other agreements with Coastal or any other Custodian, the terms of this agreement shall control only the extent that such term(s) concern(s) Direct Business defined herein.

Effect of Signature By signing the Signature Section, you agree to this

Agreement and any additional terms, agreements or disclosures we may provide you, which may be incorporated into this agreement for reference.

## Authority and Ownership

Representations By signing this Agreement, You represent and warrant that You and any other individuals who sign on behalf of the named account holder have the authority to effect all transactions and other investments for the Account. If you sign this Agreement on behalf of another person or entity or as a guardian, executor or trustee, you further represent that you have the authority to execute the Agreement on behalf of the other person or entity and that the other person or entity is duly authorized to conduct business in the jurisdiction from which it transacts business.

Additional Certifications You also certify that:

- you are of legal age to enter into contracts in the state where you live;
- no one has any interest in the Account unless such interest is shown in the title of the Account.
- you are not employed by a broker-dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such consent has been provided to us.
- you are not a director, 10% beneficial owner, policy making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company, unless you have so indicated to us, and
- · you are not insolvent.

Agency You appoint us as your agent for the purpose of carrying out your instructions, including those relating to the purchase or sale of securities. You assume all investment risk with respect to such transactions. All transactions will be executed only on your order or the order of your authorized representative, except as provided by this Agreement or otherwise agreed to. As your agent, we are authorized to establish relationships with and to appoint and use sub-agents. You authorize us and our sub-agents to, among other things, maintain customer records; place and withdraw orders; and take other reasonable steps in connection with our duties. We may, at our sole discretion and without prior notice to you, refuse, cancel or restrict your orders.

Customer Identification Program Notice In order to help the government fight the funding of terrorism and money laundering activities, we are required under federal law to obtain, verify, and record information that identifies each person who opens an account with us. When you open an Account, we are required to collect information such as your name, date of birth, permanent physical address, and identification number (typically, your social security number or taxpayer identification number). You may also need to present your driver's license or other identifying documents. You authorize us to verify your identity, creditworthiness, and other information and to provide information about you and your Account to consumer and credit reporting agencies and collection agencies. You also authorize us to obtain copies of your consumer and credit reports, at our discretion, at any time. We may deny your application or order or refuse to provide you with certain services available under this Agreement in our sole discretion for any reason.

<u>Joint Accounts</u> If this is a joint account, unless we notify you otherwise and provide such documentation, as to you require, the Account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this agreement. You shall be fully protected in acting but shall not be required to act upon the instructions of either of us. Each shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by both of us or not.

No Waiver Unless specifically permitted in this Agreement, no provision of this Agreement can be, nor will be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by us. Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

No Liability We shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Account except for gross negligence or willful misconduct on our part.

Severability If any condition or provision of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall

affect only such condition or provision. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as though such invalid or unenforceable condition or provision were not contained herein.

<u>Indemnification</u> You (and each of you, if this is a Joint Account) will indemnify us, our employees, and agents and hold us, our employees, and agents harmless from any loss, damage, or liability arising out of any transaction in which we act, either directly or indirectly, or as your agent (or the agent of one of you), absent any willful or grossly negligent misconduct by us.

#### Definitions

Agreement This agreement, together with any supplemental agreements.

**Account** The relation created by this Agreement and all transactions executed on your behalf pursuant to the terms of this Agreement, and expressly excluding, collectively or individually, any brokerage or custodial account managed or under advisement by Coastal Advisors, Inc.

Affiliates Affiliate(s) means any entity that is controlled by, controls or under common control with the Broker. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

Clearing Broker A broker-dealer that carries your Account under a fully-disclosed clearing arrangement with a broker under which Clearing Broker holds the funds and securities in your Account, clears and settles your transactions and, if applicable, extends margin credit for the purchase and sale of securities. Custodian A broker-dealer, bank, or trust company which holds your assets, including securities and cash

Business Day Monday through Friday, excluding New York Stock Exchange holidays.

"Direct Business" A securities transaction recommended and serviced by Us between on Your behalf, other than a transaction executed by a Clearing Broker or Custodian. Custody of such a securities investment by Clearing Broker or Custodian shall not exclude the transaction from this definition.

Securities or Other Property Money, securities, financial instruments, and commodities of every kind and nature, and related contracts and options, distributions, proceeds, products, and accessions of all property.

We, Our, Ours, and Us The Advisor.

You, Yours, the Undersigned, and the Account Holder The person(s) who sign the Signature Page(s) and enter into this Agreement with Broker.

#### Electronic Delivery Terms

You agree that account communications may be available in an electronic form.

Account communications will be available in portable document format (PDF). You affirm that you have installed a recent version of Adobe Acrobat reader or other software applications that enables you to view and print your account communications. You may print or save a copy of any of the account communications at any time. You may request a mailed copy of any of your account communications by contacting your financial organization.

# ARBITRATION DISCLOSURES

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

- ALL PARTIES TO THIS AGREEMENT RE 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 FRUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERLALY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AAWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- 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.
- THE PANELS OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- 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.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

# ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRRY REGULATION AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE 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; (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 CONSITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HERIN. THE LAWS OF THE STATE OF DELAWARE GOVERN.

ACCEPTANCE: BY YOUR SIGNATURE ON THIS INVESTOR PROFILE, AND/OR UPON YOUR FIRST ACQUIRING AN INVESTMENT IN A DIRECT BUSINESS FASHION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDISIONS OF THJIS AGREEMENT.