
Axos Clearing Account Number



A subsidiary of Axos Financial™

**PRIME BROKERAGE CLEARANCE SERVICES AGREEMENT
SIA FORM 151**

Customer Agreement for Prime Brokerage Clearance Services:

Customer Name: _____ Account Number: _____

This Agreement sets forth the terms and conditions under which Axos Clearing LLC ("Axos Clearing"), its successors and assigns will clear securities transactions for you with such broker-dealer as you may designate, from time to time, as your prime broker ("Prime Broker"), provided that Axos Clearing has entered into a Prime Brokerage Agreement with your Prime Broker with respect to your prime brokerage transactions (hereinafter referred to as "Prime Brokerage Transaction(s)").

For the avoidance of doubt, Axos Clearing is either (i) an executing self-clearing firm or (ii) the clearing firm of an introducing broker acting as an executing broker.

1. Establishment of Account

Axos Clearing will clear your Prime Brokerage Transactions in a broker-dealer credit account established in the name of your Prime Broker and designated for your benefit. On the settlement date for each Prime Brokerage Transaction, Axos Clearing will deliver or receive your securities to or from your Prime Broker against payment in full by or to your Prime Broker on your behalf.

2. Customer Trades

You hereby authorize Axos Clearing to inform your Prime Broker on the OMGEO/DTC ID System, or any successor system, of all the details of each Prime Brokerage Transaction you instruct to be cleared by Axos Clearing for your account, including, but not limited to, the contract amount, the security involved, the number of shares or number of units, and whether the transaction was a long short, or short exempt sale or a purchase (collectively, the "Trade Data"), and you hereby agree to inform your Prime Broker of the Trade Data on trade date by the time designated to you by your Prime Broker. In the event of any discrepancy in the Trade Data reported to your Prime Broker by you and the Trade Data reported to your Prime Broker by Axos Clearing, you shall be responsible for resolving such discrepancy promptly, and you shall be liable to Axos Clearing for any loss, cost or expense sustained by Axos Clearing arising out of such Prime Brokerage Transaction.

3. Applicable Law and Regulations

All Prime Brokerage Transactions shall be subject to all applicable laws and the rules and regulations of all federal, state and self-regulatory agencies including, but not limited to, the Securities and Exchange Commission, all relevant securities and commodity exchanges, the Municipal Securities Rulemaking Board, the Financial Industry Regulatory Authority, the Board of Governors of the Federal Reserve System, and the constitution, rules and customs of the exchange or market (and its clearing house, if any) where executed. In addition, all Prime Brokerage Transactions shall be performed in a manner not inconsistent with the SEC No-Action Letter dated January 25, 1994 relating to prime brokerage services, which was issued by the Division of Market Regulation and all amendments, modifications and supplements thereto (the "SEC Letter"), as the same may be amended, modified or supplemented from time to time.

4. Short, Short Exempt and Long Sales

When placing any order to sell securities short, you are responsible for designating the order as such, and you hereby authorize Axos Clearing to mark the order as being "short" or "short exempt". In placing any long sell order, you will designate the order as such and hereby authorize Axos Clearing to mark the order as being "long". The designation of a sell order as being "long" shall constitute a representation by you that (i) you own the security with respect to which the sale order has been placed and (ii) if your Prime Broker does not have the security in its possession at the time you place the sell order, you shall deliver the security to your Prime Broker by settlement date in good deliverable form and if you fail to deliver as such, pay to Axos Clearing any losses and expenses they may incur or sustain as a result of your Prime Broker's failure to settle any such Prime Brokerage Transaction on your behalf. You further agree to provide Axos Clearing with information concerning any securities borrowing arrangements made by you and/or your Prime Broker in connection with any short sales.

5. Customer Qualification

(a) You shall be required to maintain in your account with your Prime Broker such minimum net equity in cash or securities as may be required, from time to time, by your Prime Broker (the "Minimum Net Equity"), which shall in no event be less than the minimum net equity required by the SEC Letter, as such requirement may be amended from time to time (initially: (i) \$100,000 in cash or securities with a ready market, for trades executed on behalf of a customer account managed by an investment adviser registered under Section 203 of the Investment Advisers Act of 1940 (a "Registered Investment Adviser"), or (ii) \$500,000 in cash or securities with a ready market for trades executed on behalf of an account not managed by a Registered Investment Adviser). You further understand that, in the event your account falls below such Minimum Net Equity, you shall bring your account into compliance in a timely fashion. Each time you enter an order with Axos Clearing, you hereby represent that you shall be in compliance with such Minimum Net Equity or will notify Axos Clearing otherwise.

(b) In the event that your Prime Broker indicates its intention to disaffirm any trade, you hereby authorize and instruct your Prime Broker to provide to Axos Clearing, upon the request of Axos Clearing, the following information: (i) the account or accounts to which any of your orders or trades relate; (ii) the instructions, if any, provided to your Prime Broker regarding the allocation of any orders or trades to any sub-accounts; and (iii) information available to your Prime Broker with respect to any net equity in the account. In addition, this Agreement will serve as further authorization and instruction to your Prime Broker to furnish to Axos Clearing in the event of a disaffirmance all such further and additional information concerning an account as Axos Clearing shall request, provided that such authorization shall have been confirmed by you in a separate letter addressed and delivered to your Prime Broker and Axos Clearing. This paragraph shall remain in effect so long as this Agreement is in effect, shall survive the termination of this Agreement and shall apply to all orders and trades given by you to Axos Clearing for clearance and settlement through your Prime Broker. You hereby agree to release and discharge your Prime Broker from all responsibility and liability arising out of or incurred in connection with your Prime Broker furnishing any information to Axos Clearing pursuant to this paragraph.

6. Confirmations

Axos Clearing shall confirm the Trade Data to your Prime Broker and shall issue a confirmation for each Prime Brokerage Transaction by the morning of the next business day after trade date. As used in this Agreement, the term Business Day means any day which is not a Saturday or Sunday on which the New York Stock Exchange, Inc. is open for business. You may direct Axos Clearing to send confirmations to you in care of your Prime Broker; the form of such directive may be obtained from Axos Clearing and appended to this Agreement.

7. Customer's Settlement Obligation

In the event your Prime Broker indicates its intention not to settle, or fails to settle, any of your Prime Brokerage Transactions, you shall be responsible and liable to Axos Clearing for settling such Prime Brokerage Transaction directly with Axos Clearing in a margin account that Axos Clearing will open or has opened in your name on its books in accordance with Regulation T of the Board of Governors of the Federal Reserve System. Axos Clearing shall send you a new confirmation of the replacement transaction.

8. Discretionary Account

If your account is managed on a discretionary basis by an investment advisor, money manager or other person ("advisor"), you hereby acknowledge that your Prime Brokerage Transactions may be commingled with those of other accounts of your advisor ("sub-accounts"), according to your advisor's instructions, for clearance by Axos Clearing in a single bulk trade and for settlement in bulk with your Prime Broker. You further acknowledge that in the event your Prime Broker indicates its intention not to settle or does not settle such bulk trade because of one or more sub-accounts receiving an allocation, Axos Clearing will either cancel and rebill the bulk trade to reflect the reduction of the securities which were originally allocated to the objectionable sub-accounts or, if permissible, execute a corrected allocation of the Prime Brokerage Transaction to sub-accounts in accordance with your advisor's instructions. To facilitate such allocation, Axos Clearing may open and carry an account in your name on its books and you shall be solely responsible and liable to Axos Clearing for settling such transaction directly with Axos Clearing. You acknowledge that your advisor may resubmit the bulk trade and execute a corrected allocation of the Prime Brokerage Transaction.

9. Fees and Charges

You understand that Axos Clearing may charge commissions and other fees for clearance or any other service furnished to you and you agree to pay such commissions and fees at Axos Clearing's then prevailing rates. You further understand that commissions and service fees may be changed from time to time, upon 30 days prior written notice.

10. Restrictions on Account

You understand that Axos Clearing, in its sole discretion, may refuse to accept or execute Prime Brokerage Transactions on your behalf or restrict or prohibit trading of securities in your account(s) with Axos Clearing or refuse to clear your securities transactions.

11. Default

If; (i) you fail to perform your settlement obligations or in the event your Prime Broker indicates its intention not to settle, or fails to settle, any of your Prime Brokerage Transactions, as set forth in paragraph 7 of this Agreement, (ii) any representation made by you shall have been incorrect or untrue in any material respect when made, (iii) you shall have admitted your inability to, or intention not to, perform any of your obligations hereunder, (iv) you file a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver, or such a petition or proceeding is filed against you, (v) a levy of an attachment is made against your account(s) with Axos Clearing, (vi) you (if a natural person) die or become mentally incompetent or, if an entity, dissolves, or (vii) you shall have otherwise breached the terms of this Agreement (any one being an "Event of Default"), Axos Clearing shall have the right to sell, without prior notice to you, any and all property in which you have an interest held by or for the benefit of Axos Clearing, to buy any property that may have been sold short, to cancel any outstanding transactions and/or to purchase or sell any other securities or other instruments to offset market risk, and you shall be liable to Axos Clearing for all losses, costs and expenses caused by such Event of Default, together with interest earned thereon from the date of such Event of Default at the prime rate, until payment in full is received by Axos Clearing.

12. Legally Binding

You hereby agree that this Agreement and all the terms hereof shall be binding upon you, and if you are a natural person, upon your estate, heirs, executors, administrators, personal representatives, and if you are an entity, upon your successors and assigns. You agree that all Prime Brokerage Transactions shall be for your account(s) in accordance with your oral or written instructions. You hereby waive any and all defenses that any such instruction was not in writing as may be required by the Statute of Frauds or any other similar law, rule or regulation.

13. Clearance Accounts

In the event your Prime Brokerage Transactions are executed by your broker, who has introduced your account to Axos Clearing for clearance services only, you agree that your broker and its employees are third party beneficiaries of this Agreement, and that the terms and conditions hereof, including, but not limited to, the Arbitration and Telephone Conversations provisions, shall be applicable to all matters between or among any of you, your broker and its employees, and Axos Clearing and its employees.

14. Margin Account, Security Interest, Consent to Loan or Pledge Securities

In the event your Prime Broker fails to settle any of your Prime Brokerage Transactions, Axos Clearing shall open a margin account in your name on its books in accordance with Regulation T of the Board of Governors of the Federal Reserve System, and the following terms shall apply:

(a) You hereby agree to deposit and maintain such margin in your margin account as Axos Clearing may in its sole discretion require, and you agree to pay immediately on demand any debit balance therein. Upon your failure to pay, or at any time Axos Clearing deems necessary for its protection, without prior demand, call or notice, Axos Clearing shall be entitled to exercise all rights and remedies provided herein. Unless you advise us to the contrary, you represent that you are not an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933) of the issuer of any security held in your account.

(b) As security for the payment of your obligations to Axos Clearing, Axos Clearing shall have a continuing security interest in all property in which you have an interest held by or for the benefit of the Axos Clearing and may, without prior notice to you, use, apply or transfer any such property. In the event of a breach or default under this Agreement, Axos Clearing shall have all rights and remedies available to a secured creditor in addition to the rights and remedies provided herein.

(c) Within the limits of applicable law and regulations, you hereby authorize Axos Clearing to lend either to itself or to others any securities held by or for the benefit of Axos Clearing in your account, together with all attendant rights of ownership, and to use all such property as collateral for its general loans. Any such property, together with all attendant rights of ownership, may be pledged, repledged, hypothecated or rehypothecated either separately or in common with other such property for any amounts due to Axos Clearing thereon or for a greater sum, and Axos Clearing shall have no obligation to retain a like amount of similar property in its possession and control.

(d) You hereby acknowledge receipt of Axos Clearing's Truth-in-Lending disclosure statement. You understand that interest will be charged on any debit balances in your account, in accordance with the methods described in such statement or in any amendment or revision thereto which may be provided to you. Any debit balance which is not paid at the close of an interest period will be added to the opening balance for the next interest period.

15. Amendment; Entire Agreement

You agree that Axos Clearing may modify the terms of this Agreement at any time upon prior written notice. If such modifications are unacceptable to you, you must notify Axos Clearing in writing within 30 days of Axos Clearing's transmittal of such notice. Your account may then be terminated by Axos Clearing, after which you agree to remain liable to Axos Clearing for all existing liabilities or obligations. Otherwise, this Agreement may not be waived or modified absent a written instrument signed by an authorized representative of Axos Clearing. Except as set forth above, this Agreement represents the entire agreement and understanding between you and Axos Clearing concerning the subject matter hereof.

16. Governing Law

This Agreement shall be governed by the laws of the state of New York without giving effect to the conflicts of law principles thereof.

17. Assignability

This Agreement and the rights and obligations arising out of the Prime Brokerage Transactions cleared pursuant hereto may not be assigned without the prior written consent of the other party, other than by Axos Clearing as part of a general transfer of Axos Clearing's business.

18. Severability

If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement shall continue to remain in full force and effect.

19. Extraordinary Events

Axos Clearing shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, civil disturbances, terrorism, strikes natural calamities, acts or omissions of exchanges, specialists, markets, clearance organizations or information providers, delays in mails, delays or inaccuracies in the transmission of orders or information, governmental, exchange or self-regulatory organization laws, rules or actions or other conditions beyond its control that may delay the performance of Axos Clearing's obligations hereunder.

20. Headings

The headings of the provisions hereof are for descriptive purposes only and shall not modify or qualify any of the rights or obligations set forth in such provisions.

21. Telephone Conversations

For the protection of both you and Axos Clearing, and as a tool to correct misunderstandings, you hereby authorize Axos Clearing in its discretion and without prior notice to you or your advisor, to monitor and/or record any or all telephone conversations between or among you, or your advisor, Axos Clearing and any of Axos Clearing's employees or agents. You acknowledge that Axos Clearing may determine not to make or keep such recordings and any such determination shall not in any way affect any party's rights.

22. ARBITRATION; CONSENT TO JURISDICTION; SERVICE OF PROCESS

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

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.

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD 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.

THE PANEL 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.

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;**
- (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.**

You agree, and by agreeing to maintain an account in the name of your Prime Broker and designated for your benefit, Axos Clearing agrees, that controversies arising between you and Axos Clearing, its control person, predecessors, subsidiaries and affiliates and all respective successors, assigns and employees, whether arising prior to, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be held before Financial Industry Regulatory Authority Dispute Resolution forum ("FINRA-DR"), or, if FINRA-DR declines to hear the matter, before an arbitration forum administered by the American Arbitration Association ("AAA"), or its successor, in accordance with its Commercial Arbitration Rules, including if applicable, its Procedures for Large, Complex Commercial Disputes, then in effect. Such arbitration shall be conducted in accordance with the rules of the applicable forum as in effect from time to time. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

23. Capacity to Contract; Customer Affiliation [applicable only if you are a natural person]

You represent that you are of legal age and that, unless you have notified Axos Clearing to the contrary, neither you nor any member of your immediate family is an employee of any exchange or member thereof, an employee of the National Association of Securities Dealers, Inc. or a member thereof, an employee of any corporation, firm or individual engaged in the business of dealing, as broker or principal, in securities, options or futures, or an employee of any bank, trust company or insurance company.

24. Representations of an Investment Advisor, Money Manager or Other Person

If this agreement is executed by an investment advisor, money manager or other person on behalf of one or more Customers, by signing below, the undersigned advisor represents and covenants to Axos Clearing that: (i) each time it executes an order on a Customer's behalf, such Customer is in compliance with the Minimum Net Equity or it shall notify Axos Clearing otherwise; (ii) it shall not enter an order for a Customer in the event such Customer falls below the Minimum Net Equity; (iii) it will provide Axos Clearing with each Customer's name, address and Tax I.D. Number to enable Axos Clearing to open and maintain an account for each such Customer's benefit; (iv) the undersigned has sufficient knowledge of each Customer to make the representation set forth in paragraph 23 of this agreement, if applicable; and (v) the undersigned has been duly authorized by each Customer to execute this Agreement, to bind each such Customer to arbitration, to enter orders to effect Prime Brokerage Transactions, to execute a directive to Axos Clearing regarding the mailing of confirmations, to disclose such financial information as Axos Clearing deems necessary to effect such transactions and to take such other actions as are contemplated by this Agreement.

If this is a Joint Account, both parties must sign. Persons signing on behalf of others should indicate the titles or capacities in which they are signing.

By signing this Agreement you acknowledge or are deemed to acknowledge that this Agreement contains a pre-dispute arbitration clause at paragraph 22 on page 6.

This Agreement is dated as of _____, 20____

Client Name: _____
(Typed or Printed Name)

Signature: _____

Title: _____

Client Name: _____
(Typed or Printed Name)

Signature: _____

Title: _____

Mailing Address: _____

City, State, Zip Code _____

Accepted by Axos Clearing LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX

INSTRUCTIONS TO THE CLEARING BROKER (THE "CLEARING BROKER") REGARDING THE MAILING OF CONFIRMATIONS

The undersigned customer has entered into an Agreement For Prime Brokerage Clearance Services (the "Agreement") with Axos Clearing LLC ("Axos Clearing") which provides, among other things, that Axos Clearing shall issue a confirmation for each transaction it executes or clears on behalf of the undersigned, unless the undersigned directs Axos Clearing, in writing, to send confirmations to the undersigned in care of the undersigned's prime broker.

The undersigned hereby requests that Axos Clearing, as executing broker or as clearing agent for an executing broker, send confirmations to the undersigned in care of the undersigned's prime broker. This instrument shall not be deemed to be either incorporated in or made a part of the Agreement.

The undersigned acknowledges that if its account is managed on a discretionary basis by an investment advisor or money manager, each confirmation may cover a single bulk trade representing transactions that have been commingled with those of other accounts of the undersigned's advisor.

By accepting these instructions, Axos Clearing hereby acknowledges that this instrument is not a condition for entering into the Agreement or the prime brokerage arrangement. Axos Clearing further agrees that it shall not charge differential fees based on whether an instruction such as this is provided nor shall Axos Clearing otherwise create incentives for the undersigned to execute this instrument.

Signature: _____

Print Name: _____

Title: _____

Account No.: _____

Tax ID.: _____

Accepted by Axos Clearing LLC

Signature: _____

Print Name: _____

Title: _____

This page is to be executed only if you wish confirmations to be sent to your Prime Broker and not to yourself (see paragraph 6 of the attached Prime Broker Agreement).