AUTOTRADE TERMS AND CONDITIONS

AND

LIMITED TRADING AUTHORIZATION

Please return a signed copy of enclosed document to TradeKing Securities by one of the methods listed below. **Please sign the last two pages and return all pages.**

- **Scan and Email documents to:** [service@tradeking.com](mailto:service@tradeking.com)
  Please use this option when possible.

- **Fax:** 866-699-0563
  Please note that if the faxed document is not legible, it will not be processed.

- **Overnight Delivery:**
  TradeKing Securities
  11605 N. Community House Rd. Calhoun Bldg. Third Floor
  Charlotte, NC 28277

- **Regular mail to:**
  TradeKing Securities
  P.O. Box 49050
  Charlotte, NC 28277-3432

If you have any questions please contact TradeKing’s customer service via telephone at **(877) 495-5464** or via email at [service@tradeking.com](mailto:service@tradeking.com).
TRADEKING AUTOTRADE TERMS AND CONDITIONS

Autotrade is a service offered by TradeKing Securities, LLC ("TradeKing") to its customers. Autotrade customers instruct TradeKing to place standing orders for their accounts according to the recommendations of a third party trade advisory newsletter service to which the customers have subscribed. Customers who enroll to use Autotrade services are authorizing TradeKing to purchase and/or sell options contracts (cash or margin), open new option or stock positions, close existing positions, or exercise option contracts in accordance with the instructions in their Autotrade Profile and the recommendations of the trade advisory newsletter service(s) selected. Based on these instructions, TradeKing effects transactions for customer’s accounts without further communication with or authorization from the customer.

TradeKing does not review, monitor, rate or endorse such trade advisory services performance or the appropriateness of the recommended transactions for customers’ accounts. TradeKing acts only upon specific instructions and in an executing broker capacity. TradeKing does not exercise any discretion over customers’ accounts.

Customers are responsible for evaluating any recommendations, advice, instructions and other information and for understanding all such information, including the underlying trading strategies, risks and obligations (including capital requirements) associated with the information.

The publisher of the advisory newsletter may or may not be registered under the investment advisers act of 1940 and inclusion in the Autotrade program does not imply that they either are or are not required to be so registered. TradeKing does not require that the publisher be registered. TradeKing does not review trade advisors experience, credentials, performance or any other factors relating to the trade advisory services or qualifications. TradeKing does not rate, rank or endorse any of the trade advisory services in the Autotrade program and a trade advisor's inclusion in the Autotrade program does not constitute an endorsement or recommendation of any kind. It is the customer’s responsibility to evaluate and select his/her own strategies and advisors.

TradeKing, in its sole discretion, may at any time cease to permit a trade advisory from participating in Autotrade and to honor recommendations from any trade advisory. TradeKing will notify customers of any trade advisory service that is no longer participating in the Autotrade program. If a trade advisory is no longer participating in Autotrade, TradeKing customers who receive such trade advisory's newsletters or other communications will be required to directly enter orders rather than using the Autotrade order entry service, including for existing positions previously initiated by the customer based on such trade advisory's information. From time to time, TradeKing may have advertising and/or marketing agreements with some of the trade advisory services for which it provides Autotrade services. The existence of a marketing agreement does not constitute a recommendation or endorsement of such trade advisory service.

Because of the nature of the communication and processing systems and other factors involved in Autotrade transactions, an individual customer’s order may be processed and executed more slowly than it might be if a customer enters an order without using Autotrade. Moreover, orders entered through Autotrade are subject to errors involving electronic and market systems and processes. The Autotrade service is being provided by TradeKing on a best efforts basis with all orders handled as Market Not Held orders. Certain trade advisors may have specific trade placement rules including but not limited to: gap rules, cancellation times, specific contract/share amounts, trigger range/prices, closing half positions. If a half position order is to be placed, TradeKing will take half of the total share/contract amount, and round down to the next whole number in the case of an odd aggregate share/contract amount. TradeKing, in its sole discretion, may or may not apply a trade advisory's trade placement rules when processing Autotrade transactions. TradeKing may begin or cease applying these rules at any time without prior notification to customers. Customers using Autotrade are expressly agreeing to TradeKing's handling of orders as described in this notice. Customers are responsible for any and all risks associated with such trading, including without limitation, calls for additional funds related to such trading and errors of electronic and market systems and processes.

TradeKing may aggregate orders entered by multiple third party services who may use the same or different third party services and send a single order to the marketplace. If the aggregate order is not filled in full, TradeKing will allocate the partial fill among its customers in accordance with allocation methods. Allocation methods incorporate various factors such as time of order entry and order size.

Autotrade customers must provide accurate information and instructions via the Autotrade Profile. It is the customer's responsibility to monitor all trade activity, update and maintain accurate instructions in its Autotrade Profile on file with TradeKing and to review and immediately notify TradeKing in the event that the customer's personal or financial information changes. TradeKing will continue to process orders for a customer's account in accordance with the customer's Profile unless it is directed in writing to the contrary or the customer's account lacks sufficient equity. TradeKing may notify the publisher of the advisory newsletter to verify a customer's subscription. In doing so, TradeKing may confirm with the third party the customer's name, e-mail address, basic identifying information, whether an order was filled, partially filled or not filled at all. If a customer desires TradeKing to provide a third party with additional information, the customer must provide TradeKing with a written authorization which specifies the information to be provided to the third party. In order to verify a customer's subscription to an advisory newsletter, TradeKing may request a proof of active membership. If the subscription to the advisory newsletter expires or is canceled, the customer is responsible for cancelling...
the Autotrade service online from the TradeKing site or by calling TradeKing. TradeKing will not be held responsible for any Autotrade executions that occur due to the customer not deleting the Autotrade service if the subscription is cancelled with the publisher. Failure to cancel the Autotrade service may result in charges equivalent to the subscription cost to the advisory newsletter or higher. Each customer must submit, understand and consent to the terms of the Autotrade Limited Trading Authorization form.

A margin account coded as a pattern day trader with equity below $25,000 will not be permitted to sign up for Autotrade, the account must be brought up to at least $25,000 in equity. A margin account coded as a pattern day trader will have the Autotrade service removed by TradeKing under the following circumstances. If the account has depreciated under $25,000 by either withdrawals, market depreciation, losses or otherwise, or if the account receives the pattern day coding after being approved for Autotrade with the equity below $25,000. The removal of Autotrade may be done on a best efforts basis with or without prior notification.

In the event the customer wishes to terminate his Autotrade service, he must delete the Autotrade rule on www.tradeking.com; or notify TradeKing in writing by submitting to TradeKing, 13024 Ballantyne Corporate Place, Suite 500, Charlotte, NC 28277, fax 866-699-0563, an Autotrade Termination form.

Autotrade customers agree to follow the trade recommendations of the newsletter in full, including all opening and close trades. Customers will not be able to modify or cancel any Autotrade orders online. All positions created with Autotrade may only be closed with an Autotrade order. Changing the Autotrade service status to Inactive will prevent new positions from being opened, but will not change or cancel any open closing orders placed through Autotrade. With the status set to Inactive any new/updated closing trade notices received will be placed for positions opened with the Autotrade service.

Autotrade orders may be subject to rejection for a number of reasons, erroneous system rejection, a possible unsettled funds violation, daytrade violation, or some other regulatory violation that if closed that instant would place the account on a trading restriction. Once the closing order has been rejected that position will no longer be a part of the Autotrade process. At this point you agree to close out of the position as you see fit, and will not rely on Autotrade to close out the position. The customer agrees to review the Order Status page for daily activity and all orders, including but not limited to reviewing all rejected orders and reasons.

Customers wishing to cancel any open Autotrade orders or to discontinue following the recommendations of any particular third party previously designated by the customer, must contact TradeKing at (877) 495-5464. In the event a customer requests an open Autotrade order to be cancelled, the customer will automatically have their Autotrade service terminated, resulting in a three (3) month waiting period before being allowed to sign up for Autotrade again. If the customer enters a duplicate order to either open or close out a position created with Autotrade, the customer will be held responsible in the event of his account being oversold or overbought.

Autotrade and its components and related materials are provided “as is.” TradeKing specifically disclaims, without limitation, all warranties of any kind whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, non-infringement, or those warranties arising from a course of performance, a course of dealing or trade usage. TradeKing shall have no liability for any claims relating to any software, technology, equipment, information, or materials or that the website or the Autotrade service meets any specific requirements or will be uninterrupted, timely, secure, complete, accurate or free from errors or defects.

TradeKing may at any time amend this Autotrade Terms and Conditions without prior notice to customers. The current version of the Autotrade Terms and Conditions will be posted on TradeKing's web site and a customer's continued Autotrade activity after such amendment constitutes agreement to be bound by all amendments to the Autotrade Terms and Conditions, regardless of whether a customer has actually reviewed them. TradeKing is not bound by any verbal statements that seek to amend the Autotrade Terms and Conditions.

Accounts enrolled in Autotrade are subject to additional risks including but not limited to the ones listed above. Autotrade is only offered to accounts that have designated their investment objective as “Speculation”. By signing this form you are instructing to request an update your account investment objective to “Speculation”.

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TRADEKING
AUTOTRADE LIMITED TRADING AUTHORIZATION

I hereby authorize TradeKing, LLC (“TradeKing”), through the Autotrade service and in accordance with TradeKing’s Autotrade Terms and Conditions, as the undersigned’s agent and attorney-in-fact to buy, sell (including short sales) and trade or otherwise acquire including without limitation stocks, and/or puts, calls, options or other contracts relating to the same on margin or otherwise, in the undersigned’s name and for the undersigned’s account held at Apex Clearing Corp.

This authorization is limited to purchase (cash or margin) and sales transactions only and does not afford the TradeKing to transfer securities and/or disburse funds from my account. TradeKing is directed to follow instructions provided by me in my Autotrade Profile submitted by me. I ACKNOWLEDGE AND UNDERSTAND THAT TRANSACTIONS MAY BE AUTOMATICALLY EXECUTED IN ACCORDANCE WITH THE PARAMETERS ESTABLISHED BY AUTOTRADE WITH OR WITHOUT MY CONSENT AT THE TIME OF EXECUTION. I acknowledge that it is my responsibility to monitor, update and maintain accurate instructions in the Profile, and that I will immediately notify TradeKing in the event that my personal or financial information changes. I understand that I am responsible for understanding the underlying strategies automated by Autotrade, and that I am responsible for any risks, losses or additional calls for funds related to such trading. Further, I acknowledge that the Autotrade service is offered on a Best Efforts, Not Held basis, and that I am subject to risk from errors of electronic systems, communications and markets.

Apex Clearing Corp. may accept and rely upon any instructions received from TradeKing concerning my account and shall have no obligation to determine whether such instructions received from TradeKing or its representatives, employees, or other agents are in accordance with the terms of this authorization. I hereby agree to indemnify and hold harmless the TradeKing and Apex Clearing Corp. from and to pay promptly on demand any and all losses arising there from or debit balances thereon. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights that TradeKing and Apex Clearing Corp. may have under any other agreement or agreements with me.

If any provision of this authorization or indemnity shall be rendered invalid for any reason, the provisions of this agreement shall be deemed modified or superseded as the case may be and these provisions shall in all respects continue and be in full force and effect. I further agree that this authorization and indemnity shall remain in full force and effect until a written Autotrade Termination form is received by TradeKing at 13024 Ballantyne Corporate Place, Suite 500, Charlotte, NC 28277, fax 866-699-0563, but such termination shall not affect any liability resulting from transactions initiated prior to such revocation.

_________________________                  ____________________     __________
Signature                        Date                        Joint Holder’s Signature     Date

_________________________  __________________________
Print Name                  Print Name

Account Number: ________________

Accounts Cleared Through Apex Clearing Corp.  
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