

## ELECTRONIC ACCESS AND TRADING AGREEMENT

1. **SCOPE.** This Agreement (the "Agreement") governs the use of electronic trading services (the "Service") offered by Precision Securities, a FINRA and SIPC member firm ("We" or "Us"), which may include: (a) electronic services with respect to transactions (each, a "Transaction") in securities and other financial instruments, which may be executed with or through Us; (b) the display or transmission of orders or indications of interest; and (c) additional services made available in connection with our electronic trading activities.

2. **TERMINATION.** Either party may terminate this agreement at any time and for any reason. Termination will not release either party hereto from any liability or responsibility that arose from or occurred in connection with this Agreement prior to such termination. We may suspend, change, limit or terminate at any time, for any reason, and without notice, any, all, or part of the Service, or your access to the Service.

3. **USE OF THIRD PARTY.** Services are offered in partnership with third party vendors that will require you to agree to and abide by certain terms and conditions. You agree to abide by any and all agreements with such third party vendors to the extent they do not come into conflict with this Agreement.

4. **TRANSACTIONS.**

### **Stop Orders**

(b) Stop orders at Precision Securities are placed and triggered at the Order Management System (OMS) level. Orders are held by the OMS, and not directed to the routing destination as a live order until the OMS determines the price conditions to release the order as live to the routing venue. Precision Securities will not be held liable for any orders rejected by the route once the order becomes live upon release. Precision Securities will also not be held liable for any OMS data issues that results in a failure of the stop being released upon meeting a price condition. You are solely responsible for reviewing and maintaining all orders to avoid any issues in regards to rejected and/or untriggered stop orders.

### **Dividends, Stock Splits & Reorganizations**

The client is held responsible to monitor any position changes dealing with dividends, stock splits, and

reorganizations, as the OMS may not reflect the changes in quantity and/or price.

We have no obligation to accept, or to execute or cancel, all or any part of a Transaction or instruction that you seek to execute or cancel through the Service. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and may execute any Transaction on the terms actually received by us. We have no responsibility for orders declared null and void because they are deemed to be clearly erroneous by FIRNA or any other regulator. You will use the Service and enter into Transactions only for your own benefit and account(s) and will not use the Service on behalf of third parties.

5. **COVENANTS.** You are not registered as a broker-dealer or investment advisor with the Securities Exchange Commission and are not participating in any activities that would require you to be registered as a broker dealer or investment advisor under the applicable U.S. securities laws. You agree that your use of the Service will comply with all applicable laws, rules and regulations (including any registration, licensing and membership requirements) and with the policies and practices of securities and futures exchanges and clearing houses, alternative trading facilities, and self-regulatory organizations, and the policies and procedures applicable to the Service and this Agreement and any other agreement between you and us, as may be amended from time to time, including rules regarding short sales under U.S. securities laws. You are solely responsible for your compliance with the applicable laws, rules and regulations, including suitability requirements and the preparation and/or filing of any reports to any relevant exchange and/or any other regulatory authority.

6. **EMPLOYEES, CONTRACTORS AND/OR OTHER TRADERS.** The use of the Service is provided to you and you alone. It is your responsibility to maintain the confidentiality of the user ID and password used to access the Service. Should you employ, contract or otherwise engage traders ("Traders") and desire to grant access to the Service to the Traders, you will notify us prior to granting such access. All Traders with access to the Service are bound by all terms and conditions contained herein. Traders must comply with all U.S securities laws and

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regulations, including the rules and obligations of the exchanges and market centers the Traders utilize through use of the Service. You are responsible to determine if Traders have the appropriate background and level of sophistication to ensure compliance with the Agreement. You are additionally responsible for training Traders that do not possess an appropriate level of sophistication prior to granting them access to the Service.

7. **SHORT SALES.** You will abide by all short selling rules and regulations, including those promulgated under Regulation SHO. You understand and agree that under no circumstances will you use the Service to engage in naked short selling. You agree to specifically designate any orders to sell a security which you do not own as a short sale, and you understand that you will mark such orders as a short sale. You agree that any order which is not specifically designated as a short sale is a sale of securities owned by you and that you will deliver the securities on or before settlement date, if not already in the account. In the event you fail to make such a delivery in the time required, we are authorized to either borrow or buy back such securities as necessary to make delivery and settle the Transaction. You agree to be responsible for any loss you may thereby sustain, or which you may sustain, as a result of your inability to deliver such securities.

8. **LIMITATIONS OF LIABILITY.** (a) We, our managing directors, partners, officers, directors, affiliates, members, employees and agents (each of whom is a "Related Party," except that in no event shall you be deemed a "Related Party") have no liabilities, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Service, or for delays or omissions of the Service, or for the failure of any connection or communications service to provide or maintain your access to the Service, or for any interruption in or disruption of your access or any erroneous communications. We are not liable for any special, indirect, incidental or consequential damages which you may incur or experience as a result of entering into this Agreement or relied on the Service, even if we know of the possibilities of those damages. You are solely responsible for any losses, damages or costs resulting from your reliance on any data or information provided to you in connection with your use of the Service.

(b) You will indemnify, protect, and hold harmless CenterPoint Securities, Precision Securities and our Related Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees)(collectively, "Losses") resulting from, relating to, or arising out of your breach of this Agreement, the use of, or inability to use, the Service, or your violation of any applicable law, rule or regulation in connection with the use of the Service by you, including any breaches of the security of the Service (including any access or entry into any of our other systems not covered by this Agreement), except to the extent such Losses are due to our willful misconduct.

(c) In Section 8 the terms "we", "our" and "us" include our Related Parties and any third party service providers selected by you or us in connection with the Service (collectively, the "Included Parties"). The included Parties are third party beneficiaries of this Agreement.

(d) Orders that you enter through the Service are routed to various third party systems, markets or exchanges (each, a "Third Party System") that we offer in an effort to maximize the effectiveness of the Service. Ultimately, you will choose the route to where you want your Transaction directed. Orders will not be directed on your behalf. Neither we, nor our Related Parties, are responsible for any losses, damages or costs that may result from the acts or omission of any Third Party System, including errors made by any Third Party System in reading, processing or executing such orders, or if any Third Party System otherwise fails to properly execute such orders.

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9. REORGANIZATION. From time to time positions you hold in your account may undergo a reorganization, resulting in stock dividends, cash dividends, stock splits, reverse stock splits, new share issuance or symbol change, or various other reorganizations that substantially change the disposition of the securities held in your account. You are responsible for understanding the terms and conditions of any reorganization, including, but not limited to, the effective date of any such reorganization, share quantities as a result of any stock split, reverse split or stock dividend, and any liability you may have as the result of maintaining a short position in a security that undergoes a reorganization. It is important that you understand that the electronic systems used in providing the Service may not update a change to your securities positions that resulted from securities reorganizations. We are not liable for any loss, direct or indirect, you may incur as a result of reorganizations, the liabilities they create, or any transactions you affect as a result of your lack of knowledge or understanding of a securities reorganization.

10. DATA AND INFORMATION. With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Service, (i) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (iii)

you will use such data and information solely for the purposes set forth in this Agreement and any other agreement between you and us that applies to Transactions; (iv) such data or information is proprietary to us and any such provider and you will not retransmit or disclose such data or information to third parties; and (v) you will use such data and information solely in compliance with applicable laws, rules and regulations.

11. SUITABILITY. You will make your own independent decision to access or use the Service or to execute any Transaction and you acknowledge and agree that the Service does not and will not serve as the primary basis for any or your investment decisions concerning your accounts. We do not, and will not under any circumstances, solicit Transactions. All transactions entered by you through the service will be unsolicited orders. You are solely responsible for the determination of suitability of your Transactions and suitability as it pertains to the use of the Service. We do not and will not provide you with legal, tax, estate planning, accounting advice or advice regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You acknowledge that none of the information that may be provided by us in connection with the Service is intended as tax, legal or investment advice. **YOU ACKNOWLEDGE THAT YOU ALONE ARE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF INVESTMENT CHOICES AND INVESTMENT STRATEGIES IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES. YOU UNDERSTAND THAT WE ASSUME NO RESPONSIBILITY FOR SUCH DETERMINATIONS.**