

# Axos Clearing Cash Plus Account

**Axos Clearing Internal Use Only**

Bank No 418	Sys: 5436	Prin: 2800
Agent:	922 Mailing YES NO	Fund: 001

Account Number: 141000	
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This form is used to add the Axos Clearing Cash Plus Account (ACCPA) feature to your existing brokerage account. The ACCPA includes Check writing and VISA Debit card (if elected) privileges for qualified account holders. The initial fee for the application and annual fees will apply. Please consult with your Introducing Broker Dealer (“IBD”) or Registered Investment Adviser (“RIA” or “Adviser”), as applicable, for eligibility and applicable fee schedules.

**ACCOUNT INFORMATION - REQUIRED**

<b>Account Title (Name of this account)</b>		
<b>Type of Account</b>		
<input type="radio"/> Individual	<input type="radio"/> Joint Account	Complete Steps 1 & 2 below
<input type="radio"/> Traditional IRA	<input type="radio"/> Rollover IRA	Complete Steps 1 & 2 below
<input type="radio"/> Beneficiary IRA	<input type="radio"/> SIMPLE IRA	<b>See IRA ACCPA Agreement for additional details</b>
<input type="radio"/> SEP IRA		
<input type="radio"/> Roth IRA Has the 5 years requirement been met? <input type="radio"/> Yes <input type="radio"/> No		
<input type="radio"/> Trust	<input type="radio"/> Corporate/LLC/Partnership/etc.	Complete Steps 1 & 3 below

**STEP 1: PRODUCT INFORMATION**

Select one of the following choices. The first 40 checks are provided at no charge and will automatically be sent to the address of record. **Step 2 or Step 3 must be completed regardless of selection.**

<input type="radio"/> <b>ACCPA VISA Debit Card &amp; Check writing - Indicate VISA Debit Cards requested (1 – 4 allowed)</b> _____ <input type="radio"/> <b>ACCPA Check writing only</b>
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**STEP 2. APPLICANT INFORMATION (Individual, Joint and IRA Accounts Only)**

The following named person(s) are currently authorized signatories of the Account named herein with full power to effect deposits or withdrawals to or from the Account.

<b>Account Name – Must match Brokerage Account Title</b>			<b>Primary Phone Number</b>
<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>ZIP Code/Postal Code</b>

<b>SIGNATURE CARD – ALL FIELDS ARE REQUIRED</b>					
	<b>Print Name/Title (21-character limit)<sup>1</sup></b>	<b>SSN</b>	<b>Mother’s Maiden Name<sup>2</sup></b>	<b>Date of Birth</b>	<b>Signature/Date</b>
<b>1</b>					<b>x</b>
<b>2</b>					<b>x</b>

<sup>1</sup>The name that will appear on the VISA card shall not exceed 21 characters in total. Spaces and punctuation will be included in the character count. <sup>2</sup>Mother’s Maiden Name/Security Code – must be a word 4 to 12 alpha characters in length. Your response will be used for validation purposes whenever you contact UMB Bank, n.a.

By signing above, you affirm that all information provided on this form is correct and complete. You further affirm you have the authority to open and use this account. You authorize Axos Clearing LLC (“Axos Clearing”), your IBD or RIA (as applicable), and UMB Bank, n.a. or its bank affiliates (collectively, the “Bank”) to gather and exchange information. Each account holder agrees to the terms of the ACCPA Agreement, which includes the Check writing Services Terms and Conditions, Electronic Fund Act Disclosure, and the Visa Debit Card Application Agreement printed below.

**IRA Accounts only:** Additionally, I acknowledge and understand that any distributions from my IRA may be subject to ordinary income tax. This agreement contains my election not to have income tax withholding apply to check distributions, as further described in the IRA ACCPA Agreement, and I hereby acknowledge having read and understood the Notice of Tax Withholding on IRA Payments therein. Participation in the ACCPA replaces all other distribution methods available as a non-participant.

Account Number: 141000

**STEP 3. APPLICANT INFORMATION (Business Accounts)**

The following named person(s) are currently officers/trustees/general partners/other authorized signatories of the Entity named herein, and any of them is/are currently authorized under the applicable governing document to act with full power to effect deposits or withdrawals to or from the Account for the Entity.

Account Name – Must match Brokerage Account Title – Only 21 characters allowed			Entity name printed on card <input type="radio"/> YES <input type="radio"/> NO		Tax Id Number
Mailing Address	City	State	ZIP Code/Postal Code		Primary Phone Number

**SIGNATURE CARD – ALL FIELDS ARE REQUIRED**

	Print Name/Title (21-character limit) <sup>1</sup>	SSN	Mother's Maiden Name <sup>2</sup>	Date of Birth	Signature/Date
1					x
2					x
3					x
4					x

<sup>1</sup>The name that will appear on the VISA card shall not exceed 21 characters in total. Spaces and punctuation will be included in the character count. <sup>2</sup>Mother's Maiden Name/Security Code – must be a word 4 to 12 alpha characters in length. Your response will be used for validation purposes whenever you contact UMB Bank, n.a.

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**CLIENT DO NOT WRITE BELOW THIS LINE**

(FOR IBD or RIA USE ONLY)

IBD General Principal or Adviser Signature  x	Print Name	Date
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**ACCPA AGREEMENT**

By signing and returning a completed form, you acknowledge that you understand and agree to each of the terms and conditions stated herein. You further acknowledge and understand that this form, and the terms and conditions stated herein, shall supplement your Customer Agreement governing your account carried by Axos Clearing LLC, which shall continue to remain in full force and effect.

**CHECK WRITING SERVICES TERMS AND CONDITIONS**

**Check writing Authorization.** If you have requested check writing privileges for your brokerage account ("Account"), your IBD or RIA (as applicable) and Axos Clearing must first approve your application. By requesting the check writing privilege, you authorize Axos Clearing and the Bank to honor and pay checks drawn on your Account. You appoint the Bank as your agent for the purposes of this ACCPA Agreement. The Bank is authorized upon presentation of checks to transmit the payment information derived from such checks to withdraw funds in the Account in an amount sufficient to pay such checks and to affect their payment. You also agree that the Bank may honor electronic payments to and from the Account as authorized by you, when such payments are processed in accordance with law and the applicable payment systems rules. By requesting the check writing privilege, you authorize Axos Clearing and the Bank to withdraw funds in the Account to pay a check or other such electronic debits. Withdrawal of funds is always subject to the acceptance of Axos Clearing, the Bank, or other Axos Clearing vendors. Both Axos Clearing and the Bank may refuse any withdrawal that you attempt on checks or other forms not approved by Axos Clearing and the Bank or by any method Axos Clearing does not specifically permit. Axos Clearing and the Bank reserve the right to terminate your check writing privileges in their sole discretion at any time.

Axos Clearing may amend the ACCPA Agreement terms and conditions at any time. Upon receipt of notification, relevant amendments will be binding on you and the Account. Further, it is agreed that payments made from the Account under this ACCPA Agreement are governed by the laws, including the Uniform Commercial Code, as enacted in the State of Missouri, as amended from time to time.

**Sufficient Funds.** By requesting the check writing privilege, you agree that you will not write checks or authorize other electronic debits on your Account in amounts exceeding the amounts of funds in the Account and available for payment at the time the check is presented. If the value of your Account after the withdrawal is less than the amount of the check or debit, the check or debit will be returned unpaid and marked to indicate insufficient funds, and a returned item fee will be charged against your Account.

**Authorized signers.** Your signature(s) as represented on this application will serve as a signature card to participation in Axos Clearing's check writing services. In providing such signature(s), you represent and warrant that each signature set forth is a genuine representation of each respective authorized signer. Only one (1) signature will be required to authorize each check.

**Indemnification.** By requesting the check writing privilege, you agree to indemnify and hold harmless Axos Clearing, its agents, vendors, and affiliates, the Bank, and any of their affiliates, directors, officers, employees and agents, from and against any loss, claim or liability that arises in connection with the processing, clearing, payment or dishonor of any check written or other electronic debit authorized by the authorized signer(s) or reasonably believed to have been written or made by the authorized signers. In the event Axos Clearing, its agents, vendors, and affiliates, or the Bank is deemed liable for any unauthorized payment or any failure to honor a stop payment order that has been properly given, such liability shall not exceed the face amount of the check or other payment improperly made.

**Account statements.** By requesting the check writing privilege, you agree to examine your account statements promptly when received and to notify your IBD or RIA (as applicable) promptly, and at most within thirty (30) days of receipt of a statement, of any checks charged against the Account that you did not write and of any other errors, omissions, alterations, forgeries or other fraudulent occurrences. Failure to notify your IBD or RIA (as applicable) within that time will preclude any claim against Axos Clearing, its agents, vendors, and affiliates, the Bank and any of their affiliates, directors, officers, employees and agents by reason of any unauthorized or missing signature, alteration or error of any kind.

**Copies of cancelled checks.** Copies of checks that have been paid against your Account will not be returned to you. At your IBD's or RIA's (as applicable) request, Axos Clearing shall provide copies of checks paid against the Account or other Account documentation, provided such checks or documents are available under the Bank's record retention policies. A processing fee will apply for such requests.

**Loss of checks.** By requesting the check writing privilege, you agree to notify your IBD or RIA (as applicable) promptly, within 24 hours, of the loss or theft of any of your checks or your checkbook. You agree further, to report a theft of your checks or checkbooks promptly to the police, to obtain a copy of the police report resulting from your report and to provide a copy of such police report to your IBD or RIA (as applicable) and/or Axos Clearing upon request.

**Stop Payments.** To request a stop payment, contact your IBD or RIA (as applicable). You must provide the following information: Check writing number; amount; Check number; name of party to be paid; date; and your name and address. Stop payment orders are valid for six months from the date submitted to the Bank, unless you renew the order for an additional 6 months. A request to reverse a stop payment order must be directed to your IBD or RIA (as applicable). Stop payment orders are subject to the current charge for that service.

**Cooperation in event of fraud.** By requesting the check writing privilege, you agree that, in the event of any fraudulent occurrence in your Account, including, but not limited to, the writing of forged checks against your Account, the altering of checks written against your Account, or the forging of endorsements on checks written against your Account, you will report such fraudulent occurrence promptly to the police, obtain a copy of the police report resulting from your report and provide a copy of such police report to your IBD or RIA (as applicable) and/or Axos Clearing upon request. Further, you will cooperate with the police, your IBD or RIA (as applicable) and/or Axos Clearing, their agents, vendors, and affiliates, the Bank, and any of its agents, vendors, or affiliates in any investigation of such fraudulent occurrence, and you will complete and swear required affidavits promptly, accurately and thoroughly. You understand that, if you fail to abide by these terms, delays may result in regaining access to assets in your Account.

**Axos Clearing LLC Contact Information:** Axos Clearing LLC  
15950 West Dodge Road, Suite 300  
Omaha, NE 68118  
or call (866) 774-0218

#### ELECTRONIC FUND TRANSFER ACT DISCLOSURES

Automated Clearing House ("ACH") debit entries will be accepted for Accounts that have elected the check writing redemption privilege. An example of an ACH debit is a transaction in which you have given your insurance company or health club the right to withdraw your monthly payment from your Account. Sometimes, you may give a merchant from whom you wish to purchase goods the right to convert your check to an ACH debit. You may also authorize a third party to initiate an individual payment in a specific amount from your Account by providing your account information and authorization to such third party via the Internet or telephone. The important information and disclosures set forth below apply to such electronic fund transfers and the Accounts to which they are made.

**Use of account numbers.** Upon receipt of an ACH debit entry referencing your account number, you authorize us to withdraw funds from your Account to pay the entry to the third party originating the debit. You agree that we will make the payment on the basis of the account number that you provide to your merchant and will not compare this account number with the name on the Account. Neither Axos nor the Bank or any other person or system handling the transaction is required to determine if there is a discrepancy between the name and the account number shown on the transfer instructions.

**Sufficiency of account balance.** The payment of any ACH debit entry will be subject to sufficient funds being available in the designated Account; we will not be able to honor an ACH debit entry if sufficient funds are not available. You agree not to initiate or authorize any ACH debit entry transaction on your account in amounts exceeding the balances in your Account. Axos Clearing and the Bank may refuse to honor ACH debit entry transactions whenever the right of redemption or withdrawal has been suspended or postponed, or whenever the Account is otherwise impaired. Your Account statement will show ACH debit entries to your Account; you will not receive any other separate notice. (Merchants are permitted to convert your checks into ACH debits only with your prior consent.)

**Preauthorized transfers originated by third parties.** You may authorize payment of a specific amount to be made from your Account directly by Axos Clearing and the Bank to third parties on a continuing periodic basis. To arrange for this service, you should contact the person or company you will be paying. Any preauthorized transfers will be subject to sufficient Account balances being available in the designated Account. A preauthorized transfer will continue to be made from the Account in the same amount and frequency as initially established until you terminate the preauthorized transfer instructions with the person or company whom you have been paying. If regular preauthorized payments may vary in amount, the person or company you are going to pay should tell you ten (10) days before each payment will be made and how much the payment will be. If you wish to terminate the periodic preauthorized transfers, you should do so with the person or company to whom you have been making payment.

**In case of errors or questions about your transactions.** Call your IBD or RIA (as applicable) if you think your statement is wrong or shows an improper transfer or if you need more information about a transfer listed on the statement. Normal business days are Monday through Friday except holidays. Your IBD or RIA (as applicable) must hear from you no later than sixty (60) days after the problem or error first appeared. Failure to notify within sixty (60) days after the posting date of the transaction may result in additional funds being lost. When reporting the error, you must provide the following information: your name, and Account number, description of the error or the transfer you are unsure about, and the dollar amount of the suspected error. Your IBD or RIA (as applicable) will require that you send your complaint or questions in writing within ten (10) business days. If it is determined an error occurred, corrective action will be taken. If more time is required, however, it may take up to 90 days to investigate your complaint or question. Requests that are provisionally credited to your Account will be determined within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes Axos Clearing and the Bank to complete the investigation. If you fail to submit your complaint or questions in writing within the required ten (10) business days period, your Account may not be credited, or the provisional credit previously applied will be removed. You will receive the results within three (3) business days after the investigation is completed. If there was no error, you will receive a written explanation. You may ask for copies of documents that were used in the investigation.

**Liability.** Axos Clearing and the Bank will not be liable to you if (i) there are not sufficient funds available in your Account to complete a request, (ii) circumstances beyond our control (such as fire or flood or malfunction of equipment) prevent the transfer as requested, (iii) you or someone acting at your direction have supplied a merchant or other payee with incorrect Account information, or (iv) a merchant or other payee have incorrectly formulated an ACH debit entry. In any case, our liability shall not exceed the amount of the transfer in question. Neither Axos Clearing nor the Bank will be liable in any instances involving negligence or willful misconduct on the part of any parties involved in the relevant transaction.

**Disclosures of information to third parties.** Axos Clearing and the Bank will disclose information to third parties about your Account or the transfers you make: (1) where it is necessary for completing the transfers, (2) in order to verify the existence or condition of your Account for a third party such as a credit bureau or a merchant, (3) in order to comply with legal and regulatory requirements, (4) in accordance with our privacy policy and otherwise permitted by law or regulation, or (5) if you have given us written permission.

**Fees and charges.** Fees for services may apply to the Account. A three percent (3%) International Transaction Assessment fee will be applied to each Transaction occurring in a country outside the United States or U.S. Territories. Please contact your IBD or RIA (as applicable) for more information.

**Governing law.** You acknowledge and agree that ACH debit entry transactions are governed by the rules of the National Automated Clearing Association ("NACHA") Operating Rules and any local ACH operating rules then in effect, and, if your Account was opened primarily for personal, family or household purposes, by Regulation E of the Federal Consumer Financial Protection Bureau. The acceptance and processing of ACH debit entry transactions is established solely for your convenience, and both Axos Clearing and the Bank reserve the right to suspend, terminate or modify your ability to withdraw funds from your Account by ACH debit entry transactions at any time.

## VISA DEBIT CARD APPLICATION AGREEMENT

Each person signing the application for a Visa Debit Card (a "Card") above (an "Applicant") hereby applies to UMB Bank n.a. (the "Bank") for a card as set forth above.

If this request is approved by the Bank and a Card is issued, each Applicant understands that the Card(s) will be mailed to Applicant accompanied by an agreement (the "Cardholder Agreement") setting forth the terms and conditions governing the Card. Applicant understands and agrees that the Card and use of the Card will be governed by the Cardholder Agreement, as amended by the Bank from time to time.

Applicant understands and agrees that the Bank may provide information about the Card and Applicant's use of a card to the company shown on this application, the applicable fund and other service providers, in order to process card transactions or otherwise provide card services.

IF THE ACCOUNT FROM WHICH DEBITS ARE TO BE MADE IS A JOINT ACCOUNT, ALL PERSONS NAMED ON THE ACCOUNT MUST SIGN THIS APPLICATION.

Note: Axos Clearing and the Bank comply with Section 326 of the USA Patriot Act. This law requires us to verify certain information about you while processing your Application.

## IRA ACCPA AGREEMENT

If you are age 59 ½ or older, you can begin to take distributions from your IRA without a penalty. With an Axos Clearing IRA, you can do this simply by writing a check or using a VISA debit card. \*

- SIMPLE IRAs must be open and funded for a minimum of two years before they become eligible for IRA ACCPA.
- Beneficiary IRAs do not have a minimum age required of 59 ½. You may apply for ACCPA at any time.
- Roth IRAs must be open for a minimum of five years in addition to the standard age requirement.

\*Services fees may apply.

### Tax Withholding Election

You understand that by enrolling in IRA ACCPA you are electing out of federal and state tax withholding on each IRA distribution.

### Distributions

You understand that any check written by you or VISA transaction initiated by you will be considered a distribution for federal income tax purposes and will be reported by Axos Clearing to the Internal Revenue Service ("IRS") at year end, and that the taxable portion thereof will be subject to tax as ordinary income. The distribution will be reported to the IRS as taken in the year in which your IRA is debited rather than the date appearing on any check or VISA transaction.

You understand the federal income tax withholding provisions applicable to IRA distributions and that an election regarding withholding must be made before any distribution can be taken. In order to use IRA ACCPA, you understand that you must choose not to have tax withheld with respect to check or VISA distributions and you hereby so elect. You acknowledge having read and understood the "Notice of Tax Withholding on IRA Payments" set out below and understand that you may revoke or change your election not to have tax withheld from check or VISA distributions at any time. You further understand that, in the event that you change your election, you will no longer be able to use the IRA ACCPA service and must select another method of distribution.

By signing this agreement, you authorize Axos Clearing LLC ("Axos Clearing") to cancel or discontinue any other automated distribution programs on this account.

### Notice of Tax Withholding on IRA Payments

The federal income tax law requires that federal income tax be withheld at a fixed rate of 10% of the taxable amount of distributions made from an IRA unless you elect not to have tax withheld. As withdrawals from an IRA via the Axos Clearing ACCPA service originate with you, you as the account holder must elect not to have the 10% withheld from check distributions or VISA transactions in order to use this service. You acknowledge that are electing to not have federal income tax withheld from check distribution(s) or VISA transactions, you may be responsible to pay estimated income taxes and you may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient. You understand that Axos Clearing does not give legal or tax advice in connection with this form or the distributions made from an IRA, and you are advised to consult with legal, tax, and/or financial planning professionals, including your IBD or RIA (as applicable), before completing and returning this form and/or making any withholding elections or distributions from an IRA.