



TradeStation Account Application - TradeStation IRA Accounts - Midland

REOUIRED

Please carefully review all of the content in this package, including all of the information below and in each of the required agreements and other documents listed below (which each can be opened and read from the links below and are all easily accessible at www.tradestation.com through the link "Important Documents and Information"). PLEASE READ ALL AGREEMENTS AND DOCUMENTS CAREFULLY, including the ones listed below and on the website, which are legally binding on you to the same extent as if set forth fully in this package. Once you have reviewed and agreed with each document, but not before, you should sign below where indicated. We strongly recommend that you print a copy of each agreement and document for your records, as your acknowledgment and acceptance of these agreements and other documents are legally binding on you and create estoppel and affirmative defenses against you, and you agree that they do so no differently than if each one was individually signed by you in ink and delivered to TradeStation in person.

You understand and agree that the respective customer account agreements which will apply to, and govern, your account relationships with TradeStation companies are as follows: (1) for an Equities account (including for equity/index options trading), solely the TradeStation Securities, Inc. Customer Account Agreement for Equities, together with the Master Securities Lending Agreement, and (2) for a Futures and/or Futures Options account, solely the TradeStation Securities, Inc. Account Agreement for Futures. Also, there are supplemental agreements, disclosures and other documents which will apply to one or more your accounts (as set forth below) which you must agree to, accept and acknowledge. Depending on which accounts you are applying for, the following apply and govern:

TradeStation Securities, Inc. Accounts - Equities & Options (Agreements, Disclosures, Disclaimers and Assumption of Risk):

TradeStation Securities, Inc. Customer Account Agreement for Equities

Master Securities Lending Agreement

TradeStation Technologies, Inc. Subscription Agreement

User Agreement (Websites, Electronic Services, Social Media and Education)

Investment and Trading Disclosures Booklet - Equities & Options

TradeStation Securities, Inc. Accounts – Futures & Futures Options (Agreements, Disclosures, Disclaimers and Assumption of Risk):

<u>TradeStation Securities, Inc. Customer Account Agreement for Futures</u>

TradeStation Technologies, Inc. Subscription Agreement

User Agreement (Websites, Electronic Services, Social Media and Education)

<u>Investment and Trading Disclosures Booklet - Futures & Options on Futures</u>

Firm Specific Disclosure Statement - CFTC Rule 1.55

The TradeStation Technologies, Inc. Subscription Agreement is a separate license agreement governing your use of TradeStation and third-party software and market data/content for Equities and Futures accounts, and the User Agreement (Websites, Electronic Services, Social Media and Education) applies to your use of those products and services offered by any of the TradeStation companies. We also direct you to review our Privacy Policy on the TradeStation website.

Please be aware that you acknowledge and agree that even if you are not applying to open a particular kind of account in this application, but already have such type of account (for example, you already have a Futures or Equities account, and are not applying for one in this application), the applicable agreements and documents listed above which pertain to those accounts will now apply to all of your existing accounts (for example, all of the agreements and documents listed above for Equities accounts, in their current form, now apply to all of your existing Equities accounts, and all of the agreements and documents above listed for Futures accounts now apply, in their current form, to all of your existing Futures accounts). You agree, intending to be legally bound, that any future action you take in any of such existing accounts constitutes irrevocable and unconditional acceptance by you of the current form of each of such agreements and documents (as same my later be amended or modified).

This account application, together with all of the applicable agreements, acknowledgments, representations, warranties, notices, disclaimers and assumptions of risk contained in this application and any of such documents, including those listed above on this page (collectively, the "Agreement"), may from time to time be modified or amended, in whole or in part, by any reasonable method of notice to you, including posting on a TradeStation website, platform application you use, or other electronic communication, and you agree that any transaction or activity you initiate in any of your accounts after such modification or amendment constitutes your unconditional acceptance of any such modification or amendment.

You represent and affirm that (1) you are a self-directed online investor or trader, and the sole reason for your account(s) is for you to invest in and trade, online, the market assets offered by such account(s), (2) you have the financial ability to withstand a total loss of all funds and other assets you deposit or maintain in any of your accounts, (3) all funds or assets





REQUIRED

deposited or later deposited in any of your accounts are and will be your personal funds or assets, and have not been and will not be solicited or sourced from any third party, and any withdrawals you make from any of your accounts will be transferred solely to an account in your name, under your control, and which only you own, and (4) no third party has or will have any direct or indirect ownership or other beneficial or financial interest in those funds or assets, or any asset or other property purchased with or through the use of such funds or assets, or in any of your accounts, in any manner.

AGREEMENT TO ARBITRATION OF DISPUTES RELATING TO EQUITIES ACCOUNTS: If you are applying for an Equities (Equities & Options) account, you acknowledge and affirm that you have read and agree to the pre-dispute arbitration provisions set forth in section 38 of the TradeStation Securities, Inc. Customer Account Agreement for Equities.

ELECTION OF ARBITRATION FOR DISPUTES RELATING TO FUTURES ACCOUNTS: If you are applying for a **Futures or Futures Options** account, you acknowledge and affirm that you have read the **pre-dispute arbitration provisions** set forth in **section 38 of the TradeStation Securities, Inc. Account Agreement for Futures**, and that you are making the following election **(please type your initials - must choose one)**:

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I (We) Accept the Arbitration Provision	I (We) Decline the Arbitration Provision

U.S. citizens and U.S. residents only — Tax Withholding Certification. Under penalty of perjury, you certify that: (1) the number provided by you in this account application is your correct taxpayer identification number; (2) you are not subject to backup withholding because (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding; (3) you are a U.S. person (which includes being a U.S. resident alien); and (4) the FATCA code(s) entered in this account application (if any) indicating that you are exempt from FATCA reporting is correct. You understand that if you are not a U.S. person, or have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you may not sign below and you must contact us to complete your application so that we can apply any required backup withholding. Note: The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding. If this is a joint account, each joint account owner is separately making the certification.

You confirm and affirm that all information, representations, warranties, affirmations, acknowledgements and agreements that you have provided or made in this application are voluntarily and knowingly given and made, are true, complete and accurate, and not misleading in any respect, and you will promptly notify us in writing if any of the information or any representation you have provided materially changes or ceases to be true, complete and accurate.

By signing below, you hereby execute and deliver the Agreement, intending to be legally bound by it.

Account Owner's Signature	SIGN	Date
Print Name of Account Owner		