

**OTCCBB/Pinksheet Security Deposits
Client Acknowledgement**

To: My introducing broker dealer (“my broker dealer” or “introducing broker”) and AXOS Clearing LLC, its officers, directors, parents, subsidiaries and affiliates (hereinafter collectively “LC”) . LC and my broker dealer and/or introducing broker are hereinafter collectively referred to as “You” or “Your”.

I, the undersigned, acknowledge and affirm in connection with my desire to deposit and/or sell the below referenced security that I am aware of and agree to the following terms and conditions:

1. I understand that delivery by me of these securities in certificate form does not constitute “good delivery” according to the policies of LC.
2. I acknowledge that these securities are owned by me and were acquired in a bona fide and legal transaction. Furthermore, I acknowledge there is no reason for concern by LC that these security positions will be called back by the issuer or subject to a stop transfer by the transfer agent.
3. I am aware that a sale of these securities may not be permitted by LC until such time that LC is satisfied that they are eligible for sale and transfer, without fear of impairment or violation of law or industry rule. I am also aware that my broker dealer and LC will take reasonable precautions to determine that, at present, there are no pending restrictions or a STOP transfer pertaining to any certificate. Finally, I understand that LC may require confirmation that the shares are fully paid and non assessable.
4. I acknowledge that I may not be able to sell the securities at the time of my choosing and the market price for these securities may change substantially between the time that I initially make the deposit and the time when I am actually able to make a sale. I acknowledge and accept the risk in this regard.
5. I acknowledge that it is the policy of LC to not allow OTCBB/Pinksheet securities to be transferred between and/or among accounts.
6. I acknowledge that it is the policy of LC to not facilitate the “free delivery” of securities deposited in certificate form to other DTC members. Should I desire to receive my securities, I acknowledge that LC will request a certificate representing my ownership in the issue to be delivered to me or my broker dealer, whichever is appropriate, through the issuer’s transfer agent and I will be responsible for all costs associated with such request..
7. I acknowledge that it is the policy of LC to deny the facilitation of third party wires. Should I desire that funds be wired out of my account I acknowledge that LC will only wire those proceeds to a like name account and accept full responsibility for the information provided to LC instructing it to send the wire.
8. I acknowledge that LC (at the instruction of my broker dealer) may impose reasonable charges for its services in connection with, inter-alia, the receipt, verification, and cost of financing of the referenced securities and agree to be bound by such. I acknowledge that I have been informed of the associated charges included in Exhibit A.
9. I acknowledge these securities are not the subject of any unrestricted sales of unregistered securities.
10. In consideration of Your acceptance of these securities, I agree to indemnify and hold You harmless against any liability, loss or expense (including any legal fees and expenses reasonably incurred by You) arising out of the sale and/or transfer of these securities including but not limited to failure of these securities to transfer promptly or buy-in resulting from failure to deliver shares to the purchasing broker.

Client Print Name/Title

Date

Client Signature

Corporation Name

Introducing Broker Principal Acknowledgement

Print Name/Title

Signature

Date

Certificate Number

Number of Shares/Issuer

**Policy Relating to OTCCBB/Pinksheet Security Deposits
Client Acknowledgement**

Exhibit A

Receipt/Verification fee: \$1,000.00 per item.

Illiquid transaction fee:

Charges for transactions in what NSCC deems to be illiquid securities will be imposed based on the value attributed to the position by NSCC.

- \$.00 to \$3 Million – Broker Call plus 4% from trade date through and including settlement date;
- Greater than \$3.0 Million to \$5 Million – Broker Call plus 5% from trade date through and including settlement date;
- Greater than \$5.0 Million to \$10 Million – Broker Call plus 6% from trade date through and including settlement date; and
- Greater than \$10.0 Million – Broker Call plus 8% from trade date through and including settlement date.

I understand that I can contact my broker for further details relating to these fees.

Client Initials

Date

Principal Initials

Date