



## **CUSTOMER ACCOUNT AGREEMENT**

Folionet Financial LLC is a registered broker-dealer member of FINRA and SIPC. You understand that below are the terms and conditions that will govern your relationship with Folionet Financial LLC once your account is submitted for approval to open. This agreement may be modified or amended periodically so its latest version may be requested at [info@folionet.com](mailto:info@folionet.com). It is your responsibility to follow changes to this agreement since you will abide by any revised terms and conditions. This agreement contains a PREDISPUTE ARBITRATION CLAUSE.

Folionet Financial LLC enters into this agreement with you, an individual of legal age in the jurisdiction where you reside who holds capacity, power, and authority, to perform all the duties and obligations herein. It is your obligations to notify us immediately if you, or an immediate family member, currently is, or becomes registered with FINRA, the SEC, Commodities Futures Trading Commission, a commodities or futures contract market or association, a state securities agency, or a securities exchange or association. In addition, the same disclosure requirement applies if you, or an immediate family member, currently is, or becomes an officer, director, or 10% shareholder of any publicly traded company, an "investment adviser" (according to the Investment Advisers Act of 1940), or employee of a bank or organization that would be exempt from registration by federal or state securities law in a capacity where an individual may need to be registered if such exemption did not apply.

Folionet Financial LLC, nor any of its employees, provides investment advice, recommendation of securities, transactions, orders, discretionary trades, makes markets in any security, or research. Folionet Financial LLC may provide news, graphs, or other material, obtained from third parties, and only to be used for information or educational purposes. Employees at Folionet Financial LLC will only provide assistance limited to explanation of the technology and its functionality.

All trades are self-directed and initiated by you. You are solely responsible for investments decisions and orders conducted. Folionet Financial LLC is an agent that receives instructions from you according to the terms and conditions provided in this agreement and other legal documents. Folionet Financial LLC provides its services through electronic means and you agree to abide accordingly. It is at your sole risk to provide access to information and/or conduct transactions to any third party.

When opening an account and conducting transactions you agree that you are responsible for each security purchased, sold, or maintained. These responsibilities may include, but are not limited to, merger, splits, reorganization, privatizations, change of symbol, rights, warrants, change of name, and dividends, among others, including some with expiration such as redemption dates, call dates, canceled, or modified. Folionet Financial LLC may, although is not obligated to, notify you of the above mentioned events, or take action on your behalf without your specific instructions, following applicable laws and regulations. Folionet Financial LLC is not liable to any action or inaction related to these specific events which are your responsibility.

Read your account and confirmation statements thoroughly to make sure that all transactions that are shown are ones that you actually made or authorized. If you see a mistake, error, or information that



doesn't seem right, contact Folionet Financial LLC immediately and follow-up in writing to confirm any oral communication or understanding with a representative from Folionet Financial LLC.

## **SIPC**

Folionet Financial LLC is a member of the Securities Investor Protection Corporation ("SIPC"). Our clearing Firm Apex Clearing Corporation ("Apex") is also a member of SIPC. You understand that SIPC currently provides protection for securities and cash in your account for up to \$500,000 of which a limit of \$250,000 may be in cash.

SIPC coverage does not protect against market volatility and risks associated with investing, including possible loss of your entire principal amount invested. We encourage you to visit SIPC at [www.sipc.org](http://www.sipc.org), or at telephone +1 (202) 371-8300, to obtain a brochure and additional information about your protection.

You understand also that your clearing firm Apex, in order to supplement SIPC protection, has purchased an additional insurance policy through a group of London Underwriters (with Lloyds of London Syndicates as lead underwriter). Please contact Apex directly at (214) 765-1009 for additional information.

## **CLEARING**

The clearing agent for your account is Apex. Folionet Financial LLC and Apex are not related. Apex's responsibility to you is to provide notices related to your accounts for execution, clearing, and bookkeeping of transactions, with a copy to Folionet Financial LLC. Folionet Financial LLC is not an agent of Apex. For additional information please review Apex's account agreements and disclosures provided at your account opening process.

## **DATA PROVIDED BY FOLIONET FINANCIAL LLC**

Folionet Financial LLC does not make any guarantees related to market data feeds obtain by you through the mobile application or client web portal. You are aware there may be discrepancies between market data presented in the mobile application or web portal, real time market data, and executions. Folionet Financial LLC is not responsible for the accuracy of the market data displayed.

## **ARBITRATION**

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

1. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements, and other discovery, is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

## **TAXES**

You are liable for compliance with United States tax regulations. If you are not a United States citizen, United States resident, or United States based entity, you are still responsible and subject to certain aspects of the jurisdiction of the United States tax authorities. You may be subject to withholdings, tax payments, and other obligations related to your account, in addition to foreign tax rules.

Folionet Financial LLC does not provide any type of tax or legal advice. You are responsible for obtaining guidance and advice on tax, legal, and accounting matters, related to your account.

United States citizens, United States residents, and United States based entities are responsible for paying all applicable federal, state, and local taxes and fees. If you are not a United States citizen, United States resident, or United States based entity you may also be responsible for federal, state, and local taxes and fees.

If you are not a United States citizen, United States resident, or United States based entity you agree to be in compliance with your local tax jurisdiction(s) in regards to your investment account(s) at Folionet Financial LLC.

## **ACCOUNT RESPONSIBILITY AND ACCESS**

You assume complete responsibility for all the transactions and investment decision in your account. It is your responsibility to monitor your investments and communications frequently.

You are responsible for keeping your login information (username and password) confidential. If you become aware of unauthorized use (by theft, loss, or any type of event that would compromise your



confidential information), or notice any type of trade order, execution, holdings, deposits, balances, history, withdrawals, or any other activity which you did not conduct, it is your responsibility to contact and notify Folionet Financial LLC immediately and confirm in writing via email.

It is your responsibility not to store any account information on your mobile device (e.g. tablet or mobile telephone) or other networks where third parties may have access.

In the event of any potential fraudulent activity, you authorize to give us access (or a third party assisting Folionet Financial LLC) to your mobile device, computer, network, and any other means necessary to complete an investigation.

Folionet Financial LLC is not responsible for any disruptions in trading, withdrawals, deposits, or any other type of activity that may be delayed as a consequence of these potential fraudulent events. In addition, if communications are intercepted by third parties and used for fraudulent purposes you agree to hold Folionet Financial LLC harmless for such unauthorized access regardless of the cause.

## **ACCOUNT OPENING**

As a financial institution, Folionet Financial LLC creates a complete profile of every customer to follow federal laws and regulations in addition to international standards. These includes obtaining name, address, email, telephone number, date of birth, and other personal information that Folionet Financial LLC may deem appropriate to create an account profile.

In addition, you must provide copies of driver's license, passport, foreign national identification document, or any other personal identifying information that may assist Folionet Financial LLC in completing your profile.

Consequently, Folionet Financial LLC will conduct a background check relying on the information received, its own database, and those of third party vendors to verify and confirm the information provided.

After an account is opened, Folionet Financial LLC conducts ongoing profile and background checks. However, it is your responsibility to notify Folionet Financial LLC immediately in writing for any change in your profile information. Any inaccuracy in your information or change of profile may immediately warrant a limitation or full restriction of your account, including closure.

All information provided to Folionet Financial LLC during the account opening process and thereafter must be accurate, complete, and true. If any information changes you must provide notification in writing within 5 days of the changes taking place. Providing false information is a federal crime.

## **ORDERS & EXECUTIONS**

You understand that, subject to the terms of an order, the method of execution of that order is in the sole discretion of Folionet Financial LLC. The execution of an order may be delayed, rejected, or reviewed, for reasons such as systems outages, market conditions, capacity limitations, other customer orders in the



same security, regulatory restrictions, or any other reason deemed by Folionet Financial LLC for the type of security.

You understand financial markets are volatile by nature. The price of an executed trade may differ from quotes or data provided moments earlier. Folionet Financial LLC is not responsible for executions in the market of orders whether they are limit, market, stop, or stop limit. Execution prices vary according to trade size, for number of shares, or for dollar amount transacted. You are responsible to placing limit orders to avoid exceeding your desired trade amount.

The time an order is submitted by a customer to the time an order is received at Folionet Financial LLC may vary depending, among others, on type of mobile device, speed of internet connection, and location. It is even possible that Folionet Financial LLC may reject or cancel an order, and cannot guarantee that an order will be accepted. You are responsible for verifying the execution or non-execution of an order.

Folionet Financial LLC will not be liable for any losses incurred while introducing, conducting, sending, or executing an order.

Technical reasons or other market factors may delay or impede the execution of an order. You understand that although these are not customary, they are not uncommon, and as a result Folionet Financial LLC is not liable for any disruptions in your orders.

It is your responsibility and you agree to pay for any securities purchase before or on settlement date as indicated in the confirmation of the transaction. Certain transactions may be denominated in foreign currency and any payment received from them will have the fluctuation of the exchange market. The transactions in foreign currency, at the sole discretion and rate exchange determined by Folionet Financial LLC, may become immediately converted to US dollars.

Short sales can only be conducted in margin accounts. You promise to deliver securities when they are sold as part of your holdings, thus you agree to conduct "sell orders" only for securities owned. To conduct a "short sale" you must place the transaction as such and provide sufficient collateral. You may even be required to provide additional collateral according to securities regulation and/or as Folionet Financial LLC may see appropriate. Selling securities short is a very risky strategy, as possible gains are limited and possible losses unlimited.

If the securities sold short are not received on or before settlement date, Folionet Financial LLC at its sole discretion may purchase the position in the open market, and close the short position. You will be responsible for all resulting losses incurred in the transaction, aside from any commission or fees.

Folionet Financial LLC, at its sole discretion, is authorized to sell any and all securities, or close short market positions, or cancel outstanding orders, whenever it deems it necessary for its own protection or to cover indebtedness in your account, without regard to any tax or other consequences to you. Folionet Financial LLC previous notice, contact, call, or demand, before conducting such transactions does not waive its rights act.

## **PENNY STOCKS**

Thinly traded securities (such as Bulletin Board or Pink Sheet Stocks) are highly volatile as a result of their low volume of trading. If you decide to conduct trading on these securities, you may frequently encounter executions delays, unexpected price changes or even unique rules applicable only to these types of securities. We reserve the right to request from you only limit trade orders in certain securities available.

## **LOW PRICED SECURITIES AND TRANSACTIONS**

Certain low priced securities will not be available for trading.

## **MARGIN TRADING**

The use of margin credit as a trading strategy is very risky. It's most important effect is that you can lose more money than you invested if the security price or market goes against your positions. A customer trading on margin must have a clear understanding of his strategy, risk tolerance, objectives, and financial implications. You will incur in lending interest charges for the outstanding amount of funds owed.

It is very important you review and understand all margin disclosures provided before you engage in any trading involving this strategy.

## **NO FREE RIDING**

You must strictly comply with Regulation T of the Federal Reserve Board regarding the extension of credit. Failure to comply may include account closing, trading restrictions, among others. A prohibited activity, known as "free riding" is the practice of buying and selling securities without actually having the capital to cover for the trade. This type of violation of the credit extension provisions of the Federal Reserve Board will cause an immediate account freeze for 90 days. During this period you will have a cash-up-front restriction to purchase any securities.

## **EXCHANGE TRADED FUNDS (ETFs)**

ETFs are investments not suitable for every customer. Among others, they may not replicate the underlying asset they represent, can be very volatile, and may incur expenses and other fees for its holders. Leveraged ETFs are highly risky and only suitable for specific knowledgeable investors. Inverse ETFs or inverse leveraged ETFs are also highly risky and only suitable for specific knowledgeable investors.

You are responsible for reviewing the prospectus, and also for understanding any tax consequence that may arise out of ETFs investments. Contact the ETFs sponsor or other information industry provider to understand clearly this type of investments before trading.

## **FREE CREDIT BALANCES**

Folionet Financial LLC is not required to pay interest on money market funds or free credit account balances. From time to time, Folionet Financial LLC may pay interest on credit balances. Apex, from time to time, may pay Folionet Financial LLC rebates for free credit account balances, money market funds, and margin debit balances.

You authorize Folionet Financial LLC to invest free credit account balances and redeem money market funds without further notice.

## **FEES, COMMISSIONS AND CHARGES**

Folionet Financial LLC provides on its website an updated summary version of its commissions and fees schedule. Also, interest rates charge for debit balances will be outlined on the same document. It is your responsibility to review in detail the summary commissions and fees schedule, request a complete list of all commissions and fees before conducting any activity, or contact Folionet Financial LLC for any questions or clarifications.

Different commissions apply to different services; therefore careful review of the document is highly advised. Ongoing revisions and adjustments of fees and commissions to better serve our customers will be conducted without prior notice. You agree to continually monitor the commissions and fees schedule, in addition to interests charged on debit balances, since these will be applied to your account without prior notice.

Interest owed for debit balances in your account are payable immediately on demand and charged to your account. Failure to have enough balances in the account may prompt your account for liquidation to cover the balance or collection, on which you will incur penalty or other fees, aside from reasonable attorney's fees.

## **ACH**

Folionet Financial LLC offers Automatic Clearing House ("ACH") payments to deposit (incoming) or withdraw (outgoing) funds to/from your brokerage account, if your bank is a member of the ACH system. Deposits via ACH may take several days to be available in you brokerage account for trading.

Because a customer can dispute a charge for up to 60 days at their bank account, funds can only be withdrawn 65 days after they were deposited. Funds will only be returned to the same bank account from which they were withdrawn. Contact Folionet Financial LLC for any questions or clarifications regarding this very important issue.

ACH can only be conducted if the name on the bank account matches the same name on the brokerage account. If there is a joint account, then one of the names has to match on both accounts.



ACH deposits may be returned for different reason including insufficient fund at bank account, duplicate transaction, or incorrect account numbers, among others. You are liable for any ACH reversal or return as they will incur a fee.

## **WIRE TRANSFERS (DOMESTIC & INTERNATIONAL)**

Wire transfers can only be received from an account of the same customer registered at the Folionet Financial LLC account. Likewise, wire transfers will only be sent to the account of the same registered customer at Folionet Financial LLC, which has to match the same account details that originated the account funding. Contact Folionet Financial LLC for any questions or clarifications regarding this very important issue.

It is very important that before sending a transfer to deposit or requesting a wire to withdraw funds, you ensure that all information (including account number, routing number, bank name, BIC/SWIFT, among others) is accurate, as Folionet Financial LLC will not be responsible for erroneous, mismatched, rejected, or lost wire transfer, in addition to any fees charged by Folionet Financial LLC, Apex, or any originating, final, or correspondent bank involved in the process. Folionet Financial LLC has the right to refuse to pay a wire for a designated bank account or recipient, including you.

Wire transfer requests received will be processed promptly; usually within a one business day period. Once a transfer request is submitted Folionet Financial LLC cannot guaranteed that it can be edited, amended, or cancelled. You are responsible and will indemnify and hold harmless Folionet Financial LLC from any loss related to any issue arising out of the erroneous transfer request.

In order for a domestic or international wire transfers to process correctly, the total amount of funds must be available in cash in the account, in addition to any fee that will be charged for the service process.

Folionet Financial LLC strongly advises customers to submit wire transfer requests with enough time as any unforeseen processing delay may extend the traditional approval process. Also, Folionet Financial LLC advises customers to confirm that they hold the dollar amount desired to transfer, already settled in their account.

Folionet Financial LLC will use its best discretion to execute a transfer request and reserves the right to use any fund transfer system or intermediary or correspondent bank in the process, which may incur additional fees for the customer. Folionet Financial LLC is not responsible for any currency exchange conversion rates and fees that may be involved in the process. Incoming and outgoing wire transfers are to be received and send in US Dollars currency.

You are solely responsible for any fees or commission that any originating, correspondent, intermediary, or recipient bank may charge.





## **ORAL/TELEPHONE COMMUNICATIONS**

Folionet Financial LLC will act upon oral instructions given by you once it reasonably believes to have confirmed your identity. Certain restrictions may apply to your oral requests, and as such you may be asked to submit in writing.

Folionet Financial LLC reserves the right to record and monitor periodically its telephone conversation with you. Folionet Financial LLC shall not be liable for oral instructions received when they appear to be genuine. Folionet Financial LLC does not provide access to those calls as it cannot guarantee that they were recorded and retained.

## **INTERNET & ELECTRONIC COMMUNICATIONS**

By submitting an application or any other document, or an electronic signature, you confirm that you are legally bound as if the document was provided to you in a paper document. The relationship with you and Folionet Financial LLC will be governed by this agreement, and you agree not to contest the validity, admissibility, or enforceability of an electronic stored copy of such. You also accept further notices by electronic means only.

This agreement may be amended, modified, or adjusted periodically. It is your responsibility to request the most updated version for your review and consideration.

Electronic communications are periodically monitored and stored. Unless authorized to do so, we do not accept client confidential information (such as social security numbers, passport numbers, among others). Any electronic communication received from you will be addressed by Folionet Financial LLC within a reasonable period of time.

Access to all your communications (account statements, confirmations, notices, disclosures, among others) will be available for viewing online, and some will have email notifications send to the email address on file (paper statements and paper trade notifications sent to a physical address are optional and will incur additional cost). You agree to save and print all these documents for your personal records.

You agree that all communications via email or regular paper mail, shall be deemed as if it were given personally to you, whether you actually reviewed them or not. Folionet Financial LLC strongly advise you to read carefully all electronic communications received from Folionet Financial LLC.

With this document you consent to receive electronic delivery of all documents related to your account, including: notices, disclosures, statements, regulatory communications, activity confirmation, and any other record regarding your account, issuer of a security, or any other party.

## **ELECTRONIC DELIVERY**

Folionet Financial LLC will periodically provide important information on the website, through the mobile application, and by email. It is very important to maintain an updated email address on file, as this will be



the primary means of communicating important account information. It is your responsibility to ascertain that email messages from Folionet Financial LLC are transmitted correctly to your main email folders, and are not mark as junk or spam mail.

All documents delivered, send, or notified by Folionet Financial LLC must be reviewed by you in detail and handled in a promptly manner. Any objection to the content of those documents must be provided in writing no later than 48 hours after they were delivered.

Paper delivery of account documents is provided for customers who prefer this method of communication. You have the right to change accounts documents from electronic delivery to paper delivery anytime, or inversely, whenever you deem appropriate; however, it may take a considerable time period for the new delivery method to take effect. Before a new method is imposed, the prior delivery method will stand as a valid method of communication.

Folionet Financial LLC advices to review in detail the Fees and Commissions schedule where there is a summary of the fees that may apply to certain types of deliveries and how they may apply to your selection.

It is very important to review and understand all the information and implications regarding your selection to receive electronic delivery of documents. You must have internet access, a valid and accessible email address, and ability to download the mobile application and conduct required updates. You agree as well to contact us and provide us immediately with a new email address in writing, once you obtained a new one.

## **STATEMENT AND CONFIRMATIONS**

Folionet Financial LLC will make notifications of trade confirmations and accounts statements and other important documents, as soon as they are completed. Once you receive notification of availability of these documents, you will have forty eight (48) hours in case of trade confirmations and also forty eight (48) hours in case of accounts statements to notify us in writing of any objections to the information in those documents as they shall be binding after that period. Folionet Financial LLC has the right to validate or not any objections, but in no way should be responsible for losses arising out of a transaction conducted. It is your responsibility to take immediate action.

## **PUBLICATIONS AND MARKETING**

Folionet Financial LLC does not provide personalized information or investment advice on any publication or marketing material, including its website, news, media, trading platform, social media, or any other channel of communication, among others. They are solely for marketing purposes and shall not be applied to your personal financial circumstances. Folionet Financial LLC does not have the responsibility of determining suitability for your transactions.

## **AGREEMENT**

This agreement shall govern the relationship between Folionet Financial LLC and you. It shall bind any heirs, assigns, executors, administrators, and others who may hold an interest in your account in the future. You may not reassign this agreement, rights, or obligations, to a third party. Folionet Financial LLC may sell, transfer, or assign your account, including this agreement, at any time, without your prior consent.

Terms and conditions on the website, confirmations, statements, this agreement, and other legal information, contain the entire agreement between Folionet Financial LLC and you, and it supersedes all prior communications of any type if they are not consistent with these documents.

Important information is updated periodically on the website, mobile application, or through your online account. It is your responsibility to obtain access, review the information, and understand it, as you are agreeing to be bound by it.

This agreement could be modified, changed, or amended, without prior notice, and only in writing. It will be posted on the website, your account documentation, or communicated by email. Your continued account use after such change constitutes your agreement that you have reviewed the document and acknowledge to be bound by it.

Folionet Financial LLC may unilaterally terminate this agreement without any reason or cause. Folionet Financial LLC may close your account, deactivate, or limit access, at its sole discretion. Likewise, you may terminate this agreement and close your account after paying any outstanding obligations, prior written notice. You will be liable for obligations incurred before and after termination notice.

All rights and remedies under this agreement held by Folionet Financial LLC are cumulative and not exclusive of any other rights or remedies entitled by law.

The website, application, communications, and all other marketing materials are intended for individuals in countries where the products and services of Folionet Financial LLC can be legally offered, and is not a solicitation. Folionet Financial LLC accepts unsolicited accounts from non-United States residents, after a number of requirements are reviewed and approved.

The terms and conditions stated herein, together with any other documents you and Folionet Financial LLC enter into related to your account which may include procedures, statements, confirmations, products, and services, among others, will constitute the entire agreement with respect to the matters specified herein, and no other oral or written statements shall be binding upon the parties.

The heading of each provision throughout this agreement are for reference purposes only. They shall not in any way qualify or modify any rights or obligations set forth in each provision.

## **APPLICABLE LAW**



By Santos Capital Group

All transactions and agreements between you and Folionet Financial LLC will be governed by laws in the State of Florida, in addition to applicable federal securities laws. These may be rules and regulations by the Financial Industry Regulatory Authority ("FINRA"), Securities and Exchange Commission ("SEC") federal, and other state or self-regulatory agencies.