Customer Agreement

This Customer Agreement ("Agreement") governs your brokerage relationship with Adelphi Stock Brokers Inc. ("Adelphi", "we," "us," or "our").

Certain accounts, including Individual Retirement Accounts ("IRAs"), are subject to additional agreements, including the Adelphi IRA Custodial Agreement and IRA Disclosure Statement. Those documents are separate governing agreements and are incorporated by reference where applicable.

In the event of a conflict, the IRA Custodial Agreement governs tax-qualified IRA matters, and this Agreement governs brokerage services, execution, custody, and platform use.

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" refers to the brokerage account you open and maintain with Adelphi, including any sub-accounts, sweep vehicles, money market funds, cash balances, securities positions, and any other financial assets or liabilities recorded therein.

1.2 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Adelphi.

1.3 "Applicable Law" means all federal, state, and local laws, rules, regulations, and self-regulatory organization ("SRO") requirements including, without limitation, those of the U.S. Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), the Municipal Securities Rulemaking Board ("MSRB"), the Depository Trust & Clearing Corporation ("DTCC"), the Depository Trust Company ("DTC"), the National Securities Clearing Corporation ("NSCC"), the Federal Reserve Board, and any national securities exchange.

1.4 "Business Day" means any day on which the New York Stock Exchange ("NYSE") is open for trading. Unless otherwise specified, deadlines and cutoffs referenced in this Agreement refer to Business Days.

1.5 "Clearing Agency" means DTC, NSCC, or any other clearing organization, settlement agent, custodian, or transfer agent used by Adelphi to facilitate clearance and settlement of transactions.

1.6 "Electronic Communications" means any notices, statements, confirmations, disclosures, prospectuses, agreements, or other information transmitted electronically, including through email, website posting, secure message center, or mobile application.

1.7 "Fully Paid Securities" means securities in your Account for which you have paid in full and which are not subject to any lien, debit balance, or any other obligation. Adelphi does not borrow or loan customer Fully Paid Securities.

1.8 "Financial Exploitation" has the meaning assigned under FINRA Rule 2165 and includes the wrongful or unauthorized taking of funds or securities, or any act or omission that results in depriving a senior or vulnerable adult of rightful access to financial assets.

1.9 "Order" means any instruction to purchase, sell, exchange, or otherwise transact in securities, including options (if applicable), or other financial instruments.

1.10 "Regulation Best Interest (Reg BI)" refers to the standard of conduct applicable to broker-dealers under Exchange Act Rule 15l-1 and related SEC guidance.

1.11 “Securities” refers to all financial instruments defined as securities under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and Article 8 of the Uniform Commercial Code (“UCC”).

1.12 “Securities Entitlement” means the property interest you hold in financial assets under UCC Article 8 by virtue of maintaining your Account with Adelphi.

1.13 “Self-Clearing Broker-Dealer” means Adelphi acts as both the introducing and carrying broker-dealer for purposes of this Agreement and is responsible for the custody, clearance, and settlement of your Account.

1.14 “SIPC” means the Securities Investor Protection Corporation, which protects customer accounts of failed broker-dealers within statutory limits.

1.15 “Trusted Contact Person” refers to the individual you designate under FINRA Rule 4512 for limited disclosures to assist in safeguarding your Account.

2. Account Opening and Customer Information Requirements

2.1 Accuracy of Information

You represent and warrant that all information you provide to Adelphi in connection with opening and maintaining your Account is true, complete, and accurate. You agree to promptly notify Adelphi of any material changes in your personal information, financial circumstances, employment status, investment objectives, or risk tolerance.

2.2 Customer Identification Program (CIP) Requirements

Under the USA PATRIOT Act and SEC Rule 17a-8, Adelphi is required to verify your identity before establishing your Account. You authorize Adelphi to obtain and retain information from third-party sources, including consumer reporting agencies, public databases, government agencies, and identity-verification services, for purposes of identity verification, fraud prevention, and regulatory compliance.

If Adelphi cannot verify your identity, Adelphi may:

a) restrict or refuse to open your Account;
b) restrict activity in your existing Account; or
c) close your Account and return available funds and securities.

2.3 Suitability, KYC, and FINRA Rule 2090 Requirements

Adelphi collects certain information to comply with FINRA Rule 2090 (“Know Your Customer”) and, where applicable, Regulation Best Interest. This may include, but is not limited to investment objectives, time horizon, risk tolerance, financial status and liquidity needs, tax status, age and employment information, trading experience, and other information needed to understand your profile. You agree to provide complete and accurate responses. If you fail to update Adelphi. When your circumstances change, Adelphi may be unable to fulfill regulatory obligations.

2.4 Trusted Contact Person (FINRA Rule 4512)

You may provide the name of a Trusted Contact Person. Adelphi is permitted (but not required) to disclose information to the Trusted Contact Person to:

a) confirm your contact information;
b) address possible financial exploitation;
c) confirm your health status; or
d) discuss the identity of any authorized individuals.

Providing a Trusted Contact Person does not authorize that person to trade or act on your behalf.

2.5 Protection of Seniors and Vulnerable Adults (FINRA Rule 2165)

If Adelphi reasonably believes you are being financially exploited, Adelphi may place a temporary hold on disbursements or transactions, notify your Trusted Contact Person, notify relevant regulatory or governmental agencies, and extend holds following internal review. You agree that Adelphi will not be liable for actions taken in good faith under Rule 2165.

2.6 Market Data Agreements and Usage Restrictions

When you access market data through Adelphi's platform, you agree to applicable exchange agreements. You certify whether you are a non-professional or professional user. Market data is provided as-is and is for personal use unless otherwise permitted.

2.7 Eligibility to Open and Maintain an Account

To open an Account with Adelphi, you must:

a) be at least eighteen (18) years of age or the age of majority in your jurisdiction;
b) have the legal capacity to enter this Agreement;
c) not be subject to any restrictions under U.S. sanctions programs or AML laws; and
d) not be barred or prohibited by any regulatory authority from maintaining a securities account.

Adelphi may deny, restrict, or close any Account at its discretion to comply with Applicable Law.

2.8 Verification of Employment and Industry Affiliations

You agree to disclose if you are employed by a broker-dealer or investment adviser, are associated with a financial institution subject to FINRA, CFTC, NYSE, or MSRB oversight, are a director, 10 percent shareholder, or policy-making officer of a publicly traded company. Adelphi may require employer authorization or impose trading restrictions in accordance with regulations.

2.9 Recordkeeping and Retention

Adelphi maintains records of your Account in accordance with SEC Rule 17a-3, Rule 17a-4, and other Applicable Laws. You consent to the electronic retention and retrieval of these records.

2.10 Certifications for U.S. Tax Reporting and Withholding

You agree to provide all certifications required under IRS regulations, including Form W-9 or Form W-8 series, and to update such certifications as required. Adelphi may withhold federal tax, where required by law.

3. Joint Accounts; Authority; Access; and Tax Reporting

3.1 Joint Ownership and Authority

If an Account is established in the name of two or more natural persons (a "Joint Account"), each account holder (each, a "Joint Owner") shall have full authority, acting individually and without notice to any other Joint Owner, to:

- place Orders and provide trading instructions;
- withdraw, transfer, or otherwise dispose of cash or Securities;
- receive confirmations, statements, tax forms, and communications;
- make elections with respect to corporate actions; and
- otherwise act with respect to the Account in all respects.

Adelphi is authorized to rely on the instructions of any one Joint Owner as if such instructions were provided by all Joint Owners.

Each Joint Owner shall be jointly and severally liable for all obligations, liabilities, and transactions in the Joint Account, regardless of which Joint Owner initiated the activity.

3.2 Single Credential Access and Platform Control

Adelphi may, in its discretion, issue a single set of login credentials for a Joint Account.

Where a single credential is issued:

- one Joint Owner will be designated as the Primary User for purposes of Platform access and trading;
- the login credentials must not be shared with any other person, including another Joint Owner;
- all activity conducted using such credentials shall be deemed authorized by all Joint Owners; and
- Adelphi may rely on any instruction submitted through such credentials without further verification of the identity of the individual initiating the activity.

Each Joint Owner acknowledges that this single-credential structure is an operational and security control and does not limit the legal authority of any Joint Owner under this Agreement.

Adelphi may, at any time and in its discretion:

- require separate credentials for each Joint Owner;
- require multi-factor authentication or additional verification; or
- require dual authorization for certain transactions.

3.3 Communications and Delivery

Adelphi may deliver communications, confirmations, statements, tax documents, and notices to any one Joint Owner or to the Primary User, and such delivery shall be deemed delivery to all Joint Owners.

Adelphi shall not be responsible for forwarding communications between Joint Owners.

3.4 Transfer on Death (TOD) in Joint Accounts

If a Joint Account includes a Transfer on Death (TOD) designation:

- the TOD designation shall become effective only upon the death of the last surviving Joint Owner, unless otherwise required by Applicable Law;
- Adelphi may rely on its records regarding beneficiary designations without further inquiry; and
- conflicting claims between surviving Joint Owners, beneficiaries, estates, or third parties may result in account restriction, delay, or interpleader at Adelphi’s discretion.

3.5 Tax Reporting for Joint Accounts

For tax reporting purposes, Adelphi will report income, proceeds, and other reportable amounts associated with a Joint Account under a single taxpayer identification number (“TIN”) (the “Primary TIN”), as determined by Adelphi based on account registration, onboarding records, or applicable tax documentation.

Each Joint Owner agrees that:

- Adelphi may rely exclusively on the designated Primary TIN for all IRS reporting, including Forms 1099;

- it is the responsibility of the Joint Owners to allocate income, gains, losses, and other tax attributes among themselves; and
- Adelphi is not responsible for the tax treatment or allocation of income between Joint Owners.

Adelphi may require IRS Forms W-9 or other tax documentation from any Joint Owner at any time and may update the Primary TIN based on corrected or superseding documentation.

4. Predispute Arbitration Agreement (FINRA Rule 2268 Required Disclosure)

This Agreement contains a predispute arbitration clause. By opening or maintaining an Account with Adelphi Stock Brokers Inc ("Adelphi"), you agree that all controversies arising out of or relating to your Account, transactions with Adelphi, or this Agreement shall be resolved through arbitration. The following disclosures are required by FINRA Rule 2268 and are incorporated verbatim:

1. Arbitration is final and binding on the parties.
2. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
3. Pre-arbitration discovery is generally more limited than and different from court proceedings.
4. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
5. The panel of arbitrators may include a minority of individuals who were or are affiliated with the securities industry.
6. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance does not constitute a waiver of any rights under this Agreement except to the extent stated herein.

4.1 Agreement to Arbitrate

You agree that any dispute, claim, or controversy arising out of or relating to this Agreement, your Account, any transaction, order, or instruction, your relationship with Adelphi or its Affiliates or any act or omission by Adelphi, its officers, directors, employees, agents, or representatives shall be resolved by binding arbitration under the rules of the Financial Industry Regulatory Authority ("FINRA") or any other self-regulatory organization ("SRO") with jurisdiction.

4.2 Forum Selection

Arbitration will be conducted before FINRA Dispute Resolution Services unless the parties agree otherwise. If FINRA declines jurisdiction, arbitration will be conducted before another SRO or arbitration forum permitted by Applicable Law.

4.3 Initiation of Arbitration

Either party may initiate arbitration by filing a Statement of Claim with FINRA and serving the opposing party in accordance with FINRA rules. You consent to electronic service of process.

4.4 Venue and Governing Law

Unless otherwise required by FINRA rules, the arbitration hearing will occur in the FINRA hearing location closest to your legal residence. Federal law and the laws of the State of New York shall govern the interpretation and enforcement of this arbitration agreement.

4.5 Costs and Fees

Arbitration fees, forum fees, and arbitrator compensation will be allocated according to the rules of the forum. Adelphi does not require you to indemnify Adelphi for its own violations of securities laws or FINRA rules.

4.6 Claims Not Subject to Arbitration

The following claims are excluded from arbitration claims eligible for adjudication in small claims court, injunctive or equitable relief sought by Adelphi to enforce its rights under this Agreement (e.g., account restrictions, collection of debts, prevention of misuse of confidential information), and any claims that, by law, cannot be submitted to arbitration.

4.7 Survival

This arbitration obligation survives termination of your Account, termination of this Agreement, transfer of your Account and bankruptcy or insolvency of either party.

5. Scope of Services and Broker-Dealer Capacity

5.1 No Advisory, Fiduciary, or Discretionary Relationship

Unless expressly stated in writing, Adelphi acts solely as a broker and does not provide investment advice, discretionary account management, tax advice, or legal advice. Your decisions and instructions are self-directed. Any market commentary, educational material, or general information provided by Adelphi does not constitute a recommendation or fiduciary guidance.

For IRA accounts, Adelphi acts solely as a custodian and broker. Nothing in this Agreement shall be interpreted as creating a fiduciary relationship under ERISA or the Internal Revenue Code.

5.2 Regulation Best Interest (Reg BI)

If Adelphi makes a recommendation to you, Adelphi will comply with the requirements of Exchange Act Rule 15l-1, including the duty of care, the duty to mitigate conflicts of interest, and the duty to provide full and fair disclosure. These obligations apply only when a recommendation is made.

5.3 Agency and Principal Trading

Adelphi may execute transactions as agent, routing your order to an exchange, ATS, or market center, as principal, buying from or selling to you from Adelphi's own proprietary account, or as riskless principal, offsetting an agency fill internally. Adelphi may profit from principal transactions. Disclosures will be provided on confirmations in accordance with SEC Rule 10b-10.

5.4 Order Routing, Best Execution, and Conflicts

Adelphi routes orders to achieve the most favorable terms reasonably available, considering price, speed, liquidity, and the characteristics of the order.

Adelphi may receive payment for order flow ("PFOF"), rebates, or fee reductions from market centers. Receipt of PFOF does not relieve Adelphi of its best execution obligations under FINRA Rule 5310.

5.5 No Guarantee of Execution Quality or Price

Orders may be executed at prices inferior to those available on other markets depending on market conditions, liquidity, and routing. Adelphi does not guarantee execution at the National Best Bid or Offer ("NBBO") or at any particular price.

5.6 Relationship With Affiliates and Third Parties

Adelphi may use Affiliates or third-party vendors for technology, operations, clearing functions, analytics, or data. These parties may receive compensation for services rendered.

6. Orders and Execution

6.1 Order Acceptance and Rejection

An order is considered “received” only when acknowledged by Adelphi’s systems. Adelphi may reject, cancel, or delay any order for regulatory, risk, operational, or market integrity reasons.

6.2 Order Types

You are responsible for understanding the risks and mechanics of each order type, including but not limited to:

- market orders;
- limit orders;
- stop and stop-limit orders;
- trailing stop orders;
- IOC, FOK, AON, and other conditional orders.

Market orders are executed at the best available price but may experience volatility, wide spreads, or partial fills.

6.3 Routing of Orders

Adelphi may route orders to exchanges, ATSs, wholesalers, or internalize orders when permitted. You authorize Adelphi to route through third-party systems and to aggregate or batch orders for operational efficiency.

6.4 Order Duration and Expiration

Unless specified, orders are Day orders and expire at market close. Good-Till-Canceled (“GTC”) orders remain active until canceled or automatically adjusted during corporate actions consistent with exchange rules.

6.5 Trading Halts and Market Conditions

During volatility or regulatory halts, orders may not execute or may execute at significantly different prices. Adelphi is not liable for losses arising from halts, outages, or exchange-level restrictions.

6.6 Principal and Riskless Principal Trades

When Adelphi executes as principal, it may display prices inferior or superior to exchange quotes. All principal transactions will be disclosed on trade confirmations.

6.7 Order Review and Surveillance

All orders are subject to review for compliance with:

- FINRA Rule 5210 (publication of transactions);
- FINRA Rule 3270 (outside business activities);
- Exchange Act Rule 10b-5;
- market manipulation rules.

Adelphi may cancel or restrict any patterns indicative of abusive or manipulative behavior.

7. Extended Hours Trading Risks

7.1 Limited Liquidity

During pre-market and after-hours trading sessions ("Extended Hours"), available liquidity may be significantly lower than during regular market hours. Orders may experience partial fills, delayed execution, or no execution.

7.2 Increased Price Volatility

Prices during Extended Hours may fluctuate rapidly due to wider spreads, fewer participants, and limited displayed quotes. Execution prices may differ substantially from prices available during regular session trading.

7.3 Wider Spreads

Bid-ask spreads are typically wider in Extended Hours, resulting in greater execution costs and potential slippage.

7.4 Unlinked Markets

Prices displayed on one trading venue may not reflect prices available on other electronic communications networks (ECNs). Consolidated quote information may not be available.

7.5 Material News Announcements

Issuers often release earnings or regulatory news outside of regular market hours. Such announcements can cause substantial and unpredictable price movements during Extended Hours.

7.6 System Availability and Latency

Systems used by exchanges, ECNs, or Adelphi may have limited functionality during Extended Hours. Orders may be delayed, rejected, or executed unpredictably.

7.7 Reduced Market Maker Participation

Market makers and liquidity providers may not participate actively during Extended Hours, further contributing to instability and spread widening.

7.8 Order Types Limited

Certain advanced or conditional order types may be unavailable during Extended Hours. You are responsible for confirming whether your order type is eligible.

7.9 No Guarantee of Full Execution

Extended Hours orders are executed only if matching liquidity exists. Adelphi does not guarantee that an Extended Hours order will execute fully or at all.

8. Prohibited Trading Activities

8.1 Manipulative or Deceptive Behavior

You agree not to engage in any conduct that violates Section 9(a) of the Securities Exchange Act, Rule 10b-5, or FINRA Rule 2020, including:

a) wash trades;
b) spoofing or layering;
c) marking the close or open;
d) quote stuffing;
e) pump-and-dump activity;
f) fraudulent or deceptive schemes.

Adelphi may restrict, cancel, or block orders suspected of violating applicable laws.

8.2 Excessive Trading or Abusive Patterns

Adelphi may review activity to detect excessive cancellations, repeated rapid sequencing of orders, excessive pattern day trading, and high-frequency strategies inconsistent with retail usage. Adelphi may impose limits or require you to maintain higher cash or equity balances.

8.3 Insider Trading and MNPI Controls

You may not trade while in possession of material nonpublic information ("MNPI"), in violation of Rule 10b-5 or insider trading statutes. If Adelphi reasonably suspects MNPI use, it may halt trading, freeze accounts, or request additional information.

8.4 Prohibited Account Access and Misuse

You may not permit unauthorized individuals to place orders in your Account. You must notify Adelphi immediately if you suspect unauthorized activity.

8.5 Excessive Message Traffic and System Abuse

Use of automated scripts, high-frequency API access, or abusive order-to-trade ratios may result in throttling, account restrictions, or trading suspension.

8.6 False or Misleading Information

Providing inaccurate financial status, identity information, or employment details is prohibited and may result in account termination or reporting to regulators.

8.7 IRA Accounts

Additional restrictions apply under the Internal Revenue Code, including prohibitions on margin, short selling, and pledging of assets.

8.8 Adelphi's Right to Restrict or Close Accounts

Adelphi may freeze, restrict, or close your Account if it reasonably believes your activity violates securities laws or exchange rules, creates operational or credit risk, is inconsistent with your stated profile, or jeopardizes market integrity.

9. Clearing, Custody, and Settlement (Self-Clearing Broker-Dealer)

9.1 Adelphi as a Self-Clearing Broker-Dealer

Adelphi acts as the carrying broker-dealer for your Account and is responsible for the clearance, settlement, and custody of your securities in accordance with SEC Rules 15c3-1 and 15c3-3, FINRA rules, and DTC/NSCC operating procedures.

9.2 Securities Held in Street Name

Your securities are held in "street name," meaning Adelphi or its custodian appears as the record owner, and you are the beneficial owner. This facilitates trading, transfer, and corporate actions processing. Your ownership is a securities entitlement under UCC Article 8.

9.3 Segregation of Customer Assets (SEC Rule 15c3-3)

Fully Paid and Excess Margin securities are maintained in segregation and shall not be loaned, pledged, or used for Adelphi's proprietary purposes.

Adelphi does not engage in the lending of Fully Paid customer securities.

9.4 Use of DTC and NSCC

Adelphi settles transactions through the Depository Trust Company (DTC) and the National Securities Clearing Corporation (NSCC). You grant Adelphi the authority to:

a) deposit and withdraw securities from DTC;
b) process settlements via NSCC (CNS and ex-clearing);
c) comply with DTC and NSCC rules and operational timelines.

9.5 Fails to Deliver and Fails to Receive

If you fail to deliver securities when required, Adelphi may, at its discretion purchase securities to cover the fail ("buy-in"), liquidate assets, impose fees, or restrict trading.

If securities fail to be received from a counterparty, Adelphi may delay delivery to you until receipt.

9.6 Buy-Ins and Sell-Outs (FINRA Rule 11810)

Adelphi may execute buy-ins or sell-outs to satisfy open contractual commitments. You are responsible for any losses resulting from buy-ins or sell-outs initiated due to your failure to comply with settlement obligations.

9.7 Settlement Cycle

Unless otherwise specified, equity trades settle on T+1 (trade date plus one Business Day), or any period mandated by Applicable Law.

9.8 Account Debits and Margin Deficits

If your Account incurs a debit balance due to failed payments, returned deposits, or other obligations, Adelphi may liquidate assets without prior notice, restrict trading, debit your bank account, or transfer assets internally.

9.9 No Physical Certificates

Adelphi does not issue physical securities certificates. All positions are maintained electronically.

9.10 Corporate Governance Rights

Although your securities are held in street name, you are entitled to receive dividends, proxies, prospectuses, and corporate communications when applicable.

9.11 Risks of Holding Securities in Street Name

If Adelphi becomes insolvent, SIPC protection applies to your securities entitlements.

Risks are outlined in Section 12.

10. ACATS Transfers (NSCC Rule 11870)

10.1 Authorization to Transfer

When you initiate an account transfer, you authorize Adelphi to transfer your assets pursuant to NSCC's Automated Customer Account Transfer Service ("ACATS"). You certify that the receiving or delivering broker has obtained your permission.

10.2 Account Not in Good Order (NIGO)

Transfers may be delayed if:

- the account titles do not match;
- required documents are missing;
- positions are restricted or unsettled;
- your Account is subject to liens, legal holds, or restrictions.

10.3 Transfer of Residual Credits

Residual credits and dividends will be transferred to the receiving firm through ACATS residual processing.

10.4 Partial Transfers

Requests to transfer only certain assets may be denied if the transfer would result in unsettled obligations, margin deficits, or operational risk.

10.5 Fees and Charges

Outbound transfers may incur fees. Adelphi reserves the right to deduct fees from available cash or liquidate assets to satisfy them.

10.6 Transfer Delays Caused by Contra Firms

Adelphi is not responsible for delays, rejections, or errors caused by the contra firm or NSCC processing.

11. Corporate Actions and Proxy Materials

11.1 Processing of Mandatory Corporate Actions

Adelphi processes stock splits, mergers, spin-offs, and reorganizations based on information received from DTC, transfer agents, or issuers. Processing times and outcomes are dependent on issuer instructions.

11.2 Voluntary Corporate Actions

You are responsible for responding to tender offers, rights subscriptions, voluntary exchanges, and similar events. Adelphi must receive instructions before the deadline.

If no instructions are received, Adelphi may act in accordance with default options or take no action at all.11.3 Proxy Materials

You will receive proxy materials for securities for which you are eligible to vote.11.4 Limitations

Adelphi is not responsible for errors or delays caused by DTC, transfer agents, issuers, or third-party service providers.

12. Cash Handling, SIPC, FDIC, and ACH

12.1 Treatment of Customer Cash (SEC Rule 15c3-3)

Customer cash is safeguarded in accordance with the Customer Protection Rule. Cash may be deposited in special reserve bank accounts.

12.2 SIPC Protection

Your Account is protected by SIPC up to $500,000, including up to $250,000 for cash, against the failure of a broker-dealer. SIPC does not protect against market losses, issuer default, or declines in value.

12.3 FDIC Protection (if sweep programs apply)

If Adelphi offers an insured bank sweep program, swept funds may be eligible for FDIC coverage. FDIC coverage applies only to cash deposited in participating banks.

12.4 ACH Transfers and NACHA Compliance

ACH deposits and withdrawals are subject to:

- NACHA operating rules;
- reversal rights;
- return codes and insufficient fund rules;
- fraud and verification procedures.

12.5 Returned or Reversed Funds

Returned deposits may create negative balances. Adelphi may liquidate assets to satisfy deficits without prior notice.

12.6 Funds Availability

Deposits made via ACH may not be available for withdrawal or trading until final settlement.

1.7 Chargebacks and NSF Events

In the event of a returned withdrawal or payment dispute, Adelphi may:

- freeze the Account;
- reverse transactions;
- restrict activity;
- require additional documentation.

13. Tax Reporting and Withholding

13.1 Tax Reporting

Adelphi provides Forms 1099-B, 1099-DIV, and 1099-INT as required. For covered securities, cost basis is reported to the IRS in accordance with 26 CFR Part 1.

13.2 Cost Basis Reporting Service (CBRS)

Adelphi participates in the DTCC Cost Basis Reporting Service to transfer basis information when accounts are transferred via ACATS.

13.3 IRS Backup Withholding

Adelphi may withhold federal income tax if you fail to provide a valid W-9 or W-8 form, or if required by law.

IRA accounts are subject to separate tax reporting obligations under IRS Forms 1099-R and 5498 as governed by the IRA Custodial Agreement.

13.4 Tax Advice Disclaimer

Adelphi does not provide tax advice. You should consult a tax professional regarding your personal obligations.

14. Communications, E-Delivery, and Recordkeeping

14.1 Consent to Electronic Delivery

By maintaining an Account with Adelphi, you consent to receive confirmations, statements, disclosures, prospectuses, agreements, tax documents, and all other communications electronically unless you specifically request paper delivery. Delivery is deemed complete once Adelphi transmits or makes the communication available electronically.

14.2 Responsibility to Review Statements and Confirmations

You agree to review Account statements, trade confirmations, and other notices promptly. Errors or discrepancies must be reported to Adelphi within ten (10) calendar days of delivery. Failure to report errors constitutes acceptance of the accuracy of the information provided.

14.3 Change of Contact Information

You agree to maintain accurate contact information, including mailing address, email address, and phone number. Adelphi is not liable for communications not received due to outdated or incorrect information.

14.4 Recording of Communications

Adelphi may record or monitor telephone calls, electronic messages, and other communications for compliance, supervision, and quality assurance. You consent to such monitoring.

14.5 Regulatory and Internal Record Retention

Adelphi retains communications and records pursuant to SEC Rules 17a-3 and 17a-4, FINRA Rule 4511, and relevant SRO requirements.

15. Liability, Indemnification, and Limitations

15.1 Limitation of Liability

Adelphi is not liable for losses arising from:

a) market fluctuations;
b) system outages or connectivity issues;
c) delays, errors, or failures caused by exchanges, clearing agencies, or third-party providers;
d) circumstances beyond Adelphi’s reasonable control, including force majeure events.

15.2 No Waiver of Regulatory Obligations

Nothing in this Agreement waives any rights or protections you are entitled to under federal securities laws or FINRA rules. Any provision interpreted as waiving such rights shall be deemed void.

15.3 Your Indemnification Obligations

You agree to indemnify Adelphi for losses arising from your breach of this Agreement, violations of law, inaccurate information, unauthorized use of your Account, or actions of third parties you permit to access your Account.

However, you are NOT required to indemnify Adelphi for Adelphi's own violations of federal securities laws, FINRA rules, or gross negligence.

15.4 Losses From Trading Activity

You bear all responsibility for losses arising from your trading decisions, including decisions based on tools, data, or information provided by Adelphi.

15.5 No Guarantee of Investment Performance

Adelphi does not guarantee returns, performance, or outcomes of any security, investment strategy, or transaction.

16. Account Restrictions and Termination

16.1 Adelphi's Right to Restrict or Close Your Account

Adelphi may freeze, restrict, or close your Account without prior notice when necessary to comply with Applicable Law or to protect Adelphi Stock Brokers Inc or its customers. This includes, but is not limited to:

- suspicious activity, fraud, or AML concerns;
- Financial Exploitation concerns under FINRA Rule 2165;
- margin or debit deficiencies;
- regulatory inquiries or subpoenas.

16.2 Your Right to Close Your Account

You may close your Account by providing notice to Adelphi, subject to settlement of trades, payment of outstanding obligations, and transfer restrictions.

16.3 Survival of Obligations

Termination of your Account does not affect:

- outstanding settlement obligations;
- debts owed to Adelphi;
- Adelphi's rights to enforce this Agreement;
- the arbitration clause in Section 3.

16.4 Restrictions on Trading While Account is Under Review

Adelphi may limit trading during account reviews or regulatory investigations.

17. Governing Law and Arbitration

17.1 Governing Law

This Agreement and your Account shall be governed by the laws of the State of New York, except where federal law applies.

17.2 Arbitration Clause Incorporated by Reference

The predispute arbitration agreement located in Section 3 is a material term of this Agreement and is incorporated herein by reference.

17.3 Venue for Non-Arbitrable Claims

If a claim is not eligible for arbitration under FINRA rules or Applicable Law, such claim shall be brought exclusively in state or federal courts located in New York County, New York.

18. Miscellaneous Provisions

18.1 Amendments to This Agreement

Adelphi may amend this Agreement at any time. Amendments will be effective upon posting or delivery. Continued use of your Account constitutes acceptance of amendments.

18.2 Assignment

You may not assign your rights or obligations under this Agreement without Adelphi's prior written consent. Adelphi may assign this Agreement to an affiliate or successor broker-dealer.

18.3 Entire Agreement

This Agreement governs your brokerage relationship with Adelphi. Certain accounts, including IRAs, are governed by additional agreements, including the Adelphi IRA Custodial Agreement and Disclosure Statement, which remain separate and controlling with respect to those accounts. This Agreement does not supersede those documents.

18.4 Severability

If any provision is deemed unenforceable, the remainder shall continue in full force.

18.5 No Waiver

Failure by Adelphi to enforce any right does not constitute waiver of that right.

19. Customer Acknowledgment

I acknowledge that I have received, read, understand, and agree to be bound by the Terms of Service and the Adelphi Customer Agreement with all its incorporated disclosures, including the Predispute Arbitration Agreement, Risk Disclosures, and Electronic Delivery Consent.

20. Risk Acknowledgment

I acknowledge and agree to the following:

1. Trading in securities involves risk of loss.
2. Past performance does not guarantee future results.
3. Extended-hours trading carries additional risks, including lower liquidity, wider spreads, and greater price volatility.
4. Adelphi does not provide investment, tax, or legal advice.
5. I am fully responsible for my own investment decisions.
6. Adelphi may restrict or close my Account under Applicable Law, including AML reviews, trade surveillance, and FINRA Rule 2165 protections.
7. Corporate actions may result in rounding, cash-in-lieu, or liquidation of fractional interests.
8. ACH transfers may be reversed, delayed, or rejected, and Adelphi may liquidate positions to cover resulting debit balances.
9. Market data may be delayed or inaccurate, and Adelphi is not responsible for system failures, outages, or exchange-level interruptions.

10. SIPC does not protect against market losses, only against broker-dealer insolvency and only within statutory limits.

I understand that these risks may result in financial loss, including the loss of my entire investment.

21. Predispute Arbitration Acknowledgment (FINRA Rule 2268)

I acknowledge that this Agreement contains a predispute arbitration clause in Section 4. FINRA requires the following statement, which I acknowledge:

1. Arbitration is final and binding on the parties.
2. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
3. Pre-arbitration discovery is generally more limited than and different from court proceedings.
4. The arbitrators' award is not required to include factual findings or legal reasoning.
5. The panel of arbitrators may include a minority who are currently or formerly affiliated with the securities industry.
6. No party may bring a class action to arbitration, nor enforce a predispute arbitration agreement against a person who has initiated a court class action unless the class is denied or the customer excluded.

I agree that any controversy arising out of my Account will be resolved through binding arbitration as described in Section 4 of the Agreement.

22. Electronic Delivery Acknowledgment

I consent to the electronic delivery of account statements, confirmations, prospectuses, disclosures, tax documents, amendments, and all other communications in accordance with Section 15 of the Customer Agreement.

I understand that electronic delivery is considered "delivered" once transmitted or made available. I am responsible for maintaining accurate contact information.

Effective Date: March 8, 2024
Updated: May 4, 2026