

**Capital Markets Elite Group (Cayman)**

89 Nexus Way, Camana Bay,  
Grand Cayman KY1-9009,  
Cayman Islands

## Margin agreement

A margin account involves an extension of credit to you in connection with your trading account. This margin agreement enables securities and other assets in your account to be pledged to finance the funds that are loaned to you by Capital Markets Elite Group (Cayman).

This margin agreement is part of the client agreement ("Agreement") between you and Capital Markets Elite Group (Cayman). In consideration of the acceptance of your account under this margin agreement, you agree to the following terms and provisions. It is agreed that you may purchase, carry and trade certain securities on margin. When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from Capital Markets Elite Group (Cayman) by the use of your margin account. If you choose to borrow funds from Capital Markets Elite Group (Cayman). The securities purchased, as well as the other assets in your account, are Capital Markets Elite Group (Cayman) collateral for the loan to you.

### 1. Payment for transactions

You agree that you are responsible for paying for all transactions you make and all authorized transactions in your account. When you purchase securities on margin, you agree to deposit the required initial equity by the settlement date and to maintain your equity at the required levels. In addition, you agree to pay any debit remaining in your account if your positions are liquidated to satisfy a margin call. We may extend credit to you according to applicable laws and regulations. You agree to use this credit primarily for business and investment purposes.

### 2. Maintenance of collateral

You agree to maintain in your account collateral of the type and not less than the amount required by applicable exchange rules and regulations; or this agreement, whichever is greater.

### 3. Maintenance of margin

You agree to maintain such positions and margin as required by this agreement, rules and regulations, and any additional requirements as may be deemed necessary by Capital Markets Elite Group (Cayman) which additional requirements may be more stringent than those required by law or exchange regulations. Such laws, rules, regulations, and additional requirements may be changed or modified without prior notice to you. If the securities held in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, Capital Markets Group can take any action it deems necessary, such as issue a margin call and/or sell securities in any of your accounts held with Capital Markets Elite Group (Cayman) in order to maintain the required equity in the account. You acknowledge that there is no requirement of Capital Markets Elite Group (Cayman) to provide notice to you of a margin deficiency. It is important that you fully understand the risks involved in trading securities on margin and that you promptly satisfy all margin and maintenance calls. If you do not meet a margin call, Capital Markets Elite Group (Cayman) may liquidate securities in the account and apply cash from the account to the extent necessary to satisfy the call.

### 4. Liquidation

Whenever it is necessary for our protection or to satisfy a margin call, deficiency, debit, or other obligation owed us, we may sell all or any part of the securities securing your obligations, or close any or all transactions in your Account. You acknowledge that securities held in your account may be liquidated without notice to satisfy minimum maintenance, margin calls or any other obligation. Capital Markets Elite Group (Cayman) will attempt to contact you, when practicable, before taking any action described in this section. However, we reserve the right to take any such action without prior notice. Any prior demand, call, or notice will not be considered a waiver of our right to sell or buy without demand, call, or notice. We may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation. You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold by Capital Markets Elite Group (Cayman) to meet a margin call. We may take such actions on whatever exchange or market and in whatever manner we choose in the exercise of our business judgment. You agree not to hold us liable for the choice

# Capital Markets

## ELITE GROUP™

### **Capital Markets Elite Group (Cayman)**

89 Nexus Way, Camana Bay,  
Grand Cayman KY1-9009,  
Cayman Islands

of which securities to buy or sell, or of which transactions to close, or for the timing or manner of the liquidation. If we determine that your obligations are not adequately secured or to satisfy a margin deficiency or other obligation, you agree to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial. Without limitation, any of the following circumstances may give rise for Capital Markets Elite Group (Cayman) to exercise this power: (i) your failure to promptly meet any call for additional collateral; (ii) the filing of a petition in bankruptcy by or against you; (iii) the appointment of a receiver filed by or against you; (iv) entry of a significant judgment against you, or any levy on your account(s); and (v) the occurrence of any event which, in Capital Markets Elite Group (Cayman) judgment, operates to impair your ability to perform your obligations under this margin agreement. You authorize Capital Markets Elite Group (Cayman) to, in any such event, and without further notice, to (i) sell any securities held in your account(s); (ii) buy or otherwise cover any securities which may be short; (iii) cancel any open order; (iv) close any outstanding order; and (v) otherwise take any action we deem necessary to comply with applicable statutes, rules and regulations or any other requirements governing your margin account. If for any reason, Capital Markets Elite Group (Cayman) delays to promptly enforce its margin requirements, a subsequent enforcement or right to enforce is not waived and Capital Markets Elite Group (Cayman) will not be responsible for any losses or costs that you incur that would have been avoided by more prompt action by Capital Markets Elite Group (Cayman).

### **5. Short sales**

You agree to designate a sell order as a short sale if, at the time you place the order, you either do not own the security being sold or are unable to deliver the security in a timely manner. You agree that short sale transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, Capital Markets Elite Group (Cayman) cannot guarantee that it will have shares available to facilitate a short sale. You agree that we may, in our discretion and without notice, “buy in” securities to cover any short security position in your account at your expense. We may take this action either on a regular settlement, cash, or next-day settlement basis. If you are unable to cover a short security position (either through delivery of the security or through our “buying-in” the security) in enough time so we can deliver the security to its lender (to whom we’re obligated), you agree to reimburse us for the losses we sustain as a result of your failure to deliver the security. You shall pay interest on credit extended by Capital Markets Elite Group (Cayman) under this margin agreement for the purpose of purchasing, carrying or trading securities. Short Position Interest will be charged on your average daily net settled debit balance and calculated using Capital Markets Elite Group’s interest rate schedule. On demand, you shall pay any balance owing with respect to your accounts, including fees and any costs of collection. All payments received in your account, including dividends, interest, premiums and principal payments may be applied to the balance due in your account. The rate of interest charged for the credit extended to you shall be calculated on a 360-day year and actual days elapsed. The interest rate will vary from time to time without prior notice, based on our judgment considering shifts in money rates, industry conditions relating to the extension of margin credit and the general credit markets.

### **6. Overnight Positions**

Please note that in accordance with our clearing firm policies a short position held overnight by a client shall not exceed 10% of the account's total value. The Firm therefore reserves the right to monitor and assess the overnight short positions to ensure compliance with set limits. Limits are set at the discretion of the clearing firm and may vary based on market conditions and stock volatility. In the event that a client's overnight short position exceeds the stipulated limit, rights are reserved to initiate immediate liquidation of the excess position(s) without prior notice to the client. You are responsible for ensuring that your overnight short positions comply with set limits and the Firm shall not be held liable for any losses incurred due to liquidation.

**Capital Markets Elite Group (Cayman)**

89 Nexus Way, Camana Bay,  
Grand Cayman KY1-9009,  
Cayman Islands

## 7. Stock locates

Capital Markets Elite Group (Cayman) grants you the ability to locate “Hard to Borrow” securities. Your acceptance of a locate for a short sale order does not guarantee that the shares will be delivered to the Clearing Firms for settlement of your short sale transaction. Capital Markets Elite Group (Cayman) at its sole discretion, may elect to buy in some or all the shares necessary to cover your short position at any time, including on the trade date in which your short position was established, and at any time or date thereafter. By entering into a short position, you agree that you take on full financial and market risk, including the risk that you may incur losses as a result of Capital Markets Elite Group (Cayman) buying in to cover your short position. You acknowledge that you may incur significant fees by locating and selling securities short in your account. Once a locate request is accepted you will be charged a locate fee. This fee is charged even if an order is not entered to sell short the located security.

## 8. Amendment

On prior or successive notice to you, we may modify or rescind existing provisions or add new provisions to the margin agreement. By not closing and/or by continuing to use your Account, you confirm your agreement to abide by the margin agreement, as amended from time to time. Amendments will not affect rights or obligations either of you or Capital Markets Elite Group (Cayman) incurs before the effective date of the amendment. No prior conduct, past practice, or oral statement by any Capital Markets Elite Group representative can amend or modify this written agreement. All transactions in your Margin Account are subject to the margin agreement and the Agreement in their entireties and any other disclosures, terms, and agreements relating to Your Account or to particular features or services offered in connection with Your Account, each as amended from time to time.