## **Terms and Conditions**

<u>Privacy Policy Notice</u>: For more information, including a copy of the policy please visit <u>resources.velox-global.com</u>.

<u>Business Continuity Plan</u>: FINRA Rule 4370 requires the disclosure of Velox's business continuity plan in the event an interruption occurs to Velox's normal course of business. For more information about the business continuity plan, please visit <u>resources.velox-global.com/disclosures</u>

FINRA BrokerCheck Program: Investors may request disclosable background information on any US licensed broker dealer via FINRA's BrokerCheck, a free online tool. Visit <a href="https://www.brokercheck.finra.org">www.brokercheck.finra.org</a>. Additionally, FINRA has a brochure that describes the BrokerCheck program. You may obtain this brochure either through the FINRA web site, <a href="https://www.finra.org">www.finra.org</a> or by calling (800) 289-9999, the BrokerCheck Hotline Number.

<u>Customer Complaints</u>: To file a complaint regarding Velox, an employee of Velox, or services provided to you by Velox contact: *Velox Securities, Inc, Attn: Chief Compliance Officer 2400 E. Katella Ave Suite 725 Anaheim, CA 92806*; Phone: (949)522-5852

<u>SIPC:</u> FINRA Rule 2266 requires Velox to disclose the Securities Investor Protection Corporation (SIPC) contact information. Information regarding SIPC, including the SIPC Information Brochure, may be obtained by contacting SIPC directly through <a href="https://www.sipc.org">www.sipc.org</a> or by telephone 202.371.8300.

SIPC protects against the loss of client securities up to a total of \$500,000 (of which \$250,000 may be in cash) per client in each separate capacity. Money market funds are considered to be securities for SIPC purposes. SIPC does not cover market losses, and it does not cover certain types of investments such as commodity and futures contracts, currency and investment contracts (such as limited partnerships), fixed annuity contracts, physical commodities, and foreign currency.

In general, account protection limits are per single client, even though a client may maintain several different accounts. However, when a client holds accounts in separate capacities (for example, single account, joint account or trustee account), each of these accounts may be protected up to the specific amounts.

Important AML Information for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account with Velox, we will ask for your name, address, and any other information that will allow us to identify you. We may also ask to see other identifying documents.

<u>Cost Basis</u>: Cost basis and tax lot reporting are offered and conducted by NetWorth Services, Inc (NetWorth). NetWorth is a separate company and is not affiliated with Velox. Velox does not guarantee the accuracy of the information and data provided.

<u>Current Market Prices</u>: The market values of securities have been obtained, if available, from quotation services and other independent sources. Values are based on the closing price, the mean between the bid and asking prices, or other methods. If no market value is available from a quotation service or other independent source, the security is subject to being reflected as Not Available (NA).

<u>Trade Confirmations – Rule 10b-10</u>: All confirmations are transmitted on the transaction date and available electronically via the Velox Customer Portal.

Monthly Statements: Statements are produced on a monthly basis and are available via the Velox Customer Portal unless there is no account activity. "Account activity" includes, but is not limited to, purchases, sales, interest credits or debits, charges or credits, dividend payments, transfer activity, securities receipts or deliveries, and/or journal entries relating to securities of funds in the possession or control of Velox. You are required to promptly report any inaccuracy or discrepancy in your account and to re-confirm in writing, any oral communications to protect your rights under the Securities Investor Protection Act (SIPA).

<u>Disclosure of Credit Terms of Margin Loans SEC Rule 10b-16</u>: The terms applicable to margin can be found in the Correspondent Clearing Agreement, under the section "Extension of Credit" and under the section "Margin Account, Security Interest, Consent to Loan or Pledge Securities" of the Prime Broker Clearing Agreement.

<u>Free Credit Balances - SEC Rule 15c3-2 and 3</u>: Velox may use free credit balances in your account in the ordinary course of our business which are payable to you on demand.

<u>Securities Lending</u>: There are risks inherent in securities lending, including the risk of failure of the other party to comply with the terms of the agreement. Please refer to Schedule A – Fully Paid Master Securities Loan Agreement, found in the Prime Broker and Correspondent Clearing Agreements for complete discussion of terms and risks.

<u>Technology Disclosure</u>: Velox is not responsible for any performance or communication issues relating to any third-party technology including but not limited to order management or portfolio management systems. Third Party Technology includes wiring, computer hardware, software, communication line access, networking devices, and all other third party software, hardware or systems that you may use to access the markets.

<u>Viruses</u>: You and Velox agree to undertake reasonable efforts to ensure that no virus or other malware ("Virus") is transmitted from IT Systems or software to the IT Systems of the other party, including through the use of Virus protection, detection and eradication technology consistent with leading industry standards and practices. If either party identifies any such Virus, that party promptly shall notify the other party. If a Virus is introduced to the IT Systems of either party by the other party's use or provision of the Services (as applicable) the party that introduced the Virus shall cooperate at its expense with the other party to eradicate, and limit the adverse effects of, the Virus on that other party and that other party's IT Systems.

<u>Market Access Risk Controls</u>: All orders executed by Velox are subjected to pre-trade risk management and regulatory checks prior to routing for execution. If your order triggers one of these controls, we reserve the right to reject the order, or to execute the order on a delayed basis after additional review.

## **Trading Session Times:**

Pre- Market Trading: 8am to 9:15am (ET) each business day. After-Market Trading: 4:01pm to 6:29:59pm (ET) each business day.

<u>Extended Hours Trading Risk Disclosure Statement- FINRA Rule 2265:</u> For a copy of the disclosure statement, please click on the "Disclosures" tab found at <u>resources.velox-global.com/disclosures</u>

<u>Day Trading Risk Disclosure Statement- FINRA 2270</u>: For a copy of the disclosure statement, please visit <u>resources.velox-global.com/disclosures</u>

<u>Order Routing:</u> Velox Clearing LLC ("Velox"), does not route "non-directed" customer order flow. All routing decisions are made by Velox's clients. Under the Securities Exchange Act of 1934, Rule 11Ac1-6, all broker-dealers that route customer orders in equity and option securities are required to make publicly available quarterly reports that disclose the venues to which it routes "non-directed" orders in covered securities. Velox is exempt from this requirement.

<u>Payment for Order Flow:</u> Broker Dealers are required by the Securities and Exchange Commission ("SEC") to disclose their policies regarding receipt of "payment for order flow." Velox does not negotiate payment for order flow. As stated above under "Order Routing", Velox clients self-direct their orders and are responsible for all of their own routing and order flow decisions. If Velox receives any "cost savings" or "rate benefits" during its normal

business, these will be disclosed to the customer. These savings or benefits may be agreed to be shared by the customer and Velox.

<u>Net Capital:</u> A Statement of Financial Condition of Velox Clearing LLC is available on www.velox-global.com. Or you can email Customer Services <u>dl-client.services@velox-global.com</u> to request it. The firm Net Capital, as of December 31, 2019, was \$8,709,041, \$8,459,041 in excess of Net Capital requirement of \$250,000. As of January 31, 2020, the firm Net Capital was \$8,303,541, \$6,803,541 in excess of Net Capital requirement of \$1,500,000