



## LETTER OF DIRECTION

Letter of Direction is a service offered by Prosperum Securities, LLC., which does business as Avant-Garde Trading Securities, herein referred to as Avant-Garde Trading, for the benefit of its Customers. Letter of Direction Customers instruct Avant-Garde Trading to effect securities transactions for their accounts according to the recommendations of a third-party trade advisory newsletter service to which the Customers have subscribed. The Publisher of the advisory newsletter may or may not be registered under the Investment Advisors Act of 1940 and inclusion in the Letter of Direction program does not imply that they either are or are not required to be so registered.

Avant-Garde Trading DOES NOT REQUIRE THAT THE PUBLISHER BE REGISTERED. Avant-Garde Trading DOES NOT REVIEW TRADE ADVISOR'S EXPERIENCE, CREDENTIALS, PERFORMANCE, OR ANY OTHER FACTORS RELATING TO THE TRADE ADVISORY SERVICES OR QUALIFICATIONS. Avant-Garde Trading DOES NOT RATE, RANK, OR ENDORSE ANY OF THE TRADE ADVISORY SERVICES IN THE LETTER OF DIRECTION PROGRAM AND A TRADE ADVISOR'S INCLUSION IN THE LETTER OF DIRECTION PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF ANY KIND. IT IS THE CUSTOMER'S RESPONSIBILITY TO EVALUATE AND SELECT HIS/HER OWN STRATEGIES AND ADVISORS AND TO DETERMINE THE APPROPRIATENESS OF THE RECOMMENDED TRANSACTIONS FOR THEIR ACCOUNTS.

The undersigned Customer hereby confirms that they have provided Avant-Garde Trading with the trading system or publication set forth below, or other system that they select upon notice to you, that they either developed, purchased from a third party, or receive by subscription. Accordingly, Customer hereby directs and grants discretion to Avant-Garde Trading to enter trades for Customer's account in accordance with the trading signals and recommendations generated by the Publisher or System. In consideration of your acceptance of Customer's account to be traded pursuant to this Letter of Direction, Customer acknowledges, represents and agrees to the following terms and conditions:

1. Customer fully understands that the trading signals and recommendations are produced by the Publisher or System and not by Avant-Garde Trading, and that Avant-Garde Trading's responsibility is limited to using commercially reasonable efforts to enter orders pursuant to the signals and recommendations generated by the Publisher or System and received by Avant-Garde Trading. Customer warrants that they are responsible for understanding and evaluating all information and recommendations provided by the Publisher and their trade advisory newsletters, including the underlying strategies. Customer is responsible for any and all risks associated with such trading, including, without limitation, calls for additional funds related to such trading and errors of electronic systems and markets. Customer further agrees to hold Avant-Garde Trading, its representatives, officers, directors and employees and its parent and affiliated companies harmless from and against any and all disputes between Customer and the publisher/provider. Customer further warrants that Avant-Garde Trading has not solicited, or in any way recommended, my participation in the System. Customer has made inquiries and conducted research on the System sufficient to make an informed investment decision appropriate for Customer in light of their investment objectives and risk tolerance. Avant-Garde Trading cannot and does not imply or guarantee that Customer will make a profit from trading the System, and Customer agrees that they will not hold Avant-Garde Trading responsible for the System's performance or trading losses incurred in their account as a result of trading pursuant to the System or direction of Publisher. Customer understands that using the System or advice of publisher to generate trading signals exposes them to the risks associated with such trading. Customer agrees to accept such risks, which may include, but are not limited to, failure of hardware, software, internet connectivity, or associated communication systems and /or inaccurate external data feeds provided by third party vendors, and further agrees to hold Avant-Garde Trading harmless from any losses in my account associated with these risks.

2. By signing below, Customer agrees to accept, ratify, and confirm all orders, transactions, trades and dealings effected in or for Customer's account pursuant to the instructions then in effect in the Customer's profile. Customer has read and understands the SEC investor alert concerning auto trading available on the Firm's website at [www.avantgardetrading.com](http://www.avantgardetrading.com). Furthermore, Customer agrees to indemnify and hold harmless Avant-Garde Trading from and against all claims, actions, judgments, settlement amounts, liabilities, and costs, including attorney's fees arising out of or relating to any orders, transactions, trades, or dealings affected in or for Customer's Account. Participating Customers are authorizing Avant-Garde Trading to purchase and/or sell options contracts (cash or margin), open new option or stock positions, close existing positions, or exercise option contracts in accordance with the instructions in their Letter of Direction Profile and the recommendations of the Publisher's trade advisory newsletter service(s) as selected. Avant-Garde Trading DOES NOT EXERCISE ANY DISCRETION OVER LETTER OF DIRECTION ACCOUNTS. Avant-Garde Trading DOES NOT REVIEW OR ASSIST IN THE RECOMMENDATIONS OF TRADES MADE BY THE TRADE ADVISORY SERVICES. Avant-Garde Trading ACTS ONLY UPON SPECIFIC INSTRUCTIONS AS EXECUTING BROKER. If more than one Avant-Garde Trading Customer is using the same system or service as the System, Customer acknowledges and agrees that Avant-Garde Trading may enter block orders to enhance order execution, in which case fills will be allocated in accordance with the systematic fill allocation method employed by Avant-Garde Trading. Customer understands and acknowledges that market conditions (e.g. liquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate certain positions. Avant-Garde Trading shall not be responsible for mechanical or communication line failure, or system errors, or any other cause beyond its or their control. Customer acknowledges that Avant-Garde Trading can accept and transmit orders only if actually received or generated and then only on a "not held" basis (i.e. Avant-Garde Trading shall not be responsible for the execution of the orders through the process indicated or otherwise).

3. Avant-Garde Trading, in its sole discretion, may at any time cease to permit a trade advisory from participating in Letter of Direction and may cease to honor recommendations from any Publisher's trade advisory newsletter service. Avant-Garde Trading will notify Customers of any Publisher or trade advisory service that is no longer participating in the Letter of Direction program. If a Publisher or a trade advisory is no longer participating in Letter of Direction, Avant-Garde Trading Customers who receive such trade advisory's newsletters or other communications will be required to directly enter orders rather than using the Letter of Direction order entry service, including for existing positions previously and/or marketing agreements with some of the Publishers of trade advisory newsletter services participating in Letter of Direction. The existence of a marketing agreement does not constitute a recommendation or endorsement of such Publisher or its trade advisory newsletter service(s). Additionally, Avant-Garde Trading may have advertising or marketing agreements with third parties, including Publishers of newsletter and other types of advisory services providers where it pays the third party for advertisements for Avant-Garde Trading's services placed on that party's website. These are also for promotional purposes and are not endorsements or recommendation of Avant-Garde Trading by the third party.

Avant-Garde Trading will continue to process orders for a Customer's account in accordance with the Customer's Profile unless it is directed in writing to the contrary or the Customer's account lacks sufficient funds and/or equity. In order to verify a Customer's subscription to an advisory newsletter, Avant-Garde Trading may request a proof of active membership. Avant-Garde Trading may notify the publisher of the advisory newsletter to verify a Customer's subscription. In doing so, Avant-Garde Trading may confirm with the third party the Customer's name, e-mail address, basic identifying information, whether an order was filled, partially filled or not filled at all. If a Customer desires Avant-Garde Trading to provide a third party with additional information, the Customer must provide Avant-Garde Trading with a written authorization which specifies the information to be provided to the third party. Orders and/or trades may not be affected until such verifications are completed. If the subscription to the advisory newsletter expires or is canceled, the Customer is responsible for cancelling the Letter of Direction service online from the Avant-Garde Trading site or by calling Avant-Garde Trading. Avant-Garde Trading will not be held responsible for any Letter of Direction executions that occur due to the Customer not deleting the Letter of Direction service if the subscription is canceled with the Publisher. In the event the Customer wishes to terminate the Letter of Direction service, they must notify Avant-Garde Trading in writing via email or fax requesting Avant-Garde Trading terminate the Letter of Direction program. It may take Avant-Garde Trading up to one business day to remove service from an account. Letter of Direction Customers agree to follow the Publisher's newsletter trade recommendations in full, including all opening and closing trades.

Letter of Direction orders may be subject to rejection for a number of reasons, including but not limited to erroneous system rejection, possible unsettled funds violation, day trade violation, or some other regulatory violation that if executed at that instant would place the account on a trading restriction. If an order has been rejected that position will no longer be considered to be a part of the Letter of Direction program. If said order is a closing order, it will need to be closed out manually by the Customer. **SHOULD THIS OCCUR, THE CUSTOMER AGREES TO CLOSE OUT OF THE POSITION AS CUSTOMER SEES FIT AND WILL NOT RELY ON LETTER OF DIRECTION TO CLOSE OUT THE POSITION.** The Customer agrees to review the Order Status page for daily activity and all orders, including but not limited to reviewing all rejected orders and reasons. Customers wishing to cancel any open Letter of Direction orders or to discontinue following the recommendations of any particular third party previously designated by the Customer, must contact Avant-Garde Trading.

If the Customer enters a duplicate order to either open or close out a position created with Letter of Direction, then the Customer will be held responsible in the event of his account being oversold or overbought. Letter of Direction and its components and related materials are provided "as is." Avant-Garde Trading specifically disclaims, without limitation, all warranties of any kind whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, non-infringement, or those warranties arising from a course of performance, a course of dealing or trade usage. Avant-Garde Trading shall have no liability for any claims relating to any software, technology, equipment, information, or materials or that the website or the Letter of Direction service meets any specific requirements or will be uninterrupted, timely, secure, complete, accurate, or free from errors or defects. Avant-Garde Trading may at any time amend this Letter of Direction Terms and Conditions without prior notice to Customers. The current version of the Letter of Direction Terms and Conditions will be posted on Avant-Garde Trading website at [www.avantgardetrading.com](http://www.avantgardetrading.com) and a Customer's continued Letter of Direction activity after such amendment constitutes agreement to be bound by all amendments to the Letter of Direction Terms and Conditions, regardless of whether a Customer has actually reviewed them. Avant-Garde Trading is not bound by any verbal statements that seek to amend the Letter of Direction Terms and Conditions. Each Customer understands and consents to the terms of this Letter of Direction form. The authorization contained herein and all instructions then in effect with respect to the Letter of Direction service in the Customer's Profile shall remain in full force and effect until Avant-Garde Trading receives written notice of a change in such instructions or termination of this Authorization and shall not be affected or void by Customer's wishes or circumstances of Customer's liability with respect to any order, transaction, trade or dealing initiated prior to such termination and Customer's indemnification of Avant-Garde Trading with respect to such orders, transactions, trades, and dealings shall survive such termination.

Accounts enrolled in Letter of Direction are subject to additional risks including but not limited to the ones listed above. Letter of Direction is only offered to accounts that have designated their investment objective as "Speculation." By signing this form, the Customer is requesting to update their account investment objective to "Speculation." If any provisions of this authorization or indemnity shall be rendered invalid for any reason, the provisions of this agreement shall be deemed modified or superseded as the case may be, and these provisions shall in all respects continue to be in full force and effect. By executing this agreement, you confirm that you have read, understand, and agree to the terms set forth herein and intend legally to be bound by those terms as amended from time to time and available on Avant-Garde Trading's website at [www.avantgardetrading.com](http://www.avantgardetrading.com).

I hereby authorize Avant-Garde Trading, through the Letter of Direction service and in accordance with Avant-Garde Trading's Letter of Direction Terms and Conditions, as the undersigned's agent and attorney-in-fact to buy, sell (including short sales) and trade or otherwise acquire including without limitation stocks, and/or puts, calls, options or other contracts relating to the same on margin or otherwise, in the undersigned's name and for the undersigned's account held at Apex Clearing Corporation. This authorization is limited to purchase (cash or margin) and sales transactions only and does not afford Avant-Garde Trading to transfer securities and/or disburse funds from my account. Avant-Garde Trading is directed to follow instructions provided by me in my Letter of Direction Profile submitted by me. **I ACKNOWLEDGE AND UNDERSTAND THAT TRANSACTIONS MAY BE AUTOMATICALLY EXECUTED IN ACCORDANCE WITH THE PARAMETERS ESTABLISHED BY LETTER OF DIRECTION WITH OR WITHOUT MY CONSENT AT THE TIME OF EXECUTION.** I acknowledge that it is my responsibility to monitor, update and maintain accurate instructions in the Profile, and that I will immediately notify Avant-Garde Trading in the event that my personal or financial information changes. I understand that I am responsible for understanding the underlying strategies automated by Letter of Direction, and that I am responsible for any risks, losses, or additional calls for funds related to such trading. Further, I acknowledge

that the Letter of Direction service is offered on a Best Efforts, Not Held, basis, and that I am subject to risk from errors of electronic systems, communications and markets. Apex Clearing Corporation may accept and rely upon any instructions received from Avant-Garde Trading concerning my account and shall have no obligation to determine whether such instructions received from Avant-Garde Trading or its representatives, employees, or other agents are in accordance with the terms of this authorization. IN USING AVANT-GARDE TRADING'S SERVICES, INCLUDING LETTER OF DIRECTION, EACH CUSTOMER AGREES THAT NEITHER AVANT-GARDE TRADING NOR ITS AFFILIATES ARE OR SHALL BE DEEMED TO BE PROVIDING TAX, LEGAL, OR INVESTMENT ADVICE. CUSTOMER FURTHER AGREES THAT HE OR SHE WILL NOT USE ANY INFORMATION OR MATERIALS PRODUCED OR AVAILABLE THROUGH AVANT-GARDE TRADING AS THE BASIS FOR ANY OF CUSTOMER'S INVESTMENT DECISIONS. CUSTOMER FURTHER AGREES THAT HIS OR HER USE OF OR RELIANCE ON RECOMMENDATIONS OF ANY THIRD PARTY IS AT THE CUSTOMERS' SOLE AND EXCLUSIVE RISK. I hereby agree to indemnify and hold harmless Avant-Garde Trading and Apex Clearing Corporation from and to pay promptly on demand any and all losses arising there from or debit balances thereon. This authorization and indemnity is in addition to (and in no way limits or restricts) and any rights that Avant-Garde Trading and Apex Clearing Corporation may have under any other agreement nor agreements with me. If any provisions of this authorization or indemnity shall be rendered invalid for any reason, the provisions of this agreement shall be deemed modified or superseded as the case may be and these provisions shall in all respects continue and be in full force and effect. I further agree that this authorization and indemnity shall remain in full force and effect until a written termination request, whether submitted by fax, email, mail or overnight courier, is received and confirmed by Avant-Garde Trading at 230 West Monroe, Suite 845, Chicago, Illinois, 60606, but such termination shall not affect any liability resulting from transactions initiated prior to such revocation.

PROGRAM	NUMBER OF CONTRACTS/SHARES/UNITS	OR	\$AMOUNT PER TRADE
_____	_____		_____
_____	_____		_____
_____	_____		_____
_____	_____		_____

\_\_\_\_\_  
**Customer Name (Print)**

\_\_\_\_\_  
**Joint Customer Name (Print)**

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Joint Customer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Account Number:** \_\_\_\_\_

