

1900 L Street NW  
Suite 301  
Washington, DC 20036



Phone: 202.386.7261  
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Division of Success Trade Securities, Member FINRA | SIPC

## DAY TRADING CLIENT AGREEMENT

This AGREEMENT is entered between Success Trade Securities, Inc., (hereinafter referred to as the "Company"), a Washington, DC corporation with its principal place of business at 1900 L Street NW, Suite 301, Washington, DC 20036 and you as a customer of the Company (herein referred to as the "Trader")

### 1. REPRESENTATIONS

The Trader has opened a retail margin account with the Company and/or has given trading authorization, if any exists, to the party listed below. Trader represents that the personal background, investment experience and financial information provided to the Company in all account documentation is true and accurate in all respects and agrees to advise the Company promptly of any changes in such information.

The Trader represents to the Company that the Trader:

- Is an experienced and sophisticated investor;
- Is not currently licensed as a registered representative with any other FINRA or NYSE firm;
- Understands the risks associated with day trading and the high aggregate commissions/ticket costs that will occur in light of the high volume of trading activities;
- The capital Trader is using does not consist of funds designated for retirement and is aware that Trader's account capital and margin credit may be lost and that such loss can be afforded and will not cause undue hardship;
- Has not solicited the Company's support and assistance in undertaking day trading activities and has not received or relied upon any representations by the Company as to the risks or potential return on investment involved in day trading activities.

### 2. ORDER ENTRY SUPPORT

The Company will provide the Trader with the software Trader has selected, as specified below, as well as a financial data feed. Trader acknowledges that other customers of the Company are day traders, that the Company's support facilities and desk space are limited and that all daytrading customers will be provided support facilities in turn as they are available. The Company will not issue any specific investment advice to the Trader.

### 3. DISCLAIMER AND WAIVER

The Company makes no warranties on the operation or performance of the Hardware or Software, or the accuracy of Financial Data Services. In the event of a system failure, the Company and its Clearing Firm will make every reasonable effort to execute the Trader's orders, but does not assume the market risk of such orders. The Company's sole liability under this agreement shall be limited to the loss of customer funds due solely to fraudulent or dishonest acts by an employee of the Company. Trader acknowledges that the Financial Data networks and lines and that such technologies are subject to failure, interruption, and downtime and accepts such risks and waives any and all claims against the Company for any such interruption, failure or downtime.

### 4. MARGIN CREDIT

The Company's Clearing Firm will extend the Trader margin credit of two times the cash balance in the Trader's account toward the purchase of marginable securities. The Trader assumes responsibility of tracking activity and monitors capital available in Trader's account prior to requesting the execution of any trade and assumes full responsibility for all trades requested. Trader agrees to comply in a timely manner with any federal funds call, margin or maintenance calls or other debits issued by the Company's Clearing firm with respect to the Trader's account.

### 5. TRADING COSTS

The Company will charge a ticket charge in accordance with the agreement between the Company and the Trader. The Trader will, additionally, be responsible for ECN fees, listed securities charges, trade errors effected by the Trader's activity which result in a loss, and other fees that may be known to the Trader. These fees will be debited automatically from Trader's account.

A schedule of all such fees is available from the Company.

### 6. TERMINATION

The Trader Acknowledges that Order Entry Support provided hereunder is at the will of the Company and that such Support and this Agreement may be terminated at any time by the Company with or without cause.

As a customer of this account (the "Trader"), I do hereby swear and affirm that I will only trade my own money in my day trading account at Success Trade Securities, Inc. (the "Company"). I further swear and affirm that I will not allow any third party to day trade on my behalf.

Account Name		Account Number	
Account Holder's Signature	Date	Joint Holder's Signature (if applicable)	Date

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## DAY TRADING RISK DISCLOSURE

All new non-institutional customers of Success Trade Securities, Inc. must be provided with this document upon new account establishment even if the customer does not intend to use the account for day trading purposes. The registered representative should ascertain if the account is used for Day Trading purposes, and that the approval of the firm has been granted pursuant to Rule 2130 of the Financial Industry Regulatory Authority. This Risk Disclosure Statement must be provided to every new account as set forth by FINRA Rule 2270.

**Dear Valued New Customer:**

You should consider the following points before engaging in a day-trading strategy. A “day-trading strategy” means an overall trading strategy characterized by the regular transmission by a customer of intra-day orders to effect both purchase and sale transactions in the same security or securities.

**Day trading can be extremely risky.** Day trading generally is not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. You should be prepared to lose all of the funds that you use for day trading. In particular, you should not fund day-trading activities with retirement savings, student loans, second mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required to meet your living expenses. Further, certain evidence indicates that an investment of less than \$50,000 will significantly impair the ability of a day trader to make a profit. Of course, an investment of \$50,000 or more will in no way guarantee success.

**Be cautious of claims of large profits from day trading.** You should be wary of advertisements or other statements that emphasize the potential for large profits in day trading. Day trading can also lead to large and immediate financial losses.

**Day trading requires knowledge of securities markets.** Day trading requires in-depth knowledge of the securities markets and trading techniques and strategies. In attempting to profit through day trading, you must compete with professional licensed traders employed by securities firms. You should have appropriate experience before engaging in day trading.

**Day trading requires knowledge of a firm’s operations.** You should be familiar with a securities firm’s business practices, including the operation of the firm’s order execution systems and procedures. Under certain market conditions, you may find it difficult or impossible to liquidate a position quickly at a reasonable price. This can occur, for example, when the market for a stock suddenly drops, or if trading is halted due to recent news events or unusual trading activity. The more volatile a stock is, the greater the likelihood that problems may be encountered in executing a transaction. In addition to normal market risks, you may experience losses due to system failures.

**Day trading will generate substantial commissions, even if the per trade cost is low.** Day trading involves aggressive trading, and generally you will pay commissions on each trade. The total daily commissions that you pay on your trades will add to your losses or significantly reduce your earnings. For instance, assuming that a trade costs \$16 and an average of 29 transactions are conducted per day; an investor would need to generate an annual profit of \$111,360 just to cover commission expenses.

**Day trading on margin or short selling may result in losses beyond your initial investment.** When you day trade with funds borrowed from a firm or someone else, you can lose more than the funds you originally placed at risk. A decline in the value of the securities that are purchased may require you to provide additional funds to the firm to avoid the forced sale of those securities or other securities in your account. Short selling as part of your day-trading strategy also may lead to extraordinary losses, because you may have to purchase a stock at a very high price in order to cover a short position.

**Potential Registration Requirements.** Persons providing investment advice for others or managing securities accounts for others may need to register as either an “Investment Advisor” under the Investment Advisors Act of 1940 or as a “Broker” or “Dealer” under the Securities Exchange Act of 1934. Such activities may also trigger state registration requirements.

**DAY TRADING USER AGREEMENT:**

As the customer of this account **I have decided to engage in day trading or wish my account to be designated as a Day Trading Account.** I understand that the firm shall make an appropriateness determination to ascertain if I qualify for Day Trading. I have read this disclosure, and by signing below I understand the risks of Day Trading and I certify that I have determined that Day Trading is suitable for my account. I understand my account may not be approved for Day Trading, and if the account is approved, the firm may re-examine periodically to see if Day Trading continues to be appropriate for me, and may request re-certification to Day Trade at the firm.

I **HAVE** decided to engage in day trading or wish my account to be designated as a Day Trading Account.

Account Name		Account Number	
Account Holder’s Signature	Date	Joint Holder’s Signature (if applicable)	Date