

# ATOMIC BROKERAGE LLC GENERAL DISCLOSURES

## Overview

These General Disclosures are being provided in order for Atomic Brokerage LLC ("**Atomic Brokerage**" or the "**Firm**") to remain compliant with a number of customer account disclosures required by the Financial Industry Regulatory Authority ("**FINRA**"). This notification is for informational purposes and does not require any action on your part.

Atomic Brokerage is a member of the Securities Investor Protection Corporation ("**SIPC**"). SIPC plays an important role in the overall system of investor protection in the United States by, in certain specified situations, restoring funds to investors with assets in the hands of bankrupt and otherwise financially troubled brokerage firms. When a brokerage firm is closed due to bankruptcy or other financial difficulties and customer assets are missing, SIPC steps in as quickly as possible and, within certain limits, works to return customers' cash, stock, and other securities. You may obtain more information about SIPC, including a brochure entitled *How SIPC Protects You*, by contacting SIPC at:

*Securities Investor Protection Corporation*

1667 K Street, N.W. Suite 1000

Washington, D.C. 20006

phone: (202) 371-8300

Email: [asksipc@sipc.org](mailto:asksipc@sipc.org)

You may also visit SIPC's website at [www.sipc.org](http://www.sipc.org).

## Form CRS ("Customer Relationship Summary")

The Form CRS is an easy-to-read disclosure document intended to enhance investor protection by providing an important relationship summary about an advisor or broker. Reading a Form CRS can help you decide if an adviser or broker is right for you. You may view Atomic Brokerage's Form CRS at [https://files.brokercheck.finra.org/crs\\_315263.pdf](https://files.brokercheck.finra.org/crs_315263.pdf).

## FINRA Regulation Public Disclosure Program

Atomic Brokerage is required by FINRA Rules to provide you with information about the availability of information through FINRA's Public Disclosure Program. FINRA's investor brochure may be obtained via the FINRA Web Site [www.finra.org](http://www.finra.org) or through the FINRA Public Disclosure Program Hotline Number at (800) 289-9999. [FINRA Broker Check](#) is where you may obtain additional information on Atomic Brokerage or any of the licensed personnel associated with the firm.

## MSRB Rule G-10 - Investor Education and Protection

Atomic Brokerage is registered with the U.S. Securities and Exchange Commission (“**SEC**”) and the Municipal Securities Rulemaking Board (“**MSRB**”). As such, Atomic Brokerage is subject to the regulations and rules on municipal securities activities established by the MSRB. The website for the SEC is [www.sec.gov](http://www.sec.gov) and the website for the MSRB is [www.msrb.org](http://www.msrb.org). In addition to having educational material about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB rules. The website also describes how to file a complaint with Atomic Brokerage or an Atomic Brokerage representative with the FINRA Investor Complaint Center.

### **529 Plan Accounts**

529 plans are tax-advantaged qualified tuition program accounts designed to help save for qualified education expenses. The 529 Plan Disclosure Document (provided to you at the time of account opening) contains complete details on investment objectives, risks, fees, charges, and expenses, as well as more information about municipal fund securities and the underlying investment companies that should be considered before investing. Please read the Plan Disclosure Document carefully prior to investing.

There are no guarantees that a fund's investment strategy will be successful or that education expenses will be met. Even if you contribute the maximum amount, there is no assurance that the money in your account will be sufficient to cover all the education expenses your beneficiary may incur, or that the rate of return on your investment will match or exceed the rate at which education expenses may rise. The impact of inflation on education expenses is uncertain and could exceed the return on your investments in your Account.

If your state or your designated beneficiary's state offers a 529 plan, you may want to consider what, if any, potential state income-tax or other state benefits it offers, such as financial aid, scholarship funds, and protection from creditors, before investing. State tax or other benefits should be one of many factors to be considered prior to making an investment decision. Please consult with your financial, tax, or other advisor about how these state benefits, if any, may apply to your specific circumstances. You may also contact your state 529 plan or any other 529 education savings plan to learn more about their features. Please contact Atomic Brokerage to obtain a Plan Disclosure Document or prospectus for any of the underlying funds.

529 PLANS ARE NOT FDIC INSURED, MAY LOSE VALUE, AND ARE NOT BANK OR STATE GUARANTEED.

### **Important Information about New Account Opening Procedures / Customer Identification Program**

The USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism) was enacted to strengthen the United States government's ability to combat terrorist financing and money laundering. An essential component of the USA PATRIOT Act requires financial

institutions to obtain, verify and record information that identifies each person or entity with an account relationship at a financial institution.

If you are an individual and open an account or carry out transactions with Atomic Brokerage, the Firm collects the following information:

- Name
- Date of birth
- Address
- Identification number:
  - U.S. citizen: taxpayer identification number (Social Security number or employer identification number)
  - Non-U.S. citizen: taxpayer identification number; passport number and country of issuance; alien identification card number; or government-issued identification showing your nationality, residence address, and a photograph of you.

In certain cases, you may also need to provide a copy of your driver's license or other identifying documents.

If you are a corporation, partnership, trust, or other entity opening accounts with Atomic Brokerage, Atomic Brokerage asks for:

- Name
- Address (either principal place of business, a local office, or other physical location)
- A U.S. taxpayer identification number or, if not organized in or a resident of the United States or filing U.S. income tax returns, the number and country of issuance of any other government-issued document certifying the existence of the organization
- Such other information or documents that we consider necessary to verify the entity's identity. Examples of additional information include articles of incorporation, a government-issued business license, a partnership agreement or a trust instrument. We may also verify the entity's identity through other means.

If the above information is not provided, Atomic Brokerage may not be able to open an account or carry out transactions for you. If Atomic Brokerage has already opened an account for you, it may face closure.

## **Statement of Financial Condition**

Pursuant to the Securities Exchange Act of 1934, Atomic Brokerage must provide clients with certain financial information. Atomic Brokerage's [12/31/2025 Audited Statement of Financial Condition](#) is available for you to view, print, and download, or you can contact Atomic Brokerage at [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com). In connection with our most recent annual reports filed pursuant to Rule 17a-5, a material weakness was identified. A copy of the report of the independent public

accountant is available for your review at the SEC offices in Washington, DC, and New York, NY.

## Clearing and Custody

Atomic Brokerage is your broker and is responsible for the full cycle of trading from order confirmation, clearing, settlement, and custody for any trade orders you place. Specifically, for the clearing and settlement of executed orders, and custody of your holdings, there are two types of arrangements in the market provided by the custodian - an omnibus model or a fully-disclosed model. Atomic Brokerage has clearing arrangements through different custodians, with the criteria dependent upon various factors including the account type (e.g., individual, joint, trust, IRA, or 529) and/or security type (e.g., equities, options, fixed income, or mutual funds).

Atomic Brokerage has a fully-disclosed clearing arrangement with Pershing LLC (DBA "BNY Pershing"). For fully disclosed arrangements, trade orders are cleared, settled, and custodied in the name of the customer for the sole benefit of the customer. For fully disclosed arrangements, you understand that Pershing LLC carries your account and is responsible for custody and clearing services and bookkeeping of transactions but is not otherwise responsible for the conduct of Atomic Brokerage. You agree that until receipt of written notice from you to the contrary, Pershing LLC may accept from Atomic Brokerage, without inquiry or investigation, (i) orders for the purchase or sale of securities for your account, (ii) any other instructions concerning your account or any securities or other assets in your account, or (iii) any instructions for the purchase of securities or other property on margin, if you have a margin account. Pershing LLC shall look solely to Atomic Brokerage unless otherwise directed by Atomic Brokerage, and not to you, with respect to any such orders or instructions; except that Pershing LLC will deliver confirmations, statements, and all written or other notices with respect to an account directly to you with copies to or made available to Atomic Brokerage, and that Pershing LLC will look directly to you for delivery of margin, payment, or securities or to Atomic Brokerage, if you do not deliver them. You agree to hold Atomic Brokerage harmless from and against any losses arising in connection with the delivery or receipt of any such delivery or payment. IRAs and 529 Plan accounts will be custodied on a fully-disclosed basis. Mutual funds, fixed income securities, equities and options may be custodied on a fully-disclosed basis or omnibus basis.

Atomic Brokerage has entered into different omnibus clearing arrangements which utilize an omnibus account to facilitate the settlement and custody of trades on your behalf. Omnibus custodial and clearing services used by Atomic Brokerage can be found on its [BrokerCheck report](#). For omnibus arrangements, all trade orders are cleared, settled, and custodied in the name of Atomic Brokerage for the sole benefit of its customers. Your beneficial ownership interest in the omnibus account is reflected in Atomic Brokerage's records of your ownership in all security positions. You understand that the clearing firm custodies your beneficial ownership interest in the omnibus account and is responsible for the clearing and settlement of your transactions but is not otherwise responsible for the conduct of Atomic Brokerage. You agree that until receipt of written notice from you to the contrary, the clearing

firm may accept from Atomic Brokerage, without inquiry or investigation, (i) orders for the purchase or sale of securities for your beneficial ownership interest, (ii) any other instructions concerning your beneficial ownership interest or any securities or other assets in your beneficial ownership interest in the omnibus account at the clearing firm, or (iii) any instructions for the purchase of securities or other property on margin, if you have a Margin Account. The clearing firm shall look solely to Atomic Brokerage unless otherwise directed by Atomic Brokerage, and not to you, with respect to any such orders or instructions. Atomic Brokerage will deliver confirmations, statements, and all written or other notices with respect to your account directly to you on a timely basis. The clearing firm will look directly to Atomic Brokerage for delivery of margin, payment, or securities. You agree to hold Atomic Brokerage harmless from and against any losses arising in connection with the delivery or receipt of any such delivery or payment. Certain individual, joint, and trust accounts will be custodied on an omnibus basis.

By opening an account with Atomic Brokerage, you authorize Atomic Brokerage, in its discretion, to transfer your assets, in whole or in part, between a fully disclosed carrying arrangement and an omnibus carrying arrangement. Such transfers may be made for operational, administrative or other reasons and will not diminish your ownership rights. You acknowledge and agree that such transfers may occur without further notice to you provided they are consistent with this authorization.

## Business Continuity Planning

Atomic Brokerage has an established Business Continuity Plan (“**BCP**”) that includes systems and procedures for backup and recovery of mission critical systems / data, alternate communications with customers/employees and alternate physical locations. Atomic Brokerage’s BCP is designed to address the effects of various significant business disruptions (“**SBDs**”), whether internal (e.g., affecting Atomic Brokerage’s building or systems) or external (e.g., affecting a business district, city, or region in which Atomic Brokerage conducts business), that may be caused by a number of foreseeable scenarios. Atomic Brokerage’s BCP includes a crisis management framework as well as a number of contingency sites and plans to address both internal and external SBDs. In the event that your firm experiences a significant business interruption, you may contact Atomic Brokerage directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to Atomic Brokerage must be in writing and transmitted via email to: [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com) or by postal service as follows.

Atomic Brokerage LLC  
107 Greenwich Street, 21st Floor  
New York, New York 10006

Atomic Brokerage’s policy is to respond to all SBDs by focusing on:

- Safeguarding employees’ lives, customer assets, and Firm property
- Making timely and prudent financial and operational assessments
- Quickly recovering and resuming essential business operations within hours, and if not feasible, the next business day

- Protecting the Firm's books and records
- Allowing Atomic Brokerage customers to transact business

You can review the Atomic Brokerage Business Continuity Plan Summary [here](#).

## Trusted Contact Person

If you would like to add or change a trusted contact for your Atomic Brokerage account at any time, please email [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com) with the full name and contact information (email address, phone number and address) of your trusted contact. A trusted contact is a person you authorize us to contact in limited circumstances, such as if there's a concern about activity in your account and we've been unable to get in touch with you. Naming someone as a trusted contact does not give that person any authority to act on your behalf, execute transactions or engage in activity in your account.

## Complaints

Complaints concerning services provided by Atomic Brokerage should be directed to:

Name: Catherine (Katie) Makstenieks, Chief Compliance Officer, or Michael Hahn, Chief Executive Officer  
Email: [Katie.mak@atomicvest.com](mailto:Katie.mak@atomicvest.com) or [michael.hahn@atomicvest.com](mailto:michael.hahn@atomicvest.com)  
Address: 107 Greenwich Street, 21st Floor, New York, New York 10006  
Phone: 212-419-5037

## Payment for Order Flow Practices SEC Rules 606 and 607

In certain cases, Atomic Brokerage may receive payment in return for directing customer equity order flow to particular market centers. Atomic Brokerage sends certain equity orders to exchanges, electronic communication networks, or broker-dealers. Some of these market centers provide credits to Atomic Brokerage or charge access fees depending upon the characteristics of the order and any subsequent execution.

SEC Rule 606 requires all broker-dealers (including introducing firms) that route customer orders in equity and option securities to make publicly available quarterly reports that, among other things, identify the venues to which customer orders are routed for execution and also disclose the material aspects of the broker-dealer's relationship with such venues and any compensation related thereto. In compliance with Rule 606, you can view a summary of Atomic Brokerage's order routing activity for fully disclosed accounts (cleared through Pershing LLC) on the website <https://www.orderroutingdisclosure.com/> and for accounts carried on an omnibus basis on the website <https://www.atomicvest.com/sec-rule-606>.

As a matter of Firm policy, the Firm does not accept orders from clients which are directed to a particular market venue or exchange.

## Trading

All trading carries risk, including the potential loss of your entire investment, and past performance is no indication or guarantee of future results.

**Principal Trading.** Atomic Brokerage may execute certain orders as principal. The Firm may trade securities for your account on a principal basis for whole share and fractional share orders, in addition to orders for other securities.

**Fractional Trading.** Fractional trading has unique risks and has certain limitations; fractional shares may also have different rights from full share interests in the same security. You should review and understand these risks and limitations before engaging in fractional share trading. See the [Atomic Brokerage LLC Fractional Share Trading Disclosure](#).

The following describe Atomic Brokerage's system capabilities in facilitating trading for customers. The details of these payments and fees are available upon written request.

### **Order Entry**

Atomic Brokerage facilitates trading for your account, which may include order entry on a whole share or fractional share basis. Included within the account may be fractional shares (e.g. 0.62 shares) resulting from dividends or other purchases. Fractional Trading allows you to trade and hold fractional share quantities of less than one full share (e.g. 0.62 shares) in your account. We allow you to submit a whole share order or a fractional order, depending upon the nature of your account.

Fractional trading is generally available for many exchange-listed National Market System ("**NMS**") securities; however, securities available for fractional trading are subject to change without notice by Atomic Brokerage. If a security is no longer eligible for fractional trading, then your existing fractional shares may be subject to liquidation only, meaning that you cannot accumulate more fractional shares in the particular security, but you will be able to divest your fractional share interests in that security.

Security positions held in your account are reflected on our books and records to four decimal places.

### **Order Types**

Atomic Brokerage currently supports market orders only. A market order is an order to buy or sell a security as quickly as possible at the current market price but without a guarantee of the execution price. It is important for investors to remember that the current National Best Bid of Offer ("**NBBO**") or last-traded price is not necessarily the price at which a market order will be executed as further explained below.

Orders placed may have Time-in-Force instructions for **DAY** or Good-til-Canceled (“**GTC**”). If you place an order to buy or sell a specific dollar amount, Atomic Brokerage will calculate an estimated order quantity by dividing the dollar amount of the order by the price at the time it is received. Due to rounding and price movements, the actual share amount received may differ from the estimated order quantity. If you place an order to buy or sell a specific number of shares, Atomic Brokerage will calculate an estimated dollar amount of the order by multiplying the number of shares by the price at the time the order is received and rounding to two decimal places. Due to rounding and price movements, the estimated notional value of the order may differ from the actual notional value of the order, but may not exceed the total buying power available. There are scenarios where the converted share quantity calculation upon receipt may differ from the actual quantity received when executed due to factors including price changes between when the order was requested and when it was executed, fees assessed on trading, rounding errors, or taxes.

Orders received in good form by Atomic Brokerage will be accepted and routed to the marketplace for execution. Cancellation of a market order is not guaranteed. If the order has been released for execution you may not be able to cancel your order. Similarly, there is no ability to request that an order be “canceled and replaced” (meaning, you cannot modify an order once it has been submitted). Instead, you will need to cancel your order outright and then submit a new one.

During periods of heavy trading and/or wide price fluctuations, there may be delays in executing your order and fractional trading may not be available. If you place a market order in volatile market conditions, there could be a significant difference between the quote you received prior to or at the time you placed the order and the execution price that you receive.

In the event of a trading halt, your order will be held until trading resumes. If your order has begun executing, and the fractional portion of your share has not yet been filled, the fractional portion of your trade may be canceled and not executed. If you submitted an order with a time-in-force instruction for DAY, and trading does not resume or your order is not able to be executed, then your order will be canceled (including any fractional trading), and you will need to resubmit your order the following trading day. GTC orders will be retained for the next market trading session if not canceled.

Atomic Brokerage may act on an agency, principal, or mixed capacity basis, when executing a trade depending on the nature of the order, and whether your order contains any fractional shares.

Atomic Brokerage may execute the whole share and fractional share components of a trade on a “**Principal**” basis. When executing on a Principal basis, Atomic Brokerage will execute the fractional component of the order against its principal facilitation account. Any fractional share interest in the whole share not allocated to your account may be allocated to other customers or retained by Atomic Brokerage as principal.

Atomic Brokerage may execute a trade which includes both a full share and fractional share component (e.g. 1.4 shares) on a “**Mixed Capacity**” basis. When executing on a Mixed Capacity basis, part of the order may be executed on a principal or agency basis, while the fractional share component of the order is executed on a Principal basis.

### Trade Execution

All trading, including fractional trading, is executed by Atomic Brokerage on a best-efforts basis only. Atomic Brokerage does not guarantee that there will be a market for a particular security and makes no representations or warranties about its ability or willingness to facilitate trading in fractional shares, or the execution timing of an order.

All orders, including those for fractional trading, are marked “**Not Held,**” which gives Atomic Brokerage and/or the execution venue handling the order the time and price discretion to execute the order without being held to the security’s current quote. Each time you submit an order to buy or sell a security, you authorize Atomic Brokerage to “**work the order.**”

For orders that are executed on an “**Agency**” basis, Atomic Brokerage regularly reviews such orders for quality of execution. Additionally, Atomic Brokerage will endeavor on a best-efforts basis to execute fractional shares at a comparable price. Please note that the price your order is executed at may be higher or lower than the price at the time you place your order. Fractional shares may not be eligible for “**Price Improvement.**” Price Improvement occurs when an order is executed at a price more favorable than the NBBO. Price Improvement will operate differently, and in some situations less advantageously, in connection with fractional trading from the way it would if you were trading in whole share quantities. Additionally, in certain situations Price Improvement on the fractional share component of an order will affect the execution price rather than the share quantity of an order.

Orders placed prior to market open may not be executed directly at the open and orders placed close in timing to the close of the market are not guaranteed to be processed that same day; if your order has not processed and has a time-in-force of DAY or was canceled, you will need to replace your order the following trading day.

**Atomic Brokerage does not offer extended hours trading.** Atomic Brokerage will wait for the primary exchange to open before commencing trading in a particular security, and the availability of trading and fractional trading in a particular security may depend on the prevailing market conditions. Atomic Brokerage may periodically be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Trade corrections and adjustments will be executed by Atomic Brokerage in a principal capacity, and when trading as principal for its own account, Atomic Brokerage may make a profit or incur a loss.

For accounts held with Pershing LLC, if you request to sell all shares of a position, it is treated as a request to close your entire position. This means that any shares you've received through dividend reinvestments will also be included in the sale. As a result, the total shares sold may be slightly higher than the number you entered.

## Shareholder Rights

Fractional shares may have different rights from full share interests of the same security. You should be aware of the following as it relates to shareholder rights:

- **Transfer of Fractional Shares.** Fractional share positions may not be able to be transferred or certificated. The Automated Customer Account Transfer System (“**ACATS**”) does not support fractional shares. If you want to transfer your account or specific fractional share positions to another broker, you may be required to sell the fractional share position(s) and transfer the cash proceeds.
- **Voting.** If applicable, Atomic Brokerage relies upon the Registered Investment Advisor associated with your account to conduct proxy voting on your behalf.
- **Dividends.** If your fractional share pays a dividend, the dividend payable to your fractional share position must be greater than or equal to \$0.01 in order to be credited to your account. Atomic Brokerage does not offer a dividend reinvestment program, and any proportionate dividends received will require you to place an order to invest those funds or hold them in cash.
- **Corporate Actions.** Fractional shares may be eligible to participate in mandatory corporate actions such as stock splits, mergers, or spin-offs. Where available, Atomic Brokerage will distribute interests in proportion to ownership interest, inclusive of fractional shares. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described herein. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to your ownership interest. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as Atomic Brokerage's applicable policies and procedures, which may result in a different outcome from what is described herein.
- **Cash-in-Lieu.** If you receive fractional shares as the result of a corporate action, Atomic Brokerage may, in its sole discretion, sell such fractional shares on the open market or to the issuer or transfer agent and distribute the pro-rata proceeds to your account. If sold on the open market, the sale price may differ from that offered to certain registered owners by the issuer or transfer agent.

## Undistributable Interests

All trading and certain items related to fractional share ownership including, but not limited to, those stated above in *Shareholder Rights*, may be subject to *Undistributable Interests*. Atomic Brokerage will only support payments that are equal to or greater than \$0.01 per share. Amounts smaller than \$0.01, or other non divisible amounts, will not be distributed. Instead, it is generally but not always the case, that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by Atomic Brokerage, and when it exceeds \$1.00, it will be escheated.

## **Tax Treatment**

Atomic Brokerage and you agree to treat you as the owner of all fractional share interests allocated to your account, to file all tax returns in accordance with such treatment, and to take no action inconsistent with such treatment.

## **Additional Considerations**

If your account is closed, then fractional shares held in your account may be liquidated and the proceeds distributed to you as cash.

Atomic Brokerage, its affiliates, vendors, licensors, and agents may collect anonymous, statistical data about your trading activity, including information gained through the use of tags and other means. You agree that we may use this data for purposes of improving our services, and for our other business purposes.

## **Confidentiality**

Atomic Brokerage's policy is to maintain the confidentiality of client nonpublic personal information, order and transaction information. Please be assured that Atomic Brokerage has strict policies and procedures in place on confidentiality of client information, as well as secure trading and operational technology to provide superior protection of our clients' portfolio holdings and related trading activity.

## **Privacy Policy**

GRAMM-LEACH BLILEY ACT, SEC REGULATION S-P and REGULATION S-AM require Atomic Brokerage to disclose its privacy policy. Atomic Brokerage's Privacy Policy is available by clicking [here](#).

## **Types of Nonpublic Personal Information We Collect**

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization.

## **Parties to Whom We Disclose Information**

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our business except as required or permitted by law. Permitted disclosures include, for instance, providing information to our

employees and, in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared. Atomic Brokerage may also share information with its affiliate.

## **Protecting the Confidentiality and Security of Current and Former Client's Information**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

Please contact us at [privacy@atomicvest.com](mailto:privacy@atomicvest.com) if you have any questions, or want to opt out of our information sharing. Your privacy and the ability to provide you with quality financial services are very important to us.

## **Consent to Electronic Records and Signatures**

Required documents are provided to you electronically. By agreeing to the terms within the [Atomic Brokerage Account Agreement](#), you are consenting to the electronic delivery of all Atomic Brokerage agreements and related disclosures and providing signatures electronically where required.

## **Electronic Interface Terms of Use**

The AtomicVest Inc. Terms of Use govern your use of Atomic Brokerage's website, mobile application and all other electronic interfaces. By using Atomic Brokerage's electronic interfaces, you agree to the [AtomicVest Inc. Terms of Use](#) and [Atomic Privacy Notice](#).

## **Fee and Account Disclosures**

Fees may vary for each client. [See Atomic Brokerage's Schedule of Maximum Charges](#).

Participation in the Atomic Brokerage LLC Cash Sweep Program will not affect your brokerage account fees.

## **Client Credit Balances**

Client credit balances can earn interest on uninvested cash swept to FDIC-insured program banks and money market funds, subject to eligibility criteria. These vehicles pay interest on your swept cash, minus any fees paid to Atomic Brokerage. The Annual Percentage Yield (APY) that you will receive might change at any time at the discretion of these banks and funds. Additionally, any fees Atomic Brokerage receives

may vary and is subject to change. Atomic Brokerage may also share a percentage of fees received with certain third parties. Neither Atomic Brokerage nor any of its affiliates are banks.

Funds in transit to or from program banks are generally not FDIC-insured. Cash is only protected by FDIC insurance (subject to coverage limits and eligibility requirements) once deposited in the program bank deposit accounts. For more information on FDIC insurance, visit [www.FDIC.gov](http://www.FDIC.gov). Deposits held in program banks are not protected by SIPC.

If you participate in the Atomic Brokerage Cash Sweep Program (“**Atomic Cash Sweep**”), you authorize Atomic Brokerage to allocate your funds among one or more program banks at its discretion. Deposits at each program bank are insured by the FDIC up to \$250,000 per insurable capacity. In total, funds deposited into Atomic Cash Sweep are eligible for up to \$2,500,000 of FDIC insurance once the funds reach one or more program banks (up to \$250,000 for each insurable capacity at up to 10 Program Banks). However, if you direct Atomic to exclude certain program banks, the amount of available FDIC insurance may be lower. You are responsible for monitoring the total amount of deposits that you have with each program bank, in order to determine the extent of FDIC deposit insurance coverage available to you. **You should not expect cash deposited in an Atomic Brokerage account used solely for the purpose of accessing the Atomic Cash Sweep to be protected by SIPC or FDIC insurance, and cash is only protected by FDIC insurance (subject to coverage limits and eligibility requirements) once deposited by Atomic Brokerage in the unaffiliated bank deposit accounts. You may opt to have cash invested in a money market fund eligible for SIPC coverage by sending an email to [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com)**. For details about the Atomic Cash Sweep, see the full [Terms & Conditions](#).

If you participate in the Pershing LLC cash sweep program (“**Pershing Sweep Program**”) through Atomic Brokerage’s clearing relationship with Pershing LLC, you authorize Pershing LLC to invest your uninvested cash balance into an available sweep product. Historically, this has been the Dreyfus Government Cash Management Fund ([DGUXX](#)). Some existing accounts will remain in DGUXX for a period of time and may transfer to Dreyfus Insured Deposits (DIDG) at a later, undetermined date, while other existing accounts have already transitioned to DIDG. Beginning in March 2026, all new accounts opened will utilize DIDG as the default sweep vehicle. The compensation received by Atomic Brokerage and other service providers involved in operating the Pershing Sweep Program will affect the interest rate you receive, and interest rates under DIDG will differ from yields previously available under DGUXX. For important information about the DGUXX fund, please read the fund prospectus. Additional details about DIDG, including the program’s terms and conditions, bank list and rate sheet, are available [here](#). If your account is through an Investment Adviser, your Investment Adviser may select a different sweep product.

You may opt out of the sweep program by contacting Atomic Brokerage at [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com).

## Margin Disclosure

Margin accounts are offered by Atomic Brokerage, using the services of third parties. Securities held in your margin account will be used as collateral for margin loans made to you. Margin lending can add to your overall investment risk, and you should consider the risks and benefits specific to margin when evaluating your overall financial strategy. You should review all relevant information provided by Pershing LLC prior to opening a margin account. If the securities in your margin account decline in value, Atomic Brokerage can take action, such as issuing a margin call and/or selling securities or other assets in any of your accounts to maintain the required equity in the margin account. It is important that you fully understand the risks involved in purchasing securities on margin. These risks include:

- You may lose more funds or securities than you deposited in your margin account.
- Atomic Brokerage may force the sale of securities or other assets in your account(s).
- There is no requirement that you receive a “margin call” prior to liquidation
- Atomic Brokerage can sell your securities or other assets in your account(s) without prior notice or contacting you.
- You are not entitled to choose which securities or other assets in your account(s) are to be liquidated or sold to meet a margin call.
- Atomic Brokerage can increase its maintenance margin requirements at any time without advance written notice to you.
- You are not entitled to an extension of time on a margin call.

## **FINRA Rule 2270 Day-Trading Risk Disclosure Statement**

You should consider the following points before engaging in a day-trading strategy. For purposes of this notice, a "day-trading strategy" means an overall trading strategy characterized by the regular transmission by a customer of intra-day orders to affect 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, if 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 Adviser" under the Investment Advisers Act of 1940 or as a "Broker" or "Dealer" under the Securities Exchange Act of 1934. Such activities may also trigger state registration requirements.

## Cybersecurity Risks

With the increased use of technology to conduct business, Atomic Brokerage and its affiliates are susceptible to operational, information security, and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events that can arise from external or internal sources. Cyberattacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information; corrupting data, equipment, or systems; or causing operational disruption. Cyberattacks can also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users).

Cyber incidents affecting Atomic Brokerage, its affiliates, or any of our service providers (including but not limited to custodians and financial intermediaries) have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, interference with the ability to calculate asset prices, impediments to trading, the inability to transact business, destruction to equipment and systems, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs.

Similar adverse consequences could result from cyber incidents affecting issuers of securities in which an account invests, counterparties with which an account engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions (including financial intermediaries and service providers) and other parties.

## **Limitation of Liability**

Atomic Brokerage and its affiliates and their respective employees, officers, directors, partners, agents, representatives, suppliers and service providers shall not be liable for any damages of any kind arising from or in connection with the use of the online platform, including mistakes, omissions, interruptions, cybersecurity incidents, deletion of files or email, errors, defects, viruses or delays in operation or transmission, even if they are expressly advised of the possibility of such damages. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect, punitive, special, incidental, or consequential damages, including but not limited to damages for lost profits, loss or inaccuracy of data or loss of revenue.

YOU AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE ONLINE PLATFORM ADMINISTERED BY ATOMICVEST, INC., THE PARENT COMPANY OF ATOMIC BROKERAGE, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND THAT YOUR SOLE REMEDY IS TO CEASE USE OF THE ONLINE PLATFORM.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law.

## **Social Media**

All statements made via social media sites by Atomic Brokerage and its affiliates are not intended as investment, tax or legal advice. Atomic Brokerage and its affiliates are not responsible for and do not endorse the content by other users or followers of the social media sites sponsored or maintained by Atomic Brokerage, its affiliates or by third parties. Atomic Brokerage and its affiliates are also not responsible for the terms of use or privacy or security policies of any social media sites, and you use such sites at your own risk. Atomic Brokerage and its affiliates reserve their rights to block

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Please note that Atomic Brokerage and its affiliates are not affiliated with the various social media platforms and have no control over how these and other third-party sites use the information you share. Atomic Brokerage or its affiliates may share or provide hyperlinks to third-party content and/or "like/favorite" third-party content. Doing so is intended to provide additional perspective and should not be construed as an endorsement or recommendation of any services, products, guidance, individuals, or points of view. Posts by others that describe opinions, views, or experiences may not be representative or indicative of another's personal experience.

## Website Subject to Change

AtomicVest Inc. ("**Atomic**"), the parent company of Atomic Brokerage, is the owner of the [www.atomicvest.com](http://www.atomicvest.com) website. Atomic reserves the right to amend or revise any information or documents referenced on its website at any time without notice. The information and documents contained on this website relate only to the dates indicated therein and may not be accurate as of any subsequent date. Atomic does not undertake any obligation or assume any responsibility to update any such information. This website does not belong to Atomic Brokerage.

## Links to Other Sites

The Atomic website belongs solely to the parent company of Atomic Brokerage. This website may contain links to other independent third-party websites, and we provide links to third-party websites as part of the Services (in all cases "**Linked Sites**"). These Linked Sites are provided solely as a convenience. Such Linked Sites are not under Atomic Brokerage's control, and Atomic Brokerage is not responsible for and does not endorse the content of such Linked Sites, including any products, information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. Atomic Brokerage accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of third-party websites or applications. You should review applicable terms and policies, including privacy and data-gathering practices of third-party websites, which may materially differ from those of Atomic, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## Additional Information

Additional terms and disclosures can be found at <https://www.atomicvest.com/atomicbrokerage>. By using Atomic Brokerage, you agree to these terms and disclosures.

You can contact Atomic Brokerage at [support-brokerage@atomicvest.com](mailto:support-brokerage@atomicvest.com) if you have any questions regarding these General Disclosures.

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