



## **Booklet C**

### **Corporations, Partnerships, LLCs, LLPs, and Trusts**

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Account Executive

# INSTRUCTIONS

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All information requested must be in the English language or accompanied by a certified third-party English translation.

Please complete all required pages and return ALL pages of this booklet back for review.

**Customer Account Application** (pages 4-7): Please provide all requested information.

**Customer Agreement and Signature Page** (pages 8-16): Please read carefully, sign and date (and initial where indicated) all required acknowledgements and consents.

**Corporate Resolutions-** for Corporations only (pages 17-18): Please read carefully, sign and date.

**Partnership/LLC Resolutions-** for Limited Liability Corporations only (pages 19-20): Please read carefully, sign and date.

**Trustee Certification-** for Trusts only (pages 21-22): Please read carefully, sign and date.

**Arbitration Agreement** (page 23): Please read and sign (not required for opening account).

**Substitute W-9 form** (page 24):

- U.S. customers- please complete, sign and date.
- Non U.S. customers: The U.S. Internal Revenue Service (IRS) requires that all non-U.S. clients complete IRS Form W-8 certifying their non-U.S. status. You can access the IRS forms by visiting IRS.gov or typing the following web address into your browser window <https://www.irs.gov/forms-pubs/about-form-w-8>.

**Discretionary Trading Authorization/Limited Power of Attorney** (pages 25-27): To be completed when trading authorization is given to a 3<sup>rd</sup> party, not employees of customer.

- a. CTA traded accounts should provide executed Receipt of Disclosure Document and Fee Payment Authorization, if applicable.
- b. Government issued photo ID for each natural person controller.

**Certification of Beneficial Owner(s)-** required for all entities (page 28-29): Please complete all requested information in sections A, B, C, D and sign and date.

**Hedge Account Certification Form-** if hedging (page 30): Please provide all requested information, sign and date.

**Additional Risk Disclosure-** if applicable (page 31): Please read and check any applicable boxes, sign and date.

**Authorization for Direct Payment via ACH** (page 32): Please complete if you intend to fund your account via automatic clearing house ("ACH") payment

**Futures Account Transfer Authorization** (page 33): Please provide all requested information, sign and date and provide a copy of your most recent account statement from your brokerage firm. This form is needed only if you're transferring your account from another firm to MNA.

**U. S. Corporate Accounts must provide:**

- a. Articles of Incorporation & By-Laws
- b. Certificate of Incorporation
- c. Certificate of Good Standing
- d. Shareholder registry or certificates
- e. Government issued photo IDs for officers and natural person owners with 25% or greater interest

**U.S. Partnership / LLP / LLC Accounts must provide:**

- a. Partnership or Operating Agreement
- b. Certificate of Formation & Articles of Organization
- c. Shareholder registry or certificates
- d. Government issued photo IDs for members /partners and any natural persons with 25% or greater interest

**U. S Trust Accounts must provide:**

- a. Trust Agreement
- b. Government issued photo IDs for all trustees

**All Entity Accounts must provide:**

- a. OCR controller page (page 26) - A form must be completed for each natural person trader, whether 3<sup>rd</sup> party or employee of entity

## Customer Account Information

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### Type of account you wish to open:

☐ Corporate ☐ Partnership ☐ Limited Liability Company ☐ Limited Partnership ☐ Trust

1. Name of Account: \_\_\_\_\_

2. Address Line (PO Box insufficient): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

3. Tax ID Number: \_\_\_\_\_ 4. Nature of Business: \_\_\_\_\_

5. Primary Phone Number: \_\_\_\_\_ 6. Email Address: \_\_\_\_\_

### FOR CORPORATIONS

7. Ownership: ☐ Private ☐ Public

8. List Corporate Officers authorized to act on behalf of the corporation:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### FOR GENERAL PARTNERSHIP ("GP"), LIMITED PARTNERSHIP ("LP"), OR LIMITED LIABILITY COMPANY ("LLC") ACCOUNTS

9. List all General Partners, Managing Members authorized to act on behalf of the account (attach additional sheet of paper listing such Partners or Managing Members as necessary):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Net Worth (exclude residence): \_\_\_\_\_

Investment Experience (describe): \_\_\_\_\_

Source of Assets: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Net Worth (exclude residence): \_\_\_\_\_

Investment Experience (describe): \_\_\_\_\_

Source of Assets: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Annual Income: \_\_\_\_\_ Net Worth (exclude residence): \_\_\_\_\_  
Investment Experience (describe): \_\_\_\_\_  
Source of Assets: \_\_\_\_\_

10. Does the applicant have an offering circular or prospectus, or otherwise solicit participation? ☐ Yes  
(If yes, please submit a copy of the most recent prospectus or circular) ☐ No

11. If a Limited Partnership or LLC, how many Limited Partners or Members? \_\_\_\_\_

### TRUST ACCOUNTS

12. List all Trustees (attach additional sheet of paper listing Trustees if necessary)

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

### CONFIDENTIAL CUSTOMER INFORMATION (ALL ENTITIES MUST COMPLETE)

13. Investment experience:

Futures:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of years: _____
Options:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of years: _____
Securities:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of years: _____

14. Do the principals of the entity understand:

The risk of loss in futures trading? ☐ Yes ☐ No

The leverage provided in futures and options trading? ☐ Yes ☐ No

The possibility of incurring a debit balance? ☐ Yes ☐ No

That the entity may be required to deposit additional funds to margin this account? ☐ Yes ☐ No

15. Is the entity registered with the CFTC or SEC? ☐ Yes ☐ No If yes, capacity: \_\_\_\_\_

16. Is or was the entity a member of NFA or FINRA? ☐ Yes ☐ No

17. Are any of the principals or officers now, or previously, members of the NFA or FINRA?

If yes, please list registration and sponsor: \_\_\_\_\_

18. Has the entity or any of its principals ever been the subject of an investigation or proceeding by any futures or securities regulatory or self-regulatory body? ☐ Yes ☐ No

If yes, please provide details: \_\_\_\_\_

19. Has the entity or any of its principals been involved in any litigation or arbitration with a BD, FCM, or IB? ☐ Yes ☐ No If yes, please provide details: \_\_\_\_\_

20. Please list the authorized traders for this account. If the persons listed below are NOT employed by the entity, please complete the "Discretionary Trading Authorization/ Limited Power of Attorney" agreement (Pages 25-27). If the persons ARE employed by the entity, please complete a "Controller Information" page per individual trader (Page 26).

\_\_\_\_\_

\_\_\_\_\_

21. Are there investors in the entity? ☐ Yes ☐ No

If yes, how many: \_\_\_\_\_ How many are U.S. investors: \_\_\_\_\_

Does the entity conduct business from any U.S. location? Yes ☐ No ☐ If yes, where: \_\_\_\_\_

22. Does the account owner control or have a financial interest in another account with MNA?

☐ Yes If yes, account number(s): \_\_\_\_\_

☐ No

23. Are any of the entity's officers, directors, or principal shareholders (or their relatives) associated with or employed by MNA or any of its affiliates? Yes ☐ No ☐

If yes, provide details: \_\_\_\_\_

24. Entity's trading objective? ☐ Speculation ☐ Hedge

If Hedge, complete the Hedge Account Certification (Page 30)

25. Legal Entity Identifier ("LEI") if available

\* The entity will be unable to trade products on any EU exchanges if it does not have a LEI.

Entity's LEI: \_\_\_\_\_

LEI of Entity's Parent Company (if applicable): \_\_\_\_\_

26. Current Banking Information:

Bank Name \_\_\_\_\_ City/Country: \_\_\_\_\_

Name on Bank Account: \_\_\_\_\_

## Financial Information

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(Please include financial statements or other supporting documents)

### **Annual Revenue in U.S. Dollars: (check one)**

	Below \$25,000	If below \$25,000 insert amount:	\$
	\$25,000- \$50,000		
	\$50,000-\$100,000		
	\$100,000- \$250,000		
	\$250,000-\$500,000		
	\$500,000- \$1,000,000		
	\$1,000,000- \$5,000,000		
	Greater than \$5,000,000	If above \$5,000,000 insert amount:	\$

### **Total Net Worth in U.S. Dollars: (check one)**

*Total assets minus total liabilities*

	Below \$100,000	If below \$100,000 insert amount	\$
	\$100,000-\$500,000		
	\$500,000- \$1,000,000		
	\$1,000,000- \$5,000,000		
	Greater than \$5,000,000	If above \$5,000,000 insert amount	\$

### **Available Capital in U.S. Dollars: (check one)**

*Current liquid assets*

	Below \$25,000	If below \$25,000 insert amount:	\$
	\$25,000- \$50,000		
	\$50,000-\$100,000		
	\$100,000- \$250,000		
	\$250,000-\$500,000		
	\$500,000- \$1,000,000		
	\$1,000,000- \$5,000,000		
	Greater than \$5,000,000	If above \$5,000,000 insert amount:	\$

# MNA Commodity Futures Customer Agreement

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In consideration of Marex North America, LLC ("MNA") accepting your account and its agreement to act as your authorized broker, you agree to the following with respect to any of your accounts with MNA for the purchase and sale of securities, monies, physical commodities, futures contracts, options on futures, foreign futures contracts, options on foreign futures, forward contracts and foreign exchange contracts (collectively referred to as "commodities" or "property"):

1. You represent that you are a validly existing partnership/limited liability company ("LLC"), trust, or corporation and the sole owner of your account(s) and that no other person or entity, except as disclosed herein, has any interest therein. You agree to notify MNA of the identity of any other person or entity, who controls the trading of the account, has a financial interest of 25% or more in the account or the identity of any other account in which you control or have a 25% or more ownership interest. You shall maintain your account(s) in accordance with and shall be solely responsible for compliance with the rules, regulations and/or guidelines issued by any federal, state or administrative bodies having oversight or regulatory authority over your activities, and any statutes governing your activities. You also represent that the funds deposited into your account(s) are your own partnership/LLC, trust or corporate funds and that no funds from any other person or entity will be deposited into your account. You understand that MNA is relying on the representations contained herein with regard to the manner in which MNA will carry your account, and you agree to notify MNA immediately in writing in the event that these circumstances change.
2. All transactions for your account(s) shall be subject to the regulations of all applicable federal, state and self-regulatory agencies including the constitution, rules and customs, as the same may be constituted from time to time, of the exchanges, market or place (and the clearing associations, if any) where executed, or if different, MNA's house rules. This paragraph is solely for MNA's protection and MNA's failure to comply with any such regulations, constitutions, rules and/or customs shall not be a breach of this Agreement and shall not relieve you of any obligations under this Agreement.
3. You agree not to exceed the position limits of any federal agency or exchange for your account(s), acting alone or in concert with others. You will promptly notify MNA of positions for which you are required to file reports with the Commodity Futures Trading Commission ("CFTC") or any exchange.
4. You understand that MNA has the sole and absolute discretion and the right to limit positions in your account(s), to decline to accept any orders and to require that your account(s) be transferred to another firm. You understand that if you do not promptly transfer your positions upon MNA's demand, MNA reserves the right to liquidate positions in your account(s) at its sole and absolute discretion.
5. You understand that MNA acts as your agent and not as principal for your commodity futures and commodity options transactions, which are effected on exchanges. Consequently, MNA does not guarantee the performance of the obligations of any party to the futures or options contracts purchased and/or sold by its clients. You understand that MNA may act as principal in certain cash, forward, foreign commodity and foreign exchange transactions.
6. Any property belonging to you that is held by MNA or any of its subsidiaries or affiliates or carried in any MNA accounts held in your name shall be subject to a general lien and security interest for the discharge of your obligations to MNA, wherever or however arising and without regard to whether or not MNA has made advances with respect to such property, and MNA is hereby authorized to sell and/or purchase any and all such property without notice to satisfy such general lien and security interest. You irrevocably appoint MNA as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.
7. You agree to maintain such collateral and/or margin as MNA may from time to time, in its sole and absolute discretion, require and agree to pay immediately on demand any amount owing with respect to any of your accounts. Margin requirements may be increased at MNA's sole and absolute discretion and may differ from those established by the exchange on which the transaction is executed. Margin requirements are subject to change without notice and will be enforced



retroactively and prospectively. You shall make deposits of margin as MNA requests within a reasonable time after such request. It is agreed and understood that one hour may be deemed to be a reasonable time; provided, however, that MNA, in its sole and absolute discretion, may request that deposits be made in a lesser period of time. MNA's failure to require satisfaction of a margin call within one hour, or any shorter time period, on any occasion shall not be deemed to be a waiver of its right to do so in the future. You shall provide MNA with the names of bank officers and information necessary for immediate verification of wire transfers.

8. In the event you fail to deposit sufficient funds to pay for any commodities and/or to satisfy any demands for initial and/or variation margin, or whenever in MNA's sole and absolute discretion it considers it necessary, MNA may, without prior demand or notice and notwithstanding any rule of any exchange, liquidate the positions in your account(s), hedge and/or offset those positions in the cash market, by an exchange for physicals transaction or otherwise, sell any property belonging to you or in which you have an interest, cancel any open orders for the purchase and sale of any property, or borrow or buy any property required to make delivery against any sales, including a short sale, on an exchange or off an exchange, effected for you, all for your sole account and risk. Such sale or purchase may be public or private and may be made without advertising or notice to you and in such a manner as MNA may, in its sole and absolute discretion, determine, and no demands, tenders or notices, which MNA may make or give, shall invalidate your aforesaid waiver. You agree that MNA has no duty and is not required to liquidate positions in your account(s) and that the provisions of this paragraph are solely for the protection of MNA. The proceeds of such transactions, if any, are to be applied first to reduce any indebtedness owing by you to MNA and thereafter to your account.
9. MNA is authorized to transfer among your regulated commodity account(s) and any of your other account(s), including foreign secured account(s) and non-regulated account(s), and vice versa, such excess funds as may be required for any reason MNA deems appropriate in MNA's sole and absolute discretion. Any such transfer shall comply with the Commodity Exchange Act. It is understood that within a reasonable time after making such transfer MNA will confirm the same to you in writing.
10. You acknowledge that you shall be liable for all losses in your account(s) whether or not your account(s) is liquidated and for any debts and deficiencies, including, but not limited to, interest, costs, expenses and attorneys' fees, including all debts and deficiencies resulting from a liquidation of your account(s).
11. You agree to pay storage and delivery charges and other service related fees charged to your account(s). You also agree to pay any give-up or give-in fees that may be charged by any executing firm or broker whom you or your agents have authorized to execute transactions for your account(s). You agree to pay such fees, brokerage and commission charges as MNA may impose or which may be imposed by any exchange or regulatory organization. Unless otherwise agreed, MNA may charge exchange, clearing, brokerage, transaction, NFA and any other transaction related fees as separate items for each transaction in your account(s). Such fees are subject to change without notice. In the event a debit balance occurs in your account(s), MNA shall be entitled to receive and charge to your account(s) interest at the rate determined by adding two percent (2%) to the rate announced from time to time by BMO Harris Bank or its successors or assigns as its prime commercial rate for the entire period that such debit shall exist. You agree that any and all interest earned on any available cash balances in your account(s) may accrue to, and may be retained by MNA. In the event that your account(s) is transferred to another futures commission merchant, a reasonable transfer charge in addition to commissions and fees may be imposed and charged against your account(s).
12. This Agreement may be terminated by you or us immediately upon written notice to the other party. However, in the event of your bankruptcy, dissolution or failure to provide adequate margin, we may terminate immediately without prior notice to you. In the event of termination and where we have not liquidated positions in the Account under our rights granted in this Agreement, you shall immediately liquidate such positions or transfer such positions to another FCM. If you do not comply with the foregoing, we may liquidate the positions and you agree to indemnify and hold us harmless from any losses resulting from such liquidation. Notwithstanding any termination, you shall satisfy all obligations to us arising thereunder (including, but not limited to, payment of applicable debit balances, commissions, fees, including fees with respect to the transfer of positions to another

FCM) . The termination of this Agreement shall not affect the obligations of the parties arising from transactions entered into prior to such termination.

13. In the event of dissolution, liquidation, bankruptcy or any similar act, MNA may cancel or complete any open orders for the purchase or sale of any commodities, place orders for the sale of commodities which MNA may be carrying for you, buy any commodities of which your account(s) may be short, or any part thereof, under the same terms and conditions as hereinabove stated, without prior notice to you and without prior demand upon you.
14. Written or electronically provided confirmation of actual transactions and/or orders, purchase and sales notices, correction notices and statements of your account(s) (collectively "statements") shall be conclusive and deemed ratified by you unless MNA shall receive oral notice from you to the contrary IMMEDIATELY upon your receipt thereof and thereafter confirmed by you in writing. If you retrieve your statements electronically they shall be conclusive and deemed ratified by you if not objected to in writing prior to the opening of the market on the next trading session. If you receive your statements via mail they shall be conclusive and deemed ratified by you if not objected to in writing within THREE days after mailing to you by MNA. In the event that you fail to receive statements for your account(s) by mail within three days from the date of a transaction in your account(s), such transaction shall be conclusive and deemed ratified by you unless you notify MNA IMMEDIATELY in writing of your failure to receive such statements. Communications mailed or electronically retrieved by you shall, until MNA receives notice in writing of a different address, be deemed to have been personally delivered to you and you agree to waive all claims resulting from failure to receive such communications. Oral notice shall be given to MNA by telephone at (312) 460-9200, Attention: Compliance Department. Written notice to MNA under this paragraph shall be sent to Marex North America, LLC, 222 West Adams Street, Suite 450, Chicago, Illinois 60606, and Attention: Compliance Department. None of the provisions in this paragraph, however, will prevent MNA, upon discovery of any error or omission, from correcting it. You agree that such errors, whether resulting in profit or loss, will be corrected in your account(s), will be credited or debited so that your account is in the same position it would have been if the error had not occurred. Whenever a correction is made, MNA will promptly make written or electronic notification to you.
15. You acknowledge and agree that MNA may reduce all documentation evidencing your account(s), including the original signature documents executed by you in the opening of your account with MNA, utilizing a printed media storage device. You agree to permit the records stored by such printed media storage method to serve as a complete, true and genuine record of your account documents and signatures.
16. You understand that MNA is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, actions of independent floor brokers , or other persons beyond MNA's control, clearing house failure, omnibus relationship failure, war, strike, national disaster or wire malfunction, delay in mails electronic transmission or any other delay or inaccuracy in the transmission of orders or the information because of a breakdown or failure of transmission or communication facilities. All price quotations, commodity information, or trade reports given to you are also subject to change and errors, as well as delays in reporting and you acknowledge that reliance upon such information is at your own risk. You understand that you are bound to the actual executions of transactions on the exchange(s) and that MNA is not bound by erroneous reports of executions transmitted to you.
17. You acknowledge that MNA is hereby specifically authorized for your account and benefit, from time to time and without notice to you, either separately or with others, to lend, pledge, re-pledge, hypothecate or re-hypothecate, either to MNA or to others, any and all property, including, but not limited to, metals, warehouse receipts, securities or other negotiable instrument(s) held by MNA in any of your account(s) and MNA shall not at any time be required to deliver to you identical property, but may fulfill its obligations to you by delivery of property of the same kind and amount.
18. If you initiate a transaction on an exchange or in a market which margins or settles the position(s) in a currency different than the type held or deposited in your account(s), MNA shall have the right to convert such currency from one type to another (e.g. U.S. currency to foreign currency, foreign currency to U.S. currency, or foreign currency to another foreign currency) as MNA in its sole and absolute discretion may determine at an exchange rate determined by MNA in its discretion based on prevailing money markets. Any profit or loss from a fluctuation in the exchange rate of such currency will be for your sole account and risk. Unless you instruct MNA otherwise, monies you

deposit with MNA in currency other than U.S. dollars and unrealized profits in currency other than U.S. dollars are not intended to margin, guarantee or secure transactions on United States contract markets.

19. THIS INFORMATION IS FURNISHED TO YOU AND MUST BE ACKNOWLEDGED BY YOU IF YOU INTEND TO MAINTAIN FUNDS IN AN ACCOUNT DENOMINATED IN A FOREIGN CURRENCY WITH DEPOSITORIES LOCATED INSIDE OR OUTSIDE THE UNITED STATES BECAUSE YOU ARE DOMICILED IN A FOREIGN COUNTRY OR BECAUSE THE FUNDS ARE HELD IN CONNECTION WITH CONTRACTS PRICED AND SETTLED IN A FOREIGN CURRENCY.

Funds of customers trading on United States contract markets may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if you are domiciled in a foreign country or if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to you. Such accounts also may be subject to foreign currency exchange rate risks.

You authorize the deposit of funds into such foreign depositories if you are domiciled in the United States, this authorization permits the holding of funds in regulated accounts offshore only if such funds are used to margin, guarantee, or secure positions in such contracts or accrue as a result of such positions.

In order to avoid the possible dilution of other customer funds, if you have funds held outside the United States you must further agree that any claims based on such funds will be subordinated as described below in the unlikely event both of the following conditions are met: (1) your futures commission merchant is placed in receivership or bankruptcy, and (2) there are insufficient funds available for distribution denominated in foreign currency as to which you have a claim to satisfy all claims against those funds.

You agree that if both of the conditions listed above occur, your claim against the futures commission merchant's assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies receives its pro rata portion of such funds. It is further agreed that in no event may a customer whose funds are held overseas receive more than his pro rata share of the aggregate pool consisting of funds held in dollars, funds held in the particular foreign currency, and non-segregated assets of the futures commission merchant.

20. No provision of the Agreement can be amended or waived except in writing signed by a registered Principal of MNA. No oral agreements or instructions contrary to any provisions of this Agreement shall be recognized or enforceable. You agree to be bound by any amendments to this Agreement, which you have not objected to in writing within three business days after receipt thereof. The failure of MNA to enforce, at any time, any provision of this Agreement shall not be construed to be a waiver of such provision and shall not in any way affect the validity of this Agreement or the right of MNA thereafter to enforce each and every provision of this Agreement. No waiver or amendment shall be implied from MNA's conduct, action or inaction.
21. You understand that some exchanges and clearing houses have established cutoff times for the tender of exercise instructions and that an option will become worthless if instructions are not received by MNA before such expiration time. You acknowledge full responsibility for taking action either to exercise or to prevent the automatic exercise of an option contract, as the case may be, and MNA is not required to take any action with respect to an option contract, including, without limitation, any action to exercise an option prior to its expiration date or to prevent its automatic exercise, except upon your express instructions. You further understand that MNA may establish exercise cutoff times, which may be different from the times established by exchanges and clearing houses. You understand that all short option positions are subject to assignment at any time including positions established on the same day that exercises are assigned, and assignment notices are allocated randomly from among all MNA's Customers' short options positions which are subject to assignment.

22. This Agreement shall ensure to the benefit of MNA's present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and to any of MNA's assigns. You agree that all of your rights and obligations under this Agreement shall not be assigned, transferred, sold or otherwise conveyed, and any such attempted assignment, transfer, sale or conveyance shall be null and void and of no force or effect. In any event, MNA may, subject to the applicable rules and regulations of the CFTC and the National Futures Association, assign this Agreement and transfer your account(s) to another duly registered futures commission merchant.
23. MNA is authorized to accept oral, telephonic or electronic orders as you or your authorized agent may give for transactions in your account(s). You hereby waive any defense that such order was not in writing or evidenced by a memorandum in writing as required by the Statute of Frauds or any other statute. Although authorized, MNA is not required to accept oral, electronic or telephonic orders. MNA is further authorized to record, whether by tape, wire or other method, with or without a periodic tone signal, any and all telephonic or other oral communications between us, with or without notice thereof.
24. If you use electronic trading Accounts, MNA or the third party provider will assign you a unique confidential user identification name ("User ID") and password ("Password") which must be used solely by you in order to access MNA through the System. You agree that the User ID and Password may not be disclosed to, or used by, any other person or party, for any purpose whatsoever. You hereby agree that all orders placed through and instructions given to MNA are your sole responsibility. You will save, defend, indemnify and otherwise hold MNA harmless of, from and against any and all liability, costs or damages of any kind arising by virtue of any unauthorized use of your User ID or Password. You will notify MNA immediately if you become aware of any loss, theft or unauthorized use of your User ID or Password. You agree to immediately notify MNA in the event of any third party use of the User ID or Password.

It is your duty, and not MNA's to monitor the System trading screen while open orders and positions are pending. MNA is not responsible for delays or errors. Whether electronic or "voice", it is your obligation, and not MNA's to monitor the Account's status and the status of any open orders or positions in the Account and to take appropriate action to minimize loss or maximize gain.

As with any electronic system, it is possible that service could be interrupted. In that event, depending on the type of failure, it may not be possible to access the System to enter new orders, and/or modify or cancel orders previously entered.

MNA shall not be liable for any loss resulting from System failure, breakdown of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, unauthorized access to your User ID or Password, your operating errors or any other condition over which MNA does not otherwise control.

MNA reserves the right to terminate your access to electronic trading at MNA's sole discretion, for any reason whatsoever, including, but not limited to, the unauthorized use of your User ID or Password and/or the breach of this agreement.

25. Should MNA become a party, without fault on MNA's part, to any action or proceeding arising out of your account(s) or orders given to MNA, you agree to indemnify and save MNA harmless therefrom and to pay MNA such attorneys' fees, which arise out of, or which in any manner or way whatsoever are related to any representation made by you in this Agreement, or by your failure to perform any of your agreements made herein, including, but not limited to, the failure to immediately pay any deficit balances which may arise in your account(s).
26. You consent to MNA's "affiliated persons" (as defined in 17 C.F.R. 155 et seq., as amended) or any floor broker acting on behalf of MNA or its customers, taking, directly or indirectly, the other side of any order you place with MNA, in accordance with the rules of the applicable futures exchanges. You give your consent to any such floor broker.
27. As required by the Customer Identification Program of the USA PATRIOT Act of 2001, MNA must obtain information and/or documentation to verify your identity. For individuals, this may mean credit reports, government-issued identification to verify your identity. For individuals, this may mean credit reports, government-issued identification, utility bills, or any other documentation as

may be required by MNA Compliance. For entities, this may mean corporate, trust, LLC or partnership documents, individual identification information and/or documentation for principals and owners similar to those mentioned above or any other documentation as may be required by MNA Compliance. You authorize MNA to verify the information contained in your application and in other documents, which may be required in connection with this Agreement. You authorize any third party to provide to MNA any and all information and documentation that MNA requests, including but not limited to, income, bank, money market or other similar account balances and verification of credit history.

28. If you elect to retrieve confirmation statements of actual transactions and/or orders, purchase and sale notices, correction notices ("daily and monthly statements") of your account(s) electronically by indicating such election in your MNA account application, you agree that no printed copy of such daily or monthly information will be sent to you by mail or by other means. This consent shall remain in effect until revoked by you in writing. In the event you do not elect to retrieve your statements electronically, your account will be charged the MNA monthly statement fee then in effect.
29. MNA, in its sole and absolute discretion and without notice, may delegate any of its rights, powers or duties under this agreement to the introducing broker or futures commission merchant who introduced your account to MNA.
30. This Agreement has been made and delivered at Chicago, Illinois. Its validity, construction and enforcement shall be governed and construed in accordance with the substantive laws of the State of Illinois without reference to its principles of conflicts of law. This Agreement constitutes the entire understandings among the parties with respect to the subject matter hereof. Wherever possible, each portion of this Agreement shall be interpreted in such a manner to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

YOU AGREE NOT TO COMMENCE ANY LEGAL OR ADMINISTRATIVE PROCEEDING AGAINST MNA UNTIL ANY DEFICIT BALANCE IN YOUR ACCOUNT(S) IS SATISFIED.

31. You agree that no lawsuit, arbitration, proceeding or other claim or action relating to this Agreement or the transactions in your account may be initiated by you unless commenced within one (1) year from the date of the disputed transaction, provided however that any action brought under the provisions of Section 14 of the Commodity Exchange Act may be brought within two (2) years after the cause of action accrues.
32. All actions, disputes, claims or proceedings, including but not limited to any arbitration proceeding, including National Futures Association ("NFA") arbitrations, arising directly or indirectly in connection with, out of, or related to or from the Customer Agreement, any other agreement between the Customer and MNA, or any orders entered or transactions effected for your account(s), whether or not initiated by MNA, shall be adjudicated only in courts or other dispute resolution forums whose situs is within the City of Chicago, State of Illinois, and Customer hereby specifically consents and submits to the jurisdiction of any state or federal court or arbitration proceedings located within the City of Chicago, State of Illinois.

Customer waives any claim Customer may have that (a) Customer is not personally subject to the jurisdiction of any state or federal court or arbitration proceedings located within the State of Illinois, (b) Customer is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to Customer or Customer's property, (c) any such suit, action or proceeding is brought in an inconvenient forum, (d) the venue of any such suit, action or proceeding is improper or this consent or the Customer Agreement between Customer and MNA may not be enforced in or by such court or arbitration proceeding.

BY SIGNING THE AGREEMENT CONTAINING THIS CONSENT TO JURISDICTION, CUSTOMER ACKNOWLEDGES ASSENT TO JURISDICTION AS SET FORTH ABOVE AND FURTHER ACKNOWLEDGES THAT THESE CLAUSES WERE FREELY AND KNOWINGLY NEGOTIATED BETWEEN THE PARTIES.

IF YOU HAVE ALSO SIGNED A TRANSLATION OF THIS AGREEMENT, THE ENGLISH VERSION OF THIS AGREEMENT, SHOULD THERE BE ANY CONFLICT, IS CONTROLLING.

THIS COMMODITY CUSTOMER AGREEMENT CONTAINS A CONTRACTUAL AGREEMENT. DO NOT SIGN UNTIL YOU HAVE READ IT CAREFULLY. BY SIGNING IN THE SECTION PROVIDED THEREFOR, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT ALL INFORMATION CONTAINED HEREIN, OR IN ANY OTHER ACCOUNT FORM OR OTHER DOCUMENT FROM THE UNDERSIGNED IS TRUE AND CORRECT AND THAT IF ANY CHANGES TO SUCH INFORMATION OCCUR, THE UNDERSIGNED WILL IMMEDIATELY INFORM MNA, IN WRITING, OF SUCH CHANGES. BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THE COMMODITY CUSTOMER AGREEMENT AND SHALL BE BOUND BY THEM. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

BY SIGNING THIS AGREEMENT, YOU REPRESENT AND WARRANT TO MNA THAT ALL INFORMATION CONTAINED HEREIN OR IN ANY OTHER ACCOUNT FORM IS TRUE AND ACCURATE, AND THAT YOU SHALL INFORM MNA IN WRITING OF ANY CHANGES TO SUCH INFORMATION WHEN SUCH CHANGES OCCUR. EACH PARTY AGREES THAT THE ELECTRONIC SIGNATURE OF THE PARTIES INCLUDED IN THIS AGREEMENT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS MANUAL SIGNATURES. I (WE) HEREBY REQUEST THAT MNA OPEN A COMMODITY TRADING ACCOUNT IN THE NAME(S) SET FORTH IN THIS APPLICATION. I (WE) HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT GOVERNING THE ACCOUNT AND AGREE TO BE BOUND BY THEM AS CURRENTLY IN EFFECT.

**Name of Corporation** \_\_\_\_\_

X \_\_\_\_\_  
President Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Vice President Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Date

**Name of Partnership/LLC** \_\_\_\_\_

Note: All General Partners/Members must sign this Agreement.

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Date

**Name of Trust** \_\_\_\_\_

Note: All Trustees must sign this Agreement.

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS**

**CUSTOMER ACKNOWLEDGEMENT:**

**We hereby acknowledge that we have received and understood the FIA Combined Disclosure Statement furnished to us, as well as any other disclosures provided by MNA that are or may become applicable to our trading.**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

**CONSENT TO ELECTRONIC TRANSMISSION OF ACCOUNT STATEMENTS:**

**We hereby consent to MNA sending to us daily and monthly statements and purchase and sale statements ("Statements") relating to our account by electronic media rather than by hard copy mailing. We understand that if we do not elect to receive statements electronically we will be charged for receiving statements by hard copy mail. We understand we may revoke this consent at any time by written notice to MNA.**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Initials**

**Email addresses for notification that statements are available via electronic media:**

\_\_\_\_\_



**This MNA Commodity Futures Customer Agreement is entered into by Marex North America, LLC in Chicago, Illinois as of the latest date set forth below.**

**MAREX NORTH AMERICA, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CORPORATE RESOLUTIONS

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The Secretary of this Corporation does hereby certify that at a meeting of the Board of Directors of the corporation duly held, the following Resolutions were duly adopted, that said Resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Charter or Bylaws of the corporation.

RESOLVED: That the Corporate Officers or employees identified in the MNA Account Application, or any of them, be and hereby are, authorized to trade in commodities (as such term is defined in the MNA Customer Agreement) for present or future delivery for the account and risk of this Corporation, through and with the firm of Marex North America, LLC, and are granted the authority hereby including the power to do any of the following:

- (a) To enter into an MNA Customer Agreement;
- (b) To buy, sell and trade in commodities (as such term is defined in the MNA Customer Agreement) for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from MNA money, commodities, contracts for the purchase or sale of commodities, checks and other negotiable instruments, securities or other property;
- (d) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- (e) To settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies, pending or contingent;
- (f) To make other agreements and take any other action relating to any of the foregoing matters, including but not limited to the grant of discretionary trading authority to other individuals or entities.

FURTHER RESOLVED: That the Corporation gives its officers or employees, and each of them, the broadest possible power with respect to the above Resolutions; and the Corporation agrees to indemnify and hold MNA harmless against any and all claims that may arise by reason of its following any directions, instructions and orders given to it by any of the officers or employees in respect of any of the Corporation's accounts.

FURTHER RESOLVED: That MNA is authorized to act upon the authority of these Resolutions until receipt by MNA of a certificate showing rescission or modification thereof signed by the Secretary of this Corporation and under its seal; and that MNA is also authorized to recognize and deal with the officers or employees of this Corporation whose names are set forth in the MNA Account Application, until receipt by MNA of a certificate, signed by the Secretary of this Corporation, setting forth the names of another person or persons as such officers or employees; and

FURTHER RESOLVED: That the officers referenced in the MNA Account Application shall specifically have the authority to grant discretionary trading authority to other individuals or entities.

**Name of Corporation:** \_\_\_\_\_

**Note: All designated Officers must sign this Resolution and provide a copy of a valid government issued photo ID**

X \_\_\_\_\_  
President Signature

X \_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Vice President Signature

X \_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## PARTNERSHIP/LLC RESOLUTIONS

---

The undersigned, being all of the General Partners/Members of the Partnership/LLC identified in the MNA Account Application agree to be jointly and severally liable for all obligations assumed in or arising out of the MNA Customer Agreement. Further, any one or more of the General Partners/Members shall have full authority to act on behalf of the Partnership/LLC as if (s)he alone were interested therein, all without notice to the others interested in said account and all for the account and risk of the Partnership/LLC. Such authority shall include, but is not limited to:

- (a) To designate a Managing General Partner/Member to enter into and execute an MNA Customer Agreement and other account forms;
- (b) To buy, sell and trade in commodities (as such term is defined in the MNA Customer Agreement) for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from MNA money, commodities, contracts for the purchase or sale of commodities, checks and other negotiable instruments, securities or other property;
- (d) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- (e) To settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies, pending or contingent;
- (f) To make other agreements and take any other action relating to any of the foregoing matters, including but not limited to the grant of discretionary trading authority to other individuals or entities.

FURTHER, each General Partner/Member hereby appoints each and every other General Partner/Member as his/her agent and confers upon every other General Partner/Member and each of them, the broadest possible power with respect to the above grants of authority; and each General Partner/Member agrees to indemnify and hold MNA harmless against any and all claims that may arise by reason of its following any directions, instructions and orders given to it by any General Partner/Member in respect of any of the Partnership/LLC's accounts.

All property of any one or more of the General Partners/Members held or carried by MNA shall be held as collateral security and with a general lien thereon for the payment of all debits, losses or expenses incurred in the Partnership/LLC account and vice versa, however arising. In the event of death or legal incapacity of any of the General Partners/Members, the survivor(s) shall immediately give MNA notice and MNA may, before or after receiving such notice, take such actions, require such documents, retain such assets and/or restrict transactions as MNA deems advisable, in its sole and absolute discretion, to protect itself. Liability of the General Partners/Members hereunder shall pass to any estate or personal representative of the General Partners/Members.

The authority granted herein is in addition to other authority given to MNA by any or all of the General Partners/Members and is continuing and shall remain in full force and effect until MNA receives written notice of revocation or modification.

Electronic signature means any electronic symbol, or security procedure attached to or logically associated with an electronic record and executed, employed or adopted by or on behalf of a party with the intent to authenticate a record. Each party agrees that the electronic signature of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

The undersigned, by signing this agreement, hereby confirm that the undersigned are authorized under the terms of the Partnership/LLC Agreement to enter into the types of transactions set forth above and to bind the Partnership/LLC.

**Name of Partnership/LLC:** \_\_\_\_\_

**Note: All General Partners/Members must sign this Resolution and provide a copy of a valid government issued photo ID**

X \_\_\_\_\_  
General Partner/Member Signature

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

X \_\_\_\_\_  
General Partner/Member Signature

X \_\_\_\_\_  
General Partner/Member Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*If additional Partners or Members, please utilize additional copies of this page*

## TRUSTEE CERTIFICATION

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The Trustees of the Trust identified in the Trust Information section of this document, being all of the Trustees of the Trust, agree to be jointly and severally liable for all obligations assumed in or arising out of the MNA Customer Agreement. Further, any one or more of the Trustees shall have full authority to act on behalf of the Trust as if (s)he alone were interested therein, all without notice to the others interested in said account and all for the account and risk of the Trust. Such authority shall include, but is not limited to:

- (a) To enter into an MNA Customer Agreement;
- (b) To buy, sell and trade in commodities (as such term is defined in the MNA Customer Agreement) for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from MNA money, commodities, contracts for the purchase or sale of commodities, checks and other negotiable instruments, securities or other property;
- (d) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- (e) To settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies, pending or contingent;
- (a) To make other agreements and take any other action relating to any of the foregoing matters, including but not limited to the grant of discretionary trading authority to other individuals or entities.

Each Trustee hereby appoints each and every other Trustee as his/her agent and confers upon every other Trustee and each of them, the broadest possible power with respect to the above grants of authority; and each Trustee agrees to indemnify and hold MNA harmless against any and all claims that may arise by reason of its following any directions, instructions and orders given to it by any Trustee in respect of this account.

All property of any one or more of the Trustees held or carried by MNA shall be held as collateral security and with a general lien thereon for the payment of all debits, losses or expenses incurred in the trust account and vice versa, however arising. In the event of death or legal incapacity of any of the Trustees, the survivor(s) immediately shall give MNA notice and MNA may, before or after receiving such notice, take such action, require such documents, retain such assets and/or restrict transactions as MNA deems advisable, in its sole and absolute discretion, to protect itself. Liability of the Trustees hereunder shall pass to any estate or personal representative of the Trustees.

Further, the undersigned hereby guarantee absolutely and unconditionally the account and prompt and complete payment to MNA, its successors and assigns, of any and all amounts due and owing under the terms of the MNA Customer Agreement and the undersigned further agree to indemnify and hold MNA harmless from any losses, cause of action or claim arising from or relating to the Trust's trading or maintaining its account. The undersigned expressly acknowledge and understand that MNA is relying on this document when it allows the undersigned to trade the account.

The authority granted herein is in addition to other authority given to MNA by any or all of the Trustees and is continuing and shall remain in full force and effect until MNA receives written notice of revocation or modification.

Electronic signature means any electronic symbol, or security procedure attached to or logically associated with an electronic record and executed, employed or adopted by or on behalf of a party with the intent to

authenticate a record. Each party agrees that the electronic signature of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

The undersigned, by signing this agreement, hereby confirm that they are authorized under the terms of the Trust Document to enter into the types of transactions set forth above and to bind the Trust.

MNA shall not have a fiduciary duty with respect to the Grantor(s), to the Trustee(s), to the named or contingent Beneficiaries herein, nor to their heirs, appointees, successors, or assigns, other than performing its duty as a broker under the MNA Customer Agreement

**Name of Trust:** \_\_\_\_\_

**Note: All Trustees must sign this Certification and provide a copy of a valid government issued photo ID**

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## ARBITRATION AGREEMENT

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THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION ("CFTC") AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU:

(1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW, AND

(2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR MAREX NORTH AMERICA, LLC ("MNA") MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF MNA INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH MNA. (See 17CFR 180.1-180.5)

X  
\_\_\_\_\_  
Customer Signature

X  
\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# INTERNAL REVENUE CODE SUBSTITUTE FORM W-9

---

**NAME:** \_\_\_\_\_ (enter the name of the owner of this account as shown on their tax return)

**BUSINESS NAME/DISREGARDED ENTITY NAME:** \_\_\_\_\_  
(if different from above)

**ADDRESS:** \_\_\_\_\_  
(Include city, state and zip)

Please circle the tax classification for the owner of this account (check only one)

1. Individual/Sole Proprietor
2. C Corporation
3. S Corporation
4. Partnership
5. Trust/Estate
6. LLC -indicating tax classification (check status)
  - a. C – Corporation
  - b. S – Corporation
  - c. P -- Partnership
7. Other \_\_\_\_\_ (see instructions for Form W-9 at [irs.gov](https://irs.gov) under forms)

**Taxpayer Identification Number:** Please enter your taxpayer identification number (TIN) in the space below. Depending on the type of entity that owns this account this will either be your Social Security Number or your Employer Identification Number. If you have not furnished MNA with your TIN and do not sign below, MNA must withhold tax on certain income from your account.

**TIN:** \_\_\_\_\_

## Certification

Under the penalties of perjury, I certify that:

- 1) The number shown on this form is my correct TIN, and
- 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, please cross out this statement); and
- 3) I am a U.S. citizen or other U.S. Person

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please note that all required regulatory information reporting applicable to activity within this account (including Internal Revenue Service reporting) will be submitted with the legal name and federal Tax Identification Number stated above.

The U.S. Internal Revenue Service (IRS) requires that all non-U.S. clients complete IRS Form W-8 certifying their non-U.S. status. You may access the IRS forms by visiting [IRS.gov](https://www.irs.gov) or typing the following web address into your browser window <https://www.irs.gov/forms-pubs/about-form-w-8>.

# DISCRETIONARY TRADING AUTHORIZATION/ LIMITED POWER OF ATTORNEY

---

The undersigned hereby authorizes \_\_\_\_\_ as my agent and attorney-in-fact (the "Controller") , and revokes all prior powers of attorney relating to the undersigned's account at MNA, to buy, sell (including short sales and liquidations) and trade in commodities, security futures products, cash foreign currencies and metals and/or contracts relating to the same on margin or otherwise (collectively, "Commodities") in accordance with the terms and conditions for the undersigned's account held at Marex North America, LLC (the "Company") and for the undersigned's risk.

The Company is authorized to follow and act upon all of the trading instructions of the Controller, who is authorized to act on the undersigned's behalf, in every respect to the undersigned's account with the same force or effect as the undersigned could act with respect to the account and Commodities transactions.

The undersigned will indemnify the Company and its members, officers, employees and agents and hold each of them harmless from any and all losses, costs, damages, liabilities and expenses of any kind or nature relating to any act or omission to act by the Controller for the undersigned's account or arising from this authorization, including but not limited to any debit balances in the undersigned's account. The undersigned understands and agrees that the Company does not, by implication or otherwise, endorse the Controller or its trading style or system in any way, the Company has no obligation to investigate any trade made by the Controller and the Company shall not be liable for any action or inaction by the Controller.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which the Company may have under any other agreement or agreements between the undersigned and the Company or at law or in equity.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned or withdrawn by the Controller, each in writing, addressed to and actually received by the Company at **222 West Adams Street, Suite 450, Chicago, Illinois 60606**, or the termination of the undersigned's account. Such revocation, withdrawal or termination shall not affect any liability in any way resulting from transactions or acts which give rise to indemnification hereunder initiated prior to such revocation, withdrawal or termination. This authorization and indemnity shall inure to the benefit of the Company, its members, officers, employees and agents and of any successors and assigns thereto (and their respective successor's and assigns, irrespective of any change or changes at any time in personnel thereof for any cause whatsoever. In the event the undersigned accounts with the Company are closed, for any reason, the Company is authorized to terminate this limited power of attorney.

Each of the undersigned ratifies any Commodities transaction made for the undersigned's account made prior or subsequent to the date of this authorization.

The undersigned understands that Commodities trading involves risk of loss and is not suitable for all investors. Each of the undersigned acknowledges that they have independently made the decision to grant this limited power of attorney and to grant the Controller authorization to place Commodities trades into the undersigned's account.

---

Customer Signature

---

Controller Signature

---

Customer Signature

---

Controller Social Security Number or Tax ID Number

---

Date

## Controller Information (Must be completed)

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List **each person** who controls the trading of the account. This may be a natural person who exercises discretion or an employee who acts within his/her capacity as an employee of the legal entity which trades the account. There may be more than one Controller. **If more than one Controller, copy and attach additional sheets for each additional Controller. Please indicate which Controller is the primary trader by designating a "P" next to their name. All requested information is mandatory, if applicable.**

### **Account Controller:**

Individual's Name: \_\_\_\_\_

Controller's Full Address: \_\_\_\_\_  
(Address from where the trading is taking place)

Direct Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Job Title/Position: \_\_\_\_\_ Employer Name: \_\_\_\_\_

Relationship to Account Owner: \_\_\_\_\_

Employer NFA ID # (if any): \_\_\_\_\_

Controller/Individual NFA ID # (if any): \_\_\_\_\_

Employer LEI Code (Legal Entity Identifier (if any): \_\_\_\_\_

## Exemption from Registration as a CTA (if applicable)

---

Controller hereby represents and warrants to the Company that Controller has reviewed the registration requirements, as amended from time to time, of the Commodity Exchange Act, the Commodity Futures Trading Commission ("CFTC"), and the National Futures Association ("NFA") relating to commodity trading advisors and is properly registered with the CFTC and a member of the NFA or is exempt from CFTC registration because of the following:

- \_\_\_\_\_ (a) Controller has provided advice to 15 or fewer persons during the past 12 months and does not hold itself out to the public as a CTA.
- \_\_\_\_\_ (b) Controller is a (1) dealer, processor, broker, or seller in cash market transactions or (2) nonprofit, voluntary membership, general farm organization providing advice on the sale or purchase of commodities and any trading advice is solely incidental to the conduct of this business.
- \_\_\_\_\_ (c) Controller is registered in another capacity and their advice is solely incidental to their principal business of profession.
- \_\_\_\_\_ (d) Controller is a relative. Controller's relationship to customer is \_\_\_\_\_
- \_\_\_\_\_ (e) Controller is not a citizen of the United States, is located outside of the United States, and only solicits or exercises discretionary trading authority over non-United States persons.
- \_\_\_\_\_ (f) Other (Describe) \_\_\_\_\_

## Disclosure Document Information (Must be completed)

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Commodity Trading Advisors are required by CFTC Regulations and NFA Rules to furnish a disclosure document to customers, unless they have claimed an exemption from doing so. Please indicate which of the following are accurate:

- \_\_\_\_\_ (g) Controller has provided to the Customer valid disclosure document from the Controller. Provide to the Company a copy of the document and the executed signature pages.
- \_\_\_\_\_ (h) Controller has not provided the Customer with a disclosure document.

## Controller's Agreement

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Controller acknowledges that it has been designated as Customer's agent and attorney-in-fact. Controller agrees to promptly notify the Company if the above representations change or become inaccurate in any way. Controller agrees to indemnify the Company and hold the Company harmless from any and all losses, costs, damages, liabilities and expenses, of any kind or nature relating to any act or omission to act of the Controller under this authorization. The Controller acknowledges and agrees that the Company shall not be liable for any action or inaction by the Controller.

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

\_\_\_\_\_  
Controller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Authorization to send duplicate statements

---

I authorize MNA to send duplicate statements to service providers of the advisor

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

\_\_\_\_\_  
Date

## CERTIFICATION OF BENEFICIAL OWNER(S)

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**Persons opening an account on behalf of a legal entity must provide ALL of the following information:**

A. Name and title of natural person acting on behalf of entity opening the account:

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B. Name and address of legal entity opening account:

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C. The following information for each individual (if any) who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

<u>Name</u>	<u>Date of Birth</u>	<u>Address (Residential or Business Street Address)</u>	<u>For U.S. Persons: Social Security Number</u>	<u>For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number</u>

(If no individual meets this definition, please write "Not Applicable.")

## CERTIFICATION OF BENEFICIAL OWNER(S)

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D. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- a. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- b. Any other individual who regularly performs similar functions.  
(If appropriate, an individual listed under section (c) above may also be listed in section (d))

<u>Name</u>	<u>Date of Birth</u>	<u>Address (Residential or Business Street Address)</u>	<u>For U.S. Persons: Social Security Number</u>	<u>For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number</u>

I, \_\_\_\_\_, *(name of natural person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## HEDGE ACCOUNT CERTIFICATION

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Unless specified in writing to the contrary, all orders for the purchase or sale of the following commodities and commodity futures and option contracts for my account will represent "hedging" transactions and positions as defined in Commodity Futures Commission Regulation 1.3(z) as such regulation currently exists or may hereafter be amended. **List commodities to be hedged:**

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If orders are given for the purchase or sale of futures contracts which do not meet the definition of "hedging", I shall advise MNA in writing to that effect and will keep these and other contracts margined as required by MNA and any applicable contract market rules.

CFTC Regulation 190.06(d) requires a commodity broker to provide each hedge client with an opportunity to specify whether, in the event of the FCM's insolvency the client prefers open positions to be liquidated automatically or not. Please indicate your preference below.

I prefer, in the unlikely event of the Futures Commission Merchant's insolvency, the trustee (check one):

- ☐ attempts to contact me for instructions as to the disposition of the account's open contracts
- ☐ liquidates open commodity contracts in my hedge account without seeking my instructions.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## ADDITIONAL RISK DISCLOSURE

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### MUST BE SIGNED BY ANY ENTITY THAT:

- A. Has an annual income of \$25,000 or less; or
- B. Has a net worth of \$25,000 or less; or
- C. Has no prior commodity future or commodity options trading experience;

In addition to the standard industry disclosures included in the Marex North America, LLC customer account documents, you should be aware that commodity trading is considered a risky form of investment. If you have pursued only conservative forms of investment in the past, you may wish to study commodity futures and options trading further before continuing an investment of this nature. You must realize that you could sustain a total loss of all funds you deposit with your broker as initial margin as well as substantial amounts of capital, including liability for deficit balances, when trading futures or granting options, should the market go against your investment. You must also realize that the limited risk in buying options means you could lose the entire option investment should the position expire worthless. You should also be aware that the exercise of an option contract will result in a futures position.

If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and a loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of futures and options investments and your obligations to others will not be neglected should you suffer investment losses.

\_\_\_\_\_  
Print Name of Customer

The undersigned acknowledges that he/she has received, read and understood the above additional risk disclosure.

\_\_\_\_\_  
Officer or Member Signature

\_\_\_\_\_  
Officer or Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## AUTHORIZATION FOR DIRECT PAYMENT VIA ACH

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This agreement authorizes MNA to initiate debit transfers via ACH from your bank account to your MNA account.

- ☐ initial authorization    ☐ amended authorization    ☐ cancellation (select one)
- Customer authorizes Marex North America, LLC ("MNA") to electronically debit customer's bank account ("Bank Account") from the following financial institution:

Bank account title: \_\_\_\_\_

Bank account type: ☐ checking ☐ savings (select one)

Financial institution name: \_\_\_\_\_

Routing number: \_\_\_\_\_ Bank account number: \_\_\_\_\_

Additional routing information (if necessary): \_\_\_\_\_

- Customer represent that this bank account is carried at customer's financial institution primarily for commercial purposes and that all ACH transactions initiated pursuant to this authorization are non-consumer debits.
- Customer acknowledges that all transactions initiated pursuant to this authorization are subject to the rules of the National Automated Clearing House Association applicable to CCD debit transactions and not subject to regulation under the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, the rules of the Consumer Financial Protection Bureau or any state enactment of the Uniform Commercial Code.
- Customer agrees that all ACH transactions initiated pursuant to this authorization must comply with all applicable U.S. laws.
- Customer agrees that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of all current margin calls or other deficits (as determined under the MNA customer agreement) plus applicable fees and that notice of margin calls, deficits and fees contained in daily account activity confirmations is sufficient.
- Customer understands that this authorization will remain in full force and effect until MNA is notified in writing or by email that this authorization has been cancelled. Customer understands that MNA requires at least one business day prior notice in order to cancel this authorization.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

MNA Acct #: \_\_\_\_\_

**YOU MUST INCLUDE A CANCELLED CHECK OR RECENT ACCOUNT STATEMENT WITH THIS  
AUTHORIZATION FOR THE ACH TO BECOME EFFECTIVE**

## DOMESTIC FUNDS TRANSFER AUTHORIZATION FORM

\_\_\_\_\_  
Customer Account Name

\_\_\_\_\_  
Account Number(s)

\_\_\_\_\_  
Beneficiary Account Name at Bank

\_\_\_\_\_  
Beneficiary Account Number or IBAN at Bank

\_\_\_\_\_  
Beneficiary Bank Name

\_\_\_\_\_  
Beneficiary Bank City, State

\_\_\_\_\_  
Beneficiary SWIFT ABA Number (9 Digits)

\_\_\_\_\_  
Intermediary Bank Name \*\*\*

\_\_\_\_\_  
Intermediary Bank City, State \*\*\*

\_\_\_\_\_  
Intermediary SWIFT ABA Number (9 Digits) \*\*\*

\_\_\_\_\_  
Originator to Beneficiary Information (OBI) \*\*\*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\* *If Necessary*

Please be advised that the above bank account information has been provided by me to allow for wire transfers from my Marex North America trading account to the above bank account at my request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Joint Account Holder, if any

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## INTERNATIONAL FUNDS TRANSFER AUTHORIZATION FORM

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Customer Account Name

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Account Number(s)

Currency

Beneficiary Account Name at Bank

Beneficiary Account Number or IBAN at Bank

Beneficiary Bank Name

Beneficiary Bank City, Country

Beneficiary SWIFT (BIC) Code

Intermediary Bank Name \*\*\*

Intermediary Bank City, Country \*\*\*

Intermediary Bank SWIFT (BIC) Code \*\*\*

Originator to Beneficiary Information (OBI) \*\*\*

\*\*\* *If Necessary*

Please be advised that the above bank account information has been provided by me to allow for wire transfers from my Marex North America trading account to the above bank account at my request.

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Signature

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Signature of Joint Account Holder, if any

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Print Name

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Print Name

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Date

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Date

# **FUTURES ACCOUNT TRANSFER AUTHORIZATION**

**(Only complete if transferring account from another brokerage firm to MNA)**

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Instruction to transfer account to Marex North America, LLC ("MNA")

Current brokerage firm: \_\_\_\_\_

Customer account name: \_\_\_\_\_

Customer account number(s) at current brokerage firm: \_\_\_\_\_

I (we) direct the transfer of the above account(s) to MNA subject to its approval and to compliance with applicable law and regulation. Immediately confirm our account balance, and any and all open futures and option positions, margins or securities to MNA. Upon MNA's acceptance and further instructions, immediately transfer our account balance, and any and all open futures and options positions, margins or securities to:

Marex North America LLC

Attention: Balancing

222 W Adams Street, Suite 450

Chicago, IL 60606

balancing@marex.com

X \_\_\_\_\_  
Customer Signature

X \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MNA account number(s): \_\_\_\_\_

Customer account name: \_\_\_\_\_

Customer address: \_\_\_\_\_

If a Corporate Account, Authorized Officers must sign; If a Partnership Account, All GPs must sign; If an LLC Account, Managing Members must sign; If an LLP Account, Authorized Partner(s) must sign; If a Trust Account, all Trustees must sign.

**PLEASE ATTACH A COPY OF A CURRENT ACCOUNT STATEMENT**