# THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE COMMODITY MARKETS.

I hereby acknowledge that I have received and understood this risk disclosure document.

	Entity Nome	
	Entity Name	
Authorized Signature	Authorized Signature	
Print Authorized Signatory Name	Print Authorized Signature Name	
Date	Date	



				Service is our trade • Since 191
95 <del>43</del> 101	ENTITY ACCOUN			
*	ENERAL/LIMITED PAI			
				··/
Type of Account       Corporate       Corporate         Please check one)       Corporate       Corporate			Name o	f Broker for this account
Account Information Number of g Type of Trus	general partners, if applica st, if applicable		Is entity a:	☐ fund? ☐ commodity pool?
Legal Account Name	Date of Format	ion (YYYYMMDD)	Tax ID	
Nature of Business			Legal E	Entity Identifier (LEI)
Registered Address (no	P.O. Boxes)	Mailing Ad	dress ( <i>if diff</i> e	erent from Registered)
Street		Street		
City State		City		State
Postal Code/Zip+4 Count	ry	Postal Code/Zip+4		Country
Primary Contact for Account				
Contact First Name	Contact Last Name		Contact Title/R	ole/Position
Preferred Email Address	Preferred Phone			
	FINANCIAL INFOR	MATION (in USD)		
Annual Income Assets	Liquid Assets	Liabilities	6	Initial Deposit
Current Bank Information (Add additional pages as needed)	Account 1	Accoun	t 2	Account 3
Currency				
Bank Name				
City				
State				
Account Number				
Current Futures/Commodities B	rokerage Information	Current	Securities Br	okerage Information
	Account Open?			Account Open?
Brokerage Name	(Circle one) Yes No	Brokerage Name		(Circle one) Yes No



## **ENTITY ACCOUNT APPLICATION:**

		CORPORATION	IS, GENERAL/LIMITED PA		'S, LLCs, LL	PS AND TRUSTS
			INVESTMENT	EXPERIENCE		
Yes □	No	Do you currently in any other acco	have an open account or a fina ount at RJO?	ancial interest		rther Detail Required list account numbers:
			unsatisfied debit balance(s) w mmodities/securities firm?	ith RJO or		
		Are you a "contro as defined in SE	ol person" or "affiliate" of a pub C Rule 144?	ic company	limited to, 109	clude, but is not necessarily % shareholders, policy-making nd members of the Board of
			een subject to bankruptcy proc imilar actions, voluntarily or inv		If yes, please	list reason and date cleared:
			een in a legal dispute or involve edings arising from a commodi e?			attach a statement summary o vitration proceedings.
		Do you have exp	erience trading futures/commo	dities?	lf yes, <u>yea</u>	ars & contracts/yr
		Do you have exp	erience trading options on futu	res?	lf yes,yea	ars & contracts/yr
		Do you have exp	erience trading securities?		lf yes, <u>yea</u>	ars & contracts/yr
			SUMMARY	QUESTIONS		
Yes	No		d the basics of futures trading?	)		
		Do you understan Do you understan	d the risks of loss and the poss d RJO's Margin Policy? (See F suitable for this entity?	-	•	ction 3)
		Do you understan Do you understan	d RJO's Margin Policy? (See F	RJO Account A	greement, Sec	tion 3)
	Hed Hed	Do you understan Do you understan Is futures trading ge	d RJO's Margin Policy? (See F suitable for this entity?	RJO Account A	greement, Sec r UP	
	es	Do you understan Do you understan Is futures trading ge	d RJO's Margin Policy? (See F suitable for this entity? ACCOUNT SERV hat is the trading reason for the e on European exchanges, ICE retionary account? of Direction be associated with a member of any exchanges?	RJO Account A	greement, Sec r UP be or the LME hts?	

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who has to complete this form?

This form must be completed by individuals associated with a legal entity with any of the following financial institutions: a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide your name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) if you meet the following criteria for individuals (i.e., the beneficial owners):

- (i) You own, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) You have significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), the legal entity applying for a new account must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed account application for the legal entity will contain this form with identifying information for at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

# R.J.O'Brien requires all beneficial owners to provide photo identification. US Persons can provide a copy of their driver's license, passport or Government ID. Non-US persons must provide a copy of their passport.





### **BENEFICIAL OWNERS OF LEGAL ENTITIES**

Please complete this form as it relates to opening of a new account on behalf of a legal entity (Applying Entity). This form must be received from any individual who: 1) can answer "yes" to the first question below and/or 2) at least one person who can answer "yes" to the second question below. R.J.O'Brien must receive <u>at least one</u> completed form for each Applying Entity.

If another legal entity owns 25% or more of the Applying Entity, it is considered the "Owner Entity". The Owner Entity must submit at least one Beneficial Owners of Legal Entities form.

Form is in reference to:

Applying Entity

tity

Applying Entity	Owner Entity, if applicable
Name of Legal Entity	Name of Legal Entity
Legal Type for Legal Entity (e.g. LLC, etc.)	Owner Entity must also provide the name of the Applying Entity to properly link account opening documents.
Address of Legal Entity	

#### Please answer both of the questions below.

No

Yes 🗌

Do you directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, own 25 percent or more of the equity interests of the legal entity listed above?

Do you have significant responsibility for managing the legal entity listed above, such as:

Yes No

- 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
- Are you an individual who regularly performs similar functions?

### If you answered yes to either of the questions above, please provide the following information:

Name and Title	
Date of Birth	
Address (Residential or Business)	
<ul> <li><u>Identification</u></li> <li>US Person: Social Security Number</li> <li>Non-US Person: Passport Number</li> </ul>	

# R.J.O'Brien requires all beneficial owners to provide photo identification. US Persons can provide a copy of their driver's license, passport or Government ID. Non-US persons must provide a copy of their passport.

l,	hereby certify, to the best of my knowledge, that the information provided
above is complete and correct.	
Signature:	Date:

This form can be returned directly to: newaccountdocs@rjobrien.com





R.J. O'Brien & Associates, LLC ("RJO"), may deliver documents to you either electronically or on paper. If you choose electronic delivery, RJO will use your email address to send you Documents or notify you when Documents are available online. "Documents" include, but are not limited to, the following:

- Daily Confirmations, P&S Statements, Monthly Statements of Activity, certain tax statements, including form 1099, and other disclosures or notices that RJO is legally required to provide to you (collectively, "Statements");
- Account applications or forms;
- Updates/decisions related to your application;
- Disclosures, notices and other information related to the opening or maintaining of your account(s), products, and services that may be required by the Electronic Fund Transfer Act, Commodity Exchange Act, or other applicable federal or state laws and regulations;
- Terms and conditions that govern your application;
- Agreements and policies that you may agree to from time to time (e.g., Wire Transfer Agreement, ACH Agreement, etc.), including updates to these agreements or policies;
- Periodic disclosures and notices relating to the maintenance or operation of an account, product, or service including, but not limited to, account information, disclosures, or notices that may be required by the Electronic Fund Transfer Act, Commodity Exchange Act, or other applicable federal or state laws and regulations (e.g., privacy policy, account statement, etc.); and
- Any notice or disclosure regarding an account, product, or service fee, such as a late fee, insufficient funds, stop payment order, wire transfer fee, etc.

When new Statements are available on rjobrien.com, and if you have consented to electronic delivery, RJO will notify you at the email address(es) provided below. This notification will typically include a link to RJO's client portal from which you may access the tax forms or other Statements. The email notification is sent in lieu of sending paper documents via U.S. Mail.

#### Please select your preference for Document Delivery below.

- I consent to Electronic Document Delivery (see next page) and authorize RJO to provide access to all Documents solely via electronic means. I understand that email alerts regarding Statement availability will be sent to the email address(es) listed below.
- □ I require RJO to provide all Documents by regular mail. I agree and acknowledge that a fee of \$4.00 will be charged to my/our account for each Statement mailed within the USA or a fee of \$5.00 for each Statement mailed outside the USA. (Note: This fee will also apply to duplicate Statements and will also be charged to my/our account.) I acknowledge that Statements will be mailed to the Mailing Address on the Account Application. I have included, as a separate document entitled "Additional Statement Addresses", the address(es) of the Account Controller and/or Interested Party for any Statements to be delivered by regular mail.

Entity Name, if applicable

Client Email Address (Please Print)

Client Signature

Date

Print Client Name

I authorize RJO to send Statement notifications by email to the following Additional/Interested Party(ies):

Additional/Interested Party Email Address

## **ACCOUNT AGREEMENT**



### Corporate Account

Client represents and warrants that the Corporation is duly organized and in good standing under the laws of its state of incorporation and that trading commodity futures Contracts, options on futures Contracts and security futures Contracts is within the powers granted to it. A copy of the latest audited financial statement, a Letter of Good Standing and the Articles of Incorporation are attached. The undersigned represents that he/she has full authority to enter into the Account Agreement on behalf of the Corporation and is concurrently furnishing to R.J. O'Brien a Corporate Authorization as prescribed by R.J. O'Brien. Client also requests that all confirmations of transactions be sent as specified on the Statement Delivery Form in the Account Application.

Name of Corporation	Date	
Authorized Signature	Authorized Signature	
Print Authorized Signatory Name	Print Authorized Signatory Name	
Title	Title	<u>.</u>

### Personal Trust, Keogh Plan, Pension or Profit Sharing Trust or Plan

The undersigned Trustee warrants and represents that he/she is a Trustee of \_\_\_\_\_\_\_, a duly formed Trust (Plan), dated\_\_\_\_\_\_\_, for the benefit of \_\_\_\_\_\_\_ and a **copy of the instrument by which he/she was appointed Trustee is attached**. Trustee represents that he/she has the proper authority to sign this Account Agreement and all related documents on behalf of the Trust (Plan) and specifically represents that he/she or any successor Trustee is authorized to trade commodity futures Contracts, options on futures Contracts and security futures Contracts for the account and risk of the Trust (Plan). Trustee also requests that all confirmations of transactions be sent as specified on the Statement Delivery Form in the Account Application.

In the case of Keogh Plans, Pension and Profit Sharing Trust, and other entities governed by the Employee Retirement Insurance Security Act, Trustee acknowledges that the amount of assets of said entity allowed to be invested in such commodities is subject to a "prudent man" standard. Trustee acknowledges that any investment decisions made on behalf of such entity is solely that of the entity's internal investment management and not of R.J. O'Brien. Trustee expressly acknowledges that R.J. O'Brien is not its agent or fiduciary with respect to any "prudent man" standard, statutory or otherwise, and indemnifies R.J. O'Brien for any Losses resulting from any breach of said standard.

Trustee Signature	Date	
Print Name		
Co-Trustee Signature, if any	Date	
Print Name		



## **VOLUNTARY ARBITRATION AGREEMENT**

This Voluntary Arbitration Agreement will be deemed a part of and incorporated into the Account Agreement with R.J. O'Brien & Associates, LLC ("R.J. O'Brien") when signed below whereby the undersigned consents to and agrees to abide by the provisions hereof. If you sign this Voluntary Arbitration Agreement, you agree that any controversy, claim or grievance between you and R.J. O'Brien relating to your account(s) shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedures described herein. Any award rendered thereon by the arbitrators shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered in any court having jurisdiction.

Notification of your intent to arbitrate must be sent by certified mail to R.J. O'Brien at its Chicago office. At such time as you notify R.J. O'Brien that you intend to submit a claim to arbitration, or at such time as R.J. O'Brien notifies you of its intention to submit a claim for arbitration, you will have the opportunity to elect a qualified forum for the conducting of the proceeding. Please note that, in the Account Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. Within ten (10) business days after receipt of a notice from you or at the time R.J. O'Brien so notifies you, R.J O'Brien will provide you with a list of three (3) organizations whose procedures qualify them to conduct arbitrations in accordance with CFTC Rule 166.5, together with a copy of the rules of each forum listed. If you fail to make such selection within forty-five (45) days, then R.J. O'Brien shall have the right to make such election. If R.J. O'Brien notifies you of its intent to submit a claim for arbitration, it shall designate a gualified forum for conducting the proceedings. R.J. O'Brien will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that you have acted in bad faith in initiating or conducting that proceeding. If, by reason of any applicable statute, regulation, exchange rule or otherwise (other than by reason of your entitlement to commence reparation proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder), your advance agreement to submit a controversy to arbitration would not be enforceable by R.J. O'Brien, then this provision shall not permit you to enforce R.J. O'Brien's advance agreement to submit to arbitration.

THREE (3) 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 CLIENTS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CLIENT 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 R.J. O'BRIEN 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 THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF R.J. O'BRIEN 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 FORTY-FIVE (45) DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH R. J. O'BRIEN. (SEE 17 CFR 166.5.)

You are advised that if you seek reparations under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder, and the CFTC declines to institute reparation proceedings, claims or grievances may be subject to this Arbitration Agreement.

The undersigned hereby agrees on its behalf and on behalf of its successors and guarantors to the terms of this Arbitration Agreement.

Authorized Signature

Service is our trade





INTERNAL REVENUE SERVICE SUBSTITUTE FORM W-9

Taxpayer Identification Number	

Federal Employer ID Number

Legal Account Name
--------------------

Under penalties of perjury, I certify that:

- 1. The Taxpayer Identification Number or Federal Employer ID Number provided is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code, and
- 3. I am a U.S. citizen or U.S. resident alien.

The Internal Revenue Service 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 reporting information applicable to activity within this account (including Internal Revenue Service reporting) will be submitted with the Legal Name and Taxpayer Identification Number stated above.

Please note that all Foreign Accounts must fill out a form W-8 which can be found on the R.J. O'Brien website at www.rjobrien.com. In addition, this account form must be accompanied by a copy of your passport or other government issued identification.





## **ADDITIONAL RISK DISCLOSURE**

An additional risk disclosure may be required before you open a commodity future and option trading account. Please check all the below statements that may apply to you.

- Your annual income is less than \$50,000.
- Your liquid net worth is less than \$50,000.
- You are retired.
- You do not have at least six (6) months of futures investment experience.

While R.J. O'Brien is prepared to open your account, it is required to advise you to consider the risks involved with trading commodity futures and options. The risk of loss in trading commodity futures and options can be substantial and may be inappropriate for you for the reason checked above; therefore, you must consider whether such trading is proper in light of your financial condition. Only **Risk Capital** (money that you are able to lose without adversely affecting your standard of living) should be invested. R.J. O'Brien recommends that you review the Risk Disclosure Statement in the Account Agreement and/or discuss any concerns with your broker or other financial advisor before finalizing your decision.

### ACKNOWLEDGEMENT

I understand that the risks associated with commodity trading may not be appropriate for me. However, I have read the Risk Disclosure Statements and I have considered the financial risks involved in commodity trading with regard to my financial condition, and I wish to proceed with opening an account.

Partnership or Other Entity Account General Partners must sign	
Entity Name	
Authorized Signature	
Print Authorized Signature Name	
Date	
	General Partners must sign         Entity Name         Authorized Signature         Print Authorized Signature Name



## **RJO'Brien** Service is our trade • Since 1914

## **ACKNOWLEDGMENT OF DISCLOSURES**

(Please acknowledge receipt of each document in the Disclosure Booklet.)

### Disclosures

- 1. Futures Commission Merchant ("FCM") Material Conflicts of Interest
- 2. Electronic Trading and Order Routing Systems Disclosure Statement
- 3. Uniform Notification Regarding Access to Market Data
- 4. Notice Regarding Average Price System ("APS")
- 5. ACH Disclosure
- 6. Disclosure On Payment For Order Flow
- 7. Cross Trade Consent
- 8. Direct Order Transmittal Client Disclosure Statement
- 9. Foreign Trader Disclosure Statement
- 10. Position Limit and Large Open Position Reporting Requirements for Options and Futures Traded on the Hong Kong Exchanges
- 11. ERISA 408(b)(2) Disclosure
- 12. A Guide to the Structure and Market Terminology of the London Metal Exchange ("LME")
- 13. Exchange For Related Positions ("EFRP")
- 14. Virtual Currency Derivatives Disclosure
- 15. Negative Contract Prices Risk Disclosure
- 16. Non-Cash Margin Disclosure

# I have received the above disclosures in the R.J. O'Brien Disclosure Booklet and understand all the above provided disclosures:

	n, Partnership or Other Entity Account II General Partners must sign	
	Entity Name	
Authorized Signature	Authorized Signature	
Print Authorized Signatory Name	Print Authorized Signature Name	
Date	Date	





## **AUTHORIZATION AGREEMENT FOR DIRECT ACH DEBITS AND CREDITS**

#### **RJO** Account Title

RJO Account Number, if assigned

By signing this Authorization Agreement for ACH Debits and Credits (the "Agreement"), the undersigned client ("Client") hereby establishes a standing authorization that will allow R.J. O'Brien & Associates, LLC ("RJO") to request electronic funds transfers between the bank account indicated below (the "Bank Account") and the applicable RJO Account. Client hereby authorizes RJO to initiate debit or credit entries upon request or as otherwise provided herein via Automated Clearing House ("ACH") to or from the Bank Account held at the depository financial institution named below (the "Depository"). In addition, Client hereby authorizes RJO to debit the Bank Account from time to time to satisfy any margin call or other deficit in the RJO Account referenced above in accordance with the RJO Account Agreement. Client acknowledges that the origination of ACH transactions hereunder must comply with the provisions of U.S. law. Client further acknowledges that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of the then due margin call or other deficit (as determined under the RJO Account Agreement) plus any applicable fees. Client hereby agrees and acknowledges that ACH transactions under this Agreement may be used only for amounts less than or equal to \$100,000 provided; however, that if market conditions dictate, RJO reserves the right to (i) allow for ACH's greater than \$100,000 or (ii) request that margin calls be made by means other than ACH, such as Federal Wire.

#### **ACH Instructions:**

Bank Name	_Branch	
City	State	_ZIP
Bank Account Title		
Bank Routing NumberCI	hecking Account Number	

Client represents and warrants that Client is the owner of the above Bank Account and will provide RJO any such information RJO may require to validate the Bank Account. Further Client represents that the above information is correct and shall be responsible for any errors resulting from incorrect/inaccurate information provided.

#### Please indicate if this is a new Agreement or a change of a previous Agreement:

NEW \_\_\_\_\_CHANGE\_\_\_\_\_ (By marking this as a change of an existing Agreement, Client hereby gives notice to terminate use of any previously given ACH instructions and authorizes RJO to use the ACH instructions herein from the date of this Agreement until its termination.)

This authorization is to remain in full force and effect until RJO has received written notification from Client of its termination at the address and facsimile number listed below in such time and manner as to afford RJO and Depository a reasonable opportunity to act on such notification. Client understands that if Client revokes this authorization or fails to maintain sufficient credit in the account to complete the ACH transaction, RJO may choose to immediately close the RJO Account.

Client hereby agrees to indemnify and hold RJO, its affiliates, agents, and representatives harmless from and against any loss, claim, damage, or liability arising out of the authorization or information provided hereunder or resulting from any action taken by RJO in reliance upon instructions provided under this Agreement.

Client understands that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, Uniform Commercial Code Article 4A or Illinois Compiled Statute Chapter 205, Article 616.

All notices to RJO shall be in writing and directed as follows:

Mail:	R.J. O'Brien & Associates, LLC, 222 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606
Facsimile number:	(312) 373-5227

Email: ClientServices@rjobrien.com

Notice shall be deemed as made when the original mailed notice is received by RJO, or when receipt of a facsimile or email is acknowledged by RJO.

Client Signature	Tax ID
Print Client Name	Date
Joint Party Signature (if applicable)	Print Joint Party Name
Date	

## Include a copy of a blank voided check.

for verification of bank information





## **HEDGE REPRESENTATION**

#### (To Be Completed by Hedge Clients Only)

In order to induce R.J. O'Brien to open and maintain the undersigned's account, the undersigned represents that the transactions identified below in this account are for hedging or recognized risk management purposes only and shall be entered into solely for the purpose of protection against Losses which may be incurred in a cash position in a specific commodity or with respect to derivatives such as financial, interest rate, or stock index futures, to protect against Losses that may be incurred in an existing financial portfolio.

The following commodities are for bona fide hedging purposes: (This section must be filled out completely.)

Commodity Product	Economic Justification <sup>1</sup>	

The undersigned is familiar with all laws, rules and regulations concerning hedging in such Contracts and has not relied upon R.J. O'Brien for any related advice.

Pursuant to CFTC Regulation 1.41, when a customer first opens a futures account or foreign futures account, R.J. O'Brien must provide the customer with the opportunity to designate the account as a hedge account for purposes of the CFTC Part 190 Regulations. In the unlikely event that R.J. O'Brien becomes the subject of a bankruptcy proceeding, and the trustee is subject to Part 190, the trustee may treat positions in a public customer's designated hedge account as "specifically identifiable property," to the extent reasonably practicable under the circumstances and following consultation with the CFTC. In such case, as provided in the Part 190 Regulations, the trustee may request the customer to provide written instructions whether to transfer or liquidate open positions in the hedge account. Alternatively, should the trustee exercise its authority to treat the positions as specifically identifiable property, if the customer's preference whether to transfer or liquidate positions in the hedge account is clearly indicated in the R.J. O'Brien books and records, the trustee may comply with Customer's preference to the extent reasonably practicable, without contacting the customer for instructions.

Customer has designated this account as a hedge account ("Hedge Account") for purposes of Part 190 Regulations.

Yes 🛛 No 🗆

If yes, Customer represents that Customer's trading of futures, options on futures, foreign futures, or options on foreign futures, (as applicable) in each Hedge Account constitutes hedging as such term may be defined under any relevant applicable CFTC, clearing organization, designated contract market, swap execution facility, or foreign board of trade rule or regulation.

Although Customer is not required to indicate now its preference as to whether a trustee should liquidate or transfer positions in the Hedge Account(s), in the unlikely event of R.J. O'Brien's bankruptcy, should the trustee decide to treat positions in the Hedge Account(s) as specifically identifiable property, Customer may make such election now by checking the appropriate box:

□ Liquidate Positions □ Transfer Positions

This notification is a continuing one and shall remain in force until cancelled in writing. The undersigned acknowledges that R.J. O'Brien shall rely upon this representation and shall notify R.J. O'Brien immediately if this representation does

<sup>&</sup>lt;sup>1</sup> Reason why account owner is using listed commodity as protection against loss in the cash market (e.g., Corn Farmer, Mortgage Lender, etc.).





## **HEDGE REPRESENTATION**

not remain true and correct.

(Check One) Ves No	Is there a bank loan/financing arrangement associated with this account?
(Check One) 🗌 Yes 🔲 No	Will you provide special offset instructions for open positions?

, Partnership or Other Entity Account I General Partners must sign	
Entity Name	
Authorized Signature	
Print Authorized Signature Name	
Date	





### To: R.J. O'Brien

Account #

### **TRUST INFORMATION**

In consideration of opening and/or maintaining one or more accounts for the Trust named below, we the undersigned below, "Trustees", certify as follows:

1. The full title of the Trust to which the Certificate applies is:

(i.e. John Jones and Sam Smith Trustees for the benefit of Mary Jones)

- 2. The date of the Trust is:
- 3. The date of the latest Trust Amendment is:
- 4. There are no Trustees of the Trust other than the undersigned;
- 5. The names of the Successor Trustees, if any, are:
- 6. The Grantors of the Trust are:
- 7. You are authorized to accept orders and other instructions from those individuals or entities listed below, including check-signing and withdrawal privileges, unless their authority is expressly limited on this certification.

Name (Please Print)	Relationship to Trust (i.e. If not a trustee)		
8. We certify that we have the power upurchases and sales, of the types sp	<b>č</b> 1	oplicable law to enter into transactions, both ing which are permitted)	
AGGRESSIVE TRANSACTIO	ONS Futures Options	Both Other	
9. We acknowledge receiving all pertin	ent account documentation, agreen	nents and risk disclosure documents;	
	he types specified above, if you ac	demnify you and hold you harmless from any ot pursuant to instructions given by any of the	
11. We agree to inform you in writing of other event which could materially al		change in composition of the Trustees, or any	
12. We hereby certify that the undersigned	ed are all of the Trustees:		
Trustee Names (Please Print)	Signatures	Address	

### ALL TRUSTEES MUST SIGN. ATTACH EXTRA PAGE IF NECESSARY. (SHOULD ONLY ONE PERSON EXECUTE THIS AGREEMENT, IT SHALL CONSTITUTE A REPRESENTATION THAT THE SIGNER IS THE SOLE TRUSTEE.)





## **PERSONAL GUARANTEE**

### (To be signed by Corporate, LLC, Trust or Partnership Accounts)

The undersigned (jointly and severally if there is more than one) hereby unconditionally and irrevocably guarantees full and prompt payment to R.J. O'Brien of all sums owed to R.J. O'Brien by Client pursuant to the forgoing Account Agreement, whether such sums are now existing or are hereafter created. The undersigned waives any notice of default or dishonor of presentment of payment, notice of non-payment protest or any other notice, and agrees that R.J. O'Brien shall have no obligation at any time to resort payment from Client or from any other person, firm or corporation liable for the guaranteed debt before proceeding on this Guarantee. The undersigned agrees to pay all reasonable attorneys' fees and court costs, if any, incurred by R.J. O'Brien in connection with the enforcement of this Guarantee and Client's obligations under the Account Agreement.

All monies, securities, negotiable instruments, open positions on futures Contracts, options premiums, commodities or other property belonging to the undersigned now or at any future time that are on deposit with R.J. O'Brien, for any purpose, are hereby pledged to R.J. O'Brien for discharge of all of the undersigned's obligations hereunder, and R.J. O'Brien may, in its discretion, transfer any of such property from any of the undersigned's accounts to R.J. O'Brien to offset and credit against any of the undersigned's obligations to R.J. O'Brien under this Guarantee.

Guarantor agrees to permit verification of relevant information by R.J. O'Brien through third parties (including credit reporting entities).

This Guarantee is a continuing one and shall remain in full force and effect, even after the account is closed, until the earlier of (i) revocation by the undersigned by a written notice to R.J. O'Brien, but such revocation shall not, in any way, affect any liability for losses sustained prior to such revocation; or (ii) the undersigned has satisfied all obligations with R.J. O'Brien in the sole discretion of R.J. O'Brien.

Account Name	R.J. O'Brien Account Number	
Guarantor		
Guarantor's Signature	Date	
Print Guarantor Name	Guarantor Tax ID	

## Include

$\square$	Comp	lete	Trust	Doci	ument
	Comp	0.0	11000	2000	

Copy of Photo ID for all trustees

## If Member is an entity such as:

Corporation

- Articles of Incorporation
- Copy of Photo ID for 10 percent owners

## LLC

Articles of Organization and Operating Agreement

Copy of Photo ID for 10 percent owners

## Trust

- Trust Document
- Copy of Photo ID for all trustees