

Straits Financial



**ACCOUNT APPLICATION FOR:
INDIVIDUAL, JOINT, IRA, SOLE PROP,
PARTNERSHIPS, AND TRUSTS**

July 2022

Office Code	Account No.

INSTRUCTIONS

Instructions for Opening an Account with Straits Financial LLC

1. Read and sign the required documentation in SECTION 1. Provide all required supporting documentation by account type.
2. Where required, read and sign one or more documents from SECTION 2.
3. Read through Straits Financial LLC Disclosure Booklet, initial applicable boxes on the signature page, and sign in SECTION 3.
4. Read and sign the applicable tax form from SECTION 4.

All questions on completing the documents should be directed to your Straits Financial LLC Account Executive/Introducing Broker, or to Straits New Accounts Department. Email to accounts@straitfinancial.com or by phone at +1.312.706.7937.

SECTION 1

Complete All Forms

Account Application - Individuals, Joint Account, Sole Proprietorship	page 2
Account Application - General Partnership, Limited Partnership, Personal Trust, IRA, Keogh Plan, Pension or Profit Sharing Trust/Plan	page 5
Customer Agreement	page 8

Required Supporting Documents by Account Type

1. General Partnerships may supply their own agreements or sign the Straits Financial LLC document. All other Applicant types (Limited Partnerships, Personal Trusts, IRA or Keogh Plans, and Pension or Profit Sharing Trusts or Plans) must supply their own agreements along with all Straits account documents and most recent audited financial statements.
2. U.S. Federal regulations require all non-US authorized traders and non-US Applicant signers to provide one of the following forms of identification: *A copy of your Passport, Driver's License or Government issued Identification Card. If the identification card does not provide an address, then please provide a copy of a recent utility bill or top portion of a financial or credit card statement to confirm your address.*

SECTION 2

Complete If Applicable Or Required By Straits Financial LLC

Partnership Authorization	page 13
Account Transfer Request Form	page 14
Related Account Authorization	page 15
Personal Guarantee	page 16
Hedge Agreement	page 17
Managed Account Authorization / Power of Attorney (Section A) / Authorization to Remit Funds (Section B)	page 18
Managed Account Controller Statement (Section C) / Customer Acknowledgement (Section D)	page 19

SECTION 3

Acknowledge Applicable Disclosures and Sign

Disclosure Booklet Signature Page	page 20
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SECTION 4

Internal Revenue Service Certifications

For U.S. Applicants:

- IRS Form W-9: Each U.S. applicant must complete the IRS Form W-9 page 21

For non-U.S. Applicants: sign one of the following

- IRS Form W-8BEN page 27

See www.irs.gov for details and instructions on filling out the following forms if they apply to you.

- IRS Form W-8ECI: Certificate of Foreign Person's claim that income is effectively connected with the conduct of trade/business in the U.S.
- IRS Form W-8EXP: Certificate of Foreign Government or other Foreign Organization for U.S. Tax Withholding
- IRS Form W-8IMY: Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or certain U.S. Branches for U.S. Tax Withholding

FUNDING YOUR ACCOUNT

Checks: Make all checks payable to Straits Financial LLC.

Account Transfer: If you are transferring your account from another

Wires: Contact your Account Executive/IB or Straits Treasury Department at +1 312.846.5696 or treasury@straitfinancial.com for current wiring instructions.

firm to Straits Financial LLC, please read and sign the Account Transfer Request form on page 14.

Straits Financial LLC does not accept Money Orders or Third-party Checks or Wires.

All funds deposited into your Straits Financial LLC account must be from the account owner listed on the account documents.

Once you have completed the account forms, you may return the entire booklet to:

Or

Straits Financial LLC can also accept a scanned or printed copy of the application via:

Straits Financial LLC
311 S. Wacker Drive, Suite 980
Chicago, IL 60606, USA

email at accounts@straitfinancial.com or
fax at +1.312.461.1003

INDIVIDUAL, JOINT, OR SOLE PROPRIETORSHIP

Account Rep	
Office Code	Sales Code

All fields must be completed. Please indicate N.A if it is not applicable.

Customer Name

Sole Proprietorship Name

Joint Owner

Account Designation Hedge Speculative

If Joint Tenants In Common Right of Survivorship Discretionary under Power of Attorney

CUSTOMER

Address

City State/Province Zip Country

Date of Birth SSN / Tax ID # Country of Citizenship Marital Status

Number of Dependents Home Telephone # Cell Phone # Single Married Other

Fax # Email Occupation

Employer Nature of Business Work Address

City State Zip Country

Individual Owner / Sole Proprietorship Financial Information

Annual Income Liquid Assets Net Worth

Primary Bank Name Contact Person Telephone #

Address

City State Zip Country

SWIFT/Routing Number Account Number Further Credit Account Number (if applicable)

Intermediary Bank Name (if applicable) Contact Person Telephone #

Address

City State Zip Country

SWIFT/Routing Number

Trading Experience - (check all that apply)

Years of experience:

a. Futures _____

b. Options on Futures _____

a. Foreign Exchange _____

a. Securities/Bonds _____

List firm where you have traded and if the account(s) is active.

1. _____

2. _____

3. _____

Active

JOINT OWNER

Address

 City State/Province Zip Country

 Date of Birth SSN / Tax ID # Country of Citizenship Marital Status

 Number of Dependents Home Telephone # Cell Phone #

- Single
- Married
- Other

 Fax # Email Occupation

 Employer Nature of Business Work Address

 City State Zip Country

Joint Owner Financial Information

 Annual Income Liquid Assets Net Worth

References

 Bank Name Contact Person Telephone #

Address

Trading Experience - (check all that apply)

Years of experience:

a. Futures _____

b. Options on Futures _____

a. Foreign Exchange _____

a. Securities/Bonds _____

List firm where you have traded and if the account(s) is active.

1. _____

2. _____

3. _____

Active

ADDITIONAL INFORMATION

1. Does any other person or entity have any direct or indirect ownership in the entity opening this futures account? If Yes, list name(s) and ownership(s): Yes No

2. Does Applicant(s) control the trading in any other Straits Financial LLC account? If Yes, please list Names & Account Numbers: Yes No

3. Is Applicant(s) regulated by any financial services government regulators? If Yes, please specify: Yes No

4. Is Applicant(s) or any of its Principals or Affiliates presently a Member of any Exchange? If Yes, list Exchanges and Membership type(s): Yes No

5. Will the account be Traded or Managed by anyone else under Power of Attorney? If Yes, Please list Power of Attorney and complete enclosed POA documents: Yes No

6. Does Applicant(s) have or ever had any litigation, arbitration, disputed accounts, unpaid debit balances or unresolved matters with any futures or securities brokers or foreign currency dealers or has bankruptcy been filed? If Yes, please provide details in a separate attachment. Yes No

MODE OF DELIVERY FOR TRADE AND MONTHLY STATEMENTS

Unless you specifically choose hard copy mailed statements, all Trade and Monthly Statements and any correspondence from Straits will be sent to you via the email address listed on this application. **You may revoke your consent to receive statements electronically at any time.** A processing charge will apply to hard copy mailings at a rate of \$1.50 per mailed paper statement.

Please check one: Electronic Hard Copy

Send Duplicate Statements to: Name Relationship to Applicant(s) Email

Address City

State Zip Country

PLEASE READ AND SIGN BELOW

ALL ACCOUNT HOLDERS MUST SIGN

THE UNDERSIGNED APPLICANT(S) CONFIRMS TO STRAITS FINANCIAL LLC THAT THE FOREGOING INFORMATION CONTAINED IN THIS APPLICATION FORM AND ANY INFORMATION SEPARATELY PROVIDED HEREWITH IS TRUE AND CORRECT. THE APPLICANT(S) AGREES TO NOTIFY STRAITS FINANCIAL LLC IN THE EVENT THAT THE INFORMATION CONTAINED IN THIS APPLICATION FORM OR SEPARATELY PROVIDED HEREWITH CHANGES.

Signature 1

✕

Print Name

Title (if applicable) Date

Signature 2

✕

Print Name

Title (if applicable) Date

CUSTOMER AGREEMENT

In consideration of Straits Financial LLC acting as broker for the undersigned Customer and accepting one or more accounts for the purchase and sale of Commodity Interests, the undersigned Customer agrees as follows:

1. Definitions.

In this Customer Agreement, the term “**Agreement**” means this Customer Agreement and any other ancillary agreements, schedules, disclosures and instruments relating or referring to this Agreement. “**Straits**” means Straits Financial LLC. “**Straits Parties**” means Straits and its members, managers, employees, associated persons, agents, parents and affiliates). “**Commodity Interests**” means commodity futures contracts, commodity option contracts, cash commodities and all other transactions related thereto. “**Applicable Law**” means any applicable law, regulation or rule or regulation of applicable governmental bodies and agencies as well as self-regulatory organizations including without limitation, the National Futures Association and any exchanges on which transactions in Commodity Interests are conducted or cleared.

2. Relationship.

Customer authorizes Straits to purchase and sell Commodity Interests for Customer’s account in accordance with Customer’s (or Customer’s commodity trading advisor’s or other account controller’s) oral, written or electronic instructions, as Customer further authorizes Straits, for the account of Customer, to make such advances and expend such monies and, whenever applicable to borrow and deliver such monies or securities or properties as may be required with respect to such transactions.

3. Risk.

Customer acknowledges that trading in Commodity Interests is highly speculative and leveraged, and involves an extremely high level of risk in rapidly fluctuating markets. Despite such risks, Customer agrees to assume the risks of trading in Commodity Interests. Customer acknowledges and confirms that Customer has read and understands the risk disclosures delivered to Customer along with this Agreement.

4. Accounts; Transfer of Funds Consent.

Customer will hold one or more accounts on the books of Straits. Customer authorizes Straits to co-margin or cross margin, set off or transfer funds, securities or other property to, between or among any of Customer’s segregated or secured futures accounts or non-regulated accounts (including without limitation Customer accounts that contain the same beneficial ownership) at Straits when, in Straits’ sole discretion, a transfer of any funds or other property in such accounts may be necessary to satisfy margin calls, debit balances or for such other reasons as Straits deems necessary. Within a reasonable time following such transfer, Straits will confirm the transfer in writing to Customer.

5. Indemnification.

Customer hereby agrees to indemnify, defend and hold Straits Parties harmless against and from any and all claims, suits, proceedings, arbitrations, investigations, disciplinary proceedings, fines, penalties, losses, costs and damages (including without limitation costs and reasonable attorney’s fees) (the foregoing are herein referred to as “**Claims**”), sustained by Straits arising out of or in connection with, directly or indirectly, (a) any action or omission by Customer, (b) any breach of any representation, warranty or covenant of Customer in this Agreement, (c) any violation or alleged violation by Customer of Applicable Law, (d) any loss or theft of Customer’s login credentials for access to Straits’ System (as defined herein), (e) any act or omission of any third party account controller engaged by Customer to manage Customer’s account, and (f) any debit balance in Customer’s account. Customer shall pay all debit balances in Customer’s account (together with interest on debit balances at the rate of 6.0% per annum for the entire period the debit shall exist.

If Straits Parties seek indemnification from Customer for a Claim, Straits shall provide Customer with notice of the Claim; provided that Customer’s indemnification obligations shall not be affected by any failure to provide such

notice except to the extent that the failure materially prejudices the ability of Customer to defend the Claim. Straits Parties shall permit Customer to defend, and Customer shall promptly assume and control the defense of, the Claims with counsel chosen by Customer which counsel shall be subject to Straits Parties’ approval in its sole discretion; provided that Straits Parties may participate in such defense at their own expense; provided, further, that, if Customer does not promptly assume such defense, Straits may assume and control such defense (which control shall include the right to compromise any Claim or enter into any settlement agreement, in the sole discretion of Straits and, in such event, Customer shall reimburse Straits for all costs and expenses arising there from or related thereto (including, without limitation, attorneys’ fees, amounts payable under any compromise or settlement agreement, fines, penalties, judgments and the like). Notwithstanding anything to the contrary in this Agreement, Customer shall not compromise any Claim or enter into any settlement agreement that apportions any liability or fault to, or gives rise to any cost to or obligation of, Straits without Straits’ written consent.

6. Interest.

In accordance with CFTC Regulation 1.29, Straits may receive and retain as its own property any incremental income or interest resulting from the proper investment of the funds held in the Customer’s account.

7. Commissions & Fees.

Customer agrees to pay to Straits any commissions and charges in effect from time to time and other costs to Straits occasioned by carrying the account of Customer. Customer agrees that Straits may debit Customer’s account for brokerage, commission and other fee charges, and for charges for any other services rendered by Straits, including all payments made on behalf of Customer, which may vary from time to time, without notice to Customer. If Customer’s account is introduced to Straits by an introducing broker (an “**IB**”), Customer understands that IB may charge Customer a transaction fee in addition to commissions and fees for servicing Customer’s account. In addition, Customer understands that commissions charged by Straits may be higher than they would otherwise be in the absence of an IB, and that Straits shares commissions with IBs on terms that are not disclosed to Customer. Customer agrees to pay any such additional fees or commissions including but not limited to those charged for taking and/or making deliveries, interest, fees levied by the regulatory authorities and commissions and fees charged for the transfer of the Customer’s account to another firm.

8. Margins.

Customer shall deposit with Straits sufficient funds to meet all margin requirements under applicable law, provided, however, Customer agrees that Straits may establish margin requirements from time to time in its sole and absolute discretion which may exceed the margin requirements set by applicable exchanges. Straits may reject any order if Customer does not have sufficient margin on deposit and may not allow the processing of any order while determining the correct margin status of the Customer’s account. Customer shall, without notice or demand, maintain adequate margins at all times so as to continuously meet the margin requirements established by Straits. Customer agrees, when requested by Straits, to immediately wire transfer funds to adequately maintain margins and to furnish Straits with the names of bank officers for immediate confirmation of such transfers. FOR PURPOSES OF THIS SECTION, “**IMMEDIATELY**” SHALL BE DEEMED TO BE ONE (1) HOUR, OR LESS THAN ONE (1) HOUR IF, IN STRAITS SOLE DISCRETION, MARKET CONDITIONS OR ACCOUNT ACTIVITY OR STATUS WARRANT. Choosing not to demand wire transfer of funds or the acceptance of funds by mail shall not constitute a waiver of the right of Straits to demand wire transfer of funds at any time. If at any time Customer’s account does not contain the amount of margin required, Straits may, in its sole and absolute discretion, without notice or demand to

Customer, close out (or cause Customer's IB or other third party to close out) Customer's open positions in whole or in part, manually or by automated means (including by use of an auto liquidation system), or take any other action it deems necessary to satisfy such margin requirements.

Customer shall be solely responsible for losses as a result of such liquidation. Failure of Straits to close out open positions in whole or in part in such circumstances shall not constitute a waiver of its rights to do so at any time thereafter, nor shall Straits be subject to any liability to Customer for its acts or its failure to so act.

9. Security Interest; Transfer Authorization; Setoff.

Customer hereby grants Straits a senior, paramount security interest and lien upon all monies, securities, negotiable instruments, open positions in Commodity Interests and all receipts or other documents representing underlying commodities, including without limitation warehouse receipts, and all commodities represented by such receipts or other documents or other property now or at any future time held in Customer's account or which may be in Straits' possession for any purpose, including without limitation safekeeping, to secure payment of all obligations of Customer to Straits under this Agreement. Straits may at any time, in its sole and absolute discretion, liquidate any of the above-mentioned items in order to satisfy any margin or account deficiencies including but not limited to debit balances and may transfer the property or assets to the general ledger account of Straits or pledge, transfer or lend such items, all without liability on the part of Straits to Customer or any third party. Customer also grants a security interest to Straits on all proceeds which now or at any time may come into the Customer's account. Customer agrees to execute any and all documents including without limitation Uniform Commercial Code financing statements, deemed necessary or advisable by Straits to evidence or perfect such security interest.

In addition to other rights set forth in this Agreement, without advance notice to Customer, Straits shall also have full authority to set off all property and assets and Commodity Interests held by Straits for Customer or Customer's account against any and all claims which Straits may have against Customer. In addition, Customer hereby authorizes Straits at any time and from time to time, without prior notice to Customer, to transfer from any account of Customer maintained at Straits or at any exchange member through which Straits clears customer transactions, such excess funds, securities, Commodity Interests, and other property of Customer as in Straits' sole discretion may be required for margin in any other such account or to reduce or satisfy any debit balances in any other account provided such transfer complies with Applicable Law.

10. Deliveries.

Prior to the first notice day in the case of long positions in futures or forward contracts and prior to the last trading day in the case of short positions in futures or forward contracts, Customer agrees either to give Straits instructions to liquidate or make or take delivery under such futures or forward contracts. Customer understands and acknowledges that additional risks exist when participating in the delivery process. As such, Customer agrees to deposit such additional funds as Straits requires and provide any documents Straits deems necessary including, but not limited to, proof of ability to accept or make delivery. Straits may require Customer to maintain 100% of the underlying cash value of a contract prior to first notice day or expiration day. Should such margin or documentation not be timely received, Straits may exercise its right to liquidate such positions in such contracts. Any such liquidation shall be performed at Straits' sole discretion.

If at any time Customer shall be unable to deliver to Straits any security, commodity or other property previously sold by Straits on Customer's behalf, Customer authorizes Straits, in Straits' sole discretion, to borrow or buy and deliver the same, all at Customer's expense. In the event Straits takes delivery of any security, other property or commodity for Customer's account, Customer agrees to indemnify and hold Straits harmless from and against any loss it may suffer resulting, directly or indirectly, from any decline in value of said security, commodity or other property.

11. Options.

CUSTOMER WILL NOT PURCHASE A PUT OR CALL UNLESS CUSTOMER IS ABLE TO SUSTAIN THE TOTAL LOSS OF THE PREMIUM AND RELATED TRANSACTION COSTS. CUSTOMER WILL NOT SELL (WRITE) A CALL

OR PUT OPTION UNLESS CUSTOMER EITHER HAS AN OFF-SETTING POSITION IN THE UNDERLYING FUTURES CONTRACT OR IS ABLE TO WITHSTAND SUBSTANTIAL FINANCIAL LOSSES. Customer agrees that Customer is fully responsible for taking action to exercise an option contract. Straits shall not be required to take any action with respect to an option contract, including without limitation any action to exercise a valuable option prior to its expiration date, except upon express instructions from Customer. In this connection, Customer understands that exchanges have established exercise cut off times for the tender of exercise instructions, and that Customer's options may become worthless in the event that Customer does not provide instructions promptly. Customer also understands that some exchanges may automatically exercise long in the money options pursuant to the regulations of such exchange.

Customer further understands and agrees that Straits' cut-off times may differ from the times established by the exchanges, and hereby agrees to waive any and all claims for damage or loss which might arise out of an option not being exercised. Straits is not responsible for providing information regarding option expiration dates and assignment notification. Additionally, Straits is not responsible for any errors or omissions regarding such information.

Customer understands that short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned. Notices of assignment are allocated on a random basis among all customers' short option positions which are subject to exercise. Straits may charge commissions and fees on options exercised as well as upon expiration of an option.

12. Market Information.

Customer acknowledges that any market recommendations or information communicated to Customer does not constitute an offer to sell or the solicitation of an offer to buy any Commodity Interests. Straits makes no representation, warranty, or guarantee as to, and shall not be responsible for the accuracy or completeness of, any information or trading recommendations furnished to Customer. Customer understands that Straits and/or the IB, if applicable, may have a position in and may intend to buy or sell Commodity Interests which are the subject of market recommendations furnished to Customer, and that the market position of Straits and/or the IB may or may not be consistent with the recommendations furnished to Customer by Straits and/or the IB.

13. Reporting and Position Limits.

Customer shall comply with all reporting requirements and position limits established by Applicable Law and by Straits. Customer agrees that Straits, in its sole discretion, may establish trading limits for Customer's account and may limit the number of open positions (net or gross), which Customer may execute, clear, and/or carry. Customer agrees (i) not to exceed such limits, (ii) that Customer will reduce positions upon Straits' demand, (iii) that Straits may refuse to accept orders or establish new positions, and (iv) that Straits may place an account on liquidation-only. Straits may impose and enforce such limits, reduction, or refusal whether or not it is required by Applicable Law. Approval of hedge margins does not exempt an account from speculative position limits. To be exempt from such limits, Customer shall file a request for and receive written approval of such hedge exemption from the CFTC or any other applicable regulatory authority and provide a copy of the approval to Straits. In addition, Customer agrees to immediately notify Straits if Customer is required to file position reports with any regulatory or exchange or if Customer is required to reduce positions by notice (directly or indirectly) from any regulator or exchange and agrees to provide Straits with copies of such reports or notices.

14. Exchanges.

Unless otherwise specified, Straits is authorized to execute such orders upon any exchange or other place which may be deemed by Straits, in its sole discretion, to be reasonable or desirable.

15. Account Liquidation.

In the event (a) of Customer's death or, in the case of a joint account, the death of the last survivor thereof; (b) of a decision to dissolve and/or liquidate by a corporate Customer, which decision shall be immediately communicated to Straits; (c) of the filing of a bankruptcy petition by or against Customer; (d) of the institution of any other insolvency proceeding

by or against Customer; (e) of the appointment of a receiver for Customer or for any of the assets of Customer; (f) an attachment is levied against Customer's account; (g) a notice of levy with respect to Customer's account is served on Straits by any taxing authority; (h) Customer fails to timely meet any margin calls; (i) information provided by Customer is found to be false or incomplete; or (j) Straits, for any reason whatsoever, deems itself reasonably insecure or if otherwise necessary for Straits' reasonable protection, then Straits is hereby authorized, in its sole discretion, to liquidate any or all of the Commodity Interests or other property of Customer or cancel any outstanding orders, in order to close out any commitment made on behalf of Customer, all without any liability to Straits.

Further, Straits may, at its option, cause an existing position of Customer to be "spread" against a new position in the event Straits determines the existing position cannot be satisfactorily liquidated because the market is up or down the limit or due to other market conditions or considerations.

Customer further agrees that Straits may cause Customer's IB or commodity trading advisor or other third party, without notice or demand to Customer, to close out Customer's open positions in whole or in part, manually or by automated means.

Straits' actions described above may be made without prior notice to Customer or Customer's heirs, administrators, legal representatives or assigns, and regardless of whether the account is owned solely by Customer or held jointly with others. Notwithstanding which action, if any, is taken by Straits, Customer shall remain liable for any remaining deficiency.

16. Introducing Broker (IB) As Third Party Beneficiary.

Customer hereby agrees that any IB who introduced Customer's account to Straits shall be a third-party beneficiary of this Agreement and therefore the obligations of Customer under the Agreement as they relate to Straits or IB shall be directly enforceable by IB against Customer.

17. Reports & Notices.

Customer agrees to be aware of Customer's transactions, account status, open positions, and other account activity. Should inaccuracies or discrepancies appear on Customer's account statements, confirmation statements, margin calls, or other notices. Customer shall IMMEDIATELY notify Straits Compliance Department of the problem in writing via facsimile to (312) 461-1003 or e-mail to compliance@straitfinancial.com. FAILURE TO NOTIFY STRAITS IMMEDIATELY CONSTITUTES CUSTOMER'S ACCEPTANCE AND RATIFICATION OF ALL TRANSACTIONS FOR CUSTOMER'S PROFIT OR LOSS. Customer understands and acknowledges that any reports or other account data provided by any person or entity other than Straits (e.g. IBs and Commodity Trading Advisors) may be inaccurate or incomplete.

18. Online/Electronic Trading.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED, REVIEWED AND UNDERSTANDS STRAITS' ELECTRONIC TRADING AND ORDER ROUTING DISCLOSURE STATEMENT. Customer acknowledges all information received and orders placed through Straits' electronic or online systems (hereinafter "**System**") are at Customer's sole risk. Customer understands that orders which are sent directly to the trading floor may not be first reviewed by Straits' order desk (or third party order desk). Errors made in the transmission of any order are the sole responsibility of Customer to identify and rectify. Customer acknowledges that there may be position limits set per commodity on the maximum number of contracts on an order.

Customer agrees that Straits is not responsible for any delay or failure to provide online or electronic service through the System or otherwise. Customer further agrees that Straits may terminate Customer's access to the System, or any portion thereof, or, place restrictions upon Customer's trading account or access to the System, at any time.

Customer agrees to IMMEDIATELY notify Straits Compliance Department via facsimile at (312) 461-1003 or email at compliance@straitfinancial.com, of any loss or theft of Customer's login credentials for access to the System. Customer further agrees to IMMEDIATELY notify Straits of any inaccurate account information in any report Customer receives while accessing the System.

Customer agrees Straits shall not be liable for any technical problems or other conditions that may delay or prevent Customer from entering or canceling an order on the System, any technical problems, System failures and malfunctions, communication line failures, equipment or software failures and malfunctions, System access issues, System capacity issues, high Internet traffic demand or other internet related problems, security breaches, theft of Customer's login credentials and other unauthorized access, and any other similar telecommunication problems and defects, as well as severe weather, earthquakes, floods and strikes or other labor problems in connection with the use or attempted use of the System.

Straits does not represent or warrant that (a) Customer will be able to access or use the System at all times or locations, or that Straits will have adequate capacity for the System as a whole or in any particular geographic location, (b) the System will be error free, or (c) the System will be free from infection, viruses, worms, Trojan horses or other software code that has destructive properties. Straits Parties shall not be liable to Customer for any loss, cost, damage or other injury, whether in contract or in tort, arising out of or caused in whole or in part by Straits' or Customer's use of, or reliance on, the System or its content. Straits shall also have the right to suspend service and deny access to the System without prior notice to Customer during scheduled or unscheduled System maintenance, upgrading, or repair, or due to Customer's mis-use of the System or other reason within Straits' sole discretion.

Customer acknowledges that certain information available on the System may be provided by Straits or by third party data and software providers ("**Information Providers**"). Customer agrees that Straits shall have no liability for the inaccuracy, incompleteness and lack of timeliness of any information concerning Customer's trading and account activity, market quotes, news, charts, and any other information that may be provided from time to time through the System by any Information Providers.

19. Customer Representations.

Customer represents, warrants and covenants that: (a) all of the information provided by Customer in connection with this Agreement is true, correct and complete as of the date hereof, (b) Customer will promptly notify Straits of any changes to Customer's information, (c) trading in Commodity Interests is authorized by Customer and does not contravene Applicable Law, judgments, orders, or agreements to which Customer is bound or subject, (d) if Customer is a legally cognizable entity such as, without limitation, a corporation, limited liability company, or partnership, it is duly formed and, organized and in good standing under the laws of the state in which it is organized and every state in which it does business, (e) the actions of the authorized person designated on the Customer Agreement to act for Customer have been authorized by all necessary or appropriate action if applicable, (f) neither Customer nor any of its principals has ever been suspended or barred from trading by the CFTC or any self-regulatory organization or exchange. Customer shall notify Straits of any change in such status within two business days of any such change, and (g) Customer shall not commence any Claim against Straits until any deficit balance in Customer's account is satisfied.

20. Verification.

Customer authorizes Straits to contact banks, financial institutions and credit agencies as Straits shall deem appropriate from time to time to conduct a credit check of Customer or for any other purpose in furtherance of this Agreement.

21. Conversion Rate Risk.

Customer acknowledges and agrees that if Customer trades in Commodity Interests on foreign exchanges and such trades are effected in a foreign currency that (a) any profit or loss arising as a result of a fluctuation in the rate of exchange affecting such currency will be entirely for Customer's account and risk, and (b) Straits has the sole discretion to convert funds in Customer's account into and from such foreign currency at a rate of exchange determined by Straits as it deems necessary and proper.

22. Telephone Recording.

Customer acknowledges, authorizes and consents to the recording of Customer's telephone conversations with Straits and any IBs by means of electronic recording devices with or without the use of an automatic tone

warning device. Customer waives any objection to the admissibility into evidence of such recording in any proceeding between Customer and Straits or in any other proceeding to which Straits is a party or in which Straits' records are subpoenaed or demanded for production by a regulator or any authorized government agency.

23. Joint Account.

If this is a joint account, Customers agree, jointly and severally, that this Agreement and all representations, warranties and covenants of Customer in this Agreement are made jointly and severally by each Customer. Each of the Customers has the authority to act on behalf of the joint account as if that Customer alone were interested therein, all without notice to the others having an interest in the account, including but not limited to conferral or revocation of authority hereunder. All property of any one or more of the Customers held or carried by Straits shall be as collateral security and with a general lien thereon for the payment of debits, losses or expenses incurred in the joint account and vice versa, however arising. A joint account can be opened as "Tenants In Common" or "with right of survivorship." "Tenants In Common" means that upon receiving notice of the death of any of the Customers Straits will divide the joint account into separate equal accounts in each of the Customer's respective names. "With right of survivorship" means that upon receiving notice of the death of any of the Customers, the survivor(s) shall thereafter be vested with this entire joint account. If this is a joint account but not designated as either "tenants in common" or "with right of survivorship" the accounts shall be deemed to be held "with right of survivorship."

24. Lending Agreement.

Customer acknowledges that in the event Customer takes delivery of Commodity Interests, Straits may make full payment for the delivery on limited notice. If the available balance in Customer's account is not adequate to pay for the delivery, the warehouse receipts (representing the delivery) will become property carried on margin in Customer's account, since they are not fully paid for by Customer. Straits is hereby authorized and may, but is not required to, use the warehouse receipts as collateral for a bank loan. The proceeds of which will be used to pay for the warehouse receipts until re-delivery of the Commodity Interests and/or payment in full by Customer. Customer hereby authorizes Straits from time to time to lend, separately or together with the property of others, either to itself or to others, any property which Straits may be carrying for Customer on margin. This authorization shall apply to all accounts carried by Straits for Customer and shall remain in full force until written notice of revocation is actually received by Straits.

25. Repurchase Agreements.

With respect to United States Treasury Bills or other securities Customer may deposit as margin with Straits, Customer authorizes Straits to enter into purchase arrangements with banks and other financial institutions which recognize both the proceeds of the sale and Customer's repurchase rights as Customer assets that must be kept segregated by Straits pursuant to Applicable Law.

26. No Guaranty of Profits.

Customer acknowledges that Customer has no separate agreement with Straits or any IB regarding the trading in Customer's account, including any agreement to guarantee profits or limit losses in Customer's account. Customer agrees to IMMEDIATELY notify Straits' Compliance Officer in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's account which differ from any confirmations or trading statements Customer receives from Straits must be brought to the attention of Straits' Compliance Department immediately in writing via facsimile to (312) 461-1003 or e-mail to compliance@straitfinancial.com and shall only be considered received upon written confirmation of receipt by Straits Compliance. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has properly delegated trading discretion to another party in accordance with Applicable Law.

27. LIMITATIONS OF LIABILITY; LIMITATIONS PERIOD; LEGAL FEES.

NO INDIRECT DAMAGES. CUSTOMER HEREBY AGREES THAT IN NO EVENT SHALL STRAITS HAVE ANY LIABILITY TO CUSTOMER OR TO

ANY THIRD PARTY WHATSOEVER, WHETHER IN TORT, CONTRACT, UNDER APPLICABLE LAW OR OTHERWISE, FOR DAMAGES WHICH ARE PUNITIVE, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL INCLUDING WITHOUT LIMITATION CLAIMS FOR LOST PROFITS OR LOST OPPORTUNITIES, EVEN IF STRAITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION ON DIRECT DAMAGES. CUSTOMER HEREBY AGREES THAT STRAITS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR DIRECT DAMAGES OF ANY KIND UNLESS STRAITS COMMITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. MOREOVER, STRAITS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY, BY ANY EVENTS, ACTIONS OR OMISSIONS BEYOND THE CONTROL OF STRAITS, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY DELAYS OR INACCURACIES IN THE TRANSMISSION OF ORDERS OR OTHER INFORMATION DUE TO A BREAKDOWN IN OR FAILURE OF ANY TRANSMISSION OR COMMUNICATION FACILITIES.

CAP ON DIRECT DAMAGES FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. CUSTOMER HEREBY AGREES THAT DIRECT DAMAGES FOR CLAIMS AGAINST STRAITS ARISING OUT OF STRAITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT SHALL BE LIMITED TO A MAXIMUM RECOVERY OF THE GREATER OF (A) FIFTY THOUSAND U.S. DOLLARS (US\$50,000) AND (B) THE AMOUNT OF COMMISSIONS PAID BY CUSTOMER TO STRAITS IN CONNECTION WITH THE ACCOUNT AT ISSUE OVER THE NINETY DAY PERIOD PRECEDING THE DAY ON WHICH CUSTOMER'S ALLEGED CLAIM AGAINST STRAITS AROSE.

ONE YEAR LIMITATIONS PERIOD. CUSTOMER HEREBY AGREES THAT ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT MUST BE BROUGHT, IF AT ALL, WITHIN ONE YEAR OF THE DATE OF THE ACTION OR OMISSION GIVING RISE TO THE ALLEGED CLAIM.

LEGAL FEES. IN THE EVENT (A) CUSTOMER INSTITUTES ANY CLAIM AGAINST STRAITS PARTIES, AND STRAITS PARTIES ARE SUCCESSFUL, IN WHOLE OR IN MATERIAL PART, IN DEFENDING SUCH CLAIM OR (B) STRAITS PARTIES BRINGS A CLAIM AGAINST CUSTOMER TO ENFORCE STRAITS PARTIES' RIGHTS UNDER THIS AGREEMENT AND STRAITS PARTIES ARE SUCCESSFUL, IN WHOLE OR IN MATERIAL PART, IN PURSUING SUCH CLAIM, THEN IN ADDITION TO ANY OTHER AMOUNTS PAYABLE TO STRAITS PARTIES, CUSTOMER SHALL REIMBURSE STRAITS PARTIES FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY STRAITS PARTIES IN SUCH PROCEEDING.

28. Acknowledgement by Customers of IBs and Commodity Trading Advisors.

If Customer's account has been introduced to Straits by an IB, Customer acknowledges and understands that (a) the IB is authorized to accept only funds that are payable to Straits and no other funds, (b) the IB is not controlled by Straits, (c) supervision and control of activity in Customer's account rests with the IB subject to Applicable Law, and (d) commissions charged to Customer are established by the IB.

If Customer has granted a power of attorney or letter of direction to a third party, Customer acknowledges and understands that trading in Customer's account will be permitted without Customer's specific authorization for each trade.

29. Binding Effect.

This Agreement shall inure to the benefit of Straits, its successors and assigns and shall be binding upon Customer and Customer's personal representatives, executors, trustees, administrators, and permitted assigns.

30. Electronic Signatures.

Straits may, at its sole discretion, accept electronic signatures. As such, any signatures on documents signed and transmitted by facsimile or electronic mail (e-mail or other electronic means) may be accepted as original documents. Customer agrees not to raise use of an electronic signature as a defense to the enforcement of this Agreement.

31. Amendments.

This Agreement shall only be amended or modified in a written instrument signed by an authorized officer of Straits. Straits may unilaterally amend this Agreement by providing at least seven days advance notice to Customer. Customer agrees to, and accepts any amendments made by Straits and delivered to Customer unless Customer informs Straits of Customer's non-acceptance of the amendments within seven days of receipt.

32. Assignment.

This Agreement is not assignable by Customer. Subject to Applicable Law, Straits may assign this Agreement without Customer's prior consent.

33. Notice.

All communications, reports, statements, monies, securities, negotiable instruments, and other property shall be mailed or otherwise transmitted to Customer at Customer's account mailing address as shown on the Agreement or to such other address as may have been designated in writing, and all communications so sent shall be deemed received by Customer personally at the time so sent whether actually received or not.

34. Jurisdiction & Waiver of Jury Trial.

Customer hereby acknowledges and agrees that this Agreement is deemed made in the State of Illinois. Subject to the terms of any applicable arbitration agreement between Customer and Straits, Customer hereby submits and consents to the exclusive jurisdiction of the state and federal courts located within Chicago, Illinois. **CUSTOMER HEREBY WAIVES TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.** If Customer has agreed that any controversy arising out of this Agreement shall be arbitrated, Customer agrees the arbitration shall be conducted in Chicago, Illinois.

35. Customer Funds Held Outside the US.

By depositing funds directly into a Straits Customer Segregated or Customer Secured bank account held outside of the United States, Customer acknowledges and authorizes that Customer funds may be held at such depository within such non-U.S. country.

36. Bunched Orders; Average Pricing.

Customer consents to having its discretionary orders bunched for execution with discretionary orders of other customers. Customer further consents to having its trade executions average priced with the trade executions of the other orders included in the bunched order. Customer understands the average price may not be the actual execution price.

THE UNDERSIGNED CUSTOMER HAS REVIEWED AND HEREBY AGREES TO THE TERMS OF THIS CUSTOMER AGREEMENT.

All account holders must sign.

Signature 1
X

Signature 2
X

Print Name

Print Name

Title (if applicable)

Date

Title (if applicable)

Date

ACCOUNT TRANSFER REQUEST

TRANSFER ACCOUNT FROM

Name Telephone #

Address

CUSTOMER INFORMATION

Account Title Telephone #

Address

Account #(s) Account Executive or Introducing Broker

If transfer is only partial, please indicate details:

I / WE HEREBY REQUEST THAT YOU CANCEL ANY PENDING OPEN ORDERS AND TRANSFER IMMEDIATELY ALL OF THE CASH BALANCES, OPEN POSITIONS, MARGIN DEPOSITS, TREASURY BILLS AND/OR ANY OTHER COLLATERAL IN MY (OUR) ACCOUNTS TO:

STRAITS FINANCIAL LLC - 311 S. Wacker Drive, SUITE 980, CHICAGO, IL 60606

If joint account or general partnership, all persons must sign. If this is a limited partnership account, the general or managing partner must sign. If an LLC, managing member(s)/members must sign. Authorized officer(s) for a corporation.

Signature 1

X

Print Name

Title (if applicable) Date

Signature 2

X

Print Name

Title (if applicable) Date

PLEASE PROVIDE A CURRENT STATEMENT FROM TRANSFERRING FCM.

RELATED ACCOUNT AUTHORIZATION

The undersigned ("Customer") hereby authorizes and directs Straits Financial LLC ("Straits") to open a new account using all existing account documentation including but not limited to agreements and risk disclosure acknowledgements, maintained and existing on file with Straits as well as any amendments made to such documents. Customer hereby acknowledges the receipt and sufficiency of consideration in exchange for Straits' agreement to open this new account. Customer accepts and agrees to be obligated to all of the representations and terms and conditions contained within the existing account documentation (if applicable, as amended), customer agreement, and other agreement, including personal guarantees, or acknowledgement of receipt of risk disclosures previously agreed to with Straits or which are herein incorporated by reference. Customer further represents that any additional account opened pursuant to this authorization is identical in all respects to Customer's existing account, except as otherwise disclosed to Straits in writing, and further represents that there have been no material changes in Customer's personal information or financial condition as previously disclosed in prior account documentation. Customer acknowledges that his/her separate accounts will not contain long positions in one account and offsetting short positions in another account unless such accounts are independently traded or unless one account is a Speculative Account and the other is a Hedge Account. In any event, Customer understands that positions in separate accounts cannot be transferred from one account to another account if such transfer would result in an offsetting transaction.

Account Title _____ Reason for Additional Account _____

Existing Account # _____ New Account # _____

Does the new account grant Power of Attorney to a third party? Yes No
 If Yes, the name of the POA? _____

All account holders must sign.

Signature 1

 X

Signature 2

 X

Print Name _____

Print Name _____

Title (if applicable) _____ Date _____

Title (if applicable) _____ Date _____

HEDGE AGREEMENT

Unless specified in writing to the contrary, Customer represents, warrants and covenants that all orders and transactions for the purchase or sale of any of the following commodities, commodity futures, and option contracts for Customer's account are "hedging" transactions and positions as defined in Commodity Futures Trading Commission Regulation 1.3(z), as that regulation currently exists and as it may hereafter be amended. These transactions are not for speculation.

Customer represents and warrants to Straits that Customer is familiar with all laws, rules and regulations concerning hedging. Customer understands that this hedge agreement must be terminated, if at all, in writing. CFTC Regulations require that Straits provide an opportunity for Customer to specify when entering into its first hedging transaction whether, in the event of Strait's insolvency, the Customer prefers that open commodity contracts held in a hedging account be liquidated by the trustee. Thus, Customer must indicate below Customer's preference if such an unlikely event were to occur.

Customer prefers that, in the unlikely event of Straits' insolvency, the trustee:
(check one)

- Attempts to contact the undersigned for instructions as to the disposition of the open contracts in the indicated hedge account
- Liquidates open commodity contracts in the undersigned's hedge account without seeking instructions.

Commodities to be traded in this account for bona fide hedging purposes only, include (list all that apply):

Commodity	Economic Justification
_____	_____
_____	_____
_____	_____

All account holders must sign.

Signature 1

X

Print Name

Title (if applicable) Date

Signature 2

X

Print Name

Title (if applicable) Date

DISCLOSURE BOOKLET ACKNOWLEDGEMENT

Read through the Straits Financial LLC Disclosure Booklet and acknowledge all disclosure statements by initialing the corresponding boxes and signing below. Please retain a copy of the disclosure booklet and this acknowledgement for your records.

DISCLOSURE BOOKLET TABLE OF CONTENTS

<input type="checkbox"/>	Risk Disclosure Statement For Futures and Options	page 2
<input type="checkbox"/>	Disclosure of Futures Commission Merchant Material Conflicts of Interest	page 4
<input type="checkbox"/>	Disclosure Statement For Non-Cash Margin	page 4
<input type="checkbox"/>	Electronic Trading and Order Routing Systems Disclosures	page 5
<input type="checkbox"/>	Futures Cross Trade Consent	page 5
<input type="checkbox"/>	Foreign Trader Disclosure Statement	page 6
<input type="checkbox"/>	Position Limit and Large Open Position Reporting Requirements For Options And Futures Traded On Hong Kong Exchanges	page 7
<input type="checkbox"/>	Notice to Customers: Exchange For Related Positions	page 8
<input type="checkbox"/>	Standards of Market Conduct Guidelines	page 9
<input type="checkbox"/>	Foreign Board Of Trade Agreement for US Customers	page 10
<input type="checkbox"/>	Singapore Client Disclosure (Does not apply to US customers)	page 10
<input type="checkbox"/>	NFA Investor Advisory - Futures on Virtual Currencies Including Bitcoin	page 11
<input type="checkbox"/>	Customer Advisory: Understand the Risks of Virtual Currency Trading	page 12
<input type="checkbox"/>	General Data Protection Regulation (GDPR) Privacy Notice	page 13
<input type="checkbox"/>	Negative Contract Prices Risk Disclosure	page 17
<input type="checkbox"/>	Privacy Policy	page 18

CUSTOMER ACKNOWLEDGEMENT

The undersigned Customer acknowledges and accepts the above initialed disclosure statements.

All account holders must sign

<p>Signature 1</p> <p>X</p>

Print Name

Title (if applicable) Date

<p>Signature 2</p> <p>X</p>

Print Name

Title (if applicable) Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form 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 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; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



PRIVACY POLICY

Kooima Kooima Varilek Trading Inc. believes in respecting the privacy and security of your personal information. Please read this Privacy Policy carefully.

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.

Collection of Information

We collect non-public information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, federal tax identification number, income, assets, and similar information.
- Information about your transactions with us, our affiliates or others, such as your account balance, transaction history and payment activity.
- Information we receive from a consumer reporting agency, such as credit relationships and credit history.

Additionally, we do not collect and store any personal information about any visitors to our website via the use of cookies. We do however collect general site traffic information such as visitor, time of day, day of week, browser, city, state, paths taken through our site, and search engines used to find our site.

Information Sharing with Non-affiliated Third Parties as Permitted by Law

We are permitted by law to share all the information we collect, as described above, with (1) companies that perform marketing services on our behalf and (2) other third parties that assist us with preparing and processing orders and statements.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that are designed to protect your non-public information.

Should you have any questions or concerns about the privacy of your information or how we use this information, please contact your account representative.

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