

Straits Financial



**ACCOUNT APPLICATION FOR:
CORPORATE OR LIMITED
LIABILITY COMPANY**



June 2019

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	page 2
Customer Agreement	page 7
Company Certificate of Resolution*	page 12

U.S. Federal regulations require all non-US authorized traders, non-US applicant signers, and non-US beneficial owners 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.

* Corporate Applicants must also supply Articles of Incorporation and/or other formation documents. LLC Applicants must also supply Articles of Organization and Operating Agreement.

SECTION 2

Complete If Applicable Or Required By Straits Financial LLC

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

SECTION 3

Acknowledge Applicable Disclosures and Sign

Disclosure Booklet Signature Page	page 19
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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 20

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

- IRS Form W-8BENE page 26

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.

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

Account Transfer: If you are transferring your account from another firm to Straits Financial LLC, please read and sign the Account Transfer Request form on page 13.

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:

Straits Financial LLC
425 S. Financial Place, Suite 3990
Chicago, IL 60605, USA

Or

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

email at accounts@straitfinancial.com or
fax at +1 312.461.1003

CORPORATE AND LIMITED LIABILITY COMPANY

Account Rep	
Office Code	Sales Code

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

Name of Corporation/LLC _____ Nature of Business (please describe) _____

Registered Principal Office Address

Street _____

Account Designation Hedge Speculative

City _____ State _____ Zip _____ Country _____

Telephone # _____ Fax # _____ E-mail _____ Website _____

Mailing Address if different from Principal Office

Street _____

City _____ State _____ Zip _____ Country _____

Telephone # _____ Fax # _____ E-mail _____ Website _____

Financial Information (please also submit current audited financials)

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:

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

a. Futures _____

Active

b. Options on Futures _____

1. _____

a. Foreign Exchange _____

2. _____

a. Securities/Bonds _____

3. _____

AUTHORIZED OWNER(S) INFORMATION

Owner Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____

Address	City	State
_____	_____	_____

Telephone #	Zip	Country
_____	_____	_____

Owner (2) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____

Address	City	State
_____	_____	_____

Telephone #	Zip	Country
_____	_____	_____

Owner (3) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____

Address	City	State
_____	_____	_____

Telephone #	Zip	Country
_____	_____	_____

Owner (4) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____

Address	City	State
_____	_____	_____

Telephone #	Zip	Country
_____	_____	_____

AUTHORIZED TRADER(S) INFORMATION

Authorized Trader Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____
Job Title		Employer Name	
_____		_____	

Authorized Trader (2) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____
Job Title		Employer Name	
_____		_____	

Authorized Trader (3) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____
Job Title		Employer Name	
_____		_____	

Authorized Trader (4) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____
Job Title		Employer Name	
_____		_____	

AUTHORIZED SIGNER(S) INFORMATION

Authorized Signer Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____

Authorized (2) Signer Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____

Authorized Signer (3) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____

Authorized Signer (4) Information

Full Name	Email	Date of Birth	SSN or Government ID
_____	_____	_____	_____
Address		City	State
_____		_____	_____
Telephone #		Zip	Country
_____		_____	_____

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 CORPORATION/LIMITED LIABILITY COMPANY 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 CORPORATION/LLC AGREES TO NOTIFY STRAITS FINANCIAL LLC IN THE EVENT THAT THE INFORMATION CONTAINED IN THIS APPLICATION FORM OR SEPARATELY PROVIDED HEREWITH CHANGES.

Signature 1

X

Signature 2

X

Print Name

Print Name

Title (if applicable) Date

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 its 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 debts, 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.

Signature 1

All account holders must sign.

X

Signature 2

X

Print Name

Print Name

Title (if applicable)

Date

Title (if applicable)

Date

CORPORATE/LIMITED LIABILITY COMPANY CERTIFICATE OF RESOLUTION

The undersigned hereby certify that the following resolution was duly adopted at a meeting of the Board of Directors or Managing Members or Managers of _____, a Corporation/Limited Liability Company organized and existing under the laws of the State of _____, (hereinafter referred to as the "Company"), held on _____, 20____, and that the said resolution has not been rescinded or modified:

RESOLVED, That the Company has full power and authority under its charter, by-laws, or operating agreement, as applicable, and the laws of its domicile to enter into transactions for, including without limitation buying and selling, Commodity Interests, as defined in the Customer Agreement between the Company and Straits Financial LLC ("Straits");

RESOLVED, that the Company shall open one or more trading accounts with Straits for the purpose of entering into Commodity Interests transactions;

RESOLVED that each of the following Officers/Members of the Company whose signatures we certify are true and genuine ("Authorized Officers"):

Name	Title	Signature
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

is hereby authorized and empowered:

- (a) To execute an Account Agreement and related documents binding the Company with regard to its trading or hedging accounts;
- (b) To buy and sell Commodity Interests;
- (c) To deposit into and withdraw from Straits money, securities and other property from the Company's account;
- (d) To receive and promptly comply with requests for additional margin, and any other notices from Straits whatsoever;
- (e) To immediately notify Straits of any errors or discrepancies in any trade confirmations or statements of account;
- (f) To enter into, if applicable, and execute on behalf of the Company a form of managed account authorization; and,
- (g) To take such other actions as may be necessary or desirable to carry out the intent of the foregoing and the satisfaction of each and every obligation of the Company in connection with the account and the Commodity Interests transactions effected herein.

RESOLVED, that each of the persons listed below was selected and will serve as the traders of the Company ("Authorized Traders"):

Name	Relationship to Company (Officer/Member/Employee)	Phone #	Email
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

and is hereby authorized and empowered to trade Commodity Interests for the account of the Company;

RESOLVED, that Straits is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by a duly authorized officer/manager or managing member, as applicable of the Company; and

RESOLVED, that any and all past transactions of any kind herein authorized, which may have been heretofore made on behalf of the Company through or with Straits be and hereby are ratified; and, the Company hereby agrees to indemnify, defend and hold Straits harmless from and against any loss (including without limitation reasonable legal fees and expenses) incurred by Straits based on reliance of the matters set forth herein.

IN WITNESS WHEREOF, we have subscribed our names to this Certificate on _____, 20____.

President or Managing Member or Manager (if an LLC)

✕

Secretary or Managing Member or Manager (if an LLC)

✕

Print Name _____ Print Name _____

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 - 425 S. FINANCIAL PLACE, SUITE 3990, CHICAGO, IL 60605

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 TRANSFERING 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 _____

PERSONAL GUARANTEE

GUARANTOR'S INFORMATION

Full Name

Address

City	State	Zip	Country if not U.S.A.
------	-------	-----	-----------------------

Date of Birth	Social Security #	Telephone #	E-Mail
---------------	-------------------	-------------	--------

Employer	Work Telephone #
----------	------------------

Employer Address	Occupation
------------------	------------

City	State	Zip	Country if not U.S.A.
------	-------	-----	-----------------------

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. _____ Active
- 2. _____
- 3. _____

Annual Income	Liquid Assets	Net Worth (Excluding Home)
---------------	---------------	----------------------------

In order to induce Straits Financial LLC ("Straits") to enter into the Customer Agreement, to which this Personal Guarantee is attached, with _____, referred to therein as Customer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby, jointly and severally in the case of multiple guarantors, personally guarantee the prompt, full and complete performance of any and all of the duties and obligations of Customer and the payment of any and all damages, costs and expenses (including without limitation reasonable attorneys fees and expenses) which may become recoverable by Straits from Customer. This Personal Guarantee shall remain in full force and effect until the termination of the Customer Agreement and the satisfaction of all of Customer's obligations thereunder; provided, however, that the undersigned shall not be released from the undersigned's obligations hereunder so long as any claim of Straits against Customer which claim arises out of or relates to, directly or indirectly, said Customer Agreement is not settled or discharged in full. All monies, securities, negotiable instruments, open positions in Commodity Interests (as defined in the Customer Agreement) or other property now or at any future time that are on deposit with Straits in Guarantor's account, for any purpose, including safekeeping, are hereby pledged to Straits and shall be subject to a security interest in Straits' favor for the discharge of all Guarantor's obligations to Straits. The undersigned hereby expressly waives notice of acceptance hereof, and of non-performance, in any respect, by Customer of any of its duties or obligations, as aforesaid.

This Personal Guarantee shall inure to the benefit of Straits, its successors and assigns, and shall be binding on the undersigned, and the undersigned's heirs, administrators, legal representatives and assigns.

Signature 1

✕

Signature 2

✕

Print Name	Date
------------	------

Print Name	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

MANAGED ACCOUNT AUTHORIZATION / POWER OF ATTORNEY	(SECTION A)
AUTHORIZATION TO REMIT FUNDS	(SECTION B)
MANAGED ACCOUNT CONTROLLER STATEMENT	(SECTION C)
CUSTOMER ACKNOWLEDGEMENT	(SECTION D)

MANAGED ACCOUNT AUTHORIZATION / POWER OF ATTORNEY (SECTION A)

The undersigned hereby appoints _____ to act as the undersigned's agent and attorney-in-fact (the "Controller") to buy, sell (including short sales and liquidations) and otherwise deal in Commodities, as that term is defined in the Customer Agreement between the undersigned and Straits (as "Straits" is defined in the Customer Agreement), on margin or otherwise all in the Controller's sole discretion for the benefit or detriment of the undersigned's account and at the undersigned's sole.

Straits is hereby authorized to follow the instructions of the Controller concerning the undersigned's account with Straits and the Controller is hereby authorized to act for the undersigned and on the undersigned's behalf in the same manner and with the same force and effects as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions heretofore or hereafter made by the Controller for the undersigned's account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Straits may have under the Customer Agreement or any other agreement or agreements between Straits and the undersigned. This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to and actually received by Straits via e-mail to accounts@straitfinancial.com. Such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

The undersigned acknowledges and understands that Straits is in no way responsible for any loss to the undersigned occasioned by the actions of the Controller and that Straits does not expressly or impliedly endorse the trading or operating methods of the Controller.

All account holders must sign.

Signature 1
X

Print Name

Title (if applicable)

Date

Signature 2
X

Print Name

Title (if applicable)

Date

AUTHORIZATION TO REMIT FUNDS (SECTION B)

Customer must sign below if Customer authorizes Controller to receive fee payments from Customer's account.

The undersigned hereby authorizes Straits to remit funds from the undersigned's account upon the written presentation and demand of the undersigned's Controller. The undersigned agrees that Straits shall not be responsible for verification of the accuracy of any invoice or demand by the Controller.

Notwithstanding anything in this authorization to the contrary, Straits shall have the right to refuse payment of an invoice or other written demand for payment of the Controller for any reason including without limitation if Straits determines in its sole discretion that payment of such an invoice or compliance with such a demand would affect proper margining requirements.

Signature 1
X

Print Name

Title (if applicable)

Date

Signature 2
X

Print Name

Title (if applicable)

Date

MANAGED ACCOUNT CONTROLLER STATEMENT (SECTION C)

If Customer's account is managed by a Controller, then Customer must provide a written statement from the Controller stating that it is properly registered to act as a Controller or explaining why the Controller is not required to be registered.

Controller's Name

Email


Address

City	State	Zip	Social Security # or Tax ID #
------	-------	-----	-------------------------------

Telephone #	Employer	Occupation	Relationship to Customer
-------------	----------	------------	--------------------------

Controller hereby represents and warrants to Straits that Controller has reviewed the registration requirements of the Commodity Exchange Act and regulations thereunder and the National Futures Association and (a) is properly registered as needed to act as the Controller, or (b) is exempt from registration for the following reason(s) below:

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

Managed Account Controller Signature 
--

Date

CUSTOMER ACKNOWLEDGEMENT (SECTION D)

The undersigned Customer acknowledges that the Controller is not registered as a commodity trading advisor and is not required to provide Customer with a disclosure document for the reason indicated above.

All account holders must sign

Signature 1 

Print Name

Title (if applicable)

Date

Signature 2 

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"/>	Privacy Policy	page 17

CUSTOMER ACKNOWLEDGEMENT

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

All account holders must sign

Signature 1

X

Print Name

Title (if applicable)

Date

Signature 2

X

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	<input type="checkbox"/> S Corporation
	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.	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Other (see instructions) ► _____	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.

Form **W-8BEN-E**
(Rev. July 2017)
Department of the Treasury
Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

OMB No. 1545-1621

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization
--	---

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust
<input type="checkbox"/> Estate	<input type="checkbox"/> Government	
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation
<input type="checkbox"/> International organization		

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.
<input type="checkbox"/> Participating FFI.	<input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
<input type="checkbox"/> Reporting Model 1 FFI.	<input type="checkbox"/> International organization. Complete Part XIV.
<input type="checkbox"/> Reporting Model 2 FFI.	<input type="checkbox"/> Exempt retirement plans. Complete Part XV.
<input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.	<input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.
<input type="checkbox"/> Sponsored FFI. Complete Part IV.	<input type="checkbox"/> Territory financial institution. Complete Part XVII.
<input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.	<input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.
<input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.	<input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.
<input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.	<input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
<input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.	<input type="checkbox"/> 501(c) organization. Complete Part XXI.
<input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.	<input type="checkbox"/> Nonprofit organization. Complete Part XXII.
<input type="checkbox"/> Owner-documented FFI. Complete Part X.	<input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
<input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.
	<input type="checkbox"/> Active NFFE. Complete Part XXV.
	<input type="checkbox"/> Passive NFFE. Complete Part XXVI.
	<input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.
	<input type="checkbox"/> Direct reporting NFFE.
	<input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.
	<input type="checkbox"/> Account that is not a financial account.

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
---	---------

7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
---	---------

8 U.S. taxpayer identification number (TIN), if required	9a GIIN	b Foreign TIN
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10 Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 7-2017)

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.
- Participating FFI. Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any) _____

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b** The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- Government Company that meets the ownership and base erosion test
- Tax exempt pension trust or pension fund Company that meets the derivative benefits test
- Other tax exempt organization Company with an item of income that meets active trade or business test
- Publicly traded corporation Favorable discretionary determination by the U.S. competent authority received
- Subsidiary of a publicly traded corporation Other (specify Article and paragraph): _____
- c** The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):
The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____
Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI

- 16** Name of sponsoring entity: _____
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
 - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26 I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ . The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27 I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI41 I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity: _____

43 I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.**Part XXIX Substantial U.S. Owners of Passive NFFE**

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

Sign Here ▶_____
Signature of individual authorized to sign for beneficial owner_____
Print Name_____
Date (MM-DD-YYYY)

I certify that I have the capacity to sign for the entity identified on line 1 of this form.

Straits Financial



Straits Financial LLC

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