



ADM Investor  
Services, Inc.

## CUSTOMER ACCOUNT APPLICATION



ADM Investor  
Services, Inc.

A registered CFTC Futures Commission Merchant

Office Code		Sales Code	
Account No.			

**For office use only**

- I approve the opening of this trading account.
- I approve the trading of Security Futures in this account AND I confirm that the customer has received the Security Futures Disclosure Statement

X

IB Signature/Designated Securities Futures Principal

Date

**ADM INVESTOR SERVICES INC. CUSTOMER ACCOUNT APPLICATION**  
**CORPORATE/LIMITED LIABILITY COMPANY (LLC) (Enclose Articles of Incorporation/LLC Agreement)**

Name			
State of Incorporation or Formation		Date of Incorporation or Formation	
Tax ID Number		Type of Business	
Attention			
Address(Principal Office)			
City		State	
Country		Postal Code	
Mailing Address (if different from Principal Office Address)			
City		State	
Country		Postal Code	
Phone Number		Fax Number	
E-mail Address			
Name of each Officer, Director, Employee or other party authorized to act with regard to this account			
1.		4.	
2.		5.	
3.		6.	
Credit Information <b>(Current financial statement required if Net Worth is greater than \$1 million)</b>			
Gross Revenue \$		Total Liabilities \$	
Annual Income \$		Net Worth \$	
Total Assets \$		Liquid Net Worth \$ (cash, securities, other)	
This information is hereby certified to be true and accurate as of the date hereof.			
Signature		Date	

Because ADM Investor Services, Inc. is responsible for the clearing of all of Customer's trades made through ADMIS, in effect, ADMIS is the initial guarantor to the Exchange clearing houses of any margin requirements which may be imposed on Customer's account. As such, ADMIS does not intend or undertake to use the following information for the purpose of limiting the Customer's Risk or to protect the Customer from Risk or unsuitable trading, but only for ADMIS's own business operations purposes. NFA rules require the person soliciting this account to obtain the following information. Failure to provide any of this information may result in ADMIS's refusal to accept the account of the Customer.

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, (Assistant) Secretary having the custody of the records of \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Corporation") DO HEREBY CERTIFY that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the following resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked and are in no way in conflict with any of the provisions of the charter or membership agreement of said Corporation;

- (1) RESOLVED: That each of the directors, officers, managers, employees and agents of this Corporation named below is hereby authorized to trade in commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or Exchange for Risk ("EFR") transactions (Collectively "Commodity Contracts") for present or future delivery for the account and risk of this Corporation through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:
  - (a) To buy, sell and agree to buy and sell Commodity Contracts for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
  - (b) To buy and to grant put and call options on Commodity Contracts, and to exercise options and all other activities in connection with options transactions;
  - (c) To deposit with and withdraw from said firm money, securities and other property for the purchase or sale of Commodity Contracts, including options on futures contracts;
  - (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
  - (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
  - (f) To execute documents binding the Corporation and to open one or more trading accounts;

I do further certify that the signature opposite each name listed below is the true and genuine signature of each person named:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

and it was further

- (2) RESOLVED: That any and all past transactions of any kind herein authorized, which may have been heretofore made on behalf of this Company through or with said firm of ADM Investor Services, Inc., be and hereby are ratified;

and it was further

- (3) RESOLVED: That ADM Investor Services, Inc. is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Secretary of this Corporation and under its seal.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Company this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL OF COMPANY TO BE AFFIXED HERE)

\_\_\_\_\_

(Assistant) Secretary  
Unexpired Government Issued Photo ID Required

**ADM INVESTOR SERVICES INC. CUSTOMER ACCOUNT APPLICATION  
ADDITIONAL INFORMATION**

Will this account be used for hedging purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do any of the owners of this account control the trading in any other ADMIS commodity account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the name(s) and account number(s):
Will this account be traded or managed by anyone else? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify trader and attach a copy of power of attorney:
Does any other person or entity have any financial interest in this account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify person(s) and state type of interest:
Are any owners of this account presently a Member on any Exchange? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, on which Exchange, type of Membership and the approximate date Membership became effective:
Are any owners of this account presently an AP of a CFTC Registrant? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list name and NFA ID # of the registrant:
Is the owner of this account a Futures Commission Merchant or Introducing Broker (as defined by the CFTC)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:

Transmit duplicate statements to (P.O Boxes are not acceptable except for rural addresses)			
Name			
Email Address			
If you do not supply an email address there will be a charge for each statement sent by mail.			
Mailing Address			
City		State	
Country		Postal Code	

Signature		Date	
Signature		Date	



## EXCHANGE FOR RELATED POSITIONS (VERSUS CASH) ACKNOWLEDGEMENT

An Exchange for Related Position (“EFRP”) transaction is governed by the rules and regulations of the exchange(s) listing the product. Before engaging in EFRPs, ADMIS customer (“customer”) and broker responsible for introducing the customer to ADMIS (“broker”) should carefully review the rules and regulations of the exchange(s) listing the product(s) the customer intends to trade.

### Definitions

**Exchange for Physical (“EFP”)** – A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding cash position.

**Exchange for Risk (“EFR”)** – A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding OTC swap or other OTC instrument.

**Exchange of Options for Options (“EOO”)** – A privately negotiated and simultaneous exchange of an Exchange option position for a corresponding OTC option position or other OTC instrument with similar characteristics.

For purposes of this document, an EFP, EFR or EOO shall be referred to as an EFRP.

### Parties to an EFRP

One party to the EFRP must be the buyer of (or the holder of the long market exposure associated with) the related position and the seller of the corresponding exchange contract. The other party to the EFRP must be the seller of (or the holder of the short market exposure associated with) the related position and the buyer of the corresponding Exchange contract.

### Independently Controlled Accounts

The opposing accounts to an EFRP transaction must be (a) independently controlled accounts with different beneficial ownership; (b) independently controlled accounts of separate legal entities with common beneficial ownership; or (c) independently controlled accounts of the same legal entity, provided that the account controllers operate in separate business units.

For EFRP transactions between accounts with common beneficial ownership, the parties to the trade must be able to demonstrate the independent control of the accounts and that the transaction had economic substance for each party to the trade.

### Related Positions

The related position must be the commodity underlying the exchange contract, or must be a derivative, by-product, or related product of such commodity that has a reasonable degree of price correlation to the commodity underlying the Exchange contract.

Each EFRP requires a bona-fide transfer of ownership of the underlying asset between the parties or a bona fide, legally binding contract between the parties consistent with relevant market conventions for the particular related position transaction.

### Document Retention and Production

The documentation for the related position must be prepared and executed at the time of the EFRP transaction. The documentation must then be retained by the parties to the EFRP for a minimum of five years pursuant to CFTC Regulation 1.35. All documents relevant to the related position leg of the EFRP trade, the exchange leg of the EFRP trade, and payments must be provided upon request. Communications (e.g., emails, instant messages) related to the trade negotiation and execution must also be retained and provided upon request. **It is the responsibility of all participants, including brokers and customers, to retain and produce all documentation for the trade immediately upon request.**

Relevant documents for the related position leg of the EFRP trade are those customarily generated in accordance with cash market and/or other relevant market practices. Examples include:

- Commercial Contract
- Cash Confirmation
- OTC Contract
- Signed Swap Agreement
- Transfer of Ownership of the related position transaction
- Invoices
- Warehouse Receipts
- Bills of Sale
- Order tickets, trade blotters, emails, instant messages, etc. related to the order placement, execution, and/or confirmation of the EFRP
- Proof of payment (e.g. canceled checks, bank statements, Fed wire confirms, Fixed Income Clearing Corporation documents, bills of lading, etc.)

**EXCHANGE FOR RELATED POSITIONS (VERSUS CASH) ACKNOWLEDGEMENT (continued)**

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

Joint Owner: \_\_\_\_\_

**Please check one:**

I hereby acknowledge that it is my responsibility to understand and comply with all EFRP rules of the exchange(s) on which EFRP contracts may be executed in my account(s). If I have any questions about the relevant rules and regulations I will not initiate any proposed EFRP transactions until I have discussed them with the ADMIS Compliance Department.

List the futures markets this account is participating in.

Identify the related cash or physical markets this account is participating in.

Is this account considered a commercial market participant (e.g. producer, merchant, dealers, and financial institution)?

Explain the commercial activity that supports the use of EFRPs in this account.

If this account will be doing Exchange for Risk (EFRs), list the OTC markets you are participating in.

or

**No EFRP transactions will be executed in my account(s) with ADMIS.** If this should change I understand that I need to notify the ADMIS Compliance Department and that I need to execute an updated EFRP Acknowledgement and submit it to the ADMIS Compliance Department.

The foregoing information is hereby certified to be true and accurate as of the date hereof.

X

SIGNATURE	
NAME, TITLE	
DATE	

X

SIGNATURE	
NAME, TITLE	
DATE	

## CUSTOMER AGREEMENT

In consideration of ADM Investor Services, Inc. ("ADMIS") opening and carrying one or more accounts (collectively, "Account") for the undersigned person(s) (individually or collectively, as applicable, "Customer"), and ADMIS acting as futures commission merchant ("FCM") for Customer in the execution and clearing of orders for the purchase or sale of commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or exchange for risk ("EFR") transactions (collectively "Commodity Contracts"), Customer enters into this Customer Account Agreement ("Agreement") with ADMIS as of the date executed by Customer below.

**1. Relationship and Acknowledgments.** Customer understands, acknowledges and confirms the following:

- (a) The purchase or sale of Commodity Contracts is speculative, involves a high degree of risk and is suitable only for persons who can assume the risk of loss in excess of their margin deposits or of their entire option premium. Customer understands that price changes in Commodity Contracts may result in significant losses, which losses, whether realized or unrealized, Customer would be responsible for and which may substantially exceed Customer's margin deposits and any other deposits Customer may make. Customer also acknowledges that Customer has received, has read and understands this Agreement and the accompanying risk disclosures.
- (b) ADMIS is authorized to execute and clear orders and transactions and carry positions for the Account, including orders, transactions and positions executed by or on behalf of third-party brokers, to act as counterparty to Commodity Contracts and to exercise commodity options for the Account in accordance with Customer's oral or written instructions. ADMIS shall have the right to refuse to accept any of Customer's orders. ADMIS shall also have the right to tape record all telephone conversations with Customer.
- (c) ADMIS or its affiliates may at times be the counterparty and act as principal in regard to any cash, forward, or foreign exchange transactions. Customer further understands and acknowledges that ADMIS may be the counterparty and receive revenue regarding such transactions through the difference between the bid and offer prices quoted or provided to Customer and through markups or markdowns on positions that ADMIS enters into with Customer or with other parties in connection with such positions. Furthermore, Customer acknowledges that ADMIS is not obligated to quote a price for any principal transaction.
- (d) ADMIS shall not be responsible to Customer for any third-party brokers' inability to execute orders, or for error or negligence or misconduct on the part of any third-party brokers who are not employees of ADMIS.
- (e) Execution of an order for a futures contract contemplates making or accepting delivery, and Customer agrees to notify ADMIS promptly if Customer intends to make or take delivery. Customer authorizes ADMIS to take any action deemed necessary or appropriate by ADMIS in the event ADMIS takes physical delivery for Customer and Customer hereby agrees to indemnify ADMIS from all costs in connection therewith. ADMIS may, in its sole discretion, liquidate any short position in Customer's account if Customer has not delivered to ADMIS certificates, receipts or other appropriate instruments of delivery at least seven (7) days prior to the last trading day of the applicable futures contract.
- (f) ADMIS has the right in ADMIS' sole and absolute discretion to limit, without notice to Customer, the number of open positions which Customer may maintain or acquire through ADMIS.
- (g) If the Account is a joint account, each of the undersigned persons agrees, jointly and severally, that this Agreement and all matters contained herein are joint and several rights and obligations of such person(s). Each of the undersigned persons has authority to act on behalf of the Account as if s(he) alone were an individual Customer, all without notice to the other undersigned persons or any persons having an interest in the Account. Subject to the provisions of Section 19. below, all property of any one or more of the undersigned persons held or carried in an account by ADMIS shall be collateral security with a general lien thereon for the payment of debts, losses or expenses however incurred or arising in the Account and vice versa. In the event of death or legal incapacity of any of the undersigned persons, the survivor(s) shall give ADMIS immediate written notice and ADMIS may, before or after receiving such notice, take such action, require such documents, retain such assets and/or restrict transactions in the Account as ADMIS deems advisable in its sole discretion. Liability or obligations of any of the undersigned persons under this Agreement shall include and extend to any estate or personal representative of such person.
- (h) ADMIS: (i) is not a bank, savings and loan association or trust company under federal or state law or regulation; (ii) does not offer check writing services or any similar or comparable service or services; and (iii) is not engaged in the business of banking under Article 4A of the Uniform Commercial Code, as amended, or otherwise under Applicable Law (as defined below).
- (i) Any market recommendation or information communicated to Customer by ADMIS does not constitute an offer to sell, or the solicitation of an offer to buy, any commodity, or any commodity futures contract.
- (j) Such recommendation or information may be incomplete and may not be verified.
- (k) ADMIS does not operate or maintain a research department or division as defined under or within the scope of CFTC rules or regulations and ADMIS makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendation furnished to Customer.
- (l) ADMIS and/or its officers, directors, affiliates, stockholders or representatives may have a position or positions in or may intend to buy or sell commodities or commodity futures contracts which are the subject of recommendations that may

be furnished to Customer, and the position or positions of ADMIS or any such officer, director, affiliate, stockholder, or representative may or may not be consistent with any recommendation or information furnished to Customer by ADMIS.

2. **Margin.** Customer shall, without notice or demand from ADMIS, at all times maintain adequate margin in the Account so as continually to meet initial or maintenance margin requirement established by ADMIS from time to time. Such margin requirements may exceed margin requirements set by any commodity exchange, clearing house or other regulatory authority. Customer agrees to wire transfer funds to ADMIS upon verbal or written request or otherwise make payment in immediately available funds and to furnish ADMIS with names of bank officers for immediate verification of such transfers or payments.
3. **Customer Funds and ACH Transfers.** Customer shall deposit with ADMIS (1) immediately available funds to meet all initial and maintenance margin requirements established by ADMIS as referenced in Section 2 above, pay all interest, commission, brokerage, exchange and regulatory fees and charges in effect from time to time (which commissions and brokerage may be shared by ADMIS with more than one of Customer's representatives), and any other fees and charges, as well as costs to ADMIS occasioned by carrying the Account; (2) deposit amount(s) to pay any deficit or debit balance in the Account; and (3) pay interest and service charges on any Customer deficit or debit balances at rates customarily charged by ADMIS together with ADMIS' costs and attorneys' fees incurred in collecting any such deficit or debit or defending claims brought by Customer in which ADMIS is the prevailing party. Fees and charges, in addition to commissions and interest, may include, but are not limited to, rollover fees and charges, currency conversion fees and charges, account transfer fees and charges, and any fees and charges imposed by any interbank agency, bank, contract market or other regulatory or self-regulatory organization. ADMIS reserves the right to change its fee structure at any time. If Customer elects to have access to or use Automatic Clearing House funds transfers with respect to the Account, Customer agrees to execute and deliver to ADMIS such additional documents, agreements or information as ADMIS may request or require.
4. **Close-Outs.** If at any time the Account does not contain at least the amount of funds required by ADMIS, any exchange, clearing house or other regulatory authority, ADMIS may, in its sole and absolute discretion, at any time or from time to time, without notice to Customer, close out Customer's open positions in whole or in part or take any other action ADMIS deems necessary to satisfy such requirements, including, but not limited to, transferring funds from other accounts of Customer, including transfers between accounts designated as segregated, secured, cleared swaps or non-regulated. Failure of ADMIS to so act in such circumstances, in whole or in part, shall not constitute a waiver of ADMIS' rights to do so any time or from time to time thereafter, nor shall ADMIS be subject to any liability to Customer for ADMIS' failure to so act. In addition, ADMIS has the right, but not the obligation, to close the Account and liquidate or offset any open position(s) upon receipt of notice of Customer's death (if applicable).
5. **No Guarantee.** Customer understands that there are no guarantees of profit or guarantees against loss in Commodity Contract trading. Customer has received no such guarantees from ADMIS or from any of ADMIS' representatives. Customer acknowledges that Customer is aware of the risks inherent in Commodity Contract trading and is financially able to bear such risks and withstand any losses incurred in the Account or otherwise by Customer.
6. **Applicable Law.** For purposes of and provisions under this Agreement, the Commodity Exchange Act, as amended ("CEA"), rules and regulations of the Commodity Futures Trading Commission ("CFTC") or National Futures Association ("NFA"), and any other applicable federal or state law, statute, rule, regulation or administrative requirement or condition to which ADMIS is subject shall collectively be defined and referred to as "Applicable Law."
7. **Foreign Exchange.** Unless Customer provides ADMIS with written or oral instructions to liquidate an open foreign exchange position in the Account, any such position in ADMIS sole and absolute discretion will either be: (a) rolled over as an open position to the next successive business day; or (b) liquidated in accordance with the provisions of this Agreement and Applicable Law. Alternatively, in order to liquidate an open foreign exchange position in the Account by means of delivering, or taking delivery, of the underlying currency, written or oral instructions to this effect must be given to ADMIS, together with sufficient funds to cover such delivery and all documents required by ADMIS to effectuate this mode of settlement, in accordance with ADMIS' instructions.
8. **Security Interest and Pledge.** All monies, securities, negotiable instruments, forward contracts, foreign exchange contracts, physical or cash contracts, commodity options, open positions in futures contracts and commodities, or other property now or at any future time deposited or maintained in or transferred to the Account, or held by ADMIS or its affiliates for Customer, are hereby pledged with ADMIS, and shall be subject to a senior security interest in ADMIS' favor to secure any indebtedness, at any time, owing by Customer to ADMIS or its affiliates, without regard to whether ADMIS or its affiliates has made demand or advances with respect to any such property. Such security interest shall include a general right of offset, and Customer waives to the fullest extent possible under Applicable Law any claim or defense that ADMIS' exercise of any right or action under Applicable Law regarding such security interest violates any privacy or data protection law, rule or regulation to which ADMIS or its affiliates is subject. Customer will not cause or allow any property held in the Account to be subject to any other liens, security interests, mortgages or other encumbrances without the express prior written approval of ADMIS.
9. **Foreign Currency.** If Customer requests that ADMIS enter into, or if Customer places an order for, any Commodity Contracts denominated in a foreign currency: (a) any profit or loss arising from a fluctuation in the exchange rate affecting such currency will be entirely for the Account and Customer's risk; (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as ADMIS may in its sole and absolute discretion request; and (c) ADMIS is authorized to convert funds in the Account for margin into and from such foreign currency at a rate of exchange determined by ADMIS in its sole and absolute discretion on the basis of then prevailing market rates. Customer acknowledges and agrees that ADMIS may receive revenue in connection with any such currency conversion by collecting a fee and/or all or a portion of the difference between the bid and offer prices quoted or provided to Customer for such foreign currency conversion.

10. **Compliance with Applicable Law.** All transactions by ADMIS on Customer's behalf shall be subject to Applicable Law and the constitution, rules, regulations, customs, usages, rulings, and interpretations of the exchanges or markets on which such transactions are executed by ADMIS or its agents for the Account (such as the Chicago Mercantile Exchange and its affiliated clearing house). ADMIS shall not be liable to Customer as a result of any action taken by ADMIS, or its agents, to comply with Applicable Law or any such constitution, rule, regulation, custom, usage, ruling or interpretation. If Customer is subject to regulation by any regulatory agency or organization, Customer agrees that ADMIS has no duty to ascertain, confirm or ensure that Customer is in compliance with the requirements of such agency or organization.
11. **Losses.** For purposes of and provisions under this Agreement, any and all liabilities, claims, losses, damages, costs and expenses, including incidental or consequential costs, losses, damages, and reasonable attorneys' fees and expenses, shall collectively be defined and referred to as "Losses."
12. **Delivery Efforts.** If at any time Customer shall be unable to deliver to ADMIS any security, commodity or other property previously bought or sold by ADMIS on Customer's behalf, Customer authorizes ADMIS, in its sole and absolute discretion, to borrow or to buy any security, commodity, or other property necessary to make delivery thereof, and Customer shall pay and indemnify ADMIS for any Losses which ADMIS or its affiliates may sustain thereby and any premiums which ADMIS or its affiliates may be required to pay thereon, and for any Losses which ADMIS or its affiliates may sustain from its inability to borrow or buy any such security, commodity or other property.
13. **Account Controllers.** Customer acknowledges and agrees that ADMIS shall not be responsible to Customer for any Losses resulting from conduct or advice (including but not limited to errors or negligence) on the part of any third-party person or entity introducing Customer to ADMIS or having trading authority over the Account, including but not limited to any broker/dealer, FCM, independent introducing broker, commodity trading advisor or commodity pool operator. Customer specifically agrees that ADMIS shall have no obligation to supervise the activities of any such person or entity and Customer will indemnify ADMIS and its affiliates and hold ADMIS and its affiliates harmless from and against all Losses incurred by ADMIS or its affiliates as a result of any actions taken or not taken by such person or entity.
14. **Verification of Information.** Customer authorizes ADMIS to contact such banks, financial institutions, credit agencies, and other references as ADMIS shall deem appropriate or advisable in ADMIS' sole and absolute discretion from time to time to verify any information regarding Customer which may be provided by Customer. Customer understands that an investigation may be made pertaining to Customer's personal and business credit standing and that Customer may make a written request within a reasonable period of time for disclosure of the nature and scope of any such investigation.
15. **Transmission or Communication Delays.** ADMIS shall not be responsible for delays in the execution of orders due to breakdown or failure of transmission, or communication facilities, or to any other cause beyond ADMIS' control. ADMIS shall not be liable for any Losses caused, directly or indirectly, by a break-down or failure of any transmission or communication system or computer facility or trading software, whether belonging to ADMIS, Customer, any market, or any settlement or clearing system when Customer trades on-line (via internet or electronically).
16. **Customer Communication(s) and Errors.** Confirmation of trades, contracts, statements of account, margin calls, and any other notices transmitted by ADMIS to Customer shall be transmitted to either the email address or the physical address and attention of the person(s) named in the "Customer Account Documentation" and such address(es) shall be conclusively deemed accurate and complete. Customer waives and releases ADMIS from any claim relating thereto, if not objected to, in writing, prior to the opening of trading on the next business day following the day on which such communication was first received on the contract market on which such transaction occurred. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order which was executed but reported in error as not having been executed shall nevertheless be conclusive and binding except as provided in the following sentence. Customer must notify ADMIS in writing of any objection to, or regarding, an order or discrepancy or disagreement with any confirmation, report or statement forwarded by ADMIS to Customer prior to the opening of trading in the applicable futures contract on the first business day following the day ADMIS sent such confirmation, report or statement, as applicable, to Customer. Such objection shall be delivered to ADM Investor Services, Inc., 141 West Jackson Boulevard, Suite #2100A, Chicago, Illinois 60604, (312) 242-7000, email: custserv@admis.com If Customer does not timely object in accordance with the previous sentence, such confirmation, report or statement, as applicable, shall be deemed and considered ratified and confirmed as correct by Customer, and ADMIS shall have no responsibility or liability whatever regarding or in connection with transactions shown, included or reported on such confirmation, report or statement, as applicable.
17. **Consent to Electronic Delivery.** Customer specifically consents to receive trade confirmations, daily and monthly account activity statements, margin calls and any other notices sent by ADMIS to Customer electronically via email transmission. Such consent shall be effective until revoked by Customer in writing and received by ADMIS. Customer is responsible for providing immediate notification to ADMIS of any change in its email address. Physical copies of Customer's statements are available upon request but may incur additional charges. ADMIS will provide Customer with password-protected access to on-line reports. Customer will be able to generate daily, monthly and annual account statements which provide transaction activity, profit and loss statements, open positions and margin balances. Statements are deemed received when made available to Customer by ADMIS, regardless of whether or when Customer actually accesses such statements.
18. **Option Exercise.** Customer acknowledges and agrees that Customer is solely and exclusively responsible for taking action to exercise any Commodity Contracts that are an option or option contract. ADMIS shall not be required to take any action with respect to an option or option contract, including but not limited to any action to exercise an option prior to its expiration date, except upon express instructions from Customer. Customer acknowledges and understands that exchanges have established certain exercise cut-off times for the tender of exercise instructions, and that any options in the Account may become or expire



worthless if Customer does not provide instructions promptly. Customer also acknowledges and understands that certain exchanges may automatically exercise long in-the-money options pursuant to the regulations of such exchange. Customer acknowledges and understands that ADMIS' cut-off times may differ from corresponding times established by exchanges, and Customer waives any and all claims for Losses in connection with or which might arise out of an option not being exercised. ADMIS will not be responsible for information regarding option expiration dates and assignment notification or for any errors or omissions regarding such information. Customer acknowledges and understands that short option positions are subject to assignment by an exchange or clearing house at any time, including positions established on the same day that exercises are assigned. Notices of assignment are allocated on a random basis by an exchange or clearing house among all short option positions which are subject to exercise.

19. **Single Account.** All transactions for or on Customer's behalf shall be deemed to be included in and part of the Account as a single account regardless of whether such transactions are segregated on ADMIS' records into separate accounts, either severally or jointly with others, for regulatory purposes or otherwise, including the reporting of Customer's positions as required by Applicable Law or regulatory authorities. Anything contained in this Agreement to the contrary notwithstanding, and for the avoidance of doubt, ADMIS and its affiliates shall have a general right of offset and authorization to transfer balances or amounts between or among any separate accounts within the Account, regardless of how such separate accounts may be segregated or maintained, severally or jointly with others, on ADMIS' records.
20. **Non-U.S. Customers.** A Customer not residing in the United States may be requested to provide special or additional information by ADMIS as required by any governmental or regulatory agency. This includes, but is not limited to, special or additional calls for information, including but not limited to information concerning trading positions, ownership and authorization to trade. In the event of a special or additional call for information, ADMIS shall endeavor to obtain and provide such information to the requesting agency. Customer's failure to respond to a special or additional call for information may cause prospective transactions to be prohibited (other than offsetting or closing trades) for Customer.
21. **Remedies Cumulative.** The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any thereof shall not preclude or inhibit the exercise of additional rights or remedies.
22. **Account Subject to Agreement.** Customer agrees that ADMIS may, from time to time, change the account number assigned to the Account, and that this Agreement shall remain in full force and effect. Customer agrees further that the Account, as well as all additional accounts opened by Customer at ADMIS, shall be covered by this same Agreement with the exception of any account for which a new Customer Agreement is signed.
23. **Venue and Waiver of Jury Trial.** Subject to any Arbitration Agreement between ADMIS and Customer, Customer agrees that any civil action or other legal proceeding between ADMIS or its employees, agents, representatives, affiliated brokers and/or associated persons, on the one hand, and Customer, on the other hand, arising out of or relating to this Agreement, transactions hereunder, or Customer's account shall be brought, heard and resolved in the federal or state courts located in Chicago, Cook County, Illinois, and Customer waives any right to have such proceeding transferred to any other court, dispute resolution forum or location. In addition, Customer waives the right to trial by jury in any such action or proceeding.
24. **Statute of Limitations.** No claim, including arbitration, and regardless of forum, arising out of or relating to this Agreement, transactions hereunder, or the Account, may be brought by Customer more than six (6) months after the alleged cause of action giving rise to such claim arose (regardless of the date of discovery of the alleged injury), including claims alleging violations of Section 14 of the CEA. Customer understands and acknowledges that the foregoing time limitation is a material inducement for ADMIS to enter into this Agreement, and Customer accepts and agrees to be bound by such limitation to the fullest extent possible under Applicable Law.
25. **Governing Law.** This Agreement, including any action or proceeding in connection with or related to this Agreement, shall be governed by the internal laws of the State of Illinois without regard to such State's conflict of law provisions.
26. **Legal Capacity.** Customer represents that: (a) Customer is (or, if Customer is an entity, that each person acting for or on behalf of Customer is) an adult of sound mind and is under no legal disability which would prevent Customer from trading in commodities, commodity futures contracts, options contracts, forward contracts, foreign exchange or other physical or cash contracts therein or entering into this Agreement; and (b) Customer is (or each person acting for or on behalf of Customer is) authorized to enter into this Agreement.
27. **Receipt of Privacy Policy; Accuracy of Information.** Customer acknowledges receipt of the ADMIS Privacy Policy, which is incorporated into this Agreement by reference. Customer warrants the accuracy of all information contained in the account application to be complete, true and correct and agrees that Customer will promptly notify ADMIS of any material change in such information. Customer acknowledges and agrees that ADMIS will use and rely on such information in preparing any income tax or related disclosure, form, notice or report that ADMIS provides to Customer; provided, however, that ADMIS will not undertake and is not responsible for preparing or filing any income tax or related disclosure, form, notice or report for or on behalf of Customer. Customer further warrants that no one except Customer has an interest in the Account and that Customer has full power and authority to enter into this Agreement and to engage in the transactions of the kind contemplated herein.
28. **Fees and Charges.** Customer agrees to pay to ADMIS the commissions, fees and other charges as are in effect from time to time, and Customer hereby authorizes ADMIS to withdraw the amount of any such commissions, fees and charges from the Account as such commissions, fees and charges are incurred. ADMIS may provide notice electronically or otherwise of any changes in the amount and type of commissions, fees and other charges, and the effective date of such changes. If Customer is introduced to ADMIS by another party, such other party may receive a portion of any commission paid to ADMIS by Customer.
29. **Amendment.** Any waiver, amendment or modification of this Agreement must be in writing, signed by the party against whom it is to be enforced, except as otherwise provided herein. Notwithstanding the foregoing, ADMIS may amend this Agreement upon

written notice to Customer of such amendment. If Customer does not object in writing within ten (10) business days of ADMIS providing such notice, such amendment shall become effective upon such tenth (10<sup>th</sup>) business day. The rights and remedies of each party under this Agreement are cumulative, and no waiver, amendment or modification of this Agreement or of any such right or remedy may be inferred from a failure by any party to exercise any right or remedy under this Agreement.

30. **Actions by ADMIS.** This Agreement shall inure to the benefit of ADMIS, its successors and assigns and shall be binding upon Customer and Customer's personal representatives, executors, trustees, administrators, agents, successors, and assigns. Further, ADMIS may assign this Agreement and transfer Customer's Account(s) to another duly registered futures commission merchant, subject to applicable provisions of CFTC and NFA rules and regulations. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by ADMIS; (d) insufficient margin, or ADMIS' determination that any collateral deposited to protect one or more account of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide ADMIS any information requested pursuant to this Agreement; or (f) any other circumstances or developments that ADMIS deems appropriate for its protection, and in ADMIS' sole and absolute discretion, ADMIS may take one or more of, or any portion of, the following actions: (1) satisfy any obligation Customer may have to ADMIS, either directly or by way of guaranty or suretyship, out of any Customer's funds or property in Customer's or ADMIS' possession, custody or control; (2) sell any or purchase any or all Commodity Contracts, securities or other property held or carried for Customer; and (3) cancel any or all outstanding orders or Commodity Contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely that of Customer or held in any form or maintained in any type or kind of joint or co- or common ownership with other persons.
31. **Indemnification.** Customer shall indemnify and hold ADMIS, its affiliates, directors, officers, stockholders, employees, agents, successors and assigns (individually and collectively, "ADMIS Indemnitees") harmless from and against any and all Losses incurred by any ADMIS Indemnitees, arising from or in connection with: (a) Customer's failure to fully and timely perform its obligations hereunder; (b) deficit or debt balances in the Account; (c) any of Customer's representations and warranties made in this Agreement being untrue or incorrect; or (d) any claim, allegation or cause of action alleging or related to ADMIS being a bank, saving and loan association, or trust company, or engaging in the business of banking under Article 4A of the Uniform Commercial Code, as amended, or otherwise under Applicable Law. Customer also agrees to pay promptly to ADMIS any and all Losses incurred by any ADMIS Indemnitees in enforcement of any of the provisions of this Agreement and any of the transactions contemplated hereunder, efforts or attempts to collect any amounts due hereunder, and the defense of any action or proceeding, including an arbitration proceeding, brought by Customer against any ADMIS Indemnitees in which ADMIS Indemnitees are the substantially prevailing party.
32. **Waiver of UCC Article 4A.** In consideration of and as a condition of ADMIS opening and carrying the Account for Customer, Customer agrees and covenants to waive and not to claim, assert, raise or allege, in any pleading or proceeding, whether in an action brought against ADMIS or as a defense or affirmative defense or counterclaim in any action brought by ADMIS, that ADMIS is operating or at any time has operated as a bank, savings and loan association or trust company or engaged in the business of banking under Article 4A of the Illinois Uniform Commercial Code, as amended ("Art. 4A") or any similar or comparable federal law or state law in any other jurisdiction.
33. **Limitation of Liability.** IN NO EVENT SHALL ADMIS BE LIABLE TO CUSTOMER OR ANY PERSON FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY EVEN IF THE POSSIBILITY OF SUCH DAMAGES WERE DISCLOSED TO ADMIS OR COULD HAVE BEEN REASONABLY FORESEEN BY ADMIS. The limitations of liability reflect the allocation of risk between the parties. The limitations specified in this Section 33 will survive and remain in effect even if or to the extent that any limited remedy specified in this Agreement is found to have failed of its essential purpose.
34. **Electronic Records and Signatures.** Customer agrees that any records stored by a printed media storage method shall be deemed complete, true and genuine record of Account documents and signatures. If Customer elects to open an account through use of an electronic signature under the Electronic Signatures in Global and National Commerce Act, as amended, such electronic signature will meet the requirements of an original signature. However, at the sole discretion of ADMIS, documents signed and transmitted by facsimile machine or electronic mail may be accepted as original documents. The signature of any person or entity thereon, will be considered as an original signature, and the document transmitted will be considered to have the same binding effect as an original signature on an original document. No party hereto may raise the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section. Customer attests that if Customer has downloaded this Agreement from the internet or any electronic message, Customer has printed it directly from the PDF or other electronic file provided by ADMIS without modification or alteration. Customer consents and agrees that Customer's use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service ADMIS offers, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes Customer's signature, acceptance and agreement as if actually signed by Customer in writing. Further, Customer agrees that no certification authority or other third-party verification is necessary to the enforceability of Customer's signature or any resulting contract between Customer and ADMIS.

**35. Severability and Headings.** If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement. Headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision

**36. Confirmation**

**BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES, AGREES AND CONFIRMS THAT:**

- (a) Customer has received, read carefully and understands this Agreement;
- (b) This Agreement has been negotiated between Customer and ADMIS and shall not be construed against the party that drafted all or any portion of this Agreement; and
- (c) Without limiting any acknowledgment, agreement, representation or warranty otherwise contained in this Agreement, Customer accepts and agrees to: (i) the venue provisions set forth in Section 23 above; (ii) the time limitations set forth in Section 24 above; and (iii) the waiver and covenants set forth in Section 32 above not to claim, assert or allege that ADMIS is operating or at any time has operated as a bank, savings and loan association or trust company or engaged in the business of banking under Art. 4A.

**CUSTOMER:**

X	SIGNATURE		X	SIGNATURE	
	NAME, TITLE			NAME, TITLE	®
	DATE			DATE	

ADM  
ADM Investor  
Services, Inc.



## RISK DISCLOSURE STATEMENT

*The risk of loss in trading commodity futures contracts can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:*

### **FUTURES**

(1) *You may sustain a total loss of the funds that you deposit with your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.*

(2) *The funds you deposit with a futures commission merchant for trading futures positions are not protected by insurance in the event of the bankruptcy or insolvency of the futures commission merchant, or in the event your funds are misappropriated.*

(3) *The funds you deposit with a futures commission merchant for trading futures positions are not protected by the Securities Investor Protection Corporation even if the futures commission merchant is registered with the Securities and Exchange Commission as a broker or dealer.*

(4) *The funds you deposit with a futures commission merchant are generally not guaranteed or insured by a derivatives clearing organization in the event of the bankruptcy or insolvency of the futures commission merchant, or if the futures commission merchant is otherwise unable to refund your funds. Certain derivatives clearing organizations, however, may have programs that provide limited insurance to customers. You should inquire of your futures commission merchant whether your funds will be insured by a derivatives clearing organization and you should understand the benefits and limitations of such insurance programs.*

(5) *The funds you deposit with a futures commission merchant are not held by the futures commission merchant in a separate account for your individual benefit. Futures commission merchants commingle the funds received from customers in one or more accounts and you may be exposed to losses incurred by other customers if the futures commission merchant does not have sufficient capital to cover such other customers' trading losses.*

(6) *The funds you deposit with a futures commission merchant may be invested by the futures commission merchant in certain types of financial instruments that have been approved by the Commission for the purpose of such investments. Permitted investments are listed in Commission Regulation 1.25 and include: U.S. government securities; municipal securities; money market mutual funds; and certain corporate notes and bonds. The futures commission merchant may retain the interest and other earnings realized from its investment of customer funds. You should be familiar with the types of financial instruments that a futures commission merchant may invest customer funds in.*

(7) *Futures commission merchants are permitted to deposit customer funds with affiliated entities, such as affiliated banks, securities brokers or dealers, or foreign brokers. You should inquire as to whether your futures commission merchant deposits funds with affiliates and assess whether such deposits by the futures commission merchant with its affiliates increases the risks to your funds.*

(8) *You should consult your futures commission merchant concerning the nature of the protections available to safeguard funds or property deposited for your account.*

(9) *Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move").*

(10) *All futures positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.*

(11) *The high degree of leverage (gearing) that is often obtainable in futures trading because the small margin requirements can work against you as well as for you. Leverage (gearing) can lead to large losses as well as gains.*

(12) *In addition to the risks noted in the paragraphs enumerated above, you should be familiar with the futures commission merchant you select to entrust your funds for trading futures positions. The Commodity Futures Trading Commission requires each futures commission merchant to make publicly available on its Web site firm specific disclosures and financial information to assist you with your assessment and selection of a futures commission merchant. Information regarding this futures commission merchant may be obtained by visiting our Web site, [www.admis.com](http://www.admis.com).*

## RISK DISCLOSURE STATEMENT

### OPTIONS

#### **Variable degree of risk**

(13) Transactions in options carry a high degree of risk. Purchasers and seller of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

(14) The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable is ordinarily remote.

(15) Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the position is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

(16) Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### **ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS**

#### **Terms and conditions of contracts**

(17) You should ask the firm with which you deal about the term and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

#### **Suspension or restriction of trading and pricing relationships**

(18) Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

(19) Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

#### **Deposited cash and property**

(20) You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specified legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### **Commission and other charges**

(21) Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

## RISK DISCLOSURE STATEMENT

### Currency risks

(22) The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

### Trading facilities

(23) Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

### Electronic trading

(24) Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

### Off-exchange transactions

(25) In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

**ALL OF THE POINTS NOTED ABOVE APPLY TO ALL FUTURES TRADING WHETHER FOREIGN OR DOMESTIC. IN ADDITION, IF YOU ARE CONTEMPLATING TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS, YOU SHOULD BE AWARE OF THE FOLLOWING ADDITIONAL RISKS:**

(26) Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange, including the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, customers who trade on foreign exchanges may not be afforded certain of the protections which apply to domestic transactions, including the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction.

(27) Finally, you should be aware that the price of any foreign futures or option contract and, therefore, the potential profit and loss resulting therefrom may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the foreign futures contract is liquidated or the foreign option contract is liquidated or exercised.

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

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

X	SIGNATURE	
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## RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

(3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

(4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

**RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE**

**(5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS**

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

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

X	SIGNATURE		X	SIGNATURE	
	NAME, TITLE			NAME, TITLE	
	DATE			DATE <sup>®</sup>	

ADM  
ADM Investor  
Services, Inc.

## ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT\*

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.

**DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS:** Trading or routing orders through electronic systems varies widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements; and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

**RISKS ASSOCIATED WITH SYSTEM FAILURE:** Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

**SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING:** Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

**LIMITATION OF LIABILITY:** Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of FCMs, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

\* Each exchange's relevant rules are available upon request from the industry professional with which you have an account. Some exchanges' relevant rules are available on the internet home page.

## ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT ACKNOWLEDGMENT

Customer hereby authorizes ADM Investor Services, Inc. to enter orders to trade in Commodity Contracts on any available electronic trading and order routing systems.

**Customer hereby acknowledges having read and understood the Electronic Trading and Order Routing Systems Disclosure Statement.**

X	SIGNATURE	
	NAME, TITLE	
	DATE	

X	SIGNATURE	
	NAME, TITLE	
	DATE	

## APPLICATION TO RECEIVE ONLINE ACCOUNT ACCESS

**Terms and Conditions:** The undersigned hereby requests that ADM Investor Services, Inc. (“ADMIS”) generate a user ID and password and grant access to the secured and private area of the ADMIS website (“Service”) for the purpose accessing sensitive online information such as account statements, proprietary market research, and other ADMIS client services on its website.

The undersigned acknowledges that all information on the website that the undersigned is requesting access to is private and only to be used by the undersigned. The undersigned is responsible for keeping the undersigned’s user ID and password private and agrees not to give any unauthorized person(s) access.

1. The undersigned agrees to use the information contained in the Service only in the ordinary course of the undersigned’s own business. The undersigned will not give any unauthorized person(s) access to or information about the Service. Prior approval from ADMIS to disseminate any information to any other person(s) is required.
2. ADMIS shall use reasonable efforts to ensure the accuracy and reliability of the Service, however, ADMIS makes no warranties or representations, expressed or implied, regarding the Service and will not be liable for any interruptions, delays, inaccuracies, errors, omissions or any faults in the Service, regardless of how any of the foregoing may occur or arise. The undersigned indemnifies and holds Archer-Daniels Midland Co., ADMIS or any of its affiliates, officers, directors, employees or agents harmless from and against any and all claims by third parties in any way connected or arising out of the Service.
3. Any access to Service will be limited and monitored through ADMIS’ selected security methods. Any attempts by customers to deviate from said Service or circumvent such security methods will result in immediate termination of the Service to the undersigned.
4. Performance of Service will be excused if prevented by circumstances beyond the control of ADMIS, including but not limited to, acts of God or public enemy, fire or other casualty, labor disputes, or failure of communications.
5. The undersigned will at its own expense, supply such personnel, equipment, electrical outlets, and power required to access the Services. The undersigned will also be responsible for all telephone or data communications costs.
6. The undersigned will immediately communicate new or changed email addresses, and understands that failure to do so will result in failure to receive account statement notifications, or other client communications in this manner.
7. ADMIS reserves the right to modify or discontinue the Service at any time without notice.
8. The undersigned consents and agrees to ADMIS providing all account statements via customer portal online access, unless I specifically request that hard copy statements be delivered to me by regular mail to the address listed on my account application. I understand that I may revoke consent to receive statements via online access at any time. If regular mail is selected, a fee of \$ 10.00 per statement mailed will be charged to my account.

If you agree to these terms please sign below.

<b>X</b>	SIGNATURE	
	NAME, TITLE	
	DATE	

<b>X</b>	SIGNATURE	
	NAME, TITLE	
	DATE	

EMAIL	
-------	--

EMAIL	
-------	--



## ARBITRATION

Any controversy between ADM Investor Services, Inc. ("ADMIS") or its employees, agents, representatives, affiliated brokers, or associated persons, on the one hand, and Customer, on the other hand, arising out of or related to Customer's account, or to this agreement or the breach thereof, shall be settled only by arbitration in accordance with the rules of National Futures Association, the Commodity Futures Trading Commission, or the exchange upon which the transaction complained of was executed, as Customer may elect. If Customer does not make such an election by registered mail addressed to ADMIS within 45 days of demand by ADMIS that Customer make such an election, then ADMIS may make such an election. Any proceeding must be commenced within one year after the transaction or occurrence complained of, regardless of the date of discovery of the alleged injury. In such proceeding both Customer and ADMIS waive any right to punitive damages. Judgment upon the arbitration award shall be final and may be entered in any court having jurisdiction thereof.

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

The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each customer individually examine the relative merits of arbitration and that your consent to this arbitration agreement be voluntary.

By signing this agreement, you: (1) May be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims which you or ADMIS may submit to arbitration under this agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparations proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute that may be arbitrated pursuant to this agreement. In the event a dispute arises, you will be notified if ADMIS intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved and if you prefer to request a section 14 "Reparations" proceeding before the CFTC, you will have 45 days from the date of such notice in which to make that election.

You need not sign this agreement to open or maintain an account with ADMIS. See 17 CFR 166.5.

X	SIGNATURE	
	NAME, TITLE	
	DATE	

X	SIGNATURE	
	NAME, TITLE	
	DATE	



**HEDGE ACCOUNT REPRESENTATION LETTER**

I am applying for hedge margin rates since my/our futures transactions are an integral part of my/our business and are used to offset, or reduce risks of price fluctuation in cash commodities.

Explain the nature and extent of your business:

This is to certify that all transactions executed in the following commodities for the undersigned account will be for bona fide hedging purposes:

Commodities used for Hedging:

The undersigned (“Customer”) represents to ADM Investor Services, Inc. (“ADMIS”) that this account is carried with ADMIS for the specific and exclusive purpose of hedging commodities, as defined in Rule 1.3(z) of the Commodity Futures Trading Commission. The account will be treated accordingly by Customer with the understanding that Customer will notify ADMIS if any changes occur in Customer’s treatment of the account. This account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the Commodity Futures Trading Commission. Customer may not exceed exchange speculative limits without applying for and receiving approval from the appropriate exchange.

**X**

SIGNATURE	
NAME, TITLE	
DATE	

**X**

SIGNATURE	
NAME, TITLE	
DATE	

In the unlikely event of Brokers’ bankruptcy, the undersigned

WOULD PREFER

WOULD NOT PREFER

that Broker’s bankruptcy trustee liquidate any open commodity contracts held in this account without instructions from the undersigned. (PLEASE SELECT PREFERENCE)

**X**

SIGNATURE	
-----------	--

**X**

SIGNATURE	
-----------	--

**ADDITIONAL RISK DISCLOSURE**

If any ONE (1) or more of the following apply to this account it is required to advise you of the risk involved with trading Commodity Contracts. This section must be completed or the account WILL NOT be opened.

- No previous Commodity Contract trading experience
- Annual income below \$25,000

- Over age 65
- Net worth below \$50,000

I/WE HAVE BEEN INFORMED THAT THE RISK OF LOSS IN TRADING COMMODITY FUTURES, COMMODITY OPTIONS, FORWARD CONTRACTS, FOREIGN EXCHANGE, PHYSICAL OR CASH COMMODITIES, AND EXCHANGE FOR PHYSICAL (“EFP”) OR EXCHANGE FOR RISK (“EFR”) TRANSACTIONS (COLLECTIVELY “COMMODITY CONTRACTS”) CAN BE SUBSTANTIAL. I/WE HAVE CAREFULLY CONSIDERED WHETHER SUCH TRADING IS SUITABLE IN LIGHT OF MY/OUR FINANCIAL CONDITION. I/WE UNDERSTAND THAT THE HIGH DEGREE OF LEVERAGE THAT IS OBTAINABLE IN COMMODITY TRADING BECAUSE OF THE SMALL MARGIN REQUIREMENTS CAN WORK AGAINST ME/US AS WELL AS FOR ME/US. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

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

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ADDITIONAL DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS ABOVE.

X	SIGNATURE		X	SIGNATURE	
	NAME, TITLE			NAME, TITLE	
	DATE			DATE	

ADM  
ADM Investor Services, Inc.

## APPLICATION TO RECEIVE ONLINE ACCOUNT ACCESS

**Terms and Conditions:** The undersigned hereby requests that ADM Investor Services, Inc. (“ADMIS”) generate a user ID and password and grant access to the secured and private area of the ADMIS website (“Service”) for the purpose accessing sensitive online information such as account statements, proprietary market research, and other ADMIS client services on its website.

The undersigned acknowledges that all information on the website that the undersigned is requesting access to is private and only to be used by the undersigned. The undersigned is responsible for keeping the undersigned’s user ID and password private and agrees not to give any unauthorized person(s) access.

1. The undersigned agrees to use the information contained in the Service only in the ordinary course of the undersigned’s own business. The undersigned will not give any unauthorized person(s) access to or information about the Service. Prior approval from ADMIS to disseminate any information to any other person(s) is required.
2. ADMIS shall use reasonable efforts to ensure the accuracy and reliability of the Service, however, ADMIS makes no warranties or representations, expressed or implied, regarding the Service and will not be liable for any interruptions, delays, inaccuracies, errors, omissions or any faults in the Service, regardless of how any of the foregoing may occur or arise. The undersigned indemnifies and holds Archer-Daniels Midland Co., ADMIS or any of its affiliates, officers, directors, employees or agents harmless from and against any and all claims by third parties in any way connected or arising out of the Service.
3. Any access to Service will be limited and monitored through ADMIS’ selected security methods. Any attempts by customers to deviate from said Service or circumvent such security methods will result in immediate termination of the Service to the undersigned.
4. Performance of Service will be excused if prevented by circumstances beyond the control of ADMIS, including but not limited to, acts of God or public enemy, fire or other casualty, labor disputes, or failure of communications.
5. The undersigned will at its own expense, supply such personnel, equipment, electrical outlets, and power required to access the Services. The undersigned will also be responsible for all telephone or data communications costs.
6. The undersigned will immediately communicate new or changed email addresses, and understands that failure to do so will result in failure to receive account statement notifications, or other client communications in this manner.
7. ADMIS reserves the right to modify or discontinue the Service at any time without notice.
8. The undersigned consents and agrees to ADMIS providing all account statements via customer portal online access, unless I specifically request that hard copy statements be delivered to me by regular mail to the address listed on my account application. I understand that I may revoke consent to receive statements via online access at any time. If regular mail is selected, a fee of \$ 10.00 per statement mailed will be charged to my account.

If you agree to these terms please sign below.

<b>X</b>	SIGNATURE	
	NAME, TITLE	
	DATE	
	EMAIL	

<b>X</b>	SIGNATURE	
	NAME, TITLE	
	DATE	
	EMAIL	

To: ADM Investor Services, Inc.  
141 W. Jackson Ste 1600A  
Chicago, IL 60604

Attn: Compliance Department

In connection with ADM Investor Services, Inc. (“ADMIS”) establishing a foreign exchange account account for \_\_\_\_\_ (the “Corporation,” “Partnership” or “LLC”), the undersigned officer(s) of the Corporation/Partnership/LLC hereby warrant and represents the following:

- All funds deposited in the trading account represent proprietary funds of the Corporation/Partnership/LLC and do not represent the interest of any other individuals or companies.
- The Corporation/Partnership/LLC does not hold itself out as engaging in the business of investing capital contributions from other participants in the foreign exchange markets.
- No affiliate or subsidiary of the Corporation/Partnership/LLC holds itself out as engaging in the business of investing capital contributions from other participants in the foreign exchange markets.
- The Corporation/Partnership/LLC is in compliance with such laws, rules and regulations applicable to its business in each jurisdiction which it conducts such business or maintains investment accounts.
- The Corporation/Partnership/LLC is not prohibited from trading in foreign exchange markets.
- The Corporation/Partnership/LLC agrees to immediately notify ADMIS should any of the foregoing representations change or prove untrue.

The Corporation/Partnership/LLC shall indemnify and hold ADMIS and its officers, directors, shareholders, employees and affiliates harmless from and against all claims, demands, proceedings, suits and actions and all losses (direct, indirect, or otherwise), liabilities, costs and expensed (including, without limitation, attorneys’ fee and disbursements), paid in settlement, incurred or suffered by ADMIS in connections with the representations made by the Corporation/Partnership/LLC herein. This indemnity shall survive the termination of the account(s) of the Corporation/Partnership/LLC with ADMIS.

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

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

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

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

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

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

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

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

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

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

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

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



## Eligible Contract Participant

**ADM Investor Services, Inc.**

2100A Board of Trade Building  
141 W. Jackson Boulevard  
Chicago, Illinois 60604  
  
312-242-7000

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

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

In order for you to qualify as an "Eligible Contract Participant" as defined by the Commodity Exchange Act Section 1a (18) you must represent to ADM Investor Services, Inc. that the above named Customer falls under one of the following categories noted. Please review the categories below and place an "X" in the applicable box for which the above named Customer qualifies as **(SELECT ONLY ONE)**:

A financial institution as defined in Section 1a(21) of the Commodity Exchange Act; or

An investment company subject to regulation under the Investment Company Act of 1940 or a foreign person performing a similar role or function subject as such to foreign regulation; or

A Commodity Pool that (1) has total assets exceeding \$5,000,000 and (2) was formed and is operated by a person subject to regulation under the Commodity Exchange Act or a foreign person performing a similar role or function subject as such to foreign regulation; or

A corporation, partnership, proprietorship, organization, trust, or other entity that has (1) total assets exceeding \$10,000,000; or

A corporation, partnership, proprietorship, organization, trust, or other entity the obligations of which under an agreement, contract, or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement with another ECP; or

A corporation, partnership, proprietorship, organization, trust, or other entity that has (1) net worth exceeding \$1,000,000 and (2) enters into an agreement, contract or transaction in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business; or

A broker or dealer subject to regulation under the Securities Exchange Act of 1934 or a foreign person performing a similar role or function subject as such to foreign regulation; or

A futures commission merchant subject to regulation under this chapter or a foreign person performing a similar role or function subject as such to foreign regulation; or

An individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of \$10,000,000 or \$5,000,000 and who enters into the agreement, contract, or transaction in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual; or

Other. Please indicate another type of Eligible Contract Participant that applies to you by reference to the applicable paragraph in the Commodity Exchange Act or CFTC Regulations

\_\_\_\_\_



By signing below, Customer hereby represents and warrants that it is now, and will remain an eligible contract participant within the meaning of section 1(a)(18)(A), (B) or (C) of the Commodity Exchange Act during the term of this authorization. Customer will provide immediate notification to ADMIS should Customer cease to meet the qualifications of an ECP at any time during Customer's relationship with ADMIS. In addition, Customer understands that financials or similar documentation establishing itself as an ECP may be requested.

Customer shall indemnify, defend and hold ADMIS, its affiliates, directors, officers, stockholders, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, incurred by ADMIS, arising from Customer's failure to fully and timely comply with CFTC Rules and Regulations.

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name & Title (print): \_\_\_\_\_

**CONTROLLER IDENTIFICATION SUPPLEMENT**

Account Number	
Office Code	Sales Code

THE FOLLOWING INFORMATION WILL BE NECESSARY TO FULFILL POTENTIAL CFTC REPORTING REQUIREMENTS.  
**(FORM 102 AND LARGE TRADER)**

*Please complete the Control information below. It is imperative that you provide this information promptly to ensure that your account(s) remains in compliance with the CFTC.*

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

~ Attach additional sheets if necessary ~

**Account Controller(s):** Report all persons who control the trading of the account

**#1**

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

Address, City, State/Country, Zip/Postal Code: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Employer NFA ID (if any): \_\_\_\_\_ Employer Legal Entity Identifier - LEI (if any): \_\_\_\_\_

Job Title: \_\_\_\_\_ Relationship to Owner: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Controller NFA ID (if any): \_\_\_\_\_

*\*Please provide a direct number, without any telephone extension.*

*\*\*Non-US respondents should also provide a valid international area code.*

Contact Email Address: \_\_\_\_\_

**#2**

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

Address, City, State/Country, Zip/Postal Code: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Employer NFA ID (if any): \_\_\_\_\_ Employer Legal Entity Identifier - LEI (if any): \_\_\_\_\_

Job Title: \_\_\_\_\_ Relationship to Owner: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Controller NFA ID (if any): \_\_\_\_\_

*\*Please provide a direct number, without any telephone extension.*

*\*\*Non-US respondents should also provide a valid international area code.*

Contact Email Address: \_\_\_\_\_

~ Attach additional sheets if necessary ~

Date:

Signature:

Print Name:

In November 2013, the U.S. Commodity Futures Trading Commission ("CFTC") finalized new rules for Ownership and Control Reporting ("OCR") which significantly expanded the reporting requirements for US FCMs and their clients under CFTC Regulation Part 17 CFR 17.01(a), 17.01(b) and 20.5. In accordance, ADM Investor Services, Inc. (ADMIS) is required to obtain the above information with regard to the ownership and control of clearing accounts at ADMIS. This rule officially becomes effective in August 2014.

**OWNER IDENTIFICATION SUPPLEMENT**

(See National Futures Association Interpretive Notice 9045 - NFA COMPLIANCE RULE 2-9: FCM AND IB ANTI-MONEY LAUNDERING PROGRAM)

Corporation  Limited Liability Corporation  Trust  Partnership  Other \_\_\_\_\_

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

Account Address: \_\_\_\_\_

Enter the following information for one individual with significant responsibility for managing the legal entity listed above, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

Name					
Date of Birth		Job Title		Ownership % (if any)	
Address				Does this person control trading for this account? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone				Email	
Social Security Number		If Non-US, then: Foreign Passport # and Country			

Enter the following information for each person and legal entity that directly or indirectly owns 10% of the account holder. Attach additional sheets if necessary. Check here if no person or legal entity meets this definition.

Name					
Date of Birth		Job Title		Ownership %	
Address				Does this person control trading for this account? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone				Email	
Social Security Number		If Non-US, then: Foreign Passport # and Country			

Name					
Date of Birth		Job Title		Ownership %	
Address				Does this person control trading for this account? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone				Email	
Social Security Number		If Non-US, then: Foreign Passport # and Country			

If any other persons and/or entities control the trading of this account, please also complete the Controller Identification Supplement form.

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

X \_\_\_\_\_  
Signature Title Date



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

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
▶ Go to [www.irs.gov/FormW8BENE](http://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:**

**Instead use Form:**

- 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

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> 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"/> Estate
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Government
<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"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <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"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <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
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**7** Mailing address (if different from above)

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

<b>8</b> U.S. taxpayer identification number (TIN), if required	<b>9a</b> GIIN	<b>b</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.

**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):
- |  |   |
|--|---|
| <input type="checkbox"/> Government                                  | <input type="checkbox"/> Company that meets the ownership and base erosion test                         |
| <input type="checkbox"/> Tax exempt pension trust or pension fund    | <input type="checkbox"/> Company that meets the derivative benefits test                                |
| <input type="checkbox"/> Other tax exempt organization               | <input type="checkbox"/> Company with an item of income that meets active trade or business test        |
| <input type="checkbox"/> Publicly traded corporation                 | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> 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 Bank**18  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 Accounts**19  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 Entity**22  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 Accounts**23  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.







ADM Investor  
Services, Inc.

### Customer Wire Instruction Set-Up Form

\*\*Instructions received by 12:00 noon (Central Time) will be available for use by the following business day\*\*

Customer Account Information	
ADMIS Account #	ADMIS Account Name
<b>Wire Instructions</b>	<b>New</b> <input type="checkbox"/> <span style="margin-left: 200px;"><b>Replace Old</b> <input type="checkbox"/></span>
<b>CURRENCY:</b>	
<b>Beneficiary Bank</b>	
Bank Name	Bank Address (City, State)
ABA or Swift	
Account Name	Account Number or IBAN
<b>Correspondent Bank (if applicable)</b>	
Bank Name	Bank Address (City, State)
ABA or Swift	
<b>Additional Information (If applicable)</b>	
Signature of Customer / Authorized Officer	Signature of Joint Account Holder/ Second Authorized Officer
 _____ Name & Title	_____ Name & Title
Date	Date
<b>Customer Banking Information</b>	<b>Choose One</b>
Bank Check Copy-(provide attachment)	<input type="checkbox"/>
Bank Statement-(provide attachment)	<input type="checkbox"/>
Wire sent previously to ADMIS (within last 3 months)	<input type="checkbox"/>
1. Wire Date:	2. Wire Amount



ADM Investor  
Services, Inc.

### Customer Wire Instruction Set-Up Form

\*\*Instructions received by 12:00 noon (Central Time) will be available for use by the following business day\*\*

Customer Account Information	
ADMIS Account #	ADMIS Account Name
<b>Wire Instructions</b>	<b>New</b> <input type="checkbox"/> <span style="margin-left: 200px;"><b>Replace Old</b></span> <input type="checkbox"/>
<b>CURRENCY:</b>	
<b>Beneficiary Bank</b>	
Bank Name	Bank Address (City, State)
ABA or Swift	
Account Name	Account Number or IBAN
<b>Correspondent Bank (if applicable)</b>	
Bank Name	Bank Address (City, State)
ABA or Swift	
<b>Additional Information (If applicable)</b>	
Signature of Customer / Authorized Officer  <div style="background-color: yellow; width: 150px; height: 15px; margin: 5px auto;"></div> _____ Name & Title _____ Date _____	Signature of Joint Account Holder/ Second Authorized Officer  _____ Name & Title _____ Date _____
<b>Customer Banking Information</b>	<b>Choose One</b>
Bank Check Copy-(provide attachment)	<input type="checkbox"/>
Bank Statement-(provide attachment)	<input type="checkbox"/>
Wire sent previously to ADMIS (within last 3 months)	<input type="checkbox"/>
1. Wire Date:	2. Wire Amount