Partnership Account Application (Non-US)

Welcome to the Advantage Futures Account Application.

This account application requires use of electronic signatures. If you prefer not to use electronic signatures, please email us at ContactUs@AdvantageFutures.com or call 312 800 7000 to receive documents.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information which confirms the ultimate beneficial ownership of the account opening on our books.

What this means for you: As part of the account opening process, we will request certain information/documentation which allows Advantage to identify the corporate entity as well as the ultimate beneficial owner(s) of the entity.

Thank you for your interest in Advantage Futures. We look forward to working with you.

What You Need: Partnership (Non-US) Account Application

In addition to completing all appropriate Advantage account forms, please provide the following support documents for your application:

- **Tax Identification Number**

- **Legal Entity Identifier (LEI) Number –** Required if trading CFE or any European (EU) Exchanges.

- **Legal Documents:**
  - Partnership Agreement and/or Certificate of Limited Partnership (or equivalent)
  - List/Register of Partners and/or Managing Partners (or equivalent)
  - Proof of Ownership - List of General and/or Limited Partners (or equivalent) including specific General and/or Limited Partners Ownership Interest and Capital Contributions

  Please Note: *Advantage requires confirmation of* ***ultimate beneficial ownership*** *of the company opening on our books. Additional information/documentation will be required for any owners (individuals or entities) holding 20% or more ownership interest, directly or indirectly, in the company opening on our books.*

- **Financials:**
  - Most recent two years of entity financials (audited, if available)
  - Copy (or screenshot) of Bank Statement[1]
  - If submitting *Personal and/or Corporate Guarantee*, please provide financials verifying the guarantor's net worth.

- **Fund Accounts:**
  - *Private Placement Memorandum* (also referred to as the Offering Memorandum or Prospectus)
  - Fund's *Performance Record*

- **Managed Accounts:**
  - Completed Managed Account Documents
  - Disclosure Document (if applicable)
  - Advisory Agreement (if applicable)
  - Valid Photo Identification[2] is required for all signatories, traders and authorized employees

- **Employee Authorization Letters** *(signed by an authorized signatory)* are required for any authorized employee(s) and/or trader(s) not already listed in the entity legal documents.
  - Must clearly state the approved duties/responsibilities/functions each individual is authorized to perform (including any authority to act on behalf of the entity).

- **Valid Photo Identification**[2] for each owner, authorized individual and trader.

[1] *Name on the bank account must exactly match the name of the account opening on our books.*

[2] *Passport, US driver's license or other approved government-issued photo ID.*

Table of Contents

1. **Acknowledgement of Use of Electronic Signature**
   Requires E-Signature

2. **Futures Client Disclosures and Notices – Please read carefully**
   - Risk Disclosure Statement for Futures and Options
   - CFTC Rule 1.55 Disclosure Document – Advantage Futures LLC
   - Electronic Trading and Order Routing Systems Disclosure Statement
   - Direct Order Transmittal Client Disclosure Statement
   - Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.46 (e)(1)
   - Privacy Notice
   - Advantage Futures LLC Electronic Access Policy
   - NFA Investor Advisory –Futures and Virtual Currencies Including Bitcoin
   - CFTC Customer Advisory: Understanding the Risks of Virtual Currency Trading
   - Electronic Trading Guidelines – Montreal Exchange
   - Australian Securities and Investments Commission Notification
   - Special Notice for Foreign Brokers and Foreign Traders (For non-US clients only)
   - Options Special Instructions Notice
   - Non-Cash Collateral Disclosure
   - Forecast Contract Risk Disclosure
   - Risk Disclosure Statement for Security Futures Contracts
3. **Acknowledgement of Futures Client Disclosures and Notices**
   Requires Manual (Ink) Signature

4. **Advantage Futures Client Agreement**
   Requires E-Signature

5. **Corporate Account Application**
   Requires E-Signature

6. **Acknowledgement of Execution Services**
   Requires E-Signature

7. **Authorization to Transfer Funds**
   Requires E-Signature

8. **Consent to Take the Other Side of an Order**
   Requires E-Signature

9. **Appointment As Agent**
   Requires E-Signature

10. **W-8BEN Entity Form**
    Requires E-Signature

Table of Contents Continued

11. **Source Of Funds**
    Requires E-Signature

12. **Uniform Subscriber Agreement**
    Requires E-Signature

13. **Partnership Certification & Authorization**
    Requires Manual (Ink) Signature

14. **FINCEN AML Due Diligence Appendix**
    Requires Manual (Ink) Signature

15. **Personal Guarantee**
    Requires Manual (Ink) Signature

16. **Corporate Guarantee**
    Requires Manual (Ink) Signature

17. **Additional Risk Disclosure**
    Requires E-Signature
    Complete if applicable

18. **Introduced Account Acknowledgement**
    Requires E-Signature
    Complete if applicable

19. **Commodity Futures Discretionary Trading Authorization**
    Requires Manual (Ink) Signature
    Complete if giving POA/Third-Party Advisor discretionary authority to trade the account

20. **Trading Managers Acceptance**
    Requires Manual (Ink) Signature
    Completed by POA/Third-Party Advisor if giving discretionary authority to trade the account

21. **Transfer of Account Authorization**
    Requires Manual (Ink) Signature
    Complete if transferring positions to Advantage from other FCM

ADVANTAGE FUTURES

Electronic Signature Agreement

I agree that now and in the future when selecting “I AGREE,” “I CONSENT,” “I ACKNOWLEDGE,” “I CONFIRM,” or other similarly worded click-entry fields or checkboxes with mouse, keystroke or other device, my agreement or consent will be legally binding and enforceable and the legal equivalent of my handwritten signature.

By selecting “I AGREE,” “I CONSENT,” “I ACKNOWLEDGE,” or “I CONFIRM,” I am representing that I have read and understood the document displayed and agree to be bound by the terms and conditions of the relevant document.

I agree the electronically stored copy of this signature on this agreement and other documents is admissible and enforceable by Advantage Futures LLC (hereafter referred to as “Advantage”), and I agree not to contest such use.

I agree to be bound by any affirmation, assent, or agreement transmitted to Advantage electronically via computer, telephonic or wireless devices, or other electronic means.

I agree no certification authority or other third-party verification is necessary to validate my signature, hereafter referred to as my “E-Signature,” and lack of such certification or third party verification will not in any way affect the enforceability of my E-Signature or any resulting contract between Advantage and me.

You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

☐ I AGREE

_____

Name of Account

_____

Print Name of Authorized Individual Date

_____

Print Title of Authorized Individual

ADVANTAGE FUTURES

Futures Client Disclosures and Notices

Advantage Futures LLC ("Advantage") is required to provide certain risk disclosures and other information to its Clients. These disclosures and information are listed below. Please read this information carefully and retain for your records. If you would like additional information or explanation, please contact your Account Representative.

1. Risk Disclosure Statement for Futures and Options
2. CFTC Rule 1.55 Disclosure Document – Advantage Futures LLC
3. Electronic Trading and Order Routing Systems Disclosure Statement
4. Direct Order Transmittal Client Disclosure Statement
5. Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.46 (e)(1)
6. Privacy Notice
7. Advantage Futures LLC Electronic Access Policy
8. NFA Investor Advisory -Futures and Virtual Currencies Including Bitcoin
9. CFTC Customer Advisory: Understanding the Risks of Virtual Currency Trading
10. Electronic Trading Guidelines – Montreal Exchange
11. Australian Securities and Investments Commission Notification
12. Special Notice for Foreign Brokers and Foreign Traders (For non-US clients only)
13. Options Special Instructions Notice
14. Non-Cash Collateral Disclosure
15. Forecast Contract Risk Disclosure
16. Risk Disclosure Statement for Security Futures Contracts

1 Risk Disclosure Statement for Futures and Options

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:

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' tradinglosses.

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 ("limitmove").

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 of 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 CommodityFutures 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.AdvantageFutures.com.

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 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 ordinary 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 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.

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:

17. 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.

18. 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.

19. Negative Contract Prices – When trading in the futures markets, there are risks if the market moves against your futures positions. These risks may be particularly acute in those instances in which a futures contract settles at a negative price. The circumstances that lead a futures contract to settle at a negative price may vary. One example of when a futures contract with a physical commodity as the underlying asset may settle at a negative price is when the supply of the commodity faces physical constraints in distribution or storage to such an extent that some suppliers are prepared to pay others to physically take away the commodity. Futures contracts across other asset classes may also settle at negative prices for any number of reasons. Regardless of whether prices are positive or negative, you should keep in mind that if the market moves against your futures position:

    - You may sustain a total loss of the funds that you have deposited to establish or maintain your positions and may incur additional losses beyond these amounts;
    - You may be called upon to deposit additional margin funds, on short notice;
    - If you do not provide the additional funds within the time we require, your positions may be liquidated at a loss; and
    - You will be liable for any resulting deficit in your account

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

The Commodity Futures Trading Commission ("CFTC") requires each futures commission merchant ("FCM"), including Advantage Futures LLC ("Advantage"), to provide the following information to a client prior to the time the client first enters into an account agreement with the FCM or deposits money or securities (funds) with the FCM. Except as otherwise noted below, the information set out is as of September 1, 2026. Advantage will update this information annually and as necessary to account for any material change to its business operations, financial condition, or other factors Advantage believes may be material to a potential client decision to do business with Advantage.

I. Advantage Information and Principals

Advantage is the primary operating subsidiary of Advantage Financial LLC, the holding company of Advantage. Advantage is registered with the CFTC as an FCM, Commodity Pool Operator("CPO") and Commodity Trading Advisor ("CTA"), and Swap Firm. Advantage is also a member of the National Futures Association ("NFA"), Member ID #327359. Advantage does not currently have any funds or accounts under management in its capacities as a CPO or CTA. Advantage Securities LLC ("Advantage Securities"), a broker-dealer registered with FINRA, operates as a wholly owned subsidiary of Advantage and does not currently clear any business.

Advantage Financial LLC has three other subsidiaries: Advantage Capital Resource LLC, LaSalle Street Technology LLC, and Advantage Building LLC. Advantage Capital Resource LLC provides margin financing for customers under certain limited conditions. Advantage Building LLC owns the office building in Downers Grove, Illinois, that serves as the Advantage business continuity site and provides office space for Advantage clients and some employees. LaSalle Street Technology LLC offers server hosting, colocation, and information technology services.

Principal Place of Business and Contact Information for Advantage:

Main office: 141 West Jackson Boulevard
Suite 3900
Chicago, IL 60604
Telephone Number: 312-800-7000
ContactUs@advantagefutures.com
www.advantagefutures.com

Business Continuity Site and Branch Office:

1501 West Warren Avenue
Downers Grove, IL 60515
Telephone Number: 312-800-7000

Principals:

Joseph M. Guinan, Jr. **Founding Chairman & CEO**
Business Location: Main office

The Chief Executive Officer ("CEO") oversees and is responsible for all operations and resources of Advantage.

Mr. Guinan is the Founding Chairman, CEO, Governing Body, and Managing Member of Advantage. Mr. Guinan founded Advantage Futures in 2003. Advantage expanded from a boutique with 28 employees to one of the highest-volume clearing firms in the futures industry. Mr. Guinan previously held various trading and management positions from 1981 to 1995 at Merrill Lynch, Kidder Peabody, and Irving Trust. He served as President and CEO of Fuji Futures Inc. (one of four companies merged to form Mizuho Securities USA), where he worked from 1995 to 2003. Mr. Guinan is a registered floor broker and member of the Chicago Board of Trade and NYMEX. Mr. Guinan received a Bachelor of Arts in economics and a Master of Business Administration concentrating in finance and accounting from Columbia University.

Thomas Guinan **Chief Technology Officer**
Business Location: Main office

Reporting to the CEO, the Chief Technology Officer manages the Information Technology Department and is responsible for implementing and monitoring the Advantage Information System Security Program ("ISSP") and cybersecurity initiatives. Mr. Guinan has managed the Information Technology team since the inception of Advantage in 2003. Mr. Guinan began his career in the futures industry on the CME trading floor in 1987 and migrated to information technology after earning a Master of Business Administration and a Master of Science in Computer Science from the University of Chicago. He earned a Bachelor of Business Administration from the University of Texas.

Lisa C. Jones **Chief Compliance Officer**
Business Location: Main office

Reporting to the CEO, the Chief Compliance Officer is responsible for ensuring that Advantage-related business is conducted in compliance with current CFTC, NFA, and exchange rules and regulations.

Prior to joining Advantage in 2004, Ms. Jones served in a variety of compliance roles within the Fuji Bank Ltd. subsidiaries, including Chief Compliance Officer of Fuji Futures Inc. She began her career in 1990 at Lind-Waldock & Company, a registered FCM and broker-dealer, where she served as Compliance Officer. In 1995, Ms. Jones joined the Bank of Montreal and Harris Bank as the U.S. Treasury Compliance Manager, where her primary responsibility was overseeing U.S. Treasury securities activities, including exchange-traded and over-the-counter markets. Ms. Jones holds a Bachelor of Business Administration from Loyola University of Chicago.

Sung Soo Kim
Business Location: N/A

Mr. Sung Soo Kim is a passive investor of Advantage Financial LLC. Mr. Kim does not have management oversight for business activities or day-to-day responsibilities of Advantage operations.

Michael McLaughlin **President - Institutional Sales**
Business Location: Main office

Reporting to the CEO, Mr. McLaughlin, President of Institutional Sales at Advantage, oversees the CME and off-floor execution team and is responsible for leading business development in these areas.

Mr. McLaughlin joined Advantage in 2004. He began his career in the financial industry at Merrill Lynch in 1986, where he served as Manager of Short-Term Interest Rates until 1995. He later held the position of Managing Director at Fuji Futures, where he managed the CME, CBOT, and upstairs sales staff for eight years. Mr. McLaughlin holds a Bachelor of Science in finance from the University of Iowa.

Curtis Paloumpis **Chief Risk Officer**
Business Location: Main office

Reporting to the CEO, the Chief Risk Officer monitors, manages, mitigates, and reports the nature and extent of material Advantage risks and financial exposures. He implements and ensures compliance with enterprise risk management policies and procedures.

Mr. Paloumpis rejoined Advantage in October 2014 and was appointed Chief Risk Officer effective April 10, 2019. Mr. Paloumpis was an Advantage salesman from January 2004 to June 2011, most of that time executing trades for institutional clients on the Chicago Mercantile Exchange trading floor. After that, Mr. Paloumpis traded for various proprietary trading firms. Mr. Paloumpis has extensive experience in the futures and derivatives industry. In 1983, he began his career at Drexel Burnham Lambert as a short-term interest rate trader. Mr. Paloumpis was a member of the Chicago Mercantile Exchange from 1990 to 2010. He earned a Bachelor of Science in Finance from Southern Illinois University.

Carlos Rodriguez **Chief Financial Officer**

Business Location: Main office

Reporting to the CEO, the CFO oversees accounting at Advantage. The CFO protects company assets, ensures regulatory compliance, safeguards customer funds, accurately reports Advantage financial results, and forecasts Advantage capital requirements.

Mr. Rodriguez joined Advantage in June 2017 as CFO. He oversees Advantage finance, accounting, treasury, and human resources functions. Mr. Rodriguez previously served as an Executive Director in the CME Group Financial and Regulatory Surveillance Department. During more than 20 years at CME Group, Mr. Rodriguez was responsible for the regulatory, financial, and compliance oversight of clearing member firms. Mr. Rodriguez earned a Bachelor of Arts in Accounting from the University of Illinois at Chicago.

Robert Wittbrodt **Executive VP - Operations**
Business Location: Main office

Reporting to the CEO, the Executive Vice President – Operations oversees all aspects of the Advantage Operations Department, including monitoring client position balances and related trade price information, reconciling exchange clearing and NFA fees, performing trade allocations, balancing carrying broker accounts, submitting regulatory data to exchanges and the CFTC, and preparing client statements.

Mr. Wittbrodt rejoined Advantage in October 2021. He originally joined Advantage in March 2016 and held various operational roles until May 2019, when he left for

Societe Generale. There, he served as a Deliveries Analyst, processing physical deliveries in futures products across multiple U.S. exchanges. He is a Qualified Back-Office Representative of Eurex. Mr. Wittbrodt earned a Bachelor of Arts in Economics from Indiana University in 2015.

II. Advantage Business

Advantage Futures LLC ("Advantage") is a futures commission merchant and clearing member of CME Group (including CME, CBOT, NYMEX, and COMEX), ICE Futures Europe, ICE Clear Europe, ICE Futures Abu Dhabi, ICE Endex, Options Clearing Corp, CBOE Futures Exchange, Coinbase Derivatives Exchange, Nodal Clear, Gulf Mercantile Exchange, and ForecastEx. Advantage is also a non-clearing member of Eurex. Advantage maintains carrying broker relationships that facilitate client access to products on exchanges of which Advantage is not a member. Advantage has carrying broker relationships with RBC Capital Markets, LLC, Phillip Capital Inc., Marex Capital Markets, Inc., Marex Financial, and Nissan Securities Co., Ltd.

Client commissions derived from executing and clearing trades for futures and options on futures are the primary source of revenue for Advantage. Advantage clears trades for clients, including professional traders, proprietary trading groups, institutional clients, exchange-traded funds, foreign and domestic non-clearing FCMs, hedge funds, and individuals. Advantage also values and works closely with various introducing brokers. Advantage offers client execution services through CME Group trading floor and office-based personnel. Advantage uses ADM Investor Services to provide global execution services to Advantage clients. ADM Investor Services executes trades that are given up to Advantage for clearing. Advantage hosts technology equipment and provides other technology-related services for clients.

Most volume cleared by Advantage is self-executed electronically by clients who employ various trading styles, including spreading, relative value, option market making, directional, momentum, and high-frequency day trading. Advantage clients are domiciled in 34 countries, territories, and jurisdictions. Advantage operates an agency model brokerage and does not employ speculative proprietary traders; thereby avoiding a conflict of interest because Advantage does not compete with client trading. Advantage may have foreign exchange or interest rate futures or options positions related to Advantage foreign exchange or interest rate exposure. More than 90% of Advantage resources and capital support client business.

The CME Group is the Designated Self-Regulatory Organization for Advantage. Additional information is available on the CME Group website at http://www.cmegroup.com/clearing/financial-and-regulatory-surveillance.html.

A. Permitted Depositories and Counterparties

Advantage recognizes its responsibility to protect and separately account for funds in both Customer Segregated and Customer Secured 30.7 origins (collectively "segregated funds"). This is necessary to protect both customers and Advantage, as the FCM is ultimately responsible for any loss of segregated or secured 30.7 funds due to mishandling of those funds. To that end, Advantage developed procedures for:

- Evaluating the suitability of depositories and counterparties designated for holding customer segregated funds;
- Opening and documenting segregated accounts at approved depositories and counterparties;
- Monitoring approved depositories and counterparties;
- Establishing an appropriate level of FCM residual interest in these segregated accounts, including regular review of the suitability level;
- Withdrawing funds from segregated accounts when the withdrawal is not for the benefit of customers;
- Assessing the suitability and appropriate allocation of segregated funds to specific investments permitted under CFTC Rule 1.25.

B. Evaluating the Suitability of Customer Fund Depositories and Counterparties

There are three primary types of depositories and counterparties holding segregated or secured funds of Advantage customers: banks, carrying brokers, and clearing organizations. Advantage established policies and procedures are reasonably designed to ensure that institutions holding customer segregated funds deposited by Advantage are financially sound and otherwise appropriate for this purpose.

Criteria used in this analysis of banks, carrying brokers, and clearing organizations include, as applicable:

- Institutional size and capitalization
- Creditworthiness
- Access to liquidity
- Operational reliability
- Concentration of segregated funds with any depository or group of depositories
- Regulatory oversight
- Outside rating agency opinions
- Availability of deposit insurance

III. Material Risks

Advantage faces several potential risks in the ordinary course of business, including Credit Risk, Market Risk, Operational Risk, Legal, Regulatory, and Compliance Risk, Human Resources Risk, Financial Risk, Information Technology Risk, and Strategic Risk, each defined as follows:

Credit Risk – The risk of loss from a client or counterparty failing to meet financial obligations or defaulting.

Market Risk – The risk of loss from fluctuations in market prices or changes in market conditions that impact investment values or result in client deficit balances. This risk also includes foreign currency exposure.

Operational Risk – The risk of loss due to inadequate systems and controls, human error, or management failure.

Legal, Regulatory, and Compliance Risk – The risk of fines, penalties, or reputational damage due to real or perceived noncompliance with laws, rules, regulations, or agreements, or failure to meet professional obligations.

Human Resources Risk – The risk of loss due to ineffective hiring and recruitment, loss of key employees, inadequate corporate governance, or legal risks arising from employees.

Financial Risk – The risk of loss or missed business opportunities due to insufficient financial controls, including capital risk, liquidity risk, segregation risk, and accounting risk.

Liquidity Risk – The risk of failure to meet short-term financial demands due to changes in the timing of cash flows, operating expenses, exchange or carrying broker margin requirements, customer segregation requirements, market conditions resulting in large variation payments, client margin deficits or debits, or other factors.

Segregation Risk – The risk that funds in segregation are insufficient to meet regulatory requirements, segregated funds are exposed to unacceptable market or credit risk, or customer funds are incorrectly or improperly segregated. If Advantage has errors leading to violations of Customer Segregated, Customer Secured 30.7, or Cleared Swaps Customer Account requirements, the impact could also involve Legal, Regulatory, and Compliance Risk.

Accounting Risk – The risk of unexpected expenses, losses, or missed business

opportunities due to incorrect charges, accruals, errors, fraud in the distribution of funds or assets, failure to use generally accepted accounting principles in reported statements, or other accounting-oriented risks.

InformationTechnology Risk – The risks associated with critical systems, technology practices, cybersecurity, business data, and interruption of business activity.

Strategic Risk – The risk of internal or external events that inhibit or prevent Advantage from achieving objectives or damage the reputation of Advantage.

A. Investments Made by Advantage

Advantage holds significant assets in cash and may also hold U.S. Treasury and Agency securities guaranteed by the U.S. Government while ensuring compliance with regulatory capital requirements and maintaining sufficient liquidity to meet ongoing business obligations. Advantage maintains proprietary accounts to hedge its risk exposures, including risks from foreign currency price fluctuations.

Advantage invests customer funds in compliance with CFTC Regulation 1.25. As permitted under CFTC regulations, client funds are invested in cash, U.S. Treasury and Agency securities, and reverse repurchase agreements with U.S. Treasury and Agency securities. Daily financial and quarterly investment information for Advantage is available on the Advantage website at www.advantagefutures.com under About > Financials.

As of July 31, 2026, the average weighted maturity of all customer segregated investments held is 8.09 months. Note: As of July 31, 2026, Advantage does not maintain any customer secured 30.7 investments. In addition, because Advantage does not maintain any mortgage-backed securities, weighted average coupon is not applicable.

B. Advantage Creditworthiness, Leverage, Capital, Liquidity, Principal Liabilities, Balance Sheet Leverage, and Other Lines of Business

Advantage pays its financial obligations in a timely manner and has never failed to meet a payment obligation to an exchange, clearing organization, or carrying broker. When needed, Advantage has been able to establish new banking, exchange, and carrying broker relationships. As an LLC and non-publicly held company, Advantage does not have a formal credit rating

with major credit rating agencies.

Advantage balance sheet leverage as computed under NFA Financial Requirements Section 16 was 3.21 as of July 31, 2026.

Advantage strives to maintain capital necessary to support business needs and comply with regulatory requirements. As of July 31, 2026, Advantage had Net Capital of $52,513,908, Adjusted Net Capital of $49,754,124, and Excess Net Capital of $14,512,289.

Advantage provides transparency into liquidity by presenting on its website how it invests Customer Segregated and Customer Secured 30.7 funds. Additional liquidity for Advantage is provided through a $100,000,000 delivery line of credit from one of its bank relationships. In addition, Advantage maintains $15,000,000 in revolving unsecured subordinated debt loan agreements. As of July 31, 2026, $10,000,000 was drawn on the revolver agreements. If additional liquidity is needed, Advantage will seek equity or debt funding from private capital sources.

Principal liabilities for Advantage are balances in customer and non-customer accounts. As of July 31, 2026, these comprised 97.81% of Advantage liabilities. Various other payables and accrued expenses (including compensation and accounts payable) represent the remaining 2.19% of liabilities carried by Advantage as of July 31, 2026.

C. Risks to Advantage Created by Its Affiliates

Advantage does not invest customer or house funds with affiliated entities, except to the extent Advantage invests house funds in Advantage Securities.

Advantage Securities is a wholly owned subsidiary of Advantage. Advantage Securities is a broker-dealer registered with the Financial Industry Regulatory Authority and the Securities and Exchange Commission. Advantage Securities does not currently conduct any securities business and maintains excess net capital of $198,761 as of July 31, 2026. Although Advantage Securities is a regulated entity with separate policies and procedures in place, Advantage, as the parent company, may have financial exposure if the broker-dealer were to become illiquid or require additional capital to support its business activities.

No other affiliates of Advantage pose a material risk to the FCM business.

D. Significant Liabilities and Material Commitments

The lease for the main office at 141 West Jackson Boulevard, Suite 3900, Chicago, IL, is a noncancelable operating lease with rental commitments totaling $2,558,186.68 beyond July 31, 2026.

E. Summary of Current Risk Practices, Controls, and Procedures

Pursuant to CFTC Regulation 1.11(c), Advantage maintains a Risk Management Program that establishes, maintains, and enforces a system of risk management policies and procedures designed to monitor and manage risks associated with its activities. Advantage maintains written policies and procedures describing the Risk Management Program, approved in writing by the Advantage Governing Body.

Advantage maintains a Risk Management Program Framework that describes the principles, policies, and functional responsibilities for risk management throughout Advantage. The Framework identifies the goals, business context, regulatory background, business model, governance structure, supervision, methodologies, controls, monitoring, reporting, and resources used to manage risk.

Advantage maintains Specific Risk Management Policies, which identify various risks Advantage faces and describe how Advantage manages these risks. Advantage categorizes risk exposures into Credit Risk, Market Risk, Operational Risk, Legal, Regulatory, and Compliance Risk, Human Resources Risk, Financial Risk, Liquidity Risk, Segregation Risk, Accounting Risk, Information Technology Risk, and Strategic Risk. Advantage recognizes that its business activities present various combinations and concentrations of risks. The Advantage Risk Management Program also establishes Risk Tolerance Limits, accounts for risks posed by affiliates and all lines of business and includes policies and procedures for detecting and appropriately escalating breaches of risk tolerance limits.

IV. Customer Funds Segregation

Below is a basic overview of customer fund segregation, FCM collateral management and investments.

Customer Accounts. FCMs may maintain up to three different types of accounts for customers, depending on the products customers trade:

(i) **Customer Segregated Accounts** for customers trading futures and options on futures listed on US futures exchanges;
(ii) **30.7 Accounts** for customers trading futures and options on futures listed on foreign boards of trade; and
(iii) **Cleared Swaps Customer Accounts** for customers trading swaps that are cleared on a Derivatives Clearing Organization ("DCO") registered with the CFTC.

The requirement to maintain these separate accounts reflects the different risks posed by the products. Cash, securities and other collateral (collectively, **Customer Funds**) required to be held in one type of account, *e.g.*, the Customer Segregated Account, may not be commingled with funds required to be held in another type of account, *e.g.*, the 30.7 Account, except as the CFTC may permit by order.

Customer Segregated Account. Funds that customers deposit with an FCM, or that are otherwise required to be held for the benefit of customers, to margin futures and options on futures contracts traded on futures exchanges located in the US, *i.e.*, designated contract markets, are held in a **Customer Segregated Account** in accordance with section 4d(a)(2) of the Commodity Exchange Act and CFTC Rule 1.20. **Customer Segregated Funds** held in the Customer Segregated Account may not be used to meet the obligations of the FCM or any other person, including another customer.

Customer Segregated Funds may be commingled in a single account, *i.e.*, a customer omnibus account, and held with: (i) a bank or trust company located in the US; (ii) a bank or trust company located outside the US that has in excess of $1 billion of regulatory capital; (iii) an FCM; or (iv) a DCO. Such commingled accounts must be properly titled to make clear the funds belong to and are being held for the benefit of FCM customers. Unless a customer provides instructions to the contrary, an FCM may hold Customer Segregated Funds only:
(i) in the US; (ii) in a money center country;[1] or (iii) in the country of origin of the currency.

[1] Money center countries are Canada, France, Italy, Germany, Japan, and the United Kingdom.

An FCM must hold sufficient US dollars in the US to meet all US dollar obligations and sufficient funds in each other currency to meet obligations in such currency. Notwithstanding the foregoing, assets denominated in a currency may be held to meet obligations denominated in another currency (other than the US dollar) as follows: (i) US dollars may be held in the US or in money center countries to meet obligations denominated in any other currency; and (ii) funds in money center currencies[2] may be held in the US or in money center countries to meet obligations denominated in currencies other than the US dollar.

30.7 Account. Funds that **30.7 Customers** deposit with an FCM, or that are otherwise required to be held for the benefit of customers, to margin futures and options on futures contracts traded on foreign boards of trade, *i.e.*, **30.7 Customer Funds**, and sometimes referred to as the **foreign futures and foreign options secured amount**, are held in a **30.7 Account** in accordance with CFTC Rule 30.7.

Funds required to be held in the 30.7 Account for or on behalf of 30.7 Customers may be commingled in an omnibus account and held with: (i) a bank or trust company located in the US; (ii) a bank or trust company located outside the US that has in excess of $1 billion in regulatory capital; (iii) an FCM; (iv) a DCO; (v) the clearing organization of any foreign board of trade; (vi) a foreign broker; or (vii) such clearing organization or foreign broker designated depositories.Such commingled account must be properly titled to make clear the funds belong to and are being held for the benefit of the FCM 30.7 Customers. As explained below, CFTC Rule 30.7 restricts the amount of such funds that may be held outside the US.

Customers trading on foreign markets assume additional risks. Laws or regulations will vary depending on the foreign jurisdiction in which the transaction occurs, and funds held in a 30.7 Account outside the US may not receive the same level of protection as Customer Segregated Funds. If a foreign broker carrying 30.7 Customer positions fails, the broker will be liquidated in accordance with the laws of the jurisdiction in which it is organized. Such laws may differ significantly from the US Bankruptcy Code. Return of 30.7 Customer Funds to the US will be delayed and likely will be subject to the costs of administration of the failed foreign broker in accordance with the law of the applicable jurisdiction, as well as possible other intervening foreign brokers, if multiple foreign brokers were used to process the US customer transactions on foreign markets.

[2] Money center currencies mean the currency of any money center country and the Euro.

If the foreign broker does not fail but the US FCM of the 30.7 Customer fails, the foreign broker may want to assure that appropriate authorization has been obtained before returning the 30.7 Customer Funds to the US FCM trustee, which may delay their return. If both the foreign broker and the US FCM were to fail, potential differences between the trustee for the US FCM and the administrator for the foreign broker, each with independent fiduciary obligations under applicable law, may result in significant delays and additional administrative expenses.
Use of foreign brokers by the US FCM to process trades of 30.7 Customers on foreign markets may cause additional delays and administrative expenses.

To reduce potential risk to 30.7 Customer Funds held outside the US, CFTC Rule 30.7 generally provides that an FCM may not deposit or hold 30.7 Customer Funds in permitted accounts outside the US except as necessary to meet margin requirements, including prefunding margin requirements, established by rule, regulation, or order of the relevant foreign boards of trade or foreign clearing organizations, or to meet margin calls issued by foreign brokers carrying the 30.7 Customers' positions. The rule further provides, to avoid the daily transfer of funds from accounts in the US, an FCM may maintain in accounts located outside of the US an additional amount of up to 20% of the total amount of funds necessary to meet margin and prefunding margin requirements to avoid daily transfers of funds.

Cleared Swaps Customer Account. Funds deposited with Advantage, or otherwise required to be held for the benefit of customers, to margin swaps cleared through a registered DCO, i.e., Cleared Swaps Customer Collateral, are held in a Cleared Swaps Customer Account in accordance with the provisions of section 4d(f) of the Act and Part 22 of the Commission's rules. Cleared Swaps Customer Accounts are sometimes referred to as LSOC Accounts. LSOC is an acronym for "legally separated, operationally commingled." Funds required to be held in a Cleared Swaps Customer Account may be commingled in an omnibus account and held with: (i) a bank or trust company located in the US; (ii) a bank or trust company located outside of the US that has in excess of $1 billion of regulatory capital; (iii) a DCO; or (iv) another FCM. Such commingled accounts must be properly tilted to make clear that the funds belong to, and are being held for the benefit of, Advantage Cleared Swaps Customers.

Investment of Customer Funds. Section 4d(a)(2) of the Commodity Exchange Act authorizes FCMs to invest Customer Segregated Funds in obligations of the US, in general obligations of any State or of any political subdivision thereof, and in obligations fully guaranteed as to principal and interest by the US. Section 4d(f) authorizes FCMs to invest Cleared Swaps Customer Collateral in similar

instruments.

CFTC Rule 1.25 authorizes FCMs to invest Customer Segregated Funds, Cleared Swaps Customer Collateral and 30.7 Customer Funds in instruments of a similar nature. CFTC rules further provide that FCM may retain gains earned and is responsible for investment losses incurred in connection with the investment of Customer Funds. However, the FCM and customer may agree that FCM will pay customer interest on funds deposited.

Permitted investments include:

(i) **(i)** Obligations of the United States and obligations fully guaranteed as to principal and interest by the United States (U.S. government securities);

(ii) **(ii)** General obligations of any State or of any political subdivision thereof (municipal securities);

(iii) **(iii)** Obligations of any United States government corporation or enterprise sponsored by the United States government (U.S. agency obligations);

(iv) **(iv)** Interests in government money market funds as defined in § 270.2a-7 of this title, provided that the government money market funds do not choose to rely on the ability to impose discretionary liquidity fees consistent with the requirements of 17 CFR 270.2a-7(c)(2)(i)(government money market fund);

(v) **(v)** Interests in exchange-traded funds, as defined in 17 CFR 270.6c-11, which seek to replicate the performance of a published short-term U.S. Treasury security index composed of bonds, notes, and bills with a remaining maturity of 12 months or less, issued by, or unconditionally guaranteed as to the timely payment of principal and interest by, the U.S. Department of the Treasury (U.S. Treasury exchange-traded fund); and

(vi) **(vi)** General obligations of Canada, France, Germany, Japan, and the United Kingdom (permitted foreign sovereign debt), subject to the following:

(vii) **(A)** A futures commission merchant may invest in the permitted foreign sovereign debt of a country to the extent the futures commission merchant has balances in segregated accounts owed to its customers denominated in that country's currency; and

(viii) **(B)** A derivatives clearing organization may invest in the permitted foreign sovereign debt of a country to the extent the derivatives clearing organization has balances in segregated accounts owed to its clearing members that are futures commission merchants denominated in that country's currency.

The average duration of the securities in which an FCM invests Customer Funds cannot exceed two years.

An FCM may also engage in repurchase and reverse repurchase transactions with non-affiliated registered broker dealers, provided such transactions are made on a delivery versus payment basis and involve only permitted investments. Funds or securities received in repurchase and reverse repurchase transactions with Customer Funds must be held in the appropriate Customer Account, *i.e.*, Customer Segregated Account, 30.7 Account or Cleared Swaps Customer Account. In accordance with the provisions of CFTC Rule 1.25, such funds or collateral must be received in the appropriate Customer Account on a delivery versus payment basis in immediately available funds (NFA publishes a report twice monthly, which displays for each FCM, inter alia, the percentage of Customer Funds that are held in cash and each of the permitted investments under CFTC Rule 1.25. The report also indicates whether the FCM held any Customer Funds during that month at a depository that is an affiliate of the FCM).

Funds deposited with Advantage for trading futures and options on futures contracts on either US or foreign markets are not protected by the Securities Investor Protection Corporation.

CFTC rules require Advantage to hold funds deposited to margin futures and options on futures contracts traded on US designated contract markets in Customer Segregated Accounts.

Advantage must hold funds deposited to margin options on futures contracts traded on foreign boards of trade in a 30.7 Account. In computing its Customer Funds requirements under relevant CFTC rules, Advantage may only consider those Customer Funds actually held in the applicable Customer Accounts and may not apply free funds in an account under identical ownership but of a different classification or account type (e.g. Customer Segregated) to an account's margin deficiency. In order to be used for margin purposes, the funds must transfer to the identically owned under margined account.

For additional information on the protection of customer funds, please see the Futures Industry Association's "Protection of Customer Funds Frequently Asked Questions" located:
https://www.fia.org/markets-academy/articles/protection-customer-funds

V. Filing a Complaint

A client may file a complaint directly by contacting the Advantage Compliance Department at compliance@advantagefutures.com or by calling 312-800-7000.

Additional options include:

A client may file a complaint about Advantage or one of its employees with the CFTC. Contact the Division of Enforcement at https://forms.cftc.gov/Forms/Complaint/Screen1 or call the Division of Enforcement toll-free at 866-FON-CFTC (866-366-2382).

A client may file a complaint about Advantage or one of its employees with the NFA at http://www.nfa.futures.org/basicnet/Complaint.aspx or by calling NFA at 800-612-3570.

A client may file a complaint about Advantage or one of its employees with CME Group, the Designated Self-Regulatory Organization for Advantage, electronically at http://www.cmegroup.com/market-regulation/file-complaint.html or by calling CME Group at 312.341.7970.

VI. Material Complaints or Actions

At any given time, in the normal course of business, Advantage may be involved in or subject to litigation, investigations, arbitration matters, or regulatory reviews that may involve claims for significant damages. Advantage is not currently involved in any litigation matter.

All regulatory actions taken against Advantage by any Exchange, the CFTC, or the NFA are documented and summarized on the NFA website at http://www.nfa.futures.org/basicnet/CaseInfo.aspx?entityid=0327359&type=reg.

As a regulated entity, complaints or actions filed against Advantage are generally accessible through the link above. This section of the disclosure document is updated with any material actions or complaints filed against the FCM that are not otherwise available from the source provided above.

VII. Relevant Financial Data

Annual audited financial statements for Advantage are available on the Advantage website at http://www.advantagefutures.com/about/financials/. Also included are monthly net capital summaries, monthly segregation statements, daily and monthly segregation and secured statements, and historical data on the investment of client funds for a minimum of the past 12 months.

Other Financial Data as of July 31, 2026:

Total Ownership Equity:	$45,474,052
Net Capital:	$52,513,908
Tangible Net Worth:	$45,373,776

Advantage proprietary margin requirement:

Advantage does not conduct speculative proprietary trading. Advantage maintains an immaterial margin requirement from time to time that represents open positions used to hedge Advantage risk, including currency exposure. This margin requirement represented 0.0004% of the Advantage aggregate margin requirement for futures customers and non-customers.

- Two clients account for at least 50% of the total funds held by the FCM for futures customers.

- Two clients account for at least 50% of the total funds held by the FCM for 30.7 futures customers.

- Advantage does not enter into any principal over-the-counter transactions.

- Advantage maintains $15,000,000 in revolving unsecured subordinated debt loan agreements.

- Advantage does not provide financing for customer transactions involving illiquid financial products.

- Advantage has not written off any new material segregated or secured 30.7 customer receivables as uncollectable during the past 12-month period.

Additional financial information on all FCMs is also available on the CFTC website at http://www.cftc.gov/MarketReports/financialfcmdata/index.htm.

Clients should be aware that the NFA publishes certain financial information with respect to each FCM on its website. The Financial Data for FCMs report provides the most recent month-end adjusted net capital, required net capital, and excess net capital for each FCM (information dates back to 2002). In addition, NFA publishes a Customer Segregated Funds report twice monthly, which displays for each FCM: (i) total funds held in Customer Segregated Accounts; (ii) total funds

required to be held in Customer Segregated Accounts; and (iii) excess segregated funds, i.e., the FCM's ResidualInterest. This report also displays the percentage of Customer Segregated Funds that are held in cash and each of the permitted investments under CFTC Rule 1.25. Finally, the report indicates whether the FCM held any Customer Segregated Funds during that month at a depository that is an affiliate of the FCM.

The report reflects the most recent semi-monthly information, and the public also can see information for the most recent twelve-month period. A 30.7 Customer Funds report and a Customer Cleared Swaps Collateral report provide the same information with respect to the 30.7 Account and the Cleared Swaps Customer Account.

The above financial information reports can be found by conducting a search for a specific FCM in the NFA BASIC system (http://www.nfa.futures.org/basicnet/) and then clicking "View Financial Information" on the FCM BASIC Details page.

This disclosure document was first used September 1, 2026.

3 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 Systems 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 also are available on the exchange's internet home page.

4 Direct Order Transmittal Client Disclosure Statement

This statement applies to the ability of authorized Clients of Advantage Futures LLC to place orders for foreign futures and options directly with non-U.S. entities (each, an “Executing Firm”) that execute transactions on behalf of Advantage Futures LLC’s foreign futures and options Client omnibus account.

Please be aware of the following should you be permitted to place the type of orders specified above.

- The orders you place with an Executing Firm are for Advantage Futures LLC’s foreign futures and options Client omnibus account maintained with a foreign clearing firm. Consequently, Advantage Futures LLC may limit or otherwise condition the orders you place with the Executing Firm.
- You should be aware of the relationship of the Executing Firm and Advantage Futures LLC. Advantage Futures LLC may not be responsible for the acts, omissions, or errors of the Executing Firm, or its representatives, with which you place your orders. In addition, the Executing Firm may not be affiliated with Advantage Futures LLC. If you choose to place orders directly with an Executing Firm, you may be doing so at your own risk.
- It is your responsibility to inquire about the applicable laws and regulations that govern the foreign exchanges on which transactions will be executed on your behalf. Any orders placed by you for execution on that exchange will be subject to such rules and regulations, its customs and usages, as well as any local laws that may govern transactions on that exchange. These laws, rules, regulations, customs and usages may offer different or diminished protection from those that govern transactions on U.S. exchanges. In particular, funds received from Clients 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. United States regulatory authorities may be unable to compel the enforcement of the rules of regulatory authorities or markets in non-U.S. jurisdictions where transactions may be affected.
- It is your responsibility to determine whether the Executing Firm has consented to the jurisdiction of the courts in the United States. In general, neither the Executing Firm nor any individuals associated with the Executing Firm will be registered in any capacity with the Commodity Futures Trading Commission. Similarly, your contacts with the Executing Firm may not be sufficient to subject to the Executing Firm to the jurisdiction of courts in the United States in the absence of the Executing Firm’s consent. Accordingly, neither the courts of the United States nor the Commission’s reparations program may be available as a forum for resolution of any disagreements you may have with the Executing Firm, and your recourse may be limited to actions outside the United States.
- Unless you object within five (5) days, by giving notice as provided in your Client agreement after receipt of this disclosure, Advantage Futures LLC will assume your consent to the aforementioned conditions.

5 Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.46 (e)(1)

If you maintain separate accounts in which, pursuant to Commodity Futures Trading Commission Rule 1.46(d)(6), offsetting positions are not closed out, we hereby advise you that, if held open, offsetting long and short positions in the separate accounts may result in the charging of additional fees and commission and the payment of additional margin, although offsetting positions will result in no additional market gain or loss.

6 Privacy Notice

This privacy notice explains the manner in which Advantage Futures LLC and Advantage Securities LLC ("Advantage") collect, utilize and maintain nonpublic personal information about clients as required under applicable privacy laws, including, where applicable, under the General Data Protection Regulation ("GDPR") and other UK and European privacy laws and applicable US privacy laws (the "Privacy Laws"). At Advantage, maintaining Client trust and confidence is a high priority. We understand that you are concerned with how we treat nonpublic personal information ("Client Information") that we obtain from you or from other sources about you in the course of providing you with our products and services. For this reason, we want you to understand how we work to protect your privacy when we collect and use information about you, and the steps we take to safeguard that information.

Securities Procedures

Advantage restricts access to Client Information about you to:

Those of our employees and affiliates who need to know that information in order to provide the products and services you receive from us.

Those unaffiliated third parties whose access to such information is permitted or required by law and who need to know that information in order to assist us in providing you with the products and services you receive from us.

To protect the security of Client Information, we maintain physical, electronic, and procedural safeguards that comply with federal standards for guarding the information we collect about you. While Advantage has written policies and procedures with respect to safeguarding your nonpublic personal information, it is possible (although highly unlikely) that a third party may be able to gain unauthorized access to such information by "hacking" into Advantage's system or otherwise. We utilize state of the art security devices and strive to safeguard all client information.

Information We Collect

In providing you with financial products and services, Advantage may collect the following types of Client Information:

Information from your account applications and other forms (for example, your name, address, social security number, income, and investment experience).

Information about your transactions with us, our affiliates, or other (for example, your trading history, your history of meeting margin calls, and your use of various products and services).

Information about your creditworthiness, credit history, and other information about you from consumer reporting agencies, our affiliates, or providers of other demographic information, such as your purchasing or investment preferences.

Information about you obtained in connection with Advantage's efforts to protect against fraud or unauthorized use of your account.

Categories of Parties to Which We May Disclose

Advantage may disclose the types of your Client Information listed above to the following types of parties:

Affiliates, including affiliated financial service providers.

Governmental agencies, other regulatory bodies, and law enforcement officials.

Other organizations, as required by law.

Advantage may also disclose your Client Information to other nonaffiliated third parties as permitted by law, such as in response to a subpoena or legal process or in order to complete a transaction which you initiated and authorized.

Where Client personal information is processed by third parties outside the UK and EEA, Advantage will ensure appropriate safeguards are in place to adequately protect it, as required by applicable law.

How We Use the Personal Information We Collect

Advantage collects your personal information to fulfill our contractual obligations, our statutory obligations and/or the legitimate interests of the firm and for other purposes for which the firm has a lawful basis under the Privacy Laws, including (i) for compliance with legal and regulatory requirements such as regulations aimed at prevention of money laundering or terrorist financing or "Know your Customer" requirements; (ii) for purposes of reporting to, or communicating with, the firm's Clients; (iii) in connection with litigation, investigations, regulatory or governmental inquiries or for other legal or regulatory purposes involving the firm; and (v) for other legitimate business interests.

In addition, for residence located in the United Kingdom or European Union, the firm may, and only with your consent, process your personal information in order to communicate with you for marketing purposes. In this event, we may provide additional information that we believe may be of interest, including but not limited to new products and/or services. Customers have the right to unsubscribe when they have provided consent to receive these communications by emailing compliance@advantagefutures.com.

Data Retention

The firm will retain your personal information for a period of at least five years from the date on which the relevant business relationship, for which purpose such personal data was provided, has ended (or if later the date on which the last transaction was completed or the last entry to the record was made). Thereafter, the firm will delete (or otherwise erase, de-identify or pseudonymise or equivalent) any such personal data in compliance with applicable Privacy Laws, except as required or permitted by applicable law or regulation.

Data Privacy Rights

Clients may have under applicable Privacy Laws certain rights relating to the personal information we hold in accordance with and subject to the Privacy Laws to: (i) check whether we hold personal information about you and to access such data (in accordance with our policy); (ii) request the correction of personal information about you that is inaccurate; (iii) have a copy of the personal information we hold about you provided to you or another controller where technically feasible; (iv) request the erasure of your personal information; and (v) request the restriction of processing concerning you. To do so, please send your request to compliance@advantagefutures.com.

Updating our details

If any of the information that you have provided to us changes, for example if you change your email address, please let us know by sending an email to compliance@advantagefutures.com.

What if you have questions?

What if you have questions? Please email compliance@advantagefutures.com if you have any questions about this privacy policy. You may also make a complaint, in accordance with applicable Privacy Laws to a supervisory authority in your country of residence.

The policies and practices described in this notice are subject to change. Advantage will notify you of any significant changes as required by applicable law.

Rev 12/2018

FACTS	WHAT DOES **ADVANTAGE** DO WITH YOUR PERSONAL INFORMATION
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and **Income** ▪ **Account balances** and **Transaction History** ▪ **Credit history** and **Investment experience** When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share **customers'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customers'** personal information; the reasons **Advantage** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Advantage Share?	Can you limit the sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?	**Call 312.800.7000** or go to **www.AdvantageFutures.com**

Who we are

Who is providing this notice?	**Advantage Futures LLC and Advantage Securities LLC**

What we do

How does **Advantage** protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does **Advantage** collect my personal information?	We collect your personal information, for example, when you • **Open an account** or **Deposit money** • **Make a wire transfer** or **Direct us to buy securities** • **Order a commodity futures** or **options trade**
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • ***Our affiliates include the following companies with the Advantage name, Advantage Futures LLC and Advantage Securities LLC***
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • ***Advantage does not share with nonaffiliates so they can market to you***
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • ***Advantage does not jointly market***

Other Important Information

7 Advantage Futures LLC Electronic Access Policy

This Electronic Access Policy (the "Electronic Policy") is part of and a supplement to the Account Agreement. Unless otherwise defined in the Electronic Policy, defined terms have the same meaning as set forth in the Account Agreement. In the event any provision in the Electronic Policy conflicts or is inconsistent with any provision of the Account Agreement, the provisions of the Electronic Policy shall control for matters or services related to this Electronic Policy. The Electronic Policy sets forth certain additional terms and conditions pursuant to which Advantage Futures LLC ("Advantage"): (a) will permit the undersigned Client ("Client") to enter orders for securities electronically using a front-end order entry system and equipment; (b) if applicable, will allow access to its website to allow Client to view and/or download information about Client's account with Advantage (the "Account"); and (c) if applicable, will deliver prospectuses, disclosure documents, monthly account statements, confirmations and other communications electronically, via e-mail, file transfer protocol, or any other similar method when such delivery is available (collectively, the "Electronic Services").

1. **Access and Use of the Electronic Services**
   Client acknowledges and agrees that the Electronic Services may be used only by a User to whom Advantage has issued a User ID and authorized a Password, as such terms are defined below. Advantage reserves the right to terminate, suspend or change any User ID or Password and to limit or restrict, in its sole discretion, the Electronic Services offered to Client or User. A "User" is Client and any person whom Client has authorized, in a manner designated by Advantage, to access the Account through the Electronic Services or to enter orders into or through a front-end trading system. "User ID" means an alphanumeric code that uniquely identifies a User for purposes of the Electronic Services, and "Password" means any authentication device (including alphanumeric codes) associated with a User ID that Advantage may now or in the future require for access to the Account or to Advantage's order entry systems, through the Electronic Services.

2. **Client's Responsibilities**
   Client is fully and solely responsible for all acts and omissions relating to the use of the Electronic Services for the Account and the use of information regarding the Account, by any person who uses the User ID and Password of any of the Users. Client may not, and shall ensure that its Users do not, share its User IDs or Passwords with others, and must notify Advantage immediately if it knows or suspects that the confidentiality of the Password of any of the Users has been compromised. Only persons to whom Advantage has issued a User ID may use the Electronic Services under that User ID. Client further agrees to notify Advantage of the names of any Users to whom it wishes to provide view-only access, if such access is available, or any other type of authority relating to the Account or User ID. **If Advantage grants such access or authority, Client agrees to be bound by any agreements, transactions or orders that these persons enter into with or through Advantage on Client's behalf. Client further agrees to abide by all other rules and procedures regarding the use of the Electronic Services that Advantage may establish from time to time**.

3. Orders

a. Client acknowledges and agrees that it is solely responsible for ensuring the accuracy and completeness of each order entered through the Electronic Services.

b. Client agrees that it is solely responsible for all investment and trading decisions made with respect to orders entered through the Electronic Services, including without limitation all order routing decisions, and that Advantage is not responsible for determining the suitability, appropriateness or advisability of any order entered by Client.

c. Client acknowledges and agrees that Advantage is not responsible for, and does not in any way guarantee, the investment performance of any trading activities in which Client engages through the Electronic Services or otherwise.

d. Client agrees that any order entered by Client through the Electronic Services shall be actionable and eligible for execution at any time until such order has expired, been cancelled or is executed. Receipt of an order by Advantage shall be without obligation and shall not be deemed an acceptance until such order has been actually received by Advantage affirmatively accepted by Advantage and processed for execution. Client agrees that Advantage, acting in good faith, may reject or cancel any order at any time and for any reason without liability. Advantage does not guarantee that any request by Client to cancel an order will be effective. Client acknowledges and agrees that an order will be cancelled only if Client's cancellation request is received and matched to the order in question before that order is partially or fully executed. Client will not assume that any order has been executed or cancelled until Client has received a transaction confirmation.

4. Information Made Available through the Electronic Services

a. The information made available to Client via the Electronic Services may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advantage deems appropriate. In order to view or print documents provided in PDF format, Client will have to obtain the Adobe Acrobat Reader, which is available free of charge at Adobe's website (located http://www.adobe.com) and install it on its computer. Client is responsible for having any necessary hardware, software or other technology to access the Electronic Services and any information sent electronically, including a printer or other device to download andsave any information that Client might wish to retain.

b. Client is permitted to store, display, analyze, modify, reformat and print the information made available to Client via the Electronic Services only for its own use. Client agrees not to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Advantage and its third party providers. Client further agrees not to alter, obscure or remove any copyright, trademark or any other notices that are provided to Client in connection with the information. Advantage reserves the right, at any time and from time to time, in the interests of its own editorial discretion and business judgment to add, modify or remove any of the information and to terminate or restrict Client access to the information. The terms of this Electronic Policy are not intended and will not transfer or grant any rights in or to the information other than those which are specifically described in the Electronic Policy are reserved by Advantage or the third party providers from which Advantage has obtained theinformation.

5. **Representations and Warranties**

Client represents and warrants that: (a) it will not use the Electronic Services in contravention of the terms of the Electronic Policy, the Account Agreement and any applicable rules and regulations, (b) Client will use the Electronic Services only for the benefit of the Account and not on behalf of any other party, (c) with the exception of Web browser software and other applications specifically approved by Advantage in writing, Client agrees not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Electronic Services or to automate the process of accessing or obtaining such information, and (d) any information that Client provides to Advantage will be accurate and complete. **Neither Advantage, its Affiliates nor any third party provider make any warranty whatsoever, express or implied, to Client or to any other persons as to the Electronic Services. Client expressly acknowledges and agrees that the Electronic Services are provided by Advantage, its Affiliates and its third party providers on an "as is" basis at Client's sole risk and that Advantage, its Affiliates and its third party providers expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty regarding the use or the results of the use of the services with respect to their correctness, completeness, quality, reliability and performance. Neither Advantage, its Affiliates nor any third party contributing in any manner to the Electronic Services will have any responsibility to maintain the Electronic Services or to provide any corrections, updates or releases in connection with them.**

6. **Limitation of Liability; Indemnity**

   a. Except as otherwise provided by law, Advantage Indemnified Parties shall not be liable for any Losses by or with respect to any matters pertaining to the Electronic Policy, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Advantage's or its Affiliates' gross negligence or willful misconduct.

   b. Client agrees that Advantage Indemnified Parties will have no liability, contingent or otherwise, to Client or any of Client's Users: (i) for the correctness, completeness, quality, reliability, performance or continued availability of the Electronic Services, (ii) for any special, indirect, incidental or consequential damages that may be incurred or experienced on account of Client's use or attempted used of the Electronic Services even if Advantage has been advised of the possibility of such damages, (iii) for any failure to inform Client of difficulties (including systems delays) experienced by Advantage, its Affiliates or third party providers with respect to the use of the Electronic Services, (iv) to verify, correct, complete or update any information made available via the Electronic Services to provide or maintain Client's access to the Electronic Services, or for any interruption or disruption of such access or any erroneous communications between Advantage and Client, regardless of whether the connection or communication service is provided by Advantage, its Affiliates or a third party.

c. Client agrees to indemnify and hold harmless Advantage Indemnified Parties from and against any and all Losses, as incurred, arising from Client's or any of Client's Users' actions: (i) alleging a false or misleading statement in any of the representations and warranties provided by Client in the Electronic Policy or (ii) arising out of a violation of the Electronic Policy. As used in this Section 6, the term "Advantage Indemnified Parties" includes all of the third party providers who provide Advantage with or otherwise assist it with any portion of the Electronic Services. Such third party providers will have no liability to Client for monetary damages on account of the Electronic Services provided to Client under this Electronic Policy.

d. Furthermore, Client agrees that the liability of Advantage Indemnified Parties arising from a failure of the Electronic Services will not exceed $10,000.

7. Internet Communications

Advantage will take measures that it believes appropriate to protect the confidentiality of information that it transmits to Client over the Internet. However, Client acknowledges that the Internet is not a secure network and communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Client further acknowledges that Advantage may be unable to assist with problems resulting from difficulties Client may encounter while logging on to or accessing the Electronic Services.

8. Cooperation with Regulatory Inquiries

Client shall cooperate with Advantage and all relevant governmental, regulatory and self-regulatory agencies or organizations in connection with any inquiries, investigations or examinations by such agencies or organizations relative to compliance by Advantage, Client or any third party with applicable law, rules and regulations. Such cooperation shall include, without limitation, access to Client's books and records.

9. Advantage agrees to train Clients with regards to the requirements of any exchanges as it relates to electronic entry and trading of orders, as well as any other applicable rules/regulations. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Advantage will promptly communicate to its Clients any updates or revisions to such exchange requirements of entry and trading of orders. 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. In addition to information provided by Advantage, some exchanges' relevant rules are also available on the exchange's internet home page.

NFA Investor Advisory—Futures on Virtual Currencies Including Bitcoin

December 1, 2017

The purpose of this investor advisory is to remind investors that, just like any other speculative investment, trading futures on virtual currencies, including Bitcoin, have certain benefits and various risks. While futures on virtual currencies must be traded on regulated futures exchanges, trading these products involves a high level of risk and may not be suitable for all investors.

It is critical, therefore, for investors who are considering trading virtual currency futures to educate themselves about these products, understand their risks, and conduct due diligence before making investment decisions. Investor protection begins with investor education.

- Conduct due diligence on any individuals and firms soliciting for an investment in futures on virtual currencies including Bitcoin by checking their Commodity Futures Trading Commission (CFTC) registration status, NFA membership status, and background using NFA's BASIC system or calling NFA's Information Center at 800-621-3570.
- Virtual currencies including Bitcoin experience significant price volatility, and fluctuations in the underlying virtual currency's value between the time you place a trade for a virtual currency futures contract and the time you attempt to liquidate it will affect the value of your futures contract and the potential profit and losses related to it. Be very cautious and monitor any investment that you make.
- Be aware of sales pitches offering investment schemes that promise significant returns with little risk or that encourage you to "act now." If an investment sounds too good to be true (e.g., high returns, guaranteed to perform in a certain way), then it probably is.
- Virtual currency futures contracts are bought and sold using initial margin money that can enable you to hold a virtual currency futures contract valued more than your initial investment. This is referred to as leverage. If the price of the futures contract moves in an unfavorable direction, the leveraged nature of the futures investment can produce large losses in relation to your initial investment. In fact, even a small move against your position may result in a large loss, including the loss of your entire initial deposit, and you may be liable for additional losses.
- Be aware of the risk of Ponzi scheme operators and fraudsters seeking to capitalize on the current attention focused on virtual currencies, including Bitcoin.

Outlined above are just some of the risks associated with trading futures on virtual currencies, including Bitcoin. Investors should consult the risk disclosures provided by their FCM and fully educate themselves on all of the associated risks before trading.

With CFTC oversight, each futures exchange listing a virtual currency futures contract is responsible for regulating its futures market. NFA performs market regulation services on behalf of certain futures exchanges and swap execution facilities. Please be aware, however, that just because futures on virtual

currencies, including Bitcoin, must be traded on regulated futures exchanges does not mean that the underlying virtual currency markets are regulated in any manner, and as discussed above what occurs in a virtual currency's underlying market will impact the price of a virtual currency's futures contract

Investors with questions or concerns regarding trading futures on virtual currencies including Bitcoin should contact NFA's Information Center (312-781-1410 or 800-621-3570 or information@nfa.futures.org).

© 2018 National Futures Association. All Rights Reserved.

Customer Advisory: Understand the Risks of Virtual Currency Trading

The U.S. Commodity Futures Trading Commission (CFTC) is issuing this customer advisory to inform the public of possible risks associated with investing or speculating in virtual currencies or recently launched Bitcoin futures and options.

Virtual currency is a digital representation of value that functions as a medium of exchange, a unit of account, or a store of value, but it does not have legal tender status. Virtual currencies are sometimes exchanged for U.S. dollars or other currencies around the world, but they are not currently backed nor supported by any government or central bank. Their value is completely derived by market forces of supply and demand, and they are more volatile than traditional fiat currencies. Profits and losses related to this volatility are amplified in margined futures contracts.

For hedgers – those who own Bitcoin or other virtual currencies and who are looking to protect themselves against potential losses or looking to buy virtual currencies at some point in the future – futures contracts and options are intended to provide protection against this volatility. However, like all futures products, speculating in these markets should be considered a high-risk transaction.

Bitcoin is a Commodity

Bitcoin and other virtual currencies have been determined to be commodities under the **Commodity Exchange Act** (CEA). The Commission primarily regulates commodity derivatives contracts that are based on underlying commodities. While its regulatory oversight authority over commodity cash markets is limited, the CFTC maintains general anti-fraud and manipulation enforcement authority over virtual currency cash markets as a commodity in interstate commerce.

What makes virtual currency risky?

Purchasing virtual currencies on the cash market – spending dollars to purchase Bitcoin for your personal wallet, for example – comes with a number of risks, including:

- most cash markets are not regulated or supervised by a government agency;
- platforms in the cash market may lack critical system safeguards, including customer protections;
- volatile cash market price swings or flash crashes;
- cash market manipulation;
- cyber risks, such as hacking customer wallets; and/or
- platforms selling from their own accounts and putting customers at an unfair disadvantage.

It's also important to note that market changes that affect the cash market price of a virtual currency may ultimately affect the price of virtual currency futures and options.

When customers purchase a virtual currency-based futures contract, they may not be entitled to receive the actual virtual currency, depending on the particular contract. Under most futures contracts currently being offered, customers are buying the right to receive or pay the amount of an underlying commodity value in dollars at some point in the future. Such futures contracts are said to be "cash settled." Customers will pay or receive (depending on which side of the contract they have taken –

long or short) the dollar equivalen of the virtu l currency based on an index or auction price specified in the contract. Thus, customers should inform themselves as to how the index or auction prices used to settle the contract are determined.

Entering into futures contracts through leveraged accounts can amplify the risks of trading the product. Typically, participants only fund futures contracts at a fraction of the underlying commodity price when using a margin account. This creates "leverage," and leverage amplifies the underlying risk, making a change in the cash price even more significant. When prices move in the customers' favor, leverage provides them with more profit for a relatively small investment. But, when markets go against customers' positions, they will be forced to refill their margin accounts or close out their positions, and in the end may lose more than their initial investments.

Beware of related fraud

Virtual currencies are commonly targeted by hackers and criminals who commit fraud. There is no assurance of recourse if your virtual currency is stolen. Be careful how and where you store your virtual currency. The CFTC has received complaints about virtual currency exchange scams, as well as Ponzi and "pyramid" schemes.

If you decide to buy virtual currencies or derivatives based on them, remember these tips:

- If someone tries to sell you an investment in options or futures on virtual currencies, including Bitcoin, verify they are registered with the CFTC. Visit **SmartCheck.gov** to check registrations or learn more about common investment frauds.
- Remember—much of the virtual currency cash market operates through Internet-based trading platforms that may be unregulated and unsupervised.
- Do not invest in products or strategies you do not understand.
- Be sure you understand the risks and how the product can lose money, as well as the likelihood of loss. Only speculate with money you can afford to lose.
- There is no such thing as a guaranteed investment or trading strategy. If someone tells you there is no risk of losing money, do not invest.
- Investors should conduct extensive research into the legitimacy of virtual currency platforms and digital wallets before providing credit card information, wiring money, or offering sensitive personal information.
- The SEC has also warned that some token sales or initial coin offerings (ICOs) can be used to improperly entice investors with promises of high returns.[1]

If you believe you may have been the victim of fraud, or to report suspicious activity, contact us at 866.366.2382 or visit **CFTC.gov/TipOrComplaint**.

[1] See https://www.sec.gov/oiea/investor-alerts-and-bulletins/ib_coinofferings.

The CFTC has provided this information as a service to investors. It is neither a legal interpretation nor a statement of CFTC policy. If you have questions concerning the meaning or application of a particular law or rule, consult an attorney.

10 Electronic Trading Guidelines – Montreal Exchange

When trading listed futures or options on futures products on the Montreal Exchange via an electronic trading platform, please be aware of the following restrictions and rules:

Electronic trading systems used to access the ME must be approved. Contact Advantage if you have any questions about the system you wish to use.

Transmission of orders to the ME by Clients of Advantage is a privilege and requires affirmation by Advantage that the Client is suitable for this trading (in terms of training, experience, knowledge of Exchange rules, etc.). As such, the Client is required to read and understand the rules noted below. Additionally, the Client agrees and understands that per Advantage's account documentation, Advantage has the right to terminate the Client's right to enter orders directly with the ME should it become apparent that the Client is operating outside the rules note below, the risk of the Client's trading exceeds agreed upon guidelines, or any other compromise to the trading system is noted.

Rules for Order Entry

1. Bid, asks, or trade execution at the close of trading may not be entered for the purpose of establishing an artificial price or affecting the high or low closing price. Such quotations may be disallowed at the discretion of the Exchange.
2. The Exchange reserves the right to validate, alter or cancel any trade if deemed necessary during extraordinary market conditions. If cancelled, the trade will be removed from the records and have no standing. These decisions may not be appealed.
3. No person may trade ahead of a customer order or attempt to reserve part of an order to be accepted for a particular trader or traders.
4. Manipulative or deceptive methods of trading are prohibited. These include:
   a. effecting, as an individual or with others, transactions or the posting of orders intentionally or repeatedly with the objective of unfairly influencing market prices;
   b. creating a false or misleading appearance of trading (such as wash sales);
   c. entering orders or effecting transactions in which the beneficial ownership of the product does not change (trading with oneself);
   d. effecting orders or transactions which create artificial prices, highs or lows unjustified by market conditions;
   e. entering orders or transactions with the intent transferring funds, assets, etc, in violation of legal or regulatory requirements.
5. Prearranged or block trades are permitted under certain guidelines. Contact Advantage's Compliance

Department for confirmation of these rules prior to executing such a transaction.

6. Should it be necessary to cancel an order resulting from input error, etc, it may be cancelled if the parties involved agree to it within 15 minutes following its execution. There is a form which must be submitted to Market Supervision for approval. Advantage's Compliance or Credit/Risk Departments can assist with this process if necessary. The Exchange also reserves the right to cancel trades detrimental to normal operation (see above).

7. There may be exceptions to the rules noted above for participants in specific market maker programs. Please contact Advantage's Compliance Department for information about participating in these programs and the rules that apply.

Should you have any questions regarding the rules above or any specific issue with the entry of electronic orders on the Montreal Exchange, feel free to contact Advantage's Compliance or Credit/Risk Departments.

11 Australian Securities and Investments Commission Notification

Advantage Futures LLC is regulated by the CFTC under US laws, which differ from Australian laws. Advantage Futures LLC is exempt from the requirement to hold an Australian financial services license under the Australian Corporations Act in respect of the financial services that it provides.

12 Special Notice for Foreign Brokers and Foreign Traders FOR NON US ACCOUNTS ONLY

Designation of Advantage Futures LLC as Agent

The Commodity Futures Trading Commission ("CFTC") has issued regulations that require the designation of futures commission merchants as the agents of foreign brokers and foreign traders. Advantage Futures LLC ("Advantage") is required to notify all foreign brokers and foreign traders of the requirements of these regulations.

CFTC Regulation §15.05 provides that upon execution by a futures commission merchant of financial futures transactions on a United States contract market for the account of a foreign trader or foreign broker, the futures commission merchant will be considered to be the agent of the foreign trader or foreign broker for accepting delivery of communications and legal process issued on behalf of the CFTC. Advantage Futures LLC is required under such regulation to retransmit any such communications or process to you. You should be aware that the rules also provide that an agent, domiciled in the U.S., other than Advantage Futures LLC may be designated by you. Such alternate designation of agency must be evidenced by written agreement which you must provide to Advantage Futures LLC and which Advantage Futures LLC, in turn, must forward to the CFTC. If you wish to designate an agent other than Advantage Futures LLC, please contact the Compliance Department at Advantage Futures LLC in writing. If you do not designate another agent, Advantage Futures LLC, will be your designated agent for CFTC communications. You should consult 17 C.F.R. §15.05 for a more complete explanation of the foregoing.

CFTC Special Calls for Information

In addition, the CFTC has issued a regulation requiring futures commission merchants, foreign brokers and foreign traders to respond to special calls by the CFTC for information regarding their futures and options trading. Advantage Futures LLC is similarly required to notify all foreign brokers and foreign traders of the requirements of this regulation.

This regulation provides for the issuance of a special call by the CFTC for information from foreign brokers or traders for whom a futures commission merchant, such as Advantage Futures LLC, makes or causes to be made a futures or options on futures transaction. Such special calls are limited to instances where the CFTC needs information promptly and where books and records of the futures commission merchant, trader or foreign broker upon whom the special call is made are not open at all times to inspection in the United States by any representative of the CFTC. For the purposes of this regulation, Advantage Futures LLC will be considered your agent and may be required to submit such special call by telex or a similarly expeditious means of communication to you, unless you have made an alternative designation as discussed above. Foreign brokers and foreign traders are required to provide CFTC the information specified in such special call.

The regulation permits the CFTC to prohibit further trading in the contract market and in the delivery months or options expiration dates specified in the call, except for liquidation trading, if the special call is not responded to at the place and within the time required by the CFTC. The special call shall be limited to information relating to futures or options positions of the trader in the United States. Please consult 17 C.F.R 21.03 for a more complete description of the foregoing.

Reportable Futures Positions

Advantage Futures LLC would like to bring to your attention certain additional regulations affecting futures commission merchants, foreign brokers and foreign traders. The CFTC has, in 17 C.F.R. §15.03, established specific reportable position levels for all futures contracts. These contract quantities are subject to change at any time and you should consult your account executive at Advantage Futures LLC to determine the current quantities applicable to you. 17 C.F.R. Part 17 requires each futures commission merchant and foreign broker to submit a report to the CFTC with respect to each account carried by such futures commission merchant or foreign broker, which contains a reportable futures position. In addition, 17 C.F.R. Part 18 requires all traders including foreign traders, to file a report with the CFTC within one day after the special call upon such trader by the CFTC. You should consult 17 C.F.R. Parts 17 and 18 for more complete information with respect to the foregoing.

13 Options Special Instructions Notice

Please be advised all Special Instructions relating to expiring option out-of-the money exercises and/or in-the-money expirations (abandonments) must be submitted in writing to operations@advantagefutures.com. Do not consider these Special Instructions received and acted upon until an acknowledgment is sent to you from a member of the Advantage Operations staff confirming the completion of your Special Instructions. Although Advantage will extend reasonable efforts to act upon written Special Instructions received via email in a timely manner, Advantage will not be held responsible, nor assume liability, for failure to enter, execute or act upon your Special Instructions. In no way does this preclude Advantage's good faith efforts to facilitate Special Instructions received via email. Advantage Operations staff can also be reached at 312-800-7050 for follow up of written communications.

14 Non-Cash Collateral Disclosure

To deposit property other than cash from or for your account to margin, guarantee or secure commodity contracts, please read the following disclosure information and acknowledge below.

THIS STATEMENT IS FURNISHED TO YOU BECAUSE REGULATION 1.55 (p) OF THE COMMODITY FUTURES TRADING COMMISSION REQUIRES IT FOR REASONS OF FAIR NOTICE UNRELATED TO THIS COMPANY'S CURRENT FINANCIAL CONDITION.

1. **YOU SHOULD KNOW THAT IN THE UNLIKELEY EVENT OF THIS COMPANY'S BANKRUPTCY, PROPERTY, INCLUDING PROPERTY SPECIFICALLY TRACEABLE TO YOU, WILL BE RETURNED, TRANSFERRED OR DISTRIBUTED TO YOU, OR ON YOUR BEHALF, ONLY TO THE EXTENT OF YOUR PRO RATA SHARE OF ALL PROPERTY AVAILABLE FOR DISTRIBUTION TO CUSTOMERS.**

2. **THE COMMISSION'S REGULATIONS CONCERNING BANKRUPTCIES OF COMMODITY BROKERS CAN BE FOUND AT 17 CODE OF FEDERAL REGUALTIONS PART 190.**

Forecast Contract Risk Disclosure

1. Description of Forecast Contracts 1
2. Uses of Forecast Contracts 2
I. Risk Management 2
II. Planning 3
III. Arbitrage 3
IV. Speculation 3
3. Forecast Contract Risks 3
I. Market Risk 3
II. Pricing Risk 4
III. Source Agency risk 4
IV. Liquidation risk 4
VI. Trading Halt Risk 4
VII. FCM Risk 5
VIII. Affiliate Risk 5
IX. Other risks 5

1. Description of Forecast Contracts

Contracts listed on the ForecastEx Exchange are forecast contracts and classified by the CFTC as Swaps.[1] A forecast contract is a contract whose value is based on whether a specific event will occur at or before a specific time. The Contracts are described by a "Yes" or "No" proposition, known as the Event Question.[2] The "Yes" contract and "No" contract are two separate forecast contracts each with a unique contract ID. Market Participants place Bids on either the "Yes" or "No" forecast contract at prices between $0.02 and $0.99. When the combined value of the best Bids for the "Yes" Position and "No" Position equal $1.01, the Exchange executes the Event Positions by pairing the Bids and then reports the Event Positions to the Clearinghouse.

Once the pairing has been reported to the Clearinghouse, each Market Participant will have entered into a Contract with ForecastEx, and the Clearinghouse has the obligation to pay any

[1] Further Definition of "Swap," "Security-Based Swap," and "Security-Based Swap Agreement"; Mixed Swaps; Security-Based Swap Agreement Recordkeeping, 77 Fed.Reg. 48208 (August 13, 2012)
[2] Capitalized terms have the same meaning assigned to them in the ForecastEx Rulebook.

monies required at such time as the Event Position settles. Event Positions are not novated because the Clearinghouse is the original contractual counterparty to each pairing.

All ForecastEx contracts must be fully collateralized, meaning a Futures Clearing Merchant ("FCM") who is a member of the Exchange will reject any Bid placed by a customer unless funds sufficient to fully collateralize the Bid are deposited in an account with the FCM prior to the customer placing the Bid.

Once a Forecast Contract expires, it will no longer be available for pairing. Subsequently, the Outcome of the Contract will be determined and the Contract will go through Settlement. Depending on the outcome of the Event Question, the holder of either the "Yes" or "No" Contract will be entitled to receive the Settlement Value of $1.00, while the opposing "Yes" or "No" Contract will expire with no value.

Forecast contracts executed at ForecastEx cannot be sold or transferred to another Exchange. Contracts can only be exited before Resolution by acquiring an offsetting position, achieved by holding both a "Yes" and a "No" Position with the same Event question. Once a position has been offset, it will be settled the following Banking Business day by ForecastEx crediting the account $1.00 for each "Yes"/"No" pair.

Forecast contracts are a type of derivative, in that they derive their value from an underlying asset. However, forecast contracts have a number of important distinctions from other derivative products. Unlike futures and options, Event Positions are fully-collateralized and cannot be purchased on margin. Additionally, forecast contracts are not marked-to-market. As a result, Event Positions will never require the deposit of additional funds to maintain an existing position. Forecast contracts are further differentiated from other derivatives in that they are not restricted to using a tradeable financial instrument as their underlying asset, and are always settled by cash settlement. Finally, the value of a futures or in-the-money options contract at expiration will vary depending on the price of the underlying asset, whereas Event Positions will either have a Settlement value of $1.00 or $0.

2. Uses of Forecast Contracts

I. Risk Management

Risk managers seek to manage portfolio risk without necessarily seeking to change the makeup of the portfolio. While there are many established strategies and products for managing portfolio specific or microeconomic risks, there are few existing options for managing macroeconomic and climate risks. Many ForecastEx Contracts are based on Event Questions that are macroeconomic in nature. In this way, a risk manager can potentially manage the portfolio's risk by taking a "Yes" or "No" position that corresponds to the outcome of the macroeconomic or climate event which would have a negative effect on the portfolio, seeking to secure a benefit to counter the potential economic loss. This strategy may not be appropriate for all portfolios and

may involve more risk than a traditional hedge as it is not meant to be a substitute for an anticipated purchase or sale.

II. Planning

The prices of Forecast contracts represent market forecasts of the probability of future events. For example, a "Yes" contract with a price of $0.50 means that the market is forecasting a 50% probability that the Event Question resolves to "Yes". Given the wide range of economic and climate events that ForecastEx lists contracts on, Market Participants can use the pricing information gleaned from participating in ForecastEx's markets to inform their expectations about the likelihood of future events and plan accordingly.

III. Arbitrage

Arbitragers seek to profit by simultaneous buying and selling derivatives products in different markets in order to take advantage of perceived mispricing in the products. The macroeconomic events from which Events Contracts are derived from have effects on a wide array of financial products. There are a number of potentially profitable strategies where an arbitrager could buy or sell a financial product, while simultaneously buying a forecast contract whose underlying has a significant impact on the financial product. ForecastEx makes no claims about the effect an Event Question will have on any other financial product, or any perceived relationship between pricing of an Events Contract and any other financial product.

IV. Speculation

Speculators seek to profit by exiting a Forecast contract, at offset or Resolution, for a greater value that it was purchased for. Speculation involves substantial risk and can lead to large losses as well as profits. Before engaging in speculation, a Market Participant should ensure that they are able to withstand any losses that might result from such a strategy.

3. Forecast Contract Risks

I. Market Risk

The outcome of a Forecast Contract cannot be known in advance. A Market Participants' expectations may not match the outcome of the Event, which can lead to unexpected losses. Market Participants should be prepared for the possibility of losing their entire investment. Changes in the likelihood of an underlying event may not necessarily result in a change in the price of the Event Market, which could prevent a customer from offsetting an existing position at a profit.

II. Pricing Risk

The prices of forecast contracts are dependent on the market's expected probability of events occurring, which makes traditional derivative pricing models inapplicable for forecast contracts.

Forecast contract prices may not always be reflective of the actual probabilities of the Events occurring, which can lead to unexpected losses for Market Participants.

III. Source Agency risk

The value of a Forecast Contract is dependent upon the outcome of events which are reported by third party Source Agencies. Market Participants may be exposed to risk if these Source Agencies' data security is compromised, if the reported data is not accurate, or if the data is not reported at the expected date or time. Market Participants should familiarize themselves with ForecastEx's procedures for minimizing and handling Source Agency risk should it arise (Rule 415 in the Rulebook). These procedures may delay Settlement for customers, or disrupt the market, leading to potential losses for Market Participants.

IV. Liquidation risk

Market Participants may not be able to offset their positions if there is insufficient volume in the opposing forecast contract. Market Participants may also struggle to offset their positions if the opposing forecast contract has insufficient Bid depth. These could cause the pricing of contracts to not accurately correspond to the market's prediction of the underlying Event, and Market Participants would be forced to pay higher prices to offset their positions.

V. Interest Rate Risk

The coupon payments associated with Forecast Contracts are closely tied to the interest rate. If interest rates decline, coupon payments will decline as well. In low interest rate environments, coupons may be zero or close to zero. Additionally, if a Member is paying their customer more than the minimum rate, that Member has the option to reduce the payment to their customer at any time down to the minimum rate.

VI. Trading Halt Risk

Exchanges have the authority to initiate trading halts if they deem it in the interest of Market Participants, which would prevent Market Participants from exiting their positions, and could affect their portfolios and strategies. The CFTC can also direct the Exchange to initiate a trading halt. Market participants should know and understand the emergency procedures that the Exchange has in place (Rule 409) that may lead to trading halts.

Emerging asset classes have risks associated with shifting legal and/or regulatory analysis and approval. In particular, the legality of sports-based event contracts is the subject of ongoing litigation in several states. As such, a trading halt may also occur, directly or indirectly, due to litigation or regulatory actions taken in jurisdictions relating to a particular contract or class of contracts (including sports-based event contracts). The trading halt may occur in response to a filing, judicial decision, regulatory action, and/or a decision by your FCM and/or ForecastEx. The facts and circumstances relating to such a trading halt, along with the emergency procedures in place in Rule 409, will dictate any liquidation or close out polices, as applicable.

VII. FCM Risk

Market Participants will be exposed to risks associated with the FCM including the failure of the FCM's hardware and software, bankruptcy of the FCM, and the FCM failing to provide to ForecastEx adequate funds to guarantee their customer's Bids. These risks may result in Bids (including offsetting Bids) not being executed according to the Market Participants instructions or not being accepted. Market Participants should consult their FCM concerning the nature of the protections in place to minimize these risks.

VIII. Affiliate Risk

Affiliates of ForecastEx may participate on the ForecastEx exchange subject to the requirements in Rule 208. Rule 208 requires that ForecastEx must publish on its website a description of the Affiliates participating at ForecastEx, a description of the affiliate's purpose in participating, and a summary of the conflict of interest policies that ForecastEx employs to prevent and mitigate any potential conflicts of interest.

The link below shows the page on ForecastEx's website which contains information about Affiliate activity at ForecastEx: https://forecastex.com/regulatory#affiliations

Customers of ForecastEx may access ForecastEx through any Member with which they have an account. The below link contains information as to which entities are ForecastEx Members: https://forecastex.com/members/fcms

IX. Other risks

There are unforeseen operational risks associated with human error, systems failures, cyberattack, or inadequate procedures and controls that may pose a risk to the success of Market Participants' bids. Since ForecastEx is a fully electronic exchange and clearinghouse, the software system could be subjected to temporary interruptions or failure. If any of the Events listed above occurred, it could lead to potential losses for the customer.

RISK DISCLOSURE STATEMENT FOR SECURITY FUTURES CONTRACTS

This disclosure statement discusses the characteristics and risks of standardized security futures contracts traded on regulated U.S. exchanges. At present, regulated exchanges are authorized to list futures contracts on individual equity securities registered under the Securities Exchange Act of 1934 (including common stock and certain exchange-traded funds and American Depositary Receipts), futures on certain debt instruments as well as narrow-based security indices. Futures on other types of securities and options on security futures contracts may be authorized in the future. The glossary of terms appears at the end of the document.

Customers should be aware that the examples in this document are exclusive of fees and commissions that may decrease their net gains or increase their net losses. The examples also do not include tax consequences, which may differ for each customer.

Section 1 – Risks of Security Futures

1.1. Risks of Security Futures Transactions

Trading security futures contracts may not be suitable for all investors. You may lose a substantial amount of money in a very short period of time. The amount you may lose is potentially unlimited and can exceed the amount you originally deposit with your broker. This is because futures trading is highly leveraged, with a relatively small amount of money used to establish a position in assets having a much greater value. If you are uncomfortable with this level of risk, you should not trade security futures contracts.

1.2. General Risks

Trading security futures contracts involves risk and may result in potentially unlimited losses that are greater than the amount you deposited with your broker. As with any high risk financial product, you should not risk any funds that you cannot afford to lose, such as your retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet your living expenses.

Be cautious of claims that you can make large profits from trading security futures contracts. Although the high degree of leverage in security futures contracts can result in large and immediate gains, it can also result in large and immediate losses. As with any financial product, there is no such thing as a “sure winner.”

Because of the leverage involved and the nature of security futures contract transactions, you may feel the effects of your losses immediately. Gains and losses in security futures contracts are credited or debited to your account, at a minimum, on a daily basis. If movements in the markets for security futures contracts or the underlying security decrease the value of your positions in security futures contracts, you may be required to have or make additional funds available to your carrying firm as margin. If your account is under the minimum margin requirements set by the exchange or the brokerage firm, your position may

be liquidated at a loss, and you will be liable for the deficit, if any, in your account. Margin requirements are addressed in Section 4.

Under certain market conditions, it may be difficult or impossible to liquidate a position. Generally, you must enter into an offsetting transaction in order to liquidate a position in a security futures contract. If you cannot liquidate your position in a security futures contracts, you may not be able to realize a gain in the value of your position or prevent losses from mounting. This inability to liquidate could occur, for example, if trading is halted due to unusual trading activity in either the security futures contract or the underlying security; if trading is halted due to recent news events involving the issuer of the underlying security; if systems failures occur on an exchange or at the firm carrying your position; or if the position is on an illiquid market. Even if you can liquidate your position, you may be forced to do so at a price that involves a large loss.

Under certain market conditions, it may also be difficult or impossible to manage your risk from open security futures positions by entering into an equivalent but opposite position in another contract month, on another market, or in the underlying security. This inability to take positions to limit your risk could occur, for example, if trading is halted across markets due to unusual trading activity in the security futures contract or the underlying security or due to recent news events involving the issuer of the underlying security.

Under certain market conditions, the prices of security futures contracts may not maintain their customary or anticipated relationships to the prices of the underlying security or index. These pricing disparities could occur, for example, when the market for the security futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed. For index products, it could also occur when trading is delayed or halted in some or all of the securities that make up the index.

You may be required to settle certain security futures contracts with physical delivery of the underlying security. If you hold your position in a physically settled security futures contract until the end of the last trading day prior to expiration, you will be obligated to make or take delivery of the underlying securities, which could involve additional costs. The actual settlement terms may vary from contract to contract and exchange to exchange. You should carefully review the settlement and delivery conditions before entering into a security futures contract. Settlement and delivery are discussed in Section 5.

You may experience losses due to systems failures. As with any financial transaction, you may experience losses if your orders for security futures contracts cannot be executed normally due to systems failures on a regulated exchange or at the brokerage firm carrying your position. Your losses may be greater if the brokerage firm carrying your position does not have adequate back-up systems or procedures.

All security futures contracts involve risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in security futures contracts requires knowledge of both the securities and the futures markets.

Day trading strategies involving security futures contracts and other products pose special risks. As with any financial product, persons who seek to purchase and sell the same security future in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. You should thoroughly understand these risks and have appropriate experience before engaging in day trading. The special risks for day traders are discussed more fully in Section 7.

Placing contingent orders, if permitted, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Some regulated exchanges may permit you to enter into stop-loss or stop-limit orders for security futures contracts, which are intended to limit your exposure to losses due to market fluctuations. However, market conditions may make it impossible to execute the order or to get the stop price.

You should thoroughly read and understand the customer account agreement with your brokerage firm before entering into any transactions in security futures contracts.

You should thoroughly understand the regulatory protections available to your funds and positions in the event of the failure of your brokerage firm. The regulatory protections available to your funds and positions in the event of the failure of your brokerage firm may vary depending on, among other factors, the contract you are trading and whether you are trading through a securities account or a futures account. Firms that allow customers to trade security futures in either securities accounts or futures accounts, or both, are required to disclose to customers the differences in regulatory protections between such accounts, and, where appropriate, how customers may elect to trade in either type of account.

Section 2 – Description of a Security Futures Contract

2.1. What is a Security Futures Contract?

A security futures contract is a legally binding agreement between two parties to purchase or sell in the future a specific quantity of shares of a security or of the component securities of a narrow-based security index, at a certain price. A person who buys a security futures contract enters into a contract to purchase an underlying security and is said to be “long” the contract. A person who sells a security futures contract enters into a contract to sell the underlying security and is said to be “short” the contract. The price at which the contract trades (the “contract price”) is determined by relative buying and selling interest on a regulated exchange.

In order to enter into a security futures contract, you must deposit funds with your brokerage firm equal to a specified percentage (usually at least 20 percent) of the current market value of the contract as a performance bond. Moreover, all security futures contracts are marked-to-market at least daily, usually after the close of trading, as described in Section 3 of this document. At that time, the account of each buyer and seller reflects the amount of any gain or loss on the security futures contract based on the contract price established at the end of the day for settlement purposes (the “daily settlement price”).

An open position, either a long or short position, is closed or liquidated by entering into an offsetting transaction (i.e., an equal and opposite transaction to the one that opened the position) prior to the contract expiration. Traditionally, most futures contracts are liquidated prior to expiration through an offsetting transaction and, thus, holders do not incur a settlement obligation.

Examples:

> Investor A is long one September XYZ Corp. futures contract. To liquidate the long position in the September XYZ Corp. futures contract, Investor A would sell an identical September XYZ Corp. contract.
>
> Investor B is short one December XYZ Corp. futures contract. To liquidate the short position in the December XYZ Corp. futures contract, Investor B would buy an identical December XYZ Corp. contract.

Security futures contracts that are not liquidated prior to expiration must be settled in accordance with the terms of the contract. Some security futures contracts are settled by physical delivery of the underlying security. At the expiration of a security futures contract that is settled through physical delivery, a person who is long the contract must pay the final settlement price set by the regulated exchange or the clearing organization and take delivery of the underlying shares. Conversely, a person who is short the contract must make delivery of the underlying shares in exchange for the final settlement price.

Other security futures contracts are settled through cash settlement. In this case, the underlying security is not delivered. Instead, any positions in such security futures contracts that are open at the end of the last trading day are settled through a final cash payment based on a

final settlement price determined by the exchange or clearing organization. Once this payment is made, neither party has any further obligations on the contract.

Physical delivery and cash settlement are discussed more fully in Section 5.

2.2. Purposes of Security Futures

Security futures contracts can be used for speculation, hedging, and risk management. Security futures contracts do not provide capital growth or income.

Speculation

Speculators are individuals or firms who seek to profit from anticipated increases or decreases in futures prices. A speculator who expects the price of the underlying instrument to increase will buy the security futures contract. A speculator who expects the price of the underlying instrument to decrease will sell the security futures contract. Speculation involves substantial risk and can lead to large losses as well as profits.

The most common trading strategies involving security futures contracts are buying with the hope of profiting from an anticipated price increase and selling with the hope of profiting from an anticipated price decrease. For example, a person who expects the price of XYZ stock to increase by March can buy a March XYZ security futures contract, and a person who expects the price of XYZ stock to decrease by March can sell a March XYZ security futures contract. The following illustrates potential profits and losses if Customer A purchases the security futures contract at $50 a share and Customer B sells the same contract at $50 a share (assuming 100 shares per contract).

Price of XYZ at Liquidation	Customer A Profit/Loss	Customer B Profit/Loss
$55	$500	- $500
$50	$ 0	$ 0
$45	- $500	$500

Speculators may also enter into spreads with the hope of profiting from an expected change in price relationships. Spreaders may purchase a contract expiring in one contract month and sell another contract on the same underlying security expiring in a different month (e.g., buy June and sell September XYZ single stock futures). This is commonly referred to as a “calendar spread.”

Spreaders may also purchase and sell the same contract month in two different but economically correlated security futures contracts. For example, if ABC and XYZ are both pharmaceutical companies and an individual believes that ABC will have stronger growth than XYZ between now and June, he could buy June ABC futures contracts and sell June XYZ futures contracts. Assuming that each contract is 100 shares, the following illustrates how this works.

Opening Position	Price at Liquidation	Gain or Loss	Price at Liquidation	Gain or Loss
Buy ABC at 50	$53	$300	$53	$300
Sell XYZ at 45	$46	- $100	$50	- $500
Net Gain or Loss		$200		- $200

Speculators can also engage in arbitrage, which is similar to a spread except that the long and short positions occur on two different markets. An arbitrage position can be established by taking an economically opposite position in a security futures contract on another exchange, in an options contract, or in the underlying security.

Hedging

Generally speaking, hedging involves the purchase or sale of a security future to reduce or offset the risk of a position in the underlying security or group of securities (or a close economic equivalent). A hedger gives up the potential to profit from a favorable price change in the position being hedged in order to minimize the risk of loss from an adverse price change.

An investor who wants to lock in a price now for an anticipated sale of the underlying security at a later date can do so by hedging with security futures. For example, assume an investor owns 1,000 shares of ABC that have appreciated since he bought them. The investor would like to sell them at the current price of $50 per share, but there are tax or other reasons for holding them until September. The investor could sell ten 100-share ABC futures contracts and then buy back those contracts in September when he sells the stock. Assuming the stock price and the futures price change by the same amount, the gain or loss in the stock will be offset by the loss or gain in the futures contracts.

Price in September	Value of 1,000 Shares of ABC	Gain or Loss on Futures	Effective Selling Price
$40	$40,000	$10,000	$50,000
$50	$50,000	$ 0	$50,000
$60	$60,000	-$10,000	$50,000

Hedging can also be used to lock in a price now for an anticipated purchase of the stock at a later date. For example, assume that in May a mutual fund expects to buy stocks in a particular industry with the proceeds of bonds that will mature in August. The mutual fund can hedge its risk that the stocks will increase in value between May and August by purchasing security futures contracts on a narrow-based index of stocks from that industry. When the mutual fund buys the stocks in August, it also will liquidate the security futures position in the index. If the relationship between the security futures contract and the stocks in the index is constant, the profit or loss from the futures contract will offset the price change in the stocks, and the mutual fund will have locked in the price that the stocks were selling at in May.

Although hedging mitigates risk, it does not eliminate all risk. For example, the relationship between the price of the security futures contract and the price of the underlying

security traditionally tends to remain constant over time, but it can and does vary somewhat. Furthermore, the expiration or liquidation of the security futures contract may not coincide with the exact time the hedger buys or sells the underlying stock. Therefore, hedging may not be a perfect protection against price risk.

Risk Management

Some institutions also use futures contracts to manage portfolio risks without necessarily intending to change the composition of their portfolio by buying or selling the underlying securities. The institution does so by taking a security futures position that is opposite to some or all of its position in the underlying securities. This strategy involves more risk than a traditional hedge because it is not meant to be a substitute for an anticipated purchase or sale.

2.3. Where Security Futures Trade

By law, security futures contracts must trade on a regulated U.S. exchange. Each regulated U.S. exchange that trades security futures contracts is subject to joint regulation by the Securities and Exchange Commission (SEC) and the Commodity Futures Trading Commission (CFTC).

A person holding a position in a security futures contract who seeks to liquidate the position must do so either on the regulated exchange where the original trade took place or on another regulated exchange, if any, where a fungible security futures contract trades. (A person may also seek to manage the risk in that position by taking an opposite position in a comparable contract traded on another regulated exchange.)

Security futures contracts traded on one regulated exchange might not be fungible with security futures contracts traded on another regulated exchange for a variety of reasons. Security futures traded on different regulated exchanges may be non-fungible because they have different contract terms (e.g., size, settlement method), or because they are cleared through different clearing organizations. Moreover, a regulated exchange might not permit its security futures contracts to be offset or liquidated by an identical contract traded on another regulated exchange, even though they have the same contract terms and are cleared through the same clearing organization. You should consult your broker about the fungibility of the contract you are considering purchasing or selling, including which exchange(s), if any, on which it may be offset.

Regulated exchanges that trade security futures contracts are required by law to establish certain listing standards. Changes in the underlying security of a security futures contract may, in some cases, cause such contract to no longer meet the regulated exchange's listing standards. Each regulated exchange will have rules governing the continued trading of security futures contracts that no longer meet the exchange's listing standards. These rules may, for example, permit only liquidating trades in security futures contracts that no longer satisfy the listing standards.

2.4. How Security Futures Differ from the Underlying Security

Shares of common stock represent a fractional ownership interest in the issuer of that security. Ownership of securities confers various rights that are not present with positions in security futures contracts. For example, persons owning a share of common stock may be entitled to vote in matters affecting corporate governance. They also may be entitled to receive dividends and corporate disclosure, such as annual and quarterly reports.

The purchaser of a security futures contract, by contrast, has only a contract for future delivery of the underlying security. The purchaser of the security futures contract is not entitled to exercise any voting rights over the underlying security and is not entitled to any dividends that may be paid by the issuer. Moreover, the purchaser of a security futures contract does not receive the corporate disclosures that are received by shareholders of the underlying security, although such corporate disclosures must be made publicly available through the SEC's EDGAR system, which can be accessed at www.sec.gov. You should review such disclosures before entering into a security futures contract. See Section 8.1 for further discussion of the impact of corporate events on a security futures contract.

All security futures contracts are marked-to-market at least daily, usually after the close of trading, as described in Section 3 of this document. At that time, the account of each buyer and seller is credited with the amount of any gain, or debited by the amount of any loss, on the security futures contract, based on the contract price established at the end of the day for settlement purposes (the "daily settlement price"). By contrast, the purchaser or seller of the underlying instrument does not have the profit and loss from his or her investment credited or debited until the position in that instrument is closed out.

Naturally, as with any financial product, the value of the security futures contract and of the underlying security may fluctuate. However, owning the underlying security does not require an investor to settle his or her profits and losses daily. By contrast, as a result of the mark-to-market requirements discussed above, a person who is long a security futures contract often will be required to deposit additional funds into his or her account as the price of the security futures contract decreases. Similarly, a person who is short a security futures contract often will be required to deposit additional funds into his or her account as the price of the security futures contract increases.

Another significant difference is that security futures contracts expire on a specific date. Unlike an owner of the underlying security, a person cannot hold a long position in a security futures contract for an extended period of time in the hope that the price will go up. If you do not liquidate your security futures contract, you will be required to settle the contract when it expires, either through physical delivery or cash settlement. For cash-settled contracts in particular, upon expiration, an individual will no longer have an economic interest in the securities underlying the security futures contract.

2.5. Comparison to Options

Although security futures contracts share some characteristics with options on securities (options contracts), these products are also different in a number of ways. Below are some of the important distinctions between equity options contracts and security futures contracts.

If you purchase an options contract, you have the right, but not the obligation, to buy or sell a security prior to the expiration date. If you sell an options contract, you have the obligation to buy or sell a security prior to the expiration date. By contrast, if you have a position in a security futures contract (either long or short), you have both the right and the obligation to buy or sell a security at a future date. The only way that you can avoid the obligation incurred by the security futures contract is to liquidate the position with an offsetting contract.

A person purchasing an options contract runs the risk of losing the purchase price (premium) for the option contract. Because it is a wasting asset, the purchaser of an options contract who neither liquidates the options contract in the secondary market nor exercises it at or prior to expiration will necessarily lose his or her entire investment in the options contract. However, a purchaser of an options contract cannot lose more than the amount of the premium. Conversely, the seller of an options contract receives the premium and assumes the risk that he or she will be required to buy or sell the underlying security on or prior to the expiration date, in which event his or her losses may exceed the amount of the premium received. Although the seller of an options contract is required to deposit margin to reflect the risk of its obligation, he or she may lose many times his or her initial margin deposit.

By contrast, the purchaser and seller of a security futures contract each enter into an agreement to buy or sell a specific quantity of shares in the underlying security. Based upon the movement in prices of the underlying security, a person who holds a position in a security futures contract can gain or lose many times his or her initial margin deposit. In this respect, the benefits of a security futures contract are similar to the benefits of *purchasing* an option, while the risks of entering into a security futures contract are similar to the risks of *selling* an option.

Both the purchaser and the seller of a security futures contract have daily margin obligations. At least once each day, security futures contracts are marked-to-market and the increase or decrease in the value of the contract is credited or debited to the buyer and the seller. As a result, any person who has an open position in a security futures contract may be called upon to meet additional margin requirements or may receive a credit of available funds.

Example:

> Assume that Customers A and B each anticipate an increase in the market price of XYZ stock, which is currently $50 a share. Customer A purchases an XYZ 50 call (covering 100 shares of XYZ at a premium of $5 per share). The option premium is $500 ($5 per share X 100 shares). Customer B purchases an XYZ security futures contract (covering 100 shares of XYZ). The total value of the contract is $5000 ($50 share value X 100 shares). The required margin is $1000 (or 20% of the contract value).

Price of XYZ at expiration	Customer A Profit/Loss	Customer B Profit/Loss
65	1000	1500
60	500	1000
55	0	500
50	-500	0

45	-500	-500
40	-500	-1000
35	-500	-1500

The most that Customer A can lose is $500, the option premium. Customer A breaks even at $55 per share, and makes money at higher prices. Customer B may lose more than his initial margin deposit. Unlike the options premium, the margin on a futures contract is not a cost but a performance bond. The losses for Customer B are not limited by this performance bond. Rather, the losses or gains are determined by the settlement price of the contract, as provided in the example above. Note that if the price of XYZ falls to $35 per share, Customer A loses only $500, whereas Customer B loses $1500.

2.6. Components of a Security Futures Contract

Each regulated exchange can choose the terms of the security futures contracts it lists, and those terms may differ from exchange to exchange or contract to contract. Some of those contract terms are discussed below. However, you should ask your broker for a copy of the contract specifications before trading a particular contract.

2.6.1. Each security futures contract has a set size. The size of a security futures contract is determined by the regulated exchange on which the contract trades. For example, a security futures contract for a single stock may be based on 100 shares of that stock. If prices are reported per share, the value of the contract would be the price times 100. For narrow-based security indices, the value of the contract is the price of the component securities times the multiplier set by the exchange as part of the contract terms.

2.6.2. Security futures contracts expire at set times determined by the listing exchange. For example, a particular contract may expire on a particular day, e.g., the third Friday of the expiration month. Up until expiration, you may liquidate an open position by offsetting your contract with a fungible opposite contract that expires in the same month. If you do not liquidate an open position before it expires, you will be required to make or take delivery of the underlying security or to settle the contract in cash after expiration.

2.6.3. Although security futures contracts on a particular security or a narrow-based security index may be listed and traded on more than one regulated exchange, the contract specifications may not be the same. Also, prices for contracts on the same security or index may vary on different regulated exchanges because of different contract specifications.

2.6.4. Prices of security futures contracts are usually quoted the same way prices are quoted in the underlying instrument. For example, a contract for an individual security would be quoted in dollars and cents per share. Contracts for indices would be quoted by an index number, usually stated to two decimal places.

2.6.5. Each security futures contract has a minimum price fluctuation (called a tick), which may differ from product to product or exchange to exchange. For example, if a particular security futures contract has a tick size of 1¢, you can buy the contract at $23.21 or $23.22 but not at $23.215.

2.7. Trading Halts

The value of your positions in security futures contracts could be affected if trading is halted in either the security futures contract or the underlying security. In certain circumstances, regulated exchanges are required by law to halt trading in security futures contracts. For example, trading on a particular security futures contract must be halted if trading is halted on the listed market for the underlying security as a result of pending news, regulatory concerns, or market volatility. Similarly, trading of a security futures contract on a narrow-based security index must be halted under such circumstances if trading is halted on securities accounting for at least 50 percent of the market capitalization of the index. In addition, regulated exchanges are required to halt trading in all security futures contracts for a specified period of time when the S&P 500 Index experiences one-day declines of seven-, 13- and 20- percent. The regulated exchanges may also have discretion under their rules to halt trading in other circumstances – such as when the exchange determines that the halt would be advisable in maintaining a fair and orderly market.

A trading halt, either by a regulated exchange that trades security futures or an exchange trading the underlying security or instrument, could prevent you from liquidating a position in security futures contracts in a timely manner, which could prevent you from liquidating a position in security futures contracts at that time.

2.8. Trading Hours

Each regulated exchange trading a security futures contract may open and close for trading at different times than other regulated exchanges trading security futures contracts or markets trading the underlying security or securities. Trading in security futures contracts prior to the opening or after the close of the primary market for the underlying security may be less liquid than trading during regular market hours.

Section 3 – Clearing Organizations and Mark-to-Market Requirements

Every regulated U.S. exchange that trades security futures contracts is required to have a relationship with a clearing organization that serves as the guarantor of each security futures contract traded on that exchange. A clearing organization performs the following functions: matching trades; effecting settlement and payments; guaranteeing performance; and facilitating deliveries.

Throughout each trading day, the clearing organization matches trade data submitted by clearing members on behalf of their customers or for the clearing member's proprietary accounts. If an account is with a brokerage firm that is not a member of the clearing organization, then the brokerage firm will carry the security futures position with another brokerage firm that is a member of the clearing organization. Trade records that do not match, either because of a discrepancy in the details or because one side of the transaction is missing, are returned to the submitting clearing members for resolution. The members are required to resolve such "out trades" before or on the open of trading the next morning.

When the required details of a reported transaction have been verified, the clearing organization assumes the legal and financial obligations of the parties to the transaction. One way to think of the role of the clearing organization is that it is the "buyer to every seller and the seller to every buyer." The insertion or substitution of the clearing organization as the counterparty to every transaction enables a customer to liquidate a security futures position without regard to what the other party to the original security futures contract decides to do.

The clearing organization also effects the settlement of gains and losses from security futures contracts between clearing members. At least once each day, clearing member brokerage firms must either pay to, or receive from, the clearing organization the difference between the current price and the trade price earlier in the day, or for a position carried over from the previous day, the difference between the current price and the previous day's settlement price. Whether a clearing organization effects settlement of gains and losses on a daily basis or more frequently will depend on the conventions of the clearing organization and market conditions. Because the clearing organization assumes the legal and financial obligations for each security futures contract, you should expect it to ensure that payments are made promptly to protect its obligations.

Gains and losses in security futures contracts are also reflected in each customer's account on at least a daily basis. Each day's gains and losses are determined based on a daily settlement price disseminated by the regulated exchange trading the security futures contract or its clearing organization. If the daily settlement price of a particular security futures contract rises, the buyer has a gain and the seller a loss. If the daily settlement price declines, the buyer has a loss and the seller a gain. This process is known as "marking-to-market" or daily settlement. As a result, individual customers normally will be called on to settle daily.

The one-day gain or loss on a security futures contract is determined by calculating the difference between the current day's settlement price and the previous day's settlement price.

For example, assume a security futures contract is purchased at a price of $120. If the daily settlement price is either $125 (higher) or $117 (lower), the effects would be as follows:

(1 contract representing 100 shares)

Daily Settlement Value	Buyer's Account	Seller's Account
$125	$500 gain (credit)	$500 loss (debit)
$117	$300 loss (debit)	$300 gain (credit)

The cumulative gain or loss on a customer's open security futures positions is generally referred to as "open trade equity" and is listed as a separate component of account equity on your customer account statement.

A discussion of the role of the clearing organization in effecting delivery is discussed in Section 5.

Section 4 – Margin and Leverage

When a broker-dealer lends a customer part of the funds needed to purchase a security such as common stock, the term “margin” refers to the amount of cash, or down payment, the customer is required to deposit. By contrast, a security futures contract is an obligation and not an asset. A security futures contract has no value as collateral for a loan. Because of the potential for a loss as a result of the daily marked-to-market process, however, a margin deposit is required of each party to a security futures contract. This required margin deposit also is referred to as a “performance bond.”

In the first instance, margin requirements for security futures contracts are set by the exchange on which the contract is traded, subject to certain minimums set by law. The basic margin requirement is 20% of the current value of the security futures contract, although some strategies may have lower margin requirements. Requests for additional margin are known as “margin calls.” Both buyer and seller must individually deposit the required margin to their respective accounts.

It is important to understand that individual brokerage firms can, and in many cases do, require margin that is higher than the exchange requirements. Additionally, margin requirements may vary from brokerage firm to brokerage firm. Furthermore, a brokerage firm can increase its “house” margin requirements at any time without providing advance notice, and such increases could result in a margin call.

For example, some firms may require margin to be deposited the business day following the day of a deficiency, or some firms may even require deposit on the same day. Some firms may require margin to be on deposit in the account before they will accept an order for a security futures contract. Additionally, brokerage firms may have special requirements as to how margin calls are to be met, such as requiring a wire transfer from a bank, or deposit of a certified or cashier’s check. You should thoroughly read and understand the customer agreement with your brokerage firm before entering into any transactions in security futures contracts.

If through the daily cash settlement process, losses in the account of a security futures contract participant reduce the funds on deposit (or equity) below the maintenance margin level (or the firm’s higher “house” requirement), the brokerage firm will require that additional funds be deposited.

If additional margin is not deposited in accordance with the firm’s policies, the firm can liquidate your position in security futures contracts or sell assets in any of your accounts at the firm to cover the margin deficiency. You remain responsible for any shortfall in the account after such liquidations or sales. Unless provided otherwise in your customer agreement or by applicable law, you are not entitled to choose which futures contracts, other securities or other assets are liquidated or sold to meet a margin call or to obtain an extension of time to meet a margin call.

Brokerage firms generally reserve the right to liquidate a customer’s security futures contract positions or sell customer assets to meet a margin call at any time without contacting the customer. Brokerage firms may also enter into equivalent but opposite positions for your account in order to manage the risk created by a margin call. Some customers mistakenly

believe that a firm is required to contact them for a margin call to be valid, and that the firm is not allowed to liquidate securities or other assets in their accounts to meet a margin call unless the firm has contacted them first. This is not the case. While most firms notify their customers of margin calls and allow some time for deposit of additional margin, they are not required to do so. Even if a firm has notified a customer of a margin call and set a specific due date for a margin deposit, the firm can still take action as necessary to protect its financial interests, including the immediate liquidation of positions without advance notification to the customer.

Here is an example of the margin requirements for a long security futures position.

A customer buys 3 July EJG security futures at 71.50. Assuming each contract represents 100 shares, the nominal value of the position is $21,450 (71.50 x 3 contracts x 100 shares). If the initial margin rate is 20% of the nominal value, then the customer's initial margin requirement would be $4,290. The customer deposits the initial margin, bringing the equity in the account to $4,290.

First, assume that the next day the settlement price of EJG security futures falls to 69.25. The marked-to-market loss in the customer's equity is $675 (71.50 – 69.25 x 3 contacts x 100 shares). The customer's equity decreases to $3,615 ($4,290 – $675). The new nominal value of the contract is $20,775 (69.25 x 3 contracts x 100 shares). If the maintenance margin rate is 20% of the nominal value, then the customer's maintenance margin requirement would be $4,155. Because the customer's equity had decreased to $3,615 (see above), the customer would be required to have an additional $540 in margin ($4,155 – $3,615).

Alternatively, assume that the next day the settlement price of EJG security futures rises to 75.00. The mark-to-market gain in the customer's equity is $1,050 (75.00 – 71.50 x 3 contacts x 100 shares). The customer's equity increases to $5,340 ($4,290 + $1,050). The new nominal value of the contract is $22,500 (75.00 x 3 contracts x 100 shares). If the maintenance margin rate is 20% of the nominal value, then the customer's maintenance margin requirement would be $4,500. Because the customer's equity had increased to $5,340 (see above), the customer's excess equity would be $840.

The process is exactly the same for a short position, except that margin calls are generated as the settlement price rises rather than as it falls. This is because the customer's equity decreases as the settlement price rises and increases as the settlement price falls.

Because the margin deposit required to open a security futures position is a fraction of the nominal value of the contracts being purchased or sold, security futures contracts are said to be highly leveraged. The smaller the margin requirement in relation to the underlying value of the security futures contract, the greater the leverage. Leverage allows exposure to a given quantity of an underlying asset for a fraction of the investment needed to purchase that quantity outright. In sum, buying (or selling) a security futures contract provides the same dollar and cents profit and loss outcomes as owning (or shorting) the underlying security. However, as a percentage of the margin deposit, the potential immediate exposure to profit or loss is much higher with a security futures contract than with the underlying security.

For example, if a security futures contract is established at a price of $50, the contract has a nominal value of $5,000 (assuming the contract is for 100 shares of stock). The margin

requirement may be as low as 20%. In the example just used, assume the contract price rises from $50 to $52 (a $200 increase in the nominal value). This represents a $200 profit to the buyer of the security futures contract, and a 20% return on the $1,000 deposited as margin. The reverse would be true if the contract price decreased from $50 to $48. This represents a $200 loss to the buyer, or 20% of the $1,000 deposited as margin. Thus, leverage can either benefit or harm an investor.

Note that a 4% decrease in the value of the contract resulted in a loss of 20% of the margin deposited. A 20% decrease would wipe out 100% of the margin deposited on the security futures contract.

Section 5 – Settlement

If you do not liquidate your position prior to the end of trading on the last day before the expiration of the security futures contract, you are obligated to either 1) make or accept a cash payment ("cash settlement") or 2) deliver or accept delivery of the underlying securities in exchange for final payment of the final settlement price ("physical delivery"). The terms of the contract dictate whether it is settled through cash settlement or by physical delivery.

The expiration of a security futures contract is established by the exchange on which the contract is listed. On the expiration day, security futures contracts cease to exist. Typically, the last trading day of a security futures contract will be the third Friday of the expiring contract month, and the expiration day will be the following Saturday. This follows the expiration conventions for stock options and broad-based stock indexes. Please keep in mind that the expiration day is set by the listing exchange and may deviate from these norms.

5.1. Cash settlement

In the case of cash settlement, no actual securities are delivered at the expiration of the security futures contract. Instead, you must settle any open positions in security futures by making or receiving a cash payment based on the difference between the final settlement price and the previous day's settlement price. Under normal circumstances, the final settlement price for a cash-settled contract will reflect the opening price for the underlying security. Once this payment is made, neither the buyer nor the seller of the security futures contract has any further obligations on the contract.

5.2. Settlement by physical delivery

Settlement by physical delivery is carried out by clearing brokers or their agents with National Securities Clearing Corporation (NSCC), an SEC-regulated securities clearing agency. Such settlements are made in much the same way as they are for purchases and sales of the underlying security. Promptly after the last day of trading, the regulated exchange's clearing organization will report a purchase and sale of the underlying stock at the previous day's settlement price (also referred to as the "invoice price") to NSCC. In general, if NSCC does not reject the transaction by a time specified in its rules, settlement is effected pursuant to the rules of the exchange and NSCC's Rules and Procedures within the normal clearance and settlement cycle for securities transactions, which currently is two business days. However, settlement may be effected on a shorter timeframe based on the rules of the exchange and subject to NSCC's Rules and Procedures.

If you hold a short position in a physically settled security futures contract to expiration, you will be required to make delivery of the underlying securities. If you already own the securities, you may tender them to your brokerage firm. If you do not own the securities, you will be obligated to purchase them. Some brokerage firms may not be able to purchase the securities for you. If your brokerage firm cannot purchase the underlying securities on your behalf to fulfill a settlement obligation, you will have to purchase the securities through a different firm.

Section 6 – Customer Account Protections

Positions in security futures contracts may be held either in a securities account or in a futures account. Your brokerage firm may or may not permit you to choose the types of account in which your positions in security futures contracts will be held. The protections for funds deposited or earned by customers in connection with trading in security futures contracts differ depending on whether the positions are carried in a securities account or a futures account. If your positions are carried in a securities account, you will not receive the protections available for futures accounts. Similarly, if your positions are carried in a futures account, you will not receive the protections available for securities accounts. You should ask your broker which of these protections will apply to your funds.

You should be aware that the regulatory protections applicable to your account are not intended to insure you against losses you may incur as a result of a decline or increase in the price of a security futures contract. As with all financial products, you are solely responsible for any market losses in your account.

Your brokerage firm must tell you whether your security futures positions will be held in a securities account or a futures account. If your brokerage firm gives you a choice, it must tell you what you have to do to make the choice and which type of account will be used if you fail to do so. You should understand that certain regulatory protections for your account will depend on whether it is a securities account or a futures account.

6.1. Protections for Securities Accounts

If your positions in security futures contracts are carried in a securities account, they are covered by SEC rules governing the safeguarding of customer funds and securities. These rules prohibit a broker-dealer from using customer funds and securities to finance its business. As a result, the broker-dealer is required to set aside funds equal to the net of all its excess payables to customers over receivables from customers. The rules also require a broker-dealer to segregate all customer fully paid and excess margin securities carried by the broker-dealer for customers.

The Securities Investor Protection Corporation (SIPC) also covers positions held in securities accounts. SIPC was created in 1970 as a non-profit, non-government, membership corporation, funded by member broker-dealers. Its primary role is to return funds and securities to customers if the broker-dealer holding these assets becomes insolvent. SIPC coverage applies to customers of current (and in some cases former) SIPC members. Most broker-dealers registered with the SEC are SIPC members; those few that are not must disclose this fact to their customers. SIPC members must display an official sign showing their membership. To check whether a firm is a SIPC member, go to www.sipc.org, call the SIPC Membership Department at (202) 371-8300, or write to SIPC Membership Department, Securities Investor Protection Corporation, 1667 K Street NW, Suite 1000, Washington, DC 20006-1620.

SIPC coverage is limited to $500,000 per customer, including up to $250,000 for cash. For example, if a customer has 1,000 shares of XYZ stock valued at $200,000 and $10,000 cash in the account, both the security and the cash balance would be protected. However, if the customer has shares of stock valued at $500,000 and $250,000 in cash, only a total of $500,000 of those assets will be protected.

For purposes of SIPC coverage, customers are persons who have securities or cash on deposit with a SIPC member for the purpose of, or as a result of, securities transactions. SIPC does not protect customer funds placed with a broker-dealer just to earn interest. Insiders of the broker-dealer, such as its owners, officers, and partners, are not customers for purposes of SIPC coverage.

6.2. Protections for Futures Accounts

If your security futures positions are carried in a futures account, they must be segregated from the brokerage firm's own funds and cannot be borrowed or otherwise used for the firm’s own purposes. If the funds are deposited with another entity (e.g., a bank, clearing broker, or clearing organization), that entity must acknowledge that the funds belong to customers and cannot be used to satisfy the firm’s debts. Moreover, although a brokerage firm may carry funds belonging to different customers in the same bank or clearing account, it may not use the funds of one customer to margin or guarantee the transactions of another customer. As a result, the brokerage firm must add its own funds to its customers’ segregated funds to cover customer debits and deficits. Brokerage firms must calculate their segregation requirements daily.

You may not be able to recover the full amount of any funds in your account if the brokerage firm becomes insolvent and has insufficient funds to cover its obligations to all of its customers. However, customers with funds in segregation receive priority in bankruptcy proceedings. Furthermore, all customers whose funds are required to be segregated have the same priority in bankruptcy, and there is no ceiling on the amount of funds that must be segregated for or can be recovered by a particular customer.

Your brokerage firm is also required to separately maintain funds invested in security futures contracts traded on a foreign exchange. However, these funds may not receive the same protections once they are transferred to a foreign entity (e.g., a foreign broker, exchange or clearing organization) to satisfy margin requirements for those products. You should ask your broker about the bankruptcy protections available in the country where the foreign exchange (or other entity holding the funds) is located.

Section 7 – Special Risks for Day Traders

Certain traders who pursue a day trading strategy may seek to use security futures contracts as part of their trading activity. Whether day trading in security futures contracts or other securities, investors engaging in a day trading strategy face a number of risks.

Day trading in security futures contracts requires in-depth knowledge of the securities and futures markets and of trading techniques and strategies. In attempting to profit through day trading, you will compete with professional traders who are knowledgeable and sophisticated in these markets. You should have appropriate experience before engaging in day trading.

Day trading in security futures contracts can result in substantial commission charges, even if the per trade cost is low. The more trades you make, the higher your total commissions will be. The total commissions you pay will add to your losses and reduce your profits. For instance, assuming that a round-turn trade costs $16 and you execute an average of 29 round-turn transactions per day each trading day, you would need to generate an annual profit of $111,360 just to cover your commission expenses.

Day trading can be extremely risky. Day trading generally is not appropriate for someone of limited resources and limited investment or trading experience and low risk tolerance. You should be prepared to lose all of the funds that you use for day trading. In particular, you should not fund day trading activities with funds that you cannot afford to lose.

Section 8 – Other

8.1. Corporate Events

As noted in Section 2.4, an equity security represents a fractional ownership interest in the issuer of that security. By contrast, the purchaser of a security futures contract has only a contract for future delivery of the underlying security. Treatment of dividends and other corporate events affecting the underlying security may be reflected in the security futures contract depending on the applicable clearing organization rules. Consequently, individuals should consider how dividends and other developments affecting security futures in which they transact will be handled by the relevant exchange and clearing organization. The specific adjustments to the terms of a security futures contract are governed by the rules of the applicable clearing organization. Below is a discussion of some of the more common types of adjustments that you may need to consider.

Corporate issuers occasionally announce stock splits. As a result of these splits, owners of the issuer's common stock may own more shares of the stock, or fewer shares in the case of a reverse stock split. The treatment of stock splits for persons owning a security futures contract may vary according to the terms of the security futures contract and the rules of the clearing organization. For example, the terms of the contract may provide for an adjustment in the number of contracts held by each party with a long or short position in a security future, or for an adjustment in the number of shares or units of the instrument underlying each contract, or both.

Corporate issuers also occasionally issue special dividends. A special dividend is an announced cash dividend payment outside the normal and customary practice of a corporation. The terms of a security futures contract may be adjusted for special dividends. The adjustments, if any, will be based upon the rules of the exchange and clearing organization. In general, there will be no adjustments for ordinary dividends as they are recognized as a normal and customary practice of an issuer and are already accounted for in the pricing of security futures. However, adjustments for ordinary dividends may be made for a specified class of security futures contracts based on the rules of the exchange and the clearing organization.

Corporate issuers occasionally may be involved in mergers and acquisitions. Such events may cause the underlying security of a security futures contact to change over the contract duration. The terms of security futures contracts may also be adjusted to reflect other corporate events affecting the underlying security.

8.2. Position Limits and Large Trader Reporting

All security futures contracts trading on regulated exchanges in the United States are subject to position limits or position accountability limits. Position limits restrict the number of security futures contracts that any one person or group of related persons may hold or control in a particular security futures contract. In contrast, position accountability limits permit the accumulation of positions in excess of the limit without a prior exemption. In general, position limits and position accountability limits are beyond the thresholds of most retail investors. Whether a security futures contract is subject to position limits, and the level for such limits, depends upon the trading activity and market capitalization of the underlying security of the security futures contract.

Position limits are required for security futures contracts on a security. Position limits also apply only to an expiring security futures contract during its last three trading days. A regulated exchange must establish a default position limit on a security futures contract that is no greater than 25,000 100-share contracts (or the equivalent if the contract size is different than 100 shares), either net or on the same side of the market, unless the underlying security exceeds 20 million shares of estimated deliverable supply, in which case the limit may be set at a level no greater than 12.5 percent of the estimated deliverable supply of the underlying security, either net or on the same side of the market.

For a security futures contract on a security with a six-month total trading volume of more than 2.5 billion shares and there are more than 40 million shares of estimated deliverable supply, a regulated exchange may adopt a position accountability rule in lieu of a position limit, either net or on the same side of the market. Under position accountability rules, a trader holding a position in a security futures contract that exceeds 25,000 100-share contracts (or the equivalent if the contract size is different than 100 shares) or such lower level specified under the rules of the exchange, must agree to provide information regarding the position and consent to halt increasing that position if requested by the exchange.

Brokerage firms must also report large open positions held by one person (or by several persons acting together) to the CFTC as well as to the exchange on which the positions are held. The CFTC's reporting requirements are 1,000 contracts for security futures positions on individual equity securities and 200 contracts for positions on a narrow-based index. However, individual exchanges may require the reporting of large open positions at levels less than the levels required by the CFTC. In addition, brokerage firms must submit identifying information on the account holding the reportable position (on a form referred to as either an "Identification of Special Accounts Form" or a "Form 102") to the CFTC and to the exchange on which the reportable position exists no later than the following business day when a reportable position is first established.

8.3. Transactions on Foreign Exchanges

U.S. customers may not trade security futures on foreign exchanges until authorized by U.S. regulatory authorities. U.S. regulatory authorities do not regulate the activities of foreign exchanges and may not, on their own, compel enforcement of the rules of a foreign exchange or the laws of a foreign country. While U.S. law governs transactions in security futures contracts that are effected in the U.S., regardless of the exchange on which the contracts are listed, the laws and rules governing transactions on foreign exchanges vary depending on the country in which the exchange is located.

8.4. Tax Consequences

For most taxpayers, security futures contracts are not treated like other futures contracts. Instead, the tax consequences of a security futures transaction depend on the status of the taxpayer and the type of position (e.g., long or short, covered or uncovered). Because of the importance of tax considerations to transactions in security futures, readers should consult their tax advisors as to the tax consequences of these transactions.

Section 9 – Glossary of Terms

This glossary is intended to assist customers in understanding specialized terms used in the futures and securities industries. It is not inclusive and is not intended to state or suggest the legal significance or meaning of any word or term.

Arbitrage – taking an economically opposite position in a security futures contract on another exchange, in an options contract, or in the underlying security.

Broad-based security index – a security index that does not fall within the statutory definition of a narrow-based security index (see Narrow-based security index). A future on a broad-based security index is not a security future. This risk disclosure statement applies solely to security futures and generally does not pertain to futures on a broad-based security index. Futures on a broad-based security index are under exclusive jurisdiction of the CFTC.

Cash settlement – a method of settling certain futures contracts by having the buyer (or long) pay the seller (or short) the cash value of the contract according to a procedure set by the exchange.

Clearing broker – a member of the clearing organization for the contract being traded. All trades, and the daily profits or losses from those trades, must go through a clearing broker.

Clearing organization – a regulated entity that is responsible for settling trades, collecting losses and distributing profits, and handling deliveries.

Contract – 1) the unit of trading for a particular futures contract (e.g., one contract may be 100 shares of the underlying security), 2) the type of future being traded (e.g., futures on ABC stock).

Contract month – the last month in which delivery is made against the futures contract or the contract is cash-settled. Sometimes referred to as the delivery month.

Day trading strategy – an overall trading strategy characterized by the regular transmission by a customer of intra-day orders to effect both purchase and sale transactions in the same security or securities.

EDGAR – the SEC's Electronic Data Gathering, Analysis, and Retrieval system maintains electronic copies of corporate information filed with the agency. EDGAR submissions may be accessed through the SEC's Web site, www.sec.gov.

Futures contract – a futures contract is (1) an agreement to purchase or sell a commodity for delivery in the future; (2) at a price determined at initiation of the contract; (3) that obligates each party to the contract to fulfill it at the specified price; (4) that is used to assume or shift risk; and (5) that may be satisfied by delivery or offset.

Hedging – the purchase or sale of a security future to reduce or offset the risk of a position in the underlying security or group of securities (or a close economic equivalent).

Illiquid market – a market (or contract) with few buyers and/or sellers. Illiquid markets have little trading activity and those trades that do occur may be done at large price increments.

Liquidation – entering into an offsetting transaction. Selling a contract that was previously purchased liquidates a futures position in exactly the same way that selling 100 shares of a particular stock liquidates an earlier purchase of the same stock. Similarly, a futures contract that was initially sold can be liquidated by an offsetting purchase.

Liquid market – a market (or contract) with numerous buyers and sellers trading at small price increments.

Long – 1) the buying side of an open futures contact, 2) a person who has bought futures contracts that are still open.

Margin – the amount of money that must be deposited by both buyers and sellers to ensure performance of the person's obligations under a futures contract. Margin on security futures contracts is a performance bond rather than a down payment for the underlying securities.

Mark-to-market – to debit or credit accounts daily to reflect that day's profits and losses.

Narrow-based security index – in general, and subject to certain exclusions, an index that has any one of the following four characteristics: (1) it has nine or fewer component securities; (2) any one of its component securities comprises more than 30% of its weighting; (3) the five highest weighted component securities together comprise more than 60% of its weighting; or (4) the lowest weighted component securities comprising, in the aggregate, 25% of the index's weighting have an aggregate dollar value of average daily trading volume of less than $50 million (or in the case of an index with 15 or more component securities, $30 million). A security index that is not narrow-based is a "broad based security index." (See Broad-based security index).

Nominal value – the face value of the futures contract, obtained by multiplying the contract price by the number of shares or units per contract. If XYZ stock index futures are trading at $50.25 and the contract is for 100 shares of XYZ stock, the nominal value of the futures contract would be $5025.00.

Offsetting – liquidating open positions by either selling fungible contracts in the same contract month as an open long position or buying fungible contracts in the same contract month as an open short position.

Open interest – the total number of open long (or short) contracts in a particular contract month.

Open position – a futures contract position that has neither been offset nor closed by cash settlement or physical delivery.

Performance bond – another way to describe margin payments for futures contracts, which are good faith deposits to ensure performance of a person's obligations under a futures contract rather than down payments for the underlying securities.

Physical delivery – the tender and receipt of the actual security underlying the security futures contract in exchange for payment of the final settlement price.

Position – a person's net long or short open contracts.

Regulated exchange – a registered national securities exchange, a national securities association registered under Section 15A(a) of the Securities Exchange Act of 1934, a designated contract market, a registered derivatives transaction execution facility, or an alternative trading system registered as a broker or dealer.

Security futures contract – a legally binding agreement between two parties to purchase or sell in the future a specific quantify of shares of a security (such as common stock, an exchange-traded fund, or ADR) or a narrow-based security index, at a specified price.

Settlement price – 1) the daily price that the clearing organization uses to mark open positions to market for determining profit and loss and margin calls, 2) the price at which open cash settlement contracts are settled on the last trading day and open physical delivery contracts are invoiced for delivery.

Short – 1) the selling side of an open futures contract, 2) a person who has sold futures contracts that are still open.

Speculating – buying and selling futures contracts with the hope of profiting from anticipated price movements.

Spread – 1) holding a long position in one futures contract and a short position in a related futures contract or contract month in order to profit from an anticipated change in the price relationship between the two, 2) the price difference between two contracts or contract months.

Stop limit order – an order that becomes a limit order when the market trades at a specified price. The order can only be filled at the stop limit price or better.

Stop loss order – an order that becomes a market order when the market trades at a specified price. The order will be filled at whatever price the market is trading at. Also called a stop order.

Tick – the smallest price change allowed in a particular contract.

Trader – a professional speculator who trades for his or her own account.

Underlying security – the instrument on which the security futures contract is based. This instrument can be an individual equity security (including common stock and certain exchange-traded funds and American Depositary Receipts) or a narrow-based index.

Volume – the number of contracts bought or sold during a specified period of time. This figure includes liquidating transactions.

Revised December 2002; December 2007; October 2010; April 2015; October 2018; and August 2020.

ADVANTAGE FUTURES

141 W. Jackson Blvd., Suite 3900
Chicago, IL 60604
312.800.7000
www.AdvantageFutures.com

ACKNOWLEDGEMENT OF ADVANTAGE FUTURES LLC FUTURES CLIENT DISCLOSURES AND NOTICES

(Please acknowledge receipt of each document in the Futures Client Disclosures and Notices Booklet.)

BY CHECKING I ACKNOWLEDGE BELOW, CLIENT HEREBY ACKNOWLEDGES ON BEHALF OF THE CORPORATE ENTITY TO HAVE RECEIVED AND UNDERSTANDS THE FOLLOWING RISK DISCLOSURE STATEMENTS PRESCRIBED BY THE CFTC AND OTHER RISK DISCLOSURES AND INFORMATION FURNISHED HEREWITHIN:

- Risk Disclosure Statement for Futures and Options
- CFTC Rule 1.55 Disclosure Document - Advantage Futures LLC
- Electronic Trading and Order Routing Systems Disclosure Statement
- Direct Order Transmittal Client Disclosure Statement
- Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.46 (e)(1)
- Privacy Notice
- Advantage Futures LLC Electronic Access Policy
- NFA Investor Advisory -Futures and Virtual Currencies Including Bitcoin
- CFTC Customer Advisory: Understanding the Risks of Virtual Currency Trading
- Electronic Trading Guidelines – Montreal Exchange
- Australian Securities and Investments Commission Notification
- Special Notice or Foreign Brokers and Foreign Traders (For non-US accounts only)
- Options Special Instructions Notice
- Non-Cash Collateral Disclosure
- Forecast Contract Risk Disclosure
- Risk Disclosure Statement for Security Futures Contracts

By checking the box "I ACKNOWLEDGE", I confirm that I have received the above disclosures and notices in the Advantage Futures LLC Futures Client Disclosures and Notices Booklet and understand all the above provided disclosures and notices.

☐ **I ACKNOWLEDGE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

ADVANTAGE FUTURES

ADVANTAGE FUTURES CLIENT AGREEMENT

In consideration of Advantage Futures LLC ("Advantage") accepting and maintaining for the undersigned Client ("Client") one or more accounts (collectively referred to as "the Account") and Advantage's agreement to act as broker for the Client for execution clearing, and/or carrying of transactions as Advantage agrees to accept for the purchase and sale of futures contracts, options on futures, foreign exchange transactions, physical or cash commodities, and exchange for physical ("EFP",) or any similar instruments which may be purchased, sold or cleared by or through a futures commission merchant (individually a "Contract" or collectively, "Contracts"). Client agrees to the terms and conditions as set forth below in this Futures Client Agreement ("Agreement"):

1. Applicable Rules and Regulations.

All transactions in the Account shall be subject to (a) the terms of this Agreement and all related agreements, (b) the laws, regulations, rules, and interpretations of any applicable governmental, regulatory, or self-regulatory authority, exchange, market, and any associated clearing organization on which such transactions are executed, cleared and/or carried, and (c) customs and usages of trade (all of the foregoing, as in force from time to time, collectively referred to as "rule or law").

If any term or provision of this Agreement is, or at any time becomes, inconsistent with any present or future rule or law or otherwise is invalid or unenforceable, the inconsistent term or provision shall be deemed amended or superseded to conform with such rule or law, but in all other respects this Agreement shall continue in full force and effect. None of Advantage, its Affiliates (as hereinafter defined), officers, directors, employees, delegates, or agents shall be liable to Client as a result of any action reasonably taken by Advantage, its Affiliates, officers, directors, employees, delegates, or agents to comply with such rule or law. Advantage's violation or alleged violation of any rule or law shall not provide Client in any legal, reparation, arbitration, or other proceeding with a defense to a claim by Advantage for money or other property due under this Agreement or a basis or a claim by Client that money or other property is due from Advantage. The term "Affiliates" shall mean all entities, present and future, which are controlling, controlled by, or under common control with Advantage, including but not limited to Advantage Securities LLC.

2. Payment Obligations of Client.

Client agrees to pay promptly to Advantage and Client authorizes Advantage to charge the Account (a) all customary brokerage charges, give-up fees, commissions, and service fees as Advantage may from time to time charge; (b) all exchange, clearing house, clearing member, National Futures Association ("NFA"), Securities and Exchange Commission ("SEC"), and applicable regulatory and self-regulatory fees or charges; and (c) any applicable tax imposed on transactions in Contracts. In addition,

Client agrees to pay to Advantage on demand (a) the amount of any trading losses in the Account; (b) any debit balance or deficiency in the Account; (c) interest on any debit balances or deficiencies in the Account at the rate customarily charged by Advantage, together with costs and reasonable attorneys' fees incurred in collecting any such debit balance or deficiency; (d) any fees or charges associated with a failure to deliver or failure to receive securities; and (e) any other amounts owed by Client to Advantage with respect to the Account or any transactions therein. All payments required to be made by Client shall be made by wire transfer (or by check if permitted by Advantage in its sole and absolute discretion) of immediately available funds only to the Account of Advantage as set forth in the instructions accompanying this Agreement. Client agrees when requested, whether by telephone or other communication to furnish to Advantage names of bank officers and information necessary to enable Advantage to confirm for immediate verification of such wire transfers.

3. Acknowledgment of Risks.

Client acknowledges trading in Contracts is a speculative activity involving leverage and rapidly fluctuating markets. Despite such risks, Client is willing and able to assume the financial risks and other exposures of trading in Contracts.

4. Risk of Loss; Limitation of Liability.

(a) All transactions effected for the Account and all fluctuations in the market prices of the Contracts carried in the Account are at Client's risk, and Client shall be solely liable therefore under all circumstances. Client represents, warrants, and acknowledges that Client is willing and financially able to sustain such losses, and the trading of Contracts is suitable for Client. Advantage is not responsible for the obligations of any person(s) with whom Client's transactions are effected, nor is Advantage responsible for the performance or non-performance by any contract market, exchange, trading system, clearing house, clearing firm, or other third party (including floor brokers and banks) in respect of any Contracts or other property of Client, or for delays in the transmission, delivery, or execution of Client's orders due to malfunctions of communications facilities or systems or other causes beyond Advantage's reasonable control or anticipation. Advantage is not responsible for the actions or non-actions of delegates selected by Advantage in good faith or appointed at the request of Client, whether such action and/or non-action amounts to negligence or inability on the part of the relevant delegate.

(b) Client consents to Advantage's use of automated systems or service bureaus in conjunction with the Account, including, but not limited to, automated order entry, order routing, and/or order execution; recordkeeping, reporting, and Account reconciliation; and risk management (collectivity, "Automated Systems"). Client understands the use of Automated Systems entails risks, including, but not limited to, interruption of service, system or communications failure, delays in service, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure"), could cause substantial damage, expense or liability to the Client.

ADVANTAGE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTION, DESIGN, FUNCTIONALITY, OPERATION, TITLE, OR NON-INFRINGEMENT OF ANY AUTOMATED SYSTEM, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, ADVANTAGE EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT ANY AUTOMATED SYSTEM WILL OPERATE UNINTERRUPTED OR BE ERROR-FREE.

EXCEPT AS PROVIDED IN THE RULES OF THE VARIOUS EXCHANGES, AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS UNDER SUCH RULES, NEITHER ADVANTAGE, ITS AFFILIATES, ANY THIRD PARTY PROVIDER OF AUTOMATED SYSTEMS, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, DELAGATES, OR AGENTS SHALL BE LIABLE TO ANY PERSON, INCLUDING BUT NOT LIMITED TO CLIENT, FOR ANY LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES), ARISING FROM (1) ANY FAILURE OR MALFUNCTION, INCLUDING BUT NOT LIMITED TO, ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE AUTOMATED SYSTEMS, OR SERVICES OR FACILITIES USED TO SUPPORT THE AUTOMATED SYSTEMS, REGARDLESS OF WHETHER SUCH ORDER(S) ARE ORIGINALLY INITIATED VERBALLY, ELECTRONICALLY, OR OTHERWISE, OR (2) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY, OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, REPAIR, USE OF, OR INABILITY TO USE, ALL OR ANY PART OF THE AUTOMATED SYSTEMS, OR ANY SERVICES OR FACILITIES USED TO SUPPORT THE AUTOMATED SYSTEMS. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR CAUSE OF ACTION ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

(c) In addition, Advantage and its officers, directors, employees, delegates, and agents will have no liability whatsoever for any claim of loss, cost, expense, damage, or liability of Client or any third person arising out of or relating to any System Failure, regardless of whether such claim is based on contract, tort, strict liability, or any other theory. Advantage and its officers, directors, employees, delegates, and agents are not responsible or liable for the actual or alleged insufficient exercise of care in selecting any sub-agents or in selecting, monitoring, or operating any Automated System, for any failure or delay in informing Client of any System Failure, or in taking action to prevent or correct any such System Failure. In no event will Advantage and their officers, directors, employees, delegates, or agents have any liability for any incidental, special, or consequential damages, including, but not limited to, loss of profits or loss of use, even if Advantage was aware of the likelihood of such damages. Advantage has no

responsibility to inform Client of (i) any decision to use, not use, or cease using any Automated System, (ii) the characteristics, functions, design, or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System.

5. Remedies.

In the event (a) Client dies or becomes incapacitated; (b) Advantage is unable to contact Client due to Client's unavailability or due to unforeseeable breakdown in communications systems or facilities; (c) Client terminates, dissolves, suspends its usual business, or any material portion thereof; (d) a petition for insolvency, bankruptcy, assignment for the benefit of creditors or receivership is filed by or against Client or Client is generally unable to pay debts as they become due (or Client admits such inability in writing); (e) the Account is attached; (f) Client fails to perform any material obligation under this Agreement; (g) Client fails to satisfy any margin call or debit balance in the Account; (h) Client fails to maintain margin as required by Advantage; (i) Client makes any representation to Advantage that is incorrect or misleading; or (j) Advantage in its sole and absolute discretion deems it necessary for its protection; Advantage shall have the right, in addition to any other remedy available at law or in equity, to (1) apply any Collateral or sell any such Collateral and apply the proceeds therefrom toward amounts payable by Client hereunder; (2) cover or liquidate any position or risk Client may have with Advantage including but not limited to whole or partial liquidations of the Account, buying and/or selling of any property, establishing new positions, exercising of any option, or spread, straddle, hedging existing open positions; and/or (3) cancel any or all pending orders and refuse to accept new orders; all of the foregoing without liability on Advantage's part to the Client or any third party. The above remedies are solely for Advantage's protection and any non-resort or partial resort to those remedies shall not relieve Client of any of its obligations under this Agreement.

Client acknowledges that in the event that Client does not maintain margin as required by Advantage or that Client's Account has zero equity or is equity deficit at any time, Advantage has the right without prior notice to liquidate all or any part of the Client's positions or to purchase or sell contracts that Advantage, in its sole discretion, determines will reduce or offset any risk or positions in Client's Account, reduce margin requirements, or reduce any risk to Advantage.

6. Margin Requirements.

(a) Client will maintain at all times sufficient equity to meet margins and premiums for the Account as required by Advantage. Margin requirements may be greater than exchange and clearing house requirements and Advantage has no obligation to apply uniform margin requirements among Clients or products. Advantage may modify margin requirements for any or all Clients open or new positions at any time in Advantage's sole and absolute discretion. Client shall monitor his, her or its account so that at all times the account contains sufficient equity to meet Margin Requirements.

(b) Advantage has no obligation to notify Client of any failure to meet Margin Requirements before Advantage exercises its rights under this Agreement. Client agrees that Advantage is authorized to liquidate account positions or to establish positions that Advantage, in its sole discretion, determines will offset existing risks or positions or reduce margin in Client's account without prior notice.

(c) If Advantage does not, for any reason, liquidate under-margined positions, and issues a margin call, Client must satisfy such call immediately by depositing funds. Client acknowledges that even if a call is issued, Advantage still may liquidate positions at any time.

(d) Margin deposits shall be made by wire transfer (or by check if permitted by Advantage in its sole and absolute discretion) of immediately available funds and shall be deemed made when received by Advantage. Advantage's failure at any time to request a deposit of margin shall not constitute a waiver of Advantage's rights to do so at any time thereafter, nor shall it create any liability of Advantage to Client.

7. Market Information and Recommendations.

Any trading recommendation or market information furnished to Client by Advantage is incidental to the conduct of Advantage's business as a futures commission merchant and shall not serve as the primary basis for Client's trading decisions. Client acknowledges any recommendations or market information provided by Advantage, its officers, directors, employees, delegates, or agents, while based upon information from sources Advantage believes to be reliable, may be incomplete, inaccurate, or unverified and Advantage makes no representation, warranty, or guarantee as to the accuracy of any such information. Client acknowledges recommendations given to Client at any given time may be different from recommendations given to other Clients of Advantage and such recommendations may not be consistent with the recommendations or positions of Advantage, or any of its Affiliates, officers, directors, employees, delegates, and agents. Advantage shall have no responsibility or liability hereunder as a result of any suggestion, prediction, recommendation, or advice made or given by a representative of Advantage whether or not given at the request of Client. Any instruction given by Client or trading decision made by Client is based upon Client's own independent and informed decision and not in reliance on any recommendations, advice, or statement made by any Advantage officers, directors, employees, delegates, or agents. Client recognizes and acknowledges guarantees of profits or limitations of loss are impossible, and further confirms Client has not received any guarantee from Advantage or others, and if such assertions have been made, Client is not entering into this Agreement in reliance on any such guarantees.

8. Recording.

Client consents to the recording of conversations between Client and Advantage, its officers, directors, employees, delegates, or agents. Recordings may be made by Advantage, with or without the use of an automatic tone-warning device, or other

notification. Advantage is not required to make or retain such recordings, and Client irrevocably consents to such recordings and to Advantage's use of such recordings in any proceeding or as Advantage otherwise deems appropriate.

9. Foreign Currency.

If any transaction for the Account is effected on any exchange or in any market on which transactions are settled in a foreign currency (a) any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States dollar shall be entirely for the Account and Client's risk; (b) all initial and subsequent margin deposits required or requested by Advantage shall be in United States dollars or, if requested by Advantage, in the currency required by the applicable exchange or clearing house; and (c) Advantage is authorized to convert funds in the Account into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which Advantage normally conducts business.

10. Interest.

Advantage shall be under no obligation to pay or account to Client for any interest income or benefits derived from the investment of Client funds.

11. Security Agreement.

(a) Client hereby grants to Advantage a first priority perfected security interest in, and right of set-off against, all property of Client in the Account or otherwise held by or for Advantage or any of its Affiliates, including without limitation Contracts, cash, government securities, other securities, warehouse receipts, and commodities represented by such receipts, and other property (each or collectively referred to as "Collateral"), and the proceeds thereof, and all obligations, whether or not due, which are held, carried, or maintained by Advantage or its Affiliates or in the possession or control of Advantage or its Affiliates or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against Advantage or its Affiliates as security for the performance of all Client's obligations to Advantage or its Affiliates. Client acknowledges Advantage and its Affiliates act as agents for each other in respect of the assets subject to the security interest as described above. Advantage may, in its discretion and without notice to or consent from Client, deduct any amounts from the Account and apply or transfer any of Client's Collateral interchangeably between the Account and any of Client's accounts with Advantage's Affiliates, each of which constitutes unconditional security for all obligations of Client. For purposes of Articles 8 and 9 of the Illinois Uniform Commercial Code ("UCC"), Client agrees that to the extent that it is effecting transactions in government securities, Advantage is acting as Client's securities intermediary and Client's account is a Securities Account. Further, to the extent that Client has any control with respect to any assets held by Advantage, upon the occurrence of an Event of Default (as defined below), Client shall no longer have any control over such assets. Advantage and Client agree that all such assets credited to any securities account

maintained on the books of Advantage shall be treated as a financial asset for purposes of the UCC.

(b) Client further agrees Advantage may, in its discretion at any time and from time to time, verbally or in writing require Client to deliver Collateral to margin and secure Client's performance of any obligation(s) to Advantage. Such Collateral shall be delivered, within 24 hours of request or such shorter time as may be specified by Advantage, in such amount and form and to such Account or recipient as Advantage shall specify. If delivery of Collateral is not made within 24 hours, Client shall pay a fee on the unpaid indebtedness at a rate customarily charged by Advantage plus service charges and all costs of collection, including without limitation reasonable attorneys' fees. Client hereby grants Advantage the right to borrow, pledge, repledge, hypothecate, rehypothecate, loan, or invest any of the Collateral, including utilizing the Collateral to purchase United States Government Treasury obligations pursuant to repurchase agreements or reverse repurchase agreements with any party, in each case without notice to Client, and without any obligation to pay or account to Client for any interest, income or benefit that may be derived therefrom except as may be separately agreed in writing. The rights of Advantage set forth above shall be qualified and subject to any applicable requirements for segregation of Client's property under applicable rules or laws.

12. Trading Authorization.

Advantage is authorized to purchase and sell Contracts for the Account in accordance with Client's oral, written, or electronic instructions. Advantage also is authorized, in its discretion, to delegate execution, clearance, and/or settlement of orders or positions in Contracts to such persons as Advantage in good faith deems appropriate, including designated contract markets, brokers, clearing and non-clearing members, and floor brokers, whether or not affiliated or related to Advantage (each, a "delegate," and collectively, the "delegates"). Client understands if it wishes to transmit order instructions electronically, it will comply with Advantage's Electronic Access Policy.

13. User Name and Password Security.

Client acknowledges responsibility of maintaining the security and confidentiality of any user names and passwords provided by Advantage allowing access to trading platforms or other online services. Any unauthorized use of user name and password or unauthorized user access to trading platform or other online services should be reported immediately to Advantage. Client remains responsible for all transactions entered using the Client's user name and password.

14. Sales.

Any sales of Collateral made pursuant to Sections 5 or 11 hereof may be made according to Advantage's good faith judgment and at its commercially reasonable discretion, on or subject to the rules of the exchange or any other market where such business usually is transacted, or at public or private sale, without advertising the same,

including, without limitation, through exchange for physical ("EFP") transactions. For purposes of this paragraph, Client expressly authorizes Advantage to act as broker for Client or as principal opposite Client with respect to such EFP transactions and to execute such physical commodity transactions and documents on behalf of Client as may be necessary to effect such EFP transactions. Client recognizes such EFP transactions are not competitively executed by open outcry on an exchange, but will be executed at the market price then available to Advantage. In the event Advantage's position would not be jeopardized thereby, Advantage will make reasonable efforts to notify Client prior to taking any such actions. At any sale, Advantage may purchase the whole or any part thereof free from any right of redemption, and Client shall remain liable for and shall promptly pay Advantage the amount of any deficiency. Client understands a prior tender, demand or call of any kind from Advantage, or prior notice from Advantage of the time and place of such sale, shall not be considered a waiver of Advantage's right to sell any Financial Instrument or other Collateral. Failure to act in such circumstances will not constitute a waiver of Advantage's right to do so at any time thereafter, nor shall it impose any liability on Advantage nor create a defense for Client to any liability to Advantage.

15. Trading Limitations.

Client agrees Advantage may, in its sole and absolute discretion, refuse to accept or execute any order from Client, including, but not limited to, in the event Advantage believes the acceptance or execution of Client's order would be in contravention of any rule or law. In addition, Advantage may at any time, in its sole and absolute discretion, limit the number or types of positions Client may maintain or acquire through Advantage, and Client agrees not to exceed such limits. Advantage is under no obligation to effect any transaction for the Account that would create positions in those accounts in excess of the limit Advantage has set. If Client exceeds position limits imposed by Advantage, the Commodity Futures Trading Commission ("CFTC"), or a commodity exchange, Advantage shall have the right to liquidate positions in excess of the applicable position limit. In addition, Advantage shall have the right to liquidate Client's positions in government securities at any time without notice to Client.

16. Liquidation Instructions for Expiring Futures Contracts.

Client shall provide Advantage with liquidating instructions on open futures positions maturing in a current month five (5) business days prior to the last trading day or alternatively, Client shall provide to Advantage sufficient funds to take delivery or necessary delivery documents by such deadline. Unless Client provides such instructions, funds or documents to Advantage by such deadline, Advantage may at any time during the five (5) day period prior to expiration and without notice, liquidate Client's position or make or receive delivery on Client's behalf upon such terms and conditions as Advantage deems advisable, and neither Advantage's actions nor its timing shall impose any liability on Advantage or create a defense for Client to any liability of Client. If Advantage elects to make delivery on Client's behalf, Client authorizes Advantage, in its sole discretion, to borrow or purchase and execute and deliver the necessary delivery documents, and to guarantee and hold Advantage

harmless against any costs, losses, damages, or premiums it may incur in making such delivery or may sustain from its inability to borrow or purchase the delivery documents. In the event Advantage takes delivery of any property for the Account, Client agrees to pay all delivery, storage, insurance, interest, and related charges, and to guarantee and hold Advantage harmless against any loss Advantage may suffer, directly or indirectly, from a decline in the value of such property. Client expressly acknowledges that in volatile markets the making or accepting of delivery may involve a higher degree of risk than liquidating a position by offset.

17. Options Provisions.

With respect to short options positions, Client understands that some short option positions are subject to assignment at any time, including positions established on the same day exercises are assigned, and Advantage randomly allocates exercise notices among clients with short positions that are subject to exercise. With respect to long options positions, Client understands and acknowledges the exchanges and clearing houses have established certain deadlines for the tender of exercise notices or delivery instructions, that Advantage may establish earlier deadlines, and Client's option positions may be automatically exercised or become worthless if Client does not tender exercise notice or delivery instructions by the designated deadlines.

18. Notices and Communications.

Client shall make all payments, except with regard to wire transfers discussed in Section 6, and deliver all notices and any other communications to the offices of Advantage Futures LLC at 141 W. Jackson Blvd., Suite 3900, Chicago, Illinois 60604. All communications from Advantage to Client will be sent to Client at the electronic mail ("email") address provided by Client on the Client Account Application form or to such other mail address as Client hereafter directs in writing. Notices to the email on file will assume to be effective unless client provides written notification of new email.

Confirmations of trades, statements of Account, and any other notices sent to Client shall be binding on Client for all purposes, unless Client calls any such error to Advantage's attention (a) in the case of oral reports of executions, at the time received by Client or its agent, and (b) in the case of a written report (whether transmitted by mail, electronic mail, messenger, or otherwise), prior to opening of trading on the next business day following receipt of the report.

Client consents to delivery of required or optional reports by email, web site, or other electronic means, subject to compliance with any applicable law. Documents delivered electronically are deemed to be "in writing".

Margin calls shall be deemed conclusively correct if not objected to by Client by notice to Advantage in writing, within 24 hours of delivery of such margin call. None of these provisions, however, will prevent Advantage upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected and the Account will be credited or debited so it is in the same position

it would have been in if the error had not occurred, it being understood in no event shall Advantage be liable for any consequential or incidental damages arising out of such error. Whenever a correction is made, Advantage will promptly make written notification to Client. Notices by electronic communication will be considered “in writing.” All communications sent to Client by Advantage to such address, whether by mail, telephone, facsimile, electronic mail, messenger, or otherwise, shall be deemed given to Client personally whether or not actually received by Client, and Client hereby waives all claims resulting from failure to receive such communications. In the event there is a disruption in the ability of Advantage to transmit to Client any communication electronic mail, Advantage reserves the right to transmit such communications by any means it deems reasonably appropriate, including by mail or overnight courier.

19. Client Documents.

Client represents that the information on the Client Application Form is true and complete and the representations in this Agreement and any applicable ancillary documents are accurate and that Advantage and its agents are entitled to rely on such information and representations for all purposes, unless Advantage receives notice in writing of any change. Communications delivered electronically, by email or upload, are deemed “in writing”. Client shall promptly notify Advantage of any material change in such information or representations. To the extent certain ancillary documents are applicable, executed and delivered in connection with this Agreement; any or all such ancillary documents are incorporated herein by reference. In the event any term or provision of any of such ancillary documents should conflict with any term or provision of this Agreement, the terms and provisions of this Agreement, shall control and prevail. Advantage may store and retain account documents electronically and such stored documents represent true and genuine records.

20. Joint Accounts.

Joint account holders each will have the authority, without notice to other joint account members, to issue instructions with respect to the account and generally deal with Advantage fully and completely without consulting with other members of the joint account, including allowing each holder to buy or sell contracts, receive confirmations and correspondence about the account, and receive or dispose of money, securities or other assets in the account. Any Advantage notices to any joint account participant shall constitute notice to all holders of the joint account. Advantage is not responsible for inquiring or confirming instructions from a joint account participant with other individuals associated with the joint account.

In the event of the death of any Client having an interest in a joint account at Advantage, the survivor(s) shall give immediate written notice to Advantage. Before or after notice is given, Advantage may take actions as deemed advisable to protect Advantage against losses or liabilities related to the account. The estate(s) of a Client who has died shall be liable, and each survivor will be jointly and severally liable to Advantage for any debit balance or loss in the Account in any way resulting from the completion of transactions initiated prior to the receipt of the written notice of the death

of the decedent, or which occurred during liquidation of the Account of the interests of the respective parties.

21. Termination.

This Agreement may be terminated by either party at any time upon written notice to the other party. In the event of such notice, Client shall either close out open positions in the Account or arrange for such open positions to be transferred to another futures commission merchant. Upon satisfaction by Client of all Client's liabilities, Advantage shall transfer to another entity all Contracts, if any, then held for the Account, and shall transfer to Client or to another entity, as Client may instruct, all cash, securities, and other property held in the Account, whereupon this Agreement shall terminate. Termination of this Agreement and/or transfer of Contracts shall not relieve either party of any obligation in connection with any debit or credit balance or other liability or obligation incurred prior to such termination and/or transfer.

22. Representations.

Client represents and warrants (which representations and warranties shall remain in effect during the term of this Agreement) that: (a) if a natural person, Client is of legal age, under no legal incapacity, and is not restricted from entering into this Agreement and effecting purchases and sales of Contracts by virtue of employment or otherwise;
(b) if an entity, Client is duly organized and in good standing in the jurisdiction of its formation, and it may lawfully and is duly authorized and empowered to enter into this Agreement and to effect purchases and sales of Contracts; (c) this Agreement is binding on Client and enforceable against Client in accordance with its terms; (d) it is in compliance with any applicable registration requirements or exemptions therefrom under the Commodity Exchange Act and the Securities Exchange Act of 1934, the regulations of the CFTC and any applicable membership requirements of the NFA; (e) to the extent that it effects transactions in government securities hereunder, all such transactions shall be for the purpose of: (i) effecting delivery pursuant to a futures contract; or (ii) risk reduction or arbitrage of existing or contemporaneously created positions in futures contracts and/or options thereon; or (iii) exchange of futures for physical transactions where Advantage acts as principal or agent in connection therewith; (f) no one other than Client has an ownership interest in the Account with Advantage unless such other persons are disclosed in the Client Application Form; and
(g) Advantage is entitled to rely upon all actions taken and instructions given by any person with apparent authority to act on Client's behalf, and any person specifically designated to act on Client's behalf.

23. Special Provisions for Managed Accounts.

If the Account is being managed by a third party, Client acknowledges and agrees that Advantage is responsible only for the execution, clearing and/or carrying of transactions in the Account and Advantage has no responsibility or obligation regarding any conduct, action, representation, or statement of any such third party in connection with the Account or any transactions therein. In accordance with NFA Compliance Rule 2-8,

Client will deliver to Advantage a copy of such third party's written trading authorization or Client's acknowledgment of such authorization in a form acceptable to Advantage.

24. Client Information.

Client shall provide to Advantage such information regarding Client as Advantage may from time to time reasonably request. Client agrees to notify Advantage immediately but in no case not later than one business day following such change of any material adverse change in its financial condition. Advantage is authorized at any time to make inquiries, including with Client's banks or any credit agency, for purposes of verifying information contained on the Client Account Application Form or otherwise supplied to Advantage.

25. Privacy Notice.

Client acknowledges that Advantage is subject to all applicable regulations relating to the protection of data capable of identifying individuals under applicable privacy laws, including, where applicable, under the General Data Protection Regulation ("GDPR") and other UK and European privacy laws and applicable US privacy laws (the "Privacy Laws"). Client personal information shall be held and processed by the Advantage for the purposes of the administration and management of its businesses and for compliance with applicable procedures, laws and regulations (including Privacy Laws) as notified to Client in Privacy Notice in Futures Client Disclosures and Notices and as amended from time to time. The Privacy Notice shall not form part of this Client Agreement and may be amended at any time at the sole discretion of Advantage.

26. USA Patriot Notice.

Client acknowledges that Advantage is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA Patriot Act and its implementing regulations, pursuant to which Advantage must obtain, verify and record information that allows Advantage to identify Client. Accordingly, prior to opening account hereunder, Advantage will ask Client to provide certain information including, but not limited to, name, physical address, tax identification number, and other information that will assist Advantage to identify and verify Client identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information to assist Advantage in identifying and verifying Client's identity.

27. Inactive Accounts.

Client acknowledges Advantage may place Accounts in which there is no trading activity on inactive status and Client agrees to provide whatever information and execute such additional documentation Advantage may reasonably require upon Client's request to reactivate such inactive Account.

28. Binding Effect of Agreement.
This Agreement may only be assigned by Client with the prior written consent of Advantage. Advantage shall have the right upon notice to Client to transfer or assign this Agreement and the Account to any successor entity or to another properly registered futures commission merchant in its sole and absolute discretion without obtaining the consent of Client. This Agreement shall be binding upon and inure to the benefit of Advantage and its successors and assigns, and Client's personal representatives and permitted successors and assigns.

29. Modifications.
Except as provided in Section 1, no change in or waiver of any provision of this Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. No agreement or understanding of any kind shall be binding upon Advantage unless it is in writing and signed by an authorized officer of Advantage.

30. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of choice of law.

31. Consent to Jurisdiction.
(a) ALL ACTIONS, DISPUTES, CLAIMS, OR PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, ANY ARBITRATION PROCEEDING, INCLUDING NFA ARBITRATIONS, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF OR RELATED TO OR FROM THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CLIENT AND ADVANTAGE OR ANY ORDERS ENTERED OR TRANSACTIONS EFFECTED FOR THE ACCOUNTS WHETHER OR NOT INITIATED BY ADVANTAGE SHALL BE ADJUDICATED ONLY IN COURTS OR OTHER DISPUTE RESOLUTION FORUMS WHOSE SITUS IS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS, AND CLIENT HEREBY SPECIFICALLY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS.

(b) CLIENT WAIVES ANY CLAIM CLIENT MAY HAVE THAT (i) CLIENT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION PROCEEDINGS LOCATED WITHIN THE STATE OF ILLINOIS, (ii) CLIENT IS IMMUNE FROM ANY LEGAL PROCESS WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE WITH RESPECT TO CLIENT OR CLIENT'S PROPERTY, (iii) ANY SUCH SUIT, ACTION, OR PROCEEDINGS IS BROUGHT IN AN INCONVENIENT FORUM, (iv) THE VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IS IMPROPER OR (v) THIS CONSENT

OR THE CLIENT AGREEMENT BETWEEN CLIENT AND ADVANTAGE MAY NOT BE ENFORCED IN OR BY SUCH COURT OR ARBITRATION PROCEEDING.

32. Waiver of Jury Trial.
CLIENT HEREBY WAIVES A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION IN CONNECTION HEREWITH.

33. Limitation of Actions.
Client agrees no action or arbitration demand arising out of transactions under this Agreement may be brought by Client more than one year after the cause of action arose. This time limitation may be substantially shorter than provided by federal or state law or the arbitration rules of the NFA or other self-regulatory organizations.

34. Risk Acknowledgement.
Client acknowledges trading Contracts is speculative, involves a high degree of risk and may be appropriate only for persons who can assume risk of loss in excess of their margin deposits, options premiums, and transaction costs. Client acknowledges and understands that because of the low margin ordinarily required to trade Contracts, price changes may result in significant losses, which may significantly exceed Client's margin deposits.

35. Indemnification.
Client agrees to indemnify, defend, and hold harmless Advantage, its Affiliates, officers, directors, delegates, and agents from and against any liability, loss, cost or expense including without limitation reasonable legal fees and expenses, costs of collection of debit balances, interest, and any fines imposed by any exchange, self-regulatory organization, or governmental body arising from (a) any failure of Client to perform its obligations under this Agreement; (b) any failure of Client to comply with any rule or law; or (c) any representation or warranty made by Client in this Agreement or in the forms attached hereto which is or which at any time becomes untrue or inaccurate.

36. Indemnification and Payment of Advantage Litigation Expenses.
In addition to the terms in Section 35 of this Agreement, Client agrees to indemnify, defend, and hold harmless Advantage, its affiliates and their respective officers, directors, employees, delegates, and agents, (collectively "Advantage Indemnified Parties") from and against any and all liabilities, losses, damages, including without!limitation, incidental, consequential, special, indirect or punitive damages, claims arising!in contract or tort, costs and expenses, including without limitation, accountants' and!attorneys' fees incurred by any of the Advantage Indemnified Parties, arising out of or!relating to this Agreement, any related agreement or the Account, except to the extent!caused directly by the gross negligence or willful misconduct of the Advantage!Indemnified Parties seeking indemnification. Client also agrees to indemnify, defend

and hold harmless the Advantage Indemnified Parties from and against any all liabilities, losses, damages, including without limitation, incidental, consequential, special, indirect or punitive damages, claims whether in contract or tort, costs and expenses, including without limitation, accountants, and attorneys' fees, incurred by any of the Advantage Indemnified Parties in expending and enforcing any of the provisions of this Agreement or any related agreement.

If Client initiates a legal action or proceeding against any of the Advantage Indemnified Parties or an Advantage introducing broker, and the Client does not prevail, Client shall indemnify any such Advantage Indemnified Parties and Advantage introducing brokers for all costs and expenses, including reasonable attorneys' fees incurred by such Advantage Indemnified Parties to defend themselves.

37. Advantage Affiliates.
Client acknowledges Advantage is a wholly owned subsidiary of Advantage Financial LLC, and Advantage is a separate and independent corporate entity, distinct from its parent and Affiliates. The Contracts offered, executed, cleared, or carried by Advantage and the Collateral associated with such Contracts are not bank deposits, are not insured by the FDIC, are not guaranteed by a bank affiliated with Advantage, and are not otherwise an obligation or responsibility of an affiliated bank. Advantage Futures LLC is not a broker dealer and Client funds are not covered by Securities Investor Protection Corporation ("SIPC").

38. Banking.
Client understands and agrees Advantage is not providing banking services or otherwise acting as a bank for purposes of the Illinois Funds Transfer Act, or any other applicable or comparable state or federal law. For the avoidance of doubt, Client agrees and covenants that Client will not assert any claims under Article 4A of the Illinois Uniform Commercial Code, 810 ILCS 5/4A-102, 104, (collectively, Article 4A) or any similar or comparable state or federal law applicable to banking institutions or financial institutions considered to be engaged in the business of banking. Furthermore, Client agrees that Advantage, its subsidiaries, and affiliates are not engaged in banking and are not subject to Article 4A, or any applicable or comparable state law in any other jurisdiction. If a court of competent jurisdiction enters a finding by judgment against Advantage on the basis of Advantage resulting in a banking or otherwise engaged in banking activities, Client agrees to indemnify Advantage from all such liability or losses as provided under paragraph 35 and 36 of this Agreement.

39. Headings.
The headings of each provision in this Agreement 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.

40. Acknowledgment by Clients of Introducing Brokers ("IB") and Commodity Trading Advisors ("CTA").

IF THE ACCOUNT IS INTRODUCED BY AN IB OR BY A CTA, IT IS BEING CARRIED ON ADVANTAGE'S BOOKS ON A "FULLY DISCLOSED BASIS." CLIENT UNDERSTANDS THAT NEITHER IB NOR CTA ARE AGENTS OF ADVANTAGE. CLIENT UNDERSTANDS THAT ADVANTAGE IS ENGAGED BY CLIENT TO PERFORM CERTAIN BOOKKEEPING, AND OPERATIONAL FUNCTIONS WITH REGARD TO THE ACCOUNT. CLIENT UNDERSTANDS THAT ADVANTAGE IS RESPONSIBLE CLEARING AND/OR CARRYING TRANSACTIONS EFFECTED FOR THE ACCOUNT; SEGREGATING FUNDS IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE CFTC; AND DELIVERING CLIENT STATEMENTS AND REPORTS OF ALL TRANSACTIONS. CLIENT UNDERSTANDS AND AGREES THAT IB MAY BE RESPONSIBLE AND CTA IS RESPONSIBLE FOR ENTERING ORDERS FOR THE ACCOUNT AND RISK; SUPERVISING SALES PRACTICES; AND COLLECTING FUNDS ON CLIENT'S BEHALF BY MEANS OF CHECKS PAYABLE TO ADVANTAGE ONLY. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ADVANTAGE PARTIES FROM AND AGAINST ANY AND ALL LOSSES ARISING FROM OR RELATED TO THE CONDUCT OF IB OR CTA.

41. Acknowledgment Relating to Government Securities Transactions.

CLIENT ACKNOWLEDGES THAT ADVANTAGE IS NOT REGISTERED AS A BROKER-DEALER OR AS A GOVERNMENT SECURITIES BROKER-DEALER WITH THE SEC PURSUANT TO AN EXEMPTION FROM REGISTRATION, WHICH PERMITS ADVANTAGE TO EFFECT TRANSACTIONS IN GOVERNMENT SECURITIES AS AGENT FOR ITS CLIENTS UNDER LIMITED, CIRCUMSTANCES WITHOUT SUCH REGISTRATION. ACCORDINGLY, THE SEC'S FINANCIAL RESPONSIBILITY AND CLIENT PROTECTION RULES ARE NOT APPLICABLE TO ADVANTAGE. MOREOVER, ANY GOVERNMENT SECURITIES POSITIONS (AND ANY PROPERTY RELATED THERETO) CARRIED FOR CLIENT WILL NOT BE SUBJECT TO THE SEGREGATION REQUIREMENTS SET FORTH IN THE COMMODITY EXCHANGE ACT. FINALLY, CLIENT WILL NOT BE ENTITLED TO THE PROTECTIONS AFFORDED TO CLIENTS OF A REGISTERED BROKER-DEALER UNDER THE SECURITIES INVESTOR PROTECTION ACT OF 1970, AS AMENDED.

BY CHECKING I AGREE AND ACKNOWLEDGE BELOW, CLIENT AGREES AND ACKNOWLEDGES ON BEHALF OF THE CORPORATE ENTITY TO THE TERMS OF THIS CLIENT AGREEMENT.

☐ I AGREE AND ACKNOWLEDGE ON BEHALF OF THE CORPORATE ENTITY TO THE TERMS OF THIS CLIENT AGREEMENT

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

For Internal Purpose Only
Accepted and Approved by:
Authorized Officer of Advantage Futures LLC

Date

Date

ADVANTAGE FUTURES

CORPORATE ACCOUNT APPLICATION

Date of Application _____

Account Type
(check all that apply)

- ☐ Corporate
- ☐ Omnibus Client
- ☐ Other (please specify) _____
- ☐ Partnership
- ☐ Omnibus House
- ☐ Trust
- ☐ Limited Liability Company
- ☐ Commodity Pool

Account Information

Legal Account Name				
Primary Contact Name		Title		
Primary E-Mail	Secondary E-Mail		Business Fax	
Primary Phone ☐ Office ☐ Home ☐ Cell		Secondary Phone ☐ Office ☐ Home ☐ Cell		
Principal Business Address	City	State/Province	Zip	Country
Tax Payer ID	Legal Entity Identifier (LEI) (if trading non-U.S. products)			
State of Organization	Nature of Business			

Financial Information

Please complete the information below if you are unable to provide financial statements for the most recent two years.

Assets _____ Liabilities _____ Net Worth _____

Liquid Assets _____ Liquid Net Worth _____

Annual Income _____

Please complete banking information below (required).

Commercial Bank Reference - Bank Name	Bank Contact		Contact Phone Number	
Bank Address	City	State/Province	Zip	Country
Name on Bank Account	ABA Routing Number		Account Number	

CORPORATE ACCOUNT APPLICATION

Authorized Individuals
(If non-owner or non-employee, please complete and attach managed paperwork.)

List all individuals authorized to trade for Account.If list exceeds 3, please provide this information separately.

Name	Relationship
Primary Phone ☐ Office ☐ Home ☐ Cell	Primary E-mail

Name	Relationship
Primary Phone ☐ Office ☐ Home ☐ Cell	Primary E-mail

Name	Relationship
Primary Phone ☐ Office ☐ Home ☐ Cell	Primary E-mail

☐ Yes ☐ No Will a third-party advisor be given discretionary authority to trade the Account?

If yes, please complete the following information regarding the Trading Manager. (Managed Account Forms need to be completed.)

Name		Primary Phone ☐ Office ☐ Home ☐ Cell	
Address			
City	State / Province	Zip	Country

☐ Yes ☐ No Are any other futures accounts at Advantage controlled by authorized traders of this Account listed above?

If yes, please list

☐ Yes ☐ No Are there any other persons or entities with a financial interest of 10% or more in this Account or who have invested any money in this Account?

If yes, please list

☐ Yes ☐ No Are there any other futures accounts at Advantage in which Client or its controlling persons or beneficial owners have a 10% or greater financial interest?

If yes, please list

CORPORATE ACCOUNT APPLICATION

☐ Yes ☐ No Is Client (officers, directors or employees) registered with the Commodity Futures Trading Commission and/or a member of the National Futures Association?

If registered, specify in what capacity _____

☐ Yes ☐ No Is Client (officers, directors or employees) related to any person associated with or employed by Advantage Futures LLC?

If yes, describe briefly _____

☐ Yes ☐ No Is Client (officers, directors or employees) affiliated with any brokerage firm, futures or securities exchange or regulatory agency?

If yes, describe briefly

☐ Yes ☐ No Has Client (officers, directors or employees) now or ever been involved in litigation, arbitration, disputed accounts, unpaid debit balances or unresolved matters with futures or securities brokers or brokerage firms?

If yes, describe briefly

☐ Yes ☐ No Has Client (officers, directors or employees) ever been subject to federal or state bankruptcy proceedings, receivership or similar proceeding (voluntary or involuntary)?

If yes, describe briefly _____

☐ Yes ☐ No Does Client or its officers, directors or employees hold memberships on any Commodity or Securities Exchanges?

If yes, please list _____

CORPORATE ACCOUNT APPLICATION

☐ Yes ☐ No Does Client (officers, directors or employees) have previous experience in futures trading?

If yes, number of years _____

☐ Yes ☐ No Does Client (officers, directors or employees) have previous experience trading options on futures ?

If yes, number of years _____

Please list firms currently or previously used for futures, options on futures, or securities

_____

_____

_____

_____

Statement Delivery

I hereby acknowledge and consent that all confirmation of trades, statements of account and monthly statements (collectively "Account Statements") will be transmitted electronically. Account Statements should be transmitted no later than the next business day after a transaction has been effected. In event of a disruption in the ability of Advantage Futures LLC to transmit Account Statements by electronic means, Advantage Futures LLC reserves the right to transmit Account Statements by any means that it reasonably deems appropriate, including by facsimile or regular mail. My consent will be deemed effective until further notice is given. This consent may be revoked at any time by written notice to Compliance@AdvantageFutures.com.

☐ I acknowledge and consent to electronic Account Statements delivery

E-mail to Send Account Statements to: _____
(list all e-mails that apply)

CORPORATE ACCOUNT APPLICATION

Does your trading qualify as bona fide hedge transactions as defined under CFTC Rule 1.3?

☐ Yes ☐ No

If you replied yes, CFTC Rule 190.06(d) requires Advantage provide you the opportunity to specify, in the unlikely event of Advantage's bankruptcy, whether you prefer the trustee automatically liquidate open futures and options contracts held in your bona fide hedge account or the trustee to request instructions from you concerning your preferred disposition of open contracts by transfer or liquidation. Please check applicable box. If neither is checked, you will be deemed to have elected to have all positions liquidated. This instruction may be changed at any time by written notice to Advantage.

☐ Liquidate all open commodity contracts without first seeking instructions from or on behalf of Client.

☐ Attempt to obtain instructions with respect to the disposition of all commodity contracts.

Please Read and Acknowledge Below

Client fully understands trading in futures contracts, options on futures, foreign exchange transactions, trading physical or cash commodities, and exchange for physicals ("EFP"), or any other transaction Advantage Futures LLC ("Advantage") executes or clears on Client behalf involves volatile markets subject to sharp price fluctuations which may result in the loss of capital greater than the amount of capital contained in Client account. Client understands on certain trading days, trading may be halted to Client's financial disadvantage. Client affirms to be willing and financially able to assume the risks to which Client capital will be exposed. Client hereby authorizes Advantage at any time to make inquiries, including with banks or any credit agency, for purposes of verifying information contained in this Application or otherwise supplied to Advantage. Further, Client understands if Advantage discovers any adverse information that bears on credit worthiness or questions the legality, soundness or ethics of Client business dealings, Advantage may refuse to accept or continue to keep Client as a client.

THE UNDERSIGNED CLIENT REPRESENTS AND WARRANTS TO ADVANTAGE FUTURES LLC THE FOREGOING INFORMATION CONTAINED IN THIS CLIENT APPLICATION AND ANY INFORMATION SEPARATELY PROVIDED TO THE FIRM IS TRUE, CORRECT, ACCURATE, AND COMPLETE. CLIENT AGREES TO NOTIFY ADVANTAGE FUTURES LLC IN THE EVENT ANY INFORMATION CONTAINED IN THIS APPLICATION OR SEPARATELY PROVIDED HEREWITH CHANGES.

☐ **I AGREE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

Acknowledgement of Execution Services

As a courtesy for clients, Advantage Futures LLC ("Advantage") has made arrangements with one or more other registered FCMs (“Order-Taking FCM”) to provide client access to a global 24-hour execution service. This service is operated by personnel from the Order-Taking FCM, not Advantage personnel. Because some electronic trading systems only accept orders that specify a limit price or do not accept contingent orders, and because the possibility of electronic trading system failures or unavailability, and Exchange actions beyond the Order-Taking FCM’s control always exist, be advised all orders place with or submitted through, such global 24-hour execution service will be accepted only on a “not-held basis,” meaning that neither Advantage nor the Order-Taking FCM assumes any liability for any failure of order entry, execution, or cancellation of an order or for any errors arising at, or related to, a 24-hour execution service, except error due to willful misconduct or gross negligence.

By checking **I AGREE** below, you are confirming you have read, understand and accept the above.

☐ **I AGREE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

Authorization to Transfer Funds

Advantage Futures LLC (“Advantage”) is authorized and directed, at any time and from time to time, without prior notice to Client, to transfer from one account of Client to another account of Client carried by Advantage (including transfers between regulated and non-regulated accounts) such excess funds, equities, securities or other property as in Advantage’s judgement may be required for margin, or to reduce any debit balance or to reduce or satisfy any deficits in such accounts, provided such transfer is not in conflict with the Commodity Exchange Act or other regulations promulgated there under. Notices of all transfers of funds made pursuant hereto shall be promptly confirmed in writing to the Client.

By checking **I AGREE** below, you are confirming you have read, understand and accept the above.

☐ **I AGREE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

Consent to Take the Other Side of an Order

Client hereby agrees that without prior notice from Advantage Futures LLC (“Advantage”), when Advantage executes, sells or buys orders on Client’s behalf, Advantage, its directors, officers, employees, agents, affiliates, and any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the by-laws, rules or regulations of the exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Commodities Futures Trading Commission.

By checking **I AGREE** below, you are confirming you have read, understand and accept the above.

☐ **I AGREE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

ADVANTAGE FUTURES

APPOINTMENT AS AGENT
(NON U.S. CLIENTS ONLY)

The Commodity Futures Trading Commission (the "CFTC") requires each futures commission merchant to notify foreign traders of certain services of process and notice requirements under the CFTC's regulations. As required by these regulations, unless the undersigned Client has made arrangements with another person domiciled in the United States to act as it agent for the CFTC communications, Advantage Futures LLC will be deemed to be Client's agent for purposes of accepting delivery and service of any communication issued by or on behalf of the CFTC regarding Client's account carried by Advantage Futures LLC. "Communications" means any summons, compliant order, subpoena, special call, request for information or notice, as well as any other written document or correspondence.

If Client has made arrangements with another person domiciled in the United States to act as its agent with respect to such communications, please so indicate below. In addition, please attach a copy of any such agency agreement (Advantage Futures LLC is required by the CFTC to obtain a copy of said agreement). If no arrangements have been made, please also indicate below.

☐ I confirm Client has not made arrangements regarding CFTC communications.

☐ I confirm Client has made arrangements regarding CFTC communications and has attached a copy of the agency agreement.

Name of Agent_____

_____
Name of Account

_____
Print Name of Authorized Individual Date

_____
Print Title of Authorized Individual

Form **W-8BEN-E**

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

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

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

OMB No. 1545-1621

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

1 Name of organization that is the beneficial owner

2 Country of incorporation or organization

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

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

☐ Corporation ☐ Disregarded entity ☐ Partnership
☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government
☐ Central Bank of Issue ☐ Tax-exempt organization ☐ Private foundation ☐ 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.)

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

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

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

7 Mailing address (if different from above)

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

8 U.S. taxpayer identification number (TIN), if required **9a** GIIN **b** Foreign TIN

10 Reference number(s) (see instructions)

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

For Paperwork Reduction Act Notice, see separate instructions.

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

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.

☐ Participating FFI. ☐ Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

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

Country

13 GIIN (if any) _____

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

14 I certify that (check all that apply):

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

☐ Government ☐ Company that meets the ownership and base erosion test

☐ Tax exempt pension trust or pension fund ☐ Company that meets the derivative benefits test

☐ Other tax exempt organization ☐ Company with an item of income that meets active trade or business test

☐ Publicly traded corporation ☐ Favorable discretionary determination by the U.S. competent authority received

☐ Subsidiary of a publicly traded corporation ☐ Other (specify Article and paragraph): _____

c ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI

16 Name of sponsoring entity: _____

17 **Check whichever box applies.**

☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local 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.

Part XXVII Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

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

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

42 Name of sponsoring entity: _____

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

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

Name	Address	TIN

Part XXX Certification

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

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

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

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

Sign Here ▶ _____ _____ _____

Signature of individual authorized to sign for beneficial owner | Print Name | Date (MM-DD-YYYY)

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

ADVANTAGE FUTURES

SOURCE OF FUNDS

Can you please confirm the source of funds for this account?

_____

_____

_____

Are all funds proprietary? ☐ Yes ☐ No If no, please clarify:

_____

_____

_____

Are there any outside investors? ☐ Yes ☐ No If yes, please clarify:

_____

_____

_____

By checking I CONFIRM below, the undersigned confirms the above is true, correct and accurate.

☐ I CONFIRM

_____
Name of Account

_____
Print Name of Authorized Individual Date

_____
Print Title of Authorized Individual

UNIFORM SUBSCRIBER AGREEMENT

THIS AGREEMENT is entered into on _____ ("Effective Date"), by and between the below-listed subscriber ("Subscriber"), the below-listed vendor ("Vendor") and each of the Exchanges ("Exchanges") listed below.

VENDOR: ADVANTAGE FUTURES LLC.
(Party Delivering Market Data to Subscriber)

SUBSCRIBER: _____
(Party Receiving Market Data from Vendor)

Street _____

City _____ *State* _____ *Country* _____

EXCHANGES

- **CBOE FUTURES EXCHANGE (CFE)**
- **CHICAGO BOARD OF TRADE (CBOT)**
- **CHICAGO MERCANTILE EXCHANGE (CME)**
- **COMEX**
- **DUBAI MERCANTILE EXCHANGE (DME)**
- **EUREX**
- **EURONEXT**
- **ICE FUTURES EUROPE (FINANCIALS)**
- **ICE FUTURES EUROPE (COMMODITIES)**
- **ICE FUTURES US**
- **KANSAS CITY BOARD OF TRADE (KCBOT)**
- **MINNEAPOLIS GRAIN EXCHANGE (MGEX)**
- **MONTREAL EXCHANGE**
- **NYMEX**

(Collectively and individually referred to as "Exchange")

1. DEFINITIONS.

(a) "Device" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.

(b) "Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.

(c) "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.

(d) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this Agreement, Market Data includes information, data and materials that are

derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.

(e) "Subscriber" means any person(s) receiving information from Vendor under the terms of this subscriber agreement, and any member of Subscriber's Group receiving information in accordance with this agreement.

(f) "Subscriber Group" means Subscriber and any related entities that Subscriber controls, is controlled by, or is under common control with, and that receive Information directly or indirectly from Vendor under the terms of this Agreement. Subscribers may not redistribute Information (or derivative works based on or using Information) to third parties in any matter.

(g) "Vendor" is Advantage Futures LLC in those instances where Advantage is vendor of record for exchange market data.

2. PROPRIETARY RIGHTS IN THE MARKET DATA.

(a) Subscriber acknowledges and agrees that each of the Exchanges have exclusive and valuable property rights in and to its own Market Data, that such Market Data constitutes valuable property rights in and to its own Market Data, that such Market Data constitutes valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, and that, but for this Agreement, Subscriber would have no rights or access to such Market Data. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Vendor, which agreement is described in Section 3(a).

(b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that each of the Exchanges shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. RECEIPT OF MARKET DATA BY SUBSCRIBER.

(a) Vendor and Subscriber have entered into an agreement by which Vendor will, among other things, provide Subscriber with Market Data. Vendor has or may enter into agreements with each of the Exchanges whereby Vendor has been granted the right to receive Market Data and to retransmit the same to Subscriber. This Agreement between Vendor and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use Market Data. Subscriber acknowledges that, notwithstanding such agreement, each of the Exchanges may, in its discretion, discontinue disseminating its own Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Exchanges reserve the right to disapprove any Subscriber and retain the right to direct Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify Vendor and Vendor shall cease providing Market Data to Subscriber as soon as practicable.

(b)(1) Except as provided in (b)(3) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations and on the Devices designated by Subscriber in writing to Vendor from time-to-time. (The term “for its own internal business activities”, as used in the immediately preceding sentence herein, means for Subscriber’s (a) trading, for its own account or for the account of its customers, of commodity futures contracts, options on commodity futures contracts or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this sub-paragraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.)

(b)(2) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Agreement, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that any of the Exchanges may specify. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession.

(b)(3) Notwithstanding (1) and (2) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers and branch offices, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of this Agreement. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

(c) In the event that Vendor has agreed to permit Subscriber to receive, access or display Market Data through means other than a Vendor-provided Device, such as by means of: (i) the Internet, any Intranet or any other type of network; (ii) portable Devices (e.g., pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, Subscriber will use its best efforts to ensure that no other device, attachment or apparatus is used which may allow third parties not subject to Subscriber's reporting obligations under Section 3(b) above to access the Market Data.

(d) As it relates to MGEX market data, Subscriber may only include Market Data in media publications or in a public Internet Display if MGEX provides prior written consent and Distributor reports to MGEX and pays any applicable fees for such use.

(e) Subscriber will use its best efforts to ensure that no unauthorized dissemination of the Market Data is permitted.

4. REPORTING.

Subscriber agrees to furnish promptly to Vendor and Exchange any information or reports that may be requested or required by Vendor or Exchange as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by this Agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

5. RIGHT OF INSPECTION AND AUDIT.

(a) During regular business hours, any Persons designated by any Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3(b), 3(c) and 4 in connection with its receipt and use of Market Data.

(b) Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), through Vendor, to compensate any Exchange that discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange.

(c) Subscriber shall maintain the records and books upon which it bases its reporting for MONTREAL EXCHANGE for two (2) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases its reporting for CFE, CBOT, CME, NYMEX, COMEX, KCBOT, MGEX or DME Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases its reporting for EUREX and EURONEXT for five (5) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for ICE FUTURES US, ICE FUTURES EUROPE - COMMODITIES, or ICE FUTURES EUROPE - FINANCIALS Market Data for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

6. EXCHANGE FEES.

Subscriber will pay Vendor (unless Vendor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber. In addition, Subscriber agrees to pay Vendor any penalties assessed against Subscriber by Vendor on behalf of any Exchange. Nothing herein shall limit a Vendor's obligation pursuant to separate agreement between Vendor and any of the Exchanges (as applicable) to pay Exchange fees.

7. COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBERS.

(a) Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data from a Vendor that is authorized by the Exchanges to distribute the Market Data.

(b) Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose.

(c) Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor.

(d) Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Agreement and that Vendor may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof, or whenever directed to do so by any of the Exchanges.

(e) Subscriber further represents and warrants that (i) it has all necessary power and authority to execute and perform the Agreement; (ii) the Agreement is legal, valid, binding and enforceable against Subscriber; (iii) neither the execution of, nor performance under, the Agreement by Subscriber violates or will violate any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Subscriber or the Exchanges; and (iv) its access to and use of the Market Data will be in accordance with all applicable federal, state, and local laws, regulations, and treaties.

8. DISCLAIMER OF WARRANTIES.

MARKET DATA IS PROVIDED, AND SUBSCRIBER AGREES THAT THE MARKET DATA IS PROVIDED, ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR USE OR NON- INFRINGMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

9. LIMITATIONS OF LIABILITIES AND DAMAGES.

SUBSCRIBER AGREES THAT VENDOR; AND EXCHANGES; AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS:

(A) DO NOT GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF THE MARKET DATA, NOR SHALL ANY OF THEM BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN MARKET DATA, OR IN THE TRANSMISSION THEREOF, OR FOR ANY OTHER DAMAGES ARISING IN CONNECTION WITH SUBSCRIBER'S RECEIPT OR USE OF MARKET DATA, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART, A FORCE MAJEURE EVENT OR ANY OTHER CAUSE.

(B) SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, LIABILITY OR OTHER DAMAGE, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF

OR RELATING TO THE AGREEMENT AND THE MARKET DATA THEREUNDER, INCLUDING BUT NOT LIMITED TO:

- ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF, THE SITE OR THE MARKET DATA; OR
- ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY SUBSCRIBER, ITS CUSTOMERS OR ANY OTHER ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS
- LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT VENDOR, EXCHANGE AND ITS AFFILIATES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO THE AGREEMENT AND THE MARKET DATA, INCLUDING, WITHOUT LIMITATION: (I) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MARKET DATA OR (II) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY SUBSCRIBER OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MARKET DATA.

(C) IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY, OR ANY PART THEREOF, SHOULD BE DEEMED INVALID OR INEFFECTIVE BY A COURT OF COMPETENT JURISDICTION, NEITHER VENDOR, EXCHANGES, NOR THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY OF THE FOREGOING BEYOND THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE SUM OF FIFTY DOLLARS ($50.00), WHICHEVER IS LESS.

10. TERM AND TERMINATION

(a) The Agreement will commence on the Effective Date. Subject to Subscriber's strict compliance with the provisions of this Agreement, the provision of Market Data by any of the Exchanges hereunder will continue in force for a period of one (1) month from the Effective Date (the “Initial Term”) and shall automatically renew at the end of such Initial Term for one (1) month and automatically thereafter on a month-to-month basis (such ongoing renewals, the “Renewal Terms”), provided, however, that either party may terminate the Agreement by providing at least ten (10) days’ prior electronic or written notice that it declines such automatic renewal.

(b) Vendor and Exchange may from time to time modify and amend the Agreement, and Subscriber agrees to be bound by such terms. Subscriber may terminate the Agreement upon ten (10) days’ electronic or written notice upon such modification or amendment. By continuing to access or use the Market Data after Vendor or Exchange has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Agreement.

(c) Upon any termination of the Agreement, Subscriber shall discontinue any use of the Market Data, and delete any and all Market Data received under the Agreement, including without limitation any stored historical Market Data.

11. SURVIVAL

The provisions of the Definitions Section 1, Proprietary Rights In The Market Data Section 2, and Sections that by their nature should reasonably survive, and any amendments to the provisions of the aforementioned, will survive any termination or expiration of the Agreement.

12. INDEMNIFICATION

Subscriber will indemnify, defend and hold Vendor and the Exchanges, and their respective members, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Agreement, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

13. MISCELLANEOUS.

(a) In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Agreement and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Agreement between the CFE, CBOT, CME, NYMEX, COMEX, DME and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Cook County, State of Illinois. Any action arising out of this Agreement between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. The Parties submit to the exclusive jurisdiction of the state and federal courts situated in Hennepin County, State of Minnesota. Any action arising out of this Agreement between the MGEX and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Minnesota. Any action arising out of this Agreement between ICE FUTURES US, ICE FUTURES EUROPE - COMMODITIES, or ICE FUTURES EUROPE - FINANCIALS and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Any action arising out of this Agreement between MONTREAL EXCHANGE and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the Province of Ontario. Exclusive place of jurisdiction for disputes deriving from Deutsche Borse AG (for EUREX market data) shall be Frankfurt. Any action arising out of this Agreement between EURONEXT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the Netherlands.

(b) Subscriber may not assign all or any part of this Agreement without the prior written consent of the Exchange(s) (as applicable).

(c) Neither Vendor nor Subscriber may modify or amend the terms of this Agreement.

(d) In the event of any conflict between the terms and conditions of this Agreement and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Agreement will prevail.

(e) If, for any reason, one or more provisions of this Agreement are held invalid, the other provisions of the Agreement shall remain in full force and effect.

(f) Subscriber hereby consents to use by Vendor, Exchange and its affiliates of proprietary data or other personal information regarding Subscriber received by Vendor, Exchange and its affiliates from time to time through the conduct of their businesses, including any data submitted to them to fulfill regulatory obligations, for commercial, business and marketing purposes. Except as may be otherwise set forth herein (for reporting purposes or otherwise), Vendor, Exchange and its affiliates will not reveal the following information obtained from Subscriber to fulfill regulatory obligations to non-affiliated third-parties on a non-aggregated, non-anonymized basis, except (x) as permitted by

law, (y) as required or requested by regulatory authority or (z) pursuant to a valid court order, subpoena or equivalent legal instrument: (i) personally identifiable information, (ii) detailed transaction data, (iii) position data, (iv) investigative materials, or (v) financial source documents.

(g) The Subscriber acknowledges and agrees that Vendor and Exchange are intended third party beneficiaries to the Agreement, and that Vendor and Exchange may enforce all of the terms hereunder.

BY CHECKING THE BOX BELOW, I AGREE THAT NOW AND IN THE FUTURE WHEN SELECTING "I AGREE," MY AGREEMENT OR CONSENT WILL BE LEGALLY BINDING AND ENFORCEABLE AND THE LEGAL EQUIVALENT OF MY HANDWRITTEN SIGNATURE. BY SELECTING "I AGREE" I AM REPRESENTING THAT I HAVE READ AND UNDERSTOOD THE DOCUMENT DISPLAYED AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE RELEVANT DOCUMENT. I AGREE THE ELECTRONICALLY STORED COPY OF THIS SIGNATURE ON THIS AGREEMENT IS ADMISSIBLE AND ENFORCEABLE BY ADVANTAGE FUTURES LLC, AND I AGREE NOT TO CONTEST SUCH USE.

☐ **I AGREE TO THE TERMS OF THIS AGREEMENT.**

SUBSCRIBER

_____

Name

_____

Title

_____

Date

_____

VENDOR

Advantage Futures LLC

Name

_____

Title

_____

Date

_____

ADVANTAGE FUTURES

PARTNERSHIP CERTIFICATION & AUTHORIZATION

FOR PARTNERSHIP ACCOUNTS ONLY

The undersigned general partner(s) of_____, a _____ (general/limited) partnership organized and existing under the laws of_____(the "Partnership"), having its principal office at_____DO HEREBY CERTIFY that the Partnership is authorized under its partnership agreement, as amended from time to time, to trade in commodities, contracts for the future delivery of commodities, and related options contracts (collectively, "Commodity Contracts") and possesses the power and authority to undertake the transactions contemplated by the Commodity Futures Client Agreement of Advantage Futures LLC ("Advantage").

The undersigned further certify that any of the following persons:

_____

Name Name

_____

Name Name

acting alone hereby are authorized to act for the Partnership in every respect concerning the Partnership's account(s) with Advantage; the authority hereby granted including, without limitation, the authority to do any or all of the following acts or actions necessary in connection with the account(s) and the Commodity Contract transactions effected therein:

(a) To open one or more accounts in the name of the Partnership with Advantage for the purpose of trading in Commodity Contracts, and to execute in the name of the Partnership and execute and deliver to Advantage any and all agreements, documents, instruments or notices necessary to the opening, maintenance and/or trading of such account(s);

(b) To buy, sell and trade and agree to buy, sell and trade Commodity Contracts, on margin or otherwise, which power shall include the power to sell "short";

(c) To receive and promptly comply with any request or demand for additional margin, any notice of intention to liquidate, and any notice or demand of any other nature;

(d) To borrow funds from Advantage (on a secured basis) or its affiliates to finance any Commodity Contract transactions effected through or with Advantage; and

(e) To take such other actions as may be necessary or desirable to carry out the intent of the foregoing and the satisfaction of each and every obligation of the Partnership in connection with the account and the Commodity Contract transactions effected therein.

Advantage is directed to send all written confirmations of all Commodity Contract transactions effected for the Partnership and carried in the account(s) and all statements of account of the Partnership with Advantage and other pertinent documents and records to _____ (Name and Title of Partner or Agent) who is not authorized to trade with Advantage but hereby is authorized to receive and acquiesce in the correctness of such confirmations, statements, and other records and documents.

In consideration of Advantage maintaining the account(s) of the Partnership the undersigned agrees that:

(1) The undersigned is/are jointly and severally liable to Advantage for any and all obligations arising out of transactions in or relating to the account(s) of the Partnership with Advantage.
(2) If there is any change in this Authorization or if any of the general partners withdraw from the Partnership, die or are judicially declared incompetent, the undersigned will notify Advantage in writing immediately. Until Advantage has actually received such written notice, Advantage shall be entitled to act in reliance on this Authorization. The Partnership will indemnify Advantage and hold Advantage harmless from and against any loss suffered or liability incurred in continuing to act in reliance on this Authorization prior to Advantage's actual receipt of such written notice.

Any and all past transactions between the Partnership and Advantage of the kind provided for by this Authorization are hereby ratified, approved and confirmed in all respects.

Dated this_____day of_____, 20___.

General Partners: **(EVERY GENERAL PARTNER MUST SIGN)**

Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print
Signature	Name, Please Print

(Please provide a copy of the Partnership Agreement)

APPENDIX A TO § 1010.230
Certification Regarding Beneficial Owners Of Legal Entity Customers

I. GENERAL INSTRUCTIONS

What is this form?

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

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

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

What information do I have to provide?

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

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

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

a. Name and Title of Natural Person Opening Account:

_____

b. Name and Address of Legal Entity for Which the Account is Being Opened:

_____

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

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number[1]

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

[1] In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. 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.
  (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number[1]

[1] In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

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

Signature: _____ Date: _____

Legal Entity Identifier _____ (Optional)

ADVANTAGE FUTURES

PERSONAL GUARANTEE

In order to induce **Advantage Futures LLC** ("Advantage") to enter into the Client Agreement to which this Guarantee is incorporated by reference and attached, with _____(referred to therein as "Client"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned individual (the "Guarantor") hereby unconditionally guarantees the prompt, full and complete payment of any and all obligations, damages, costs and expenses, including attorneys' fees, that may at any time be owing by Client to Advantage under the Client Agreement.

The guarantee shall remain in full force and effect until the termination of the Client Agreement; provided, however, that the Guarantor shall not be released from its obligations hereunder so long as there is any claim of Advantage against Client, which claim arises out of, or related to, directly or indirectly, said Client Agreement during the time period the guarantee is in effect, that is not settled or discharged in full. This Guarantee is one of payment, and not of collection. Advantage may exercise its rights against the Guarantor without first having to take any action against Client. The Guarantor hereby expressly waives notice of non-performance, in any respect, by Client of any of its duties or obligations.

This guarantee shall inure to benefit of Advantage and its successors and assigns, and shall be binding on the Guarantor, his heirs and assigns.

The Guarantor acknowledges his understanding that Advantage has permitted Client to trade in account in reliance upon this guarantee.

Guarantor's Signature	Print Guarantor's Name
Guarantor's Income	Guarantor's Net Worth (excluding value of equity in primary residence)
Date of Birth	Social Security Number

Address	City	State	Zip Code

☐ Office ☐ Home, ☐ Cell

Phone #	Date

ALL GUARANTORS MUST PROVIDE A FINANCIAL STATEMENT

ADVANTAGE FUTURES

CORPORATE GUARANTEE

In order to induce **Advantage Futures LLC** ("Advantage") to enter into the Client Agreement to which this Guarantee is incorporated by reference and attached, with _____ (referred to therein as "Client"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned individual (the "Guarantor") hereby unconditionally guarantees the prompt, full and complete payment of any and all obligations, damages, costs and expenses, including attorneys' fees, that may at any time be owing by Client to Advantage under the Client Agreement.

The guarantee shall remain in full force and effect until the termination of the Client Agreement; provided, however, that the Guarantor shall not be released from its obligations hereunder so long as there is any claim of Advantage against Client, which claim arises out of, or related to, directly or indirectly, said Client Agreement during the time period the guarantee is in effect, that is not settled or discharged in full. This Guarantee is one of payment, and not of collection. Advantage may exercise its rights against the Guarantor without first having to take any action against Client. The Guarantor hereby expressly waives notice of non-performance, in any respect, by Client of any of its duties or obligations.

This guarantee shall inure to benefit of Advantage and its successors and assigns, and shall be binding on the Guarantor, his heirs and assigns.

The Guarantor acknowledges his understanding that Advantage has permitted Client to trade in account in reliance upon this guarantee.

Guarantor's Name			
Authorized Signatory of Guarantor			
Name and Title of Authorized Signatory (please print)		Guarantor's Net Worth	
Address	City	State	Zip Code
Telephone Number	Tax ID Number	Date	

ALL GUARANTORS MUST PROVIDE A FINANCIAL STATEMENT

ADVANTAGE FUTURES

ADDITIONAL RISK DISCLOSURE

In view of information on your account application with Advantage Futures LLC, you should be aware of additional risk disclosures before you open a commodity futures and options trading account. If you fall into one or more of the following categories:

- You are retired.
- You have no prior commodities/futures or securities trading experience.
- Your annual net income is less than $25,000 or net worth is less than $50,000.
- You are investing retirement funds. (e.g. IRA, 401K, Keogh, etc.).
- You are 65 years of age or over.

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

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

By checking **I AGREE** below, you are confirming you have read, understand and accept the above Additional Risk Disclosure.

☐ **I AGREE**

Name of Account

Print Name of Authorized Individual Date

Print Title of Authorized Individual

ADVANTAGE FUTURES

INTRODUCED ACCOUNT ACKNOWLEDGEMENT

Your account has been introduced to Advantage Futures LLC ("Advantage") by _____ **("Introducer").** You acknowledge that Introducer is not an agent of or affiliated with Advantage and is acting as your agent. Unless Advantage receives prior notice to the contrary from you, Advantage is authorized accept from Introducer, without any duty of inquiry or investigation, orders for the purchase or sale of contracts for your Account. You understand and agree that Advantage is not responsible for any acts or omissions of Introducer, including without limitation, sales practices, trading practices, trade recommendations, or trade executions. You agree to look solely to Introducer for redress of any loss or damage arising out of Introducer's acts or omissions. You acknowledge and agree that you will not receive any interest on any cash balances in your account(s). You acknowledge and agree that Advantage may share with Introducer broker a significant portion of the interest earned from the funds in your account and/or brokerage fees/commissions.

By checking I AGREE below, you are confirming you have read, understand and accept the above.

☐ I AGREE

_____

Name of Account

_____

Print Name of Authorized Individual Date

_____

Print Title of Authorized Individual

ADVANTAGE FUTURES

COMMODITY FUTURES DISCRETIONARY TRADING AUTHORIZATION

Client hereby authorizes_____(name and address) as Client's manager ("Trading Manager") to buy and sell physical commodities, forward contracts, domestic and foreign futures contracts and commodity options (including options on domestic and foreign futures contracts) and to make or take delivery in fulfillment of such contracts or options for Client's account and risk through the firm of Advantage Futures LLC ("Advantage"), as broker or as dealer. Client will indemnify Advantage, its officers, shareholders, agents and employees and will pay Advantage promptly, on demand, for any losses arising from such trades and any debit balance due thereon.

In all such purchases, sales or trades, Advantage is authorized to follow Trading Manager's instructions in every respect and Trading Manager is authorized to act for Client with the same force and effect as Client might do with respect to such purchases, sales or trades and all things necessary or incidental to the furtherance of such purchases, sales or trades. Advantage is directed to send to Trading Manager a copy of all statements that Advantage sends to Client concerning Client's account, including, but not limited to, monthly account statements, confirmations and purchase and sale agreements. Client hereby ratifies and confirms any and all transactions with Advantage heretofore or hereafter made by Trading Manager for Client's accounts.

Trading Manager is not authorized to withdraw from Client's account any monies, securities or any other property either in Client's name or otherwise unless such withdrawal or payment is specifically authorized by Client. However, Client authorizes Advantage to deduct from Client's account and pay Trading Manager's fees upon presentation of a bill therefor. Client acknowledges that Advantage has no responsibility to determine or verify the accuracy of any such bills.

This authorization shall remain in full force and effect until receipt from Client by Advantage or written notification of Client's revocation thereof.

Client understands that Advantage is in no way responsible for any loss to Client occasioned by the actions of the individual or organization named above and that Advantage does not by implication or otherwise, endorse the operation or methods of such individual or organization.

Client hereby confirms that it has received a copy of Trading Manager's disclosure document.

_____

Name of Account

_____

Signature Date

_____

Name & Title of Authorized Individual – Please Print

(Note: In lieu of signing this Authorization, Client may provide Advantage with a copy of such other fully executed document by which Client has granted trading authority to a third party Trading Manager).

ADVANTAGE FUTURES

TRADING MANAGER'S ACCEPTANCE

The undersigned acknowledges receipt of a copy of the discretionary trading authorization or other document by which _____(the "Client") has granted trading authority over its account(s) to the undersigned. The undersigned hereby accepts appointment as Client's Trading Manager.

Trading Manager represents and warrants to Advantage that Trading Manager:

- is either registered as a commodity trading advisor with the CFTC and is a member of the National Futures Association or is exempt from CFTC registration requirements; and
- the Trading Manager has provided Client with a copy of its most recent CFTC disclosure document, or has provided Advantage with a written explanation of the reason why it is not!required to deliver a disclosure document to Client.

The following officers or employees of Trading Manager are authorized to act on behalf of Client's Account in accordance with the discretionary trading authorization:

_____
Name Title Signature

_____
Name Title Signature

_____
Name Title Signature

_____
Name Title Signature

_____
Name Title Signature

_____
Dated Name of Trading Manager

By: _____
Signature

_____
Name & Title of Authorized Individual - Print Name

_____
Date

ADVANTAGE FUTURES

TRANSFER OF ACCOUNT AUTHORIZATION

In connection with the undersigned ("Client") having agreed to open one or more accounts with Advantage Futures LLC ("Advantage") for the execution and clearance of orders on various commodity exchanges, Client hereby authorizes Advantage, at its discretion, to present this document to Client's current broker ("Broker"), the name and address of which is set forth below, requesting the immediate transfer of Client's account to Advantage.

Upon presentation of this document by Advantage, Broker is hereby directed to transfer immediately to Advantage all open positions in Client's account, and all money, securities or property deposited in such account to margin or secure such positions, or otherwise. Advantage is further directed to send to Client a confirmation of such transfer.

Client hereby confirms that, in connection with Client having opened an account with Broker, Client received and understood the Risk Disclosure Statement for Futures and Options required pursuant to CFTC Rule 1.55(c).

Very truly yours,

Name of Account

Signature | Date

Name & Title of Authorized Individual – Please Print

Current Broker | Account Number

Name

Address | Address 2

City, State Zip