



# Plus<sup>+</sup>500us

**FINANCIAL SERVICES**

**CORPORATE & LLC ACCOUNT**

**APPLICATION**

## FORMS AND INSTRUCTIONS

Please be sure to read and understand all documents in this Account Application. Complete the required and applicable forms legibly, signing and dating where required.

**\*Note: The name on the bank account you are funding from must match the name on the trading account.**

Account Type	Documents That Require Completion, Signature or Review	Optional Forms (where applicable)
Corporate Accounts	<p><b><u>PLUS500US FORMS:</u></b></p> <ul style="list-style-type: none"> <li>Entity Account Application</li> <li>Combined Risk Disclosure Statement</li> <li>Account Agreement</li> <li>Corporate Resolution</li> <li>Beneficial Owner Form</li> <li>Proprietary Funds Letter</li> <li>Authorized Trader Form</li> <li>Controller Form (for Primary trader)</li> <li>Form W-9 or W-8Ben</li> <li>Personal Guarantee</li> <li>Additional Account Disclosures</li> <li>Privacy Policy</li> </ul> <p><b><u>CUSTOMER PROVIDED DOCUMENTS:</u></b></p> <ul style="list-style-type: none"> <li>Articles/ Certificate of Incorporation</li> <li>By-Laws</li> <li>Certificate of Good Standing</li> <li>Shareholder Registry or Certificates</li> <li>Government issued Photo IDs for Controllers and shareholders of 25% or greater interest</li> </ul>	<p><b><u>PLUS500US FORMS:</u></b></p> <ul style="list-style-type: none"> <li>Voluntary Arbitration Agreement</li> <li>Additional Risk Disclosure</li> <li>Hedge Representation Letter</li> <li>Discretionary Trading Authorization/LPOA</li> <li>ACH Authorization Agreement</li> <li>Wire Instructions for Outbound Wires</li> <li>Intent to Trade EU Exchanges</li> </ul>
LLC Accounts	<p><b><u>PLUS500US FORMS:</u></b></p> <ul style="list-style-type: none"> <li>Entity Account Application</li> <li>Combined Risk Disclosure Statement</li> <li>Account Agreement</li> <li>LLC Resolution</li> <li>Beneficial Owner Form</li> <li>Proprietary Funds Letter</li> <li>Authorized Trader Form</li> <li>Controller Form (for Primary trader)</li> <li>Form W-9 or W-8Ben</li> <li>Personal Guarantee</li> <li>Additional Account Disclosures</li> <li>Privacy Policy</li> </ul> <p><b><u>CUSTOMER PROVIDED DOCUMENTS:</u></b></p> <ul style="list-style-type: none"> <li>Operating Agreement</li> <li>Certificate of Formation</li> <li>Articles of Organization</li> <li>Member registry (if all members are not listed in the Operating Agreement)</li> <li>Government issued photo IDs for Controllers and shareholders of 25% or greater interest</li> </ul>	<p><b><u>PLUS500US FORMS:</u></b></p> <ul style="list-style-type: none"> <li>Voluntary Arbitration Agreement</li> <li>Additional Risk Disclosure</li> <li>Hedge Representation Letter</li> <li>Discretionary Trading Authorization/LPOA</li> <li>ACH Authorization Agreement</li> <li>Wire Instructions for Outbound Wires</li> <li>Intent to Trade EU Exchanges</li> </ul>

## ENTITY ACCOUNT APPLICATION

TYPE OF ACCOUNT	Corporate                      LLC						
NAME OF ENTITY							
NATURE OF BUSINESS					DATE OF FORMATION		
TAX ID NUMBER					LEI (if applicable)		
STREET ADDRESS (NOT PO BOX)							
CITY		STATE		ZIP CODE		COUNTRY	
PRIMARY PHONE				EMAIL ADDRESS			
TRADING OBJECTIVE	SPECULATIVE                      HEDGE (If hedge, complete "HEDGE REPRESENTATION LETTER")						
TYPE OF ACCOUNT	SELF-DIRECTED                      DISCRETIONARY                      BROKER ASSIST						

## FINANCIAL INFORMATION (in USD)

ANNUAL NET INCOME	
TOTAL LIQUID ASSETS (Cash/ Cash Equivalents/ Liquid Securities)	
CURRENT LIABILITIES (Debt maturing within the next three months)	
ENTITY'S NET WORTH	
Does the entity carry, or intend to carry, margin requirements in excess of \$100,000? If yes, additional documentation may be required.	YES                      NO

**NOTE:** In lieu of completing this section, a prepared financial statement may be attached.

## INVESTMENT EXPERIENCE

YES	NO	
		Does the entity have experience trading futures/ commodities?                      If yes, _____ years.
		Does the entity have experience trading options on futures?                      If yes, _____ years.
		Does the entity have experience trading stocks/bonds?                      If yes, _____ years.
		Does the entity have experience trading virtual currencies?                      If yes, _____ years.
		Does the entity have an existing Futures/Options, Securities, Swaps or Forex account? If yes, type: _____ Brokerage Firm: _____

TRADING QUESTIONS		
YES	NO	
		Does this account owner control or have a financial interest in any other account with this firm? If yes, please list account number (s): _____
		Does a third party have authority to trade this account? (If YES, Complete the "DISCRETIONARY TRADING AUTHORIZATION/ LIMITED POWER OF ATTORNEY" form)
		Does the entity understand the risk of loss and the leverage provided in commodity futures trading; the possibility of incurring a debit balance; and that you may be required to deposit additional funds to margin your account?
		Does the entity plan to trade options in this account? If yes, will the entity be selling options?
How many contracts does the entity anticipate trading (annually)? _____		
Please provide the product groups that the entity wishes to trade: _____		
How much will the entity's anticipated initial deposit be? _____		
What trading platforms does the entity anticipate trading on? _____		
ADDITIONAL QUESTIONS		
YES	NO	
		Are any of the entity owners or controllers related to or employed by its Introducing Broker or Plus500US? If yes, please explain: _____
		Has the entity or any of its owners ever been in a legal dispute or involved in arbitration proceedings arising from a commodities or securities dispute? If yes, please explain: _____
		Has the entity or any of its owners ever been subject to bankruptcy proceedings, receivership, or similar actions, voluntarily or involuntarily? If yes, list reason and date cleared: _____
		Has the entity or any of its owners ever had any unsatisfied debit balance with any other commodities/securities firm? _____
		Has the entity or any of its owners ever been a member of NFA, FINRA, or any exchange or regulatory organization, or an employee of Plus500US or any other brokerage firm? If yes, please provide details: _____

**You represent and warrant that all information contained herein is true and accurate. You shall inform us of any changes to such should they occur. You hereby request Plus500US to open a commodity trading account in the name set forth in this application.**

_____	✓ _____	_____
PRINT NAME	SIGNATURE	DATE
_____	✓ _____	_____
PRINT NAME	SIGNATURE	DATE

### Combined Risk Disclosure Statement

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

#### Futures

- (1) You may sustain a total loss of the funds that you deposit with your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
- (2) The funds you deposit with a futures commission merchant for trading futures positions are not protected by insurance in the event of the bankruptcy or insolvency of the futures commission merchant, or in the event your funds are misappropriated.
- (3) The funds you deposit with a futures commission merchant for trading futures positions are not protected by the Securities Investor Protection Corporation even if the futures commission merchant is registered with the Securities and Exchange Commission as a broker or dealer.
- (4) The funds you deposit with a futures commission merchant are generally not guaranteed or insured by a derivatives clearing organization in the event of the bankruptcy or insolvency of the futures commission merchant, or if the futures commission merchant is otherwise unable to refund your funds. Certain derivatives clearing organizations, however, may have programs that provide limited insurance to customers. You should inquire of your futures commission merchant whether your funds will be insured by a derivatives clearing organization and you should understand the benefits and limitations of such insurance programs.
- (5) The funds you deposit with a futures commission merchant are not held by the futures commission merchant in a separate account for your individual benefit. Futures commission merchants commingle the funds received from customers in one or more accounts and you may be exposed to losses incurred by other customers if the futures commission merchant does not have sufficient capital to cover such other customers' trading losses.
- (6) The funds you deposit with a futures commission merchant may be invested by the futures commission merchant in certain types of financial instruments that have been approved by the Commission for the purpose of such investments. Permitted investments are listed in Commission Regulation 1.25 and include: U.S. government securities; municipal securities; money market mutual funds; and certain corporate notes and bonds. The futures commission merchant may retain the interest and other earnings realized from its investment of customer funds. You should be familiar with the types of financial instruments that a futures commission merchant may invest customer funds in.
- (7) Futures commission merchants are permitted to deposit customer funds with affiliated entities, such as affiliated banks, securities brokers or dealers, or foreign brokers. You should inquire as to whether your futures commission merchant deposits funds with affiliates and assess whether such deposits by the futures commission merchant with its affiliates increases the risks to your funds.
- (8) You should consult your futures commission merchant concerning the nature of the protections available to safeguard funds or property deposited for your account.

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

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

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

(12) In addition to the risks noted in the paragraphs enumerated above, you should be familiar with the futures commission merchant you select to entrust your funds for trading futures positions. The Commodity Futures Trading Commission requires each futures commission merchant to make publicly available on its Website firm specific disclosures and financial information to assist you with your assessment and selection of a futures commission merchant.

## Options

### Variable degree of risk

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

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

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

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

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

#### Terms and conditions of contracts

(17) You should ask the firm with which you deal about the term and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you

may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

#### [Suspension or restriction of trading and pricing relationships](#)

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

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

#### [Deposited cash and property](#)

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

#### [Commission and other charges](#)

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

#### [Currency risks](#)

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

#### [Trading facilities](#)

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

#### [Electronic trading](#)

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

### Off-exchange transactions

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

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

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

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

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

*Revised January 2019*



ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT FOR FUTURES AND  
OPTIONS

Customer Acknowledgement:

We hereby acknowledge that we have received and understand the Combined Risk Disclosure Statement furnished to us, as well as any other disclosures provided by Plus500US that are or may become applicable to our trading.

_____ <b>PRINT NAME</b>	✓ _____ <b>SIGNATURE</b>	_____ <b>DATE</b>
_____ <b>PRINT NAME</b>	✓ _____ <b>SIGNATURE</b>	_____ <b>DATE</b>

# ACCOUNT AGREEMENT

## 1. CUSTOMER ACCOUNT STATUS

This Customer Account Agreement ("Agreement") sets forth the terms and conditions upon which Plus500US Financial Services, LLC or any of its affiliates now or hereafter existing that may provide services under this Agreement, (hereinafter, singularly or collectively, "PFS") will accept and maintain for the undersigned Customer one or more accounts ("Account(s)") and PFS will act as broker or dealer for Customer in the execution and clearance of orders for transactions (whether domestic/U.S. or foreign) involving the purchase and sale of futures contracts; options on futures contracts; commodities and forward contracts, security futures contracts ("SSF"); option, spot and forward foreign exchange transactions; exchange for physicals ("EFP"); and any other cash transaction or derivative, or any similar instruments which may be purchases, sold or cleared by or through a Futures Commission Merchant ("FCM"), (individually, a "Contract" and collectively, "Contracts"). Customer hereby represents that all responses made in connection with the Customer Account Application and this Agreement are complete and correct, and that PFS will be informed of any material change in such data, including financial information.

If your Account has been introduced to PFS, all references to PFS in this Agreement shall include your broker, and your broker shall enjoy all benefits and rights hereunder. Customer agrees and acknowledges that broker and PFS may share information with each other regarding or relating to Customer and/or Customer's Account(s). Customer warrants to PFS that if Customer is an individual or if this is a joint Account, Customer(s) is/are of legal age and of sound mind. Unless otherwise indicated in the Application, no one except the Customer(s) identified in the Customer Account Application has an interest in the Account(s). Customer acknowledges that by executing this Agreement Customer is providing "written instructions" to PFS under the U.S. Fair Credit Reporting Act, authorizing PFS to obtain information from third party credit reporting entities in order to determine a Customer's creditworthiness. Customer agrees to permit verification of relevant information by PFS through third parties (including credit reporting entities). In any event, this Agreement and the Account(s) permitted hereunder become effective only upon acceptance by an authorized representative of PFS at its principal office in Itasca, Illinois.

## 2. ACCOUNT TRADING RISKS

**TRADING IN CONTRACTS IS HIGHLY SPECULATIVE AND IS NOT CONSIDERED A CONSERVATIVE INVESTMENT.**

- AS A RESULT OF THE LOW MARGIN DEPOSITS NORMALLY UTILIZED AND THE VOLATILE PRICE MOVEMENTS WHICH CAN OCCUR IN THE MARKETS FOR CONTRACTS, THE POSSIBILITY OF RAPID AND SUBSTANTIAL LOSSES IS CONTINUALLY PRESENT.
- TRADING IN CONTRACTS IS APPROPRIATE ONLY FOR THOSE PERSONS FINANCIALLY ABLE TO WITHSTAND SUBSTANTIAL LOSSES, SOMETIMES GREATLY EXCEEDING THE VALUE OF THEIR MARGIN DEPOSITS; AND,
- NO ONE (INCLUDING FCMs, ASSOCIATED PERSONS, INTRODUCING BROKERS, FUND MANAGERS, COMMODITY TRADING ADVISORS, OR COMMODITY POOL OPERATORS) CAN GUARANTEE PROFITS OR THE ABSENCE OF LOSSES. CUSTOMER AGREES TO PROMPTLY NOTIFY THE PFS COMPLIANCE DEPARTMENT IF ANY SUCH GUARANTEE IS SUGGESTED TO CUSTOMER BY PFS OR ANY PARTY IN ANY WAY WHATSOEVER.

## 3. MARGINS

All funds received from Customer, to be credited to Customer's Account(s), must be payable only to "Plus500US Financial Services, LLC". Customer agrees at all times to maintain sufficient margin in his Account(s) as PFS may from time to time require, and Customer agrees to meet all margin calls in a reasonable amount of time, and agrees that, if requested to do so, Customer will promptly wire transfer such funds. Market conditions permitting, PFS agrees to make reasonable efforts to notify Customer of margin calls and/or deficiencies and to allow a reasonable period for Customer to provide funds.

**FOR PURPOSES OF THIS AGREEMENT, A REASONABLE AMOUNT OF TIME SHALL BE DEEMED TO BE ONE (1) HOUR, OR LESS THAN ONE HOUR IF, IN PFS' BUSINESS JUDGMENT, MARKET CONDITIONS WARRANT.**

Customer further agrees that, notwithstanding anything in this Agreement to the contrary, in the event that Customer's Account(s) is/are under margined, has/have zero equity or is/are equity deficit at any time, or in the event that PFS is unable to contact Customer due to Customer's unavailability or due to a breakdown in electronic communications, PFS shall have the right to liquidate all or any part of Customer's positions through any means available, without prior notice to the Customer.

PFS may require margin in excess of that required by applicable law, regulation, exchange, or clearinghouse minimums. Customer acknowledges that PFS has no obligation to establish uniform margin requirements among products or customers; that margins required by PFS may exceed the minimum margin requirements of the applicable exchange or clearinghouse; and that margin requirements may be increased or decreased from time to time at PFS's discretion, without advance notice to Customer. All deposits shall be deemed made only when cleared funds are actually received by PFS. If payment by check is permitted and a check is not honored or paid by a bank upon presentment, PFS will immediately debit Customer's Account for the amount of the returned check as well as any fees incurred.

Any failure by PFS to call for margin at any time shall not constitute a waiver of PFS' right to do so any time thereafter, nor shall such failure create any liability by PFS to the Customer. PFS shall not be liable to Customer for the margin call loss or loss of use of any margin deposits, option premiums, or other property, which is caused, directly or indirectly, by the failure or delay by any bank, trust company, exchange, clearing organization, other clearing broker or entity that is holding funds, securities, or other property to pay or deliver the same to PFS. PFS may, for any reason, require Customer to transfer its Account(s) to another firm. If Customer does not transfer its positions promptly upon demand by PFS, PFS may liquidate the positions and Customer agrees to indemnify and hold PFS harmless from any and all losses resulting from such liquidation.

Customer acknowledges that PFS is hereby authorized, for Customer's account(s) and benefit, from time to time and without notice to Customer, either separately or with others, to lend, pledge or re-pledge, hypothecate or re-hypothecate, sell or purchase, either to itself or to others, any and all property (including, but not limited to, securities, commodities warehouse receipts or other negotiable instruments) held by Customer in any of its Accounts and PFS shall not at any time be required to deliver to Customer such identical property, but may fulfill its obligation by delivery of property of the same kind and amount.

#### 4. LIQUIDATION OF CUSTOMER ACCOUNTS

In the event of: (a) the death or judicial declaration of incompetency of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver; (c) the filing of an attachment against any of the Customer's account(s) carried by PFS; (d) insufficient margin as determined by PFS in its sole discretion, or PFS' determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; or (e) any other circumstances or developments that PFS deems to require action necessary for its protection, PFS is hereby authorized, according to its judgment and in its sole discretion, to take one or more of any portion of the following actions: (1) satisfy any obligation Customer may have to PFS, either directly or by way of guaranty or suretyship, out of any of Customer's funds or property in the custody or control of PFS; (2) sell any or all futures contracts, commodities, or securities held or carried for Customer or purchase any or all futures Contracts, commodities, or securities held or carried as short position for Customer; and (3) cancel any or all outstanding orders, Contracts, or any other commitments made on behalf of Customer.

**Auto-Liquidation:** Certain trading Platforms available to Customer may include an auto-liquidation feature, which may be elected by Customer, or, depending on the Platform, may be applied on a mandatory basis. Auto-liquidation may occur when a Customer's Net Equity falls below the day margin requirement and/or the full margin requirement during the closing period, or with a predetermined number of ticks in front of lock limit up or down moves, or prior to a contract expiration. The sequence by which positions are auto-liquidated is determined by the available margin requirement for a particular product, the closing time, or time to expiration. Any open orders will be cancelled prior to application of auto-liquidation. Customer hereby acknowledges and agrees to an Account being auto-liquidated as a market order. If, for any reason, positions, a) cannot be auto-liquidated, or b) are/were not auto-liquidated, Customer remains liable for the positions and for adverse market movements affecting the Account. Customer is responsible for any debit balance that results from auto-liquidation of positions. Auto-liquidation fees may be charged to Customer. Auto-liquidation must not be relied upon as a means of meeting margin calls and does not reduce the risks associated with trading. See PFS' Auto-Liquidation Disclosure for additional information.

Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice or advertisement to Customer, his personal representatives, heirs, executors, administrators, legatees, or assigns, and regardless of whether ownership interest shall be solely Customer's or held jointly with others. In liquidating Customer's long or short position, PFS, in its sole discretion, may sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle which in PFS' judgment may be necessary or advisable to protect existing positions in Customer's Account, including by means of an Exchange for Physical ("EFP"), Exchange for Option ("EFO"), Exchange of Option for Option ("EOO"), Exchange for Risk ("EFR"), Exchange for Swap ("EFS"), or similar transaction.

#### 5. CUSTOMER DEFAULT

In the event that: (i) Customer defaults on any obligations to PFS hereunder or otherwise in respect of any transaction or agreement; (ii) Customer fails to deposit or maintain required margin, fails to pay required premiums or fails to make

any other payments required hereunder or otherwise in respect of any Contract; (iii) any representation made by Customer is not or ceases to be accurate and complete in any material respect; (iv) a case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed by or against Customer, or Customer makes or proposes to make any arrangement or composition for the benefit of its creditors, or Customer or any of its property is subject to any agreement, order or judgment providing for Customer's dissolution, liquidation or reorganization, or for the appointment of a receiver, trustee or similar officer of Customer or such property; (v) any warrant or order of an attachment is issued against any Account or a judgment is levied against any Account; or (vi) PFS reasonably considers it necessary for its protection; then, PFS shall have the right, without limitation, to (A) close out any or all of Customer's open Contracts; (B) cancel any or all of Customer's outstanding orders; (C) treat any or all of Customer's obligations due PFS as immediately due and payable; (D) set off any obligations of PFS to Customer against any obligations of Customer to Collateral or the proceeds of the sale of any Collateral to satisfy PFS; (E) sell any Collateral and/or set off and apply any obligations of Customer to PFS; (F) borrow or buy any options, securities, Contracts or other property for any Account; and/or (G) terminate any or all of PFS' obligations for future performance to Customer. So long as PFS' rights or position would not be jeopardized thereby, PFS shall make a good faith effort to notify Customer of its intention to take any of the actions specified in (A) through (G) of this Paragraph 5 before taking any such action, provided that PFS shall not be deemed to have breached any obligation to Customer if no such notice is given prior to any such action. Any sale or purchase hereunder may be made in any manner determined by PFS to be commercially reasonable. It is understood that, in all cases, a prior demand or notice shall not be considered a waiver of PFS' right to take any action provided for herein and that Customer shall be liable for the payment of any deficiency remaining in each Account after any such action is taken, together with interest thereon and all costs relating to liquidation and collection (including reasonable attorneys' fees).

## **6. SECURITY**

As security for the payment or performance of all obligations to PFS presently outstanding or to be incurred under this or any other agreement or otherwise, Customer grants PFS a security interest in and right of setoff against any and all property belonging to Customer or in which Customer may have an interest, and the proceeds thereof, held by PFS or carried in any Account of Customer with PFS, or which are, or may become, due to Customer or to PFS for any of Customer's Accounts (including amounts from any exchange or clearing broker in respect of any Contracts) and all rights Customer may have against PFS (collectively, the "Collateral"). The Collateral shall be subject to such security interest and right of setoff to discharge all obligations of Customer to PFS, wherever or however arising and without regard to whether or not PFS has made loans with respect to such Collateral.

PFS is authorized to sell and/or purchase any and all property in any Customer Account or to liquidate open Contracts or redeem money market or cash deposit investments in any Customer Account without notice in order to satisfy such obligations. In enforcing its security interest, PFS shall have the discretion to determine the amount, order, and manner of property to be sold and shall have all the rights and remedies available to a secured party under applicable law. Without the consent of PFS, Customer will not cause or allow any of the collateral held in any Customer Account, whether now owned or hereafter acquired, to be or become subject to liens, security interests, mortgages, or encumbrances of any nature other than the security interest in favor of PFS. Customer acknowledges that PFS acts as agent in respect of the Collateral subject to the security interest, lien and right of setoff described above.

## **7. DEBIT BALANCES, COMMISSIONS, FEES, AND OTHER COSTS**

Customer agrees to pay: (i) the amount of any trading loss, debit balance or deficiency in any of Customer's Accounts; (ii) all commissions, fees and other costs incurred in connection with Contracts executed, carried and/or cleared by PFS, including but not limited to, introducing broker and floor brokerage, clearing, exchange and NFA fees; and (iii) all regulatory, exchange and other self-regulatory fees, fines, penalties and charges, and any taxes, incurred or imposed with respect to Contracts or other transactions in or for Customer's Accounts and any other service-related fees charged to Customer's Account, including, but not limited to, wire transfer fees, statement fees and transaction fees. In the event that Customer's Account is transferred to another broker, transfer commissions and/or service fees may be charged.

Any interest accrued in any Account on excess cash balances shall be retained by PFS. PFS shall be under no obligation to pay or account to Customer for any interest income or benefits that may be derived from or use of Customer monies, reserves, deposits, cash equivalents or any other property. If Customer does not promptly pay a debit in Customer's Account(s) and PFS deems it necessary to take collection action, Customer will hold PFS harmless for all losses and expenses and will reimburse PFS for the debit and all costs incurred, including reasonable attorneys' fees, in connection with such collection actions. Customer agrees to pay interest on debits and deficiencies at the greater of 2% per month or at an annual rate of 2% over the U.S. prime rate in effect from time to time.

PFS is authorized to transfer among a Customer's regulated Account(s) and any of Customer's other Account(s), including foreign exchange Account(s) and non-regulated Accounts(s) and vice versa, such excess funds as may be required for any reason PFS deems appropriate in PFS' sole and absolute discretion.

## 8. FOREIGN EXCHANGE RISK

If Customer directs PFS to enter into any transaction which is effected in a foreign currency or if funds provided by Customer involve the use of a foreign currency, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's account and risk. All initial and subsequent deposits for margin purposes shall be made in U.S. dollars, unless otherwise requested in writing by Customer, and written approval from PFS is obtained. PFS is authorized to convert funds in Customer's Account(s) into and from the relevant foreign currency at the rate of exchange plus appropriate fees obtained from PFS or PFS' banker(s).

## 9. EXCHANGE AND FEDERAL RULES

All transactions handled by PFS on Customer's behalf shall be subject to the constitution, regulations, customs, and interpretations of each exchange or market (and its clearing house, if any), on which the trades are executed, and to all applicable statutes and governmental regulations. PFS shall not be liable to Customer as a result of any action taken by PFS to comply therewith. PFS' violation of any exchange or other self-regulatory organization's regulations shall not provide Customer with either a defense to a claim by PFS or the basis of a claim against PFS. PFS has no obligation to ensure that Customer abides by the rules and regulations pertaining to it.

## 10. POSITIONS AND DELIVERIES

Customer acknowledges Customer's reporting obligations (regarding certain sized positions) under CFTC Regulations, including the obligation to complete Form 40 upon request by the CFTC. Customer acknowledges that the making or accepting of delivery pursuant to a futures contract may involve a much higher degree of risk than liquidating a position by offset. PFS has no control over and makes no warranty with respect to grade, quality, or tolerances of any commodity delivered in fulfillment of a contract. Customer understands that, unless the contract specifications state to the contrary, every futures contract contemplates delivery and Customer shall promptly advise PFS if Customer intends to make or take delivery. When Customer intends to take delivery, Customer shall deposit with PFS the full value of the commodity at least one (1) business day prior to the first notice day and, in the case of short positions, at least four (4) business days prior to last trading day. Alternatively, sufficient funds to take delivery or the necessary documents must be in the possession of PFS within the same periods described above. If PFS does not receive the aforementioned instructions, funds, or documents, PFS is authorized, at its discretion, to borrow or buy any property necessary to honor such obligation, and Customer shall pay and indemnify PFS for any costs, losses, penalties or damages (including, but not limited to delivery and storage costs) which PFS may incur in fulfilling this responsibility.

Customer agrees that PFS, at its discretion, may establish trading limits for Customer's Account and may limit the number of open positions (net or gross) which Customer may execute, clear, and/or carry with or acquire through it. Customer agrees: (i) not to make any trade which would have the effect of exceeding such limits; (ii) that PFS may require Customer to reduce open positions carried with PFS; and (iii) that PFS may refuse to accept orders to establish new positions. PFS may impose and enforce such limits, reduction, or refusal whether or not such are required by applicable law, regulations, or rules. Customer shall comply with all position limits established by any regulatory or self-regulatory organization or any exchange. In addition, Customer agrees to notify PFS promptly if Customer is required to file position reports with any regulatory or self-regulatory organization or with any exchange and agrees to provide PFS with copies of any such reports. PFS expressly disclaims any liability for Customer's losses related to Customer's exceeding of applicable limits.

Customer understands that if Customer does not liquidate a position prior to the end of trading on the last day before expiration of a security futures contract ("SSF"), Customer will be obligated to either make or accept a cash payment for cash settled contracts or make or accept delivery of the underlying securities in exchange for final payment of the settlement price for SSF contracts settled by physical delivery. Unless the SSF contract specifications state to the contrary, every SSF contract contemplates delivery. Before Customer will be allowed to make or take delivery of an SSF, Customer must provide PFS with information relating to the broker-dealer through which Customer will effect delivery. In this regard Customer will identify the name of the broker-dealer, the broker dealer's Depository Trust Number, the broker Dealer's Institutional ID number, and the Customer's account number on the books of the broker-dealer.

When a Customer intends to take delivery, Customer shall provide notification and deposit with PFS the full value of the underlying securities subject to the SSF at least five (5) business days prior to the last trading day of the contract. When the customer holds a short position and intends to make delivery, Customer shall provide notification and tender the underlying securities subject to the SSF to PFS at least five (5) business days prior to the last trading day. If PFS does not receive the aforementioned instructions, funds or stocks, PFS is authorized, at its discretion, to borrow or buy any stock necessary to honor such obligation, or to liquidate or otherwise offset the position, and Customer shall pay and indemnify PFS for any costs, losses, penalties or damages (including, but not limited to settlement and transaction costs) which PFS might incur in fulfilling this responsibility.

Approval for hedge margins does not exempt an Account from speculative positions limits. Exemption from speculative



position limits requires application and approval of a hedge exemption from the CFTC and the exchange on which the relevant Contract(s) is/are traded.

## **11. OPTIONS**

CUSTOMER WILL NOT PURCHASE A PUT OR CALL UNLESS CUSTOMER IS ABLE TO SUSTAIN THE TOTAL LOSS OF THE PREMIUM AND RELATED TRANSACTION COSTS. CUSTOMER WILL NOT SELL (WRITE) A CALL OR PUT OPTION UNLESS CUSTOMER EITHER HAS AN OFFSETTING POSITION IN THE UNDERLYING FUTURES CONTRACT OR IS ABLE TO WITHSTAND SUBSTANTIAL FINANCIAL LOSSES.

Customer recognizes that Customer is fully responsible for taking action to exercise an option contract. PFS shall not be required to take any action with respect to an option contract, including any action to exercise a valuable option prior to its expiration date, except upon express instructions from Customer. In this connection, Customer understands that exchanges have established exercise cut-off times for the tender of exercise instructions, and that Customer's options may become worthless in the event that Customer does not provide instructions promptly. Customer also understands that some exchanges may automatically exercise long in the money options pursuant to the regulations of such exchange. Customer further understands that PFS cut-off times may differ from the times established by the exchanges, and hereby agrees to waive any and all claims for damage or loss which might arise out of an option not being exercised. PFS will not be responsible for information regarding option expiration dates and assignment notification. Additionally, PFS will not be responsible for any errors or omissions regarding such information. Customer understands that short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned. Notices of assignment are allocated on a random basis among all customers' short option positions which are subject to exercise.

## **12. LIMITATION OF LIABILITY OF PFS**

Customer authorizes PFS to purchase and sell Contracts, in accordance with Customer's oral or written instructions. In executing transactions on an exchange, PFS will not be responsible to Customer for negligence or misconduct of an independent floor broker selected by PFS and will not be responsible to Customer in the event of error, failure, negligence, or misconduct on the part of any non-guaranteed Introducing Broker, Commodity Trading Advisor, or other person acting on Customer's behalf and, without limiting the foregoing, PFS has no obligation to investigate the facts surrounding any transaction in Customer's account(s) which is introduced by such non-guaranteed Introducing Broker, Commodity Trading Advisor, or other person.

Customer shall have no claim against PFS for any loss, damage, liability, cost, charge, expense, penalty, fine, or tax caused directly or indirectly by: (a) governmental, court, exchange, regulatory or self-regulatory organization restrictions, regulations, rules, decisions, or orders; (b) suspension or termination of trading; (c) war or civil or labor disturbance; (d) delay or inaccuracy in the transmission or reporting of orders due to a breakdown or failure of computer services, transmission, communication or execution facilities; (e) the failure or delay by any exchange or clearinghouse to enforce its rules or to pay to PFS any margin due in respect of Customer's Account; (f) the failure or delay by any bank, trust company, clearing organization, or other person which, pursuant to applicable exchange rules, is holding Customer funds, securities, or other property to pay or deliver the same to PFS; (g) any other cause or causes beyond PFS control; (h) as a result of any action taken by PFS or its agents to comply with applicable law (including for this purpose the rules of exchanges, clearinghouses and other self-regulatory organizations); (i) as a result of any actions taken by PFS in connection with the exercise of the available remedies pursuant to Section 4; or (j) for acts or omissions of those neither employed nor supervised by PFS. PFS shall not be responsible for any loss, liability, damage, or expense except to the extent that such loss, liability, damage, or expense arises from PFS' gross negligence or willful misconduct. In no event will PFS and/or any of its service providers be liable to Customer for consequential, incidental, or special damages, even if advised of the possibility of such damages.

## **13. COMMUNICATIONS AND ORDERS**

Since contracts may experience rapid movements in price, Customer's attention is required in the placement of orders and execution of the same by PFS. Unless a managed (discretionary) Account has been arranged through the execution of a written trading authorization (Power of Attorney), each order should be communicated to PFS by the Customer or Customer's duly authorized broker. Instructions should include, but may not necessarily be limited to, the commodity involved, quantity, price, and delivery month. Any trade not specifically authorized by Customer must be immediately reported by Customer directly to PFS' Compliance Department. Customer will be financially responsible for all trades not so reported and for any losses arising by virtue of a course of dealing involving Customer's grant of de facto control over the Account to broker. PFS makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendations furnished to Customer by its employees or agents.

Orders are good for one day only (regular day trading session) unless specified and accepted as being "open," in which case the order will remain open until filled or until the Customer specifies otherwise. In some circumstances, PFS may

be on the other side of Customer's trade. The price at which an order is actually executed shall be binding, even if incorrectly reported. Similarly, an order actually executed but in error reported as not executed is also binding.

Customer agrees that when PFS executes sell or buy orders on Customer's behalf, PFS, its directors, officers, employees, agents, affiliates, and any floor broker or terminal operator may take the other side of Customer's order for the account of such person subject to such order being executed in accordance with and subject to the limitations and conditions, if any, contained in applicable rules and regulations.

PFS offers certain Internet-based, electronic order entry platforms for the purpose of facilitating the entry of Customer orders trading in Contracts ("Platform(s)"). Customer understands that while the Internet and the World Wide Web generally are dependable, technical problems or other conditions may delay or prevent Customer from entering or canceling an order on any Platform, or likewise may delay or prevent PFS from executing an order on any Platform. PFS shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches, and/or unauthorized access beyond the reasonable control of PFS, or other similar computer problems and defects relating to any Platform. PFS does not represent, warrant, or guarantee: (a) that Customer will be able to access or use any Platform at the times or locations of Customer's choosing; (b) that PFS will have adequate capacity for any Platform, as a whole or in part, for PFS' or Customer's use; and (c) the performance of any Platform or the accuracy or completeness of a Platform's content in otherwise performing its obligations under or in connection with this Agreement. PFS reserves the right to suspend service and deny access to any Platform without prior notice during scheduled or unscheduled system maintenance or upgrading.

In the event that Customer is unable to transmit an order through any Platform, or is unable to confirm that an electronic order has been received by PFS, Customer should follow these procedures: (i) if Customer's Account is introduced to PFS by an Introducing Broker, Customer must contact the Introducing Broker, notify the Introducing Broker of the exact nature of the problem and, if appropriate, place the order by phone through the Introducing Broker; (ii) if Customer is unable to contact his Introducing Broker by telephone, or, if Customer's Account is not an introduced account, Customer must contact PFS' Risk Department at (312) 847-6793 and notify PFS of the exact nature of the problem including, but not limited to, the details of the order (including the contract, quantity and whether the order was to buy or sell). Customer agrees that any order placed via this number shall be for liquidation of existing positions only. This number is not to be called by Customer for general customer support. Customer agrees that when following these procedures, Customer shall be liable for any losses arising out of any order that has previously been transmitted by electronic means, as well as the order placed orally through PFS and/or Customer's Introducing Broker.

#### **14. REPORTS AND NOTICES**

**SHOULD INACCURACIES OR DISCREPANCIES APPEAR ON CUSTOMER'S ACCOUNT STATEMENT(S), MARGIN CALLS, OR NOTICES, CUSTOMER AGREES THAT IT IS CUSTOMER'S DUTY TO INFORM PFS OF THE PROBLEM BY TELEPHONE OR EMAIL IMMEDIATELY UPON THE EARLIER OF ACTUAL RECEIPT OF THE ACCOUNT STATEMENT BY CUSTOMER, OR THE TIME THE ACCOUNT STATEMENT IS DEEMED RECEIVED BY CUSTOMER PURSUANT TO THIS PARAGRAPH 14. IN THE EVENT THAT CUSTOMER DOES NOT RESPOND IMMEDIATELY, EXECUTED ORDERS AND ACCOUNT STATEMENT REPORTS SHALL BE CONSIDERED RATIFIED BY CUSTOMER AND SHALL RELIEVE PFS OF ANY RESPONSIBILITY WHATSOEVER RELATIVE TO THE TRANSACTION(S) IN QUESTION. ALL REPORTS OF INACCURACIES OR DISCREPANCIES MUST BE MADE TO CUSTOMER'S BROKER AND TO PFS' COMPLIANCE DEPARTMENT at [US.Compliance@Plus500.com](mailto:US.Compliance@Plus500.com) or by calling (815) 846-0047.**

Customer has the responsibility to maintain contact with Customer's individual broker at all times that Customer has market positions or has placed orders but is not available at Customer's regular address or telephone number to receive reports. Customer authorizes PFS to transmit electronically (which may include electronic mail) to Customer or post on any Platform all statements, compilations and details of transactions, and other notices, and Customer hereby consents to such methods of receiving such information. There is no additional cost or fee for this service. If Customer requests a hard copy of any of these documents, other than by downloading or printing such information or documents from any Platform, there will be a charge as established by PFS from time to time. This consent to receiving such information electronically shall be effective until revoked by Customer in writing and delivered to PFS. It shall be Customer's responsibility to check Customer's electronic mail and the relevant Platform on a regular basis, and no less than daily, to receive statements, compilations and details of transactions, and other notices from PFS. Customer agrees to download or print such statements, compilations and details of transactions, and other notices if such statements or information are available for downloading or printing. Information sent by electronic mail shall be deemed received by Customer by 10:00 a.m. (Central Time) the next business day after PFS sends the electronic mail. Information and notices posted on

a Platform shall be deemed received by Customer by 10:00 a.m. (Central Time) after PFS posts such information and notices. Customer shall promptly notify PFS of any difficulty in accessing, opening, or otherwise viewing an electronically transmitted document or information.

Upon Customer's request, PFS will use an alternative method of delivering such documents or information to Customer, at Customer's sole expense. Such alternative means of delivery shall not affect the date such document or information is deemed received by Customer, as set forth above. Details of trades and any other similar information or notices either sent to Customer or posted on any Platform shall be conclusive and binding unless Customer notifies PFS to the contrary, (i) where a report or notice is sent electronically, posted on any Platform or made orally, then, as the case may be, at the earlier of the time actually received, or deemed to be received pursuant to this paragraph 14 by Customer, or (ii) where a report or notice is in writing by 8:00 a.m. (Central Time) on the next Business Day following receipt of such report.

## **15. CUSTOMER REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Customer represents, warrants, and/or agrees with PFS that:

- A) Customer, if an individual, represents that he or she is of legal age and competence to enter into this Agreement and that transactions in Contracts as contemplated by this Agreement are appropriate for Customer and consistent with Customer's investment objectives;
- B) Customer, if a legal entity, represents that it is duly organized, validly existing, and empowered to enter into to this Agreement, to establish the Account, to enter into transactions in Contracts as contemplated hereby and that such transactions are suitable for Customer and do not violate any of Customer's constituent documents. Customer further represents that the person executing this Agreement on its behalf has been duly authorized and validly authorized to do so;
- C) Neither Customer nor any partner, director, officer, member, manager, or employee of Customer nor any affiliate of Customer is a partner, director, officer, member, manager, or employee of an FCM, broker-dealer, introducing broker, or regulatory of self-regulatory organization, except as previously disclosed in writing to PFS;
- D) Except as disclosed on the accompanying General Account Application or otherwise provided in writing, (i) Customer is not a commodity pool operator or is exempt from registration under CFTC rules, and (ii) Customer is acting solely as principal and no one other than Customer has any interest in any Account of Customer. Customer agrees to notify PFS of the identity of any other person or entity that controls the trading of the Account, has a financial interest of 25% or more in the Account or the identity of any other account in which the Customer controls or has a 25% or greater ownership interest;
- E) If Customer's Account has been designated as a "hedge account", and unless Customer notifies PFS to the contrary at the time it places an order with PFS, Customer represents that each such order will be a bona fide hedging transaction as defined in CFTC Regulation 1.3(z);
- F) Customer represents that it will maintain its Account in accordance with and shall be solely responsible for compliance with laws, rules, regulations, and/or guidelines issued by Federal, State, or administrative bodies having oversight or regulatory authority over its activities;
- G) Customer has determined that trading in commodity interests is appropriate for Customer, is prudent in all respects and does not and will not violate Customer's charter or by-laws (or other comparable governing document) or any law, rule, regulation, judgment, decree, order, or agreement to which Customer or its property is subject or bound;
- H) As required by CFTC regulations, Customer shall create, retain, and produce upon request of the applicable contract market, the CFTC, or the United States Department of Justice, documents (such as contracts, confirmations, telex printouts, invoices, and documents of title) with respect to cash transactions underlying exchanges of futures for cash commodities or exchanges of futures in connection with cash commodity transactions;
- I) Absent a separate written agreement between Customer and PFS with respect to give-ups, PFS, in its discretion, may, but shall have no obligation to, accept from other brokers contracts executed by such brokers on an exchange for Customer and proposed to be "given up" to PFS for clearance and/or carrying in the Account; if PFS does accept such Contracts, Customer authorizes PFS to pay and charge to Customer's Account any give-up or give-in fee that may be charged by any exchange or clearing house or by an executing firm or broker whom Customer or its agents have authorized to execute transactions for Customer's Account;
- J) If Customer is subject to the Financial Institution Reform, Recovery and Enforcement Act of 1989, the certified resolutions set forth following this Agreement have been caused to be reflected in the minutes of Customer's Board of Directors (or other comparable governing body) and this Agreement is and shall be, continuously from the date hereof, an official record of Customer; and
- K) The accompanying General Account Application (including any financial statements furnished in connection therewith) is true, correct, and complete.

Customer agrees to promptly notify PFS in writing if any of the warranties and representations contained in this Section 15 becomes inaccurate or in any way ceases to be true, complete, and correct.



## 16. TAPE RECORDING

Customer hereby authorizes PFS to make recordings of telephone conversations between Customer and PFS regardless of whether a periodic tone signal is used. Customer consents to the use of such tape recording in any forum in connection with resolving disputes. PFS may also, at its discretion, utilize a telephone recording system to place Customers orders. PFS may erase or dispose of such tapes in accordance with its normal procedures.

## 17. AMENDMENTS AND GUARANTEES

This Agreement reflects the entire agreement between PFS and Customer and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof. No provision hereof shall in any respect be waived, augmented, or modified unless in writing and signed by an official so authorized in PFS' office headquarters.

## 18. GOVERNING LAW AND WAIVER OF STATUTES OF LIMITATIONS

This Agreement shall be governed by the laws of the State of Illinois, without regard to Illinois' conflict-of-laws principles. Customer agrees that no lawsuit, arbitration proceeding or other claim or action relating to this Agreement or the transactions in Customer's Account(s) may be initiated by Customer unless commenced within one year from the date of the disputed transaction; provided, however, that any action brought under the provisions of Section 14 of the Commodity Exchange Act, may be brought at any time within two years after the cause of action accrues.

## 19. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless PFS and its directors, officers, employees, and agents from and against any loss, cost, claim, damage (including any consequential cost, loss or damage), liability, or expense (including reasonable attorneys' fees) and any fine, sanction or penalty made or imposed by any regulatory or self-regulatory authority or any exchange as the result, directly or indirectly, of: (a) Customer's failure, breach, or refusal to fully and timely comply with any provision of this Agreement or perform any obligation on its part to be performed pursuant to this Agreement; (b) any actions of any third party selected by Customer which affect Customer's Account; or (c) Customer's failure to timely deliver any security, commodity, or other property previously sold by PFS on Customer's behalf. Customer additionally agrees to pay promptly to PFS all reasonable attorneys' fees incurred by PFS (i) in the enforcement of any of the provisions of this Agreement, or (ii) in any action, claim or demand filed by Customer arising out of this Agreement or any other Agreements between PFS with a Customer where PFS is not found to be liable or responsible.

## 20. ELECTRONIC TRADING AND ONLINE SERVICES

PFS will provide Customer with an individual password and a unique user identification (together, the "Access Codes"). The Access Codes will enable Customer to access its account and enter orders for its account through a Platform. Customer is responsible for maintaining adequate security measures to ensure that the Access Codes are kept confidential at all times. Customer accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into a Platform using the Access Codes and changes in Customer's Account information that are entered using the Access Codes.

Customer shall take reasonable and appropriate steps to reduce or limit trading errors resulting from the Customer's access to a Platform. Such measures may include placing limits on the number of contracts placed per order or placing limits on the price at which an order may be placed.

**Customer accepts full responsibility for monitoring its Account(s) with PFS. Should Customer become aware of any loss, theft, or unauthorized use of its Access Codes, Customer shall notify PFS immediately. Customer shall notify PFS within one (1) business day of discovering any failure to receive compilations and details of transactions or other communications from PFS. Under either situation, Customer shall provide written notice to PFS' Chief Compliance Officer at PFS' office, and such notice will be deemed received only if actually delivered, sent by electronic mail to [US.Compliance@Plus500.com](mailto:US.Compliance@Plus500.com) or by fax to (312)662-1429, Attention: Compliance Department.**

Any and all materials that PFS provides to Customer in connection with any Platform are: (i) provided on a non-exclusive, non-transferable basis, (ii) the property of PFS, and (iii) intended for Customer's use only. Customer shall not resell or permit access to any Platform to others and agrees not to copy any materials appearing on any Platform for resale to others. Customer further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that Customer prints or downloads from any Platform. Customer shall not obtain any intellectual property rights in or any right or license to use such materials on any Platform other than as set out herein. Customer agrees to use the Platform at Customer's own risk. Customer shall be responsible for providing and maintaining the means by which to access the Platform, which may include without limitation a personal computer,

Internet access, modem and telephone or other access line. Customer shall be responsible for all access and service fees necessary to connect to any Platform and assumes all charges incurred in accessing such system. Customer further assumes all risks associated with the use and storage of information on Customer's personal computer. Any Platform may contain links to websites controlled or offered by third parties. The existence of such links should not be construed as an endorsement, approval, or verification by PFS of any content available on third party sites.

## 21. TERMINATION

This Agreement may be terminated by PFS or the Customer immediately upon written notice to the other party. In the event of such termination, Customer shall immediately liquidate positions in Customer's Account(s) or transfer such open commodity interest positions to another FCM. Notwithstanding any termination, Customer shall satisfy all liabilities to PFS arising hereunder (including, but not limited to, payment of applicable debit balances, commissions, and fees, including fees with respect to the transfer of positions to another FCM). This Agreement shall be binding upon Customer's personal representatives and legal successors and shall inure to the benefit of PFS' successors by merger, assignment, consolidation or otherwise. In the event of Customer's bankruptcy proceedings, death, incompetence, dissolution, or failure to provide adequate margin, PFS is authorized to terminate the Customer's Account(s) in the fashion described elsewhere in this Agreement, without prior notice to the Customer. The termination of this Agreement shall not affect the obligations of the parties arising from transactions entered into prior to such termination. PFS reserves the right to terminate any Customer Account(s) at any time, for any reason.

## 22. OFFSETTING POSITIONS

If Customer maintains separate Accounts in which pursuant to Commodity Futures Trading Commission Regulation 1.46, offsetting positions are not closed out, PFS hereby advises Customer that (if held open) offsetting long and short hedge positions in the separate Accounts may result in the charging of additional fees and commissions and the payment of additional margin, although offsetting positions will result in no additional market gain or loss.

## 23. CFTC Reg. § 15.05 - DESIGNATION OF PFS AS AGENT OF FOREIGN BROKERS, CUSTOMERS OF A FOREIGN BROKER AND FOREIGN TRADERS; AND REG § 21.03 SELECTED SPECIAL CALLS - DUTIES OF FOREIGN BROKERS, DOMESTIC AND FOREIGN TRADERS, FUTURES COMMISSION MERCHANTS (FCM) AND CONTRACT MARKETS

If Customer is a foreign broker, it understands that pursuant to CFTC Regulation §15.05, PFS is Customer's agent (and in the case of a foreign broker, the agent of its customers) for purposes of accepting delivery, and service of any communication upon PFS shall constitute valid and effective service or delivery upon Customer (and if it is a foreign broker, upon its customers). Customer understands that said regulation requires PFS to transmit the communication promptly to it (or its customer) in a manner which is reasonable under the circumstances or specified by the CFTC. Customer also understands CFTC Regulation §21.03 requires it to provide to the CFTC upon special call, market information concerning its options and futures trading (or its customers') as outlined in the regulation. If Customer fails to respond to the special call, the CFTC may direct the appropriate contract market and all brokers to prohibit further trades for or on its behalf (or for its customers) in the contract specified in the call unless such trades offset existing open contracts. Special calls are made where the information requested would assist the CFTC in determining whether a threat of market manipulation, corner, squeeze, or other market disorder existed. Under Regulation §21.03(g) if Customer believes it is aggrieved by the action taken by the CFTC it shall have the opportunity for a prompt hearing after the CFTC acts (Customer understands that copies of CFTC Regulations §§ 15.05 and 21.03 are available from PFS).

## 24. MARKET INFORMATION

Exchange and PFS brochures and research are often provided as trading tools. In addition, the Platform may also contain certain market information. Customer acknowledges that: (a) any information that PFS' research departments may communicate to Customer does not constitute an offer to sell or a solicitation of any offer to buy any Contract; (b) such recommendations and information, although based upon information obtained from sources believed by PFS to be reliable, are incidental to PFS' business as an FCM, may be incomplete and not subject to verification, and will not serve as the primary basis for any decision by Customer; (c) PFS makes no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer; (d) recommendations to Customer as to any particular transaction at any given time may differ among PFS' personnel due to diversity in analysis of fundamental and technical factors and may vary from any standard recommendation made by PFS in its market letters or otherwise; and (e) PFS has no obligation or responsibility to update any market recommendations or information communicated to Customer. Customer understands that PFS and its officers, directors, affiliates, stockholders, representatives, or associated persons may have positions in and may intend to buy or sell Contracts which are the subject of market recommendations furnished to Customer, and that the market positions of PFS or any of its officers, directors, affiliates, stockholders, representatives, or associated persons may or may not be consistent with the recommendations furnished to Customer by PFS.

## **25. CONSENT TO JURISDICTION**

Customer agrees that all disputes, claims, actions, or proceedings arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement shall be litigated or arbitrated exclusively in a court or arbitration forum located in Chicago, Illinois, unless otherwise agreed by PFS. Customer consents and submits to the jurisdiction of any State or Federal court or arbitration forum located within the Northern District of Illinois. Customer hereby waives any right Customer may have to transfer or change the venue of any litigation brought against Customer by PFS or by Customer against PFS. Customer acknowledges and consents to PFS' election to instigate legal action to collect any debit balance in Customer's account(s) in any court located in the Northern District of Illinois.

Customer appoints and designates PFS (or any other party whom PFS may from time to time hereinafter designate) as Customer's true and lawful attorney-in-fact and duly authorized agent for service of legal process and agrees that service of such process upon such attorney-in-fact shall constitute personal service of such process upon Customer; provided, that PFS or such other party shall, within five days after receipt of any such process, forward the same by air courier or by certified mail, together with all papers affixed thereto, to Customer at Customer's mailing address. If any provision of this paragraph is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this paragraph.

## **26. WAIVER, AMENDMENT AND ASSIGNMENT**

The failure of PFS to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor in any way to affect the validity of this Agreement or the right of PFS thereafter to enforce each and every provision hereof. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No waiver or amendment shall be implied from any conduct, action, or inaction. No provision of this Agreement may be waived or amended by customer unless such waiver or amendment is in writing and signed by an authorized officer of PFS. PFS may assign, transfer, sell or otherwise convey its rights and obligations hereunder to another futures commission merchant upon notice to you.

## **27. FACSIMILE EXECUTION**

Customer agrees any records stored by printed media storage method shall be deemed complete, true, and genuine record of your account documents and signatures. If the Customer elects to open an account through the use of an electronic signature under the federal E-SIGN legislation, such electronic signature will meet the requirements of an original signature. However, at the sole discretion of PFS, documents signed and transmitted by facsimile machine or electronic mail may be accepted as original documents. The signature of any person or entity thereon, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of PFS, any facsimile or telecopy document must be re-executed in original form by the persons or entities who executed the facsimile or telecopy document. No party hereto may raise the use of a facsimile or telecopy machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section. Customer attests that if Customer has downloaded this Agreement from the Internet or any electronic message, Customer has printed it directly from the PDF or other electronic file provided by PFS without modification.

## **28. ELECTRONIC SIGNATURE**

Customers consent and agree that their use of a keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service PFS offers, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes such Customer's signature, acceptance and agreement as if actually signed by such Customer in writing. Further, Customers agrees that no certification authority or other third-party verification is necessary to the enforceability of their signature or any resulting contract between them and PFS.

## **29. SEVERABILITY**

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity ascends, without invalidating the remaining provisions of this Agreement.

**THIS CUSTOMER ACCOUNT AGREEMENT CONTAINS A CONTRACTUAL AGREEMENT. DO NOT SIGN UNTIL YOU HAVE READ IT CAREFULLY. BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS AND WARRANTS TO PFS THAT ALL INFORMATION CONTAINED HEREIN, OR IN ANY OTHER ACCOUNT FORM OR OTHER DOCUMENT FROM THE UNDERSIGNED IS TRUE AND CORRECT AND THAT IF ANY CHANGES TO SUCH INFORMATION OCCUR, THE UNDERSIGNED WILL IMMEDIATELY INFORM PFS, IN WRITING, OF SUCH CHANGES.**

**BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THE CUSTOMER ACCOUNT CUSTOMER AGREEMENT AND SHALL BE BOUND BY THEM.**

_____	✓	_____
<b>PRINT CUSTOMER NAME</b>	<b>CUSTOMER SIGNATURE</b>	<b>DATE</b>

_____	✓	_____
<b>PRINT CUSTOMER NAME</b>	<b>CUSTOMER SIGNATURE</b>	<b>DATE</b>



## CORPORATE/LIMITED LIABILITY COMPANY ACCOUNT AGREEMENT AND RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a corporation/Limited Liability Company  
organized under the laws of the State of \_\_\_\_\_, having its principal office at

\_\_\_\_\_  
(Address) (City) (State) (Zip) (Country)

do hereby certify that a meeting of the Board of Directors or Managing Members or Managers of said company duly held  
on this date \_\_\_\_/\_\_\_\_/\_\_\_\_ the following resolutions were duly adopted, that said resolutions  
have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Charter, By-  
Laws, or Operating Agreement, as applicable, of said company.

RESOLVED: That the \_\_\_\_\_ and /or the \_\_\_\_\_,  
(Title / Name) (Title / Name)

be and hereby are authorized to trade in commodities futures for present or future delivery and options on such  
commodity futures for the account and risk of this company through and with the firm of Plus500US Financial  
Services, LLC ("Plus500US") as said firm is now constituted or may be hereafter constituted, the authority hereby  
granted including the power to do any and/all of the following:

- a. To buy, sell and trade in commodity futures and options on commodity futures for present or future delivery,  
on margin or otherwise, the power to sell including the power to sell "short" (this includes transactions on  
the Foreign Interbank Market);
- b. To deposit with and withdraw from said firm, money, commodities, contracts for the purchase or sale of  
commodity futures and options on such futures, checks and other negotiable instruments, securities and other  
property;
- c. To receive and acquiesce in the correctness of notices, confirmations, requests, demands and  
communications of every kind;
- d. To enter into a Customer's Commodity Account Agreement (and all related account documents) with the  
said firm in the form attached to the Minutes of this meeting;
- e. To settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes and  
controversies;
- f. To make agreements and take any other action relating to any of the foregoing matters.

This enumeration of specific authority shall not in any way limit or affect any other authority which the named  
officials might otherwise have; and it was further

RESOLVED: That any and all past transactions of any kind herein authorized, which may have been heretofore had on  
behalf of this company through or with said firm be, and hereby are, ratified; and it was further

RESOLVED: That said firm is authorized to act upon the authority of these resolutions until receipt by said firm of a certificate showing revision or modification thereof signed by the Secretary or Managing Member of this company and under its seal, and that said firm is also authorized to recognize and deal with the officers/members of this company whose names are set forth in a certificate signed by the Secretary / Managing Member of this company, until receipt by said firm of a further certificate setting forth the names of another person or persons as such officers / members; and it was further

RESOLVED: That the above-named officers / members shall specifically have the authority to enter into a Managed Account Agreement if desired with Plus500US; and it was further

RESOLVED: That confirmations of transactions entered into pursuant to this authorization shall be sent to the business address of the Company and also to:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the company



**Secretary's Signature Required or Managing Member Signature (in the case of an LLC) (must be signed)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print President/Managing Member Name**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Vice President/Member Name**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Secretary/Member Name**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Treasurer/Member Name**



\_\_\_\_\_  
**Signature**

## BENEFICIAL OWNERSHIP IDENTIFICATION

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

**Applying Entity Name:** \_\_\_\_\_

Full Legal Name and title of the contact person representing the applying entity customer and opening the account:

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

List each Owner of the Applying Entity listed above (can be a separate legal entity or natural person) and provide the following information. **Note: Owner means a natural person or entity with direct ownership interest of 25% or more.**

**IF NO INDIVIDUAL HAS OWNERSHIP INTEREST OF OVER 25% OF THE APPLYING ENTITY, PLEASE CHECK THIS BOX: ☐**

**Note: All owners must provide a government-issued photo ID.**

### **SECTION 1**

#### **Natural Person Owner 1 Information:**

\_\_\_\_\_ %of ownership

Full Legal Name: \_\_\_\_\_ Occupation/Job Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ SSN (U.S. Persons): \_\_\_\_\_

#### **Natural Person Owner 2 Information:**

\_\_\_\_\_ %of ownership

Full Legal Name: \_\_\_\_\_ Occupation/Job Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ SSN (U.S. Persons): \_\_\_\_\_

#### **Natural Person Owner 3 Information:**

\_\_\_\_\_ of ownership

Full Legal Name: \_\_\_\_\_ Occupation/Job Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ SSN (U.S. Persons): \_\_\_\_\_

***\*Please make copies of this sheet as needed to provide for any additional owners.\****

## **SECTION 2**

If another legal entity owns 25% or more of the Applying Entity, it is considered the "Owner Entity". The Owner Entity must complete the information below for each entity owner, and any applicable Natural Person owners of each that owns 25% or more of the Owner Entity.

***Note: All owners must provide a government-issued photo ID.***

<b><u>Owner Entity 1:</u></b> _____ of ownership  Entity Legal Name: _____ Entity Address: _____ Taxpayer Id Number: _____	<b><u>Owner Entity 2:</u></b> _____ of ownership  Entity Legal Name: _____ Entity Address: _____ Taxpayer Id Number: _____
<b><u>Natural Person Owner Entity 1:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____	<b><u>Natural Person Owner Entity 2:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____
<b><u>Natural Person Owner Entity 1:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____	<b><u>Natural Person Owner Entity 2:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____
<b><u>Natural Person Owner Entity 1:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____	<b><u>Natural Person Owner Entity 2:</u></b> _____ of ownership Full Legal Name: _____ Occupation/Job Title: _____ Email Address: _____ SSN (U.S. Persons): _____

***\*Please make copies of this sheet as needed to provide for any additional owners.\****



I acknowledge that the above information is true and correct.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*\*Please note: It is the customer's obligation to notify Plus500US Financial Services, LLC ("Plus500US") in the event of any changes to the beneficial ownership of the Applying Entity\*\***

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### Corporate Ownership Control Information Sheet

Due to newly enacted CFTC regulations, all entities attempting to open a new trading account are required to list all owners of the corporation, along with the respective percentages of ownership of each owner.

These new reporting requirements are called OCR, or, Ownership Control Reporting, which requires the FCM to report to the CFTC *on a daily basis* the ownership/control breakdown of all entity trading accounts.

Please provide the following information, and have the authorized signer(s) for the entity sign and date this ownership attestation:

\*This document is only to be used when legal ownership documentation is not readily available. This document does not waive the requirement to provide Articles of Incorporation and/or Operating Agreements

Name of corporation applying for hedge trading account: \_\_\_\_\_

Owners of Corporation:

<u>Name</u>	<u>% Owned</u>
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signer(s) (per Articles of Incorporation) for the Entity:

Signature(s)  \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## PROPRIETARY FUNDS LETTER

I hereby certify that any funds deposited in this entity trading account with Plus500US Financial Services, LLC ("Plus500US") are proprietary funds and do not represent the interests of any other person, companies, or pools. Any additional funds used for trading in this account will not be solicited from a third party. Should any of the foregoing representations change or become untrue, Plus500US will be notified immediately.

_____	✓ _____	_____
<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

_____	✓ _____	_____
<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

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

Account Number(s): \_\_\_\_\_



## AUTHORIZED TRADER(S)

Please list *each person* who is an officer or other employee of your firm that has full power and authority to trade the account(s) on behalf of your business. All authorized person(s) are under no legal disability and are in compliance with all laws, rules and regulations applicable to your business.

Please be aware that we will rely on any written instructions that we receive from any person(s) whom we reasonably believe in good faith to be authorized by your firm to give such instructions. Any changes to this list must be made in writing. **It is your responsibility to ensure that this information is updated appropriately.**

**Please indicate who the primary trader is by designating a "P" next to their name. All Persons must provide a government-issued photo ID.**

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**By signing below, you represent that the entity is designating the above individuals as authorized person(s) of the firm.**

\_\_\_\_\_  
Print Name

✓  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ACCOUNT CONTROLLER IDENTIFICATION REQUEST

Please complete the account controller information below. It is imperative that you provide this information to Plus500US Financial Services, LLC ("Plus500US") upon opening an account to ensure that Plus500US and its customers remain in compliance with CFTC regulations.

Each ACCOUNT OWNER must identify a natural person who controls the trading in the owner's account. List EACH PERSON who controls trading in the account. This must be a natural person (not an entity\*) who is primarily responsible for the control of trading in an account or accounts. This may be the account owner himself/herself or it may be an employee of a legal entity account owner. There may be more than one controller. If so, please complete this form for each natural person controller. Please indicate which controller is the primary trader by entering a "P" next to his/her name. All applicable information must be provided. Clearly identify information that is not applicable ("n/a").

This form is not required if a Limited Power of Attorney form was completed for this account.

\*Example: John Smith (natural person) NOT Smith Enterprises, Inc. (an entity)

### **ACCOUNT OWNER INFORMATION**

Account Number(s): \_\_\_\_\_ Controller Effective Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

*(owner may be a natural person or an entity\*)*

### **ACCOUNT CONTROLLER INFORMATION**

Controller's Name: \_\_\_\_\_

*(must be a natural person, not an entity\*)*

Controller's Complete Address: \_\_\_\_\_

*(address where trading is conducted)*

Controller's Date of Birth: \_\_\_\_\_ Controller's Direct Phone: \_\_\_\_\_

Controller's Email Address: \_\_\_\_\_

Controller's Relationship to the Account Owner: \_\_\_\_\_

Controller's NFA ID number (if any): \_\_\_\_\_

Controller's Employer: \_\_\_\_\_ Job Title: \_\_\_\_\_

Employer's NFA ID number (if any): \_\_\_\_\_

Employer's Legal Identifier ("LEI") Code (if any) \_\_\_\_\_

***IMPORTANT: A valid photo ID must be provided for each natural person account controller.***



## SUBSTITUTE IRS TAX FORM W-9

**Federal Employer ID Number** \_\_\_\_\_ - \_\_\_\_\_

**Legal Account Name**

\_\_\_\_\_

I hereby certify under penalties of perjury that:

1. The Taxpayer Identification Number provided is my correct Taxpayer Identification Number,
2. I am not subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code; and
3. I am a U.S. citizen or U.S. resident alien.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.



\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

Please note that all required regulatory information reporting applicable to activity within this account (including Internal Revenue Service reporting) will be submitted with the legal name and Federal Tax Identification Number stated above.

*Please note that all Foreign Accounts must fill out a form W-8 BEN. In addition, this account form must be accompanied by a copy of your passport or other governmental identification.*

## PERSONAL GUARANTEE

The undersigned (jointly and severally if there is more than one) hereby unconditionally and irrevocably guarantees full and prompt payment to Plus500US Financial Services, LLC (Plus500US) of all sums owed to Plus500US by Customer pursuant to the forgoing Account Agreement, whether such sums are now existing or are hereafter created. The undersigned waives any notice of default or dishonor of presentment of payment, notice of non-payment protest, or any other notice, and agrees that Plus500US shall have no obligation at any time to resort payment from Customer, or from any other person, firm or corporation liable for the guaranteed debt before proceeding on this Guarantee. The undersigned agrees to pay all reasonable attorneys' fees and court costs, if any, incurred by Plus500US in connection with the enforcement of this Guarantee and Customer's obligations under the account Agreement.

All monies, securities, negotiable instruments, open positions on futures contracts, options premiums, commodities or other property belonging to the undersigned now or at any future time that are on deposit with Plus500US, for any purpose, are hereby pledged to Plus500US for discharge of all of the undersigned's obligations hereunder, and Plus500US may, in its discretion, liquidate any of such property from any of the undersigned's accounts to Plus500US to offset and credit against any of the undersigned's obligations to Plus500US under this Guarantee.

Guarantor agrees to permit verification of relevant information by Plus500US through third parties (including credit reporting entities).

This Guarantee is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice to Plus500US, but such revocation shall not, in any way, affect any liability for losses sustained prior to such revocation.

\_\_\_\_\_  
NAME OF ACCOUNT

\_\_\_\_\_  
GUARANTOR SOCIAL SECURITY NUMBER

\_\_\_\_\_  
PRINT GUARANTOR NAME

✓  
\_\_\_\_\_  
GUARANTOR SIGNATURE

## ACCOUNT DISCLOSURES

### **Disclosure of Material Conflicts of Interest**

The purpose of this document is to provide you with information about some of the material conflicts of interest that may arise between you and Plus500US Financial Services, LLC (“[FCM]”) in connection with FCM performing services for you with respect to futures, options on futures, swaps (as defined in the Commodity Exchange Act), forwards or other commodity derivatives (“Contracts”). Conflicts of interests can arise in particular when FCM has an economic or other incentive to act, or persuade you to act, in a way that favors FCM or its affiliates. Under applicable law, including regulations of the Commodity Futures Trading Commission (“CFTC”), not all swaps are required to be executed on an exchange or swap execution facility (each, a “Trading Facility”), even if a Trading Facility lists the swap for trading. In such circumstances, it may be financially advantageous for FCM or its affiliate to execute a swap with you bilaterally in the over-the-counter market rather than on a Trading Facility and, to the extent permitted by applicable law, we may have an incentive to persuade you to execute your swap bilaterally. Applicable law may permit you to choose the CFTC-registered derivatives clearing organization (“Clearing House”) to which you submit a swap for clearing. You should be aware that FCM may not be a member of, or may not otherwise be able to submit your swap to, the Clearing House of your choice. FCM consequently has an incentive to persuade you to use a Clearing House of which FCM or its affiliate is a member. You also should be aware that FCM or its affiliate may own stock in, or have some other form of ownership interest in, one or more U.S. or foreign Trading Facilities or Clearing Houses where your transactions in Contracts may be executed and/or cleared. As a result, FCM or its affiliate may receive financial or other benefits related to its ownership interest when Contracts are executed on a given Trading Facility or cleared through a given Clearing House, and FCM would, in such circumstances, have an incentive to cause Contracts to be executed on that Trading Facility or cleared by that Clearing House. In addition, employees and officers of FCM or its affiliate may also serve on the board of directors or on one or more committees of a Trading Facility or Clearing House. In addition, Trading Facilities and Clearing Houses may from time to time have in place other arrangements that provide their members or participants with volume, market-making or other discounts or credits, may call for members or participants to pre-pay fees based on volume thresholds, or may provide other incentive or arrangements that are intended to encourage market participants to trade on or direct trades to that Trading Facility or Clearing House. FCM or its affiliate may participate in and obtain financial benefits from such incentive programs. When we provide execution services to you (either in conjunction with clearing services or in an execution-only capacity), we may direct orders to affiliated or unaffiliated market-makers, other executing firms, individual brokers or brokerage groups for execution. When such affiliated or unaffiliated parties are used, they may, where permitted, agree to price concessions, volume discounts or refunds, rebates or similar payments in return for receiving such business. Likewise, where permitted by law and the rules of the applicable Trading Facility, we may solicit a counterparty to trade opposite your order or enter into transactions for its own account or the account of other counterparties that may, at times, be averse to your interests in a Contract. In such circumstances, that counterparty may make payments and/or pay a commission to FCM in connection with that transaction. The results of your transactions may differ significantly from the results achieved by us for our own account, our affiliates, or for other customers. In addition, where



permitted by applicable law (including, where applicable, the rules of the applicable Trading Facility), FCM, its directors, officers, employees and affiliates may act on the other side of your order or transaction by the purchase or sale for an account, or the execution of a transaction with a counterparty, in which FCM or a person affiliated with FCM has a direct or indirect interest, or may affect any such order with a counterparty that provides FCM or its affiliates with discounts related to fees for Contracts or other products. In cases where we have offered you a discounted commission or clearing fee for Contracts executed through FCM as agent or with FCM or its affiliate acting as counterparty, FCM or its affiliate may be doing so because of the enhanced profit potential resulting from acting as executing broker or counterparty. FCM or its affiliate may act as, among other things, an investor, research provider, placement agent, underwriter, distributor, remarketing agent, structurer, securitize, lender, investment manager, investment adviser, commodity trading advisor, municipal advisor, market maker, trader, prime broker or clearing broker. In those and other capacities, FCM, its directors, officers, employees and affiliates may take or hold positions in, or advise other customers and counterparties concerning, or publish research or express a view with respect to, a Contract or a related financial instrument that may be the subject of advice from us to you. Any such positions and other advice may not be consistent with, or may be contrary to, your interests or to positions which are the subject of advice previously provided by FCM or its affiliate to you, and unless otherwise disclosed in writing, we are not necessarily acting in your best interest and are not assessing the suitability for you of any Contract or related financial instrument. Acting in one or more of the capacities noted above may give FCM or its affiliate access to information relating to markets, investments and products. As a result, FCM or its affiliate may be in possession of information which, if known to you, might cause you to seek to dispose of, retain or increase your position in one or more Contracts or other financial instruments. FCM and its affiliate will be under no duty to make any such information available to you, except to the extent we have agreed in writing or as may be required under applicable law.

### **Anti-Money Laundering Policy Statement**

Plus500US Financial Services, LLC ("Plus500US") is committed to full compliance with all applicable laws and regulations regarding money laundering. Every officer, director, employee and associated person ("AP") of the Firm is responsible for assisting in the Firm's efforts to detect, deter and prevent money laundering and other activities intended to facilitate the funding of terrorist or criminal activities. Towards this end, it is the Firm's policy to screen all prospective customers before any account is established and to monitor transactions in customer accounts on an ongoing basis.

### **Notice To Introduced Customers**

If your account has been introduced to Plus500US Financial Services, LLC ("Plus500US") by an Introducing Broker (IB), Plus500US wants you to be aware of and understand the relationship between Plus500US, the Introducing Broker and the individual Account Executive who services your account on a day-to-day basis.

Please be aware of the following:

- Plus500US will only accept funds that are payable to Plus500US and which originated from the bank account of the named Plus500US account holder. No other funds can or will be accepted.

- Your Introducing Broker and individual Account Executive are authorized to accept only funds that are payable to Plus500US.
- Any funds that are withdrawn from your account will be made payable to the named account holder.
- All questions regarding your account should be directed to your Account Executive at your Introducing Broker.
- Your Account Executive will assist you in your trading. If you have granted a Power of Attorney to a third party, trading in your account is permitted without your specific authorization for each trade. If you have not granted a Power of Attorney or Letter of Direction, trading in your account is prohibited without your specific authorization.
- You may be called upon to deposit additional funds to your account in the event that your account falls below Plus500US's margin requirements. Failure to make such deposits when called for may require Plus500US to protect itself from potential losses.

If you have any questions about your account statements or transactions in your account, please contact your Account Executive at your Introducing Broker. However, if your questions are not resolved to your satisfaction, please contact the Compliance Department at Plus500US Financial Services, LLC (312) 546-4760 or email [us.compliance@plus500.com](mailto:us.compliance@plus500.com).

### **Cross Trade Consent**

Plus500US Financial Services, LLC, its officers, its directors, its employees or its affiliates or other clients of Plus500US Financial Services, LLC may be from time to time on the opposite side of orders for physicals or for purchase or sale of futures contracts and option contracts placed for your Account in conformity with regulations of the Commodity Futures Trading Commission and the by-laws, rules and regulations of the applicable market (and its clearing organization, if any) on which such order is executed.

### **Chicago Mercantile Exchange Average Price System Disclosure**

#### **A. Application of Average Prices**

The Average Price System ("A.PS") allows a clearing firm to confirm to customers an average price when multiple execution prices are received on an order or series of orders for futures, options or combination transactions. An order or series of orders executed during a Regular Trading Hours Session at more than one price may only be averaged pursuant to APS if each order is for the same account or group of accounts and for the same commodity and month for futures, or for the same commodity, month, put/call and strike for options.

#### **B. APS Orders**

Any member or clearing member that accepts an order subject to APS must include an APS indicator on the order at the time of acceptance, and must comply with all other order requirements including those set forth in Rule 536. The APS indicator must appear on the office order and floor order.

#### **C. Computation of Average**

Upon receipt of an execution at multiple prices for an order with an APS indicator, an average will

be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series. The actual average price or the average price rounded to the next price increment may be confirmed to customers. If a clearing member confirms the rounded average price, the clearing member must round the average price ~ to the next price increment for a buy order or ~ to the next price increment for a sell order. The residual created by the rounding process must be paid to the customer. APS may produce prices that do not conform to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing member.

#### **D. Disclosure**

Each clearing member that confirms an average price to a customer must indicate on the confirmation and monthly statement that the price represents an average price.

### **QUESTIONS AND ANSWERS TO ADDRESS KEY FEATURES OF RULE 553 – AVERAGE PRICE SYSTEM**

1. Q: What is the Average Price System ('APS')?

A: APS will enable a clearing member to confirm to customers an average price when multiple prices are received on an order or series of orders for the same accounts. For example, if an order transmitted by an account manager on behalf of several customers is executed at more than one price, those prices may be averaged and the average may be confirmed to each customer. Customers will have the choice of participating in APS.

2. Q: Does an order subject to APS have to be for the same commodity?

A: Yes. An APS order may be used for futures, options or combination transactions. An APS order for futures must be for the same commodity and month, and for options, it must be for the same commodity, month put/call and strike.

3. Q: Does the clearing firm calculate the average? How is the average calculated?

A: The CME computes the average by multiplying the price by the quantity executed at each price divided by the total quantity.

4. Q: Is the APS process limited to discretionary accounts?

A: No. APS may also be used for a non-discretionary account upon request of a customer.

5. Q: What will appear on a customer's confirmation and monthly statement for a position that has been confirmed at an average price?

A: An APS indicator will appear on the confirmation and monthly statement. This indicator will notify the customer that the confirmed price represents an average price or rounded average price.

6. Q: Is a clearing firm required to provide any specific disclosure to a customer prior to entering an order for a customer?

A: A firm should describe certain features of APS to customers. For example, a firm should inform a customer that the average price is not the actual execution price and that APS will calculate the same price for all customers that participate in the order.

Each clearing firm should decide how to communicate this information to the customer. If the firm or account controller provides the information in these Questions and Answers to the customer, the CME believes that will satisfy any disclosure obligation.

Similarly, if the firm provides the information to the pool operator, the CME believes this will satisfy any disclosure obligation to a commodity pool. A firm may choose to provide the information orally rather than providing a written copy of these Questions and Answers.

7. Q: Can APS be used when a series of orders are entered for a group of accounts?

A: Yes. For example, a bunched APS order (an order that represents more than one customer account) executed at 10:00 am. could be averaged with a bunched APS order executed at 12:00 pm. provided that each of the bunched orders is for the same accounts. In addition, market orders and limit orders may be averaged, as may limit orders at different prices, provided that each order is for the same accounts.

8. Q: What will happen if an APS order is only partially executed? For example, at 10:00 am a buy 100 APS DEC S&P 500 futures order is transmitted at a limit price of 376.00; 50 are executed at 376.00, and the balance was not filled. At 12:00 p.m. a buy 100 APS DEC S&P 500 futures order is transmitted at a limit price of 375.00; 50 are executed at 375.00 and the balance was not filled. Both orders are part of a series for the same group of accounts.

A: In the above example, the two prices will be averaged. If the order was placed for more than one account, the account controller must rely on pre-existing allocation procedures to determine the proportions in which each account will share in the partial fill.

9. Q: Is there a requirement that a firm confirm the average price rather than the rounded average price?

A: No. Each firm will have the choice of confirming the actual average price or the average price rounded to the next price increment. If a clearing firm confirms the rounded average price, the firm must round the average price up to the next price increment for a buy order or down to the next price increment for a sell order. The rounding process will create a cash residual of the difference between actual average price and the rounded average price that must be paid to the customer.

10. Q: What will happen if the actual average or the residual is a price that does not conform to a whole cent increment?

A: APS may produce prices that do not conform to whole cent increments. In such cases, any amount less than one cent may be retained by the clearing member. For example, if the total residual to be paid to a customer on a rounded average price for 10 contracts is \$83.333333, the clearing firm may pay to the customer \$83.33.

11. Q: Will a customer be able to obtain information regarding the actual execution prices of a trade that has been confirmed at an average price?

A: Yes. The customer should contact the firm carrying the customer's account to obtain the actual execution prices. If the firm did not execute the trade, the firm will have to contact the executing firm to obtain the information.

Should you have any questions regarding APS, please contact your Customer Representative.

### Non-Cash Margin Disclosure

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 UNLIKELY 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 REGULATIONS PART 190.

### **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 vary 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, orders executed around contract expiration 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.

### **Risk Associated With System Failure**

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

### **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 Futures Commission Merchants, 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 exchanges(s) in order to understand these liability limitations.

### **Request For Electronic Transmission of Customer Statements**

Plus500US Financial Services, LLC ("Plus500US") will provide daily confirmation, P&S, monthly and 1009 tax statements ("Statements") by electronic transmission. Customer acknowledges its understanding that there is a risk of failure of any electronic transmission, and will not hold Plus500US liable directly or indirectly for such failure. If Customer fails to receive any Statement that reflects activity of which you are aware of in the account, Customer agrees to contact a Plus500US customer service representative by 8:00 a.m. (Central Time) on the business day following the day of such activity. This consent shall be effective until revoked via email by the undersigned and sent to [us.compliance@Plus500.com](mailto:us.compliance@Plus500.com). Customer authorizes Plus500US to provide all Statements solely by electronic transmission. Customer will access statements of activity and status online or via email, as provided by Plus500US Financial Services, LLC.

### **Virtual Currency Derivative Disclosure**

The purpose of this disclosure is to remind customers that, just like any other speculative investment, trading futures on virtual currencies, including Bitcoin, has certain benefits and various unique and potentially significant 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.

In accordance with National Futures Association ("NFA") Interpretive Notice #9073, please find the following NFA and CFTC Advisory Notices regarding associated risks of trading virtual currency futures:

NFA Investor Advisory – Futures on Virtual Currencies Including Bitcoin:

<https://www.nfa.futures.org/investors/investor-advisory.html>

CFTC Customer Advisory: Understand the Risks of Virtual Currency Trading:

[Customer Advisory: Understand the Risks of Virtual Currency Trading | CFTC](#)

### **Negative Contract Prices Risk Disclosure**

When trading in the futures markets, we wish to remind you of the 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 positions:

- 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.



### **Notice To Customers: Exchange For Related Positions**

Certain futures exchanges permit eligible customers to enter into privately-negotiated off-exchange futures or option on futures transactions (collectively, “futures”) known as exchange for related positions (“EFRP”). An EFRP involves the simultaneous execution of a futures transaction and an equivalent related position. A “related position” is defined to mean the cash commodity underlying the exchange contract or a by-product, a related product or an over-the-counter (“OTC”) derivative instrument of such commodity that has a reasonable degree of price correlation to the commodity underlying the exchange contract. Types of EFRPs include:

- Exchange of Futures for Physical (“EFP”) or Against Actual (“AA”) – the simultaneous execution of a futures contract and a corresponding physical transaction or a forward contract on a physical transaction.
- Exchange of Futures for Risk (“EFR”) or Exchange of Futures for Swap (“EFS”) – the simultaneous execution of a futures contract and a corresponding OTC swap or other OTC derivative transaction.
- Exchange of Option for Option (“EOO”) – the simultaneous execution of an option contract and a corresponding transaction in an OTC option or other OTC instrument with similar characteristics.

EFRP transactions are subject to Applicable Law, as defined in the agreement between a futures commission merchant (“FCM”) and its customers. Customers that engage in EFRP transactions are responsible for reviewing, understanding and complying with the provisions of Applicable Law governing EFRP transactions, including, but not limited to, Rule 538 of the CME Group (CME, CBOT and NYMEX) and Rule 4.06 of ICE Futures US, and the frequently asked questions and other guidance that each exchange has issued with respect thereto.

Customers are subject to the jurisdiction of the exchange through which the EFRP transaction is entered into and, therefore, may be required to produce records and otherwise cooperate in any inquiry that the exchange may undertake with respect to the EFRP transaction. Moreover, customers may be sanctioned by the exchange if an EFRP transaction does not comply with the requirements of applicable exchange rules and guidance. For this reason, customers are encouraged to review these requirements with any employees that may engage in EFRP transactions on their behalf.

Certain common requirements of the rules and guidance issued by CME Group and ICE Futures US are summarized below. However, this summary is not a substitute for the customer’s obligation to review and understand such rules and related guidance in their entirety.

- The futures contract and the related position must be affected for the account of the same beneficial owner. If the customer is the seller of (or the holder of the short market exposure associated with) the related position, the customer must be the buyer of the futures contract(s) being exchanged in the EFRP; conversely, if the customer is the buyer of (or the holder of the long market exposure associated with) the related position, the customer must be the seller of the futures contract(s) being exchanged in the EFRP.
- The opposing accounts to an EFRP transaction must be: (a) independently controlled accounts with different beneficial ownership; (b) independently controlled accounts of

separate legal entities with common beneficial ownership; or (c) independently controlled accounts of the same legal entity, provided the account controllers operate in separate business units. For EFRP transactions between accounts with common beneficial ownership, the parties to the trade must be able to demonstrate the independent control of the accounts and that the transaction had economic substance for each party to the trade.

- Generally, there may be only two parties to an EFRP transaction. However, a third party, acting as principal, may facilitate the related position component of an EFRP on behalf of a customer, provided the third party is able to demonstrate that the related position was passed through to the customer that received the exchange contract as part of the EFRP.
- Each EFRP requires a bona fide transfer of ownership of the cash commodity between the parties or a bona fide, legally binding contract between the parties consistent with relevant market conventions for the particular related position transaction.
- Each side of an EFRP transaction must be independent. For example, confirmation of the related position may not be contingent on the acceptance of the futures transaction for clearing.
- Contingent EFRP transactions are prohibited. EFRP transactions may not be contingent upon the execution of another EFRP or related transaction that results in the offset of the related position without the incurrence of market risk that is material in the context of the related position transactions.
- Foreign currency EFPs, with immediate offset of the cash component of the transaction, are permitted, provided the parties to the transaction have acknowledged that, in the event the futures component of the transaction fails to clear, their responsibility for any resultant profit or loss associated with an offset of the cash component of the transaction.
- A party providing inventory financing for a storable agricultural, energy or metals commodity may, through the execution of an EFP, purchase the commodity and sell the equivalent quantity of futures contracts to a counterparty, and grant to the counterparty the non-transferable right, but not the obligation, to execute a second EFP during a specified time period in the future which will have the effect of reversing the original EFP.
- An EFRP may incorporate multiple exchange components with different market bias, provided the related components incur material market risk. An EFRP may incorporate multiple related position components, provided the net exposure of the related position components is approximately equivalent to the quantity of futures exchanged or, in the case of an EOO, the net delta-adjusted quantity of the OTC option components is approximately equivalent to the delta-adjusted quantity of the exchange-listed option.
- EFRP transactions may be executed at any commercially reasonable price agreed by the parties, provided the price of the exchange component of the EFRP transaction conforms to the minimum tick increment of the futures contract under exchange rules. Parties may be asked to demonstrate that EFRPs executed at prices away from the prevailing market price were executed at such prices for legitimate commercial purposes.
- The customer must maintain all records relevant to the futures transaction and the related cash, swap or derivative transaction in accordance with applicable exchange rules. Upon request, the customer must provide its FCM with documentation sufficient to verify its purchase or sale of the related position.



- EFR and EOO participants must comply with applicable Commodity Futures Trading Commission requirements governing eligibility to transact the related position component of an EFR or EOO. Generally, EFR and EOO participants must be “eligible contract participants,” as defined in section 1a (18) of the Commodity Exchange Act.
- A swap that is traded on or subject to the rules of an exchange or a swap execution facility (“SEF”) is ineligible to be the related position component of an EFR or EOO transaction. OTC swaps that are bilaterally negotiated and submitted for clearing-only to a DCO qualify as a related position, provided such swaps have a reasonable degree of correlation to the underlying exchange product. Such swaps should be governed by the terms and conditions of an ISDA agreement negotiated between the parties.

### Auto-Liquidation Disclosure

Plus500US Financial Services, LLC (“Plus500US”) offers a platform(s) with functionality that allows for Plus500US, in its sole discretion, to automatically liquidate positions in accounts when certain criteria are met. Customer acknowledges and agrees that trading will be subject to auto-liquidation, without notice, at Plus500US’ sole discretion, as described below and in the Customer Account Agreement. Customer further acknowledges that auto-liquidation does not offer price certainty for existing positions, nor does it create a “floor” or “limit” on potential trading losses. When possible, Plus500US recommends that customers submit orders to exit open positions. Customer acknowledges that he/she/it will not rely upon auto-liquidation to exit positions.

In futures trading, the margin to buy or sell a contract and/or hold a contract from one trading session to and/or through another is commonly referred to as Initial or Overnight Margin. If Customer intends to carry a position across sessions (or does not intend to close its position prior to 15 minutes before the close), Customer must maintain equity in excess of Initial/Overnight Margin by 30 minutes before the close. The Initial or Overnight margin requirement is set by the exchange on which the contract trades but may be raised at any time by Plus500US at its sole discretion. Intraday Margin refers to the amount of margin required to open or hold a position within the same trading session and may be a reduced requirement as compared to the Initial or Overnight Margin. The reduced requirement of Intraday Margin can be used to increase leverage. This increased leverage can increase the risk associated with the trades.

Intraday Margin applies during exchange market hours up to 15 minutes prior to market close. At any other time of the day the account is required to meet Plus500US’ Initial/Overnight Margin requirements. Customer is required to monitor its account to maintain sufficient margin at all times.

### Auto-Liquidation

If the account(s) is under margined or has a net liquidating value below a predetermined threshold at any time, Plus500US has the right, but not the obligation, in its sole discretion, to auto-liquidate any or all of the open positions in the account. In the event of an auto-liquidation, Plus500US retains sole discretion to determine the order by which positions will be auto-liquidated. Plus500US shall not be held liable for any losses arising from such liquidations. Plus500US further has the right, but not the obligation, at its sole discretion to cancel any or all working orders prior to liquidation. For the avoidance of doubt, Plus500US may cancel working orders in certain other scenarios where liquidating a position is not necessary. Customer acknowledges and agrees to his/her/its account being auto-liquidated as a market order. If for any reason, positions are unable to be liquidated,

Customer remains liable for the positions and for adverse market movements affecting the account. Further, Customer is liable and shall promptly pay any debit balance that may result from the account being auto-liquidated.

### **Principal Risks of Auto-Liquidation**

In accordance with the Customer Account Agreement, Plus500US has the right, but not the obligation, to liquidate (including via auto-liquidation) the Customer's account without prior notice. There are several risk factors associated with auto-liquidation, including Plus500US' receipt of erroneous data from the exchanges or other technological errors, including delays in executing auto-liquidation trades. In cases of erroneous data or technological error, Customer acknowledges that Plus500US shall not be liable for any trading losses. Furthermore, Plus500US shall not be responsible for late, lost, misdirected, misdelivered, incomplete, illegible or unintelligible orders; unavailable network connections; failed, incomplete, garbled or delayed computer transmissions; keypunch errors; online failure or other technical malfunctions or disturbances. Additional risks of auto-liquidation include, but are not limited to, liquidation upon market open due to changes in account value overnight, and cancellation of working orders resulting in a margin deficiency or otherwise negatively impacting Customer's trading strategy. Market volatility may cause an account to be auto-liquidated without notice to Customer. Customer remains liable for all trading losses, including those arising from the use of auto-liquidation.

### **Auto-Liquidation Fees**

If Customer's account is auto-liquidated, Plus500US may charge a fee to Customer. Fees will be debited from Customer's account.

The strategy of trading futures by utilizing increased leverage can be extremely risky. The risks described herein relate primarily to the risks of Plus500US' auto-liquidation procedures and are in addition to the risks of futures trading generally described in the risk disclosure required under CFTC Regulation §1.55 and other risk disclosures that have been provided to Customer separately. You acknowledge that you are prepared to lose all funds employed for this strategy and acknowledge that such trading could result in losses beyond your initial investment.

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Initials

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## PRIVACY POLICY

**Plus500US Financial Services, LLC ("Plus500US or "we") values our customers, and maintaining customer trust and confidence is our highest priority.** While it is necessary that we obtain accurate and current information about our customers in order to provide the highest level of customer service, we are dedicated to protecting the privacy and confidentiality of our customers' information.

**Plus500US will never sell your personal information to anyone.** Plus500US, and its affiliates, will collect your personal information whenever you use our services or when you use our website. We promise that we will uphold the privacy policies and procedures as set forth below.

### Information we collect about our customers:

The personal information we collect includes information you provide to us voluntarily, or that is received from a broker you have chosen to use, when visiting our website, in the course of completing account opening applications (whether written or electronic) or in the ongoing provision of our services to you. This information may include the following:

- Your name, address, date of birth, email address, phone number, social security number/tax identification number, a copy of your photo-ID, such as passport, drivers license, or national ID, a copy of a recent utility bill/bank statement (or similar) as evidence of your residential address, and bank account details. We may also collect your employment details, employment history, and financial information about you.
- Information regarding your transactions with us, including your trading history at Plus500US, your history of meeting margin calls, or your use of the various services and products provided by us.
- Information about your credit history and information that we may receive from your introducing broker or associated person and other consumer reporting agencies.

Information we collect indirectly from you, including information gathered through your interactions with our website. This information may include, Internet protocol ("IP") address, browser type, operating system, Internet service provider, and time stamps.

### How we use the personal information we collect:

We collect, use, disclose, transfer and store your personal information when needed to conduct our business and to provide you with the best possible services and experience. We may also use your personal information to:

- provide the services you have asked us to provide in order to perform our contractual obligations in relation to those services (including to process your futures trades and generate futures trading statements);
- verify your identity and to set up and administer your account, provide technical and customer support and send you important account, subscription and service data, in order to perform our contractual obligations and to comply with our legal obligations;
- deliver your daily and monthly statements to you;
- determine if you have sufficient risk capital to trade futures and options on futures;

- communicate with you about the services you have asked us to provide;
- provide you with marketing and offers from us or any affiliates. If you are a resident of the European Economic Area (“EEA”) we shall send you such email communication where we have your permission to do so. In case you don't want to receive such communication from us in the future, please use the unsubscribe link within the email;
- market our products and services to people like you, in accordance with our legitimate interests;
- deliver tailored content such as news, research, reports, and business information and to personalize your experience with our services (using, for example, your location and trading history);
- improve our services;
- comply with our legal, contractual, and regulatory obligations as specified below; and, We may also collect and use your non-personal, anonymized information for statistical purposes and analysis and to help us provide a better service.

### Trade activity on the trading platform:

In order to meet our legal and regulatory obligations, and in accordance with our legitimate interests, we will monitor your trading activity, such as the frequency of your trading and number of trades, your monetary activity such as number of deposits/withdrawals, payment methods used, and your device information and IP.

### Our legal obligations:

We may be required to retain and use personal information to meet our internal and external audit requirements, for data security purposes and as we believe necessary or appropriate: (a) to comply with our obligations under applicable law and regulations, which may include laws and regulations outside your country of residence; (b) to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include such authorities outside your country of residence; (c) to monitor compliance with and enforce our trading platform terms and conditions; (d) to carry out anti-money laundering, sanctions or “Know Your Customer” checks as required by applicable laws and regulations; or (d) to protect our rights, privacy, safety, property, or those of other persons. We are also required to use and retain personal information after you have closed your account for legal, regulatory and compliance reasons, such as the prevention, detection or investigation of a crime, loss prevention, or fraud prevention.

### Information we may share about our Customers:

We share or disclose your personal information when necessary to provide services or conduct our business operations as described below. When we share personal information, we do so in accordance with applicable data privacy laws and our internal security standards.

Below are the parties with whom we may share personal information and why:

- Affiliated Companies - Plus500US may share personal information about our current and former customers with our affiliated companies for complying with regulatory obligations, the provision of services, account administration, sales and marketing, customer and technical support. In this case, your personal information will remain subject to the strictest

confidentiality and data privacy protections. We may process personal information in connection with the website and trading platform in the following locations: United States, Bulgaria, Ukraine, and Israel.

- Unaffiliated Companies (third-party service providers) - To the extent that we may engage unaffiliated companies to assist in providing us with services (e.g., such as software; system and platform support; direct marketing services; cloud hosting services; advertising; data analytics; and order fulfillment and delivery), such providers will be subject to stringent contractual requirements to maintain the confidentiality of any personal information they may obtain in connection with the performance of their services for us. We will make every effort to ensure that they receive the minimum amount of personal information necessary and will be allowed to retain that information only for as long as necessary in order to provide such services. Our third-party service providers are not permitted to share or use personal information we make available to them for any other purpose than to provide services to us.
- Third parties for legal reasons - We may also disclose your personal information to a third party when you ask us to do so or when we believe it is required by law, such as:
  - To comply with legal obligations and respond to requests from competent government agencies, including law enforcement and other administrative public authorities, which may include such authorities outside of your country of residence.
  - To comply with an order of a competent Court, and which may include competent Courts outside of your country of residence.
  - In the event of a merger, sale, restructure, acquisition, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
  - To protect our rights, users, systems and services.

### International transfers of personal information:

Due to the nature of our services and our trusted third-party providers, we may need to process your personal information in jurisdictions other than the United States. In such cases, we will ensure that the processing only takes place in jurisdictions that have been found to uphold an adequate level of protection regarding personal information or ensure that there are other legal mechanisms in place to ensure appropriate safeguards for the processing of the personal information.

### Retention of your information:

We will only retain your personal information for as long as we reasonably require it for legal or business purposes, subject to the minimum applicable regulatory retention period. In determining data retention periods, we take into account local laws, contractual obligations, and the expectations and requirements of our customers. When we no longer need personal information, we securely delete or destroy it.

### Protection of your personal information and privacy:

Only authorized employees, agents, affiliates or service providers will have access to your personal information. Each of them is held to the highest standards of privacy and security.

We are committed to safeguarding and protecting personal information and implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to

protect any personal information provided to us from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal information transmitted, stored or otherwise processed.

### Cookies:

Cookies are small text files placed on your device and are commonly used on the internet. We use cookies on the website and the trading platform. To understand more about the kind of cookies we use and how you can control and delete cookies, please see our Cookie Policy [here](#).

### Controlling your personal information:

We respect your rights to control your personal information and will facilitate the execution of your rights in accordance with applicable law, as specified in Annex A below.

### Third party websites:

Our website may include links to other internet sites, content or videos maintained by third parties. We do not endorse such third party sites and are not responsible for the content of any third party sites. Please note that this privacy policy ("**Policy**") does not extend to third party sites linked to this website, and we encourage you to check the applicable privacy policy of such third party sites to determine how they will handle any personal information they collect from you.

### Third party login:

You may choose to use your own social networking logins to log onto our Platform. If you choose to connect using a social networking or similar service, we may receive and store authentication information from that service to enable you to log in and other information that you may choose to share when you connect with these services. These third-party services may collect information such as the web pages you visited and IP addresses and may set cookies to enable features to function properly. We are not responsible for the security or privacy of any information collected by these third parties. You should review the privacy statements or policies applicable to the third-party services you use to connect to the Platform. If you do not want your personal data shared with your social media account provider or other users of the social media service, please do not connect your social media account with your Plus500 account and do not use the related functionality on the Platform.

### Children:

Our website, products and services are directed to people who are at least 18 years old. If you are under 18, do not use or provide any information on this website or through any of its features; do not register on the website, make any purchases through the website, or provide any information about yourself to us, including your name, address, telephone number, or email address. Plus500US does

not knowingly collect personal information from a child and will delete such information if Plus500US becomes aware that such information has been provided.

If you believe that children have provided personal information to Plus500US, please contact us immediately at [us.compliance@plus500.com](mailto:us.compliance@plus500.com).

### Changes in Policy:

If this Policy changes you will be notified through the Plus500US website or in other appropriate ways.

### Contacting us about this Policy or making a complaint:

If you have any questions or concerns about this Policy, or want to exercise your rights as a data subject as set out in this Policy, or would like to raise a complaint or comment, please contact our Privacy Team and the Data Protection Officer by emailing [us.compliance@plus500.com](mailto:us.compliance@plus500.com).

When you email us you may be requested to provide some additional personal information, like your name, email address and residential address. We will use this data to verify your identity in order to be able to respond to your query, and so that we can meet our contractual obligations.

Emails are stored on our standard internal contact systems which are secure and cannot be accessed by external parties.

If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can escalate your complaint to the data protection supervisory authority in your jurisdiction. Contacts of the local European data protection supervisory authorities can be found [here](#).

This Policy was last updated on May 2024.

## Annex A - Individual Rights

### **A. California residents only:**

As a California resident you have the following rights:

- (1) **Right to Know (Right of Access):** You have the right to request access to the personal information Plus500US collects on you. Upon receipt of such a request, we will give you access to your personal information (including a copy of it), unless any relevant legal requirements prevent us from doing so or other exemptions apply. Before providing access to you, we will ask you to prove your identity and give us sufficient information about your interaction with us so that we can locate any relevant data.
- (2) **Right to Delete:** You may have the right to request that Plus500US delete any personal information about you that we have collected. If you request that we delete your personal information this will result in the automatic closure of your account and we will remove your personal information from active processing. However, we will be required to maintain your



personal information to comply with our legal and regulatory requirements including, but not limited to, our record retention requirements.

- (3) **Right to Opt-out of the Sale of Personal Information:** Plus500US does not sell your personal information. Except as described in this Policy, we will not otherwise disclose personal information to any third parties unless you have been provided with an opportunity to opt out of such disclosure.
- (4) **Right to Notification of Financial Incentive:** Plus500US does not offer incentives for the collection, sale, or deletion, of personal information.

You will not receive discriminatory treatment from us if you exercise any of the above-mentioned rights.

To exercise any of the rights listed above please email [us.compliance@plus500.com](mailto:us.compliance@plus500.com).

**B. EEA/UK residents only:**

- C. As per the General Data Protection Regulation (“**GDPR**”), we respect your right to access and control your personal data. We will respond to requests for personal data and, where applicable, will correct, amend, or delete your personal data.
- (1) **Access to personal data:** We will give you access to your personal data (including a copy of it) on request, unless any relevant legal requirements prevent us from doing so or where other exemptions apply. Before providing access to you, we will ask you to prove your identity and give us sufficient information about your interaction with us so that we can locate any relevant data.
- (2) **Correction and deletion:** You have the right to correct or amend your personal data if it is inaccurate or requires updating. You may also have the right to request us to delete your personal data. If you request that we delete your personal data this will result in the automatic closure of your account and we will remove your personal data from active processing. However, we will be required to maintain your personal data to comply with our legal and regulatory requirements including, but not limited to, our record retention requirements.
- (3) **Restrict processing:** You have the right to control the use of your personal data for marketing purposes. In some other certain circumstances you can ask us to stop processing your personal data. However, this may result in us being unable to continue to provide you with access to the trading platform.

We reserve the right to charge you a reasonable administrative fee for any manifestly unfounded or excessive requests concerning your access to your personal data, and for any additional copies of the personal data you request from us.

For additional information regarding exercising your rights please [click here](#).

**OPTIONAL ACCOUNT FORMS**  
*(To be signed when applicable)*

## VOLUNTARY ARBITRATION AGREEMENT

This Voluntary Arbitration Agreement will be deemed a part of, and incorporated into the Account Agreement with Plus500US Financial Services, LLC ("Plus500US") when signed below whereby the undersigned consents to and agrees to abide by the provisions hereof. If you sign this Voluntary Arbitration Agreement you agree that any controversy, claim or grievance between you and Plus500US relating to your account(s) shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedures described herein. Any award rendered thereon by the arbitrators shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered in any court having jurisdiction.

Notification of your intent to arbitrate must be sent by certified mail to Plus500US at its Itasca office. At such time as you notify Plus500US that you intend to submit a claim to arbitration, or at such time as Plus500US notifies you of its intention to submit a claim for arbitration, you will have the opportunity to elect a qualified forum for the conducting of the proceeding. Please note that, in the Account Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. Within ten business days after receipt of a notice from you or at the time Plus500US so notifies you, Plus500US will provide you with a list of three organizations whose procedures qualify them to conduct arbitrations in accordance with CFTC Rule 166.5, together with a copy of the rules of each forum listed. If you fail to make such a selection within forty-five days, then Plus500US shall have the right to make such an election. If Plus500US notifies you of its intent to submit a claim for arbitration, it shall designate a qualified forum for conducting the proceedings. Plus500US will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that you have acted in bad faith in initiating or conducting that proceeding. If, by reason of any applicable statute, regulation, exchange rule or otherwise (other than by reason of your entitlement to commence reparation proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder), your advance agreement to submit a controversy to arbitration would not be enforceable by Plus500US, then this provision shall not permit you to enforce Plus500US's advance agreement to submit to arbitration.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION. THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR Plus500US MAY SUBMIT TO ARBITRATION UNDER THIS

AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF Plus500US INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH Plus500US. (SEE 17 CFR 166.5.)

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

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**Customer Name**



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**Signature**

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**Date**



## ADDITIONAL RISK DISCLOSURE STATEMENT

Dear Sir or Madam: The information on your account application indicates that you do not meet the guidelines to open a commodity futures and options trading account for ONE or MORE of the following reasons:

- You are not at least 23 years old
- You are retired
- You do not have at least one year of futures investment experience
- Your annual income is less than \$25,000
- Your net worth is less than \$25,000

While we are prepared to open your account, it is necessary to advise you to reconsider this investment. Based on your personal information and/or investment experience, futures and/or options trading might be too risky of an investment strategy. The loss in trading commodity futures can be substantial. You should carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. The high degree of leverage that is obtainable in futures trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

ACKNOWLEDGMENT I understand that I do not meet the minimum guidelines to open an account as set forth by in the above paragraphs. However, I have considered the financial risk involved in commodity trading with regard to my personal situation and I wish to proceed with opening an account.

**Customer Name:** \_\_\_\_\_



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## HEDGE REPRESENTATION LETTER (HEDGE CUSTOMERS ONLY)

In order to induce Plus500US Financial Services, LLC ("Plus500US") to open and maintain the undersigned's account, the undersigned represents that the transactions identified below in this account are for hedging or recognized risk management purposes only and shall be entered into solely for the purpose of protection against losses which may be incurred in a cash position in a specific commodity, or with respect to derivatives such as financial, interest rate or stock index futures, to protect against losses that may be incurred in an existing financial portfolio.

The following commodities are for bona fide hedging purposes:

_____	_____
_____	_____
_____	_____

The undersigned is familiar with all laws, rules and regulations concerning hedging in such contracts and has not relied upon Plus500US for any related advice. This notification is a continuing one and shall remain in force until canceled in writing. The undersigned acknowledges that Plus500US shall rely upon this representation and shall notify Plus500US immediately if this representation does not remain true and correct. Commodity Futures Trading Commission Regulation 190.06(d) requires that a broker must provide an opportunity for each customer to specify when undertaking its first hedging contract whether, in the event of the broker's bankruptcy, such customer prefers that open commodity contracts held in a hedging account be liquidated by the trustee. Accordingly, please indicate below your preference for open contracts in your account if such an event were to occur.

I instruct, that in the event of bankruptcy of the broker, the trustee:

**Liquidate**

**Not Liquidate**

open commodity positions in my hedge account without seeking my instructions.

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



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



*Include a copy of a voided check*

## AUTHORIZATION AGREEMENT FOR DIRECT ACH DEBITS AND CREDITS

This agreement establishes a standing authorization that allows Plus500US Financial Services, LLC ("Plus500US") to initiate debit and credit transfers via ACH between your bank account and your Plus500US trading account.

Select One:          initial authorization          amended authorization          cancellation

Bank account title \_\_\_\_\_

Bank account type – select one:          checking          savings

Financial institution name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing number \_\_\_\_\_ Bank account number \_\_\_\_\_

Additional routing information (if necessary) \_\_\_\_\_

Customer represents that Customer is the owner of the listed bank account carried at the listed financial institution. Customer will provide any validation information requested by Plus500US. Customer represents that the information provided in this Authorization is correct and that Customer shall be solely responsible for any errors resulting from Customer's failure to provide and/or maintain accurate information with Plus500US.

Customer hereby authorizes Plus500US to electronically debit or credit Customer's bank account upon Customer's request or as otherwise required to satisfy margin calls or deficits in Customer's trading account in accordance with Customer's duly executed Account Agreement, via ACH (Automated Clearing House) to or from the above listed financial institution.

Customer agrees that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of all current margin calls or other deficits (as determined under the Plus500US Account Agreement) plus applicable fees and that notice of margin calls, deficits, and fees contained in daily account activity confirmations is sufficient.

Customer acknowledges that all transactions initiated pursuant to this authorization are subject to the rules of the National Automated Clearing House Association applicable to CCD debit transactions and not subject to regulation under the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, the rules of the Consumer Financial Protection Bureau or any state enactment of the Uniform Commercial Code. Customer further agrees that all ACH transactions initiated pursuant to this authorization must comply with all applicable U.S. laws.

Customer understands that this authorization will remain in full force and effect until Plus500US is notified in writing or by email that this authorization has been canceled. Customer understands that Plus500US requires prior notice of at least one business day to cancel this authorization.

Signature  \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature  \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Trading Account Number(s): \_\_\_\_\_

**YOU MUST INCLUDE WITH THIS AGREEMENT A CANCELED CHECK OR A RECENT  
BANK ACCOUNT STATEMENT FOR THE AUTHORIZATION TO BECOME EFFECTIVE**

*Include a copy of a voided check*



## CUSTOMER WIRE INSTRUCTIONS

**IMPORTANT: Trading Account and Bank Account names must match**

### **CUSTOMER INFORMATION**

Plus500US Account Number (if available) \_\_\_\_\_

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

Country (if not United States) \_\_\_\_\_

### **CUSTOMER'S BANK INFORMATION**

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

Branch (if applicable) \_\_\_\_\_

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


City \_\_\_\_\_ State \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_


Name on Bank Account: \_\_\_\_\_

Bank account type – select one:          checking          savings

Routing number \_\_\_\_\_ Bank account number \_\_\_\_\_

Additional routing information (if necessary) \_\_\_\_\_

Signature  \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature  \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Add a copy of the following document

1) [Articles of Incorporation](#)

*Include a copy of your*

**DRIVERS LICENSE**

*(for all officers and owners)*