

## Morgan Stanley Smith Barney LLC Futures Account Documentation

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## Instructions

Thank you for your interest in opening a futures trading account at Morgan Stanley Smith Barney LLC.

Morgan Stanley Smith Barney LLC is registered as a futures commission merchant.

This package includes the agreements and forms necessary to establish a futures trading account as well as certain documentation which may, at your discretion, be completed by you to allow specific types of trading activities. Included is a set of Disclosure Statements required by exchanges and regulators for certain types of activities. You should review these statements to understand some of the risks of trading and be aware of how your rights in certain markets might be limited. These Statements should be kept by you and copies should be distributed to the relevant parties within your organization.

In addition to the attached documents, additional legal, financial and other personal information may be required from you prior to approving a new account.

Employees of banks and brokerage firms will be asked to submit an Employee Consent Letter.

If your account will be traded by someone other than you under a Power of Attorney, additional documentation will be required prior to the start of trading.

Hedge clients must be sure to complete the appropriate hedge information on the Account Application and the Hedge Election.

Personal accounts of Morgan Stanley Smith Barney LLC Financial Advisors or Private Wealth Advisors require Complex Manager or District Manager approval.

encl.:    Futures Account Application  
            Futures Customer Agreement  
            Morgan Stanley Smith Barney LLC Disclosure Documents

## Financial Data to be Supplied by the Customer

- **Individual Accounts**

Personal Financial Statement (included herein)

- **Commercial Accounts**

Audited Financial Statement; Interim Statement

- **Public Corporations**

Audited Financial Statement or 10-K; Interim 10-Q

- **Commercial Banks**

Audited Financial Statement; FDIC Call Report

- **Thrifts**

Audited Financial Statement; FHLBB Report

- **Broker-Dealers**

Audited Financial Statement; FOCUS Report

- **Insurance Companies**

Audited Financial Statement; Statutory Report; Interim Statement

- **Funds**

Prospectus; Audited Financial Statement; Current Statement of Net Asset Value

- **Trusts**

Employee Benefit Plans—Trustee Certification of Investment Powers form

Personal—Trustee Certification of Investment Powers form

**NOTE:** All audited financial statements must include prior-year results.

## Checklist of Required Documents

### Individual Accounts

- : Futures Account Application
- : Personal Financial Statement (*if requesting a trading limit of \$50,000 or more*)
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Employee Consent Letter (*if required*)
- : Proof of Identity

### Partnerships

- : Futures Account Application
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Partnership Authorization
- : Financial Data (*as set forth above*)
- : Proof of Legal Existence

### Employee Benefit Plan Trusts

- : Futures Account Application
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Trustee Certification of Investment Powers form
- : Form 5500
- : Employee Benefit Plan Rider

### Personal Trusts

- : Futures Account Application
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Trustee Certification of Investment Powers form
- : Schedule of Assets

### Joint Accounts

- : Futures Account Application
- : Personal Financial Statement (*for each party, if requesting a trading limit of \$50,000 or more*)
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Joint Account Signatures
- : Employee Consent Letter (*if required*)
- : Proof of Identity

### LLCs

- : Futures Account Application
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Limited Liability Company Authorization
- : Financial Data (*as set forth above*)
- : Proof of Legal Existence

### Corporations and Institutions

- : Futures Account Application
- : Signed Futures Customer Agreement
- : W-9 or W-8
- : Financial Data (as set forth above)
- : Proof of Legal Existence
- : Corporate Authorization

Morgan Stanley

## Morgan Stanley Smith Barney LLC Futures Account Forms

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ACCOUNT NAME

---

ACCOUNT NUMBER

**For Internal Use Only**

Approvals (*Please sign and date*)

---

FA/PWA

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DATE

---

BRANCH MANAGER

---

DATE

**For Employee Accounts Only**

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DISTRICT MANAGER OR COMPLEX MANAGER

---

DATE

# Futures Account Application

## Individual and Joint Accounts

### Account Application

The following information is being provided by the undersigned for the purpose of opening an account at Morgan Stanley Smith Barney LLC. I represent that the information is true and correct and that I will promptly notify you in writing of any material changes.

Check type of account requested

Individual  Joint

### General Information

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_ RESIDENCE TELEPHONE NUMBER \_\_\_\_\_

CELL TELEPHONE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

CITIZEN OF \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS FOR NOTICES AND ACCOUNT STATEMENTS \_\_\_\_\_

Family Status:  Married  Single

NUMBER OF DEPENDENTS \_\_\_\_\_ SPOUSE'S NAME (IF APPLICABLE) \_\_\_\_\_

SPOUSE'S EMPLOYER (IF APPLICABLE) \_\_\_\_\_ SPOUSE'S OCCUPATION (IF APPLICABLE) \_\_\_\_\_

Is Customer, an immediate family member, or any principal or affiliate: (check as appropriate)

a member of the NFA or any exchange?  Yes  No

registered with the CFTC, NFA, SEC, or NASD?  Yes  No

a director or employee of any brokerage firm, the CFTC, NFA, SEC, NASD or any exchange?  Yes  No

If customer has checked any "yes" box above, please provide details below (including names of parties, employers, and/or registrations held).



**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

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**Employment Information**

EMPLOYER'S NAME

NATURE OF BUSINESS

POSITION HELD (IF RETIRED, LAST POSITION HELD)

YEARS THERE

BUSINESS PHONE

EMPLOYER'S ADDRESS

**Financial Information**

\$ ANNUAL INCOME

\$ NET WORTH

\$ LIQUID ASSETS

\$ APPROXIMATE RISK CAPITAL AVAILABLE

**Discretionary Account Information**

Will Customer's Account be traded pursuant to a grant of discretionary trading authorization (such as a power of attorney)?

 No       Yes. If yes, please provide \_\_\_\_\_

NAME OF AGENT

ADDRESS OF AGENT

DISCRETIONARY ACCOUNTS MUST ALSO COMPLETE SUPPLEMENTAL DOCUMENTATION, AS REQUESTED.

**Bank Reference**

NAME OF BANK

BRANCH OFFICE

ADDRESS OF BANK

TELEPHONE NUMBER

TYPE OF ACCOUNTS(S)

 Checking    Savings    Other \_\_\_\_\_

ACCOUNT NUMBER(S)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Commodity Trading Information**Type of trading account requested:  Speculative  Hedging

Do you have a financial interest in any other commodity trading account at Morgan Stanley Smith Barney LLC?

 Yes  No If yes, indicate name and account number: \_\_\_\_\_

Have you previously traded commodity futures?

 Yes  No If yes to either of the above, complete the following:Have you previously traded securities?  Yes  No

NAME OF FIRM \_\_\_\_\_

NUMBER OF YEARS TRADED \_\_\_\_\_

Type of Account  Futures  SecurityAccount Status  Open  Closed

NAME OF FIRM \_\_\_\_\_

NUMBER OF YEARS TRADED \_\_\_\_\_

Type of Account  Futures  SecurityAccount Status  Open  Closed**Joint Account Supplemental Information—To be completed only if this is a Joint Account**

If joint ownership, check on of the following:

Joint tenants with rights of survivorship  All tenants must complete  
 Tenants-in-common  a separate application.

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

If joint ownership, list name, address, date of birth and social security number of each owner: \_\_\_\_\_

a) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

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

b) NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

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

**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

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**USA Patriot Act Notice****IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR ESTABLISHING A NEW CUSTOMER RELATIONSHIP**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley Smith Barney LLC.

What this means: If you enter into a new customer relationship with Morgan Stanley Smith Barney LLC, Morgan Stanley Smith Barney LLC will ask for your name, address, date of birth (as applicable) and other identification information. This information will be used to verify your identity. As appropriate, Morgan Stanley Smith Barney LLC may, in its discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley Smith Barney LLC may be unable to open an account or establish a relationship with you.

**For Joint Accounts**

This Agreement applies only to Joint Accounts and is in addition to the Morgan Stanley Smith Barney LLC Customer Agreement. Unless otherwise noted, any Account established pursuant to this agreement shall be a joint account with the following designation of tenancy. (Except where prohibited by applicable law, if no box is checked, the tenancy will be deemed to be Joint Tenants with Rights of Survivorship)

- Joint Tenants with Rights of Survivorship.** In the event of the death of either or any of the undersigned, the entire interest in the joint account shall be vested in the survivor(s) on the same terms and conditions as heretofore held, without in any manner releasing the decedent's estate from liability as provided below.
- Tenants in Common.** In the event of the death of either or any of the undersigned, the interests in the Account as of the close of business on the date of the death of the decedent (or on the next following business day if the date of death is not a business day) shall be as specified below.

Name of Tenant	% Interest in Account

The following additional terms and conditions shall apply to a joint account: (a) each of the undersigned shall have the authority on behalf of all of the undersigned and without notice to any other of the undersigned to purchase, sell, or otherwise effect transactions in commodity interests in the Account; to receive confirmations, reports, notices, and any other communications; to receive and dispose of any securities and other property; to make and terminate agreements relating to these matters and to waive or modify provisions thereof; and to deal with Morgan Stanley Smith Barney LLC as if such party is the sole party having any interest in the Account; (b) Morgan Stanley Smith Barney LLC is authorized, empowered and directed to follow the instructions of any of the undersigned concerning the Account and pay money and deliver property in the Account upon the instructions of any of the undersigned without inquiring into the purpose of any such payments or delivery and without being bound to see to the application or disposition of any such money and/or property delivered; (c) the liability of each of the undersigned to Morgan Stanley Smith Barney LLC with respect to the Account shall be joint and several; (d) in the event of the death of any of the undersigned, the survivors shall immediately give written notice to Morgan Stanley Smith Barney LLC and the estate of any of the undersigned who had died and each survivor shall be jointly and severally liable to Morgan Stanley Smith Barney LLC for any debt or loss in the account resulting from completing transactions initiated prior to Morgan Stanley Smith Barney LLC's receipt of the written notice of such death, from liquidating the Account or from adjusting the interests of the parties. Any taxes or other expenses chargeable

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Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

against the account as a result of such death shall also be chargeable against the survivors; provided, however, that this provision shall not release the decedent's estate from any liability provided for in this Agreement. In addition, before or after receiving such written notice of a death, Morgan Stanley Smith Barney LLC may take such actions, including but not limited to, requesting documents and restricting transactions in the account as Morgan Stanley Smith Barney LLC deems advisable to protect itself against any tax, liability, or loss.

The undersigned have received, read, understand, and agree to all the provisions of this Agreement.

**For Joint Accounts:**NAME (*Please type or print*) \_\_\_\_\_NAME (*Please type or print*) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Personal Financial Statement**

NAME \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_ HOME PHONE NUMBER \_\_\_\_\_

I make the following statement of all my assets and liabilities as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and hereby authorize Morgan Stanley Smith Barney LLC to verify the information contained in this application.

CUSTOMER SIGNATURE \_\_\_\_\_

(PLEASE ANSWER ALL QUESTIONS, USING "NO" OR "NONE" WHERE NECESSARY.)

<b>Assets</b>	<b>Liabilities and Net Worth</b>		
Cash (see Schedule No. 1) On hand and unrestricted in bank	\$	Accounts, Loans, Notes Payable	\$
Securities (see Schedule No. 3)	\$	Taxes Payable	\$
Accounts, Loans, and Notes Receivable (See Schedule No. 2)	\$	Mortgages Payable on Real Estate (See Schedule No. 4)	\$
Other Liquid Assets	\$	Other Liabilities (Itemize)	\$
	\$		\$
	\$		\$
	\$		\$
Home (Estimated Market Value) (See Schedule No. 4)	\$		\$
Other Real Estate (See Schedule No. 4)	\$		\$
Net Worth of Business Assets	\$		\$
Other Assets (Itemized)	\$		\$
	\$		\$
	\$	Net Worth	\$
<b>Total Assets</b>	<b>\$</b>	<b>Total Liabilities and Net Worth</b>	<b>\$</b>
<b>Source Of Income</b>		<b>Contingent Liabilities</b>	
Salary	\$	As Endorser or Co-Maker	\$
Bonus and Commissions	\$	On Leases or Contracts	\$
Dividends and Interest	\$	Legal Claims	\$
Real Estate Income	\$	Other Special Debt (Itemized)	\$
Other Income (Itemized)	\$		\$
	\$		\$
<b>Total</b>	<b>\$</b>		<b>\$</b>

**General Information**

Are any assets pledged? Explain: \_\_\_\_\_

Are you a defendant in any suits or legal actions? Explain: \_\_\_\_\_

Have you ever filed for bankruptcy? Explain: \_\_\_\_\_

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Branch No.

Account No.

FA/PWA No.

[REDACTED]

**Supplementary Schedules****No. 1. Banking Relations** (A list of all of my bank accounts, including savings, and loans)

Name and Location of Bank	Cash Balance	Amount of Loan	Maturity of Loan	How endorsed, guaranteed, or secured

**No. 2. Accounts, Loans, and Notes Receivable** (A list of the largest amounts owing to me)

Name And Address of Debtor	Amount owing	Age of Debt	Description of Debt	Description of security Held	Date Payment expected

**No. 3. Stocks, Bonds, and Government Securities**

Face Value (Bonds) no. of Shares (Stocks)	Description of Security	Registered in Name of	Cost	Present market Value	Income Received last Year	To Whom pledged

**No. 4. Real Estate** — The legal and equitable title to all of the real estate listed in this statement is solely in the name of the undersigned, except as follows: \_\_\_\_\_

Description or Street No	Dimensions or acres	Improvements Consist of	Mortgages or Liens	Due Dates and Amounts of Payments	Assessed value	Present Market Value	Unpaid Taxes	
							Year	Amount

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Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

# Futures Account Application

## Corporate, Limited Liability Company, Partnership and Trust Accounts

### Account Application

The following information is being provided by the undersigned for the purpose of opening an account at Morgan Stanley Smith Barney LLC. I represent that the information is true and correct and that I will promptly notify you in writing of any material changes.

**Check type of account requested**

Corporation (See Number 22)  Limited Liability Company (See Number 27)  General Partnership (See Number 33)  
 Financial Institution  Limited Partnership (See Number 33)  Trust, including Pension Plan  
 Other \_\_\_\_\_

### General Information

NAME OF COMPANY \_\_\_\_\_

TAX I.D. NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER \_\_\_\_\_

NATURE OF BUSINESS (DESCRIBE) \_\_\_\_\_

OWNERSHIP \_\_\_\_\_

PUBLIC \_\_\_\_\_

PRIVATE \_\_\_\_\_

YEAR OF INCORPORATION/FORMATION \_\_\_\_\_

JURISDICTION OF INCORPORATION/FORMATION \_\_\_\_\_

### Discretionary Account Information

Will Customer's Account be traded pursuant to a grant of Discretionary Trading Authorization :

Yes  No If Yes, Please Provide: \_\_\_\_\_

NAME OF AGENT \_\_\_\_\_

RELATIONSHIP TO AGENT \_\_\_\_\_

ADDRESS OF AGENT \_\_\_\_\_

Discretionary Accounts must complete supplemental documentation, as provided.

### Bank References

COMMERCIAL BANK REFERENCES (ADDRESS AND ACCOUNT) \_\_\_\_\_

CASH BALANCE \_\_\_\_\_

CREDIT LINE \_\_\_\_\_

ACCOUNT OFFICER (NAME AND NUMBER) \_\_\_\_\_

### Operations Contact

PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOUR OPERATIONS CONTACT

NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER \_\_\_\_\_

FUTURES ACCOUNT AGREEMENT  
FUTACTAG N1012 (10/2012)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Commodity Trading Information**Type of trading account requested:  Speculative  Hedging  Omnibus

Do you have a financial interest in any other commodity trading account at Morgan Stanley Smith Barney LLC?

 Yes  No If yes, indicate name and account number: \_\_\_\_\_

Have you previously traded commodity futures?

 Yes  No If yes to either of the above, complete the following:Have you previously traded securities?  Yes  No

NAME OF FIRM \_\_\_\_\_

NUMBER OF YEARS TRADED \_\_\_\_\_

Type of Account  Commodity  SecurityAccount Status  Open  Closed

NAME OF FIRM \_\_\_\_\_

NUMBER OF YEARS TRADED \_\_\_\_\_

Type of Account  Commodity  SecurityAccount Status  Open  Closed**Corporate Supplemental Information—*To be completed only if this is a Corporate Account***

List the name and title of each officer:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

Name of officer(s) who ordinarily submit(s) trading orders for this account:

Is any officer registered with the Commodity Futures Trading Commission?

 Yes  No If yes, list officer and registration category: \_\_\_\_\_If futures trading the principal business of the company?  Yes  No

Does the company have an offering circular or prospectus or otherwise hold itself out to the public as soliciting participations or interests in the company?

 Yes  No If yes, submit copy of most recent prospectus or offering circular.

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Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Limited Liability Company Supplemental Information**—*To be completed only if this is a Limited Liability Company Account*If limited liability company account, check one of the following:  Member-managed  Manager-managed

If manager-managed limited liability company, list name and address of each manager:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

Name of manager(s) who ordinarily submit(s) trading orders for this account:

Is manager registered as a Commodity Pool Operator with the Commodity Futures Trading Commission?  Yes  NoIs futures trading the principal business of the limited liability company?  Yes  No

If member-managed limited liability company, provide the following information:

Number of members:

Name and address of each member:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

If member-managed, does the limited liability company have an offering circular or prospectus or otherwise hold itself out to the public as soliciting participations or interests in the limited liability company?

 Yes  No If yes, submit copy of most recent prospectus or offering circular. \_\_\_\_\_**Partnership Account Supplemental Information**—*To be completed only if this is a Partnership Account*If partnership account, check one of the following:  General Partnership  Limited Partnership

If general partnership, list name and address of each general partner:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

Name of general partner(s) who ordinarily submit(s) trading orders for this account: \_\_\_\_\_

Is general partner registered as a Commodity Pool Operator with the Commodity Futures Trading Commission?  Yes  NoIs futures trading the principal business of the partnership?  Yes  No

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Branch No.

Account No.

FA/PWA No.

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If limited partnership, provide the following information:

Number of limited partners:

Name and address of each general partner:

NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

If limited partnership, does the partnership have an offering circular or prospectus or otherwise hold itself out to the public as soliciting participations or interests in the partnership?

Yes  No If yes, submit copy of most recent prospectus or offering circular.

**USA Patriot Act Notice****IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR ESTABLISHING A NEW CUSTOMER RELATIONSHIP**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley Smith Barney LLC.

What this means: If you enter into a new customer relationship with Morgan Stanley Smith Barney LLC, Morgan Stanley Smith Barney LLC will ask for your name, address, date of birth (as applicable) and other identification information. This information will be used to verify your identity. As appropriate, Morgan Stanley Smith Barney LLC may, in its discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley Smith Barney LLC may be unable to open an account or establish a relationship with you.

**THIS APPLICATION MUST BE ACCOMPANIED BY A DETAILED BALANCE SHEET AND INCOME STATEMENT.**

**CORPORATIONS, LLCs AND PARTNERSHIPS MAY BE REQUIRED TO SUBMIT UPDATED FINANCIAL STATEMENTS ANNUALLY.**

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Corporate Authorization****Certification**

I, \_\_\_\_\_, being the Secretary/Assistant Secretary of \_\_\_\_\_ (the "Corporation"), a corporation organized under the laws of the State of \_\_\_\_\_, hereby certify that the resolutions set forth below were duly adopted at a meeting of the Board of Directors of the Corporation held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at which a quorum was present and acting throughout and that no action has been taken to rescind or amend said resolutions and that the same are now in full force and effect.

I further certify that the Corporation is duly organized and has the power to take the action called for by the resolutions set forth below and that each of the following has been duly elected and is now legally holding the office set opposite his name.

PRESIDENT \_\_\_\_\_

VICE-PRESIDENT \_\_\_\_\_

TREASURER \_\_\_\_\_

SECRETARY \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto affixed my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNATURE OF SECRETARY/ASSISTANT SECRETARY \_\_\_\_\_

**Resolutions****RESOLVED:**

**FIRST:** That the President or any Vice-President of the Corporation or \_\_\_\_\_ be and each of them hereby is authorized and empowered, for and on behalf of the Corporation, to establish and maintain one or more accounts with Morgan Stanley Smith Barney LLC for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, trading, exchanging, pledging, or otherwise disposing of, or realizing upon, and generally dealing in and with any and all futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts and, in connection therewith, to execute and deliver to Morgan Stanley Smith Barney LLC on behalf of the Corporation, Morgan Stanley Smith Barney LLC's Futures Customer Agreement and all other documents and forms which Morgan Stanley Smith Barney LLC may require in connection with the establishment of an account on behalf of the Corporation.

**SECOND:** That each of the persons named below, acting singly, hereby is authorized and empowered to place orders for the purchase and sale of futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts and for any and all other transactions incident to or in connection with any account maintained by Morgan Stanley Smith Barney LLC on behalf of the Corporation, and to take all action and execute all documents which such person deems necessary or desirable in connection with any such purchase, sale or other transaction, it being the intent of the Corporation to give each of such persons the fullest authority to act on behalf of the Corporation; and Morgan Stanley Smith Barney LLC is entitled to accept and rely on all orders, instructions and directions given to it by any of such persons whether orally or in writing. The persons referred to in this resolution are the following:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

BUSINESS TEL \_\_\_\_\_

CELL TEL \_\_\_\_\_

PRIMARY RESIDENTIAL ADDRESS \_\_\_\_\_

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

DATE OF BIRTH \_\_\_\_\_

FUTURES ACCOUNT AGREEMENT  
FUTACTAG N1012 (10/2012)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

NAME	TITLE
BUSINESS TEL	CELL TEL
PRIMARY RESIDENTIAL ADDRESS	
SOCIAL SECURITY NUMBER	DATE OF BIRTH

**THIRD:** That the Secretary or Assistant Secretary of the Corporation be and he hereby is authorized, empowered and directed to certify, under the seal of the Corporation, or otherwise, to Morgan Stanley Smith Barney LLC: (a) a true copy of these resolutions; (b) specimen signatures of each and every person by these resolutions empowered; and (c) a certificate (which, if required by Morgan Stanley Smith Barney LLC, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to Morgan Stanley Smith Barney LLC as the case may be) that the Corporation is duly organized and existing, that its charter empowers it to transact the business defined by these resolutions, that no limitation has been imposed upon such powers by the By-Laws or otherwise, and that these resolutions in no way conflict with any of the provisions of the charter or By-Laws of the Corporation.

**FOURTH:** That Morgan Stanley Smith Barney LLC may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Morgan Stanley Smith Barney LLC receives written notice of a change in or the rescission of the authority so evidenced and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted.

**FIFTH:** That in the event of any change in the office or powers of persons hereby empowered, the Secretary or Assistant Secretary shall certify such changes to Morgan Stanley Smith Barney LLC in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

**SIXTH:** That any and all past transactions between the Corporation and Morgan Stanley Smith Barney LLC of the kind provided for by this authorization are hereby ratified and approved.

**SEVENTH:** That the foregoing resolutions and the certificates actually furnished to Morgan Stanley Smith Barney LLC by the Secretary or Assistant Secretary of the Corporation pursuant thereto be and they hereby are made irrevocable until Morgan Stanley Smith Barney LLC receives written notice of the revocation thereof.

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Limited Liability Company Authorization**

The undersigned hereby certify that we are [members/managers] of \_\_\_\_\_, a limited liability company formed under the laws of the State of \_\_\_\_\_ (the "Company"), that each of us is of full legal age or is validly existing under the laws of the jurisdiction of our formation, and that the Company is authorized to trade in futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts.

The undersigned further certify that any one of us is authorized to open an account(s) with Morgan Stanley Smith Barney LLC for the purchase or sale of commodity interests for and in the name of the Company, and to execute a Futures Customer Agreement in the name of and on behalf of the Company with Morgan Stanley Smith Barney LLC in order to open such account(s), and that any one of the following members, acting alone, is authorized to act for the Company and its members in every respect concerning said account(s) and to do all things necessary or incidental to the conduct and trading of said account(s):

NAME	TITLE
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BUSINESS TEL	CELL TEL
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ADDRESS	
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SOCIAL SECURITY NUMBER	DATE OF BIRTH
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NAME	TITLE
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BUSINESS TEL	CELL TEL
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ADDRESS	
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SOCIAL SECURITY NUMBER	DATE OF BIRTH
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In consideration of Morgan Stanley Smith Barney LLC's maintaining the account(s) of the Company and agreeing to act as broker for the account(s) of the Company, the undersigned agree that:

- (1) If there is any change in this authorization or if any of the [members/managers] withdraws from the Company, is dissolved, files or has filed against a petition for the appointment of a receiver, bankruptcy trustee or similar official, die or are judicially declared incompetent, one of the undersigned will notify Morgan Stanley Smith Barney LLC in writing immediately. Until Morgan Stanley Smith Barney LLC has actually received such written notice, Morgan Stanley Smith Barney LLC shall be entitled to act in reliance on this authorization. The Company will indemnify Morgan Stanley Smith Barney LLC and hold it harmless from and against any loss suffered or liability incurred in continuing to act in reliance on this authorization prior to its actual receipt of such written notice.
- (2) Upon notice of the withdrawal, dissolution, insolvency, death or judicially declared incompetence of any of the [members/managers], Morgan Stanley Smith Barney LLC is authorized in regard to the account(s) of the Company to take such actions as are described in the Futures Customer Agreement executed in the name of the Company for the purpose of terminating said account(s) and satisfying any obligation the Company may have to it. Morgan Stanley Smith Barney LLC may take such actions as though each of the [members/managers] remained a [member/manager], was alive and was competent, without prior notice to any [member's/manager's] heirs, executors, administrators, legatees, personal representatives, or assigns.

**For Internal Use Only**

Branch No. \_\_\_\_\_ Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

\_\_\_\_\_

(3) This Authorization shall be considered a part of the Futures Customer Agreement with Morgan Stanley Smith Barney LLC executed in the name of the Company and shall cover, individually and collectively, all accounts of the Company at any time opened or reopened with Morgan Stanley Smith Barney LLC, and shall inure to the benefit of Morgan Stanley Smith Barney LLC and its successors and assigns.

Any and all past transactions between the Company and Morgan Stanley Smith Barney LLC of the kind provided for by this authorization are hereby ratified and approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**[MEMBER/MANAGER]:**

SIGNATURE

NAME (Please Print)

**[MEMBER/MANAGER]:**

SIGNATURE

NAME (Please Print)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Partnership Authorization**

The undersigned hereby certify that we are general partners of \_\_\_\_\_, a [general/limited] partnership organized and existing under the laws of the State of \_\_\_\_\_, (the "Partnership"), that each of us is of full legal age or is validly existing under the laws of the jurisdiction of our organization, and that the Partnership is authorized to trade in futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts.

The undersigned further certify that any one of us is authorized to open an account(s) with Morgan Stanley Smith Barney LLC for the purchase or sale of commodity interests for and in the name of the Partnership, and to execute a Futures Customer Agreement in the name of and on behalf of the Partnership with Morgan Stanley Smith Barney LLC in order to open such account(s), and that any one of the following general partners, acting alone, is authorized to act for the Partnership and its partners in every respect concerning said account(s) and to do all things necessary or incidental to the conduct and trading of said account(s):

NAME	TITLE
------	-------

BUSINESS TEL	CELL TEL
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ADDRESS	
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SOCIAL SECURITY NUMBER	DATE OF BIRTH
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NAME	TITLE
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BUSINESS TEL	CELL TEL
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ADDRESS	
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SOCIAL SECURITY NUMBER	DATE OF BIRTH
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In consideration of Morgan Stanley Smith Barney LLC's maintaining the account(s) of the Partnership and agreeing to act as broker for the account(s) of the Partnership, the undersigned agree that:

- (1) The undersigned are jointly and severally liable to Morgan Stanley Smith Barney LLC for any and all obligations arising out of transactions in or relating to the account(s) of the Partnership.
- (2) If there is any change in this authorization or if any of the partners withdraws from the Partnership, is dissolved, files or has filed against a petition for the appointment of a receiver, bankruptcy trustee or similar official, die or are judicially declared incompetent, one of the undersigned will notify Morgan Stanley Smith Barney LLC in writing immediately. Until Morgan Stanley Smith Barney LLC has actually received such written notice, Morgan Stanley Smith Barney LLC shall be entitled to act in reliance on this authorization. The Partnership will indemnify Morgan Stanley Smith Barney LLC and hold it harmless from and against any loss suffered or liability incurred in continuing to act in reliance on this authorization prior to its actual receipt of such written notice.
- (3) Upon notice of the withdrawal, dissolution, insolvency, death or judicially declared incompetence of any of the general partners, Morgan Stanley Smith Barney LLC is authorized in regard to the account(s) of the Partnership to take such actions as are described in the Futures Customer Agreement executed in the name of the Partnership for the purpose of terminating said account(s) and satisfying any obligation the Partnership may have to it. Morgan Stanley Smith Barney LLC may take such actions as though each of the general partners remained a partner, was alive and was competent, without prior notice to any partner's heirs, executors, administrators, legatees, personal representatives, or assigns.

FUTURES ACCOUNT AGREEMENT  
FUTACTAG N1012 (10/2012)

**For Internal Use Only**

Branch No. \_\_\_\_\_ Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

\_\_\_\_\_

(4) This Authorization shall be considered a part of the Futures Customer Agreement with Morgan Stanley Smith Barney LLC executed in the name of the Partnership and shall cover, individually and collectively, all accounts of the Partnership at any time opened or reopened with Morgan Stanley Smith Barney LLC, and shall inure to the benefit of Morgan Stanley Smith Barney LLC and its successors and assigns.

Any and all past transactions between the Partnership and Morgan Stanley Smith Barney LLC of the kind provided for by this authorization are hereby ratified and approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**General Partner:**

SIGNATURE

NAME (Please Print)

**General Partner:**

SIGNATURE

NAME (Please Print)

**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

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**Employee Benefit Plan Rider**

In addition to the representations, warranties, and agreements contained in Morgan Stanley Smith Barney LLC's Futures Customer Agreement, Customer represents and warrants to and agrees with Morgan Stanley Smith Barney LLC that:

If Customer is an Employee Benefit Plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and either is subject to the requirements of ERISA or is a Governmental Plan as defined in Section 3(32) of ERISA:

- (i) Customer is fully knowledgeable concerning the requirements of ERISA as they relate to Customer and has determined that the purchase and sale of futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts by Customer is and will be in full compliance with the requirements of Section 404 of ERISA, including but not limited to the "prudence" and "diversification" requirements of Sections 404(a)(1)(B) and (C) of ERISA;
- (ii) Morgan Stanley Smith Barney LLC is not a fiduciary (as that term is defined in ERISA) of Customer and any advice which Morgan Stanley Smith Barney LLC may provide to or on behalf of Customer with respect to Contracts shall (a) not serve as the primary basis for any trading decision by or on behalf of Customer and (b) is not intended to be individualized investment advice;
- (iii) The plan sponsor of Customer has not terminated the plan nor filed a notice of intent to terminate the plan with the Pension Benefit Guaranty Corporation ("PBGC") nor received a notice that the PBGC intends to terminate the plan nor has a reportable event within the meaning of Section 4043(c) of ERISA occurred;
- (iv) Morgan Stanley Smith Barney LLC has no duty or responsibility regarding Customer's compliance with the requirements of ERISA or any other law or regulation governing Customer's activities pursuant to this Agreement;
- (v) Either (A) Customer has filed a notice of eligibility with the CFTC pursuant to CFTC Regulation 4.5 and all commodity interest transactions effected by Customer through Morgan Stanley Smith Barney LLC will be consistent with the requirements of said Regulation 4.5, or (B) Customer is excluded from the definition of a "pool" by CFTC Regulation 4.5(a);
- (vi) No one other than Customer, participants and beneficiaries of Customer and employees contributing to Customer has any interest in any Account of Customer; and
- (vii) Customer shall furnish Morgan Stanley Smith Barney LLC with the schedule of assets held for investment which forms part of the annual report for the plan funded by the Customer promptly after the filing thereof with the Department of Labor and the Internal Revenue Service and shall further furnish Morgan Stanley Smith Barney LLC with any further financial information regarding the Customer as Morgan Stanley Smith Barney LLC from time to time may reasonably request.

The undersigned agrees to promptly notify Morgan Stanley Smith Barney LLC in writing if any of the warranties and representations contained herein become inaccurate or in any way cease to be true, complete, and correct.

For Employee Benefit Plans:

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NAME OF PLAN

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BY: (Signature of Authorized Officer or Representative)

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DATE

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Trustee Certification of Investment Powers**

(to be completed by Trustees)

## ACCOUNT NUMBER \_\_\_\_\_

In consideration of Morgan Stanley Smith Barney LLC opening and/or maintaining one or more accounts for the Trust named below, I/we, the undersigned Trustee(s), hereby certify as follows:

**A. General Trust Information**

1. The full title of the Trust to which this Certification applies is:

2. The date of the governing Trust or Will is:

3. The Grantor(s) of the Trust is/are:

4. The Trustee(s) of the Trust is/are:

5. The Successor Trustee(s), if any, is/are:

6. The date of the latest Trust Amendment (if any) is:

7. Is the Trust revocable by the Grantor(s) without the consent of any other party?  Yes  No**B. Authorized Individuals**

Morgan Stanley Smith Barney LLC is hereby authorized to accept investment instructions and other instructions from those individuals or entities listed below, unless their authority is expressly limited on this Certification. If any individual or entity listed below is NOT a Trustee, I/we, the undersigned Trustee(s), hereby certify that I/we am/are authorized under the governing instrument and/or applicable law to delegate trading authority to such individual or entity, and that I/we will execute a separate Morgan Stanley Smith Barney LLC Trading Authorization. In addition, all withdrawal privileges have been indicated below; these privileges include, but are not limited to, the authority to make distributions and transfers to beneficiaries and others, including the Trustees. **In general, only Trustees can have withdrawal privileges; agents acting on behalf of a trust can only have withdrawal privileges to wire or journal to a same-name account.**

(ALL AUTHORIZED INDIVIDUALS MUST COMPLETE SECTION B, EVEN IF ALSO SIGNING AS TRUSTEES IN SECTION H)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SOC. SEC. NO. \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

RELATIONSHIP TO TRUST \_\_\_\_\_

Withdrawal privileges:  Unrestricted  Wire/Journal to Same-Name Acc't  None

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATIONSHIP TO TRUST \_\_\_\_\_

Withdrawal privileges:  Unrestricted  Wire/Journal to Same-Name Acc't  None

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATIONSHIP TO TRUST \_\_\_\_\_

Withdrawal privileges:  Unrestricted  Wire/Journal to Same-Name Acc't  None

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATIONSHIP TO TRUST \_\_\_\_\_

Withdrawal privileges:  Unrestricted  Wire/Journal to Same-Name Acc't  None

If more than one individual/entity is listed above, please check whichever one of the following applies:

- All of the individuals/entities listed above must act unanimously
- The individuals/entities listed above can act by majority
- Each of the individuals/entities listed above can act independently

Note: regardless of which box is checked above, Morgan Stanley Smith Barney LLC's policy is to take trade orders from any one Authorized Individual.

Subject to Morgan Stanley Smith Barney LLC's policies, if Morgan Stanley Smith Barney LLC receives conflicting instructions from different Authorized Individuals, or reasonably believes instructions from one Authorized Individual might conflict with the wishes of another Authorized Individual, Morgan Stanley Smith Barney LLC may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Authorized Individuals are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other legal action.

**C. Delegation**

Is/are the undersigned Trustee(s) authorized under the governing instrument and/or applicable law to delegate investment management?

- Yes
- No

**D. Borrowing/Pledging/Guaranteeing**

I/we, the undersigned Trustee(s), hereby certify that I/we am/are authorized under the governing instrument and/or applicable law to enter into transactions of the types specified below: (*check all types of transactions that are permitted*)

- Borrowing and Pledging Trust Assets as Security
- Guaranteeing Loans to Grantor(s)
- Guaranteeing Loans to non-Grantor(s)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**E. Futures And Options Transactions**

I/we, the undersigned Trustee(s), hereby certify that I/we am/are authorized under the governing instrument and/or applicable law to enter into option transactions, both purchase and sales, of the types specified below: *(check all types of investments that are permitted)*

Futures Contracts       Options on Futures Contracts       Spot & Forward Contracts  
 Foreign Exchange Contracts       All of the Above

**F. Other Permitted Investments**

I/we, the undersigned Trustee(s), hereby covenant that I/we am/are authorized under the governing instrument and/or applicable law to make any other investments, both purchase and sales, of the types specified in any instructions that I/we will give to Morgan Stanley Smith Barney LLC, and that Morgan Stanley Smith Barney LLC shall not have any independent duty to verify my/our authority to make such investments.

**G. Other Matters**

1. The undersigned Trustee(s) hereby acknowledge receiving and reviewing all pertinent account documentation and agreements.
2. The undersigned Trustee(s) hereby jointly and severally indemnify Morgan Stanley Smith Barney LLC and its employees and hold it harmless from any and all claims, liabilities, and expenses which may arise from accepting instructions (including instructions related to investments, withdrawals, distributions contributions and transfers) from Authorized Individuals or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the Trust or the account.
3. The undersigned Trustee(s) hereby agree to notify Morgan Stanley Smith Barney LLC in writing of any amendment to the Trust, any change in the composition of the Trustees or the Authorized Individuals, or any other event which could materially alter the representations made in this Certification. Morgan Stanley Smith Barney LLC may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

**H. Trustees**

The undersigned Trustee(s) hereby certify that the undersigned are all of the Trustees:

NAME	ADDRESS
DATE	SIGNATURE
NAME	ADDRESS
DATE	SIGNATURE
NAME	ADDRESS
DATE	SIGNATURE

(ALL TRUSTEES MUST SIGN. ATTACH EXTRA PAGE IF NECESSARY.)

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**I. U.S.A. Patriot Act**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley Smith Barney LLC. Therefore, when an account is opened, Morgan Stanley Smith Barney LLC will ask for the name, address, date of birth (as applicable) and other information that will allow Morgan Stanley Smith Barney LLC to identify each authorized individual. As appropriate, Morgan Stanley Smith Barney LLC may, in its discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley Smith Barney LLC may be unable to open the account or maintain the customer relationship.

# Request for Electronic Transmission of Customer Statements

Attention: Morgan Stanley Smith Barney LLC

The undersigned Customer ("Customer") requests that Morgan Stanley Smith Barney LLC provide Daily Commodity Confirmation Statements and/or Monthly Account Statements of Retail Futures activity solely by electronic transmission to the email address indicated below. Please do not mail hard copies of such statements types as indicated below.

Customer warrants and represents that Customer will promptly print out the relevant Customer statements from the email transmission. Customer understands that there is a risk of failure of any electronic transmission, and will not hold Morgan Stanley Smith Barney LLC liable directly or indirectly for such failure. If Customer fails to receive any daily confirmation or monthly account statements that reflect activity in the account of which Customer is aware, Customer will contact their Morgan Stanley Financial Advisor or Private Wealth Advisor by 8:00 a.m. (Eastern time) on the business day following the day of any such activity for daily confirmations, and by 5:00 p.m. (Eastern time) on the second business day following the end of the calendar month for monthly account statements.

This consent shall remain in effect until revoked by Customer in writing, signed by the undersigned and delivered to the branch office where the Customer account is domiciled.

Customer acknowledges that for its protection and the protection of Morgan Stanley Smith Barney LLC, any request to change the email address listed below must be submitted in writing to your Financial Advisor or Private Wealth Advisor, and must bear the signature of the undersigned. In the event such a request is received from a legal entity, such as a corporation, LLC or partnership, the request must be accompanied by appropriate documentation establishing that the person signing the request possesses the requisite authority to bind the entity. By signing below, Customer represents that the delivery and execution of this consent has been duly authorized.

I wish to receive electronic versions only of my:

- Daily Statements
- Monthly Statement
- Daily and Monthly Statements

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CUSTOMER NAME

ACCOUNT NUMBER(S)

---

CUSTOMER EMAIL ADDRESS NUMBER 1 (PLEASE PRINT)

---

ADDITIONAL EMAIL ADDRESS AUTHORIZED TO RECEIVE STATEMENTS (PLEASE PRINT)

By:

---

SIGNATURE

NAME

DATE



## Futures Customer Agreement

In consideration of Morgan Stanley Smith Barney LLC accepting one or more accounts of the undersigned ("Customer") accounts (if more than one account is carried by Morgan Stanley Smith Barney LLC, all are covered by this Agreement and are referred to collectively as the "Account") and Morgan Stanley Smith Barney LLC's agreement to act as Customer's broker for the execution, clearance, and/or carrying of transactions for the purchase and sale of futures contracts, options on futures contracts, spot and forward contracts, and foreign exchange contracts (collectively referred to as "Contracts"), it is agreed as follows:

- 1. Morgan Stanley Smith Barney LLC**—Morgan Stanley Smith Barney LLC is registered as a futures commission merchant. What this means is that your Financial Advisor or Private Wealth Advisor will work at, and be an associated person of, Morgan Stanley Smith Barney LLC, and he or she will interact with you and take your orders as an employee of Morgan Stanley Smith Barney LLC. All funds related to your account(s) will be paid to and by Morgan Stanley Smith Barney LLC. All checks or wires for futures trading must be payable to Morgan Stanley Smith Barney LLC. You will pay applicable commissions and fees to Morgan Stanley Smith Barney LLC. Any cash and/or commodity positions in your account(s) will be held at Morgan Stanley Smith Barney LLC.
- 2. Authorization**—Customer authorizes Morgan Stanley Smith Barney LLC to purchase and sell Contracts for Customer's Account in accordance with Customer's oral or written instructions. Customer agrees that Morgan Stanley Smith Barney LLC shall be entitled to rely on any instruction, notice, or communication that it reasonably believes to have originated from Customer or Customer's duly authorized agent and Customer shall be bound thereby. Customer hereby waives any defense that any such instructions were not in writing as may be required by any law, rule or regulation.
- 3. Applicable Rules and Regulations**—The Account and each transaction therein shall be subject to the terms of this Agreement and to (a) all applicable laws and the regulations, rules, and orders (collectively, "regulations") of all regulatory and self-regulatory organizations having jurisdiction and (b) the constitution, by-laws, rules, regulations, orders, resolutions, interpretations and customs and usages (collectively, "rules") of the market and any associated clearing organization (each, an "exchange") on or subject to the rules of which such transaction is executed and/or cleared. The reference in the preceding sentence to exchange rules is solely for Morgan Stanley Smith Barney LLC's protection and Morgan Stanley Smith Barney LLC's failure to comply therewith shall not constitute a breach of this Agreement or relieve Customer of any obligation or responsibility under this Agreement. Morgan Stanley Smith Barney LLC shall not be liable to Customer as a result of any action by Morgan Stanley Smith Barney LLC, its officers, directors, employees, or agents to comply with any rule or regulation.
- 4. Payments to Morgan Stanley Smith Barney LLC**—Customer agrees to pay to Morgan Stanley Smith Barney LLC immediately on request (a) commissions, fees, and service charges as are in effect from time to time together with all applicable regulatory and self-regulatory organization and exchange fees, charges, and taxes, (b) the amount of any debit balance or any other liability that may result from transactions executed for the Account; and (c) interest on such debit balance or liability at the prevailing rate charged by Morgan Stanley Smith Barney LLC at the time such debit balance or liability arises and service charges on any such debit balance or liability, together with any reasonable costs and attorneys' fees incurred in collecting any such debit balance or liability. Customer acknowledges that Morgan Stanley Smith Barney LLC may charge commissions at other rates to other customers.
- 5. Customer's Duty to Maintain Adequate Margin**—Customer shall at all times and without prior notice or demand from Morgan Stanley Smith Barney LLC maintain adequate margins in the Account so as continually to meet the original and maintenance margin requirements established by Morgan Stanley Smith Barney LLC for Customer. Morgan Stanley Smith Barney LLC may change such requirements from time to time at Morgan Stanley Smith Barney LLC's discretion. Such margin requirements may exceed the margin requirements set by any exchange or other regulatory authority and may vary from Morgan Stanley Smith Barney LLC's requirements for other customers. Customer agrees, when so requested, immediately to wire transfer margin funds and to furnish Morgan Stanley Smith Barney LLC with names of bank officers for immediate verification of such transfers. Morgan Stanley Smith Barney LLC's failure to require satisfaction of a margin call immediately on any occasion shall not be deemed to be a waiver of its right to do so in the future. Customer acknowledges and agrees that Morgan Stanley Smith Barney LLC may receive and retain as its own any interest, increment, profit, gain, or benefit, directly or indirectly, accruing from any of the funds Morgan Stanley Smith Barney LLC receives from Customer.

## 6. Delivery

- (a) 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. Morgan Stanley Smith Barney LLC has no control over or makes any warranty with respect to grade, quality, or tolerances of any commodity delivered in fulfillment of a contract.
- (b) Customer understands that liquidating instructions on open futures positions maturing in a current month must be given to their Morgan Stanley Financial Advisor or Private Wealth Advisor at least five business days prior to the first notice day in the case of long positions and, in the case of short positions, at least five business days prior to the last trading day. Alternatively, sufficient funds to take delivery or necessary delivery documents to make delivery must be delivered to Morgan Stanley Smith Barney LLC within the same period described above. If Morgan Stanley Smith Barney LLC has requested instructions, funds, or documents, and the same are not received by Morgan Stanley Smith Barney LLC within the applicable time frame set forth above, Morgan Stanley Smith Barney LLC without any further notice or requests may either liquidate Customer's positions or make or receive delivery on Customer's behalf upon such terms and such methods as Morgan Stanley Smith Barney LLC deems to be feasible.
- (c) In the case of Morgan Stanley Smith Barney LLC's inability to deliver any security, commodity or other property to the purchaser by reason of failure of Customer to supply Morgan Stanley Smith Barney LLC therewith, then and in such event, Customer authorizes Morgan Stanley Smith Barney LLC to borrow or buy any security, commodity, or other property necessary to make delivery thereof. Customer agrees to be responsible for any premiums which Morgan Stanley Smith Barney LLC may be required to pay thereon or any cost which Morgan Stanley Smith Barney LLC may sustain by reason of Morgan Stanley Smith Barney LLC's inability to borrow or buy the security, commodity, or other property sold and for any debit, loss, fine, or other assessment or penalty levied against Morgan Stanley Smith Barney LLC as a result of Customer's failure.

## 7. Options

- (a) Morgan Stanley Smith Barney LLC shall not have any obligation to exercise any long option contract unless Customer has furnished Morgan Stanley Smith Barney LLC with timely exercise instructions and sufficient initial margin with respect to each underlying futures contract. Customer understands that some exchanges and clearing houses have established cut-off times for the tender of option exercise instructions and that an option will become worthless if instructions are not delivered before such expiration time. Customer also understands that certain exchanges and clearing houses automatically exercise some "in-the-money" options unless instructed otherwise. Customer acknowledges full responsibility for taking action either to exercise or to prevent the automatic exercise of an option contract, as the case may be, and Morgan Stanley Smith Barney LLC is not required to take any action with respect to an option contract, including without limitation, any action to exercise an option prior to its expiration date or to prevent its automatic exercise, except upon Customer's express instructions. Customer further understands that Morgan Stanley Smith Barney LLC may establish exercise cut-off times which may be different from the times established by exchanges and clearing houses.
- (b) Customer understands that all short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned, and that assignment notices are allocated among Morgan Stanley Smith Barney LLC's customers' short options positions which are subject to assignment. Customer understands that Morgan Stanley Smith Barney LLC may not be able to notify Customer that a position was exercised prior to the opening of the next trading session, although Morgan Stanley Smith Barney LLC will undertake reasonable efforts to do so.

## 8. Foreign Currency—

If Morgan Stanley Smith Barney LLC enters into any transaction for Customer effected in a currency other than U.S. dollars: (a) any profit or loss caused by changes in the rate of exchange for such currency shall be for Customer's Account and risk and (b) unless another currency is designated in Morgan Stanley Smith Barney LLC's confirmation of such transaction, all margin for such transaction and the profit or loss on the liquidation of such transaction shall be in U.S. dollars at a rate of exchange determined by Morgan Stanley Smith Barney LLC's in its discretion on the basis of then prevailing market rates of exchange for such foreign currency.

## 9. Position Limits—

(a) Customer agrees that Morgan Stanley Smith Barney LLC's, 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 Morgan Stanley Smith Barney LLC may require Customer to reduce open positions carried with Morgan Stanley Smith Barney LLC, and (iii) that Morgan Stanley Smith Barney LLC may refuse to accept orders to establish new positions. Morgan Stanley Smith Barney LLC may impose and enforce such limits, reduction, or refusal whether or not they are required by applicable law, regulations, or rules. (b) Customer shall comply with all position limits established by any regulatory or self-regulatory organization or any exchange. In addition, Customer agrees to notify Morgan Stanley Smith Barney LLC promptly if Customer is required to file position reports with any regulatory or self-regulatory organization or with any exchange and agrees to provide Morgan Stanley Smith Barney LLC with copies of any such report. Morgan Stanley Smith Barney LLC expressly disclaim any liability for Customer's losses related to Customer's exceeding the Trading Limit. Customer understands that Trading Limits are for Morgan Stanley Smith Barney LLC's use and protection and in no way is Morgan Stanley Smith Barney LLC agreeing to monitor Customer's trading on the Customer's behalf.

**10. No Warranty as to Information or Recommendations**—Customer acknowledges that:

- (a) any market recommendations and information Morgan Stanley Smith Barney LLC 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 Morgan Stanley Smith Barney LLC to be reliable, are incidental to Morgan Stanley Smith Barney LLC's business as a futures commission merchant, may be incomplete and not subject to verification, and will not serve as the primary basis for any decision by Customer;
- (c) Morgan Stanley Smith Barney LLC make 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 Morgan Stanley Smith Barney LLC personnel due to diversity in analysis of fundamental and technical factors and may vary from any standard recommendation made by Morgan Stanley Smith Barney LLC in its market letters or otherwise; and
- (e) Morgan Stanley Smith Barney LLC has no obligation or responsibility to update any market recommendations or information it communicates to Customer.

Customer understands that Morgan Stanley Smith Barney LLC 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 Morgan Stanley Smith Barney LLC or any such officer, director, affiliate, stockholder, representative, or associated person may or may not be consistent with the recommendations furnished to Customer by Morgan Stanley Smith Barney LLC.

**11. Limits on Morgan Stanley Smith Barney LLC's Duties; Liability**—Customer agrees:

- (a) Morgan Stanley Smith Barney LLC is not acting as a fiduciary, commodity trading advisor, investment adviser, or commodity pool operator with respect to Customer or any Contract or Account and Morgan Stanley Smith Barney LLC shall have no responsibility for compliance with any law or regulation governing the conduct of any such fiduciary or advisor or for Customer's compliance with any law or regulation governing or affecting Customer's trading hereunder;
- (b) that the commissions which Morgan Stanley Smith Barney LLC receives are consideration solely for the execution, reporting, and carrying of Customer's trades;
- (c) that if Customer has authorized any third party or parties to place orders or effect transactions on behalf of Customer in any Account, each such party has been selected by Customer based on its own evaluation and assessment of such party and that such party is solely the agent of Customer, and if any such party allocates Contracts among its customers, Customer has reviewed each such party's allocation system, has satisfied itself that such allocation system is fair, and will seek recovery solely from such party to recover any damages sustained by Customer as the result of any allocation made by such party; and

\_\_\_\_\_

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(d) to waive any and all claims, rights, or causes of action which Customer has or may have against Morgan Stanley Smith Barney LLC or its officers, employees, and agents (i) arising in whole or in part, directly or indirectly, out of any act or omission of any person, whether or not legally deemed an agent of Morgan Stanley Smith Barney LLC, who refers or introduces Customer to Morgan Stanley Smith Barney LLC, respectively or places orders for Customer and (ii) for any punitive damages and to limit any claims arising out of this Agreement or the Account to Customer's direct out-of-pocket damages.

**12. Consent to Take the Other Side of Orders**—Without its prior notice, Customer agrees that when Morgan Stanley Smith Barney LLC executes sell or buy orders on Customer's behalf, Morgan Stanley Smith Barney LLC, its directors, officers, employees, agents, affiliates, and any floor broker may take the other side of Customer's order for the account of such person subject to such order being executed or terminal operator in accordance with and subject to the limitations and conditions, if any, contained in applicable rules and regulations.

**13. Extraordinary Events**—Customer shall have no claim against Morgan Stanley Smith Barney LLC 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, or communication facilities, (e) the failure or delay by any exchange to enforce its rules or to pay to Morgan Stanley Smith Barney LLC 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 Morgan Stanley Smith Barney LLC, or (g) any other cause or causes beyond Morgan Stanley Smith Barney LLC's control.

**14. Indemnification of Morgan Stanley Smith Barney LLC**—Customer agrees to indemnify, defend and hold harmless Morgan Stanley Smith Barney LLC (with respect to subparagraph (a) below) 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 or refusal to comply with any provision of this Agreement or perform any obligation on its part to be performed pursuant to this Agreement; or
- (b) Customer's failure to timely deliver any security, commodity, or other property previously sold by Morgan Stanley Smith Barney LLC on Customer's behalf.

**15. Notices; Transmittal**—Morgan Stanley Smith Barney LLC shall transmit all communications to Customer at Customer's address, e-mail address, telefax or telephone number set forth in the accompanying Futures Account Application or to such other address as Customer may here-after direct in writing. Customer shall transmit all communications to Morgan Stanley Smith Barney LLC (except routine inquiries concerning the Account) to the attention of the Futures Compliance Officer, 480 Washington Blvd, Jersey City, NJ 07310, with a copy to the Customer's Morgan Stanley Financial Advisor or Private Wealth Advisor. All payments and deliveries to Morgan Stanley Smith Barney LLC shall be made as instructed by Morgan Stanley Smith Barney LLC from time to time and shall be deemed received only when actually received by Morgan Stanley Smith Barney LLC.

**16. Confirmation Conclusive**—Confirmation of trades and any other notices sent to Customer shall be conclusive and binding on Customer unless Customer or Customer's agent notifies Morgan Stanley Smith Barney LLC to the contrary (a) in the case of an oral report, orally at the time received by Customer or its agent or (b) in the case of a written report or notice, in writing prior to opening of trading on the business day next following receipt of the report. In addition, if Customer has not received a written confirmation that a Contract has been executed within three business days after Customer has placed an order with Morgan Stanley Smith Barney LLC to effect such transaction, and has been informed or believes that such order has been or should have been executed, then Customer immediately shall notify Morgan Stanley Smith Barney LLC. Thereafter, absent such notice, Customer conclusively shall be deemed estopped to object and to have

waived any such objection to the failure to execute, or cause to be executed such transaction. Anything in this Section 16 notwithstanding, the Customer and Morgan Stanley Smith Barney LLC shall not be bound by any transaction or price reported in error.

**17. Security Interest and Transfer of Funds**

- (a) All Contracts, funds, securities, and other property of the Customer which Morgan Stanley Smith Barney LLC at any time may be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of another person) or which at any time may be in Morgan Stanley Smith Barney LLC's possession or control or carried on its books for any purpose, including safekeeping (collectively, "Property") is to be held by Morgan Stanley Smith Barney LLC as security and subject to a general lien, security interest, and right of set-off for all liabilities of Customer to Morgan Stanley Smith Barney LLC or any affiliate of Morgan Stanley Smith Barney LLC, wherever or however arising and without regard to whether or not Morgan Stanley Smith Barney LLC has made advances with respect to such property. Morgan Stanley Smith Barney LLC is hereby authorized to sell and/or purchase any and all such property without notice to satisfy such general lien and security interest. Customer irrevocably appoints Morgan Stanley Smith Barney LLC as its attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.
- (b) From time to time, Morgan Stanley Smith Barney LLC in its sole discretion, without prior notice to Customer, may apply and transfer any funds (including segregated funds) or other Property interchangeably between any of Customer's Accounts at Morgan Stanley Smith Barney LLC or an affiliate of Morgan Stanley Smith Barney LLC as may be necessary for margin or to satisfy or reduce any deficit or debit balance in any such account. Within a reasonable time after such transfer, Morgan Stanley Smith Barney LLC will confirm the transfer in writing to Customer.
- (c) Property carried for Customer by Morgan Stanley Smith Barney LLC shall be segregated as required by the Commodity Exchange Act and the rules of the Commodity Futures Trading Commission (the "CFTC"). Subject to such segregation requirements, Customer hereby acknowledges that Morgan Stanley Smith Barney LLC is specifically authorized, from time to time and without notice to Customer, either separately or with others, to lend, pledge, repledge, hypothecate or rehypothecate, either to Morgan Stanley Smith Barney LLC or to others, any and all Property (including, but not limited to, metals, warehouse receipts, or other negotiable instruments) held by Morgan Stanley Smith Barney LLC in Customer's Account and shall not at any time be required to deliver to Customer identical property, but may fulfill its obligations to Customer by delivery of property of like or equivalent kind or amount.
- (d) Customer hereby agrees that any foreign currencies, tangible commodities and any rights to the foregoing held by Morgan Stanley Smith Barney LLC in Customer's Account, shall be treated as "financial assets" for purposes of the Uniform Commercial Code.

**18. Right to Liquidate Customer Positions**—In addition to all other rights of Morgan Stanley Smith Barney LLC set forth in this Agreement, Morgan Stanley Smith Barney LLC shall have the right to liquidate Customer positions in the following circumstances:

- (a) when directed or required by a regulatory or self-regulatory organization or exchange having jurisdiction over Morgan Stanley Smith Barney LLC or the Account;
- (b) there is, in the judgment of Morgan Stanley Smith Barney LLC, insufficient margin in the Account, or Morgan Stanley Smith Barney LLC has determined that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the Account;
- (c) Customer's failure to deposit sufficient funds to pay for any commodities and/or to satisfy any demand for initial and/or maintenance margin;
- (d) if Customer or any affiliate of Customer repudiates, violates, breaches, or fails to perform on a timely basis any term, covenant, or condition on its part to be performed under this Agreement or any other agreement with Morgan Stanley Smith Barney LLC;
- (e) if a case in bankruptcy is commenced or if a proceeding under any insolvency or other law for the protection of creditors or for the

appointment of a receiver, liquidator, trustee, conservator, custodian, or similar officer is filed by or against Customer or any affiliate of Customer, or if Customer or any affiliate of Customer makes or proposes to make any arrangement or composition for the benefit of its creditors, or if Customer (or any such affiliate) or any or all of its property is subject to any agreement, order, judgment, or decree providing for Customer's dissolution, winding-up, liquidation, merger, consolidation, reorganization, or for the appointment of a receiver, liquidator, trustee, conservator, custodian, or similar officer of Customer, such affiliate or such property;

- (f) Morgan Stanley Smith Barney LLC is informed of Customer's death or judicial declaration of incompetence;
- (g) if an attachment or similar order is levied against the Account or any other account maintained by Customer or any affiliate of Customer with Morgan Stanley Smith Barney LLC; or
- (h) any other circumstances or developments that Morgan Stanley Smith Barney LLC, in its sole and absolute discretion, considers necessary for its protection.

If any of the events described above in this Section 18 occur, Morgan Stanley Smith Barney LLC shall have the right, in addition to any other remedy available to Morgan Stanley Smith Barney LLC at law or in equity, to (i) satisfy any obligations due Morgan Stanley Smith Barney LLC out of any of Customer's property in Morgan Stanley Smith Barney LLC's custody or control, (ii) liquidate any or all open Contracts held in or for the Account by any means of lawful disposition (including without limitation through any exchange of futures for physicals, block trade, or similar transaction permitted under applicable exchange rules), (iii) cancel any or all of Customer's outstanding orders, (iv) treat any or all of Customer's obligations due Morgan Stanley Smith Barney LLC as immediately due and payable, (v) sell any or all of Customer's property in Morgan Stanley Smith Barney LLC's custody or control in such manner as Morgan Stanley Smith Barney LLC determines to be commercially reasonable, and/or (vi) terminate any or all of Morgan Stanley Smith Barney LLC's obligations for future performance to Customer, all without any notice to or demand on Customer. Any such action may be made in any commercially reasonable manner and all without any notice of default, demand for margin, notice to Customer of sale or purchase, or other notice or advertisement, except Morgan Stanley Smith Barney LLC will make reasonable efforts under the circumstances to notify Customer prior to taking any such action if Morgan Stanley Smith Barney LLC's position would not be jeopardized thereby. Customer agrees that a prior demand, call, or notice shall not be considered a waiver of Morgan Stanley Smith Barney LLC's right to act without demand or notice as herein provided, that Customer shall at all times be liable for the payment of any debit balance owing in each Account upon demand whether occurring upon a liquidation as provided under this Section 18 or otherwise under this Agreement, and that in all cases Customer shall be liable for any deficiency remaining in each Account in the event of liquidation thereof in whole or in part, together with interest thereon and all costs relating to liquidation and collection (including reasonable attorneys' fees). In the event Morgan Stanley Smith Barney LLC exercises any remedies available to it under this Agreement, Customer shall reimburse, compensate, indemnify, defend and hold harmless Morgan Stanley Smith Barney LLC for any and all costs, losses, penalties, fines, taxes and damages that Morgan Stanley Smith Barney LLC may incur, including reasonable attorneys' fees incurred in connection with the exercise of its remedies and the recovery of any such costs, losses, penalties, fines, taxes and damages.

**19. Customer Representations, Warranties, and Agreements**—Customer represents and warrants to and agrees with Morgan Stanley Smith Barney LLC 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 hereby are suitable for Customer;
- (b) Customer, if a legal entity, represents that it is duly organized, validly existing, and empowered to enter into 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 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 a futures commission merchant, broker-dealer, introducing broker, or regulatory or self-regulatory organization except as previously disclosed in writing to Morgan Stanley Smith Barney LLC;

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- (d) except as disclosed on the accompanying Futures 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 Morgan Stanley Smith Barney LLC of the identity of any other person or entity that controls the trading of the Account, has a financial interest of 10% or more in the Account or the identity of any other account in which the Customer controls or has a 10% or greater ownership interest;
- (e) if Customer's account has been designated as a "hedge account," and unless Customer notifies Morgan Stanley Smith Barney LLC to the contrary at the time it places an order with Morgan Stanley Smith Barney LLC, 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 and with rules, regulations, and/or guidelines issued by any 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 exchange of futures in connection with cash commodity transactions;
- (i) Customer consents to the electronic recording, at Morgan Stanley Smith Barney LLC's discretion, of any or all telephone conversations with Morgan Stanley Smith Barney LLC (without automatic tone warning device), the use of same as evidence by either party in any action or proceeding arising out of this Agreement, and, Morgan Stanley Smith Barney LLC's erasure, at its discretion, of any recording as part of its regular procedure for handling of recordings;
- (j) absent a separate written agreement between Customer and Morgan Stanley Smith Barney LLC with respect to give-ups, Morgan Stanley Smith Barney LLC, 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 Morgan Stanley Smith Barney LLC for clearance and/or carrying in the Account; if Morgan Stanley Smith Barney LLC does accept such Contracts, Customer authorizes Morgan Stanley Smith Barney LLC 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 executing firm or broker whom Customer or its agents have authorized to execute transactions for Customer's Account;
- (k) Morgan Stanley Smith Barney LLC, for and on behalf of Customer, is authorized and empowered to place orders for Contracts through one or more electronic or automated trading systems maintained or operated by or under the auspices of an exchange, that Morgan Stanley Smith Barney LLC shall not be liable or obligated to Customer for any loss, damage, liability, cost, or expense (including but not limited to loss of profits, loss of use, incidental, or consequential damages) incurred or sustained by Customer and arising in whole or in part, directly or indirectly, from any fault, delay, omission, inaccuracy, or termination of a system or Morgan Stanley Smith Barney LLC's inability to enter, cancel, or modify an order on behalf of Customer on or through a system. The provisions of this Section 19(k) shall apply regardless of whether any customer claim arises in contract, negligence, tort, strict liability, breach of fiduciary obligations or otherwise;
- (l) 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;
- (m) Customer represents that it will open and maintain a brokerage account at Morgan Stanley Smith Barney LLC while maintaining a futures accounts at Morgan Stanley Smith Barney LLC; and

(n) the accompanying Futures Account Application (including any financial statements furnished in connection therewith) is true, correct, and complete.

Customer agrees to promptly notify Morgan Stanley Smith Barney LLC in writing if any of the warranties and representations contained in this Section 19 becomes inaccurate or in any way ceases to be true, complete, and correct.

**20. Successors and Assigns**—This Agreement shall inure to the benefit of Morgan Stanley Smith Barney LLC and its successors and assigns. Morgan Stanley Smith Barney LLC may, subject to the applicable rules and regulations of the CFTC and the National Futures Association, assign this Agreement and transfer Customer's Account to another duly registered futures commission merchant. Customer agrees that its rights and obligations under this Agreement may not be assigned, transferred, sold, or otherwise conveyed, without the prior written consent of Morgan Stanley Smith Barney LLC and any such attempted assignment, transfer, sale, or conveyance without such consent shall be null and void and of no force or effect.

**21. Amendment; No Waiver**—This Agreement may only be altered, modified, or amended by mutual written consent of the parties, except that if Morgan Stanley Smith Barney LLC notifies Customer of a change in this Agreement and Customer thereafter effects a transaction in an Account, Customer agrees that such action by Customer will constitute consent by Customer to such change. No employee of Morgan Stanley Smith Barney LLC, other than Morgan Stanley Smith Barney LLC's General Counsel or his or her designee, respectively has any authority to alter, modify, amend, or waive in any respect any of the terms of this Agreement. The rights and remedies conferred upon Morgan Stanley Smith Barney LLC shall be cumulative, and its forbearance to take any remedial action available to it under this Agreement shall not waive its right at any time or from time to time thereafter to take such action.

**22. Severability**—If any term or provision hereof or the application thereof to any persons or circumstances shall to any extent be contrary to any exchange, government, or self-regulatory regulation or contrary to any federal, state, or local law or regulation or otherwise be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is contrary, invalid, or unenforceable, shall not be affected thereby.

**23. Section Headings**—All section headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing or interpreting any aspect of this Agreement.

**24. Termination**—This Agreement and all authority granted herein shall continue in force until written notice of termination is given by Customer or Morgan Stanley Smith Barney LLC. Termination shall not relieve any party of any liability or obligation incurred prior to such notice. Upon giving or receiving notice of termination, Customer will promptly take all action necessary to liquidate or transfer all open positions in the Account to another futures commission merchant.

**25. Entire Agreement**—This Agreement constitutes the entire agreement between Customer and Morgan Stanley Smith Barney LLC, with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter.

**26. Authorization to Verify Customer Information**—Customer authorizes Morgan Stanley Smith Barney LLC to contact such banks, financial institutions, and credit agencies as Morgan Stanley Smith Barney LLC shall deem appropriate to verify information provided by Customer. Customer further authorizes Morgan Stanley Smith Barney LLC to conduct, or cause to be conducted, an investigation into Customer's background, including but not limited to, credit, regulatory and legal matters, and authorizes Morgan Stanley Smith Barney LLC to retain a consumer reporting agency for that purpose. Such information gathered will be handled in accordance with Morgan Stanley Smith Barney LLC's, as the case may be, privacy policy.

**27. Requests for Further Information**—In order to comply with regulations aimed at the prevention of money laundering, Morgan Stanley Smith Barney LLC reserve the right to request such information as is necessary to verify the identity of Customer as well as the source of any funds transmitted by Customer. In the event of delay or failure of Customer to produce any information required for verification purposes, Morgan Stanley Smith Barney LLC may refuse to accept any further orders for transactions in or for an Account and may terminate this Agreement. In certain circumstances, Morgan Stanley Smith Barney LLC may be required to provide information about Customer to regulatory authorities and to take other or further actions as may be required or authorized by law.

## 28. Governing Law; Consent to Jurisdiction

(a) In case of a dispute between Customer and Morgan Stanley Smith Barney LLC arising out of or relating to the making or performance of this Agreement or any transaction pursuant to this Agreement (i) this Agreement and its enforcement shall be governed by the laws of the State of New York without regard to principles of conflicts of laws, and (ii) Customer will bring any legal proceeding against Morgan Stanley Smith Barney LLC, in, and Customer hereby consents in any legal proceeding by Morgan Stanley Smith Barney LLC, to the jurisdiction of, any state or federal court located within the State and City of New York in connection with all legal proceedings arising directly, indirectly, or otherwise in connection with, out of, related to or from Customer's Account, transactions contemplated by this Agreement or the breach thereof. Customer hereby waives all objections Customer, at any time, may have as to the propriety of the court in which any such legal proceedings may be commenced. Customer also agrees that any service of process mailed to Customer at any address specified to Morgan Stanley Smith Barney LLC shall be deemed a proper service of process on the undersigned.

(b) Notwithstanding the provisions of Section 28(a)(ii), Customer may elect at this time to have all disputes described in this Section resolved by arbitration. To make such an election, Customer must sign the Arbitration Agreement set forth in Section 32. Notwithstanding such election, any question relating to whether Customer, Morgan Stanley Smith Barney LLC has commenced an arbitration proceeding in a timely manner, whether a dispute is within the scope of the Arbitration Agreement, or whether a party (other than Customer or Morgan Stanley Smith Barney LLC) has consented to arbitration and all proceedings to compel arbitration shall be determined by a court as specified in Section 28(a)(ii).

## 29. Limitations Period—CUSTOMER AGREES THAT ANY CLAIM, ACTION, OR PROCEEDING ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT MUST BE BROUGHT, IF AT ALL, WITHIN ONE YEAR OF THE DATE OF THE EVENT(S) GIVING RISE THERETO.

## 30. Joint Account Provisions

(a) Each Customer having an interest in a joint account shall have the authority to issue such instructions and generally to deal with Morgan Stanley Smith Barney LLC as fully and completely as if the other person had no interest therein. Morgan Stanley Smith Barney LLC shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given by any Customer in the case of a joint account and shall not be under any obligation to see the application of any funds delivered to any Customer upon his order.

(b) In the event of the death of any of the Customers having an interest in a joint account, the survivors shall immediately give Morgan Stanley Smith Barney LLC written notice thereof, before or after receiving such notice, may take such actions, institute such proceedings, require such papers, retain such portion of the account, and restrict transactions in the Account as Morgan Stanley Smith Barney LLC may deem advisable to protect Morgan Stanley Smith Barney LLC against any tax, liability, penalty, or loss under any present or future laws or otherwise. The estate(s) of any of the Customers who shall have died shall be liable, and the survivors shall continue to be liable, to Morgan Stanley Smith Barney LLC for any debit balance or loss in the Account in any way resulting from the completion of transactions initiated prior to the receipt by Morgan Stanley Smith Barney LLC of the written notice of the death of the decedent, or incurred in the liquidation of the Account or one or more Contracts therein, or the adjustment of the interests of the respective parties.

## 31. Acceptance—This Agreement shall not be deemed to be accepted by Morgan Stanley Smith Barney LLC or become a binding contract between Customer and Morgan Stanley Smith Barney LLC until approved at Morgan Stanley Smith Barney LLC's main office by the department responsible for approving new futures accounts.

## 32. Arbitration Agreement (Optional)—Every dispute between Customer and Morgan Stanley Smith Barney LLC, or any of its employees or agents, arising out of or relating to the making or performance of this Agreement or any transaction pursuant to this Agreement shall be settled by arbitration. Such arbitration shall be conducted before and in accordance with the rules then in effect of any of the following entities before which the controversy may be arbitrated, as the Customer may elect: the National Futures

Association, or the National Association of Securities Dealers, the New York Stock Exchange, any successor entity of the foregoing, or the contract market upon which the transaction giving rise to the claim was executed. If Customer does not make such election by registered mail addressed to Morgan Stanley Smith Barney LLC, Attention: General Counsel, Law Dept., within 45 days after demand by Morgan Stanley Smith Barney LLC, that the Customer make such election, then Morgan Stanley Smith Barney LLC may make such election. Morgan Stanley Smith Barney LLC agrees to pay any incremental fees which may be assessed by a qualified forum for making available a "mixed panel" of arbitrators unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

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

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR Morgan Stanley Smith Barney LLC 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 WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF Morgan Stanley Smith Barney LLC 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" PROCEEDINGS BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT AGREE TO THIS ARBITRATION AGREEMENT TO OPEN AN ACCOUNT WITH Morgan Stanley Smith Barney LLC See 17 CFR 166.5. ACCEPTANCE OF THIS ARBITRATION AGREEMENT REQUIRES A SEPARATE SIGNATURE ON PAGE 33.

**33. Authorization to Transfer Funds (Optional)**—Without limiting other provisions herein, Morgan Stanley Smith Barney LLC is authorized to transfer from any segregated account subject to the Commodity Exchange Act carried by Morgan Stanley Smith Barney LLC for the Customer to any other account carried by Morgan Stanley Smith Barney LLC for the Customer such amount of excess funds as in Morgan Stanley Smith Barney LLC's judgment may be necessary at any time to avoid a margin call or to reduce a debit balance in said account. It is understood that Morgan Stanley Smith Barney LLC will confirm in writing each such transfer of funds made pursuant to this authorization within a reasonable time after such transfer.

**34. USA PATRIOT Act Compliance**—Customer agrees that it shall not at any time, in connection with the establishment or use of any account maintained with Morgan Stanley Smith Barney LLC, engage in transactions involving, on behalf of or benefiting any government or country that is the subject of sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer further agrees that it will not engage in transactions involving, on behalf of or benefiting any person (individual or entity), designated on OFAC's List of Specially Designated Nationals and Blocked Persons.

**For Internal Use Only**

Branch No. \_\_\_\_\_

Account No. \_\_\_\_\_

FA/PWA No. \_\_\_\_\_

**Optional Elections**

The following provisions, which are set forth in this Agreement, need not be entered into to open the Account. Customer agrees that its optional elections are as follows:

Signature required for each election	
ARBITRATION AGREEMENT: (Agreement Section 32)	
AUTHORIZATION TO TRANSFER FUNDS: (Agreement Section 33)	
(Required for accounts holding non-U.S. currency)	

**Hedge Election** *[Strike through and initial if not applicable]*

Customer confirms that all transactions in the Account will represent bona fide hedging transactions, as defined by the Commodity Futures Trading Commission, unless Morgan Stanley Smith Barney LLC is notified otherwise not later than the time an order is placed for the Account *[check box if applicable]*:

Yes  No

Pursuant to CFTC Regulation 190.06(d), Customer specifies and agrees, with respect to hedging transactions in the Account, that in the unlikely event of Morgan Stanley Smith Barney LLC's bankruptcy, it prefers that the bankruptcy trustee *[check appropriate box]*:

- A. Liquidate all open contracts without first seeking instructions either from or on behalf of Customer.
- B. Attempt to obtain instructions with respect to the disposition of all open contracts.

**(If neither box is checked, Customer shall be deemed to elect A.)**

**Acknowledgment of Receipt of Risk Disclosure Statements**

The undersigned each hereby acknowledges its separate receipt from Morgan Stanley Smith Barney LLC, and its understanding of, each of the following documents prior to the opening of the account:

- Risk Disclosure Statement for Futures and Options
- Supplement to Risk Disclosure Statement
- Morgan Stanley Smith Barney LLC Policies on Order Presumption in Markets with After Hours Electronic Trading Systems
- Electronic Trading and Order Routing Systems Disclosure Statement
- Special Notice to Foreign Brokers and Foreign Traders
- Non-Cash Margin Disclosure Statement
- Privacy Policy
- USA PATRIOT Act Notice

**Required Signatures**

The undersigned has received, read, understands, and agrees to all the provisions of this Agreement and the separate Risk Disclosure Statements enumerated above and agrees to promptly notify Morgan Stanley Smith Barney LLC in writing if any of the warranties and representations contained herein become inaccurate or in any way cease to be true, complete, and correct. I further acknowledge I can receive copies of my executed agreements relating to my account (s) by contacting my Morgan Stanley Smith Barney LLC Financial Advisor or Private Wealth Advisor, the Client Interaction Center at (800) 869-3326 or by accessing ClientServ and clicking on the account documents tab under records.

CUSTOMER NAME(S) \_\_\_\_\_

AUTHORIZED SIGNATURE(S) *[IF APPLICABLE, PRINT NAME AND TITLE OF SIGNATORY]* \_\_\_\_\_

DATE \_\_\_\_\_

FUTURES ACCOUNT AGREEMENT  
FUTACTAG N1012 (10/2012)

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <span style="float: right;"><input type="checkbox"/> Exempt payee</span>	
<input type="checkbox"/> Other (see instructions) ►	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ►

Date ►

## General Instructions

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

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

#### **Payments you receive will be subject to backup withholding if:**

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### **Updating Your Information**

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

#### **Penalties**

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

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

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

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

#### **Specific Instructions**

##### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>4</sup>
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The public entity
	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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



# Instructions for Form W-8BEN

(Rev. February 2006)

## Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

### General Instructions

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

For definitions of terms used throughout these instructions, see *Definitions* on pages 3 and 4.

**Purpose of form.** Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of:

- Interest (including certain original issue discount (OID));
- Dividends;
- Rents;
- Royalties;
- Premiums;
- Annuities;
- Compensation for, or in expectation of, services performed;
- Substitute payments in a securities lending transaction; or
- Other fixed or determinable annual or periodical gains, profits, or income.

This tax is imposed on the gross amount paid and is generally collected by withholding under section 1441 or 1442 on that amount. A payment is considered to have been made whether it is made directly to the beneficial owner or to another person, such as an intermediary, agent, or partnership, for the benefit of the beneficial owner.

In addition, section 1446 requires a partnership conducting a trade or business in the United States to withhold tax on a foreign partner's distributive share of the partnership's effectively connected taxable income. Generally, a foreign person that is a partner in a partnership that submits a Form W-8 for purposes of section 1441 or 1442 will satisfy the documentation requirements under section 1446 as well. However, in some cases the documentation requirements of sections 1441 and 1442 do not match the documentation requirements of section 1446. See Regulations sections 1.1446-1 through 1.1446-6. Further, the owner of a disregarded entity, rather than the disregarded entity itself, shall submit the appropriate Form W-8 for purposes of section 1446.

If you receive certain types of income, you must provide Form W-8BEN to:

- Establish that you are not a U.S. person;
- Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided or a partner in a partnership subject to section 1446; and

- If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents, or royalties.
- Proceeds from a wager placed by a nonresident alien individual in the games of blackjack, baccarat, craps, roulette, or big-6 wheel.

You may also use Form W-8BEN to certify that income from a notional principal contract is not effectively connected with the conduct of a trade or business in the United States.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding at a 30% rate (foreign-person withholding) or the backup withholding rate.

**Additional information.** For additional information and instructions for the withholding agent, see the Instructions for the Requester of Forms W-8BEN, W-8ECI, W-8EXP, and W-8IMY.

**Who must file.** You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are claiming a reduced rate of, or exemption from, withholding.

Do not use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use Form W-9, Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.

- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide Form 8233, Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or Form W-4, Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United States, unless it is allocable to you through a partnership. Instead, provide Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See *Change in circumstances* on this page.
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (for example, income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be required to furnish a Form W-8BEN to the flow-through entity.
- You are a disregarded entity for purposes of section 1446. Instead, the owner of the entity must submit the form.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust within the meaning of sections 1441 and 1442 and the accompanying regulations. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's, beneficiary's, or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.
- You are a foreign partnership or foreign grantor trust for purposes of section 1446. Instead, provide Form

W-8IMY and accompanying documentation. See Regulations sections 1.1446-1 through 1.1446-6.

**Giving Form W-8BEN to the withholding agent.** Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8BEN to the person requesting it before the payment is made to you, credited to your account or allocated. If you do not provide this form, the withholding agent may have to withhold at the 30% rate, backup withholding rate, or the rate applicable under section 1446. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

**Note.** If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.

**Change in circumstances.** If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident alien after you submit Form W-8BEN, you are no longer subject to the 30% withholding rate or the withholding tax on a foreign partner's share of effectively connected income. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident alien. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

**Expiration of Form W-8BEN.** Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2005, remains valid through December 31, 2008. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See the instructions for line 6

beginning on page 4 for circumstances under which you must provide a U.S. TIN.

## Definitions

**Beneficial owner.** For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (that is, a foreign trust that is described in section 651(a)) are generally the beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of a foreign grantor trust (that is, a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (that is, a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

For purposes of section 1446, the same beneficial owner rules apply, except that under section 1446 a foreign simple trust rather than the beneficiary provides the form to the partnership.

The beneficial owner of income paid to a foreign estate is the estate itself.

**Note.** A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee that is not subject to 30% withholding. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9. For purposes of section 1446, a U.S. grantor trust or disregarded entity shall not provide the withholding agent a Form W-9 in its own right. Rather, the grantor or other owner shall provide the withholding agent the appropriate form.

**Foreign person.** A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person. It also includes a foreign branch or office of a U.S. financial institution or U.S. clearing organization if the foreign branch is a qualified intermediary. Generally, a payment to a U.S. branch of a foreign person is a payment to a foreign person.

**Nonresident alien individual.** Any individual who is not a citizen or resident alien of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence

test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a bona fide resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual. See Pub. 519, U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.



*Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (for example, filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.*

**Flow-through entity.** A flow-through entity is a foreign partnership (other than a withholding foreign partnership), a foreign simple or foreign grantor trust (other than a withholding foreign trust), or, for payments for which a reduced rate of withholding is claimed under an income tax treaty, any entity to the extent the entity is considered to be fiscally transparent (see below) with respect to the payment by an interest holder's jurisdiction.

For purposes of section 1446, a foreign partnership or foreign grantor trust must submit Form W-8IMY to establish the partnership or grantor trust as a look through entity. The Form W-8IMY may be accompanied by this form or another version of Form W-8 or Form W-9 to establish the foreign or domestic status of a partner or grantor or other owner. See Regulations section 1.1446-1.

**Hybrid entity.** A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (see below) in the United States but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. Hybrid entity status is relevant for claiming treaty benefits. See the instructions for line 9c on page 5.

**Reverse hybrid entity.** A reverse hybrid entity is any person (other than an individual) that is not fiscally transparent under U.S. tax law principles but that is fiscally transparent under the laws of a jurisdiction with which the United States has an income tax treaty. See the instructions for line 9c on page 5.

**Fiscally transparent entity.** An entity is treated as fiscally transparent with respect to an item of income for which treaty benefits are claimed to the extent that the interest holders in the entity must, on a current basis, take into account separately their shares of an item of income paid to the entity, whether or not distributed, and must determine the character of the items of income as if they were realized directly from the sources from which realized by the entity. For example, partnerships, common trust funds, and simple trusts or grantor trusts are generally considered to be fiscally transparent with respect to items of income received by them.

**Disregarded entity.** A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

A disregarded entity shall not submit this form to a partnership for purposes of section 1446. Instead, the owner of such entity shall provide appropriate documentation. See Regulations section 1.1446-1.

**Amounts subject to withholding.** Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

For purposes of section 1446, the amount subject to withholding is the foreign partner's share of the partnership's effectively connected taxable income.

**Withholding agent.** Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

For purposes of section 1446, the withholding agent is the partnership conducting the trade or business in the United States. For a publicly traded partnership, the withholding agent may be the partnership, a nominee holding an interest on behalf of a foreign person, or both. See Regulations sections 1.1446-1 through 1.1446-6.

## Specific Instructions



*A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which no treaty benefit is being claimed.*

### Part I

**Line 1.** Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of the form. However, if you are a disregarded entity that is claiming treaty benefits as a hybrid entity, this form should be completed and signed by you.

**Line 2.** If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or

governed. If you are an individual, enter N/A (for "not applicable").

**Line 3.** Check the one box that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (for example, corporation, partnership, trust, estate, etc.) under U.S. tax principles. Do not check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you must check the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.

 *Only entities that are tax-exempt under section 501 should check the "Tax-exempt organization" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.*

**Line 4.** Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

**Line 5.** Enter your mailing address only if it is different from the address you show on line 4.

**Line 6.** If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office or, if in the United States, you may call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). To apply for an ITIN, file Form W-7 with the IRS. It usually takes 4-6 weeks to get an ITIN.

 *An ITIN is for tax use only. It does not entitle you to social security benefits or change your employment or immigration status under U.S. law.*

If you are not an individual or you are an individual who is an employer or you are engaged in a U.S. trade or business as a sole proprietor, you must enter an employer identification number (EIN). If you do not have an EIN, you should apply for one on Form SS-4, Application for Employer Identification Number. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter your EIN.

A partner in a partnership conducting a trade or business in the United States will likely be allocated effectively connected taxable income. The partner is

required to file a U.S. federal income tax return and must have a U.S. taxpayer identification number (TIN).

You must provide a U.S. TIN if you are:

- Claiming an exemption from withholding under section 871(f) for certain annuities received under qualified plans,
- A foreign grantor trust with 5 or fewer grantors,
- Claiming benefits under an income tax treaty, or
- Submitting the form to a partnership that conducts a trade or business in the United States.

However, a U.S. TIN is not required to be shown in order to claim treaty benefits on the following items of income:

- Dividends and interest from stocks and debt obligations that are actively traded;
- Dividends from any redeemable security issued by an investment company registered under the Investment Company Act of 1940 (mutual fund);
- Dividends, interest, or royalties from units of beneficial interest in a unit investment trust that are (or were upon issuance) publicly offered and are registered with the SEC under the Securities Act of 1933; and
- Income related to loans of any of the above securities.



*You may want to obtain and provide a U.S. TIN on Form W-8BEN even though it is not required.*

*A Form W-8BEN containing a U.S. TIN remains valid for as long as your status and the information relevant to the certifications you make on the form remain unchanged provided at least one payment is reported to you annually on Form 1042-S.*

**Line 7.** If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

**Line 8.** This line may be used by the filer of Form W-8BEN or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, withholding agents who are required to associate the Form W-8BEN with a particular Form W-8IMY may want to use line 8 for a referencing number or code that will make the association clear. A beneficial owner may use line 8 to include the number of the account for which he or she is providing the form. A foreign single owner of a disregarded entity may use line 8 to inform the withholding agent that the account to which a payment is made or credited is in the name of the disregarded entity (see instructions for line 1 on page 4).

## Part II

**Line 9a.** Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

**Line 9b.** If you are claiming benefits under an income tax treaty, you must have a U.S. TIN unless one of the exceptions listed in the line 6 instructions above applies.

**Line 9c.** An entity (but not an individual) that is claiming a reduced rate of withholding under an income tax treaty must represent that:

- Derives the item of income for which the treaty benefit is claimed, and

- Meets the limitation on benefits provisions contained in the treaty, if any.

An item of income may be derived by either the entity receiving the item of income or by the interest holders in the entity or, in certain circumstances, both. An item of income paid to an entity is considered to be derived by the entity only if the entity is not fiscally transparent under the laws of the entity's jurisdiction with respect to the item of income. An item of income paid to an entity shall be considered to be derived by the interest holder in the entity only if:

- The interest holder is not fiscally transparent in its jurisdiction with respect to the item of income, and
- The entity is considered to be fiscally transparent under the laws of the interest holder's jurisdiction with respect to the item of income. An item of income paid directly to a type of entity specifically identified in a treaty as a resident of a treaty jurisdiction is treated as derived by a resident of that treaty jurisdiction.

If an entity is claiming treaty benefits on its own behalf, it should complete Form W-8BEN. If an interest holder in an entity that is considered fiscally transparent in the interest holder's jurisdiction is claiming a treaty benefit, the interest holder should complete Form W-8BEN on its own behalf and the fiscally transparent entity should associate the interest holder's Form W-8BEN with a Form W-8IMY completed by the entity.



*An income tax treaty may not apply to reduce the amount of any tax on an item of income received by an entity that is treated as a domestic corporation for U.S. tax purposes. Therefore, neither the domestic corporation nor its shareholders are entitled to the benefits of a reduction of U.S. income tax on an item of income received from U.S. sources by the corporation.*

To determine whether an entity meets the limitation on benefits provisions of a treaty, you must consult the specific provisions or articles under the treaties. Income tax treaties are available on the IRS website at [www.irs.gov](http://www.irs.gov).



*If you are an entity that derives the income as a resident of a treaty country, you may check this box if the applicable income tax treaty does not contain a "limitation on benefits" provision.*

**Line 9d.** If you are a foreign corporation claiming treaty benefits under an income tax treaty that entered into force before January 1, 1987 (and has not been renegotiated) on (a) U.S. source dividends paid to you by another foreign corporation or (b) U.S. source interest paid to you by a U.S. trade or business of another foreign corporation, you must generally be a "qualified resident" of a treaty country. See section 884 for the definition of interest paid by a U.S. trade or business of a foreign corporation ("branch interest") and other applicable rules.

In general, a foreign corporation is a qualified resident of a country if any of the following apply.

- It meets a 50% ownership and base erosion test.
- It is primarily and regularly traded on an established securities market in its country of residence or the United States.
- It carries on an active trade or business in its country of residence.
- It gets a ruling from the IRS that it is a qualified resident.

See Regulations section 1.884-5 for the requirements that must be met to satisfy each of these tests.



**If you are claiming treaty benefits under an income tax treaty entered into force after December 31, 1986, do not check box 9d. Instead, check box 9c.**

**Line 9e.** Check this box if you are related to the withholding agent within the meaning of section 267(b) or 707(b) and the aggregate amount subject to withholding received during the calendar year will exceed \$500,000. Additionally, you must file Form 8833, Treaty-Based Return Position Disclosure Under Section 6114 or 7701(b).

## Line 10

Line 10 must be used only if you are claiming treaty benefits that require that you meet conditions not covered by the representations you make in lines 9a through 9e. However, this line should always be completed by foreign students and researchers claiming treaty benefits. See *Scholarship and fellowship grants* below for more information.

The following are additional examples of persons who should complete this line.

- Exempt organizations claiming treaty benefits under the exempt organization articles of the treaties with Canada, Mexico, Germany, and the Netherlands.
- Foreign corporations that are claiming a preferential rate applicable to dividends based on ownership of a specific percentage of stock.
- Persons claiming treaty benefits on royalties if the treaty contains different withholding rates for different types of royalties.

This line is generally not applicable to claiming treaty benefits under an interest or dividends (other than dividends subject to a preferential rate based on ownership) article of a treaty.

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. The individual must use Form W-9 to claim the tax treaty benefit. See the instructions for Form W-9 for more information. Also see *Nonresident alien student or researcher who becomes a resident alien* later for an example.

**Scholarship and fellowship grants.** A nonresident alien student (including a trainee or business apprentice) or researcher who receives noncompensatory scholarship or fellowship income may use Form W-8BEN to claim benefits under a tax treaty that apply to reduce or eliminate U.S. tax on such income. No Form W-8BEN is required unless a treaty benefit is being claimed. A nonresident alien student or researcher who receives compensatory scholarship or fellowship income must use Form 8233 to claim any benefits of a tax treaty that apply to that income. The student or researcher must use Form W-4 for any part of such income for which he or she is not claiming a tax treaty withholding exemption. Do not use Form W-8BEN for compensatory scholarship or

fellowship income. See *Compensation for Dependent Personal Services* in the Instructions for Form 8233.



**If you are a nonresident alien individual who received noncompensatory scholarship or fellowship income and personal services income (including compensatory scholarship or fellowship income) from the same withholding agent, you may use Form 8233 to claim a tax treaty withholding exemption for part or all of both types of income.**

**Completing lines 4 and 9a.** Most tax treaties that contain an article exempting scholarship or fellowship grant income from taxation require that the recipient be a resident of the other treaty country at the time of, or immediately prior to, entry into the United States. Thus, a student or researcher may claim the exemption even if he or she no longer has a permanent address in the other treaty country after entry into the United States. If this is the case, you may provide a U.S. address on line 4 and still be eligible for the exemption if all other conditions required by the tax treaty are met. You must also identify on line 9a the tax treaty country of which you were a resident at the time of, or immediately prior to, your entry into the United States.

**Completing line 10.** You must complete line 10 if you are a student or researcher claiming an exemption from taxation on your scholarship or fellowship grant income under a tax treaty.

### Nonresident alien student or researcher who becomes a resident alien.

**You must use Form W-9 to claim an exception to a saving clause.** See *Nonresident alien who becomes a resident alien* on this page for a general explanation of saving clauses and exceptions to them.

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

## Part III

If you check this box, you must provide the withholding agent with the required statement for income from a notional principal contract that is to be treated as income not effectively connected with the conduct of a trade or business in the United States. You should update this statement as often as necessary. A new Form W-8BEN is not required for each update provided the form otherwise remains valid.

## Part IV

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or

officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. Form 2848, Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

**Broker transactions or barter exchanges.** Income from transactions with a broker or a barter exchange is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

You are an exempt foreign person for a calendar year in which:

- You are a nonresident alien individual or a foreign corporation, partnership, estate, or trust;
- You are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and
- You are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

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**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the

information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping**, 5 hr., 58 min.; **Learning about the law or the form**, 3 hr., 46 min.; **Preparing and sending the form to IRS**, 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can email us at [\\*taxforms@irs.gov](mailto:taxforms@irs.gov). Please put "Forms Comment" on the subject line. Or you can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send Form W-8BEN to this office. Instead, give it to your withholding agent.

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# Morgan Stanley Smith Barney LLC Futures Account Documentation

These Documents are to be retained by the Customer.

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# Morgan Stanley Smith Barney LLC

## Futures Account Documentation

### Risk Disclosure Statement For Futures and Options

*This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.*

### Futures

#### Effect of 'Leverage' or 'Gearing'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### Risk-Reducing Orders or Strategies

The placing of certain orders (e.g., 'stop-loss' orders, where permitted under local law, or 'stop limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions, may be as risky as taking simple 'long' or 'short' positions.

### Options

#### Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers 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.

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 ordinarily is remote.

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.

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

You should ask the firm with which you deal about the terms 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

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.

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

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 specific legislation or local rules. In some jurisdictions, property which had 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

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

### Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

### Currency Risks

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

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

### Electronic Trading

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 risks 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**

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.

**Supplement to Risk Disclosure Statement**

*The following information is being provided to supplement the disclosures contained in the Risk Disclosure Statement for Futures and Options and is being furnished to all customers that trade options.*

**Exercise of Options**

An option on a futures contract is exercised through the clearinghouse for the exchange listing the option. Notice of exercise must be given to the clearinghouse through the member of the clearinghouse carrying the customer's account.

The exercise of an option involves an overnight process. Following the receipt of an exercise notice, the clearinghouse will randomly assign the exercise to a clearing member holding a position as a writer, or seller, of the same option series. On the day following the exercise of an option, opposite future positions are established for the holder (buyer) and writer (seller) of the option by the clearinghouse through a book entry in the clearing system. Where a call is exercised, the holder of the call will be assigned a long futures position and the seller will be assigned a short futures position. The opposite will be true in the case of a put.

Customers should not be confused by the cut-off time established by a clearinghouse for the submission of exercise notices, which follows by several hours the time when customers must give notice of exercise to Morgan Stanley Smith Barney LLC. This time interval is required to permit the processing and forwarding to the clearinghouse of customer exercise notices by Morgan Stanley Smith Barney LLC.

Any option which is not properly exercised prior to its expiration will become worthless. In the absence of specific instructions to do so, Morgan Stanley Smith Barney LLC shall have no obligation to close out any open option position for a customer in order to

protect the customer against loss. Some options have provisions for automatic exercise at expiration if the option is in-the-money. In the absence of any specific instructions from you, Morgan Stanley Smith Barney LLC may in its discretion permit an option to be exercised automatically or direct the clearinghouse of the exchange not to exercise the option if, in the judgment of Morgan Stanley Smith Barney LLC, doing so would be in the customer's interest. Once an exercise notice has been assigned to the writer (seller) of an option, the writer may no longer close out the option position but will instead become the holder of a futures position which, unless closed out through an offsetting futures transaction, will be required to be completed.

Also, an option customer should be aware of the risk that the futures price prevailing at the opening of the next trading day may be substantially different from the futures price which prevailed when the option was exercised. Similarly, for options on physicals that are cash-settled, the physicals price prevailing at the time the option is exercised may differ substantially from the cash settlement price that is determined at a later time. Thus, if a customer does not cover the position against the possibility of underlying commodity price change, the realized price upon option exercise may differ substantially from that which existed at the time of exercise.

**Margin Requirements**

Margin requirements are complex and subject to change by the relevant exchange from time to time as well as by Morgan Stanley Smith Barney LLC.

Morgan Stanley Smith Barney LLC will impose margin requirements on short (granted) options at least equal to the minimum margins established by the exchange on which the option is traded. Morgan Stanley Smith Barney LLC may establish requirements in excess of the exchange minimums, and otherwise fix its margin requirements at such levels as it deems necessary for its protection. Where a margin call is not met, Morgan Stanley Smith Barney LLC is authorized to close out the customer's position.

A margin deposit is similar to a cash performance bond. It is intended to assure the performance of the obligation of the writer of the option or the holder of the futures contract. As is the case with futures contracts, options on futures contracts are bought and sold on margins which represent a small percentage of the price of the underlying security. Because of these low margins, price fluctuations in the underlying futures market may create profits

or losses which are greater than those customary in other forms of investments.

The margin required upon the opening sale of an option on a futures contract is referred to as the initial margin. Option positions are subject to margin requirements. In the event a price change in an option on a futures contract causes the equity in the account to go below the margin requirement, a margin call will be made to the holder of the account. The holder of the account will in such circumstances be required to deposit additional margin sufficient to bring the equity in the account back to the level of the initial margin requirement.

### **Commissions, Costs and Fees**

Customers who believe that the commission rates set forth on confirmations and notices furnished to them do not reflect their understanding should bring this matter to the immediate attention of the Morgan Stanley Smith Barney LLC employee handling their account, or that person's supervisor.

### **Limit Moves**

You should understand that options may not be subject to daily price fluctuation limits while the underlying futures may have such limits, and, as a result, normal pricing relations between options and the underlying futures contract may not exist when the future is trading at its price limit. Underlying futures positions resulting from exercise of options may not be capable of being offset if the underlying future is at a price limit. The value of an option which is in-the-money may tend to change dollar for dollar with changes in the price of the underlying futures contract. If the underlying futures contract has made a limit move, the customer will likely have a profit or loss equal to the limit move unless the option is not subject to price limits, in which case the profit or loss will likely be an amount equal to the price at which the underlying futures contract would have traded absent such limits.

## **Morgan Stanley Smith Barney LLC Policies on Order Presumption in Markets with Electronic Trading Platforms**

If you place an order for a contract that is traded on multiple electronic trading platforms or that is simultaneously traded by "open outcry" on an exchange floor and on an electronic

platform, you agree that Morgan Stanley Smith Barney LLC will determine where to route such order (absent a specific request for a particular method of execution) based upon its best-efforts and in consideration of various exchange rules and Morgan Stanley Smith Barney LLC policies. Such exchange rules and policies are subject to change without notice.

When trading on GLOBEX, e-cbot, LIFFE CONNECT or other electronic platforms, please pay special attention to the following Morgan Stanley Smith Barney LLC policies:

- Morgan Stanley Smith Barney LLC will direct Good Till Cancelled (GTC) orders to electronic trading platforms based upon our discretion and the prevailing policies of our correspondent executing firms.
- Stop and Market Orders: Some electronic trading platforms can only accept limit orders. While Morgan Stanley Smith Barney LLC will accept stop and market orders for execution on electronic trading platforms on a best-efforts basis, such orders may be required to be entered as "or better" limit orders with a pre-defined limit. This means that Stop and Market orders may not be executed and may be cancelled similar to a fill-or-kill limit order.
- GTC Stop orders and electronic platforms: Based on our discretion and the prevailing policies of our correspondent executing firms, Morgan Stanley Smith Barney LLC will direct GTC orders for certain contracts to the exchange's electronic platform. This means your Stop order could be elected whenever that electronic platform is open. Since Stop orders must be entered as "or better" limit orders with a pre-defined limit, your Stop could be elected but your order may be filled partially or not at all. Under current GLOBEX rules, your Stop order (if not filled) would become a limit order; under current e-cbot rules, your Stop order (if not filled) would be become a market order. In both cases you are not guaranteed an execution even though the market traded through your Stop price.

## Electronic Trading and Order Routing Systems Disclosure Statement\*

*Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods.*

*Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.*

### Differences Among Electronic Trading Systems

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

### Risks Associated with System Failure

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

### Simultaneous Open Outcry Pit and Electronic Trading

Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of

\* Each exchange's relevant rules are available upon request from your Morgan Stanley Smith Barney LLC Financial Advisor or Private Wealth Advisor. Some exchanges' relevant rules also are available on the exchange's Internet home page.

the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

### Limitation of Liability

Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of futures commission merchants (such as Morgan Stanley Smith Barney LLC), and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

### Special Notice to Foreign Brokers and Foreign Traders

The Commodity Futures Trading Commission ("CFTC") has issued regulations that require the designation of an agent in the United States for accepting certain communications and legal process for foreign brokers and foreign traders and which provide for the issuance by the CFTC of "special calls" for information from foreign brokers and traders. Morgan Stanley Smith Barney LLC is required to notify all foreign brokers and traders of the requirements of these regulations.

1. CFTC Regulation 15.05 provides that when a futures commission merchant, such as Morgan Stanley Smith Barney LLC, executes commodity interest transactions on a United States contract market for the account of a foreign trader or foreign broker, this futures commission merchant will be considered to be an agent of the foreign trader or foreign broker, as well as of customers of the foreign broker who have positions in the foreign broker's accounts carried by the futures commission merchant, for purposes of accepting delivery and service of communications, including legal process, issued by or on behalf of the CFTC. Morgan Stanley Smith Barney LLC is required under that Regulation to retransmit any such communications or legal process to you. You should be aware that Regulation 15.05 also permits you to designate an agent other than Morgan Stanley Smith Barney LLC. Such alternative designation must be evidenced by a written agreement which you must provide to Morgan Stanley Smith Barney LLC, attention: Futures Operations Group, 1 New York Plaza, New York, NY 10004, and which Morgan Stanley Smith Barney

LLC, in turn, must forward to the CFTC. If you wish to designate an agent other than Morgan Stanley Smith Barney LLC, please contact the Futures Operations Group at Morgan Stanley Smith Barney LLC at the address above. If you do not designate another agent, Morgan Stanley Smith Barney LLC will be your designated agents for CFTC communications. You should consult CFTC Regulation 15.05 for a more complete explanation of the foregoing.

2. CFTC Regulation 21.03 requires futures commission merchants, foreign brokers and foreign traders to respond to special calls by the CFTC for information regarding their futures and options trading. Morgan Stanley Smith Barney LLC is similarly required by this Regulation to notify all foreign brokers and foreign traders of the requirements thereof.

Regulation 21.03 provides for the issuance of a special call by the CFTC for information from foreign brokers or traders for whom a futures commission merchant, such as Morgan Stanley Smith Barney LLC, makes or causes to be made a futures or options on futures transaction, that, such special calls generally are limited to instances where the CFTC needs information and where books and records of the futures commission merchant, trader or foreign broker upon whom the special call is made are not open at all times to inspection in the United States by any representative of the CFTC. For the purposes of this Regulation, Morgan Stanley Smith Barney LLC will be required to transmit such special calls to you by facsimile or other means of electronic communication, unless you have designated someone else to act as your agent as discussed above. Foreign brokers and traders are required to provide the CFTC with all information specified in a special call.

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

3. Morgan Stanley Smith Barney LLC also would like to bring to your attention certain additional regulations affecting futures commission merchants, foreign brokers and foreign traders.

The CFTC has, in Regulation 15.03, established specified reportable position levels for all futures contracts and options on futures contracts. Exchanges have similar requirements. These contract quantities are subject to change at any time and you should consult your Financial Advisor or Private Wealth Advisor at Morgan Stanley Smith Barney LLC to determine the current contract quantities applicable to you.

Morgan Stanley Smith Barney LLC would be pleased to furnish you with a copy of these CFTC Regulations on request.

## **Non-Cash Margin Disclosure Statement**

THIS STATEMENT IS FURNISHED TO YOU BECAUSE RULE 190.10(c) 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. NOTICE CONCERNING THE TERMS FOR THE RETURN OF SPECIFICALLY IDENTIFIABLE PROPERTY WILL BE BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION.
3. THE COMMISSION'S REGULATIONS CONCERNING BANKRUPTCIES OF COMMODITY BROKERS CAN BE FOUND AT 17 CODE OF FEDERAL REGULATIONS, PART 190.

## **Privacy Notice From Morgan Stanley & Co. LLC and Morgan Stanley Smith Barney LLC**

This privacy notice describes the U.S. privacy policy of Morgan Stanley Smith Barney LLC, Morgan Stanley & Co. LLC, Morgan Stanley Credit Corporation, Morgan Stanley Bank, N.A., Morgan Stanley Private Bank, N.A. and Morgan Stanley Trust, N.A. ("us," "our" or "we").

We are required by federal law to provide you with notice of our U.S. privacy policy (“Policy”). This Policy applies to both our current and former clients unless we state otherwise and is intended for individual clients who purchase products or receive services from us for personal, family or household purposes. This Policy is not applicable to partnerships, corporations, trusts or other non-individual clients or account holders, nor is this Policy applicable to individuals who are either beneficiaries of a trust for which we serve as trustee or participants in an employee benefit plan administered or advised by us. This Policy is, however, applicable to individuals who select us to be a custodian of securities or assets in individual retirement accounts, 401(k) accounts, or accounts subject to the Uniform Gifts to Minors Act.

This notice sets out our business practices to protect your privacy; how we collect and share personal information about you; and how you can limit our sharing or certain uses by others of this information. We may amend our Policy at any time, and will inform you of any changes to our Policy as required by law.

## We Respect Your Privacy

We appreciate that you have provided us with your personal financial information and understand your concerns about your information. We continue to follow the long-standing commitment to safeguard the information our clients entrust to us. Protecting the confidentiality and security of client information is an important part of how we conduct our business.

This notice describes what personal information we collect about you, how we collect it, when we may share it with others, and how certain others may use it. It discusses the steps you may take to limit our sharing of certain information about you with our affiliated companies, including but not limited to our affiliated investment management businesses, our banking businesses and our credit services affiliates. It also discloses how you may limit our affiliates' use of shared information for marketing purposes.

Throughout this notice, we refer to the nonpublic information that personally identifies you as “personal information.” We also use the term “affiliated company” in this notice. An affiliated company is a company in our family of companies, and includes companies with the Morgan Stanley name as well as, for purposes of any relationship you may have with Morgan Stanley Smith Barney LLC, companies with the Citibank, Citigroup or Citi names.

These affiliated companies are financial institutions, such as broker-dealers, banks, and credit card issuers. We refer to any company that is not an affiliated company as a nonaffiliated third party.

For purposes of Section 5 of this notice, and your ability to limit certain uses of personal information by our affiliates, this notice applies to the use of personal information by our affiliated companies.

## 1. What personal information do we collect from you?

We may collect the following types of personal information about you: (i) information provided by you, including information from applications and other forms we receive from you, (ii) information about your transactions with us or our affiliates, (iii) information about your transactions with nonaffiliated third parties, (iv) information from consumer reporting agencies, (v) information obtained from our websites, and (vi) information obtained from other sources.

For example:

- **We collect information such as your name, address, e-mail address, telephone /fax numbers, assets, income and investment objectives through applications and other forms you submit to us.**
- **We may obtain information about account balances, your use of account(s) and the types of products and services you prefer to receive from us through your dealings and transactions with us and other sources.**
- **We may obtain information about your creditworthiness and credit history from consumer reporting agencies.**
- **We may collect background information from and through third-party vendors to verify representations you have made and to comply with various regulatory requirements.**

## 2. When do we disclose personal information we collect about you?

*We may disclose personal information we collect about you in each of the categories listed above to affiliated companies and to nonaffiliated third parties.*

**a. Information we disclose to affiliated companies**

We may disclose personal information that we collect about you to our affiliated companies, which include both financial service providers and non-financial companies, for a variety of reasons, including to manage your account(s) effectively, to service and process your transactions, to let you know about products and services offered by us and our affiliated companies, to manage our business, and as otherwise required or permitted by law. Offers for products and services from our affiliated companies are developed under conditions designed to safeguard your personal information.

**b. Information we disclose to nonaffiliated third parties**

We may disclose personal information that we collect about you to nonaffiliated third parties, which include both financial service providers and non-financial companies. We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose all of the information we collect to other nonaffiliated third parties for our everyday business purposes, such as to process transactions, maintain account(s), respond to court orders and legal investigations, report to credit bureaus, offer our own products and services, protect against fraud, for institutional risk control, to perform services on our behalf, and as otherwise required or permitted by law.

For Morgan Stanley Smith Barney LLC clients, we recognize that your relationship with your Financial Advisor or Private Wealth Advisor is important. If your Financial Advisor or Private Wealth Advisor's affiliation with Morgan Stanley Smith Barney LLC ends and he or she joins a nonaffiliated securities broker-dealer with which Morgan Stanley Smith Barney LLC has entered into an agreement limiting the use of information, Morgan Stanley Smith Barney LLC will permit your Financial Advisor or Private Wealth Advisor to retain certain of your contact information, limited to your name, address, e-mail address, phone number and account title. Other than the disclosure described in this paragraph or as otherwise required or permitted by law, we do not disclose any personal information about our former customers.

When we share personal information about you with a nonaffiliated third party, they are required to limit their use of personal information about you to the particular purpose for which it was shared and they are not allowed to share personal information about you with others except to fulfill that limited purpose or as may be permitted or required by law.

**3. How do we protect the security and confidentiality of personal information we collect about you?**

We maintain physical, electronic and procedural security measures that comply with applicable law and regulations to help safeguard the personal information we collect about you. We have internal policies governing the proper handling of client information by employees. Third parties that provide support or marketing services on our behalf may also receive personal information about you, and we require them to adhere to appropriate security standards with respect to such information.

**4. How can you limit our sharing certain personal information about you with our affiliated companies for eligibility determination?**

By following the opt-out procedures in Section 6, below, you may limit the extent to which we share with our affiliated companies personal information that was collected to determine your eligibility for products and services such as your credit reports and other information that you have provided to us or that we may obtain from third parties ("eligibility information"). Eligibility information does not include your identification information or personal information pertaining to our transactions or experiences with you. Please note that, even if you direct us not to share eligibility information with our affiliated companies, we may still share your personal information, including eligibility information, with our affiliated companies under circumstances that are permitted under applicable law, such as to process transactions or to service your account.

**5. How can you limit the use of certain personal information about you by our affiliated companies for marketing?**

By following the opt-out instructions in Section 6, below, you may limit our affiliated companies from marketing their products or services to you based on personal information we disclose to them. This information may include, for example, your income and your account history with us. Please note that, even if you choose to limit our affiliated companies from using personal information about you that we may share with them for marketing their products and services to you, our affiliated companies may use your personal information that they obtain from us to market to you in circumstances permitted by law, such as if the affiliated party has its own relationship with you.

## 6. How can you send us an opt-out instruction?

If you wish to limit our sharing of eligibility information about you with our affiliated companies, or our affiliated companies' use of personal information for marketing purposes, as described in this notice, you may do so by:

Calling us at 1-800-295-1460.

Sending an e-mail to [privacy-optout@morganstanley.com](mailto:privacy-optout@morganstanley.com), or

Writing to us at the following address:

Morgan Stanley Smith Barney LLC  
National New Accounts  
P.O. Box 951202  
South Jordan, UT 84095

If you choose to e-mail or write to us, your request should include your name, address, telephone number and account number(s) to which the opt-out applies and whether you are opting out with respect to sharing of eligibility information (Section 4 above), or information used for marketing (Section 5 above), or both. Written opt-out requests should not be sent with any other correspondence. In order to process your request, we require that the request be provided by you directly and not through a third party. Once you have informed us about your privacy preferences, your opt-out preference will remain in effect with respect to our Policy (as it may be amended) until you notify us otherwise. If you are a joint account owner, we will accept instructions from any one of you and apply those instructions to the entire account.

Please understand that if you limit our sharing or our affiliated companies' use of personal information, you and any joint account holder(s) may not receive information about our affiliated companies' products and services, including products or services that could help you manage your financial resources and achieve your investment objectives.

If you have more than one account or relationship with us, please specify the accounts to which you would like us to apply your privacy choices. If you have accounts or relationships with our affiliates, other than those who are providing you this notice, you may receive multiple privacy notices from them. You will need to separately notify those companies of your privacy choices for those accounts or relationships.

## 7. What if an affiliated company becomes a non-affiliated third party?

If, at any time in the future, an affiliated company becomes a nonaffiliated third party, further disclosures of personal information made to the former affiliated company will be limited to those described in Section 2(b) above relating to nonaffiliated third parties. If you elected under Section 6 to limit disclosures we make to affiliated companies, or use of personal information by affiliated companies, your election will not apply to use by any former affiliated company of your personal information in their possession once it becomes a nonaffiliated third party.

### Special notice to residents of Vermont

**The following section supplements our Policy with respect to our individual clients who have a Vermont address and supersedes anything to the contrary in the above Policy with respect to those clients only.**

The State of Vermont requires financial institutions to obtain your consent prior to sharing personal information that they collect about you with nonaffiliated third parties, or eligibility information with affiliated companies, other than in certain limited circumstances. Except as permitted by law, we will not share personal information we collect about you with nonaffiliated third parties, or eligibility information with affiliated companies, unless you provide us with your written consent to share such information.

### Special notice to residents of California

**The following section supplements our Policy with respect to our individual clients who have a California address and supersedes anything to the contrary in the above Policy with respect to those clients only.**

In response to a California law, if your account has a California home address, your personal information will not be disclosed to nonaffiliated third parties except as permitted by applicable California law, and we will limit sharing such personal information with our affiliates to comply with California privacy laws that apply to us.

## USA PATRIOT Act Notice

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR ESTABLISHING A NEW CUSTOMER RELATIONSHIP

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley Smith Barney LLC.

What this means: If you enter into a new customer relationship with Morgan Stanley Smith Barney LLC, the Firm will ask for your name, address, date of birth (as applicable) and other identification information. This information will be used to verify your identity. As appropriate, the Firm may, in its discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley Smith Barney LLC may be unable to open an account or establish a relationship with you.

## Disclosure of Futures Commission Merchant 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 Morgan Stanley & Co. 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 adverse 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.

**For Internal Use Only**

Branch No.

Account No.

FA/PWA No.

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 effect 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, securitizer, lender, investment manager, investment adviser, commodity trading advisor, municipal advisor, market maker, trader, prime broker or clearing broker. In

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