

## **MAN CAPITAL LLC DOCUMENT REQUIREMENTS**

### **INDIVIDUAL AND JOINT ACCOUNTS**

- CUSTOMER(S) NEED TO COMPLETE AND SIGN MAN CAPITAL ACCT FORMS AND RETURN ALL PAGES (EVEN NON APPLICABLE PGS)
- CUSTOMER (S) NEED TO COMPLETE TAX DOCUMENT (EITHER W-9 IF U.S. OR FOREIGN TAX DOCUMENT IF FOREIGN)
- CUSTOMER (S) NEEDS TO COMPLETE FINANCIAL PAGE
- CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY
- IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER
- NEED VALID ID FOR EACH CUSTOMER (A VALID ID MUST CONSIST OF SIGNATURE VERIFICATION, HOME ADDRESS VERIFICATION AND A GOVERNMENT ISSUED NUMBER SUCH AS A PASSPORT OR DL #) PLEASE REFER TO THE U.S. PATRIOT ACT FOR ACCEPTABLE FORMS OF I.D.
- IF FOREIGN CUSTOMER, NEED NON-SOLICITATION LETTER

### **CORPORATE ACCOUNT**

- CUSTOMER (PRESIDENT OR VICE PRESIDENT) NEEDS TO COMPLETE AND SIGN MAN CAPITAL ACCOUNT FORMS WITH THEIR TITLE AND RETURN ALL PAGES (INCLUDING NON-APPLICABLE PGS)
- CUSTOMER NEEDS TO COMPLETE TAX DOCUMENT W-9 OR W-8 IF FOREIGN
- CUSTOMER NEEDS TO COMPLETE AND SIGN FINANCIAL PAGE
- CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY FORM
- IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER
- NEED TO PROVIDE FULL COPY OF ARTICLES OF INC OR ARTICLES AND MEMORANDUM OF ASSOCIATION IF FOREIGN
- IF FOREIGN ENTITY, NEED NON-SOLICITATION LETTER

### **GENERAL PARTNERSHIP ACCT**

- ALL PARTNERS NEED TO COMPLETE AND SIGN MAN CAPITAL ACCOUNT FORMS AND RETURN ALL PAGES (INCLUDING NON-APPLICABLE PGS)
- CUSTOMER NEEDS TO COMPLETE TAX DOCUMENT W-9 OR W-8 IF FOREIGN

- CUSTOMER NEEDS TO COMPLETE AND SIGN FINANCIAL PAGE
- CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY FORM
- IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER
- NEED TO PROVIDE FULL COPY OF PARTNERSHIP AGREEMENT
- IF FOREIGN ENTITY NEED NON-SOLICATION LETTER

### **LIMITED PARTNERSHIP**

- MANAGING GENERAL PARTNER NEEDS TO COMPLETE AND SIGN MAN CAPITAL ACCOUNT FORMS WITH TITLE AND RETURN ALL PAGES (INCLUDING NON-APPLICABLE PAGES)
- CUSTOMER NEEDS TO COMPLETE TAX DOCUMENT W-9 OR W-8 IF FOREIGN
- CUSTOMER NEEDS TO COMPLETE AND SIGN FINANCIAL PAGE
- CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY FORM
- IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER
- NEED TO PROVIDE FULL COPY OF PARTNERSHIP AGREEMENT
- IF FOREIGN ENTITY NEED NON-SOLICATION LETTER

### **LLC**

- MANAGING MEMBER NEEDS TO COMPLETE AND SIGN MAN CAPITAL ACCOUNT FORMS WITH TITLE AND RETURN ALL PAGES (INCLUDING NON-APPLICABLE PAGES)
- CUSTOMER NEEDS TO COMPLETE AND SIGN FINANCIAL PAGE
- CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY FORM
- IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER
- NEED TO PROVIDE FULL COPY OF OPERATING AGREEMENT
- IF FOREIGN ENTITY NEED NON-SOLICATION LETTER

### **TRUST OR PENSION PLAN**

- TRUSTEE NEEDS TO COMPLETE AND SIGN MAN CAPITAL ACCOUNT FORMS WITH TITLE AND RETURN ALL PAGES (INCLUDING NON-APPLICABLE PAGES)

\_\_\_ CUSTOMER NEEDS TO COMPLETE AND SIGN FINANCIAL PAGE

\_\_\_ CUSTOMER NEEDS TO SIGN ELECTRONIC ORDER ENTRY FORM

\_\_\_ IF ACCT IS DISCRETIONARY TO A REGISTERED CTA THEN NEED  
COPY OF SIGNED ADVISORY AGREEMENT BETWEEN CTA AND CUSTOMER

\_\_\_ NEED TO PROVIDE FULL COPY OF TRUST OR PENSION PLAN

\_\_\_ IF FOREIGN ENTITY NEED NON-SOLICATION LETTER

## **FUND ACCOUNTS**

FUND ACCOUNTS NEED TO COMPLETE APPLICABLE SECTION ABOVE  
AND PROVIDE A COPY OF THEIR OFFERING MEMORANDUM

**FUTURES PAPERWORK IS NOT CROSS REFERENCEABLE TO MAN  
CAPITAL LLC ACCOUNTS**

**MAN CAPITAL LLC DOES NOT ACCEPT IRA'S , OMNIBUS ACCOUNTS  
OR GERMAN ACCOUNTS**

**ONCE ACCOUNT IS RECEIVED IN NEW ACCOUNTS THE PAPERWORK IS  
PROCESSED THROUGH COMPLIANCE AND CREDIT WHO HAS A 24 HR  
TURN AROUND TIME FRAME. YOU WILL THEN BE NOTIFIED OF ANY  
ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED.**



## MAN CAPITAL LLC

Man Capital LLC  
Two World Financial Center, 27<sup>th</sup> Floor  
New York, New York 10281-2700

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

### TERMS AND CONDITIONS

These standard following terms and conditions ("Terms") shall apply to all transactions between Man Capital LLC (the "Company") and the undersigned (the "client") in spot, forward and option contracts ("contracts").

For purposes of these Terms, "transactions" shall mean any purchase of, sale of, entering into, trading of, marking or taking delivery under or otherwise dealing in or with contracts. For the purposes of these Terms "contracts" shall include without limitation forward, spot and option contracts for precious metals, currencies and any other commodity and financial instrument including foreign exchange.

The Company shall open one or more accounts for the purpose of the client engaging in transactions through the facilities of the Company.

The Company shall not be obliged to quote a price to the client in respect of any transaction. Any price which the Company may quote shall, upon acceptance by the client, be binding upon the client save for manifest error.

The client warrants to and undertakes with the Company that the client has full power and authority to enter into and perform its obligations hereunder.

The word "property" in these Terms means securities of all kinds, monies, options, cash commodities and contracts for the future delivery of commodities or otherwise relating to commodities or securities and all property, including, but not limited

to, property customarily dealt in by brokerage firms, including warehouse receipts and warrants.

The client agrees that any property belonging to the client or in which the client has an interest held by the Company or any of the Company's affiliates or carried in any account with any of them shall be subject to a first priority lien and security interest for the discharge of client's obligations to the Company and/or any of the Company's affiliates, wherever or however arising and without regard to whether or not the Company or any of the affiliates has made advances with respect to such property. The Company and all or any of the affiliates are hereby authorized to sell and/or purchase any and all such property without notice to satisfy such lien and security interest. The client hereby irrevocably appoints the Company as the client's attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such security interest and lien.

The client agrees to maintain with the Company such property as the Company may from time to time in its discretion require, and to pay immediately on demand any amount owing with respect to any of the client's accounts. In the event that: (a) the client is in breach of any provision hereof (including but not limited to the failure to maintain required property margin, and/or to make or take delivery, and/or to pay promptly any amount owed to the Company or its affiliates); (b) the client dies, becomes bankrupt, or commits an act of bankruptcy or insolvency, or if a company, it goes into liquidation, whether voluntary or otherwise; (c) the client ceases to carry on its business, disposes or

threatens to dispose of a substantial portion of its assets, becomes unable or fails to pay its debts as they become due; (d) the Company is reasonably of the opinion that the obligations of the client may not be fulfilled; or (e) the Company reasonably considers it necessary or desirable for its own protection: then the Company may liquidate the positions in all or any of the client's accounts, hedge and/or offset those positions at the client's sole risk, sell any property belonging to the client, or in which the client has an interest, cancel any open orders for the purchase and sale of any property, and the Company may borrow or buy any property required to make delivery against any sales. Such sale or purchase may be public or private and without advertising, and no demands, tenders or notices which the Company may make or give shall invalidate the client's aforesaid waiver. At any such sale, the Company may purchase the property free of any right of redemption, and the client agrees not to make any claim against the Company concerning the manner or sale or timing thereof. The proceeds of such transactions are to be applied to reduce any indebtedness owing to the Company or any affiliate. The Company may take any of the actions in this paragraph without notice to or demand of the client. Notwithstanding this, the Company will attempt to notify the client before taking any such action.

The client shall be liable for all losses and/or debts in the client's account(s) whether or not such account(s) are liquidated and this shall include debts resulting from a liquidation of an account or accounts.

In the event the client is the party to an exchange of futures for physical ("EFP") transaction, the client understands and agrees that each such transaction will have a bona fide underlying cash or physical transaction. Additionally, the client understands and agrees that it must retain any documentation relating to each such EFP transaction (i.e. cash contracts, invoices, warehouse receipts, documents of title, evidence of payment for the cash contract, etc.), and that this documentation must be provided upon request of an exchange or other regulatory agency.

The client agrees to pay storage, insurance, taxes, delivery charges and service fees, if any, charged to its account(s). The client also agrees to pay interest charges upon any monies owed to the Company in connection with its account(s) at either 2% per annum over the prime lending rate for US Dollars as charged by Chase Manhattan Bank, New York, or, for other currencies, 2% per annum over the overnight London Interbank Offered Rate (LIBOR), as charged by Chase Manhattan Bank, London. The client acknowledges that interest will not be paid to the client on any cash balances, securities or other property in the client's account(s) unless

specifically agreed to by the Company in writing, provided, however, that if either of the above rates are unavailable from Chase Manhattan Bank, then another money center bank's rates may be used.

The client understands that the Company charges commissions for the execution of certain transactions at rates agreed to by the parties, and that for certain transactions, the price charged to the client includes a charge made by the Company on the transaction.

Confirmation of transactions may be sent by telex and/or by facsimile transmission and/or by mail. Telex and facsimile confirmation shall be conclusive upon receipt unless objected to within one business day. Receipt by telex will be evidenced by telex answerback on the telex confirmation. Receipt by facsimile will be evidenced by the receipt log generated by the transmitting machine. In the event that no telex or facsimile confirmation is sent, confirmation by mail shall be conclusive if not objected to in writing within the earlier of seven days after mailing by the Company or one business day after receipt. In the event that the client fails to receive a confirmation within five days from the date of the dealing, the client agrees to notify the Company immediately in writing.

In any legal action which arises out of these Terms or any transaction hereunder, the client agrees that: (i) service of process may be made upon the client by first class or certified mail to the address as shown on the Company's records, and the client hereby waives any objection to such service; (ii) the courts of the State of New York and United States courts sitting in the State of New York shall have jurisdiction over the client, and the client hereby waives any objection to such jurisdiction; (iii) the venue of any such action shall be New York County or the Southern District of New York; and (iv) the client will pay the Company's reasonable disbursements including the costs of collection, attorneys' fees and sheriff's poundage fees, if any. Notwithstanding the agreements in (ii) and (iii) above, the client agrees that the Company may, in its sole discretion, initiate proceedings in the courts of any other jurisdiction in which the client is resident or in which its assets are situated.

The Company is not responsible for any losses that it reasonably determines results directly or indirectly from any government restriction, exchange ruling, suspension of trading, war, strike, natural disaster or wire malfunction, delay in mails, or any other delay or inaccuracy in other information or orders or in the transmission of such other information or orders because of a breakdown or failure of communication facilities, or for any other act not within the Company's control. Commodity information, price

quotations and/or trade reports given to the client are also subject to change and to errors as well as to delays in reporting, and the client acknowledges that reliance upon such information shall be at the client's own risk.

If a provision of these Terms is or shall become inconsistent with any law or regulation of any government or regulatory body having jurisdiction, such provision shall be deemed to be rescinded or modified in accordance with any such law or regulation. In all other respects, these Terms shall continue and remain in full force and effect.

The Company's failure to insist at any time and for any period of time upon strict compliance with these Terms shall not constitute or be a waiver by the Company of any of its rights. These Terms may be translated by the Company into a language other than English as a convenience to the client, but the client agrees that the Company is not responsible for

the accuracy of such translation, and that only the English version will be binding.

The client understands that obligations arising out of transactions denominated and/or paid for in currencies other than US Dollars may be converted to US Dollars at the discretion of the Company at an exchange rate determined by the Company in its discretion based on prevailing market rates (where applicable), and that the client will then be required to pay the Company in US Dollars.

These Terms are governed by the laws of the State of New York without reference to conflict of laws principles. The Company may amend these Terms by written notice to the client, and any such amendment will be effective on a date specified in the notice. Any modification of the Terms must be in writing and accepted by the Company in writing. No employee of the Company is authorized to make any representations contrary to these Terms.

The undersigned acknowledges that this is a contractual agreement. The undersigned has read it carefully and, by signing, agrees to be bound by every term and condition, including the consents relating to jurisdiction, venue, service of process, limitation on actions and waiver of jury trial. No modification of this Agreement is valid unless accepted by the Company in writing.

**INDIVIDUAL AND JOINT ACCOUNTS:**

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

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

**CORPORATE, PARTNERSHIP, LLC AND OTHER ORGANIZATION ACCOUNTS:**

Name of Company: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

IF A PARTNERSHIP ACCOUNT, EACH GENERAL PARTNER MUST SIGN; IF A CORPORATE ACCOUNT, AN AUTHORIZED OFFICER MUST SIGN; IF AN L.L.C. ACCOUNT, EACH MANAGING MEMBER MUST SIGN; IF A TRUST ACCOUNT, EACH TRUSTEE MUST SIGN.

## Corporation Resolutions

I, \_\_\_\_\_, do hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_ (the "Corporation"), a corporation validly existing under the laws of \_\_\_\_\_, and I do further certify that the following resolutions were duly adopted by the Board of Directors of the Corporation in accordance with applicable statutes and the Corporation's charter and by-laws, and that such resolutions have not been rescinded and are now in full force and effect.

WHEREAS, the Corporation has full corporate power and authority under its charter, by-laws and the laws of its domicile to enter into contracts for the purchase, receipt, sale (including short sale) and delivery of, whether directly or indirectly through investments in managed investment products or otherwise, commodity futures contracts, commodities, options on commodity futures contracts, physical commodities, including foreign futures and options, forward contracts, securities, equity, debt and related investments (collectively "Contracts").

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

RESOLVED, that it is in the best interest of this Corporation to engage in trading and otherwise dealing in Contracts; and it is

FURTHER RESOLVED, that the Corporation is hereby authorized to open and maintain, on margin or otherwise, one or more accounts (the "Account") with Man Capital LLC and its affiliates (collectively the "Company"); and it is

FURTHER RESOLVED, that any Agent (as described below) be, and hereby is, authorized and empowered to give written or verbal instructions to the Company to buy or sell (including the power to sell "short") Contracts, and at all times shall have the authority to bind and obligate the Corporation with respect to any matter which is, in any way, related to the establishment and maintenance of the Account, including, but not limited to, the authority to settle, compromise, adjust and give releases; and it is

FURTHER RESOLVED, that, in order to induce the Company to act as broker and/or dealer on behalf of the Corporation, the opening and maintenance of the Account with the Company and its successors and assigns and the execution and delivery of the Risk Disclosure Statement Acknowledgments, Customer Agreements and any other document related to the opening or maintenance of the Account (collectively "Agreements") is hereby authorized and the President or any Vice President of the Corporation or \_\_\_\_\_ (collectively, the "Agents") is hereby directed to execute such Agreements, and any amendments thereto, by and on behalf of the Corporation and to deliver the same to the Company, the Corporation hereby ratifying all action of any of the Agents taken with regard to the Account; and it is

FURTHER RESOLVED, that the Company is authorized to register any securities in the Account in street name or in such other name as the Company or any of the Agents should deem advisable and to receive for the Account any and all cash, checks, securities or other property delivered to it by any person, firm or corporation for the account of the Corporation; and it is

FURTHER RESOLVED, that the Agents be and each of them hereby is authorized and empowered to withdraw any and all monies, securities, or other property from time to time carried in any accounts of the Corporation or to direct the delivery or payment thereof to any person, firm or corporation designated by any of the Agents, and

The Company is hereby authorized to follow any and all instructions from each of the Agents as to the transfer and/or delivery of any such money, securities or other property and with respect to any transaction on behalf of the Account; and it is

FURTHER RESOLVED, that it is the intention of the Corporation to give the Agents, and each of them, the broadest possible power with respect to the Accounts; and the Corporation agrees to hold the Company harmless against any and all claims, liabilities or expenses (including attorney's fees ) that may arise by reason of its following any directions, instructions and orders given to it by any of the Agents in respect of the Account; and it is

FURTHER RESOLVED, that all confirmations of transactions for the Accounts and all notices shall be delivered by the Company in writing or verbally to \_\_\_\_\_, his successor or any

other person designated in his stead, and such person is or will be someone other than a person authorized to purchase or sell Contracts for or in the name of the Corporation.

\_\_\_\_\_  
Secretary's Signature Date

(AFFIX CORPORATE SEAL)

In addition, in order to induce the Company to accept the Account in the name of this Corporation, this Corporation represents, warrants and agrees as follows:

- (a) In the event the foregoing resolutions are rescinded or amended at any time, or any of the representations and warranties in the Customer Agreement cease to be true and correct at any time, the Corporation will promptly notify the Company at the address for notices set forth in the Customer Agreement.
- (b) The Corporation has not and will not solicit or accept any monies or other property of any kind or nature whatsoever from any person or entity for speculating or trading in Contracts.
- (c) The Corporation agrees to indemnify and hold the Company, its successors and assigns harmless against and from any loss, expense, damage or liability incurred because any of the above representations or warranties shall, at any time, not be true and correct or the above Agreements shall not have been fully performed by the Corporation.

I hereby certify that each of the following officers has been duly elected and authorized to execute this Agreement on behalf of the Corporation and that the signatures are genuine signatures.

President \_\_\_\_\_ Full Name \_\_\_\_\_ Signature \_\_\_\_\_

Vice President \_\_\_\_\_ Full Name \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Full Name \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Full Name \_\_\_\_\_ Signature \_\_\_\_\_

I, in my capacity as Secretary of the Corporation, hereby certify that the foregoing is a full, true and correct copy of the resolutions duly adopted by a unanimous vote of the Board of Directors of the Corporation at a meeting at which all Directors were present and voted; that said resolutions appear in the minutes of said meeting; and that such resolutions have not been rescinded or modified and are now in full force and effect.

\_\_\_\_\_  
Secretary's Signature Date

(AFFIX CORPORATE SEAL)

## Discretionary Trading Authorization/Power of Attorney

The undersigned hereby authorizes \_\_\_\_\_ as the undersigned's agent and attorney-in-fact (the "Agent" ), with full power and authority to enter into contracts for the purchase, receipt, sale (including short sale) and delivery of, whether directly or indirectly through investments in managed investment products or otherwise, commodity futures contracts, commodities, options on commodity futures contracts, physical commodities, including foreign futures and options, forward contracts, securities, equity, debt and related investments (collectively "Contracts" ) on margin or otherwise, in one or more accounts ("Account") with Man Capital LLC and its affiliates (the "Company").

In all such transactions, as well as management decisions relating to the Account, the Company is hereby authorized to follow the instructions of the Agent; the Agent is authorized to act on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could with respect to such transactions, the making and taking of deliveries and with respect to all other things necessary or incidental to the furtherance and/or conduct of the Account.

The Company shall have no liability for following the instructions of the Agent, and the undersigned shall never attempt to hold the Company liable for the Agent's actions or inactions. The undersigned understands that the Company does not, by implication or otherwise, endorse the operating methods of such Agent. The undersigned hereby releases the Company from any and all liability to the undersigned or to anyone claiming through the undersigned with respect to damage, losses or lost profits sustained or alleged to have been sustained as a result of the Company following the Agent's instructions or for any matter arising out of the relationship between the Agent and the undersigned and shall indemnify the Company from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom. The undersigned agrees to hold the Company harmless and to indemnify it as to any expense, damage or liability sustained by it with respect to any and all acts and practices of the Agent and attorney-in-fact regarding this account, including all losses arising therefrom and debit balance(s) due thereof.

This authorization is a continuing one and shall remain in full force and effect until revoked by the undersigned, or an authorized person on his behalf, by written notice given to the Company, Attention: Director of Compliance. Such revocation shall become effective only upon the actual receipt thereof by the Company but shall not affect any liability in any way resulting from transactions initiated prior to its receipt. This authorization shall inure to the benefit of the Company, its successors and assigns. The provisions hereof shall be in addition to and in no way shall it limit or restrict any right which the Company may have under any agreement with the undersigned.

In addition, the Company is further authorized and directed to deduct from the undersigned's account and pay the Agent the amount of all management fees, incentive fees, advisory fees and/or brokerage commissions to be paid to the Agent upon the Company's receipt of invoices from the Agent. The undersigned understands that the Agent is solely responsible for the calculation of such fees and commissions and that the Company has no responsibility or obligation to determine or verify the amount or accuracy of such fees and commissions. In addition, the undersigned acknowledges that it is responsible for the administrative give-up fees incurred in connection with the execution of orders by various independent floor brokers or executing brokers engaged by the Agent and the undersigned authorizes the Company to deduct such fees from the undersigned's account and pay such fees to the appropriate floor brokers or executing brokers upon receipt of their invoices. The undersigned hereby agrees to indemnify and hold harmless the Company and its affiliates and employees from any loss, damage or dispute arising out of or relating to the calculation and payment of such fees and commissions.

All statements, notices, correspondence and the like generated in this account shall be sent or given to the Agent at the address shown for this account and to the undersigned at the address indicated in the Customer's Account documents, or to such other person or address as the undersigned may hereafter designate in writing.

The undersigned represents that the undersigned has been provided with a disclosure document concerning the Agent's advice (if the delivery of such document is required by law), including any options trading advice or strategies, which the undersigned has read and understood, or the Agent has furnished to the undersigned a written statement, receipt of which the undersigned acknowledges, and which the undersigned has read and understands and a copy of which has been furnished to the Company, explaining the Agent's exemption from registration and disclosure document requirements of the United States Commodity Futures Trading Commission and National Futures Association.

The undersigned understands that there are many strategies that can be used in trading options, some of which have unlimited risk of loss and could result in the undersigned sustaining a total loss of all funds in the account and that the undersigned is liable for any deficit in the account resulting therefrom. Customer acknowledges that Customer has discussed with the Company and the Agent the nature and risks of the strategy to be used in connection with options to be traded for the undersigned's account.

**INDIVIDUAL AND JOINT ACCOUNTS:**

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

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

**CORPORATE, PARTNERSHIP, LLC AND OTHER ORGANIZATION ACCOUNTS:**

Name of Company: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

IF A PARTNERSHIP ACCOUNT, EACH GENERAL PARTNER MUST SIGN; IF A CORPORATE ACCOUNT, AN AUTHORIZED OFFICER MUST SIGN; IF AN L.L.C. ACCOUNT, EACH MANAGING MEMBER MUST SIGN; IF A TRUST ACCOUNT, EACH TRUSTEE MUST SIGN.

### Partnership or L.L.C. Authorization

In consideration of Man Capital LLC and its affiliates (the "Company") carrying one or more accounts (the "Account") in the name of \_\_\_\_\_ (the "Customer") which is either a duly organized (a) partnership of which each of the undersigned is a general partner or (b) limited liability company of which each of the undersigned is a managing member, the undersigned jointly and severally agree that each of the following named \_\_\_\_\_ persons, to wit \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, shall have authority on behalf of the Customer account to enter into contracts for the purchase, receipt, sale (including short sale) and delivery of, whether directly or indirectly through investments in managed investment products or otherwise, commodity futures contracts, commodities, options on commodity futures contracts, physical commodities, including foreign futures and options, forward contracts, securities, equity, debt and related investments (collectively "Contracts") on margin or otherwise; to receive on behalf of the Customer account demands, notices, confirmations, reports, statements of account and communications of every kind, money, securities and property of every kind, and to dispose of the same; to make on behalf of the Customer account agreements relating to any of the foregoing matters and to terminate or modify the same or waive any of the provisions thereof; and to deal generally with the Company on behalf of the Customer account as fully and completely as if he alone were interested in said account. The foregoing enumeration of authority shall not in any way limit or affect any other authority which any partner may have.

The undersigned shall be jointly and severally liable to the Company for any and all obligations arising out of transactions herein authorized and shall immediately indemnify and hold harmless from and against any and all claims, losses and liabilities which may arise in connection with the Customer's account, and any and all liability the Company may incur as a result of acting in accordance with the instructions of the undersigned, including attorneys' fees and costs, and agree (1) that any individual property of any of the undersigned that is held by the Company is subject to a security interest in the Company's favor to secure any amounts owing in the Customer's account and (2) that the Company has the right, but not the obligation, to liquidate and apply the proceeds of such other property to the Customer's account.

The undersigned further authorize the Company in the event of death or retirement of any of the members of Customer or the termination of the Customer, to take such proceedings, require such papers, retain such portion of or restrict transactions in said account as the Company in its sole discretion may deem advisable to protect it against any liability, penalty or loss. The Customer further agrees that in the event of the death or retirement of any member of the Customer the remaining members will immediately cause the Company to be notified of such fact.

The authority herein granted is in addition to any other authority given to the Company by any or all of the undersigned and is a continuing one and shall remain in full force and effect until the Company shall receive at its offices written notice of revocation or modification hereof. The Company may terminate this agreement by written notice to the designated partner or any of the above partners.

In the case of a general partnership, no partners will be added to or deleted from the partnership unless the Company is notified at least ten (10) days in advance of such addition or deletion. Additionally, the undersigned agree and are fully aware that in the event a new partner is admitted to the partnership, then such new partner shall not appear on the books and records of the Company as having any interest in the account of the partnership, nor shall such partner acquire any interest in the account of the partnership until all account forms that the Company requests to be executed by such new partner are executed, received and approved by the Company. In the case of a general limited partnership or L.L.C. not registered as a commodity pool with the CFTC, the undersigned 1) agree that no new general or limited partner or member shall be admitted or acquire any interest in the partnership or L.L.C. without prior written notice to the Company; and 2) represent and warrant that no money or other property has been or will be solicited from any third party for trading in the Account without prior written consent from the Company.

Neither the Company nor any of its employees have engaged in the formation or operation of the Customer nor shall the Company or any of its employees be held in any way responsible for the operation or management of the Customer's activity other than acting solely as the broker for its account as set forth in the terms of the Customer's customer agreement with the Company. Each partner, whether a general or limited partner, or member, as applicable, of the Customer is aware of and understands the substantial risks associated with trading

and investing in Contracts. Each of the undersigned affirms that each of the partners or members have been fully apprised of the risks of trading Contracts.

Each of the undersigned shall regularly review transaction statements and month-end statements so as to carefully monitor the activity and status of the Customer's account, and each of the undersigned shall regularly provide such reports to its respective partners or members. Each of the undersigned will promptly notify the Company in writing of any change of the Customer's status, material or otherwise.

Name of Customer: \_\_\_\_\_

\_\_\_\_\_  
General Partner or Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Partner or Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Partner or Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Partner or Managing Member

\_\_\_\_\_  
Date

# **CUSTOMER ACCOUNT APPLICATION**

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The undersigned makes the following representations regarding Stockholders' Equity as of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_:

**Assets**

**Current Assets**

Cash	\$	
Marketable securities		
Accounts receivable		
Inventories		
Prepaid expense		
Other		

TOTAL CURRENT ASSETS

Net property, plant & equipment	
Other intangibles	
Investments	
Other assets	

TOTAL ASSETS  \$

**Liabilities and Stockholders' Equity**

**Current Liabilities**

Accounts payable	\$	
Notes payable		
Current maturities of LT debt		
Accrued liabilities		
Other liabilities		

TOTAL CURRENT LIABILITIES

Deferred income taxes	
Long-term debt	
Other LT liabilities	

TOTAL LIABILITIES  \$

**Stockholders' Equity**

Common stock	\$	
Additional paid in capital		
Retained earnings		

Total stockholders' equity

**TOTAL LIABILITIES & STOCKHOLDERS' EQUITY**

**Note: Total Assets must equal Total Liabilities and Stockholders' Equity**

**Income Statement**

Revenues	
Cost and expenses	
Operating income	

Other income	
Net interest	
Income taxes	
Net income (Profit)/(loss)	

**Note:** In lieu of completing this worksheet, a prepared financial statement may be attached if one is available.

**Customer represents that the foregoing information is true and correct, and will notify Man Financial Inc ("Company") of any material changes in writing. The Company reserves the right, but has no duty, to verify the accuracy of information provided and to contact such bankers, brokers and others as it deems necessary.**

Signature of Customer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# **Electronic Order Entry & Account Access Agreement**

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## **1. License Grant and Right of Use**

This Agreement sets forth the terms and conditions under which we, Man Capital LLC, shall permit you to have access to one or more services for the electronic transmission of orders for your accounts with us. This Agreement also sets forth the terms and conditions under which we shall permit you electronically to monitor the activity and positions in your account (collectively, the "Service"). The Service may be a proprietary service offered by us or a third party system offered by another broker, vendor or exchange. For purposes of this Agreement, the term "Service" includes all software and communication links. By this Agreement, where we are supplying you with software for use with the Service, we grant you non-exclusive and non-transferable license to use such software subject to the terms hereof. You may use the software solely for your own internal business purposes. Neither the software nor the Service may be used to provide computer time sharing, third party training, virtual or actual hosting or as a service bureau for any third parties. If your account has been introduced to us, all references to us in this Agreement shall include your broker, and your broker shall enjoy all benefits and rights hereunder. Nothing in this Agreement alters or modifies the terms of any other agreement between us. If the Service is sponsored by a third party, you agree that we shall enjoy all of the rights and benefits under the terms of any agreements between the third party Service sponsor and you as if we were a party to such agreement.

## **2. Access**

Where access is controlled by us, we shall provide you with access to the Service. If the Service is sponsored by a third party you may need additional consents in order to access the Service. The Service may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and applicable exchange rules and regulations. We consent to your access and use in reliance upon your having adopted procedures to prevent unauthorized access to and use of the Service, and in any event, you agree to any financial liability for trades executed through the Service.

If permitted by the Service, you may send and receive electronic mail, engage in conferences and chats, download and upload files and otherwise use the Service as permitted herein and also by our policies, applicable law and, if a third party sponsored Service, the Service's terms of use and access agreement. Files that you upload and your activity in conferences and chats are subject to review, modification and deletion without notice to you. We reserve the right in our sole discretion to institute or change policies at any time.

Files uploaded to a bulletin board may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations if you download them.

## **3. Use of Passwords**

You acknowledge, represent and warrant that: (a) you have received a number, code or other sequence which provides access to the Service (the "Password"); (b) you are the sole and exclusive owner of the Password; (c) you are the sole and exclusive owner of any identification number, code or other sequence which allows access to the Service via computerized online service (the "ID"); and (d) you accept full responsibility for use and protection of the Password and the ID as well as for any transaction occurring in an account opened, held or accessed through the ID or the Password.

You shall be legally bound by any electronic order entry and account access agreement with us upon clicking the "I ACCEPT" button (or other similar indicia of acceptance) after entering the required Password or ID. You represent, warrant and agree that any individual who has possession of any Password or ID is your duly authorized representative, having the power and authority to legally bind you in this manner. Such acceptance shall be deemed to be as effective as a written signature performed manually by you and shall be deemed to satisfy any writings requirements of any applicable law despite being written and accepted electronically. Our electronically or other properly stored copy of any such agreement shall be deemed to be the true, complete, valid, authentic and enforceable copy of any such agreement. Our electronically stored record of the date on which you accept such an agreement shall be conclusive evidence as to the effective date. Except if there is obvious tampering or loss of data, you shall not contest the admissibility or enforceability of our copy of any such agreement.

## **4. Warranties and Limitation of Liability**

You accept responsibility for selection and use of the Service and for any trading and other decisions made by you based on its use. You shall not use any Password or ID we supply to you for clearing any transaction with another broker.

You accept responsibility for the monitoring of your account. You will immediately notify your broker and us in writing if you become aware of the following: (a) any loss, theft or unauthorized use of your Password(s), IDs and/or account number(s); or (b) any failure by you to

receive a message indicating that an order was received and/or executed; or (c) any failure by you to receive an accurate confirmation of an execution; or (d) any receipt of confirmation of an order and/or execution which you did not place; or (e) any inaccurate information in your account balances, positions, or transaction history.

THE SERVICE IS PROVIDED "AS IS" AND WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES WHO MAY PROVIDE CONTENT OR OFFER OTHER SERVICES. WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE, OR OUT OF ANY BREACH OF ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, THOSE FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS. THIS EXCLUSION OR LIMITATION OF LIABILITY WILL NOT APPLY TO THE EXTENT THAT ANY APPLICABLE STATUTE PROHIBITS SUCH EXCLUSION OR LIMITATION OF LIABILITY. ANY LIABILITY ARISING OUT OF ANY ACTION OR OMISSION BY US SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF USER FEES PAID TO US BY YOU FOR SERVICE ACCESS.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM USE OF, OR MATERIALS OBTAINED THROUGH, THE SERVICE. NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, THIRD PARTY VENDORS, FACILITIES, INFORMATION PROVIDERS, LICENSORS, EXCHANGES, CLEARING ORGANIZATIONS OR OTHER SUPPLIERS PROVIDING DATA,

INFORMATION, OR SERVICES, INCLUDING BUT NOT LIMITED TO THE NEW YORK STOCK EXCHANGE, INC. (EACH A "PROVIDER"), WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR TRANSACTION PROVIDED THROUGH THE SERVICE.

THIS AGREEMENT DEFINES YOUR SOLE AND EXCLUSIVE REMEDY.

Neither we nor any Provider shall be liable in any way to you or to any other person for: (a) any inaccuracy, error or delay in, or omission of (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission or to any condition of "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of god, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause, whether or not within our or any Provider's control.

We shall not be deemed to have received any order or communication electronically transmitted by you until we have actual knowledge of such order or communication. The terms contained in any confirmation issued to you through the Service are subject to change or correction based on the trade data supplied to us by the relevant exchange or market on which the trade was transacted. The use and storage of any information including, without limitation, the Password, the ID, portfolio information, transaction activity, account balances and any other information or orders available to you through your use of the Service is your sole risk and responsibility. You are responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Service, and for all communications service fees and charges incurred by you in accessing the Service.

## **5. Representations**

You acknowledge that from time to time, and for any reason, the Service may not be operational or otherwise available for your use due to servicing, hardware

malfunction, software defect, service or transmission interruption or other cause, and you agree to hold us and any Provider harmless from liability or any damage which results from the unavailability of the Service. You acknowledge that you have alternative arrangements which will remain in place for the transmission and execution of your orders, by telephone, facsimile transmission, or otherwise, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the Service. In the event the Service is not operational, you agree to contact your account executive to make alternative order entry arrangements.

You are responsible for your communications via the Service. You may not, under any circumstances, do any of the following: (a) publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful or offensive material or information via the Service; (b) use the Service to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (c) intercept or attempt to intercept electronic mail; (d) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; (e) upload files that contain a virus or corrupted data; (f) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a bulletin board; (g) falsify the source or origin of software or other material contained in a file that you upload to a bulletin board; (h) use the Service in a manner that adversely affects the availability of its resources to other members; (i) send electronic mail to other users of the Service for any purpose other than personal communication, including to advertise or offer to sell goods or services (except as otherwise expressly permitted by us); (j) download a file that you know (or reasonably should know) cannot be legally distributed via the Service (a file may have been uploaded notwithstanding such illegality); or (k) act, or fail to act, in your use of the Service, in a manner that is contrary to applicable law or regulation. Your failure to observe any of the foregoing limitations may result in civil or criminal liability, as well as termination of your use of the Service.

You represent and warrant that you are fully authorized to enter into this Agreement and are under no legal disability which would prevent you from trading, and that you are and shall remain in compliance with all laws, rules and regulations applicable to your business. You agree that you are familiar with and will abide by any rules or procedures adopted by us and any Provider in connection with use of the Service. Finally, you agree that you shall permit no person access to the Service until you have provided necessary training in its use.

You shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse

engineer, translate or convert any software provided to you in connection with use of the Service or distribute the software or the Service to any third party.

## **6. Termination of Access and License**

We may, in our sole discretion, terminate or restrict your access to the Service, and may terminate this Agreement at any time. Upon termination, any software license granted to you herein shall automatically terminate and you shall return to us promptly any hardware, software, manuals or other items provided to you by us in connection with Service access. You will remain responsible for the payment of all charges incurred before termination becomes effective.

## **7. Indemnity**

You agree to indemnify and hold harmless us and each Provider and their respective principals, affiliates and agents from and against all claims, demands, proceedings, suits and actions and all losses (direct, indirect or otherwise), liabilities, costs and expenses (including attorney's fees and disbursements), paid in settlement, incurred or suffered by us and/or a Provider and/or our or their respective principals, affiliates and agents arising from or relating to your use of the Service or the transactions contemplated hereunder. This indemnity provision shall survive termination of this Agreement.

## **8. Miscellaneous**

- (a) You may not amend the terms of this Agreement. We may amend the terms of this Agreement upon notice to you (including by electronic delivery), or if this Agreement is contained as part of a web site by posting the amended terms to that web site. By continued access to and use of the Service, you agree to any such amendments to this Agreement.
- (b) You shall permit us by any reasonable and appropriate means to verify that you have complied with the terms of this agreement and you agree to cooperate fully with any such verification process.
- (c) This Agreement is the entire agreement between the parties relating to the subject hereof, and, except with respect to the brokerage agreement between the parties, all prior negotiations and understandings between the parties, whether written or oral, are hereby merged into this Agreement. Nothing in this Agreement shall be deemed to supersede or modify a party's rights and obligations under the brokerage agreement.

(d) This Agreement shall be governed by the laws of the State of Illinois without reference to its conflict of laws principles.

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**Each of the undersigned hereby agrees to the terms and conditions as set forth in this Electronic Order Entry & Account Access Agreement.**

Signature of Customer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of Customer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of Customer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of Customer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**IF A PARTNERSHIP ACCOUNT, EACH GENERAL PARTNER MUST SIGN; IF A CORPORATE ACCOUNT, AN AUTHORIZED OFFICER MUST SIGN; IF AN L.L.C. ACCOUNT, EACH MANAGING MEMBER MUST SIGN; IF A TRUST ACCOUNT, EACH TRUSTEE MUST SIGN.**



# 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		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
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. 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 2.** 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 2.

Social security number								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

## 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. person (including a U.S. resident alien).

**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 2.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 on page 2 and the separate **Instructions for the Requester of Form W-9.**

### 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 social security card. 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 enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

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

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

## 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 an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page 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. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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

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

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<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, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.



**MAN FINANCIAL INC  
SUPPLEMENTAL CUSTOMER INFORMATION**

1. How did you hear about Man Financial Inc?

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2. Did you approach anyone (either at Man or at another firm) about opening an account or were you approached by anyone to establish an account? *Please specify which:*

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3. If you were approached, who approached you and how?

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4. Did you see an advertisement in connection with opening an account?

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5. How and where did you receive Man's account documentation?

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6. Where did you sign the account documentation?

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I certify that the foregoing statements are true and complete.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name (*Print*):

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Address:

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