

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>
- -
<b>or</b>
<b>Employer identification number</b>
-

## Part II Certification

- Under penalties of perjury, I certify that:
- 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
  - 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
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

<b>Sign Here</b>	<b>Signature of U.S. Person</b> ▶ _____	<b>Date</b> ▶ _____
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For further information in filling out this form please see <https://www.irs.gov/pub/irs-pdf/iw9.pdf>

## LIMITED LIABILITY COMPANY RESOLUTION

**\*\*FOR LIMITED LIABILITY ACCOUNTS ONLY\*\***

We the undersigned, constituting all of the [Managing-Members/Managers] of \_\_\_\_\_, a Limited Liability Company duly organized and existing under the laws of \_\_\_\_\_, having its principal office at \_\_\_\_\_ DO HEREBY CERTIFY that a meeting of the [Managing-Members/Managers] of said Company, duly held on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the following resolutions were duly adopted, have not been amended, rescinded or revoked and are in conformity with the articles of organization and operating agreement of said Company:

**"RESOLVED:** That it is in the best interest of this Company to open one or more accounts with Advantage Futures LLC ("Advantage") for the purpose of trading in commodities, contracts for the future delivery of commodities, and related options contracts (collectively, "Commodity Contracts");

**RESOLVED:** That any officer of this Company or any employee or agent of this Company designated by any such officer be and hereby is authorized to act for the Company in every respect concerning the Company's account(s) with Advantage, the authority hereby granted including, without limitation, the power to do any or all of the following acts and actions necessary in connection with the account(s) and the Commodity Contract transactions effected therein:

- (a) To open one or more accounts in the name of the Company with Advantage for the purpose of trading in Commodity Contracts, and to execute in the name of the Company and execute and deliver to Advantage any and all agreements, documents, instruments or notices necessary to the opening, maintenance and/or trading of such account(s);
- (b) To buy, sell and trade and agree to buy, sell and trade Commodity Contracts, on margin or otherwise, which power shall include the power to sell "short";
- (c) To receive and promptly comply with any request or demand for additional margin, any notice of intention to liquidate, and any notice or demand of any other nature;
- (d) To borrow funds from Advantage (on a secured basis) or its affiliates to finance any Commodity Contract transactions effected through or with Advantage; and
- (e) To take such other actions as may be necessary or desirable to carry out the intent of the foregoing and the satisfaction of each and every obligation of the Company in connection with the account and the Commodity Contract transactions effected therein.

**RESOLVED:** That Advantage be directed to send written confirmations of all Commodity Contract transactions effected for this Company and carried in the account(s) and all statements of account of the Company with Advantage and other pertinent records and documents to \_\_\_\_\_ (Name and Title of Managing-Member/Manager or Agent) who is not authorized to trade with Advantage but hereby is authorized to receive and acquiesce in the correctness of such confirmations, statements, and other records and documents;

**RESOLVED:** That any and all past transactions of the kind provided for by these Resolutions which have been previously made by Advantage on behalf of or with this Company be and hereby are ratified, confirmed and approved in all respects; and

**RESOLVED:** That Advantage and any interested third party is authorized to rely and act upon the authority of these Resolutions until receipt by Advantage of a certificate showing rescission, amendment or modification thereof, and that this Company will indemnify Advantage and hold Advantage harmless from and against any liability, loss, cost or expense it incurs in continuing to act in reliance upon these Resolutions prior to its actual receipt of any such certificate."

IN WITNESS WHEREOF, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

[Managing-Members/Manager]:

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

**(Please provide a copy of the Operating Agreement)**

# APPENDIX A TO § 1010.230

## Certification Regarding Beneficial Owners Of Legal Entity Customers

### I. GENERAL INSTRUCTIONS

#### What is this form?

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

#### Who has to complete this form?

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

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

#### What information do I have to provide?

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

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

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

## II. CERTIFICATION OF BENEFICIAL OWNER(S)

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

a. Name and Title of Natural Person Opening Account:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.  
(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

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

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

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

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

Legal Entity Identifier \_\_\_\_\_ (Optional)

## PERSONAL GUARANTEE

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

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

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

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

Guarantor's Signature	Print Guarantor's Name		
Guarantor's Income	Guarantor's Net Worth (excluding value of equity in primary residence)		
Date of Birth	Social Security Number		
Address	City	State	Zip Code
<input type="checkbox"/> Office <input type="checkbox"/> Home, <input type="checkbox"/> Cell			
Phone #	Date		

**ALL GUARANTORS MUST PROVIDE A FINANCIAL STATEMENT**

## CORPORATE GUARANTEE

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

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

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

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

\_\_\_\_\_  
Guarantor's Name

\_\_\_\_\_  
Authorized Signatory of Guarantor

\_\_\_\_\_  
Name and Title of Authorized Signatory (please print) Guarantor's Net Worth

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

\_\_\_\_\_  
Telephone Number Tax ID Number Date

**ALL GUARANTORS MUST PROVIDE A FINANCIAL STATEMENT**