

Hennessy and Associates - Client Agreement

- 1. ACCOUNT STATUS:** Hennessy and Associates agrees to accept and maintain for the undersigned customer one or more accounts and act as broker or dealer for Customer in the execution and clearance of orders for transactions involving the purchase and sale of financial securities. The Customer hereby represents that all responses made in connection with this Account Agreement are complete and correct, and that Hennessy and Associates will be informed of any materials change in such data, including financial information. Customer warrants to Hennessy and Associates that if Customer is an individual or if this is a joint account, Customer(s) is of legal age and sound mind. Unless otherwise indicated in the Customer Application, no one except the Customer(s) identified in the Account Application has an interest in the account(s). Customer agrees to permit verification of relevant information by Hennessy and Associates through third parties (including credit report entities). In any event, this Customer Agreement and the account(s) permitted hereunder become effective only upon acceptance by an authorized representative of Hennessy and Associates at its principal office.
- 2. DEBIT BALANCES:** All monies, securities, negotiable instruments, open positions in Contracts, options premiums, commodities or other property now or at any future time on deposit or in safekeeping with Hennessy and Associates, shall constitute security for Customer's obligations hereunder and Customer grants Hennessy and Associates the right to sell or use such security to offset and credit any of those obligations not promptly paid. Customer understands that Customer is liable to Hennessy and Associates for any deficit ("debit") balance in the account(s) remaining after any such offset. If Customer does not promptly pay a debit in Customer's account(s) and Hennessy and Associates deems it necessary to take collection action, Customer will hold Hennessy and Associates harmless for all losses and expenses and will reimburse Hennessy and Associates for the debit and all costs incurred, including reasonable attorney's fees in connection with such collection actions.
- 3. COMMISSIONS, FEES AND OTHER COSTS:** Customer agrees to pay all commissions, fees and other costs charged by Hennessy and Associates. Hennessy and Associates is authorized to convert fund in Customer's account(s) into and from the relevant foreign currency at the rate of exchange plus appropriate fees, obtained from Hennessy and Associates.
- 4. EXCHANGE RULES:** All transactions handled by Hennessy and Associates on Customer's behalf shall be subject to the constitution, regulations, customs and interpretations of each exchange or market (and its clearing house, if any), on which the rates are executed, and to all applicable international governmental regulations. Hennessy and Associates shall not be liable to Customer as a result of any action taken by Hennessy and Associates to comply with such rules.

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5. **REPORTS AND NOTICES:** Should inaccuracies or discrepancies appear on a Customer's statement of accounts, the customer agrees that it is the Customer's responsibility to inform, either by telephone, fax or email immediately upon receipt of the statement. If the Customer does not respond immediately, executed orders and statement reports shall be considered as accurate; in doing this Hennessy and Associates relieves itself of all responsibility. All reports of inaccuracies must be made to Hennessy and Associates within 48 hrs. Customer has the responsibility to maintain contact with Hennessy and Associates at all times that Customer has market positions or has placed orders but it is not available at Customer's regular address or telephone number to receive reports. Details of trades and any other similar information or notices sent to Customer shall be conclusive and binding unless Customer notifies Hennessy and Associates to the contrary, where a report or notice is sent electronically, by fax, by e-mail or made orally.

6. **TAPE RECORDING:** Customer hereby authorizes Hennessy and Associates to make recordings of telephone conversations between Customer and Hennessy and Associates regardless of whether a periodic tone signal is used. Customer consents to the use of such tape recording in any forum in connection with resolving disputes. Hennessy and Associates and its affiliates may also, at their discretion, utilize a telephone recording system to place Customer's orders. Hennessy and Associates may erase or dispose of such tapes in accordance with its normal procedures.

7. **AMENDMENTS AND GUARANTEES:** This Agreement, reflects the entire agreement between Hennessy and Associates and Customer and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof and no provisions hereof shall in any respect be waived, augmented or modified by any other party unless in writing and signed by an official so authorized at Hennessy and Associates office headquarters. No one (including FCM's, Associated Persons, Introducing Brokers, Fund Managers, Commodity Trading Advisors or Pool Operators) can guarantee profits or the absence of losses. Customer agrees to promptly notify Hennessy and Associates compliance department if any such guarantee is suggested.

8. **TERMINATION:** This Agreement may be terminated by Hennessy and Associates or the Customer immediately upon written notice to the other party. In the event of such termination, Customer shall immediately liquidate positions in Customer's Account(s) or transfer such open commodity interest positions to another IB. Notwithstanding any termination, Customer shall satisfy all liabilities to Hennessy and Associates arising hereunder (including but not limited to payment of applicable debit balances, commission and fees including fees with respect to the transfer of positions to another IB) This Agreement shall be binding upon Customer's personal representatives and legal successors, and shall incur to the benefit of Hennessy and Associates successors by merger, assignment, consolidation or otherwise.

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In the event of Customer's bankruptcy proceedings, death, incompetence, dissolution, or failure to provide adequate margin, Hennessy and Associates is authorized to terminate account in fashion described elsewhere in this Agreement, without prior notice to the Customer. The termination of this Agreement shall not affect the obligations of the parties arising from transaction entered into prior to such termination. Hennessy and Associates reserves the right to terminate a Customer account at any time, for any reason.

9. **CONSENT TO JURISDICTION:** Customer agrees that all disputes, claims, actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from, this Agreement shall be arbitrated only in an arbitration forum agreed with ICFTC. Customer consents and submits to the jurisdiction of any international court.

10. **EMAIL EXECUTION:** Hennessy and Associates accepts documents signed and transmitted by email as original documents. The signature of any person or entity thereon, is to be considered as an original signature, and the documents transmitted to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of Hennessy and Associates any document sent by email must be re-executed in original form by the persons or entities who executed the email document. No party hereto may raise the use of an email document as a defense to the enforcement of this Agreement or any amendment of other document executed in compliance with this section.

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By Signing this application form, I hereby agree to the Hennessy and Associates Client Agreement and:

- I warrant that all information and declarations provided by me in this form and all supporting documentation in connection with this application are true, accurate, and correct in every aspect.
- I have read, understood, and agree to the Client Agreement found at www.hennessyandassociates.com.tw or from the client relations team and agree to be bound by such Client Agreement.
- I confirm that the money I am investing in relation to this application is not derived from the proceeds of any unlawful activity.
- I fully understand the information and the risks that come with this investment and where I have a financial advisor, I confirm that the information relating to this investment product has been fully and adequately explained to me by my financial advisor.
- I have carefully read, understood, and accept the latest Client Agreement and confirm that the Hennessy and Associates account is based upon the Client Agreement, this application form and all supporting documentation as per the Checklist.
- I hereby indemnify the administrator against any liability for any loss or damage suffered by me as a result of inaccurate or incomplete information contained herein.

Signature of investor or person acting on behalf of investor (if applicable)

Date