

# RAND FINANCIAL SERVICES, INC. CUSTOMER ACCOUNT APPLICATION

## CORPORATION/LIMITED LIABILITY COMPANY

Name of Corporation / LLC			Taxpayer ID #		
Business Address			Telephone #		Fax #
City	State	Zip Code	Country		E-mail Address
Mailing Address (If different from Address above)			State or Country of Incorporation or Formation		Date of Inc. or Formation
City	State	Zip Code	Nature of Corporation / LLC's Principal Business		
Authorized Corporate / LLC Persons: (as shown in Corporate Resolution or LLC Operating Agreement)					
Years of Commodity Futures or Options Trading Experience _____			Years of Securities or Securities Options Trading Experience _____		
Name of brokerage firms at which Corporation / LLC currently maintains or previously maintained an account.					
_____			Account Number _____		
_____			Account Number _____		
_____			Account Number _____		
Does any other person or entity other than Authorized Persons, control, manage or direct trading in this account? ____ Yes ____ No					
If yes, state: Name _____					
Relationship to Customer _____					
<b>Note: If this is a discretionary account, please complete Rand Financial Services, Inc.'s discretionary forms.</b>					
Trading Objectives: ____ Speculative ____ Hedging			If hedging, what is the nature of your business? _____		
If hedge account, indicate what commodities are to be hedged: _____					
Does anyone else have a financial interest of 10% or more in the account? ____ Yes ____ No					
If yes, indicate whom and provide details: Name _____ Relationship _____					
Does this Corporation / LLC or any of its principals have an interest in any other trading accounts with other brokerage firms? ____ Yes ____ No					
If yes, indicate the name of the firm and account #: _____					
Does the Corporation / LLC or any of its principals currently have or previously had any unsatisfied debit balances at a brokerage firm? ____ Yes ____ No					
If yes, indicate the name of the firm and provide details: _____					
Has the Corporation / LLC or any of its principals ever been a party to any litigation, arbitration or reparations proceeding against any brokerage firm? ____ Yes ____ No					
Is the Corporation / LLC or any of its principals currently, or within the last ten years has been, involved in any investigations or court proceedings (including bankruptcy) involving any governmental or regulatory agency or private party? ____ Yes ____ No					
If yes, please explain: _____					
Is the Corporation / LLC or any of its principals:					
A member of the National Futures Association or any Exchange?			____ Yes ____ No		
Registered with the CFTC, NFA, SEC or NASD?			____ Yes ____ No		
A principal or employee or related to any employee of any brokerage firm, CFTC, NFA or any Exchange?			____ Yes ____ No		
If yes, please provide details: _____					

**LIMITED LIABILITY COMPANIES MUST INCLUDE COPY OF OPERATING AGREEMENT  
CORPORATIONS MUST INCLUDE COPY OF ARTICLES OF INCORPORATION**

**Rand Financial Services, Inc. requires financial statements from all of its customers to open a commodity futures trading account.**

**Please include a copy of the Corporation / LLC's most recent audited financial statement.**

**Corporations / LLC's with no audited financial statement must complete the following *confidential* financial statement:**

<b>Liquid Assets:</b>		<b>Short Term Liabilities:</b>	
Cash and cash equivalents	\$ _____	Accounts Payable	\$ _____
Marketable Securities	\$ _____	Loans/Notes Payable	\$ _____
Other Liquid Assets (Explain)	\$ _____	Other Short Term Liabilities (Explain)	\$ _____
<b>Total Liquid Assets</b>	<b>\$ _____</b>		
<b>Other Assets:</b>		<b>Long Term Liabilities:</b>	
Non Marketable Securities	\$ _____	Real Estate Mortgages	\$ _____
Notes and Receivables	\$ _____	Notes payable	\$ _____
Cash value life insurance	\$ _____	Income taxes payable	\$ _____
Real Estate (principal residence)	\$ _____	Other taxes payable	\$ _____
Real Estate (excluding home)	\$ _____	Other liabilities (Explain)	\$ _____
Other Assets (Explain)	\$ _____		
<b>TOTAL ASSETS</b>	<b>\$ _____</b>	<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>
<b>NET WORTH</b>			
\$ _____			
(Total Assets less Total Liabilities)			

Current Annual Income: \_\_\_\_\_  
 \_\_\_\_ \$100,000 or over    \_\_\_\_ \$75,000 - \$100,000    \_\_\_\_ \$50,000-\$75,000    \_\_\_\_ \$25,000 - \$50,000    \_\_\_\_ under \$25,000 (Please Specify)\$ \_\_\_\_\_

**Bank References:**

Name of Bank	Address (City/State)	Telephone	Account Number
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned warrants and represents to Rand Financial Services, Inc. ("Rand") that the Customer Account Application and Financial Statement completed above are true and correct, until written notice of material changes is delivered to Rand.

The undersigned authorizes Rand to make whatever credit inquiries it deems necessary in connection with the undersigned's Customer Account Application or in connection with transactions in the undersigned's account with Rand. The undersigned authorizes any person or consumer reporting agency to compile and furnish to Rand any information it may have or obtain in response to such credit inquiries, and agrees that such information shall remain Rand's property whether or not an account is opened.

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Corporate Officer or LLC Member or Manager

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER / CERTIFICATE OF FOREIGN STATUS**

Under penalties of perjury, the undersigned hereby certifies that:

Enter Taxpayer Identification Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

1. The number shown above is the Corporation / LLC's correct taxpayer identification number, and (2) the Corporation / LLC is not subject to backup withholding because: (a) the Corporation / LLC is exempt from backup withholding, or (b) the Corporation / LLC has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that the Corporation / LLC is no longer subject to backup withholding.

**OR**

2. The Corporation / LLC is not a U.S. entity and has not been, and does not plan to be, in the U.S. for more than 183 days during any calendar year and is not engaged, and does not plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from broker transactions or my country has a tax treaty with the U.S. that exempts transactions from U.S. taxes. \_\_\_\_\_ **(Initial please)**

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Corporate Officer or LLC Member or Manager

# PERSONAL GUARANTEE

## (ALL GUARANTORS MUST PROVIDE A PERSONAL FINANCIAL STATEMENT)

FOR VALUE RECEIVED and in order to induce Rand Financial Services, Inc. ("Rand") to permit the Customer to establish and trade one or more Account(s) with Rand, the undersigned Guarantor(s) ("Guarantor") hereby personally guarantees, jointly and severally, in the case of multiple guarantors, the prompt, full and complete performance of any and all of the duties and obligations of Customer and the payment of any and all damages, costs and expenses, including attorneys' fees which may become recoverable by Rand from Customer.

Guarantor agrees and acknowledges that Rand is financially liable to the exchange clearing houses of which Rand is a member, and to the clearing members through which Rand clears transactions on exchanges of which Rand is not a clearing member, for deficit balances occurring in the Account(s). Guarantor, therefore, agrees to hold Rand harmless, indemnify, and defend Rand against any and all losses sustained by Rand, including attorneys' fees, resulting from deficit balances which may occur in the Account(s) and pay on demand all such balances due and owing.

All monies, securities, negotiable instruments, open positions in futures contracts, option premiums, commodities, or other property now or at any future time that are on deposit with Rand or any of its affiliates in Guarantor's accounts, whether joint or individual, for any purpose, including safekeeping, are hereby pledged with Rand and shall be subject to a security interest in Rand's favor for the discharge of a Guarantor's obligations to Rand, irrespective of the number of accounts Guarantor has with Rand. Guarantor also grants Rand the right to use the above-described properties to offset and credit against any of Guarantor's obligations to Rand for debit accounts not promptly paid.

This guarantee shall remain in full force and effect until the termination of the Commodity Customer Agreement; provided, however, that the undersigned shall not be released from his/their obligations hereunder so long as there is any claim of Rand against Customer, which claim arises out of, or is related to, directly or indirectly, the Commodity Customer Agreement and is not settled or discharged in full.

The Guarantor hereby expressly waives notice of non-performance, in any respect, by Customer of any of its duties or obligations, as aforesaid.

This Personal Guarantee shall inure to the benefit of Rand, its parent, successors and assigns, and shall be binding on the undersigned, his/their heirs, successors and assigns.

This contract is the entire agreement between Rand and Guarantor and no provisions hereof shall in any respect be waived or modified unless in writing and signed by a principal of Rand. Guarantor acknowledges that no person other than a principal has authority to modify or waive the provisions of this guarantee or establish customs and practices of trading, whether through course of conduct, or otherwise, contrary to the terms of this Personal Guarantee.

Guarantor expressly acknowledges and understands that Rand is relying on this Personal Guarantee when it allows the Customer to trade.

_____ Guarantor's Signature	_____ Date	_____ Guarantor's Signature	_____ Date
_____ Guarantor's Name		_____ Guarantor's Name	
_____ Guarantor's Address		_____ Guarantor's Address	
_____ Telephone Number		_____ Telephone Number	
_____ Social Security Number		_____ Social Security Number	
_____ Guarantor's Income	_____ Net Worth	_____ Guarantor's Income	_____ Net Worth

# CORPORATE RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_ (the "Corporation"), a Corporation organized and validly existing under the laws of \_\_\_\_\_, do hereby certify that at a meeting of the Board of Directors of the Corporation duly held and in accordance with applicable statutes and the Corporation's Charter and Bylaws, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded and are now in full force and effect.

WHEREAS, the Corporation has full corporate power and authority under its Charter, Bylaws and the laws of its domicile to enter into contracts for the purchase, receipt, sale and delivery of futures contracts, options on futures contracts, forward or leverage contracts, physical commodities, securities, options on securities, foreign futures contracts, options on foreign futures contracts, exchange of futures for physicals, foreign exchange contracts, options on foreign exchange contracts, domestic and foreign currencies and any similar instruments (collectively referred to as "Commodity Interests");

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

RESOLVED, that the Corporate Officers or Employees (each an "Agent") identified below, or any of them, be and hereby are authorized (a) to establish, maintain, or continue, on margin or otherwise, one or more accounts (the "Account(s)") with Rand Financial Services, Inc. ("Rand"); (b) to execute a Futures and Options Risk Disclosure Statement, Commodity Customer Agreement and any other acknowledgements or documents (and amendments thereto) related to opening or maintaining the Account(s) with Rand; (c) to deposit with and withdraw from the Account(s), Commodity Interests, checks and other negotiable instruments, securities or other property; (d) to give written or verbal instructions to buy, sell and trade in Commodity Interests for present or future delivery, on margin or otherwise, including the power to sell "short"; (e) to receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind including demands for margin; (f) to settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies, pending or contingent; and (g) to make other agreements and take any other action relating to any of the foregoing matters.

### AUTHORIZED CORPORATE OFFICERS AND EMPLOYEES

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 above Resolution and Account(s); and the Corporation agrees to hold Rand harmless against any and all claims, liabilities, or expenses (including attorneys' fees) that may arise by reason of its following any directions, instructions and/or orders given to it by any of the Agents in respect to the Account(s); until receipt by Rand of written notification of rescission or modification of this Corporate Resolution; and it is

FURTHER RESOLVED, that the above Agents shall specifically have the authority to grant discretionary trading authorization to other individuals or entities.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation.

Secretary's Signature	President's Signature
Date	Date
Print Name	Print Name and Title

(Affix Corporate Seal)