

# New Account Application Entity

Welcome to OneTRADEx. Please read the "terms and conditions" attached to this application. This application form is designed for non-U.S. clients, however all applicants will need to complete a Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W8BEN - E).

Our New Account Opening Form - U.S. Persons, should be used if you are, or suspect you may be, a U.S. person.

U.S. persons defined as: United States Person. The term "United States person" means:

- 1) A citizen or resident of the United States
- 2) A domestic partnership
- 3) A domestic corporation
- 4) Any estate other than a foreign estate
- 5) Any trust if:
  - i) A court within the United States is able to exercise primary supervision over the administration of the trust, and
  - ii) One of more United States persons have the authority to control al substantial decisions of the trust
- 6) Any other person that is not a foreign person.

## ENTITY ACCOUNT OPENING: CHECKLIST

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To open an account, download the appropriate PDF form package and save them to your computer.

If you have any difficulty with completing the forms please contact us by telephone (+1 800 381 1026 or +1 345 943 3212).

- FORM 1: New Account Application (Entity)
- FORM 2: Self-Certification (Entity)
- FORM 3: Source of Funds Declaration (Entity)
- FORM 4: W8BEN - E - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding
- IDENTIFICATION: notarized copy of passport and notarized proof of address
- Original or certified/notarized copy of the Certificate of Incorporation
- Original or certified/notarized copy of the Certificate of Good Standing
- Original or certified/notarized copy of the Memorandum and Articles of Association or By-Laws
- Original or certified/notarized copy of Register of Members
- Original or certified/notarized copy of Register of Officers/Directors
- Identification of at least 2 directors in keeping with the individual due diligence requirements
- Identification of any member holding 10%+ in keeping with the individual due diligence requirements
- Certified copy of a Board Resolution giving authority to enter into the business relationship (where applicable)

Once your forms are completed please PRINT and SIGN the originals and deliver to:

Mail:

OneTRADEx  
5th floor 64 Shedden Rd  
Anderson Square  
PO Box 2168  
George Town, Grand Cayman  
KY1 1105 | Cayman Islands

Email (high-quality scan):

info@onetradex.com

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# New Account Application Entity

**1 ACCOUNT CONFIGURATION**

Account Type:  Corporate  Trust

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

Country of Legal Formation of Entity: \_\_\_\_\_

Legal name of Business, Trust or Estate:  
\_\_\_\_\_  
\_\_\_\_\_

Base Currency:

- |                           |                           |                           |
|---------------------------|---------------------------|---------------------------|
| <input type="radio"/> AUD | <input type="radio"/> GBP | <input type="radio"/> MXN |
| <input type="radio"/> CAD | <input type="radio"/> HKD | <input type="radio"/> NOK |
| <input type="radio"/> CHF | <input type="radio"/> INR | <input type="radio"/> NZD |
| <input type="radio"/> DKK | <input type="radio"/> JPY | <input type="radio"/> SGD |
| <input type="radio"/> EUR | <input type="radio"/> KRW | <input type="radio"/> USD |

Username: \_\_\_\_\_ Password: \_\_\_\_\_

Enter an 8-9 character username. Must include at least three lower case letters and three numbers. (I.e client123, trader999, stocks888, etc)  
Password must include 8-9 characters, no spaces; at least one alphabetic character, at least one numeric character. (I.e password1, pass1word, pa33word, etc)

**2 APPLICATION INFORMATION**

**Entity Identification.** Type your name exactly as it appears on your bank statement. If the name you enter below does not match the name on your bank statement, we may have problems accepting incoming wire transfers and your bank may have problems accepting outgoing wire transfers from us.

Corporations' Name: \_\_\_\_\_

Description of Corporation's Business: \_\_\_\_\_  
\_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Website Address: \_\_\_\_\_

In what country is the organization resident for tax purposes?: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Click here if your country of formation or location does not require you to maintain a tax identification number and insert your government issued identification.

**Principal Place of Business**

**Mailing Address (if different)**

Regulatory restrictions prevent us from accepting a P.O. Box or an "in care of" address in the residential/business address section of the application. Any associated P.O. Box or "in care of" address should be listed in the mailing address section of the account.

Street 1 - Principal Place of Business

Street 1 - Mailing Address

Street 2

Street 2

City Province

City Province

Country Postal Code

Country Postal Code

**3 BENEFICIAL OWNERSHIP OVER 10%**

Percentage of Ownership (no decimals): \_\_\_\_\_ %

Mr.  Miss.  Mrs.  Ms.  Dr.

Last Name First Name Middle initial

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM / DD / YY Citizenship: \_\_\_\_\_

Country of Birth: \_\_\_\_\_

Are you a US Permanent Resident (Green Card Holder)?  Yes  No

In what country are you resident for tax purposes? \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

**4 RESIDENTIAL ADDRESS**

We will be sending important deliveries, such as security devices, through postal mail. If you are not currently at the address you have provided, it is required that you contact us with location details so we can make the appropriate postal deliveries.

Any P.O. Box or "in care of" address included below will result in an inquiry from our Compliance Department, causing delays in the processing of your account.

Street 1 \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_  
Street 2 \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

**5 LEGAL IDENTIFICATION NUMBER**

As a non-U.S. resident, you are required to provide a copy of the passport, national identity card, driver's license, or alien identification card that includes the Identification Number that you provide below and the photograph and date of birth of the person for whom it was provided.

Type of Identification: \_\_\_\_\_  
Country of Issuance: \_\_\_\_\_  
Identification Number: \_\_\_\_\_

**6 FINANCIAL INFORMATION**

Annual revenue/income?:  under \$25,000  \$25,000 - \$50,000  \$50,000 - \$100,000  \$100,000 - \$250,000  over \$250,000  
Aggregate net worth?:  under \$100,000  \$101,000 - \$250,000  \$251,000 - \$500,000  \$501,000 - \$1,000,000  over \$1,000,000  
Do you have any additional sources of income? Please explain: \_\_\_\_\_  
Does the beneficial owner of this account have any past or present OneTRADEx accounts?:  Yes  No  
Company Source of Funds: \_\_\_\_\_  
If so please provide names and account numbers : \_\_\_\_\_

**7 TYPE OF ACCOUNT REQUESTED**

Type of Trading Account:

- Cash
- Margin\*

OneTRADEx uses REG-T margin. This account allows the client to borrow funds in several currencies in order to support equity trading, shorting of equities, full option trading, full futures/futures trading, currency conversion, and securities/commodities trading in multiple currencies. Margin requirements are calculated in real-time, following a rules-based formula where immediate liquidation happens if the minimum maintenance requirements is not met. Purchase and sales proceeds are immediately recognized.

Please select available features for your account:

- Stocks  Warrants  Funds
- Options  Structured Products  CFDs
- Futures  Forex  Bonds
- Options on Futures  Metals
- ETFs  Indices

**8 INVESTMENT ACTIVITIES AND RELATIONSHIPS**

Is there a director, officer or shareholder holding more than 20% of a publicly traded/held company?

Yes  No

If YES, please complete "Greater Than 20% Ownership" form.

**9 PRODUCT KNOWLEDGE / EXPERIENCE**

	None	Limited	Good	Extensive
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Options on Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ETFs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warrants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structured Products	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forex	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CFDs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**10 REGULATORY INFORMATION**

Is the organization registered, licensed, or acting as any of the following, or would the organization be considered any of the following if it were located in the US:

- Yes  No
- A foreign bank (explain) \*  Yes  No
- A securities broker or dealer (explain) \*  Yes  No
- A futures commission merchant (FCM) or futures broker (explain) \*  Yes  No
- An introducing or omnibus broker \*  Yes  No
- A branch or office, located outside of the US, of: an SEC-registered broker dealer; an SEC-registered mutual fund; or a CFTC-registered commodities broker \*  Yes  No
- A mutual fund, open-end investment company, hedge fund, private equity fund, venture capital fund, commodity pool, or any other type of investment vehicle or fund  Yes  No
- An employee benefit plan subject to the Employee Retirement Income Security Act of 1974 OR a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees \*  Yes  No
- A money transmitter (explain) \*  Yes  No
- A currency dealer or exchanger \*  Yes  No
- A floor broker or trader \*  Yes  No
- A retail foreign exchange dealer \*  Yes  No
- A life insurance company \*  Yes  No
- US bank or US savings and loan \*  Yes  No
- SEC-registered investment company (explain) \*  Yes  No
- Is the organization a publicly-held corporation that is traded on a regulated U.S. or foreign stock exchange? \*  Yes  No

**REGULATORY INFORMATION continued**

- Is the Organization regulated in the U.S. or in any other country?\*  Yes  No
- Is the Organization engaged in the brokerage business? (e.g., is the Organization registered, authorized or operating as a futures commission merchant, or securities or futures brokerage firm in the US, UK, Canada or elsewhere) \*  Yes  No
- Is the organization required to be registered in the US, pursuant to NFA By-Law 1101, with the Commodities Futures Trading Commission, or in Canada with the IDA, or in any other country, as a futures commission merchant, introducing broker, commodity pool operator, commodity trading advisor, retail foreign exchange dealer or leverage transaction merchant? \*  Yes  No
- Is the Organization a member of an exchange or a regulatory or self-regulatory organization or an associated or affiliated person of an exchange member? \*  Yes  No
- Has the organization or any of its officers or authorized traders ever been the subject of, or initiated, litigation, arbitration or any other type of dispute or settlement proceeding with another broker or dealer? \*  Yes  No
- Has the Organization or any of its officers or authorized traders ever been the subject of an investigation, disciplinary or enforcement action or other proceeding by any commodities or securities exchange or any regulatory or self-regulatory authority? \*  Yes  No
- Have any of the principals, officers or authorized traders of the Organization ever been arrested for, or convicted of, a crime? \*  Yes  No
- Does the Organization own more than 10% of the shares of any publicly traded company or is an officer or authorized trader of the organization a policy-making officer, director or owner of 10% or more of shares of any publicly traded company? \*  Yes  No
- Is any officer or authorized trader of the organization registered as a broker or an employee, director or owner of a securities or commodities brokerage firm, employee of a bank, hedge fund, or other financial services company? \*  Yes  No

**11 ADDITIONAL INFORMATION**

I agree to pay \$50 USD equivalent for any phone assisted trading:

- Yes  No

How did you find us?:

Internet Search  Magazine or Paper  Word of Mouth  Referral  Other: \_\_\_\_\_

Would you like to receive information regarding subscriptions to IPOs, Private Placements, etc.?:

- Yes  No

## Terms and Conditions

1. Agreement. The Client agrees to provide full information as required by the Company as per any client questionnaire provided to it. The Client here retains the Company to provide a brokerage trading platform upon the terms and conditions set forth below and the Company agrees to be retained by the Client and agrees to perform the services noted below upon such terms and conditions. The Client agrees that it is not prohibited by law from using the services of the Company. The Client warrants that any assets, money, securities or any instrument owned or purchased by it, or by the Company on behalf of the Client, is not derived from the proceeds of crime or other unlawful activities and the Client warrants that it will fully comply with any anti-money laundering requirements for identification or information required by the Company to comply with any laws or regulations of the Cayman Islands or any other jurisdictions. The Client confirms that they are ultimate beneficial owner(s) of the assets and that they are not representing any undisclosed principal or other person.

2. Services. The Company shall act on the Client's wiring instructions. The Company is not providing any advisory or management services to the Client and is not the Client's financial advisor. The Client will ensure that all wire instructions are given to the Company in a clear, complete and timely manner. The Company shall have the right to rely upon the wire instructions of the Client as provided by the Client or their agents. While the Company will endeavor to clarify any wire instructions from a Client that are unclear or incomplete, the Company does not accept liability for any loss suffered by the Client from the Client's error or from the Client providing any incomplete or unclear instructions. The Company may rely on wire instructions given by fax or e-mail. The Company shall have the right to require any fax or e-mail instructions to be confirmed with a verbal confirmation. The Client will indemnify the Company against any liability for erroneously relying upon fraudulent or unauthorized telephone, fax or e-mail instructions that appear to be genuine. In an instance where the client must call the Company to enter a self-directed (non- advisory order), then such instruction will be treated as "execution only" and the Company shall not be required to review or advise upon that instruction. The Company is not obliged to accept all or any electronic trades from a Client and in its sole discretion may decline to accept or perform any instruction of the Client. The Company is not responsible for verifying whether the Client is making an advisable investment decision. No person on behalf of the Company is permitted to give investment advice. THE CLIENT ACCEPTS THAT IF ANY PERSON EMPLOYED BY THE COMPANY GIVES INVESTMENT ADVICE THEN THE COMPANY DOES NOT AUTHORIZE SUCH ACTIVITIES AND IS NOT RESPONSIBLE FOR THE OUTCOME OF SUCH ADVICE.

3. Information. The Client here agrees to furnish the Company with all current information relative to his or her financial and investment situation. All information given to the Company and all information furnished to Client shall be regarded by each as confidential. The Client consents to the disclosure of any information by the Company as is required to allow the Company to comply with any obligations to the Cayman Islands Monetary Authority or any other regulator or law enforcement agency.

4. Indemnity and Limitation of Liability. THE COMPANY'S LIABILITY TO THE CLIENT IS LIMITED TO THE FEES PAID BY THE CLIENT TO THE COMPANY DURING THE PRIOR THREE MONTHS PRECEDING ANY CLAIM. IN NO CIRCUMSTANCES WILL THE COMPANY BE REQUIRED TO PAY A CLIENT IN RESPECT OF ANY CLAIM ANY AMOUNT GREATER THAN THREE MONTHS'S FEES PRECEDING ANY CLAIM. THE CLIENT WILL INDEMNIFY AND KEEP INDEMNIFIED THE COMPANY FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, CLAIMS, DEMANDS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE IN CONNECTION WITH THE PROVISION OF THE SERVICES UNDER THIS AGREEMENT.

5. Terms. The Company may terminate this Agreement on thirty days' notice. The Company may at any time decline to act on a Client's instructions.

6. Fees. The fee for the services to be proved under this Agreement will be the standard fees on the fee schedule notified by the Company to the Client from time to time. The Client will be bound by any new fee schedule delivered to it from the Company after five days following the issuance of such fee schedule by the Company or upon the Client's desire to continue with the Company's services following the notification of the fee schedule. Neither a whole nor partial refund of any fees will be made. All payments to ONETRADEX, LTD must be made to its account by wire transfer. All payments are made at Client's risk who should verify wire instructions.

7. No Investment Advisor. Client expressly acknowledges the services to be provided by the Company is not an entire investment program, retirement advice or otherwise an analysis of the Client's financial situation. The Client accepts the risk of loss of any of their entire capital through decisions made by it or the Company and that the fee paid under this Agreement is to cover the cost of executing the Client's instructions. No individual is authorized by the Company to render any advice or recommendations regarding any security to be retained, disposed of, or purchased by the Client. The Client must not disclose any information provided to it by the Company to any other person.

8. Timeliness of Instructions/ Checking Trades. The Client will make itself aware of any deadlines or time limits for placing trades of instructions. The Client will be subject to the terms and conditions of the underlying broker used by the Company for the placing of trades and instructions. The Client undertakes to adhere to the terms and conditions placed upon the Company by any underlying broker. The Client must notify the Company within twenty four hours if they notice an error or discrepancy with any transaction. If the transaction is particularly time sensitive the Client and a mistake is noticed the Client must notify the Company within three hours of such mistake, at the latest. The Company does not accept responsibility for a failure of the Client to notify any mistake and the Company does not verify or check the correctness of any information of any underlying broker.

9. Conflict of Interest. The Company is a securities broker/dealer and is, therefore, able to effect purchases or sales of investments and securities on behalf of its Clients. The Company and Client use a custodial broker/dealer to place trades. All such purchases or sales must be made through other custodial brokers/dealers. The Company is not a guarantor of any broker/dealer, is not liable for the fraud or solvency of such brokers/dealers and the Client is fully exposed to the credit risk of such brokers/dealers.

10. OFAC. Neither the Client nor any person controlling, controlled by, or under common control with the Client, nor any person having a beneficial interest in the Client is an individual, organization or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "OFAC Control List") maintained by the US Office of Foreign Asset Control ("OFAC") and that the Client is not investing on behalf of or for the benefit of any individual, organization or entity listed on the OFAC Control List and the Client will promptly notify the Company of any change in this representation. The Client is not a Senior Political Figure (i.e. a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), senior official of a major political party or a senior executive of a government-owned corporation), a member of the immediate family of a Senior Political Figure and/or a close associate of a Senior Political Figure, residing in a non-cooperative country or territory or a jurisdiction (see [www.1.oecd.org/fatf](http://www.1.oecd.org/fatf)) that has been designated by the US Treasury as warranting special measures due to money laundering concerns. The Client is not a former Senior Political Figure residing in a non-cooperative country or territory or a jurisdiction that has been designated by the US Treasury as warranting special measures due to money laundering concerns. The Client is not resident in, or organized or chartered under the laws of a jurisdiction that has been designated by the US Treasury under the US PATRIOT Act as warranting special measures due to money laundering concerns. The Client is not a Foreign Shell Bank as the term is defined under the US PATRIOT Act; and the Client's subscription monies do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank or a bank organized or chartered under the laws of a jurisdiction deemed to be a non-cooperative country or territory.

11. Market Manipulation Prohibited. Market manipulation is a deliberate attempt to interfere with the free and fair operation of the market and create artificial, false or misleading appearances with respect to the price of, or market for, a security, commodity or currency. Market manipulation is prohibited in the United States under the Securities Exchange Act of 1934 ("Act"), and in a number of other countries. The Act defines market manipulation as transactions which create an artificial price or maintain an artificial price for a tradable security. The Client warrants that they will not participate in any activities that would constitute market manipulation and that the Company may terminate any account for a Client that is used for market manipulation without notice and/ or report the activities to the appropriate authorities.

12. Accounting and Legal Advice. It is expressly understood and agreed between the parties to this Agreement that the Company is not qualified to render any legal or accounting advice or to prepare any accounting or legal documents for the implementation of the client's plans. The Client agrees that his or her personal attorney and accountant shall be solely responsible for the rendering and/or preparation of all of the following:

- a) Legal advice
- b) Legal opinions
- c) Determinations
- d) Legal documents
- e) Tax returns
- f) Accounting statement and documents.

The Client shall be solely responsible for any costs accrued with respect to preparation or implementation of any of the above.

13. Assignment. No assignment of this agreement shall be made without the express written consent of the Client and/ or the Company.

14. Entire Agreement. This Agreement embodies all understandings and agreements of the parties to this Agreement and the terms and conditions may not be amended except in writing by the parties.

15. Choice of Law. This Agreement shall be governed and construed according to the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to determine any dispute arising from this Agreement.

16. Communication. The Company is here granted full authority to discuss, impart, disclose or to communicate any or all information received from the Client or developed by the Company under the terms of this agreement by e-mail, mail or fax to the Client and to any advisors or other persons authorized by the Client.

17. Execution. This Agreement may be executed in dual counterparts, each of which shall be deemed an original.

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a pre-dispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with OnetradeX will be governed by the Application Agreement and all incorporated agreements and disclosures, including, but not limited to, the OnetradeX Account Agreement and the OnetradeX Fee Schedule. You understand there are fees associated with establishing, maintaining, engaging in transactions in, and transferring assets out of this Account. Unless you have declined the margin feature, you acknowledge that securities securing loans from OnetradeX may be lent to OnetradeX and lent by OnetradeX to others. You also acknowledge that if you trade "on margin," you are borrowing money from OnetradeX and that you understand the requirements and risks associated with margin as summarized in the "Margin Disclosure Statement" included with this Application. You also acknowledge that the securities products purchased or sold in a transaction with OneTRADEX:

- (i) are not insured by the Federal Deposit Insurance Corporation ("FDIC");
- (ii) are not deposits or other obligations of OnetradeX and are not guaranteed; and
- (iii) are subject to investment risks, including possible loss of the principal invested.

Are the signatories below the ultimate beneficiaries of all assets in the account?

- Yes
- No

Please **PRINT** out and sign.

Authorized Signatory:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Date (dd/mm/yy):

\_\_\_\_\_