

# **ACCOUNT APPLICATION & AGREEMENT**

HEAD OFFICE: TWTC International Trade Building No. 333, Section 1, Keelung Rd, Xinyi District, Taipei City, Taiwan 110

> EUROPEAN OFFICE: Gildo Pastor Center 7, Rue du Gabian, Fontvieille, Monaco



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Please complete the information as required in the following sections:

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Send completed Account Application & Agreement forms by standard electronic email to:

Wellington & York Partners Incorporated

info@wellingtonandyorkpartners.com

Type of Account:

Individual Account



Joint Account



Corporate Account

### **DISCLOSURE POLICY**

The non-public personal information we collect about you comes primarily from this account application or other forms you submit to us. We do not disclose your information to anyone, except as permitted by law. All client information will be treated strictly as confidential. It may only include disclosing your information pursuant to your express consent, to fulfill your instructions, or to comply with applicable laws and regulations. We limit access to your information to those of our employees and service providers who are involved in offering or administering the products or services that we offer. We maintain physical, electronic, and procedural safeguards that are designed to comply with international standards to guard your information. If our relationship is terminated, we will continue to treat the information as stated herein.

I. CLIENT INFORMATION	
Primary Account Holder (For Joint Accounts only.)	
Mr. Mrs. Others. Please specify	Mr. Mrs. Miss Others. Please specify
Name (First, Middle, Last)	Name (First, Middle, Last)
Date of Birth Place of Birth	Date of Birth Place of Birth
Marital Status Nationality	Marital Status Nationality
Country of Citizenship Passport Number	Country of Citizenship Passport Number
Divers Mali'la Number	Diagon Makila Naukan
Primary Mobile Number	Primary Mobile Number
Primary Home Number	Primary Home Number
Primary Business Number	Primary Business Number
Drimany Email Address	Drimany Email Addross
Primary Email Address	Primary Email Address
Preferred Mailing Address Home Company	Preferred Mailing Address Home Company
Address	Address
Address	Address
Addicas	Address
Address	Address
Alternative Contact Information:	Alternative Contact Information:
Mobile Number	Mobile Number
Homo	Hemo
Home	Home
Business Number	Business Number
Email Address	Email Address
Facsimile Number	Facsimile Number

# **ACCOUNT APPLICATION**

II. PROFESSIONAL INFORMATION		
Primary Account Holder	Secondary Account Holder (For Joint Accounts only.)	
Employment Status	Employment Status	
Company Owner Self-Employed Others (Specify)	Company Owner Self-Employed Others (Specify)	
Employed Retired	Not Employed Retired	
Primary Occupation	Primary Occupation	
Company Name	Company Name	
III. AFFILIATION INFORMATION		
Primary Account Holder	Secondary Account Holder (For Joint Accounts only.)	
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer?	Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities brokerdealer?  YES  NO	
Are you a director, 10% shareholder or policy-making officer of a publicly held company?	Are you a director, 10% shareholder or policy-making officer of a publicly held company?  NO	
YES (Please specify name)	YES (Please specify name)	
Current or former senior official of a foreign government or political party, or senior executive of a foreign government-owned commercial enterprise, or a family member or close associate of such person.	Current or former senior official of a foreign government or political party, or senior executive of a foreign government-owned commercial enterprise, or a family member or close associate of such person.	
YES NO	YES NO	
IV. TRADING EXPERIENCE		
Primary Account Holder	Secondary Account Holder (For Joint Accounts only.)	
RISK Aggressive Moderate Conservative TOLERANCE	RISK Aggressive Moderate Conservative	
INVESTMENT Income Growth Speculation OBJECTIVE	INVESTMENT Income Growth Speculation OBJECTIVE	
PERCENTAGE Income Growth Speculation	PERCENTAGE Income Growth Speculation	
BROKERAGE None One More than One ACCOUNTS	BROKERAGE None One More than One ACCOUNTS	
Name of Broker / Dealer (s) where you have had Securities Accounts in the last 5 years:	Name of Broker / Dealer (s) where you have had Securities Accounts in the last 5 years:	
Name of FCM (s) where you have had Future Accounts in the last 5 years:	Name of FCM (s) where you have had Future Accounts in the last 5 years:	

# **ACCOUNT APPLICATION**

### **INVESTMENT EXPERIENCE** Secondary Account Holder (For Joint Accounts only.) **Primary Account Holder** Please check appropriate box. Please check appropriate box. Less than 1-5 6-10 More than Less than 1-5 6-10 More than None None 1 Year Years Years 10 Years 1 Year Years Years 10 Years **STOCKS STOCKS BONDS** BONDS **MUTUAL FUNDS MUTUAL FUNDS** COMMODITIES COMMODITIES **FUTURES FUTURES** OPTIONS **OPTIONS CRYPTOCURRENCIES CRYPTOCURRENCIES** VI. **FINANCIAL PROFILE Primary Account Holder** Secondary Account Holder (For Joint Accounts only.) Primary source of income Salary Investment Retirement Primary source of income Salary Investment Retirement Preferred Currency for the succeeding items Preferred Currency for the succeeding items Annual income from all sources (Exclude income from spouse.) Annual income from all sources (Exclude income from spouse.) 25,000 - 99,999 200,000 – 349,999 500,000 - 749,999 25,000 – 99,999 200,000 – 349,999 500,000 - 749,999 100,000 - 199,999 350,000 - 499,999 750.000 & above 100,000 – 199,999 350,000 – 499,999 750.000 & above Liquid net worth (Exclude the value of your residence and other non-liquid Liquid net worth (Exclude the value of your residence and other non-liquid assets.) assets.) 200,000 – 349,999 25,000 – 99,999 500,000 - 749,999 25,000 – 99,999 200,000 – 349,999 500,000 - 749,999 100,000 – 199,999 350,000 - 499,999 750,000 & above 100,000 - 199,999 350,000 - 499,999 750,000 & above Total net value of all assets (Exclude the value of your residence and other Total net value of all assets (Exclude the value of your residence and other non-liquid assets.) non-liquid assets.) 200.000 – 349.999 25.000 – 99.999 200.000 - 349.999 500.000 - 749.999 25.000 – 99.999 500.000 - 749.999 100,000 – 199,999 350,000 – 499,999 750,000 & above 100,000 - 199,999 350,000 - 499,999 750,000 & above

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## **ACCOUNT APPLICATION**

### VII. AGREEMENT

**ACCOUNT TYPES.** You understand that you are responsible for selecting the Account Type (e.g. Individual, Joint or Corporate), that is appropriate for your investment criteria.

ACCOUNT STATUS. Wellington & York Partners Incorporated agrees to accept and maintain for the undersigned Account Holder(s) one or more accounts and to act as broker dealer for Account Holder(s) in the execution and clearance of orders for transactions involving the purchase and sale of financial securities. The Account Holder(s) hereby confirms that all responses made in connection with the Account Agreement are complete and correct, and that Wellington & York Partners Incorporated will be informed of any material change in such data, including financial information. Account Holder(s) warrants to Wellington & York Partners Incorporated that if Account Holder is an individual or if this is a joint account, Account Holder is of legal age and of sound mind. Unless otherwise indicated in the Account Holder's Application, no one except the Account Holder(s) identified in the Account Application has an interest in the account(s). Account Holder(s) agrees to permit verification of relevant information by Wellington & York Partners Incorporated through third parties (including credit reporting entities). In any event, this Account Holder's Agreement and the account(s) permitted hereunder become effective only upon acceptance by an authorized representative of Wellington & York Partners Incorporated at its principal office.

ACCURACY OF NEW ACCOUNT APPLICATION AND CREDIT INFORMATION. The information that you have provided Wellington & York Partners Incorporated is current, accurate, truthful and complete. No one except the person(s) listed on the Account Application (Form) has any interest in the Account being applied for.

**IDENTITY VERIFICATION FOR ANTI-MONEY LAUNDERING PURPOSES.** We are required by law to verify the identity of each account owner. Wellington & York Partners Incorporated requires you to provide two forms of government issued identification upon submission of your Account Application form.

**APPROVAL OF TRANSACTIONS.** All transactions as agreed to with your account representative are deemed to be final. All transactions receive the approval of the compliance officer and consent of the Account Holder prior to being processed.

RISKS. You are aware that all investments involve risk. In particular, investments in speculative securities, and initial public offerings, may entail an increased risk of loss and may not be suitable for all investors. Investments can result in the loss of all capital invested. Additionally, the past performance of a security does not guarantee future results or returns. You understand that all orders entered by you are based upon your investment decisions and are your sole responsibility, and you will not hold nor seek to hold any of our officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by you.

COMMISSIONS, FEES & OTHER COSTS. Account Holder(s) agrees to pay all commissions, fees and other costs charged by Wellington & York Partners Incorporated. Furthermore, Wellington & York Partners Incorporated is authorized to convert funds in Account Holder's account(s) into and from the relevant foreign currency at the rate of exchange plus appropriate fees, obtained from Wellington & York Partners Incorporated.

**TAPE RECORDING.** You hereby authorize Wellington & York Partners Incorporated to record telephone conversations between Account Holder(s) and Wellington & York Partners Incorporated regardless of whether a periodic tone signal is used. You consent to the use of such tape recording in any forum in connection with resolving disputes.

**EXCHANGE RULES.** All transactions handled by Wellington & York Partners Incorporated on the Account Holder'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 trades are executed, and to all applicable international governmental regulations. Wellington & York Partners Incorporated shall not be liable to the Account Holder(s) as a result of any action taken by Wellington & York Partners Incorporated to comply with such rules

PROCEEDS OF TRANSACTIONS. No Proceeds from the sale of any shares through any transaction will be remitted to the Account Holder(s) if there is any outstanding debit balance within the account. Any shares liquidated or sold resulting in proceeds from the said sale of shares will be utilized to reduce or eliminate any outstanding margin balances a client's account may have.

**CONSENT TO JURISDICTON.** Account Holder(s) 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 the ICFTC. Account Holder(s) consents and submits to the jurisdiction of any International Court.

MARGIN. The Account Holder(s) acknowledges that he/she is borrowing money from the value of the securities that are held within his/her account and that the Account Holder(s) understands the requirements and risks associated with margin.

VERBAL AUTHORIZATION. Wellington & York Partners Incorporated may execute any transaction upon verbal authorization by the Account Holder(s) on any market (public or private) where such business is transacted. Account Holder(s) understands that Wellington & York Partners Incorporated does not provide Account Holder(s) with direct access to the marketplace. Account Holder(s) understands, whether Account Holder(s) places an order, Account Holder(s) will receive the price at which the order is quoted to Account Holder(s). However, particularly during periods of high volume, liquidity, fast movement or volatility in the marketplace, or the placement of large orders, the execution price Account Holder(s) receives may differ from the quote published at the time of order entry, and Account Holder(s) may receive partial executions at different prices.

AMENDMENTS AND GUARANTEES. This Agreement reflects the entire agreement between Wellington & York Partners Incorporated and the Account Holder(s) 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 authorized at Wellington & York Partners Incorporated 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. Account Holder(s) agrees to promptly notify Wellington & York Partners Incorporated compliance department if any such guarantee is suggested.

PURCHASES AND SALES. To execute purchase orders, Wellington & York Partners Incorporated generally require that your Account has available funds equal to or greater than the purchase price of the securities. To execute sell orders, Wellington & York Partners Incorporated generally require that securities belong in the Account Holder's Account. Account Holder(s) agree that any purchase or sell order accepted (inadvertently or otherwise) by Wellington & York Partners Incorporated without sufficient funds or negotiable securities, respectively, in your Account, will be subject to liquidation in the case of a purchase order, or buy in the case of a sell order, at the Account Holder's expense. In the event that full funds are not available in Account Holder's Account when a purchase order is executed, the Account Holder(s) promises to pay the full amount due via wire transfer on or before the settlement date for the purchase. In the event a sale order is executed and the securities sold are not in the Account Holder's Account, Account Holder(s) promises to deliver all securities sold, on or before settlement date. If such funds or securities are not received on or before the settlement date, Wellington & York Partners Incorporated may liquidate Account Holder's Account and Account Holder(s) will be liable for any resulting losses and all associated costs that Wellington & York Partners Incorporated incur.

REPORTS AND NOTICES. Should inaccuracies or discrepancies appear on an Account Holder's statement of accounts, the Account Holder(s) agrees that it is the Account Holder's responsibility to inform, either by telephone, fax or email immediately upon receipt of the statement. All reports of inaccuracies must be made to Wellington & York Partners Incorporated within 48 hours. If the Account Holder(s) does not respond immediately, executed orders and statement reports shall be considered, accurate; in doing this, Wellington & York Partners Incorporated relieves itself of all responsibility. Account Holder(s) has the responsibility to maintain contact with Wellington & York Partners Incorporated at all times that Account Holder(s) has market positions or has placed orders but is not available at Account Holder's regular address or telephone number to receive reports. Details of trades and any other similar information or notices sent to Account Holder(s) shall be conclusive and binding unless Account Holder(s) notifies Wellington & York Partners Incorporated to the contrary, where a report or notice is sent electronically, by facsimile, by email or made verbally.

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 Wellington & York Partners Incorporated, shall constitute security for Account Holder's obligations hereunder and Account Holder(s) grants Wellington & York Partners Incorporated the right to sell or use such security to offset and credit any of those obligations not promptly paid. Account Holder(s) understands that Account Holder is liable to Wellington & York Partners Incorporated for any deficit ("debit") balance in the account(s) remaining after any such offset. If Account Holder(s) does not promptly pay a debit in Account Holder's account(s) and Wellington & York Partners Incorporated deems it necessary to take collection action, Account Holder(s) will hold Wellington & York Partners Incorporated harmless for all losses and expenses and will be accountable or liable to Wellington & York Partners Incorporated for the debit and all costs incurred, including reasonable attorney's fees in connection with such collection actions.

SIGNED DOCUMENTATION. Wellington & York Partners Incorporated requires that all Account Holders have an original Account Holder's agreement with original signatures on file with the Accounts Department. However, at the sole discretion of Wellington & York Partners Incorporated, documents signed and transmitted by facsimile machine, telecopy and email may be accepted as original documents. The signature of any person or entity thereon, is to be considered as an original signature, and the documents transmitted is to be considered to have the same.

### I Hereby Acknowledge That I Have Read and Understand This Agreement Statement.

By signing this Account Registration, I acknowledge that I have received and read a copy of the attached Account Agreement. I acknowledge that this Account and my relationship with Wellington & York Partners Incorporated will be governed by the Account Agreement and all incorporated agreements and disclosures, including but not limited to the Account Agreement. I understand that there are fees associated with establishing, maintaining, engaging in transactions in and transferring assets out of this Account. I also acknowledge that Wellington & York Partners Incorporated is relying on this information in approving my account and extending my credit and that all such information are true and correct.

PRIMARY ACCOUNT HOLDER
PRINTED NAME & SIGNATURE

SECONDARY ACCOUNT HOLDER (For Joint Accounts only)

PRINTED NAME & SIGNATURE