

ACCOUNT DISCLOSURES

DISCLOSURE OF MATERIAL CONFLICTS OF INTEREST

The purpose of this document is to provide you with information about some of the material conflicts of interest that may arise between you and Cunningham Commodities, LLC (“[FCM]”) in connection with FCM performing services for you with respect to futures, options on futures, swaps (as defined in the Commodity Exchange Act), forwards or other commodity derivatives (“Contracts”). Conflicts of interests can arise in particular when FCM has an economic or other incentive to act, or persuade you to act, in a way that favors FCM or its affiliates. Under applicable law, including regulations of the Commodity Futures Trading Commission (“CFTC”), not all swaps are required to be executed on an exchange or swap execution facility (each, a “Trading Facility”), even if a Trading Facility lists the swap for trading. In such circumstances, it may be financially advantageous for FCM or its affiliate to execute a swap with you bilaterally in the over-the-counter market rather than on a Trading Facility and, to the extent permitted by applicable law, we may have an incentive to persuade you to execute your swap bilaterally. Applicable law may permit you to choose the CFTC-registered derivatives clearing organization (“Clearing House”) to which you submit a swap for clearing. You should be aware that FCM may not be a member of, or may not otherwise be able to submit your swap to, the Clearing House of your choice. FCM consequently has an incentive to persuade you to use a Clearing House of which FCM or its affiliate is a member. You also should be aware that FCM or its affiliate may own stock in, or have some other form of ownership interest in, one or more U.S. or foreign Trading Facilities or Clearing Houses where your transactions in Contracts may be executed and/or cleared. As a result, FCM or its affiliate may receive financial or other benefits related to its ownership interest when Contracts are executed on a given Trading Facility or cleared through a given Clearing House, and FCM would, in such circumstances, have an incentive to cause Contracts to be executed on that Trading Facility or cleared by that Clearing House. In addition, employees and officers of FCM or its affiliate may also serve on the board of directors or on one or more committees of a Trading Facility or Clearing House. In addition, Trading Facilities and Clearing Houses may from time to time have in place other arrangements that provide their members or participants with volume, market-making or other discounts or credits, may call for members or participants to pre-pay fees based on volume thresholds, or may provide other incentive or arrangements that are intended to encourage market participants to trade on or direct trades to that Trading Facility or Clearing House. FCM or its affiliate may participate in and obtain financial benefits from such incentive programs. When we provide execution services to you (either in conjunction with clearing services or in an execution-only capacity), we may direct orders to affiliated or unaffiliated market-makers, other executing firms, individual brokers or brokerage groups for execution. When such affiliated or unaffiliated parties are used, they may, where permitted, agree to price concessions, volume discounts or refunds, rebates or similar payments in return for receiving such business. Likewise, where permitted by law and the rules of the applicable Trading Facility, we may solicit a counterparty to trade opposite your order or enter into transactions for its own account or the account of other counterparties that may, at times, be adverse to your interests in a Contract. In such circumstances, that counterparty may make payments and/or pay a commission to FCM in

connection with that transaction. The results of your transactions may differ significantly from the results achieved by us for our own account, our affiliates, or for other customers. In addition, where permitted by applicable law (including, where applicable, the rules of the applicable Trading Facility), FCM, its directors, officers, employees and affiliates may act on the other side of your order or transaction by the purchase or sale for an account, or the execution of a transaction with a counterparty, in which FCM or a person affiliated with FCM has a direct or indirect interest, or may effect any such order with a counterparty that provides FCM or its affiliates with discounts related to fees for Contracts or other products. In cases where we have offered you a discounted commission or clearing fee for Contracts executed through FCM as agent or with FCM or its affiliate acting as counterparty, FCM or its affiliate may be doing so because of the enhanced profit potential resulting from acting as executing broker or counterparty. FCM or its affiliate may act as, among other things, an investor, research provider, placement agent, underwriter, distributor, remarketing agent, structurer, securitizer, lender, investment manager, investment adviser, commodity trading advisor, municipal advisor, market maker, trader, prime broker or clearing broker. In those and other capacities, FCM, its directors, officers, employees and affiliates may take or hold positions in, or advise other customers and counterparties concerning, or publish research or express a view with respect to, a Contract or a related financial instrument that may be the subject of advice from us to you. Any such positions and other advice may not be consistent with, or may be contrary to, your interests or to positions which are the subject of advice previously provided by FCM or its affiliate to you, and unless otherwise disclosed in writing, we are not necessarily acting in your best interest and are not assessing the suitability for you of any Contract or related financial instrument. Acting in one or more of the capacities noted above may give FCM or its affiliate access to information relating to markets, investments and products. As a result, FCM or its affiliate may be in possession of information which, if known to you, might cause you to seek to dispose of, retain or increase your position in one or more Contracts or other financial instruments. FCM and its affiliate will be under no duty to make any such information available to you, except to the extent we have agreed in writing or as may be required under applicable law.

ANTI-MONEY LAUNDERING POLICY STATEMENT

Cunningham Commodities, LLC (“Cunningham”) is committed to full compliance with all applicable laws and regulations regarding money laundering. Every officer, director, employee and associated person (“AP”) of the Firm is responsible for assisting in the Firm's efforts to detect, deter and prevent money laundering and other activities intended to facilitate the funding of terrorist or criminal activities. Towards this end, it is the Firm's policy to screen all prospective customers before any account is established and to monitor transactions in customer accounts on an ongoing basis.

Notice To Introduced Customers

If your account has been introduced to Cunningham Commodities, LLC (“Cunningham”) by an Introducing Broker (IB), Cunningham wants you to be aware of and understand the relationship

between Cunningham, the Introducing Broker and the individual Account Executive who services your account on a day to day basis.

Please be aware of the following:

- Cunningham will only accept funds that are payable to Cunningham and which originated from the bank account of the named Cunningham account holder. No other funds can or will be accepted.
- Your Introducing Broker and individual Account Executive are authorized to accept only funds that are payable to Cunningham.
- Any funds that are withdrawn from your account will be made payable to the named account holder.
- All questions regarding your account should be directed to your Account Executive at your Introducing Broker.
- Your Account Executive will assist you in your trading. If you have granted a Power of Attorney to a third party, trading in your account is permitted without your specific authorization for each trade. If you have not granted a Power of Attorney or Letter of Direction, trading in your account is prohibited without your specific authorization.
- You may be called upon to deposit additional funds to your account in the event that your account falls below Cunningham's margin requirements. Failure to make such deposits when called for may require Cunningham to protect itself from potential losses.

If you have any questions about your account statements or transactions in your account, please contact your Account Executive at your Introducing Broker. However, if your questions are not resolved to your satisfaction, please contact the Compliance Department at Cunningham Commodities, LLC (312) 546-4760 or email compliance@cunninghamllc.com.

CROSS TRADE CONSENT

Cunningham Commodities, LLC, its officers, its directors, its employees or its affiliates or other clients of Cunningham Commodities, LLC may be from time to time on the opposite side of orders for physicals or for purchase or sale of futures contracts and option contracts placed for your Account in conformity with regulations of the Commodity Futures Trading Commission and the by-laws, rules and regulations of the applicable market (and its clearing organization, if any) on which such order is executed.

CHICAGO MERCANTILE EXCHANGE AVERAGE PRICE SYSTEM DISCLOSURE

A. Application of Average Prices

The Average Price System ("A.P.S") allows a clearing firm to confirm to customers an average price when multiple execution prices are received on an order or series of orders for futures, options or combination transactions. An order or series of orders executed during a Regular Trading Hours Session at more than one price may only be averaged pursuant to APS if each order is for the same account or group of accounts and for the same commodity and month for futures, or for the same commodity, month, put/call and strike for options.

B. APS Orders

Any member or clearing member that accepts an order subject to APS must include an APS indicator on the order at the time of acceptance, and must comply with all other order requirements including those set forth in Rule 536. The APS indicator must appear on the office order and floor order.

C. Computation of Average

Upon receipt of an execution at multiple prices for an order with an APS indicator, an average will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series. The actual average price or the average price rounded to the next price increment may be confirmed to customers. If a clearing member confirms the rounded average price, the clearing member must round the average price to the next price increment for a buy order or to the next price increment for a sell order. The residual created by the rounding process must be paid to the customer. APS may produce prices that do not conform to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing member.

D. Disclosure

Each clearing member that confirms an average price to a customer must indicate on the confirmation and monthly statement that the price represents an average price.

QUESTIONS AND ANSWERS TO ADDRESS KEY FEATURES OF RULE 553 – AVERAGE PRICE SYSTEM

1. Q: What is the Average Price System (“APS”)?

A: APS will enable a clearing member to confirm to customers an average price when multiple prices are received on an order or series of orders for the same accounts. For example, if an order transmitted by an account manager on behalf of several customers is executed at more than one price, those prices may be averaged and the average may be confirmed to each customer. Customers will have the choice of participating in APS.

2. Q: Does an order subject to APS have to be for the same commodity?

A: Yes. An APS order may be used for futures, options or combination transactions. An APS order for futures must be for the same commodity and month, and for options, it must be for the same commodity, month/put/call and strike.

3. Q: Does the clearing firm calculate the average? How is the average calculated?

A: The CME computes the average by multiplying the price by the quantity executed at each price divided by the total quantity.

4. Q: Is the APS process limited to discretionary accounts?

A: No. APS may also be used for a non-discretionary account upon request of a customer.

5. Q: What will appear on a customer’s confirmation and monthly statement for a position that has been confirmed at an average price?

A: An APS indicator will appear on the confirmation and monthly statement. This indicator will notify the customer that the confirmed price represents an average price or rounded average price.

6. Q: Is a clearing firm required to provide any specific disclosure to a customer prior to

entering an order for a customer?

A: A firm should describe certain features of APS to customers. For example, a firm should inform a customer that the average price is not the actual execution price and that APS will calculate the same price for all customers that participate in the order.

Each clearing firm should decide how to communicate this information to the customer. If the firm or account controller provides the information in these Questions and Answers to the customer, the CME believes that will satisfy any disclosure obligation.

Similarly, if the firm provides the information to the pool operator, the CME believes this will satisfy any disclosure obligation to a commodity pool. A firm may choose to provide the information orally rather than providing a written copy of these Questions and Answers.

7. Q: Can APS be used when a series of orders are entered for a group of accounts?

A: Yes. For example, a bunched APS order (an order that represents more than one customer account) executed at 10:00 am. could be averaged with a bunched APS order executed at 12:00 pm. provided that each of the bunched orders is for the same accounts. In addition, market orders and limit orders may be averaged, as may limit orders at different prices, provided that each order is for the same accounts.

8 Q: What will happen if an APS order is only partially executed? For example, at 10:00 am a buy 100 APS DEC S&P 500 futures order is transmitted at a limit price of 376.00; 50 are executed at 376.00, and the balance was not filled. At 12.00 p.m. a buy 100 APS DEC S&F 500 futures order is transmitted at a limit price of 375.00; 50 are executed at 375.00 and the balance was not filled. Both orders are part of a series for the same group of accounts.

A: In the above example, the two prices will be averaged. If the order was placed for more than one account, the account controller must rely on pre-existing allocation procedures to determine the proportions in which each account will share in the partial fill.

9. Q: Is there a requirement that a firm confirm the average price rather than the rounded average price?

A: No. Each firm will have the choice of confirming the actual average price or the average price rounded to the next price increment. If a clearing firm confirms the rounded average price, the firm must round the average price up to the next price increment for a buy order or down to the next price increment for a sell order. The rounding process will create a cash residual of the difference between actual average price and the rounded average price that must be paid to the customer.

10. Q: What will happen if the actual average or the residual is a price that does not conform to a whole cent increment?

A: APS may produce prices that do not conform to whole cent increments. In such cases, any amount less than one cent may be retained by the clearing member. For example, if the total residual to be paid to a customer on a rounded average price for 10 contracts is \$83.333333, the clearing firm may pay to the customer \$83.33.

11. Q: Will a customer be able to obtain information regarding the actual execution prices of a trade that has been confirmed at an average price?

A: Yes. The customer should contact the firm carrying the customer's account to obtain the actual execution prices. If the firm did not execute the trade, the firm will have to contact the executing firm to obtain the information.

Should you have any questions regarding APS, please contact your Customer Representative.

NON-CASH MARGIN DISCLOSURE

THIS STATEMENT IS FURNISHED TO YOU BECAUSE REGULATION 1.55(p) OF THE COMMODITY FUTURES TRADING COMMISSION REQUIRES IT FOR REASONS OF FAIR NOTICE UNRELATED TO THIS COMPANY'S CURRENT FINANCIAL CONDITION.

1. YOU SHOULD KNOW THAT IN THE UNLIKELY EVENT OF THIS COMPANY'S BANKRUPTCY, PROPERTY, INCLUDING PROPERTY SPECIFICALLY TRACEABLE TO YOU, WILL BE RETURNED, TRANSFERRED OR DISTRIBUTED TO YOU, OR ON YOUR BEHALF ONLY TO THE EXTENT OF YOUR PRO RATA SHARE OF ALL PROPERTY AVAILABLE FOR DISTRIBUTION TO CUSTOMERS.
2. THE COMMISSION'S REGULATIONS CONCERNING BANKRUPTCIES OF COMMODITY BROKERS CAN BE FOUND AT 17 CODE OF FEDERAL REGULATIONS PART 190.

ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.

DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS

Trading or routing orders through electronic systems vary widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, orders executed around contract expiration and trading limitations or requirements; and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

RISK ASSOCIATED WITH SYSTEM FAILURE

Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

LIMITATION OF LIABILITY

Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of Futures Commission Merchants, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchanges(s) in order to understand these liability limitations.

REQUEST FOR ELECTRONIC TRANSMISSION OF CUSTOMER STATEMENTS

Cunningham Commodities, LLC (“Cunningham”) will provide daily confirmation, P&S, monthly and 1009 tax statements (“Statements”) by electronic transmission. Customer acknowledges its understanding that there is a risk of failure of any electronic transmission, and will not hold Cunningham liable directly or indirectly for such failure. If Customer fails to receive any Statement that reflects activity of which you are aware of in the account, Customer agrees to contact a Cunningham customer service representative by 8:00 a.m. (Central Time) on the business day following the day of such activity. This consent shall be effective until revoked via email by the undersigned and sent to compliance@cunninghamllc.com . Customer authorizes Cunningham to provide all Statements solely by electronic transmission. Customer will access statements of activity and status online or via email, as provided by Cunningham Commodities, LLC.

VIRTUAL CURRENCY DERIVATIVE DISCLOSURE

The purpose of this disclosure is to remind customers that, just like any other speculative investment, trading futures on virtual currencies, including Bitcoin, has certain benefits and various unique and potentially significant risks. While futures on virtual currencies must be traded on regulated futures exchanges, trading these products involves a high level of risk and may not be suitable for all investors.

In accordance with National Futures Association (“NFA”) Interpretive Notice #9073, please find the following NFA and CFTC Advisory Notices regarding associated risks of trading virtual currency futures:

NFA Investor Advisory – Futures on Virtual Currencies Including Bitcoin:

<https://www.nfa.futures.org/investors/investor-advisory.html>

CFTC Customer Advisory: Understand the Risks of Virtual Currency Trading:

[Customer Advisory: Understand the Risks of Virtual Currency Trading | CFTC](#)

NEGATIVE CONTRACT PRICES RISK DISCLOSURE

When trading in the futures markets, we wish to remind you of the risks if the market moves against your futures positions. These risks may be particularly acute in those instances in which a futures contract settles at a negative price. The circumstances that lead a futures contract to settle at a negative price may vary. One example of when a futures contract with a physical commodity as the underlying asset may settle at a negative price is when the supply of the commodity faces physical constraints in distribution or storage to such an extent that some suppliers are prepared to pay others to physically take away the commodity. Futures contracts across other asset classes may also settle at negative prices for any number of reasons. Regardless of whether prices are positive or negative, you should keep in mind that if the market moves against your futures positions:

- You may sustain a total loss of the funds that you have deposited to establish or maintain your positions and may incur additional losses beyond these amounts;
- You may be called upon to deposit additional margin funds, on short notice;

- If you do not provide the additional funds within the time we require, your positions may be liquidated at a loss; and
- You will be liable for any resulting deficit in your account.

NOTICE TO CUSTOMERS: EXCHANGE FOR RELATED POSITIONS

Certain futures exchanges permit eligible customers to enter into privately-negotiated off-exchange futures or option on futures transactions (collectively, “futures”) known as exchange for related positions (“EFRP”). An EFRP involves the simultaneous execution of a futures transaction and an equivalent related position. A “related position” is defined to mean the cash commodity underlying the exchange contract or a by-product, a related product or an over-the-counter (“OTC”) derivative instrument of such commodity that has a reasonable degree of price correlation to the commodity underlying the exchange contract. Types of EFRPs include:

- Exchange of Futures for Physical (“EFP”) or Against Actual (“AA”) – the simultaneous execution of a futures contract and a corresponding physical transaction or a forward contract on a physical transaction.
- Exchange of Futures for Risk (“EFR”) or Exchange of Futures for Swap (“EFS”) – the simultaneous execution of a futures contract and a corresponding OTC swap or other OTC derivative transaction.
- Exchange of Option for Option (“EOO”) – the simultaneous execution of an option contract and a corresponding transaction in an OTC option or other OTC instrument with similar characteristics.

EFRP transactions are subject to Applicable Law, as defined in the agreement between a futures commission merchant (“FCM”) and its customers. Customers that engage in EFRP transactions are responsible for reviewing, understanding and complying with the provisions of Applicable Law governing EFRP transactions, including, but not limited to, Rule 538 of the CME Group (CME, CBOT and NYMEX) and Rule 4.06 of ICE Futures US, and the frequently asked questions and other guidance that each exchange has issued with respect thereto.

Customers are subject to the jurisdiction of the exchange through which the EFRP transaction is entered into and, therefore, may be required to produce records and otherwise cooperate in any inquiry that the exchange may undertake with respect to the EFRP transaction. Moreover, customers may be sanctioned by the exchange if an EFRP transaction does not comply with the requirements of applicable exchange rules and guidance. For this reason, customers are encouraged to review these requirements with any employees that may engage in EFRP transactions on their behalf.

Certain common requirements of the rules and guidance issued by CME Group and ICE Futures US are summarized below. However, this summary is not a substitute for the customer’s obligation to review and understand such rules and related guidance in their entirety.

- The futures contract and the related position must be effected for the account of the same beneficial owner. If the customer is the seller of (or the holder of the short market exposure associated with) the related position, the customer must be the buyer of the

futures contract(s) being exchanged in the EFRP; conversely, if the customer is the buyer of (or the holder of the long market exposure associated with) the related position, the customer must be the seller of the futures contract(s) being exchanged in the EFRP.

- The opposing accounts to an EFRP transaction must be: (a) independently controlled accounts with different beneficial ownership; (b) independently controlled accounts of separate legal entities with common beneficial ownership; or (c) independently controlled accounts of the same legal entity, provided the account controllers operate in separate business units. For EFRP transactions between accounts with common beneficial ownership, the parties to the trade must be able to demonstrate the independent control of the accounts and that the transaction had economic substance for each party to the trade.
- Generally, there may be only two parties to an EFRP transaction. However, a third party, acting as principal, may facilitate the related position component of an EFRP on behalf of a customer, provided the third party is able to demonstrate that the related position was passed through to the customer that received the exchange contract as part of the EFRP.
- Each EFRP requires a bona fide transfer of ownership of the cash commodity between the parties or a bona fide, legally binding contract between the parties consistent with relevant market conventions for the particular related position transaction.
- Each side of an EFRP transaction must be independent. For example, confirmation of the related position may not be contingent on the acceptance of the futures transaction for clearing.
- Contingent EFRP transactions are prohibited. EFRP transactions may not be contingent upon the execution of another EFRP or related transaction that results in the offset of the related position without the incurrence of market risk that is material in the context of the related position transactions.
- Foreign currency EFPs, with immediate offset of the cash component of the transaction, are permitted, provided the parties to the transaction have acknowledged that, in the event the futures component of the transaction fails to clear, their responsibility for any resultant profit or loss associated with an offset of the cash component of the transaction.
- A party providing inventory financing for a storable agricultural, energy or metals commodity may, through the execution of an EFP, purchase the commodity and sell the equivalent quantity of futures contracts to a counterparty, and grant to the counterparty the non-transferable right, but not the obligation, to execute a second EFP during a specified time period in the future which will have the effect of reversing the original EFP.
- An EFRP may incorporate multiple exchange components with different market bias, provided the related components incur material market risk. An EFRP may incorporate multiple related position components, provided the net exposure of the related position components is approximately equivalent to the quantity of futures exchanged or, in the case of an EOO, the net delta-adjusted quantity of the OTC option components is approximately equivalent to the delta-adjusted quantity of the exchange-listed option.
- EFRP transactions may be executed at any commercially reasonable price agreed by the parties, provided the price of the exchange component of the EFRP transaction

conforms to the minimum tick increment of the futures contract under exchange rules. Parties may be asked to demonstrate that EFRPs executed at prices away from the prevailing market price were executed at such prices for legitimate commercial purposes.

- The customer must maintain all records relevant to the futures transaction and the related cash, swap or derivative transaction in accordance with applicable exchange rules. Upon request, the customer must provide its FCM with documentation sufficient to verify its purchase or sale of the related position.
- EFR and EOO participants must comply with applicable Commodity Futures Trading Commission requirements governing eligibility to transact the related position component of an EFR or EOO. Generally, EFR and EOO participants must be “eligible contract participants,” as defined in section 1a (18) of the Commodity Exchange Act.
- A swap that is traded on or subject to the rules of an exchange or a swap execution facility (“SEF”) is ineligible to be the related position component of an EFR or EOO transaction. OTC swaps that are bilaterally negotiated and submitted for clearing-only to a DCO qualify as a related position, provided such swaps have a reasonable degree of correlation to the underlying exchange product. Such swaps should be governed by the terms and conditions of an ISDA agreement negotiated between the parties.

Privacy Policy

Cunningham Commodities, LLC (“Cunningham” or “we”) values our customers, and maintaining customer trust and confidence is our highest priority. While it is necessary that we obtain accurate and current information about our customers in order to provide the highest level of customer service, we are dedicated to protecting the privacy and confidentiality of our customers’ information.

Cunningham will never sell your personal information to anyone. Cunningham, and its affiliates, will collect your personal information whenever you use our services or when you use our website. We promise that we will uphold the privacy policies and procedures as set forth below.

Information we collect about our Customers:

The personal information we collect includes information you provide to us voluntarily, or that is received from a broker you have chosen to use, when visiting our website, in the course of completing account opening applications (whether written or electronic) or in the ongoing

provision of our services to you. This information may include the following:

- Your name, address, date of birth, email address, phone number, social security number/tax identification number, a copy of your photo-ID, such as passport, drivers license, or national ID, a copy of a recent utility bill/bank statement (or similar) as evidence of your residential address, and bank account details. We may also collect your employment details, employment history, and financial information about you.
- Information regarding your transactions with us, including your trading history at Cunningham, your history of meeting margin calls, or your use of the various services and products provided by us.
- Information about your credit history and information that we may receive from your introducing broker or associated person and other consumer reporting agencies.
- Information we collect indirectly from you, including information gathered through your interactions with our website. This information may include, Internet protocol ("IP") address, browser type, operating system, Internet service provider, and time stamps.

How we use the personal information we collect:

We collect, use, disclose, transfer and store your personal information when needed to conduct our business and to provide you with the best possible services and experience. We may also use your personal information to:

- provide the services you have asked us to provide in order to perform our contractual obligations in relation to those services (including to process your futures trades and generate futures trading statements);
- verify your identity and to set up and administer your account, provide technical and customer support and send you important account, subscription and service data, in order to perform our contractual obligations and to comply with our legal obligations;
- deliver your daily and monthly statements to you;
- determine if you have sufficient risk capital to trade futures and options on futures;
- communicate with you about the services you have asked us to provide;

- provide you with marketing and offers from us or any affiliates. If you are a resident of the European Economic Area (“EEA”) we shall send you such email communication where we have your permission to do so. In case you don't want to receive such communication from us in the future, please use the unsubscribe link within the email;
- market our products and services to people like you, in accordance with our legitimate interests;
- deliver tailored content such as news, research, reports, and business information and to personalize your experience with our services (using, for example, your location and trading history);
- improve our services;
- comply with our legal, contractual, and regulatory obligations as specified below; and,
- We may also collect and use your non-personal, anonymised information for statistical purposes and analysis and to help us provide a better service.

Trade activity on the trading platform:

In order to meet our legal and regulatory obligations, and in accordance with our legitimate interests, we will monitor your trading activity, such as the frequency of your trading and number of trades, your monetary activity such as number of deposits/withdrawals, payment methods used, and your device information and IP.

Our legal obligations:

We may be required to retain and use personal information to meet our internal and external audit requirements, for data security purposes and as we believe necessary or appropriate: (a) to comply with our obligations under applicable law and regulations, which may include laws and regulations outside your country of residence; (b) to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include such authorities outside your country of residence; (c) to monitor compliance with and enforce our trading platform terms and conditions; (d) to carry out anti-money laundering, sanctions or “Know Your Customer” checks as required by applicable laws and regulations; or

(d) to protect our rights, privacy, safety, property, or those of other persons. We are also required to use and retain personal information after you have closed your account for legal, regulatory and compliance reasons, such as the prevention, detection or investigation of a crime, loss prevention, or fraud prevention.

Information we may share about our Customers:

We share or disclose your personal information when necessary to provide services or conduct our business operations as described below. When we share personal information, we do so in accordance with applicable data privacy laws and our internal security standards.

Below are the parties with whom we may share personal information and why:

- **Affiliated Companies** - Cunningham may share personal information about our current and former customers with our affiliated companies for complying with regulatory obligations, the provision of services, account administration, sales and marketing, customer and technical support. In this case, your personal information will remain subject to the strictest confidentiality and data privacy protections. We may process personal information in connection with the website and trading platform in the following locations: United States, Bulgaria, Ukraine, and Israel.
- **Unaffiliated Companies (third-party service providers)** - To the extent that we may engage unaffiliated companies to assist in providing us with services (e.g., such as software; system and platform support; direct marketing services; cloud hosting services; advertising; data analytics; and order fulfillment and delivery), such providers will be subject to stringent contractual requirements to maintain the confidentiality of any personal information they may obtain in connection with the performance of their services for us. We will make every effort to ensure that they receive the minimum amount of personal information necessary and will be allowed to retain that information only for as long as necessary in order to provide such services. Our third-party service providers are not permitted to share or use personal information we make available to them for any other purpose than to provide services to us.
- **Third parties for legal reasons** - We may also disclose your personal information to a

third party when you ask us to do so or when we believe it is required by law, such as:

- To comply with legal obligations and respond to requests from competent government agencies, including law enforcement and other administrative public authorities, which may include such authorities outside of your country of residence.
- To comply with an order of a competent Court, and which may include competent Courts outside of your country of residence.
- In the event of a merger, sale, restructure, acquisition, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings).
- To protect our rights, users, systems and services.

International transfers of personal information:

Due to the nature of our services and our trusted third-party providers, we may need to process your personal information in jurisdictions other than the United States. In such cases, we will ensure that the processing only takes place in jurisdictions that have been found to uphold an adequate level of protection regarding personal information or ensure that there are other legal mechanisms in place to ensure appropriate safeguards for the processing of the personal information.

Retention of your Information:

We will only retain your personal information for as long as we reasonably require it for legal or business purposes, subject to the minimum applicable regulatory retention period. In determining data retention periods, we take into account local laws, contractual obligations, and the expectations and requirements of our customers. When we no longer need personal information, we securely delete or destroy it.

Protection of your personal Information and Privacy:

Only authorized employees, agents, affiliates or service providers will have access to your

personal information. Each of them is held to the highest standards of privacy and security.

We are committed to safeguarding and protecting personal information and implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to protect any personal information provided to us from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal information transmitted, stored or otherwise processed.

Cookies and other technologies:

Cookies are small text files consisting of encrypted information assigned to a computer's browser. We use cookies on our website and trading platform that do not collect or transmit your personal information.

- For users of the non-public areas of our website or electronic trading platforms that require a user ID and password, Cunningham may use cookies to identify you so that you do not have to input your password multiple times as you navigate our site.
- Cunningham may also use cookies for administrative purposes, such as to maintain security on our site.
- We may track your IP address and usage of our site and identify the name of the website you previously visited that directed you to our website. This information is used to improve the usability of our website and to provide you better products and services. We do not otherwise track any information about your use of other websites.
- Non-personal information or anonymized/pseudonymized information obtained through cookies may be obtained by or shared with affiliates or service providers on our behalf.

Controlling your personal information:

We respect your rights to control your personal information and will facilitate the execution of your rights in accordance with applicable law, as specified in Annex A below.

Third party websites:

Our website may include links to other internet sites, content or videos maintained by third parties. We do not endorse such third party sites and are not responsible for the content of any third party sites. Please note that this privacy policy (“**Policy**”) does not extend to third party sites linked to this website, and we encourage you to check the applicable privacy policy of such third party sites to determine how they will handle any personal information they collect from you.

Children:

Our website, products and services are directed to people who are at least 18 years old. If you are under 18, do not use or provide any information on this website or through any of its features; do not register on the website, make any purchases through the website, or provide any information about yourself to us, including your name, address, telephone number, or email address. Cunningham does not knowingly collect personal information from a child and will delete such information if Cunningham becomes aware that such information has been provided.

If you believe that children have provided personal information to Cunningham, please contact us immediately at compliance@cunninghamllc.com.

Changes in Policy:

If this Policy changes you will be notified through the Cunningham website or in other appropriate ways.

Contacting us about this Policy or making a complaint:

If you have any questions or concerns about this Policy, or want to exercise your rights as a data subject as set out in this Policy, or would like to raise a complaint or comment, please contact our Privacy Team and the Data Protection Officer by emailing privacy@cunninghamllc.com.

When you email us you may be requested to provide some additional personal information, like your name, email address and residential address. We will use this data to verify your identity in

order to be able to respond to your query, and so that we can meet our contractual obligations.

Emails are stored on our standard internal contact systems which are secure and cannot be accessed by external parties.

If you are not satisfied with our response or believe we are not processing your personal information in accordance with the law, you can escalate your complaint to the data protection supervisory authority in your jurisdiction. Contacts of the local European data protection supervisory authorities can be found [here](#).

This Policy was last updated January 2023.

Annex A - Individual Rights

California residents and certain other U.S. States:

Residents of certain U.S. states, including California, may have the following rights, subject to the applicability of such states' privacy legislation to Cunningham:

Right to Know (Right of Access): You have the right to request access to the personal information Cunningham collects on you. Upon receipt of such a request, we will give you access to your personal information (including a copy of it), unless any relevant legal requirements prevent us from doing so or other exemptions apply. Before providing access to you, we will ask you to prove your identity and give us sufficient information about your interaction with us so that we can locate any relevant data.

Right to Delete: You may have the right to request that Cunningham delete any personal information about you that we have collected. If you request that we delete your personal information this will result in the automatic closure of your account and we will remove your personal information from active processing. However, we will be required to maintain your personal information to comply

with our legal and regulatory requirements including, but not limited to, our record retention requirements.

Right to Opt-out of the Sale of Personal Information: Cunningham does not sell your personal information. Except as described in this Policy, we will not otherwise disclose personal information to any third parties unless you have been provided with an opportunity to opt out of such disclosure.

Right to Notification of Financial Incentive: Cunningham does not offer incentives for the collection, sale, or deletion, of personal information.

Right to Correct: You have the right to correct inaccurate personal information that Cunningham has about you.

Right to Limit: You have the right to limit the use and disclosure of sensitive personal information collected by Cunningham about you.

You will not receive discriminatory treatment from us if you exercise any of the above-mentioned rights.

To exercise any of the rights listed above please email privacy@cunninghamllc.com.

EEA/ UK residents only:

As per the General Data Protection Regulation (“**GDPR**”), we respect your right to access and control your personal data. We will respond to requests for personal data and, where applicable, will correct, amend, or delete your personal data.

Access to personal data: We will give you access to your personal data (including a copy of it) on request, unless any relevant legal requirements prevent us from doing so or where other exemptions apply. Before providing access to you, we will ask you to prove your identity and give us sufficient information about your interaction with us so that we can locate any relevant data.

Correction and deletion: You have the right to correct or amend your personal data if it is inaccurate or requires updating. You may also have the right to request us to delete your personal data. If you request that we delete your personal data this will result in the automatic closure of your account and we will remove your personal data from active processing. However, we will be required

to maintain your personal data to comply with our legal and regulatory requirements including, but not limited to, our record retention requirements.

Restrict processing: You have the right to control the use of your personal data for marketing purposes. In some other certain circumstances you can ask us to stop processing your personal data. However, this may result in us being unable to continue to provide you with access to the trading platform.

We reserve the right to charge you a reasonable administrative fee for any manifestly unfounded or excessive requests concerning your access to your personal data, and for any additional copies of the personal data you request from us.

For additional information regarding exercising your rights please [click here](#).