

Disclosure Document of

# QQFund.com<sup>®</sup> LLC

941 Byron Court, Naperville, Illinois 60540-8261, USA

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[www.QQFund.com](http://www.QQFund.com)

A greater Chicago area, Illinois State, USA based qualitative/quantitative fund management firm and an Illinois State, USA, Limited Liability Company (LLC) registered with U.S. Commodity Futures Trading Commission (CFTC) as a Commodity Trading Advisor (CTA) and a member firm of National Futures Association (NFA).

**NFA ID: 0401090**



**QQFund.com<sup>®</sup>** is a registered trade mark (service mark) of QQFund.com LLC.

Registered with United States Patent and Trademark Office (USPTO).

Registration Number: 3594806.

No person is authorized by QQFund.com LLC to give any information or to make any representations not contained herein.

The delivery of this Disclosure Document (total 49 pages) at any time does NOT imply that the information it contains is correct subsequent to the date shown below.

The date of this Disclosure Document is

**August 31, 2018**

This Disclosure Document may not be utilized 12 months after the above date.

This Disclosure Document may be used to solicit Qualified Eligible Person (QEP) and NON-QEP.

**THE COMMODITY FUTURES TRADING COMMISSION HAS NOT PASSED UPON THE MERITS OF PARTICIPATING IN THIS TRADING PROGRAM NOR HAS THE COMMISSION PASSED ON THE ADEQUACY OR ACCURACY OF THIS DISCLOSURE DOCUMENT.**

**RISK DISCLOSURE STATEMENT**

**THE RISK OF LOSS IN TRADING COMMODITY INTERESTS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. IN CONSIDERING WHETHER TO TRADE OR TO AUTHORIZE SOMEONE ELSE TO TRADE FOR YOU, YOU SHOULD BE AWARE OF THE FOLLOWING:**

**IF YOU PURCHASE A COMMODITY OPTION YOU MAY SUSTAIN A TOTAL LOSS OF THE PREMIUM AND OF ALL TRANSACTION COSTS.**

**IF YOU PURCHASE OR SELL A COMMODITY FUTURES CONTRACT OR SELL A COMMODITY OPTION OR ENGAGE IN OFF-EXCHANGE FOREIGN CURRENCY TRADING YOU MAY SUSTAIN A TOTAL LOSS OF THE INITIAL MARGIN FUNDS OR SECURITY DEPOSIT AND ANY ADDITIONAL FUNDS THAT YOU DEPOSIT WITH YOUR BROKER TO ESTABLISH OR MAINTAIN YOUR POSITION. IF THE MARKET MOVES AGAINST YOUR POSITION, YOU MAY BE CALLED UPON BY YOUR BROKER TO DEPOSIT A SUBSTANTIAL AMOUNT OF ADDITIONAL MARGIN FUNDS, ON SHORT NOTICE, IN ORDER TO MAINTAIN YOUR POSITION. IF YOU DO NOT PROVIDE THE REQUESTED FUNDS WITHIN THE PRESCRIBED TIME, YOUR POSITION MAY BE LIQUIDATED AT A LOSS, AND YOU WILL BE LIABLE FOR ANY RESULTING DEFICIT IN YOUR ACCOUNT.**

**UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION. THIS CAN OCCUR, FOR EXAMPLE, WHEN THE MARKET MAKES A “LIMIT MOVE.”**

**THE PLACEMENT OF CONTINGENT ORDERS BY YOU OR YOUR TRADING ADVISOR, SUCH AS A “STOP-LOSS” OR “STOP-LIMIT” ORDER, WILL NOT NECESSARILY LIMIT YOUR LOSSES TO THE INTENDED AMOUNTS, SINCE MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE SUCH ORDERS.**

**A “SPREAD” POSITION MAY NOT BE LESS RISKY THAN A SIMPLE “LONG” OR “SHORT” POSITION.**

**THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN COMMODITY INTEREST TRADING CAN WORK AGAINST YOU AS WELL AS FOR YOU. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.**

**IN SOME CASES, MANAGED COMMODITY ACCOUNTS ARE SUBJECT TO SUBSTANTIAL CHARGES FOR MANAGEMENT AND ADVISORY FEES. IT MAY BE NECESSARY FOR THOSE ACCOUNTS THAT ARE SUBJECT TO THESE CHARGES TO MAKE SUBSTANTIAL TRADING PROFITS TO AVOID DEPLETION OR EXHAUSTION OF THEIR ASSETS. THIS DISCLOSURE DOCUMENT CONTAINS, AT PAGE 8, A COMPLETE DESCRIPTION OF EACH FEE TO BE CHARGED TO YOUR ACCOUNT BY THE COMMODITY TRADING ADVISOR.**

**THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF THE COMMODITY INTEREST MARKETS. YOU SHOULD THEREFORE CAREFULLY STUDY THIS DISCLOSURE DOCUMENT AND COMMODITY INTEREST TRADING BEFORE YOU TRADE, INCLUDING THE DESCRIPTION OF THE PRINCIPAL RISK FACTORS OF THIS INVESTMENT, AT PAGE 15.**

**YOU SHOULD ALSO BE AWARE THAT THIS COMMODITY TRADING ADVISOR MAY ENGAGE IN TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS. TRANSACTIONS ON MARKETS LOCATED OUTSIDE THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET MAY BE SUBJECT TO REGULATIONS WHICH OFFER DIFFERENT OR DIMINISHED PROTECTION. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE YOUR TRANSACTIONS MAY BE EFFECTED. BEFORE YOU TRADE YOU SHOULD INQUIRE ABOUT ANY RULES RELEVANT TO YOUR PARTICULAR CONTEMPLATED TRANSACTIONS AND ASK THE FIRM WITH WHICH YOU INTEND TO TRADE FOR DETAILS ABOUT THE TYPES OF REDRESS AVAILABLE IN BOTH YOUR LOCAL AND OTHER RELEVANT JURISDICTIONS.**

**THIS COMMODITY TRADING ADVISOR IS PROHIBITED BY LAW FROM ACCEPTING FUNDS IN THE TRADING ADVISOR’S NAME FROM A CLIENT FOR TRADING COMMODITY INTERESTS. YOU MUST PLACE ALL FUNDS FOR TRADING IN THIS TRADING PROGRAM DIRECTLY WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER, AS APPLICABLE.**

## Table of Contents

Risk Disclosure Statement.....2  
 Advisor (QQFund.com LLC).....4  
 Principal (Mr. Kuen-Yih Hwang).....4  
 Futures Commission Merchant (FCM) (Interactive Brokers LLC).....7  
 Introducing Broker.....7  
 Advisory Fee (2% annual management fee,  
 0% monthly performance fee &  
 \$0 monthly accounting fee).....8  
 3 Investment Programs (Investment Program 1/2/3).....9  
 QQFund.com Investment Program 1 (Past Composite Performance Capsule).....10  
 QQFund.com Investment Program 2 (Past Composite Performance Capsule).....11  
 QQFund.com Investment Program 3 (Past Composite Performance Capsule).....12  
 Conflicts of Interest.....13  
 Principal Risk Factors.....15  
 Litigation.....22

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Privacy Policy Notice.....24  
 Fund Additions.....24  
 Fund Withdrawals.....25  
 Withdraw MOST of Funds without Terminating the Advisory Agreement.....26  
 Advisory Agreement Termination Process.....26  
**Sudrania Fund Services** (Sudrania LLC, [www.sudrania.com](http://www.sudrania.com)).....29

QQFund.com Investment Program 1  
 (Monthly % Rate of Return (ROR) Since Inception on September 8, 2018).....30

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**Open a NEW Client Account (IRA, Individual, Joint, Organization or Trust).....31**  
 PART 1: Acknowledgement of Receipt of the Disclosure Document.....33  
 PART 2: Advisory Agreement.....34  
 PART 3: Client Information Questionnaire.....44  
 PART 4: Arbitration Agreement.....49

## Advisor (QQFund.com LLC)

QQFund.com LLC (hereinafter referred to as “QQFund.com”) was founded on July 17, 2008. It is a greater Chicago area, Illinois State, USA based **qualitative/quantitative** fund management firm. It has been registered with U.S. Commodity Futures Trading Commission (CFTC) as a Commodity Trading Advisor (CTA) and has been a member firm of National Futures Association (NFA) since July 24, 2008 to the present.

QQFund.com’s **vision** is to become one of the most valuable hedge fund managers worldwide by focusing on **long-term innovations in methodology/process**.

QQFund.com’s **mission** is to produce long-term better risk adjusted net return than the S&P 500 stock index by catching long-term BETA and generating long-term ALPHA (*with low correlation and ULTRA large capacity/liquidity/scalability*) through **long-term innovations in methodology/process**.

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QQFund.com has also been registered with CFTC as a Commodity Pool Operator (CPO) since October 7, 2008. However, it subsequently withdrew its CPO registration on August 1, 2009 in order to focus on its CTA operations.

QQFund.com has also been granted an exemption by CFTC pursuant to CFTC Regulation 4.7 since October 7, 2011 to the present.

This Disclosure Document furnished by QQFund.com (total 49 pages, dated August 31, 2018) is hereinafter referred to as “Disclosure Document”.

The Disclosure Document may be used to solicit Qualified Eligible Person (QEP) and NON-QEP (*as defined by CFTC/NFA*).

QQFund.com currently manages separately managed accounts. It offers 3 Investment Programs (Investment Program 1/2/3). For their past composite performance capsules, please see page 10/11/12 of the Disclosure Document.

QQFund.com and its principal believe that there has been no material civil, administrative or criminal action, pending, concluded or on appeal, against QQFund.com and/or its principal within the 5 years preceding the date of the Disclosure Document.

## Principal (Mr. Kuen-Yih Hwang)

Mr. Kuen-Yih Hwang is the sole founder, owner, CIO and CEO of QQFund.com LLC. He has been registered with U.S. Commodity Futures Trading Commission (CFTC) as an associated person and has become an associate member of National Futures Association (NFA) since July 24, 2008 to the present. He has become the sole principal of QQFund.com since July 23, 2008 to the present.

Mr. Hwang is responsible for the daily operation of QQFund.com. He performs research, design and development on the proprietary **Qualitative/Quantitative Fund Management Methodology** and **Qualitative/Quantitative Portfolio Realization Process** which are significantly influenced by the concepts of “the ultra-large-scale-real-time-fault-tolerant systematic software research, design and development related methodology/process” he was involved with while he worked for **AT&T Bell Laboratories** in USA. **Bell Laboratories** has approximately **14 Nobel Prize Laureates** in physics and chemistry. He has been officially granted approximately **11 patents** by United States Patent and Trademark Office (USPTO).

Mr. Hwang’s credentials pertaining to his education and business background since he arrived in the USA are listed below.

1. On July 31, 1983, Mr. Hwang arrived in the USA the first time through Los Angeles International Airport (LAX), California State, USA with a F-1 Foreign Student Visa.
2. From August 1983 to December 1983, Mr. Hwang attended the Graduate School of Engineering at Arizona State University (ASU), in Tempe, Arizona State, USA for one semester. He studied micro-computer hardware/firmware/software design, development, coding and testing using micro-processors, machine codes and assembly languages.
3. From January 1984 to December 1985, Mr. Hwang attended the University of Texas at El Paso (UTEP), Texas State, USA where he graduated with Honors with a Master of Science in Engineering (MSE), majoring in Electrical Engineering with an option in Computer Engineering focusing on micro-computer hardware/firmware/software design, development, coding and testing using micro-processors, machine codes and assembly languages.
4. From November 1985 to February 1986 (full time) and from March 1986 to June 1986 (part time), Senco Incorporated, Arlington Heights, Illinois State, USA; Data Processing Consulting. Mr. Hwang was accepted by and assigned to Sear Communication Network, Inc., Arlington Heights, Illinois State, USA as an electrical engineering consultant to develop the Strategic Network Management System. His business activities involved micro-computer hardware/firmware/software design, development, coding and testing. He applied the noise filtering related strategies (such as, but are not limited to, the Digital Signal Processing (DSP) related strategies) in the signal processing to measure the decibel (DB) level of the noise in an analog communication network.
5. From February 1986 to June 1988, Butler Service Group, Inc., Naperville, Illinois State, USA; Consulting & Contract Engineer Services. Mr. Hwang was accepted by and assigned to **AT&T Bell Laboratories**, Naperville, Illinois State, USA as a consultant. His business activities involved the use of ultra-large-scale-real-time-fault-tolerant systematic software methodology, process, requirement, architecture, reference model, standard, system requirement, network architecture design, software design, coding, testing, retrofit, first office application (FOA), deployment, current engineering and documentation.
6. From June 1988 to June 1990, **AT&T Bell Laboratories**, Naperville, Illinois State, USA; Telecommunications research, design, development and deployment. Mr. Hwang was hired by **AT&T Bell Laboratories** and became an employee as a Member of Technical Staff (MTS). His business activities involved the use of ultra-large-scale-real-time-fault-tolerant systematic software methodology, process, reference model, standard, system requirement, network architecture design, software design, coding, testing, retrofit, first office application (FOA), deployment, current engineering, documentation and onsite support for the international customers in UK, etc.
7. From June 1990 to March 1991, Rockwell International Corporation, Newport Beach, California State, USA; Semiconductor products. As a system engineer, Mr. Hwang’s business activities involved system requirement, software design and development, etc.
8. From April 1991 to February 2001, **AT&T Bell Laboratories** and Lucent Technologies (formerly **AT&T Bell Laboratories**), Naperville, Illinois State, USA; Telecommunications research, design, development and deployment. Mr. Hwang rejoined **AT&T Bell Laboratories** in April 1991 as a

Member of Technical Staff (MTS). His business activities involved the use of ultra-large-scale-real-time-fault-tolerant systematic software methodology, process, reference model, standard, system requirement, network architecture design, software design, coding, testing, retrofit, first office application (FOA), deployment, current engineering, documentation and onsite support for the international customers in Japan and China, etc. Lucent Technologies (formerly **AT&T Bell Laboratories**) was spun-off from **AT&T** in September 1996.

9. From May 1992 to October 1993, after passing the related exam, Mr. Hwang became an Illinois State, USA licensed real estate sales person through the sponsorship from Century 21 Hawthorne Square Realty Company, Naperville, Illinois State, USA.
10. In July 1993, Mr. Hwang became a USA citizen in Chicago, Illinois State, USA.
11. From October 1995 to March 1998, GFM Hedge Funds Research, Inc, Naperville, Illinois State, USA; hedge funds research services. Mr. Hwang's business activities involved identifying, evaluating and monitoring the sub-investment managers or other funds for clients, such as GFM Fund Management, Inc. (a Bahamian corporation) and GFM Global Fund, Inc. (a British Virgin Islands (BVI) corporation). GFM stands for the Global Fund Management.
12. In August 2000, Mr. Hwang passed the Series 7 exam (General Securities Representative Examination (GSRE)) in the greater Chicago area, Illinois State, USA. Holding a Series 7 license was required by the USA regulation in order to become a member of Bright Trading, LLC to perform proprietary trading.
13. From December 2000 to April 2001, Mr. Hwang developed his own proprietary methodology/process to perform intensive proprietary trading in Chicago, Illinois State, USA as a Class B member of Bright Trading, LLC which is in the business of the professional and proprietary equity trading.
14. From May 2001 to July 2001, self-employment; Mr. Hwang performed research, design and development on the proprietary **Qualitative/Quantitative Fund Management Methodology** and **Qualitative/Quantitative Portfolio Realization Process** in Naperville, Illinois State, USA.
15. From August 2001 to August 2016, Intrado Inc., Lisle, Illinois State, USA; saving lives by transforming emergency (9-1-1, etc.) communications. In May 2001, it acquired Lucent Public Safety Systems (LPSS), an internal venture of Lucent Technologies (formerly **AT&T Bell Laboratories**) which was originally spun-off from **AT&T** in September 1996. Mr. Hwang's business activities involved system requirement, software design, development and global business development, etc.
16. In March 2007, Mr. Hwang passed the Series 3 exam (National Commodity Futures Examination (NCFE)) in the greater Chicago area, Illinois State, USA. Since then to the present, he continually holds a Series 3 license.
17. From July 2008 to the present, QQFund.com LLC, Naperville, Illinois State, USA, organized in July 17, 2008; a Commodity Trading Advisor (CTA). Mr. Hwang is the sole founder, owner, CIO and CEO of QQFund.com LLC. He has been registered with CFTC as an associated person and has become an associate member of NFA since July 24, 2008 to the present. He has become the sole principal of QQFund.com since July 23, 2008 to the present. He is responsible for the daily operation of QQFund.com. He performs research, design and development on the proprietary **Qualitative/Quantitative Fund Management Methodology** and **Qualitative/Quantitative Portfolio Realization Process** which are significantly influenced by the concepts of "the ultra-large-scale-real-time-fault-tolerant systematic software research, design and development related methodology/process" he was involved with while he worked for **AT&T Bell Laboratories** in USA. **Bell Laboratories** has approximately **14 Nobel Prize Laureates** in physics and chemistry.
18. At the end of August 31, 2018, Mr. Hwang has been officially granted approximately **11 patents** by United States Patent and Trademark Office (USPTO).

## Futures Commission Merchant (FCM) (Interactive Brokers LLC)

Unless otherwise agreed on by QQFund.com, to invest with QQFund.com, Client must open a **NEW** client account with **Interactive Brokers LLC** ([www.interactivebrokers.com](http://www.interactivebrokers.com)).

- Such **NEW** client account and other account otherwise agreed on by QQFund.com are hereinafter collectively referred to as “Client Account”.
- **Interactive Brokers LLC** and other FCM otherwise agreed on by QQFund.com are hereinafter collectively referred to as “Client FCM” (i.e., the Client’s futures broker).

Unless otherwise agreed on by QQFund.com, **Client must open the Client Account ONLY AFTER the Advisory Agreement is accepted by QQFund.com and instructed by QQFund.com to do so.** The purpose of this step-by-step procedure is to help streamline the account open process and the investment/trading operation.

**Interactive Brokers LLC** is registered with CFTC as a Futures Commission Merchant (FCM) (i.e., a futures broker). It is a member firm of NFA. Its NFA ID number is 0258600. For more details on its most recent registration and membership status, Client shall contact CFTC/NFA and **Interactive Brokers LLC** directly.

Client will have to pay commissions and fees. Client shall negotiate commissions and fees directly with the Client FCM. QQFund.com does not involve in any of such negotiation.

Currently, the commissions and fees charged by **Interactive Brokers LLC** are, on average, normally approximately between **\$1 USD** and **\$3 USD** (or its equivalent) per side and per contract traded (all inclusive, including exchange fees, clearing fees, brokerage fees and NFA fees if applicable, etc.). Client Accounts with balances under \$100,000 USD (or its equivalent) must meet a minimum of \$10 USD (or its equivalent) a month in trade commissions or **Interactive Brokers LLC** will charge the difference as a monthly minimum fee. Client Accounts with balances under \$2,000 USD (or its equivalent) must meet a minimum of \$20 USD (or its equivalent) a month in trade commissions or **Interactive Brokers LLC** will charge the difference as a monthly minimum fee. For more details on its most recent fee structure, Client shall contact **Interactive Brokers LLC** directly.

The Client Account will not be charged any “give-up” or “take-in” fee.

To avoid the conflicts of interest, neither QQFund.com nor its principal will receive or participate in any commissions or any fees charged by the Client FCM or any other third party, if applicable. Furthermore, QQFund.com does NOT do any commission markups.

## Introducing Broker

Unless otherwise agreed on by QQFund.com, Client will **NOT** be able to use any Introducing Broker to introduce the Client Account to QQFund.com and Client must work directly with QQFund.com and the Client FCM to open the Client Account.

## **Advisory Fee (2% annual management fee, 0% monthly performance fee & \$0 monthly accounting fee)**

For its advisory services, as the compensation, QQFund.com will receive the following three fees:

- (a) An annualized percentage asset based **management fee equal to two percent (2%)** of the Client Account's Net Liquidation Value (“NLV”). This will be normally applied on a daily basis (around **252 business days per year** applied)
- (b) A **zero percent (0%) monthly performance fee.**
- (c) A **zero dollar (\$0) monthly accounting fee.**

For the sole purpose of the management fee calculation, for any given day, **Net Liquidation Value (“NLV”)** is defined as the total starting assets of the Client Account (including all cash and cash equivalents, market value of all open positions, interest and accrued interest, etc.) less all liabilities of the Client Account at the beginning of such day. NLV is determined by the Client FCM and shall include ANY and ALL sub-accounts and ANY and ALL underlying-accounts of the Client Account regardless of the types or the natures of the sub-accounts or the underlying-accounts. The Client FCM is responsible for the daily NLV calculations.

**THE FIRST DAY** is defined as the first day when QQFund.com can access the Client Account to manage the Client Account for Client (even before any actual trade is performed by QQFund.com).

**THE LAST DAY** is defined as the day the Advisory Agreement is officially terminated according to the **Advisory Agreement Termination Process** section of the Advisory Agreement.

Unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, in any and all cases and for any reason or no reason whatsoever, the advisory fee as described in this section will be continually charged starting from **THE FIRST DAY** to **THE LAST DAY** regardless of the status of the Client Account, the balance of the Client Account or whether there is any investment/trading activity in the Client Account or not.

The management fee will normally be automatically/continually paid by the Client FCM to QQFund.com daily and directly from funds in the Client Account. QQFund.com is not involved in above daily operations.

The Client FCM is responsible for the daily management fee automatic/continual calculation/billing/invoice operations (see above) without any extra accounting related fee charges (associated with this specific service) to Client and/or QQFund.com.

The advisory fee structure and the daily calculation/billing/invoice operations as described in this section are subject to change at the sole discretion of QQFund.com. QQFund.com reserves the right to increase or decrease the advisory fees it charges Client, to change the method of calculating/billing/invoicing these fees, and to charge different fees for different client accounts it manages. All advisory fees specified in this section above are applicable to all 3 Investment Programs (Investment Program 1/2/3).



### 3 Investment Programs (Investment Program 1/2/3)

Name of 3 Investment Programs		Leverage	Minimum initial account size
IP1	Investment Program 1		\$100,000 USD
IP2	Investment Program 2	approximately <b>50%</b> of Investment Program 1	\$200,000 USD
IP3	Investment Program 3	approximately <b>25%</b> of Investment Program 1	\$400,000 USD
(a) The above minimum initial account sizes are subject to change at QQFund.com's sole discretion.			
(b) QQFund.com may, at its sole discretion, accept a Client Account which has less than QQFund.com's then-most-current minimum requirements initially. For more details, (prospective) Clients shall contact QQFund.com directly (through <a href="mailto:info@QQFund.com">info@QQFund.com</a> ).			

QQFund.com LLC offers **3 Investment Programs (Investment Program 1/2/3)**. They are all long-term investment programs. QQFund.com manages them with the objective of **long-term capital appreciation**.

- To construct the portfolio for **Investment Program 1**, QQFund.com, at its sole discretion without any restrictions or limitations whatsoever, may dynamically uses any variation, combination and/or integration of **risk parity asset allocation method**, **strategic asset allocation method** and/or **tactical asset allocation method** and any leverage/frequency to invest/trade (*i.e., to go long, short or cash*) regulated exchange traded futures contracts (*mainly related to U.S. stock index & U.S. Treasury*).
- To construct the portfolios for **Investment Program 2/3**, QQFund.com normally only uses approximately **50%** and **25%** respectively leverage of Investment Program 1 on average in a rolling 10 year period. Besides that, QQFund.com normally invests/trades them similar to Investment Program 1.
- To construct the portfolios for **all 3 Investment Programs (Investment Program 1/2/3)**, QQFund.com predominantly focuses on proactive risk management methods through the dynamic use of the above asset allocation methods. However, despite everything described above, QQFund.com, at its sole discretion without any restrictions or limitations whatsoever, may independently and dynamically adjust above 50% and 25% to any other values, may invest/trade all 3 Investment Programs (Investment Program 1/2/3) independently and/or may use any asset allocation method, any risk management method and any leverage/frequency to invest/trade (*i.e., to go long, short or cash*) any regulated exchange traded futures contracts worldwide.

# QQFund.com Investment Program 1

## Past Composite Performance Capsule

For **Investment Program 1**, QQFund.com has retained **Sudrania Fund Services** (Sudrania LLC, [www.sudrania.com](http://www.sudrania.com)) (an outside independent fin-tech fund administration firm in a greater Chicago area, Illinois State, USA) to calculate the performance data.

Name of Commodity Trading Advisor (CTA)	<b>QQFund.com LLC</b>
Date QQFund.com began managing Client Accounts	<b>September 8, 2008</b>
Date QQFund.com began managing Investment Program 1	<b>September 8, 2008</b>

**Below are as of August 31, 2018**

Total of the Client Fund under QQFund.com management	<b>\$5,490,896 USD</b>
Total of the Client Fund invested pursuant to Investment Program 1	<b>\$5,490,896 USD</b>
Number of the Client Accounts invested pursuant to Investment Program 1	<b>32</b>

**Below show the most recent 5 calendar years & YTD as of August 31, 2018 of Investment Program 1**

Number of profitable Client Accounts that have opened and closed	<b>11</b>
Ranging in return	<b>+0.8% to +55.62%</b>
Number of unprofitable Client Accounts that have opened and closed	<b>7</b>
Ranging in return	<b>-2.86% to -19.01%</b>
Largest monthly-drawdown (c)	Nov 2016 <b>-19.82%</b>
Worst peak-to-valley-drawdown (WPTVDD) (d)	Jun 2016 - Jan 2017 <b>-29.99%</b>

**Monthly % rate of return (ROR) of Investment Program 1 (a) (b)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
<b>2013</b>	<b>6.58</b>	<b>1.02</b>	<b>6.78</b>	<b>5.64</b>	<b>7.56</b>	<b>-5.36</b>	<b>14.49</b>	<b>-0.85</b>	<b>9.93</b>	<b>10.17</b>	<b>6.80</b>	<b>5.35</b>	<b>91.24</b>
<b>2014</b>	<b>-0.25</b>	<b>10.1</b>	<b>-15.02</b>	<b>-2.81</b>	<b>21.89</b>	<b>8.81</b>	<b>-1.17</b>	<b>29.35</b>	<b>-9.78</b>	<b>19.86</b>	<b>19.64</b>	<b>-6.01</b>	<b>87.01</b>
<b>2015</b>	<b>17.01</b>	<b>2.53</b>	<b>1.82</b>	<b>-0.95</b>	<b>6.14</b>	<b>-14.02</b>	<b>15.56</b>	<b>-15.11</b>	<b>4.18</b>	<b>23.52</b>	<b>-1.80</b>	<b>-7.31</b>	<b>26.87</b>
<b>2016</b>	<b>2.40</b>	<b>-0.36</b>	<b>-0.17</b>	<b>-0.17</b>	<b>7.53</b>	<b>5.20</b>	<b>-0.16</b>	<b>-0.19</b>	<b>-0.17</b>	<b>-5.23</b>	<b>-19.82</b>	<b>-7.24</b>	<b>-19.34</b>
<b>2017</b>	<b>-0.15</b>	<b>10.80</b>	<b>6.14</b>	<b>12.27</b>	<b>12.98</b>	<b>-9.35</b>	<b>11.33</b>	<b>9.37</b>	<b>-8.83</b>	<b>7.30</b>	<b>2.41</b>	<b>-2.95</b>	<b>59.85</b>
<b>2018</b>	<b>2.09</b>	<b>-10.40</b>	<b>-3.27</b>	<b>-11.90</b>	<b>27.87</b>	<b>0.45</b>	<b>0.76</b>	<b>22.02</b>					<b>23.10</b>

- (a) QQFund.com charges **2% annual management fee, 0% monthly performance fee** and **\$0 monthly accounting fee**. The above are all **NET** of all advisory fees, commissions and other fees.
- (b) The above are composite numbers for all Client Accounts of Investment Program 1. The above do not include any QQFund.com's NON-Client Accounts or Proprietary Accounts (*as defined by CFTC/NFA*).
- (c) The largest monthly-drawdown is the largest monthly loss experienced by all Client Accounts included in the capsule in any calendar month expressed as a percentage of total equity (**NET** of all advisory fees, commissions and other fees) and includes the month and year of such drawdown.
- (d) The worst peak-to-valley-drawdown (WPTVDD) is the greatest cumulative percentage decline in month-end net equity (**NET** of all advisory fees, commissions and other fees) of all Client Accounts reflected in the capsule during a period in which the initial month-end net equity of the accounts is not equaled to or exceeded by a subsequent month end net equity of the accounts and includes the time period in which it occurred.
- (e) Per CFTC Part 4 regulations, above only show the most recent 5 calendar years and year-to-date (YTD) as of **August 31, 2018**. For the monthly % rate of return (ROR) since inception on **September 8, 2008 to August 31, 2018**, please see page 30.

**PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. FUTURES INVESTMENT/TRADING IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. AN INVESTMENT WITH QQFUND.COM IS SPECULATIVE, INVOLVES A SUBSTANTIAL RISK OF LOSS, AND IS NOT SUITABLE FOR ALL INVESTORS. ANY PERSON SUBSCRIBING FOR AN INVESTMENT MUST BE ABLE TO BEAR THE RISKS SET FORTH IN QQFUND.COM'S DISCLOSURE DOCUMENT FURNISHED BY QQFUND.COM. NO REPRESENTATION IS MADE THAT QQFUND.COM OR ANY ACCOUNT WILL, OR IS LIKELY TO ACHIEVE PROFITS SIMILAR TO THOSE SHOWN ABOVE. THERE CAN BE NO ASSURANCE THAT ANY ACCOUNT WILL MAKE ANY PROFITS AT ALL, OR WILL BE ABLE TO AVOID INCURRING SUBSTANTIAL LOSSES.**

## **QQFund.com Investment Program 2 Past Composite Performance Capsule**

Investment Program 2 has never been traded before. Hence, the past composite performance capsule of Investment Program 2 is not available currently.

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## **QQFund.com Investment Program 3 Past Composite Performance Capsule**

Investment Program 3 has never been traded before. Hence, the past composite performance capsule of Investment Program 3 is not available currently.

The following space is intentionally left blank.

## Conflicts of Interest

1. Since QQFund.com cannot establish a fractional number of contracts for the Client Accounts, as a rule of thumb, Client Accounts with smaller or larger account balances will be more or less of a challenge for QQFund.com to invest/trade respectively in terms of deciding how many contracts to establish for the Client Accounts. This has to do with “Investment/Trading Level Incremental Increase” related issues. Such a challenge will impact the diversification, volatility, leverage and performance, etc. Furthermore, for two Client Accounts with exactly the same account balance may NOT necessarily have the same number of positions and/or markets at the same time. As a result, most Client Accounts will most likely NOT have the same diversification, volatility, leverage and performance, etc. Furthermore, for two Client Accounts which have same number of position, if they have different account balances, they will pay different dollar amounts of asset based management fees to QQFund.com.
2. In some situations, some NON-Client Accounts and Proprietary Accounts may be used to perform internal real life stress testing for new/enhanced strategies before being applied to the Client Accounts. Hence, the investment/trading results of the Client Accounts, NON-Client Accounts and Proprietary Accounts will most likely be different.
3. No assurance is given that the performances of all Client Accounts separately managed by QQFund.com will be identical due to, among other things, the differences in FCM used, markets invested/traded, order entry and trade allocations, account balances, the time at which the Client Accounts were opened or closed, when the fund was deposited into or withdrawn from the Client Accounts, the leverage and round-turns-per-year-per-\$million (RT/YR/\$M) applied to the Client Accounts. All of the above (but not limited to the above) can lead to performance differences between any individual Client Accounts. Hence, for the Client Account, Client shall not expect a similar performance as that of any other account managed by QQFund.com, its principal or the past composite performance capsule of the Investment Program(s) presented in the Disclosure Document.
4. The balance of the Client Account, the time when the funds are deposited into the Client Account and the time when the funds are withdrawn from the Client Account, etc. will impact the diversification, leverage and performance of the Client Account. As a result of such effects, any two accounts may not necessary have the same diversifications, leverages and performances, even if their sizes are similar.
5. QQFund.com, its principal and/or its employees may use different strategies to invest/trade their NON-Client Accounts and Proprietary Accounts. Because of their confidential nature, records of the investment/trading activity in their NON-Client Accounts and Proprietary Accounts will not be made available to (prospective, former, current) Clients for inspection. Such investment/trading activity may differ from that of the Client Accounts. Such investment/trading may be more or less aggressive than that engaged in for the Client Accounts. The positions taken for their NON-Client Accounts and Proprietary Accounts may not be held for the same period of time as that taken for the Client Accounts. They may from time to time take positions in their NON-Client Accounts and Proprietary Accounts which are opposite or ahead of the positions taken for the Client Accounts. The potential conflict of interest does exist since they may give preferential treatment to their NON-Client Accounts and Proprietary Accounts and they may invest/trade their NON-Client Accounts and Proprietary Accounts ahead of the Client Accounts. No assurance may be given that the investment/trading results in the Client Accounts will be the same as the performance in their NON-Client Accounts and Proprietary Accounts.
6. The Client FCM may have numerous Clients and will be executing trades for a variety of different Clients in the same markets at the same time. Executing orders for different, and possibly competing, Clients at the same time involves inherent conflicts of interest. It is possible that the Client FCM could affect transactions for Clients in which the other party of the transactions are

QQFund.com, its principal, its employees or other Clients.

7. Bunching of orders involves a CTA placing trades for two or more Client Accounts at the same time in the same order. After bunched orders are executed, the CTA must assign the trades to the Client Accounts, a process known as allocation. QQFund.com may, at its sole discretion without any restrictions or limitations whatsoever, place bunch orders for all or many Client Accounts (and may also include its NON-Client Accounts and Proprietary Accounts) in which the same regulated exchange traded futures contracts are being invested/traded through the Client FCM. Because of price volatility, it is impossible for QQFund.com to obtain identical trade execution for all accounts traded. This may cause differences in performance among the accounts traded over time. In an effort to treat all accounts traded fairly, when bunch orders for the accounts that are filled at different prices, “an objective systematic NON-preferential price allocation process” will be implemented.
8. Because QQFund.com has the right to advise other Clients, a conflict of interest may arise due to QQFund.com allocating its time and orders among different Client Accounts. Investment/trading decisions for the Client Accounts it manages may be made at or about the same time. These various accounts may be deemed to be competing for the same positions in the market.
9. QQFund.com may apply different calculation/billing/invoice methods and fee structures (including, but are not limited to, waiver, reduction, increase or refund, etc.) for any Clients or any Client Accounts for any reason or no reason whatsoever without notification to or inspection by any other Clients. As a result, any Client or Client Account may pay more or less than other Clients or Client Accounts.
10. Finder/introducing fees may be paid by QQFund.com to certain persons. As a result, they may have an incentive to refer/introduce the Client Accounts to QQFund.com based on the payments they may receive from QQFund.com. Such finder/introducing fees, if any, are paid by QQFund.com out of the advisory fees received by QQFund.com from such Client Accounts. This does NOT increase the advisory fees paid by such Client Accounts.
11. A potential conflict of interest does exist since QQFund.com may give preferential treatment to either the Client Accounts of one Investment Program or the Client Accounts of other Investment Program. For example (but not limited to), QQFund.com may invest/trade the Client Accounts of Investment Program 1 ahead of the Client Accounts of Investment Program 2 or vice versa. No assurance may be given that the composite performances (before/after the Advisory Fees are deducted) of Investment Program 1 and Investment Program 2 will be the same. No assurance may be given that the performances (before/after the Advisory Fees are deducted) of any Client Accounts will be the same no matter they belong to the same or different investment program. All of the principles described above are applicable to all Client Accounts of all 3 Investment Programs (Investment Program 1/2/3).
12. For all 3 Investment Programs (Investment Program 1/2/3), the specific components of the proprietary asset allocation methods and risk management methods, etc. used by QQFund.com are proprietary and are the intellectual property (IP) of QQFund.com and therefore are not disclosed and because of their confidential nature, they will not be made available to (prospective, former, current) Clients for inspection, testing or demonstration, etc.

## Principal Risk Factors

The following list of risk factors does NOT purport to be a complete explanation of the risks involved in the investments with QQFund.com. Each Client shall carefully read the risk disclosure statements of the Client FCM and the Disclosure Document in its ENTIRETY with particular care and give due consideration to the risk disclosure statements on the second page of the Disclosure Document and the risks of participating in any of 3 Investment Programs (Investment Program 1/2/3) which include, but are not limited to, the fact that:

1. **QQFund.com cautions (prospective, former, current) Clients to take the warning required by both CFTC/NFA seriously.** PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. FUTURES INVESTMENT/TRADING IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. AN INVESTMENT WITH QQFUND.COM IS SPECULATIVE, INVOLVES A SUBSTANTIAL RISK OF LOSS, AND IS NOT SUITABLE FOR ALL INVESTORS. ANY PERSON SUBSCRIBING FOR AN INVESTMENT MUST BE ABLE TO BEAR THE RISKS SET FORTH IN QQFUND.COM'S DISCLOSURE DOCUMENT FURNISHED BY QQFUND.COM.
2. **Vision & Mission.** QQFund.com's vision is to become one of the most valuable hedge fund managers worldwide by focusing on long-term innovations in methodology/process. QQFund.com's mission is to produce long-term better risk adjusted net return than the S&P 500 stock index by catching long-term BETA and generating long-term ALPHA (*with low correlation and ULTRA large capacity/liquidity/scalability*) through methodology/process. However, there is no guarantee whatsoever that QQFund.com will be able to successfully achieve its vision and/or mission.
3. **Short track record.** QQFund.com and its principal believe that it will take an extended period of time (**60 years** for example) to build a good track record. They believe that their past **10 years and 0 month** (since inception on **September 8, 2008** to **August 31, 2018**) track record is extremely short compared to **60 years**. They believe that they do **NOT** have a long enough track record to prove themselves yet. Hence, they believe that it is highly risky for Clients to let them to manage the Client Accounts for Clients.
4. **Insufficient ability/confidence.** QQFund.com and its principal believe that because they are managing other people's money (OPM) implies that they are lacking in ability/confidence about their investment/trading related methodology and process. Otherwise, they may only manage their own non-client accounts and proprietary accounts. Hence, they believe that it is highly risky for Clients to let them to manage the Client Accounts for Clients.
5. **Client Account Start-Up and NEW Funds.** To the best of QQFund.com's knowledge, after all newly-managed Client Account paperwork is in order and the Client FCM allows QQFund.com to invest/trade the newly-managed Client Account for Client, QQFund.com may apply any methods to adjust positions deemed necessary at its sole discretion without any restrictions or limitations whatsoever and without prior consultation with Client and without prior notice to, or approval from, Client. No assurance is given that QQFund.com will be successful in moving a newly-managed Client Account toward full portfolio commitment without substantial losses which might have been avoided, or foregoing substantial profits which might have been achieved, by other methods of initiating investment/trading in the markets. QQFund.com believes that there is **NO** perfect method to adjust positions during the newly-managed Client Account start-up period. Each newly-managed Client Account will always incur certain volatilities and risks related to the initial investment/trading of assets. During the startup period, the leverage, the volatility, the risk and the performance of the newly-managed Client Account may vary significantly from that of the older established Client Accounts in the same investment program. The above principles also apply to the cases when Client deposits the new funds into any of the newly-managed Client Accounts and/or the older established Client Accounts.

6. **Some of 3 Investment Programs (Investment Program 1/2/3) may have low minimum initial account size.** They may face more challenge in receiving significant benefits from the concepts of asset allocations in the portfolio construction.
7. **Smaller Client Account balance.** The Client Account balance will have some impacts on diversification, volatility, leverage and performance, etc. In some situations, a smaller account may have some disadvantages compared to a larger account in terms of diversification, volatility, leverage and performance.
8. **QQFund.com cannot establish a fractional number of contracts.** Assume that QQFund.com has decided to establish one ES (*E-mini SP-500 futures*) contracts position per \$Y USD equity for the Client Accounts. If Client Account-A were to have a \$X USD account balance, QQFund.com may, at its sole discretion, establish (\$X/\$Y) ES contracts position for such Client Account. However, since QQFund.com cannot establish a fractional number of contracts, QQFund.com will have to establish either 0 or a whole number of contract(s). QQFund.com may, at its sole discretion without any restrictions or limitations whatsoever, use any method to round up or down such (\$X/\$Y) when establish positions for Client Account-A. One contract increased (due to rounding up) or decreased (due to rounding down) for a small Client Account may significantly impact the leverage/risk/performance of such account. Furthermore, the performance bond requirements (which are set by the Client FCM) for IRA and NON-IRA accounts may be different significantly. Hence, the leverages/risks/performances of such two types of Client Accounts may be different significantly in some cases.
9. **Cyclical return patterns.** The return patterns of all 3 Investment Programs (Investment Program 1/2/3) tend to be cyclical rather than regular, consistent, smooth and steady. QQFund.com believes that regular, consistent, smooth and steady returns are something which it has NEVER purported to do. QQFund.com believes that, relatively speaking, all 3 Investment Programs (Investment Program 1/2/3) will NOT focus on achieving, will NOT know how to achieve and will NOT be able to achieve regular, consistent, smooth and steady returns. In the case that (prospective) Clients are looking for regular, consistent, smooth and steady returns, (prospective) Clients SHALL NOT invest with QQFund.com and SHALL terminate the Advisory Agreement with QQFund.com IMMEDIATELY, since QQFund.com will NOT be able to achieve that.
10. **The future will always bring bigger and longer drawdowns.** QQFund.com has been managing Client Accounts for its Clients since **September 8, 2008**. In the past, the composite of its Client Accounts has had to suffer through several challenging periods that have resulted in very large monthly losses (monthly-drawdown), very large cumulative losses (peak-to-valley-drawdown based on end of month) and very long max drawdown durations (longest period between new highs) as shown in the past composite performance capsules of the Investment Programs. While QQFund.com hopes the future will be kinder than the past, Clients shall be prepared to endure similar or even much worse situations in the future. Clients may suffer a potentially serious loss in the future. The serious losses experienced by the composite of the Client Accounts may not be comparable to the size of losses expected to be experienced by an individual Client Account. An individual Client Account may experience much more losses than the losses of the composite of the Client Accounts. Furthermore, the worst peak-to-valley-drawdown based on end of day or intraday (*not shown in the past composite performance capsules of the Investment Programs*) may be significantly worse than the worst peak-to-valley-drawdown based on end of month (*as shown in the past composite performance capsules of the Investment Programs*).
11. **All 3 Investment Programs (Investment Program 1/2/3) are entirely speculative, involve substantial risk and are not suitable for all investors.** They are designed for Clients who have sufficient knowledge and experience in investment/trading, financial and business matters to render them capable of evaluating the merits and risks of their investments and who are able to afford to lose all of the money or more that they invest in any Investment Program.



12. **Clients are personally liable for losses in their accounts.** Client is directly and personally liable for the losses in the Client Account. Client's potential loss is by no means limited to the amount of assets which Client deposits in the Client Account.
13. **All 3 Investment Programs (Investment Program 1/2/3) rely on the expertise of a key individual.** If the principal of QQFund.com was to become unavailable, all 3 Investment Programs (Investment Program 1/2/3) and their associated Client Accounts may be adversely affected.
14. **No guarantee whatsoever.** All 3 Investment Programs (Investment Program 1/2/3) can neither be considered on a stand-alone basis nor provide beneficial diversifications to a portfolio unless they are invested/traded in successfully by QQFund.com. There can be no assurance whatsoever that QQFund.com will be able to generate profits for its Clients.
15. **There appears to be a tendency for the rates of return achieving by the advisors to decrease as assets under management (AUM) increase.** It is very challenging to maximize returns and also maximize assets under management (AUM). QQFund.com and its principal have not agreed to limit the amount of funds it will manage. There can be no assurance that QQFund.com and its principal's investment/trading of increased funds will not have an adverse effect on performance.
16. **Regulated exchange traded futures contracts invested/traded.** For any and all 3 Investment Programs (Investment Program 1/2/3), QQFund.com may invest/trade in any regulated exchange traded futures contracts worldwide that are invested/traded in now, or may be invested/traded in the future, or on exchanges located in the United States and abroad. In particular, the number of different regulated exchange traded futures contracts available for investment/trading has increased substantially during recent years (a process which is expected to continue), and the regulated exchange traded futures contracts in which the Client Account invests/trades may change significantly in the future, perhaps with adverse consequences.
17. **Failures of the proprietary strategy (asset allocation methods and risk management methods, etc.).** Even if QQFund.com attempts to use the proprietary strategy to invest/trade for the Client Accounts, there is no guarantee whatsoever that they will be implemented successfully by QQFund.com.
18. **Use of other proprietary strategy (asset allocation methods and risk management methods, etc.).** Despite all of the descriptions elsewhere in the Disclosure Document, in certain circumstances, QQFund.com may, at its sole discretion without any restrictions or limitations whatsoever, use other proprietary strategy (*which is different than that described in the Disclosure Document*) as well. There is no guarantee whatsoever that QQFund.com can successfully complete any proprietary strategy used by QQFund.com. There is no guarantee whatsoever that they will be successful, will perform better or will not incur losses.
19. **Ongoing research.** The proprietary strategy (asset allocation methods and risk management methods, etc.) used by QQFund.com have been, and will continue to be, under continuous review for the purposes of improving their performances. QQFund.com may refine or change the implementation of them as a result of ongoing research without prior notice to or approval by Clients. There can be no assurance that they will yield the same results that they have in the past.
20. **Market, strategy and timeframe concentration.** For all 3 Investment Programs (Investment Program 1/2/3), QQFund.com may be bias to investing/trading in only one of or in a very limited number of the regulated exchange traded futures contracts and/or be bias to using one of or a very limited number of proprietary strategies (asset allocation methods and risk management methods, etc.) and/or be bias to using one of or a very limited number of timeframes at any time at its sole discretion without any restrictions or limitations whatsoever. Client may experience more volatility than it might experience if a more diversified portfolio, diversified strategies or diversified timeframes were used.
21. **Any communication amongst Client, QQFund.com and the Client FCM may fail.** For example, QQFund.com may use email, tools or methods supported by the Client FCM and other third parties to communicate with Client and the Client FCM. Any of such communication may fail for any reason or no reason whatsoever and may cause damages or losses to the Client Account. It

is agreed that, in any and all cases and for any reason or no reason whatsoever, it is still solely at Client's own risk to use the services provided by QQFund.com without recourse to QQFund.com, its principal and/or its employees.

22. **Margin to Equity Ratio (MER).** MER is also called as Performance Bond to Equity Ratio™ (PBER™) by QQFund.com. The performance bond is the fund required to maintain a long or short position. The performance bond must be maintained on deposit in the Client Account at all times. PBER is the actual percentage of the Client's funds applied to all performance bonds for all long and short positions in the Client Account. QQFund.com normally does not intend to consistently use too big of PBER for all 3 Investment Programs (Investment Program 1/2/3) and their associated Client Accounts. However, at any given time, any and all PBER could be virtually unlimited both in theory and in practice.
23. **A large portion of the Client Account's equity may be committed to margin (or performance bond).** This may result in higher frequency of involuntary liquidations at an inopportune time and higher risks due to insufficient margin (or performance bond). If the Client Account's equity drops under, or to, the required margin (or performance bond) level, some or all of the Client Account's positions may be immediately, automatically and involuntarily liquidated at a loss by the Client FCM in order to meet the margin (or performance bond) requirement without the issuing a margin (or performance bond) call or notifying Client or QQFund.com in advance. This type of real-time margin (or performance bond) calculation and real-time auto-liquidation may be supported and enforced by the Client FCM. Client shall expect and be able and ready to handle ANY and ALL of such situations when those happen at any time.
24. **Regulated exchange traded futures contracts investment/trading is highly leveraged.** The low performance bond deposits normally required in regulated exchange traded futures contracts investment/trading (typically 2% to 15% of the value of the regulated exchange traded futures contracts purchase or sold) permit an extremely high degree of leverage. A relatively small price movement in a regulated exchange traded futures contract may result in immediate and substantial losses for Client. Furthermore, any investment/trading using leverage may result in losses in excess of the capital contributed to a Client Account.
25. **Round-turns-per-year-per-\$million (RT/YR/\$M).** RT/YR/\$M is used to measure the trading frequency with which QQFund.com initiates and subsequently closes out a market position on a hypothetical average million-dollar account. QQFund.com normally does not intent to consistently trade too often for all 3 Investment Programs (Investment Program 1/2/3) and their associated Client Accounts. However, at any given time, RT/YR/\$M could be virtually unlimited both in theory and in practice.
26. **Intraday-position.** All 3 Investment Programs (Investment Program 1/2/3) may involve holding position intraday in some situations. Intraday-trading involves initiating and exiting a position on the same trading day. When intraday-trading, several positions may be initiated and exited on the same trading day. Because Clients will be charged brokerage commissions each time a trade is placed, Clients will incur substantial brokerage commissions.
27. **Overnight-position.** All 3 Investment Programs (Investment Program 1/2/3) may involve holding positions overnight. Positions held overnight may be more vulnerable to a risk of loss if a market-moving event occurs when the markets are closed. If this occurs, it may be impossible to liquidate positions, which may subject Clients to substantial losses.
28. **Regulated exchange traded futures contracts prices and investment/trading are highly volatile.** This could result in substantial losses to an account. Clients must invest/trade only risk capital that they can afford to lose. Commodity interest prices are highly volatile. Price movements for commodity interests are influenced by, among other things: changing supply and demand relationships; weather; agricultural; trade, fiscal, monetary, and exchange control programs and policies of governments; US and foreign political and economic events and policies; changes in national and international interests rates and rates of inflation; currency devaluations and revaluations; and emotions of the marketplace. None of these factors can be controlled by

QQFund.com and no assurance can be given that QQFund.com's advice will result in profitable trades for Client or that Client will not incur substantial losses.

29. **Regulated exchange traded futures contracts may be illiquid.** This makes it impossible or difficult to liquidate a losing position. This could result in substantial losses for an account.
30. **Currency risks.** The calculations of the profits, losses or fees in transactions in any regulated exchange traded futures contracts worldwide will be affected by fluctuations in currency exchange rates where there is a need to convert between currencies.
31. **Position limits.** There are position limits established by regulatory authorities that limit the position size in various regulated exchange traded futures contracts that QQFund.com, its principal and/or its employees can control on any given day. They may, on any given day, trade for their NON-Client Accounts and Proprietary Accounts, up to such position limits and therefore would be unable to trade those regulated exchange traded futures contracts (or would be required to take smaller positions) for the Client Accounts in those instances.
32. **Circuit breakers and trades cancelled.** Many exchanges regulate the price fluctuations of regulated exchange traded futures contracts by establishing "daily limits." Once the price of a regulated exchange traded futures contract has reached the limit price (or "circuit breakers"), entering or exiting positions may be impossible. Exchanges may also suspend or otherwise limit trading. The inability to promptly exit unfavorable positions may subject Client to substantial losses. In certain circumstances, exchanges or regulation bodies may cancel the trades which may have already been executed for the Client Account. Such cancelled trades may directly or indirectly cause the Client to have significant losses.
33. **Electronic trading.** QQFund.com may place trades on the various electronic trading platforms offered by the Client FCM, exchanges or other third parties, etc. In the event that there is a failure or disruption of these platforms for any reason or no reason whatsoever, it is possible that, for a certain time period, QQFund.com may not be able to enter new orders, execute existing orders, modify or cancel orders that were previously entered. In addition, a system failure for any reason or no reason whatsoever may also result in loss of orders or order priority.
34. **Additional risks associated with electronic trading.** The in-house and/or third-part data, software, hardware and internet connections directly/indirectly utilized by QQFund.com could be unavailable, destroyed, terminated, suspended, revoked or otherwise adversely affected by computer viruses or software bugs or hardware malfunctions or similar problems or by acts of other persons, such as "computer hackers." The regulated exchange traded futures contracts and the exchanges are subject to those same types of occurrences. Any of those types of occurrences could have a material adverse effect upon the markets and all 3 Investment Programs (Investment Program 1/2/3).
35. **Stop order limitations.** QQFund.com does not normally and consistently use stop orders. However, QQFund.com does have the right to use stop orders. In some situations, QQFund.com may, at its sole discretion, use stop orders to invest/trade the Client Account for Client in an effort to limit trading losses if prices move against a position. However, even if the stop orders are used, there can be no guarantee whatsoever, that it will be possible under all market conditions to execute the stop loss order at the price as specified. In an active, volatile market, the market price may be declining (or rising) so rapidly that there is no opportunity to liquidate a position at the stop price. Under these circumstances, the only obligation of the Client FCM is to execute the order at the best price that is available.
36. **Stop order and flash crash.** The May 6, 2010 Flash Crash also known as The Crash of 2:45, the 2010 Flash Crash or just simply, the Flash Crash, was a United States equity market crash that occurred on Thursday May 6, 2010 in which the Dow Jones Industrial Average plunged about 1000 points (or about 9 percent) only to recover those losses within minutes. There can be no assurance that world events will not cause severe flash crash again in the future. If a flash crash is to occur again and if stop orders were used and if such stop orders were filled at the worst prices, the performance of the Client Account could be adversely affected.

37. **Trading disruptions.** Following the terrorist attacks of September 11, 2001, the United States financial markets were closed for several days. In addition, once they were reopened, these markets experienced extreme volatility and a lack of liquidity. There can be no assurance that world events will not cause severe market disruptions in the future. If such market disruptions were to occur again, Clients' performance could be adversely affected due to the fact that Clients' assets will be invested/traded in these markets. If similar world events were to occur, QQFund.com's ability to liquidate a position in order to limit losses could be hindered.
38. **Investment/trading errors.** Investment/trading errors will happen from time to time and though QQFund.com will attempt to correct such errors as soon as they are discovered, it will not be responsible for the investment/trading errors committed by the Client FCM, QQFund.com, its principal and/or its employees, etc. All errors, except those resulting from willful misconduct or fraud, will be considered a cost of doing business and Client is responsible for bearing ANY and ALL expenses, losses and fees incurred as a result of such errors and such errors are solely at Client's own risk and without recourse to QQFund.com, its principal and/or its employees.
39. **U.S. and NON-U.S. tax code changes may be continual which might adversely affect the Client's tax liabilities.** Transactions affecting the Client Accounts managed by QQFund.com may be subject to tax and accounting considerations. QQFund.com, its principal and/or its employees are not Certified Public Accountants (CPA) or tax advisors and do not render professional tax counsel. Client is urged to consult with the Client's financial and tax advisors for the purposes of carefully assessing such matters with respect to the Client's particular financial and tax planning objectives and accounting standards.
40. **U.S. and NON-U.S. regulation changes may be continual.** The regulations of the U.S. and NON-U.S. regulated exchange traded futures contracts markets have undergone substantial changes in recent years, and such changes are expected to continue for the foreseeable future. The effect of regulatory changes on the Client Accounts, while impossible to predict, could be substantial and adverse.
41. **NON-U.S. exchanges.** Investment/trading on exchanges outside the U.S. is not regulated by any U.S. governmental agency and may involve certain risks not applicable to investment/trading on U.S. exchanges. Investment/trading on NON-U.S. exchanges involves additional risks of expropriation, burdensome or confiscatory taxation, moratoriums, investment/trading controls, political or diplomatic events which might adversely affect QQFund.com's investment/trading activities. Some NON-U.S. exchanges, in contrast to U.S. exchanges, are "principal markets" in which performance with respect to a regulated exchange traded futures contract is the sole responsibility of the individual member with whom the trader has entered into the regulated exchange traded futures contract with and not of the exchange or its clearing house, if any. In the case of investment/trading performed by QQFund.com on NON-U.S. exchanges, QQFund.com's Clients may be subject to the risk of the inability of or the refusal by its counterparts to perform with respect to their regulated exchange traded futures contracts with QQFund.com. Also, QQFund.com may not have the same access to certain trades as do various other participants in NON-U.S. markets.
42. **The Client Account protection against failure of a FCM is limited.** Under CFTC regulations, FCMs are required to maintain the Client's assets in a segregated account. If the Client FCM (i.e., the Client's futures broker) fails to do so, Client may be subject to the risk of loss of funds in the event of the Client FCM's bankruptcy. Even if such funds are properly segregated, Client may still be subject to the risk of a loss of funds on deposit with the Client FCM should another Client of the Client FCM or the Client FCM itself fail to satisfy deficiencies in such other Client Accounts. Bankruptcy law applicable to all United States FCMs requires that, in the event of the bankruptcy of such a FCM, all property held by the FCM, including certain property specifically traceable to Client, will be returned, transferred or distributed to the FCM's Clients only to the extent of each Client's pro-rata share of all property available for distribution to Clients. If any FCM retained by

Client were to become bankrupt, it is possible that Client would be able to recover none or only a portion of its assets held by such FCMs.

43. **Unless otherwise agreed on by QQFund.com, to invest with QQFund.com, Client must open a new client account with Interactive Brokers LLC.** In this case, Client is still subject to risk of loss of Client's funds in the event of **Interactive Brokers LLC's** failure or bankruptcy. It is still solely at Client's own risk and is without recourse to QQFund.com, its principal and/or its employees.
44. **Counter party exposure.** Client is subject to risk of loss of Client's funds in the event of the Client FCM's failure or bankruptcy. It is solely at Client's own risk and is without recourse to QQFund.com, its principal and/or its employees.
45. **Trading platform.** Client is subject to risk of loss of Client's funds in the event of the failure of the trading platforms used by QQFund.com to invest/trade the Client Account for Client. It is solely at Client's own risk and is without recourse to QQFund.com, its principal and/or its employees.
46. **Inconsistencies.** There may be at least two sets of data which show the cash and position balances of the Client Account.
  - (a) The true real-time actual cash and position balances of the Client Account maintained internally by the Client FCM. QQFund.com does NOT utilize data set (a) to trade the Client Account.
  - (b) The cash and position balances of the Client Account shown by the trading platform or API used by QQFund.com. QQFund.com utilizes data set (b) to trade the Client Account.

Inconsistencies between (a) and (b) may occur. For example, if the Client FCM does not correctly and promptly update the trading platform or API used by QQFund.com the cash and position balances of the Client Account in real time, inconsistencies between (a) and (b) may happen. Any inconsistencies between (a) and (b) may cause damages or losses to the Client Account. It is agreed that, in any and all cases and for any reason or no reason whatsoever, it is still solely at Client's own risk to use the services provided by QQFund.com without recourse to QQFund.com, its principal and/or its employees.
47. **Policies changed by exchanges and the Client FCM.** They may change any policies at any time without notifying Client or QQFund.com in advance. All 3 Investment Programs (Investment Program 1/2/3) and the associated Client Accounts may be adversely affected by such changes at any time without any limitation.
48. **Special requirements for IRA accounts.** For IRA accounts, some FCMs may implement a margin (or performance bond) increase (compared to NON-IRA accounts) which will serve to limit the leverage afforded to futures and futures options held in IRA accounts. Due to this type of policy, the performance of IRA and NON-IRA accounts may be significantly different depending on the situation.
49. **Delivery risk.** QQFund.com sometimes trades futures contracts passed first notice date. While QQFund.com never intends to take delivery of a physical contract, there is a risk that a client may be assigned physical contracts for delivery. In the event of this occurring, QQFund.com will make its best efforts to re-tender the contract(s) when it is still possible, but this may result in substantial fees or increased margin requirements being charged against the client's account by its clearing FCM. Each FCM has a policy governing assignment and re-tendering of physical commodities and client should review the policy for its FCM.
50. **Taking short positions.** QQFund.com may, at its sole discretion without any restrictions or limitations whatsoever, take short positions for the Client Account. When that happens, the Client Account's losses can be infinite. A short sale loses when the market price rises and a market is not limited in how high it can go.

## Litigation

**Interactive Brokers LLC** may be involved with some litigation from time to time. Below are some examples (but not limited to). For more examples and details, Client shall contact **Interactive Brokers LLC** and CFTC/NFA directly.

### Disclosure of Actions Involving Interactive Brokers LLC

Pursuant to requirements of the National Futures Association (“NFA”), this memorandum is intended to disclose material administrative, civil or criminal actions involving Interactive Brokers LLC or any of its principals (“Interactive” or “IB”) within the past five years. For purposes of this memorandum, an action will be considered material if:

- The action would be required to be disclosed in the notes to Interactive's financial statements prepared pursuant to generally accepted accounting principles;
- The action was brought by the Commodity Futures Trading Commission (“CFTC”) (a concluded action that did not result in civil monetary penalties exceeding \$50,000 need not be disclosed unless it involved allegations of fraud or other willful misconduct); or
- The action was brought by any other federal or state regulatory agency, a non-United States regulatory agency or a self-regulatory organization and involved allegations of fraud or other willful misconduct.

#### Disclosures

On December 18, 2015, a former individual customer filed a purported class action complaint against IB LLC, IBG, Inc., and Thomas Frank, the Company’s Executive Vice President and Chief Information Officer, in the U.S. District Court for the District of Connecticut. The complaint alleges that the former customer and members of the purported class of IB LLC’s customers were harmed by alleged “flaws” in the computerized system used by the Company to close out (i.e., liquidate) positions in customer brokerage accounts that have margin deficiencies. The complaint seeks, among other things, undefined compensatory damages and declaratory and injunctive relief.

On February 19, 2016, the Company filed a motion to dismiss the class action complaint. On September 28, 2016, the Court issued an order granting the Company’s motion to dismiss and dismissing the complaint in its entirety, and without providing plaintiff leave to amend. On October 5, 2016, the Court entered judgment in the Company’s favor. On October 12, 2016, plaintiff filed motions for leave to file an amended complaint and to vacate or amend judgment. On November 14, 2016, plaintiff also filed a motion to disqualify the district judge. The Company opposed all three motions. In memoranda of decision dated August 29, 2017 and September 5, 2017, the Court denied the motions. On September 28, 2017, plaintiff appealed the order of dismissal and subsequent judgment to the United States Court of Appeals for the Second Circuit. Briefing on the appeal was completed on April 24, 2018, and oral argument has been scheduled for September 7, 2018. IB LLC and the related defendants intend to continue to defend themselves vigorously against the case and, consistent with past practice in connection with this type of action, any potential claims for counsel fees and expenses incurred in defending the case shall be fully pursued against the plaintiff.

On December 3, 2015, Chart Trading Development, LLC (“CTD”) filed two complaints, in the United States District Court for the Eastern District of Texas Tyler Division, against Interactive Brokers LLC for direct and indirect infringement of four U.S. patents owned by CTD. The plaintiff is seeking, among other things, damages and injunctive relief. It is not possible at this time accurately to estimate the possible loss, if any. The firm believes it has meritorious defenses to the allegations made in the

complaints and intends to defend itself vigorously. The Defendants and/or certain co-defendants filed petitions with the U.S. Patent and Trademark Office (“USPTO”) for Covered Business Method (“CBM”) Review on all four of the asserted patents. On February 22, 2016, the Defendants filed a motion requesting to stay the litigation in light of the CBM Review petitions. On March 29, 2016, the District Court granted the Defendants’ motion to stay the case pending the CBM Reviews. The USPTO Patent Trial and Appeal Board (“PTAB”) found all four of the accused patents to be not patentable. CTD is appealing two of the four decisions.

On July 5, 2013, Interactive agreed with the National Futures Association to pay a fine of \$300,000 in connection with two pending matters filed on November 2, 2012 and April 29, 2013 and a settlement offer submitted by Interactive. The 2012 Complaint alleged violations of NFA Bylaw 1101, NFA Compliance Rule 2-4 and NFA Compliance Rule 2-9 in that a number of Commodity Pool Operators trading through Interactive were not properly registered with NFA or had not filed the appropriate exemption from registration. In August 2012, NFA commenced an investigation of an introducing broker that maintained an account at Interactive and found that the account at Interactive was structured and operated in such a way as to make it a de facto FCM. In addition, the 2012 Complaint alleged that Interactive violated NFA Compliance Rule 2-9(a) by failing to diligently supervise its operations. Interactive agreed to adopt and implement enhanced written procedures to ensure compliance with NFA Bylaw 1101 and to undertake a review of its open futures and retail forex accounts. The 2013 Complaint alleged that Interactive violated NFA Financial Requirements Section 4 by inadvertently failing to report the balance in a single, newly-opened bank account containing customer funds to a third party vendor, which then provides such information to NFA. Although the account was properly titled and had the correct acknowledgment letter indicating the that account contained customer funds, the account was not reported in the form and manner prescribed by NFA for several days.

On April 9, 2013, the CFTC issued an Order requiring Interactive to pay a \$225,000 fine for failing to calculate, on a currency-by currency basis rather than simply in the U.S. dollar equivalent, the amount of customer funds on deposit and the amount of funds required to be on deposit in customer segregated accounts for at least the period January 2008 through April 4, 2011. Additionally, between September 21, 2011 and May 8, 2012, Interactive covered a portion of its USD commodity futures and options customer obligations with Japanese yen and Swiss francs in violation of CFTC Rule 1.49. Interactive itself discovered and self-reported this violation to the CFTC on May 10, 2012. In the Settlement Order, the CFTC noted that "Interactive Brokers independently implemented corrective measures after discovering the violations; and IB cooperated with the Division in investigating the circumstances." The CFTC also noted there was never any deficiency in segregated funds. To the contrary, the CFTC stated: "During the time period of the violations...IB had excess segregated funds on deposit...of between \$ 48.4 MM and \$ 455.3 MM."

On February 3, 2010, Trading Technologies International, Inc. (“Trading Technologies”) filed a complaint in the U.S. District Court for the Northern District of Illinois, Eastern Division, against IBG, Inc., IBG LLC, IB Group Holdings, and IB LLC. Thereafter, Trading Technologies dismissed IBG, Inc. and Holdings from the case, leaving only IBG LLC and Interactive Brokers LLC as defendants (“Defendants”). The operative complaint, as amended, alleges that the Defendants have infringed and continue to infringe twelve U.S. patents held by Trading Technologies. Trading Technologies is seeking, among other things, unspecified damages and injunctive relief (“the TT Litigation”). The Defendants filed an answer to Trading Technologies’ amended complaint, as well as related counterclaims. The Defendants deny Trading Technologies’ claims, assert that the asserted patents are not infringed and are invalid, and assert several other defenses as well. Trading Technologies also filed patent infringement lawsuits against approximately a dozen other companies in the same court, many of which are still pending. The TT Litigation was consolidated with the other lawsuits filed by Trading

Technologies. The Defendants and/or certain co-defendants filed petitions with the USPTO for CBM Review on the asserted patents. The District Court granted the Defendants' motion to stay the TT Litigation pending the CBM Reviews. The PTAB found ten of the twelve accused patents to be not patentable and two patents to be patentable. The Defendants have filed appeals on the claims that were held to be patentable. It is difficult to predict the outcome of the matter, however, IB LLC believes it has meritorious defenses to the allegations made in the complaint and intends to defend itself vigorously against them. However, litigation is inherently uncertain and there can be no guarantee that the Defendants will prevail or that the Litigation can be settled on favorable terms.

## Privacy Policy Notice

QQFund.com collects nonpublic personal information about its Clients primarily from the information it receives in account opening related documents, its Clients transactions with it, its website and from the Client FCM, etc.

Except as permitted by law or by its Clients, it does not disclose such information to anyone, other than to the Client FCMs, the Client Account Introducers, the Introducing Brokers, the referrers, outside account administrators, accountants, attorneys, promotion agents, website service providers, email service providers, electronic signature service providers, cloud computing service providers, application programming interface (API) service providers, the trading platform service providers and their affiliates (collectively, "Service Providers"), in order to serve its Clients.

It restricts access to such information to those of its employees and Service Providers who utilize such information to enable it to provide its services to its Clients. It maintains physical, electronic and procedural safeguards to guard such information.

It may make changes to its privacy policy in the future. It will not make any changes affecting Client Accounts without first sending Clients a revised privacy policy describing the changes. Commencing on the fifteenth (15<sup>th</sup>) business day after the giving of such notice, the new policy shall become official.

## Fund Additions

For all 3 Investment Programs (Investment Program 1/2/3), Client will always retain full control over addition of Client's funds into the Client Account at the Client FCM in the sense that Client may, at Client's sole discretion, deposit as much funds and as often as Client wishes at any time without any limitation imposed by QQFund.com and without notifying QQFund.com in advance.

If Client wants to add funds into the Client Account, Client shall contact the Client FCM directly and follow the process set by the Client FCM to directly add funds into the Client Account. Client shall **NOT** send Client's funds for investment to anyone else including (but are not limited to) QQFund.com, its principal, its employees, any introducer, any Introducing Broker or any referrer.

**If Client wants to add funds into the Client Account, QQFund.com does NOT request/require/accept advance notice from Client.**

**If QQFund.com receives such advance notice from Client, QQFund.com will ignore it and will NOT act on it (unless otherwise agreed on by QQFund.com (at its sole discretion without notifying Client in advance)).**



## Fund Withdrawals

For all 3 Investment Programs (Investment Program 1/2/3), Client will always retain full control over withdrawal of Client's funds from the Client Account at the Client FCM in the sense that QQFund.com does **NOT** impose any lock-up period, any minimum or maximum amount of withdrawals or frequency of withdrawals.

If Client wants to withdraw funds from the Client Account, Client shall contact the Client FCM directly. Client shall follow the process set by the Client FCM to submit the fund withdrawal request notification to the Client FCM directly to withdraw funds from the Client Account.

**If Client wants to withdraw funds from the Client Account, QQFund.com does NOT request/require/accept advance notice from Client.**

**If QQFund.com receives such advance notice from Client, QQFund.com will ignore it and will NOT act on it (unless otherwise agreed on by QQFund.com (at its sole discretion without notifying Client in advance)).**

At any time, Client may withdraw from the cash balance of the Client Account to the extent so that margin (or performance bond) requirements are still satisfied in applicable contract markets. Such available cash for withdrawal is hereinafter referred to as "**Cash Available for Withdrawal (at the time of withdrawal)**" which is determined by the Client FCM. Subsequently after Client has submitted the funds withdrawal request notification to the Client FCM directly and before the Client FCM sends out the requested funds to Client, the **Cash Available for Withdrawal (at the time of withdrawal)** may have dynamically changed in real-time due to (but are not limited to) the market volatility in real-time. Hence, there is no guarantee whatsoever that the **Cash Available for Withdrawal (at the time of withdrawal)** will still be sufficient at that time. If it becomes insufficient, the fund withdrawal will be an unsuccessful one. Client shall expect and be able and ready to handle ANY and ALL unsuccessful fund withdrawals at any time. It is agreed that, in any and all cases and for any reason or no reason whatsoever, QQFund.com, its principal and/or its employees will not be held responsible for ANY and ALL unsuccessful fund withdrawals and ANY and ALL direct/indirect losses as a result of that. It is agreed that, in any and all cases and for any reason or no reason whatsoever, it is **SOLELY** the responsibility of Client to contact the Client FCM directly and to continually monitor the status of the fund withdrawal and to resubmit the new fund withdrawal request notification to the Client FCM directly again if the previous fund withdrawal was an unsuccessful one.

**As a rule of thumb, if Client wishes to increase the success rate of withdrawal, Client, at Client's sole discretion/risk, SHALL submit the fund withdrawal request notification to the Client FCM to request MUCH LESS than the Cash Available for Withdrawal (at the time of withdrawal).**

Each time, after Client has successfully withdrawn funds from the Client Account, in order to reduce leverage, it may be necessary to adjust the portfolio of the Client Account. After each successful fund withdrawal, QQFund.com may normally request up to **FIFTEEN (15) business days** each time to diligently complete the adjustment. However, in certain circumstances QQFund.com may not be able to complete such sub-process at the end of such period.

After each successful fund withdrawal and before the portfolio of the Client Account are adequately adjusted accordingly to reduce leverage, the Client Account may experience higher frequency of involuntary liquidations and higher risks due to insufficient margin (or performance bond). Furthermore, if there are hedging positions (*as defined by QQFund.com at its sole discretion without*

*notifying Client in advance*) in the Client Account, one leg of such hedging positions may be liquidated involuntarily. All of that (but are not limited to) may cause the imbalance of hedging and the risk to be increased and the performance of the Client Account could vary significantly from that of other Client Accounts in the same Investment Program. Client shall expect and be ready to handle ANY and ALL involuntary liquidations and risks when those happen at any time.

As a rule of thumb, if Client wishes to reduce the frequency of involuntary liquidation, Client, at Client's sole discretion/risk, **SHALL** withdraw **MUCH LESS** than the **Cash Available for Withdrawal (at the time of withdrawal)**.

As a rule of thumb, if Client wishes to withdraw relatively large amount, Client, at Client's sole discretion/risk, **SHALL** make necessary efforts to **PLAN AHEAD** and break down such large withdrawals into several smaller withdrawals and continually and repeatedly follow the principles as described above to withdraw funds until the desired funds are withdrawn.

In the worst-case, if after Client has **PLANNED AHEAD** accordingly and Client still has a hard time successfully withdrawing funds, Client, at Client's sole discretion, can always start the **Advisory Agreement Termination Process** to terminate the Advisory Agreement with QQFund.com.

QQFund.com has the right to start the **Advisory Agreement Termination Process** should withdrawals reduce the Client Account balance to a level below QQFund.com's then-most-current minimum requirements.

## **Withdraw MOST of Funds without Terminating the Advisory Agreement**

If Client wishes to withdraw **MOST** (but not all) of Client's funds from the Client Account with **Interactive Brokers LLC** and also wishes NOT to terminate the Advisory Agreement with QQFund.com so that Client can re-deposit more funds back again in the future and to let QQFund.com to continually manage (i.e., continually buy/sell, etc.) for the Client Account for Client again in the future, Client shall follow the process below:

1. Client withdraws **MOST** (but not all) of Client's funds from the Client Account.
2. The Client Account shall maintain at least the minimum balance of around **\$5,500 USD** so that **Interactive Brokers LLC** will not close the Client Account due to its balance is too low.
3. The Client Account will be continually charged the monthly minimum fee as usual by **Interactive Brokers LLC**.
4. The Client Account will also be continually charged the advisory fee as usual by QQFund.com.
5. In the future, Client may re-deposit more funds back into the Client Account, so that QQFund.com can continually invest/trade the Client Account again as usual.

## **Advisory Agreement Termination Process**

If Client wishes to terminate the Advisory Agreement with QQFund.com, Client shall follow the process as specified in this section below. Either QQFund.com or Client may start the Advisory Agreement termination process for any reason or no reason whatsoever at its sole discretion at any time. Should either party decide to terminate the Advisory Agreement, there is no obligation to disclose the true reason (if any) to the other party.

If QQFund.com wants to start the Advisory Agreement termination process, it will send notification(s) to Client (*according to the process as specified in the Communication Between Client And QQFund.com section of the Advisory Agreement*).

After such notification(s) is/(are) sent to Client and before the Advisory Agreement is officially terminated according to the process as specified in this section, QQFund.com, at its sole discretion without any restrictions or limitations whatsoever, may or may not continually perform the investment/trading activities for the Client Account. Such investment/trading activities may include (but not limited to) establishing the new positions, liquidating the open positions, issuing the new trade orders and canceling the outstanding trade orders, etc.

**If Client wants QQFund.com to STOP investing/trading the Client Account, Client MUST officially terminate the Advisory Agreement with QQFund.com FIRST.**

**If Client wants to start the Advisory Agreement termination process (as defined in this section), QQFund.com does NOT request/require/accept advance notice from Client.**

**If QQFund.com receives such advance notice from Client, QQFund.com will ignore it and will NOT act on it (unless otherwise agreed on by QQFund.com (at its sole discretion without notifying Client in advance)).**

If Client wants to start the Advisory Agreement termination process (or after QQFund.com has sent out the notification(s) to Client to start the Advisory Agreement termination process), Client agrees to successfully complete either **ACTION 1** or **ACTION 2** below. Client agrees that, unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, **ONLY AFTER ACTION 1, ACTION 2** or **ACTION 3** below is completed fully and successfully (as defined below), the Advisory Agreement shall be deemed automatically and officially terminated.

**ACTION 1: FIRST**, Client MUST follow the process as specified in the **Fund Withdrawals** section of the Advisory Agreement to withdraw all funds from the Client Account. **AFTER** that, Client MUST also contact the Client FCM directly to successfully close the Client Account. **ONLY AFTER** that, this **ACTION 1** shall be deemed completed fully and successfully.

**ACTION 2: FIRST**, Client MUST contact the Client FCM directly to inform the Client FCM that Client wishes to terminate the Advisory Agreement with QQFund.com and request the Client FCM to successfully prohibit QQFund.com to manage (i.e., to access, to buy for or to sell for, etc.) the Client Account for Client. **AFTER** that, only **AFTER** QQFund.com is not permitted by the Client FCM to manage (i.e., to access, to buy for or to sell for, etc.) the Client Account, this **ACTION 2** shall be deemed completed fully and successfully.

**ACTION 3:** In the case **AFTER** QQFund.com has sent out the first notification to Client to start the Advisory Agreement termination process (as described above), if Client does not successfully complete either **ACTION 1** or **ACTION 2** above, QQFund.com has the right (but not the obligation) to IMMEDIATELY send the second notification to Client to directly terminate the Advisory Agreement IMMEDIATELY. **AFTER** QQFund.com has sent out the second notification to Client (*according to the process as specified in the Communication Between Client And QQFund.com section of the Advisory Agreement*) to directly terminate the Advisory Agreement IMMEDIATELY, this **ACTION 3** shall be deemed completed fully and successfully.

**BEFORE** the Advisory Agreement is officially terminated according to the process as specified in this section, unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, in any and all cases and for any reason or no reason whatsoever, the advisory fees (*as specified in the Advisory Fee (2% annual management fee, 0% monthly performance fee & \$0 monthly accounting fee) section of the Advisory Agreement*) will be continually charged regardless of the status of the Client Account, the balance of the Client Account or the presence of any investment/trading activity in the Client Account or lack thereof.

**AFTER** the Advisory Agreement is officially terminated according to the process as specified in this section, except the accrued advisory fees (if any), Client will NOT be charged any advisory fees anymore and it is Client's **SOLE** responsibility to manage (*including, but not limited to, cancel the existing open orders (if any) and liquidate the existing positions (if any), etc.*) the Client Account and QQFund.com will **NOT** have any of such responsibility anymore and Client **SHALL** contact the Client FCM directly to cancel all existing open orders (if any) and liquidate all existing positions (if any) and withdraw all funds and close the Client Account if Client wishes to do so at Client's sole discretion/risk.

**Sudrania Fund Services (Sudrania LLC, [www.sudrania.com](http://www.sudrania.com))**

For **Investment Program 1**, QQFund.com has retained **Sudrania Fund Services** (an outside independent fin-tech fund administration firm in a greater Chicago area, Illinois State, USA) to calculate the performance data. **Sudrania Fund Services** has started calculating such performance data going forward on the effective date of such retention (September 25, 2017). However, such performance data from the inception date of such investment program (September 9, 2008) to the effective date of such retention (September 25, 2017) has also been calculated retroactively by **Sudrania Fund Services** as well.

In performing its duties, **Sudrania Fund Services** will be entitled to rely, and generally will rely, on information provided to it by third parties, including the Client FCMs and QQFund.com, and will not be responsible for errors contained in such information received. **Sudrania Fund Services** will have no responsibility with respect to the investment/trading activities of QQFund.com (or the monitoring thereof).

# QQFund.com Investment Program 1

## Monthly % Rate of Return (ROR) Since Inception on September 8, 2018

For **Investment Program 1**, QQFund.com has retained **Sudrania Fund Services** (Sudrania LLC, [www.sudrania.com](http://www.sudrania.com)) (an outside independent fin-tech fund administration firm in a greater Chicago area, Illinois State, USA) to calculate the performance data.

Name of Commodity Trading Advisor (CTA)	QQFund.com LLC
Date QQFund.com began managing Client Accounts	September 8, 2008
Date QQFund.com began managing Investment Program 1	September 8, 2008
At the end of <b>August 31, 2018</b> , the asset under management (AUM) is	<b>\$5,490,896 USD</b>
Total of the Client Fund invested pursuant to Investment Program 1	<b>\$5,490,896 USD</b>
In past <b>10 years and 0 month</b> (from inception to present), the cumulative return is	<b>1,256.91 %</b>
In past <b>10 years and 0 month</b> , the compound annual growth rate (CAGR) is	<b>29.79 %</b>
Largest monthly-drawdown (c)	Aug 2011 <b>-21.34 %</b>
Worst peak-to-valley-drawdown (WPTVDD) (d)	April 2010 - Aug 2010 <b>-35.81 %</b>

### Monthly % rate of return (ROR) of Investment Program 1 (a) (b)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2008									-0.10	-0.19	-0.19	-0.21	-0.69
2009	-0.20	-0.19	-0.21	-0.20	-0.20	-0.14	28.41	3.87	15.82	-7.83	16.08	12.56	83.93
2010	-11.44	-0.16	17.63	5.39	-11.89	-15.95	5.61	-17.93	12.93	18.30	-0.81	12.28	4.68
2011	6.92	7.16	-1.38	5.92	-2.76	-4.53	3.49	-21.34	-0.17	-0.18	-0.17	-0.17	-10.17
2012	0.03	7.62	11.44	-2.95	-17.99	9.91	2.54	13.08	2.21	-13.13	3.30	-1.71	9.70
2013	6.58	1.02	6.78	5.64	7.56	-5.36	14.49	-0.85	9.93	10.17	6.80	5.35	91.24
2014	-0.25	10.1	-15.02	-2.81	21.89	8.81	-1.17	29.35	-9.78	19.86	19.64	-6.01	87.01
2015	17.01	2.53	1.82	-0.95	6.14	-14.02	15.56	-15.11	4.18	23.52	-1.80	-7.31	26.87
2016	2.40	-0.36	-0.17	-0.17	7.53	5.20	-0.16	-0.19	-0.17	-5.23	-19.82	-7.24	-19.34
2017	-0.15	10.80	6.14	12.27	12.98	-9.35	11.33	9.37	-8.83	7.30	2.41	-2.95	59.85
2018	2.09	-10.40	-3.27	-11.90	27.87	0.45	0.76	22.02					23.10

- (a) QQFund.com charges **2% annual management fee, 0% monthly performance fee** and **\$0 monthly accounting fee**. The above are all **NET** of all advisory fees, commissions and other fees.
- (b) The above are composite numbers for all Client Accounts of Investment Program 1. The above do not include any QQFund.com's NON-Client Accounts or Proprietary Accounts (*as defined by CFTC/NFA*).
- (c) The largest monthly-drawdown is the largest monthly loss experienced by all Client Accounts included in the capsule in any calendar month expressed as a percentage of total equity (**NET** of all advisory fees, commissions and other fees) and includes the month and year of such drawdown.
- (d) The worst peak-to-valley-drawdown (WPTVDD) is the greatest cumulative percentage decline in month-end net equity (**NET** of all advisory fees, commissions and other fees) of all Client Accounts reflected in the capsule during a period in which the initial month-end net equity of the accounts is not equaled to or exceeded by a subsequent month end net equity of the accounts and includes the time period in which it occurred.

**PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. FUTURES INVESTMENT/TRADING IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. AN INVESTMENT WITH QQFUND.COM IS SPECULATIVE, INVOLVES A SUBSTANTIAL RISK OF LOSS, AND IS NOT SUITABLE FOR ALL INVESTORS. ANY PERSON SUBSCRIBING FOR AN INVESTMENT MUST BE ABLE TO BEAR THE RISKS SET FORTH IN QQFUND.COM'S DISCLOSURE DOCUMENT FURNISHED BY QQFUND.COM. NO REPRESENTATION IS MADE THAT QQFUND.COM OR ANY ACCOUNT WILL, OR IS LIKELY TO ACHIEVE PROFITS SIMILAR TO THOSE SHOWN ABOVE. THERE CAN BE NO ASSURANCE THAT ANY ACCOUNT WILL MAKE ANY PROFITS AT ALL, OR WILL BE ABLE TO AVOID INCURRING SUBSTANTIAL LOSSES.**

## Open a NEW Client Account (IRA, Individual, Joint, Organization or Trust)

To invest with QQFund.com, Client shall follow the instruction below.

### 1. Who can invest with QQFund.com?

- U.S. person (natural person)
- U.S. person (NON-natural person)
- Non-U.S. person (natural person)
- Non-U.S. person (NON-natural person)
- Qualified Eligible Person (QEP)
- Non-QEP

### 2. What type of the Client Account may be opened?

- IRA account
- Individual account
- Joint account
- Organization account
- Trust account.

### 3. How to download the Disclosure Document?

- (a) Client FIRST shall click [http://www.QQFund.com/qqfund.com\\_DDOC.pdf](http://www.QQFund.com/qqfund.com_DDOC.pdf) to download the most recent Disclosure Document furnished by QQFund.com.

### 4. How to return the Advisory Agreement back to QQFund.com?

- (b) The Advisory Agreement (ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)) is contained in such Disclosure Document.
- (c) Client **MUST** return the Advisory Agreement (ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)) back to QQFund.com at the address and email below.

**PART 1: Acknowledgement of Receipt of the Disclosure Document**  
**PART 2: Advisory Agreement**  
**PART 3: Client Information Questionnaire**  
**PART 4: Arbitration Agreement**

**QQFund.com LLC**  
 941 Byron Court, Naperville, Illinois 60540-8261, USA  
 Tel: +1 (630) 708-8997  
[info@QQFund.com](mailto:info@QQFund.com)

- (d) **Preferably**, Client shall return the e-copy (such as print them out first, fill them out, sign them and scan them into a PDF file or use cell phone to take photo-copy, etc.) back to QQFund.com. Using the e-copy is typically the most efficient method, and will make the document review quicker, since QQFund.com can receive the above documents faster and it will be much faster for Client to make any correction if necessary. (*NOTE: Alternatively, Client may return the paper-copy of the documents back to QQFund.com at the address above.*)
- (e) After Client had returned the Advisory Agreement (ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)) back to QQFund.com, if it is accepted by QQFund.com, Client will be notified by QQFund.com through email.

### 5. How to open the Client Account with Interactive Brokers LLC ?

- (f) Unless otherwise agreed on by QQFund.com, to invest with QQFund.com, Client must open a **NEW** client account with **Interactive Brokers LLC** ([www.interactivebrokers.com](http://www.interactivebrokers.com)).
- (g) Such **NEW** client account and other account otherwise agreed on by QQFund.com are hereinafter collectively referred to as “Client Account”.
- (h) **Interactive Brokers LLC** and other FCM otherwise agreed on by QQFund.com are hereinafter collectively referred to as “Client FCM” (i.e., the Client’s futures broker).
- (i) Unless otherwise agreed on by QQFund.com, **Client must open the Client Account ONLY AFTER the Advisory Agreement is accepted by QQFund.com and instructed by QQFund.com to do so.** The purpose of this step-by-step procedure is to help streamline the account open process and the investment/trading operation.
- (j) Unless otherwise agreed on by QQFund.com, Client will not be able to use any Introducing Broker to introduce the Client Account to QQFund.com and Client must work directly with QQFund.com and the Client FCM to open the Client Account.
- (k) If the Advisory Agreement (**ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)**) is accepted by QQFund.com, QQFund.com will contact **Interactive Brokers LLC** to send Client an **INVITATION EMAIL (Subject Title: Advisor Client Invitation)**.
- (l) Client shall follow the instructions specified in such email to open a **NEW** client account as the Client Account which will be automatically linked with QQFund.com’s Advisor Master Account with **Interactive Brokers LLC**.
6. **How to duplicate an existing client account?** In the case if Client already has an existing client account carried by **Interactive Brokers LLC** and managed by QQFund.com, QQFund.com may request **Interactive Brokers LLC** to create a duplicate account for an existing client account. Such duplicate client account will become the Client Account. However, such request to create a duplicate client account must be acknowledged by Client before it can be processed.
7. **How to configure the Client Account with Interactive Brokers LLC?**
- (m) During the account open process, Client **MUST** change **the trading permissions** to **ONLY (without ANY exception)** allow the Client Account to **ONLY** trade **futures** (but **NOT** others, such as futures options, single stock futures, stocks, stock options, bonds, forex or mutual fund, etc.) of all countries.
- (n) For details on how to change **the trading permissions** of the Client Account, Client shall see: <https://individuals.interactivebrokers.com/en/software/amqs/changeyourtradingpermissions.htm>  
<https://www.interactivebrokers.com/en/index.php?f=accountConfiguration&p=tradingpermissions>
- (o) The above step must be done properly. Otherwise, the error message (“**You have reached the limit on number of fee based accounts**”) may show up.
- (p) After **the trading permissions** is changed, Client **MUST** login into the Client Account to sign all the proper regulatory disclosures, otherwise, QQFund.com may not be able to invest/trade for the Client Account.
8. **How to deposit funds via a WIRE TRANSFER with Interactive Brokers LLC?** For details on that, Client shall contact **Interactive Brokers LLC** directly:
- (q) <http://ibkb.interactivebrokers.com/node/1078>
- (r) <http://ibkb.interactivebrokers.com/node/88>
9. **How to transfer between US brokerage firms and some banks through Automated Customer Account Transfer Service (ACATS) with Interactive Brokers LLC?** For details on that, Client shall contact **Interactive Brokers LLC** directly:
- (s) <http://ibkb.interactivebrokers.com/node/1447>
10. **IRA frequently asked questions (FAQ).** For details on that, Client shall contact **Interactive Brokers LLC** directly:
- (t) [https://www.interactivebrokers.com/de/general/education/faqs/ira.php?ib\\_entity=de](https://www.interactivebrokers.com/de/general/education/faqs/ira.php?ib_entity=de)



# QQFund.com® LLC

## PART 1: Acknowledgement of Receipt of the Disclosure Document

QQFund.com LLC’s Disclosure Document furnished by QQFund.com LLC (total 49 pages, dated August 31, 2018) which contains PART 1/2/3/4 is hereinafter referred to as “Disclosure Document”.

**The undersigned Client hereby acknowledges receipt of the Disclosure Document.** The type of the Client Account to be managed by QQFund.com LLC is specified below.

(NOTE: Please select/initial/mark ONE and ONLY ONE below.)

Below are for **natural person.**

1. [        ] **IRA** account (Individual Retirement Account). Such as:
  - Traditional IRA
  - Traditional inherited IRA
  - Traditional rollover IRA (rollover from **IRA, 401K, 403(B), 457(B)** or **pension**, etc.)
  - Roth IRA
  - Roth inherited IRA
  - Simplified employee pension (SEP) IRA
  - SEP inherited IRA
2. [        ] **INDIVIDUAL** account
3. [        ] **JOINT** account. (In this case, both First-Client and Second-Client must be natural person and both must sign.) Such as:
  - Joint tenants right of survivorship
  - Community property
  - Tenants in common

Below are for **NON-natural person.**

4. [        ] **ORGANIZATION** account. (In this case, a Second-Client is not allowed.) Such as:
  - Mutual fund
  - Hedge fund
  - Commodity pool
  - Partnership
  - Limited liability company (LLC)
  - Corporation
  - Unincorporated business
5. [        ] **TRUST** account. (In this case, a Second-Client is not allowed.) Such as:
  - Revocable trust account
  - Irrevocable trust account
  - Testamentary trust account
  - Other type of trust account

**(A) First-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(B) Second-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*[NOTE: In the event of a joint account, both First-Client and Second-Client must sign.]*

**PART 2: Advisory Agreement**

THIS AGREEMENT (hereinafter referred to as “Advisory Agreement”) is entered into by and between QQFund.com LLC (hereinafter referred to as “QQFund.com”) and the following **First-Client** and **Second-Client** if any (hereinafter collectively referred to as “Client”).

• **First-Client’s name:** \_\_\_\_\_

• **Second-Client’s name:** \_\_\_\_\_

*[NOTE: In the event of a joint account, both First-Client and Second-Client’s names are required.]*

1. **Client FCM and Client Account.** Unless otherwise agreed on by QQFund.com, to invest with QQFund.com, Client must open a **NEW** client account with **Interactive Brokers LLC** ([www.interactivebrokers.com](http://www.interactivebrokers.com)). Such **NEW** client account and other account otherwise agreed on by QQFund.com (if any) are hereinafter collectively referred to as “Client Account”. **Interactive Brokers LLC** and other FCM otherwise agreed on by QQFund.com (if any) are hereinafter collectively referred to as “Client FCM” (i.e., the Client’s futures broker). Client hereby requests QQFund.com to invest/trade the Client Account (including, but are not limited to, any and all funds and any and all positions deposited into the Client Account) for Client.
2. **When to open the Client Account?** Unless otherwise agreed on by QQFund.com, **Client must open the Client Account ONLY AFTER the Advisory Agreement is accepted by QQFund.com and instructed by QQFund.com to do so.** The purpose of this step-by-step procedure is to help streamline the account open process and the investment/trading operation.
3. **Introducing Broker.** Unless otherwise agreed on by QQFund.com, Client will not be able to use any Introducing Broker to introduce the Client Account to QQFund.com and Client must work directly with QQFund.com and the Client FCM to open the Client Account.
4. **The Selected Investment Program.** Client MUST select/initial/mark ONE and only ONE Investment Program (hereinafter referred to as “Selected Investment Program”) from the list below.

QQFund.com currently offers 3 Investment Programs (Investment Program 1/2/3)		<b>Client MUST select, initial or mark ONE and only ONE below as the Selected Investment Program</b>	Minimum initial account size (USD)
<b>IP1</b>	<b>Investment Program 1</b>		<b>\$100,000</b>
<b>IP2</b>	<b>Investment Program 2</b>		<b>\$200,000</b>
<b>IP3</b>	<b>Investment Program 3</b>		<b>\$400,000</b>
(a) If no space above is selected, initialed or marked by Client, by default, <b>Investment Program 1</b> will be the one selected by Client as the Selected Investment Program.			
(b) Client agrees to invest in the Selected Investment Program for the Client Account.			

5. **Minimum initial account size.** The amount of capital committed to the Client Account for

investment will initially be \$ \_\_\_\_\_ USD

(approximately) which has no maximum limit but shall be **equal to** or **greater than** the **minimum initial account size** of the Selected Investment Program as listed in the table above (unless otherwise agreed on by QQFund.com at its sole discretion).

6. **Custody.** The Client FCM, rather than QQFund.com, shall have full custody of the Client's funds.
7. **Transactions.** The initial deposit, all subsequent additions to and withdrawals from the Client Account, and all transactions affected in the Client Account shall be subject to this Advisory Agreement.
8. **The Disclosure Document.** QQFund.com LLC's Disclosure Document furnished by QQFund.com LLC (total 49 pages, dated August 31, 2018) which contains PART 1/2/3/4 is hereinafter referred to as "Disclosure Document".
9. **Advisory Fee (2% annual management fee, 0% monthly performance fee & \$0 monthly accounting fee).** Please see the Advisory Fee (2% annual management fee, 0% monthly performance fee & \$0 monthly accounting fee) section of the Disclosure Document. Such section is included herein as part of the Advisory Agreement.
10. **Fund Additions.** Please see the Fund Additions section of the Disclosure Document. Such section is included herein as part of the Advisory Agreement.
11. **Fund Withdrawals.** Please see the Fund Withdrawals section of the Disclosure Document. Such section is included herein as part of the Advisory Agreement.
12. **Advisory Agreement Termination Process.** Please see the Advisory Agreement Termination Process section of the Disclosure Document. Such section is included herein as part of the Advisory Agreement.
13. **Risks when adjusting the portfolio of the Client Account.** The Client Account may incur certain risks when adjusting the portfolio of the Client Account. For example, each time AFTER Client has successfully deposited funds into the Client Account and/or AFTER Client has successfully withdrawn funds from the Client Account, QQFund.com may normally request up to **FIFTEEN (15) business days** each time to diligently complete the adjustment for the Client Account if necessary at its sole discretion without any restrictions or limitations whatsoever. However, in certain circumstances QQFund.com may not be able to complete the adjustment at the end of such period. Client shall expect and be able and ready to handle ANY and ALL such time-lagging when they happen at any time. Hence, due to such time-lagging, Client should not use fund additions/withdrawals to time the market (i.e., to do market timing). After Client has successfully withdrawn funds from the Client Account and before the portfolio of the Client Account is adequately adjusted accordingly to reduce leverage if necessary, the Client Account may have higher frequency of involuntary liquidations at an inopportune time and higher risks due to insufficient margin (or performance bond). Furthermore, if there are hedging positions (*as defined by QQFund.com at its sole discretion without notifying Client in advance*) in the Client Account, one leg of such hedging positions may be liquidated involuntarily. This may cause an imbalance of hedging and risk to be increased. Client shall expect and be able and ready to handle ANY and ALL involuntary liquidations and risks if this occurs at any time.
14. **Sub-accounts or underlying-accounts.** The Client Account may consist of some sub-accounts or underlying-accounts. Client hereby grants QQFund.com the right (but not the obligation) to transfer funds between such sub-accounts or such underlying-accounts at its sole discretion without any restrictions or limitations whatsoever, without prior consultation with Client and without prior notice to, or approval from, Client.
15. **Failure of communications.** Any communication amongst Client, QQFund.com, the Client FCM and the trading platform provider may fail. For example, QQFund.com may use email, tools or methods supported by the Client FCM and the trading platform provider to communicate with Client, the Client FCM and the trading platform provider. Any of such communication may fail for any reason or no reason whatsoever and may cause damages or losses to the Client Account. It is agreed that, in any and all cases and for any reason or no reason whatsoever, it is still solely at Client's own risk to use the services provided by QQFund.com without recourse to QQFund.com, its principal and/or its employees.
16. **Contact information changes.** Should either party change their contact information they must give written notice to the other party stating the new one.

- (A) If QQFund.com changes its contact information, QQFund.com must notify Client. Commencing on the fifteenth (15<sup>th</sup>) business day of such notice to Client, the newly designated contact information shall become official for the purpose of all notices or communications required or permitted to be given from Client to QQFund.com pursuant to the Advisory Agreement.
- (B) If Client changes its contact information, Client MUST notify QQFund.com. Commencing on the fifteenth (15<sup>th</sup>) business day of such notice, the newly designated contact information shall become official for the purpose of all notices or communications required or permitted to be given from QQFund.com to Client pursuant to the Advisory Agreement.

17. **Communication between Client and QQFund.com.** Unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, ANY and ALL notices/documents (*such as, but are not limited to, ANY and ALL notices/documents from Client to QQFund.com related to ANY and ALL issues as specified in the Monitor the Client Account section of the Advisory Agreement and ANY and ALL issues related to arbitration, etc.*) required to be given from Client to QQFund.com shall be in writing with properly dated signature(s) according to the process as defined in this section. Unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, in the event of a joint account, both **First-Client** and **Second-Client** must sign. Unless otherwise agreed on by QQFund.com in writing executed by QQFund.com, Client shall use **BOTH methods** below to send such notices/documents to QQFund.com. Otherwise, they may not be accepted by QQFund.com. It is **SOLELY** the responsibility of Client to verify (only via email to QQFund.com) that QQFund.com has indeed received BOTH the **e-copy** AND the **original-paper-copy (with original/handwritten signature)** of such notices/documents. QQFund.com is not responsible for the implementation of any of the Client’s instructions as specified in such notices/documents unless, and until, they are formally acknowledged by QQFund.com through email (see table below).

Methods	Send to
(a) <b>MANDATORY:</b> Client <b>MUST</b> send the <b>e-copy</b> of the notices/documents by scanning them into a PDF file and emailing said PDF file to QQFund.com.	<b>QQFund.com LLC</b> 941 Byron Court, Naperville, Illinois 60540-8261, USA Tel: +1 (630) 708-8997 <a href="mailto:info@QQFund.com">info@QQFund.com</a>
(b) <b>MANDATORY:</b> Client <b>MUST also immediately (in the same day)</b> use <b>overnight service (registered mail &amp; return receipt requested)</b> to send the <b>original-paper-copy (with original/handwritten signature)</b> of the notices/documents to QQFund.com.	

Any notices/documents required to be given to Client from QQFund.com shall be in writing and shall be mailed to Client at either the postal mailing address or the email address set forth in the Advisory Agreement. Any such notices/documents shall be deemed given on the close of business on the first day after mailing or emailing. In the event of a joint account, any such notices/documents given from QQFund.com to any one Client pursuant to the Advisory Agreement shall be deemed given to all such Clients.

18. **Email service providers.** In order to communicate with Client, QQFund.com may use third party email service providers to maintain some mailing lists. Client hereby requests to join such mailing lists. Client hereby grants QQFund.com the irrevocable right to add Client into such mailing lists. Furthermore, even if such third party email service providers may provide Client an easy way to unsubscribe from such mailing lists, Client hereby agrees and guarantees that Client will not unsubscribe from such mailing lists until the Advisory Agreement is deemed automatically and officially terminated according the **Advisory Agreement Termination Process** section of the Advisory Agreement. Before that, if Client unsubscribed from such mailing lists, Client hereby grants QQFund.com the irrevocable right to re-add Client back onto such mailing lists without prior consultation with Client and without prior notice to or approval from Client again.

19. **Responsibilities of the Client FCM.** Client understands and agrees that QQFund.com may transmit orders on behalf of the Client Account to the Client FCM but will not directly execute such orders. QQFund.com shall not be responsible for any acts, omissions, or errors of the Client FCM in executing such orders. The Client FCM will furnish Client with confirmations of all transactions effected in the Client Account, monthly statements showing information concerning investment/trading activities in the Client Account, and other Client Account's account statements customarily furnished by the Client FCM to its clients. The furnishing of such reports shall be solely the responsibility of the Client FCM. The Client FCM is also responsible for the record keeping of Client's funds and fees and providing Client with statements of the Client Account and Net Liquidation Value, etc.
20. **Client authorization for release of client information.** Client will authorize the Client FCM to make available to QQFund.com, all copies of confirmations, reports, statements and papers related to the Client Account, including, but are not limited to, the account statements and the account opening papers, etc.
21. **Discretionary investment/trading authorization and SOLE power of attorney.** Client hereby appoints QQFund.com as his SOLE attorney-in-fact with respect to the Client Account to buy, sell or otherwise invest/trade in any markets directly or indirectly through the Client FCM pursuant to the Selected Investment Program. Client hereby gives and grants QQFund.com full power and authority to act for Client and on Client's behalf to do all and every act and thing whatsoever requisite, necessary or appropriate to be done in connection with this power of attorney as fully and in the same manner and with the same force and effect as Client might do or could do if personally present, and Client hereby ratifies all that QQFund.com may lawfully do or cause to be done by virtue of this power of attorney. Client hereby ratifies and confirms ANY and ALL transactions heretofore made by QQFund.com for the Client Account and agrees that the rights and obligations of Client in respect thereof shall be governed by the terms of the Advisory Agreement. QQFund.com shall have discretionary authority to make all investment/trading decisions for the Client Account, without prior consultation with Client and without prior notice to or approval from Client with respect to such investment/trading decisions. By the Advisory Agreement, Client authorizes the Client FCM to permit QQFund.com to enter orders for the Client Account. Furthermore, beside allowing QQFund.com to invest/trade the Client Account for Client, Client agrees **NOT** to allow anyone else (such as, but are not limited to, Client itself and any other advisor) and **NOT** to request the Client FCM to invest/trade the Client Account for Client before the Advisory Agreement is deemed automatically and officially terminated according to the **Advisory Agreement Termination Process** section of the Advisory Agreement.
22. **Acknowledgment of risk associated with regulated exchange traded futures contracts investment/trading and lack of guarantee by QQFund.com.** Client understands the speculative nature and high risks associated with regulated exchange traded futures contracts investment/trading, which include the risk that Client may incur investment/trading losses in an amount greater than the capital contributed to the Client Account. It is agreed that, in any and all cases and for any reason or no reason whatsoever, QQFund.com, its principal and/or its employees will not be held responsible for investment/trading losses in the Client Account. QQFund.com cannot/does not imply or guarantee that Client will make a profit.
23. **Commissions and fees.** The Client FCM may charge the Client Account commissions and/or fees such as, but are not limited to, accounting fees, market data fees, quoting fees, per trade fees, NFA fees, exchange fees, clearing fees, brokerage fees and routing fees associated with executed transactions, etc. to the Client Account. Client shall be liable for all those commissions and fees. QQFund.com will not be responsible for those commissions or fees.
24. **Investment/trading errors.** Client acknowledges and agrees that investment/trading errors will happen from time to time and although QQFund.com will attempt to correct such errors as soon as they are discovered, it will not be responsible for the investment/trading errors committed by the Client FCM, QQFund.com, its principal and/or its employees, etc. Client acknowledges and agrees

that all errors, except those resulting from willful misconduct or fraud, will be considered a cost of doing business and Client is responsible for bearing ANY and ALL expenses, losses and fees incurred as a result of such errors and such errors are solely at Client's own risk and without recourse to QQFund.com, its principal and/or its employees.

25. **Trading platform.** Client is subject to risk of loss of Client's funds in the event of the failure of the trading platforms used by QQFund.com to invest/trade the Client Account for Client. It is solely at Client's own risk and without recourse to QQFund.com, its principal and/or its employees.
26. **Client's acknowledgements, warranties, certifications and agreements, etc.**
- (a) Client hereby agrees that the investment/trading style of all 3 Investment Programs (Investment Program 1/2/3) may be drifted/shifted from time to time depending on market conditions.
  - (b) Client hereby warrants, certifies and agrees that no person is authorized by QQFund.com to make statements in addition to, or inconsistent with, those contained in the Disclosure Document.
  - (c) Client warrants, certifies and agrees that Client is of legal age to be bound by the Advisory Agreement and is legally competent, and that no other person has, or will have as a result of any action of Client, any interest in or right to the Client Account, except as disclosed in writing to QQFund.com in advance.
  - (d) Client warrants, certifies and agrees that Client is financially able to accept the risks of regulated exchange traded futures contracts investment/trading.
  - (e) If Client is a NON-natural person, the Advisory Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms, and Client will deliver to QQFund.com such evidence of such authority as QQFund.com may reasonably require, either by a way of certified resolution or otherwise.
  - (f) Client has enough knowledge and experience in investment/trading, financial and business matters that Client is capable of evaluating the merits and risks of the Client's investment/trading and is able to bear such risks, and has obtained, in the Client's judgment, sufficient information from QQFund.com to evaluate the merits and risks of such investment/trading. Client has evaluated the risks of investing/trading and determined that the Client's investment in the Selected Investment Program is suitable for Client. Client can afford a complete loss of the investment or more.
  - (g) Client has significant additional resources beyond its investment in the Client Account.
  - (h) Any and all funds in the Client Account and ANY and ALL funds that may now and/or in the future be committed to the Client Account represent risk capital to the Client.
  - (i) Client warrants, certifies and agrees that Client is not, and is not acting on behalf for any natural person or NON-natural person that is: (1) in contravention of any applicable laws and regulations (in ANY and ALL jurisdictions worldwide), including anti-money laundering regulations or conventions; (2) included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time, (3) a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, or (4) for a foreign shell bank.
  - (j) Client warrants, certifies and agrees that, if necessary under the laws of the United States, Client is registered with U.S. Securities and Exchange Commission (SEC) and Client is registered as a Commodity Pool Operator with U.S. Commodity Futures Trading Commission (CFTC), and is a member of National Futures Association (NFA), and such registrations and membership, if applicable, have not expired or been revoked, suspended, terminated, on withdrawal hold, not renewed, limited or qualified in any respect.
  - (k) Client acknowledges and agrees that the specific components of the proprietary methodology/process used by QQFund.com are proprietary and therefore are not disclosed and

because of their confidential nature, they will not be made available to Client for inspection, testing or demonstration. Client guarantees that Client will not privately or publicly disclose QQFund.com's investment/trading recommendations applied to the Client Account to any third party without QQFund.com's prior written consent. Client also guarantees that Client will not create derivative works from or use such investment/trading recommendations to invest/trade directly or indirectly for the benefit of any of other Client's own accounts or any other third party accounts without QQFund.com's prior written consent.

- (l) Client hereby warrants, certifies and agrees that, at any given time and for any reason or no reason whatsoever, not all client accounts of the same Investment Program will have the same diversifications (*such as, but are not limited to, in asset class, in market, in investment/trading timeframe, in geographic or in investment/trading strategy*) and/or same leverages. All of the above (but are not limited to the above) can lead to performance differences between any individual client accounts. Hence, for the Client Account, Client shall not expect a similar performance as that of any other account managed by QQFund.com, its principal or the past composite performance capsule of the Selected Investment Program as presented in the Disclosure Document.
- (m) Client hereby warrants, certifies and agrees that, the balance of the Client Account, the time when the funds are deposited into the Client Account and the time when the funds are withdrawn from the Client Account will impact the diversifications, leverage and performance of the Client Account. As a result of such effects, depending on the circumstances the market conditions, any two client accounts of the same Investment Program may not necessary have the same diversifications, leverages and/or performances even though they may have the same, similar or significantly different account balances.
- (n) Client acknowledges Client's ongoing responsibility to review regularly all client account records and statements from the Client FCM and from QQFund.com since such records will be conclusive and binding on Client unless a prompt written objection from Client is received by the Client FCM and/or QQFund.com, as the case may be.
- (o) The foregoing acknowledgements, warranties, certifications and agreements, etc. shall be ongoing during the term of the Advisory Agreement, and if at any time during the term of the Advisory Agreement any event has occurred which would make any of the foregoing acknowledgements, warranties, certifications and/or agreements, etc. untrue or inaccurate in any material respect, Client shall promptly notify QQFund.com of such event and the parts related thereto.
27. **White branding.** QQFund.com may, at its sole discretion, use the white branding features supported by the Client FCM. Such white branding features give QQFund.com the ability to display QQFund.com's logos and company information on the Client FCM's registration system, account management, statements, etc. (collectively, "Contents provided by the Client FCM"). Client agrees that QQFund.com will not be liable for such Contents provided by the Client FCM even if it may contain QQFund.com's logos and company information.
28. **NON-exclusive advice.** QQFund.com's services to Client are not exclusive and it and its principal shall be free to render similar services to others, even if based upon the same or similar advice.
29. **Section heading.** The section headings in the Advisory Agreement are for convenience and/or reference only and shall not be deemed to interpret or modify the provisions hereof.
30. **Counterparts.** The Advisory Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall be deemed one and the same instrument.
31. **Query the principal.** All 3 Investment Programs (Investment Program 1/2/3) rely on the expertise of a key individual. If the principal of QQFund.com was to become unavailable, all 3 Investment Programs (Investment Program 1/2/3) and their associated Client Accounts may be adversely affected. To reduce such impact, Client agrees that Client **SHALL** query the principal as often as Client would like to by periodically sending email to [principal@QQFund.com](mailto:principal@QQFund.com). The principal will try to manually and individually reply Client's email as soon as possible so that Client will know if

the principal is still available or not. In the case if the principal does not reply Client's email in a timely manner (*as defined by Client at its sole discretion without notifying QQFund.com in advance*), Client agrees that Client **SHALL** follow the **Advisory Agreement Termination Process** section of the Advisory Agreement to terminate the Advisory Agreement with QQFund.com **IMMEDIATELY**. After the Advisory Agreement is deemed automatically and officially terminated, it is **SOLELY** the responsibility of Client to invest/trade (*including, but are not limited to, cancel the existing open orders (if any) and liquidate the existing positions (if any), etc.*) the Client Account for Client and QQFund.com will **NOT** have any of such responsibility anymore and Client **SHALL** contact the Client FCM directly to cancel all existing open orders (if any) and liquidate all existing positions (if any) if Client wishes to do so at Client's sole discretion/risk.

32. **Monitor the Client Account.** Client agrees to continually monitor the activities performed or not performed by QQFund.com on the Client Account. Such monitoring shall be done at least weekly. Client agrees to report any issue found to QQFund.com **IMMEDIATELY** (on the same day) (*according to the process as specified in the **Communication Between Client And QQFund.com** section of the Advisory Agreement*). Such issues include (but are not limited to) leverage used is too low or too high, diversification applied is too low or too high, investment/trading is too frequent or too infrequent, performance generated is too low or too high (compared to the past composite performance), volatility of equity curve is too low or too high, investment/trading style drifted/shifted or advisory fee calculation/billing/invoice are incorrect, etc. If Client believes that there is anything which is not acceptable pursuant to the Selected Investment Program, the Advisory Agreement and the Disclosure Document, Client shall **IMMEDIATELY** notify QQFund.com (*according to the process as specified in the **Communication Between Client And QQFund.com** section of the Advisory Agreement*) and **IMMEDIATELY** start the **Advisory Agreement Termination Process** as specified in the **Advisory Agreement Termination Process** section of the Advisory Agreement to terminate the Advisory Agreement with QQFund.com **IMMEDIATELY**. Client agrees that, unless QQFund.com receives such required notification (*according to the process as specified in the **Communication Between Client And QQFund.com** section of the Advisory Agreement*) from Client within thirty (30) calendar days after the activity is performed or not performed by QQFund.com on the Client Account, any activities performed or not performed by QQFund.com on the Client Account shall be deemed perfectly acceptable by Client pursuant to the Selected Investment Program, the Advisory Agreement and the Disclosure Document and QQFund.com, its principal and its employees will not be liable for the losses in the Client Account directly/indirectly caused by the activities performed or not performed by QQFund.com, its principal and its employees on the Client Account.
33. **Indemnification.** Client shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or hereafter to be amended, QQFund.com, its principal, employees, successor, assigns and affiliates from ANY and ALL investment/trading losses, claims, damages costs, expenses (including reasonable attorney's fees), indebtedness, and liabilities arising therefrom, including any acts, omissions, or errors of the Client FCM in executing orders in the Client Account, unless a court of competent jurisdiction has found that QQFund.com committed gross negligence, willful misconduct, or wanton recklessness in connection with the activities arising from the Client Account.
34. **Assignment.** The Advisory Agreement shall not be assigned by Client but may be assigned by QQFund.com upon notice to Client and shall be binding upon the parties hereto, their heirs, respective legal representatives, successors and assigns.
35. **Governing law.** The Advisory Agreement and all transactions subject to the Advisory Agreement shall be subject to the Commodity Exchange Act, as amended ("ACT"): the rules, regulations, and orders promulgated under such Act by U.S. Commodity Futures Trading Commission (CFTC); and, where applicable, the laws of the Laws of Illinois State, USA and shall be exclusively heard in the Courts sitting in DuPage County, Illinois State, USA and the appropriate United States District



Court for Illinois State. If any provision is found unenforceable, then the Advisory Agreement shall be enforced and construed as if the invalid portion did not appear.

- 36. **Joint undertaking.** If more than one person is signing the Advisory Agreement as Client, each undertaking herein shall be a joint and several undertaking of all such persons and with the foregoing grant of the discretionary investment/trading authorization and SOLE power of attorney to QQFund.com shall be a joint and several grant by all such persons. Action of any one Client pursuant to the Advisory Agreement shall bind all such Clients. Furthermore, any such notices/documents given from QQFund.com to any one Client pursuant to the Advisory Agreement shall be deemed given to all such Clients.
- 37. **Entire agreement.** The Advisory Agreement supersedes all other agreements, whether written or oral, between the parties hereto relating to the subject matter hereof. The Advisory Agreement constitutes the entire agreement between the parties hereto and may be amended, waived, modified or superseded only by a written agreement signed by both parties hereto and is binding on the parties hereto and their respective successors and assigns.
- 38. **Client identifications, contact information and signatures.** The parties have read and understood the Advisory Agreement and IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THE ADVISORY AGREEMENT to be duly executed as of the date set forth below.

If **Client** is a **natural person**, please complete **section (a)/(b)** below. In the event of a **joint** account, both **First-Client** and **Second-Client** must all be natural person.

**(a) First-Client:**

- **First-Client's name:**
  - Choose one: [        ]**Mr.**        [        ]**Mrs.**        [        ]**Ms.**        [        ]**Dr.**
  - Last name: \_\_\_\_\_
  - First name: \_\_\_\_\_
  - Middle initial (if any): \_\_\_\_\_
- **First-Client's birthday:** \_\_\_\_\_
- **First-Client's country of citizenship:** \_\_\_\_\_
- **First-Client's country of legal residence:** \_\_\_\_\_
- If **First-Client** is a **U.S. person** (as defined by U.S. Internal Revenue Service (IRS)) or have a U.S. social security number (SSN), **First-Client** must provide a SSN: \_\_\_\_\_

**(b) Second-Client** (only if **joint** account):

- **Second-Client's name:**
  - Choose one: [        ]**Mr.**        [        ]**Mrs.**        [        ]**Ms.**        [        ]**Dr.**
  - Last name: \_\_\_\_\_
  - First name: \_\_\_\_\_
  - Middle initial (if any): \_\_\_\_\_

- **Second-Client**'s birthday:\_\_\_\_\_
- **Second-Client**'s country of **citizenship**:\_\_\_\_\_
- **Second-Client**'s **country of legal residence**:\_\_\_\_\_
- If **Second-Client** is a **U.S. person** (as defined by U.S. Internal Revenue Service (IRS)) or have a U.S. social security number (SSN), **Second-Client** must provide a SSN:\_\_\_\_\_

If **Client** is a **NON-natural person**, please complete **section (c)** below.

(c) If **First-Client** is a **NON-natural person** (such as a *mutual fund, hedge fund, commodity pool, partnership, limited liability company (LLC), corporation, unincorporated business or trust, etc.*), a **Second-Client** is not allowed and the Client Account must be solely owned by **First-Client**.

- **First-Client**'s name (legal identity's name):\_\_\_\_\_
- If **First-Client** is a **U.S. person** (as defined by U.S. Internal Revenue Service (IRS)) or have a U.S. taxpayer ID No. (TIN), **First-Client** must provide a TIN:\_\_\_\_\_
- The **First-Client**'s signature below is signed by:
  - **Signer**'s position/title:\_\_\_\_\_
  - **Signer**'s name:
    - ❖ Choose one: [     ] **Mr.**        [     ] **Mrs.**        [     ] **Ms.**        [     ] **Dr.**
    - ❖ Last name: \_\_\_\_\_
    - ❖ First name: \_\_\_\_\_
    - ❖ Middle initial (if any): \_\_\_\_\_
  - **Signer**'s birthday: \_\_\_\_\_
  - **Signer**'s country of **citizenship**: \_\_\_\_\_
  - **Signer**'s **country of legal residence**: \_\_\_\_\_
  - If **Signer** is a **U.S. person** (as defined by U.S. Internal Revenue Service (IRS)) or have a U.S. social security number (SSN), **Signer** must provide a SSN: \_\_\_\_\_

**ALL Clients (both natural person and NON-natural person), please complete section (d)/(e) below.**

**(d) The Client Account’s postal mailing address (do not use a P.O. box or in-care-of address):**

- Street address: \_\_\_\_\_
- City: \_\_\_\_\_
- State/province: \_\_\_\_\_
- Zip/postal code: \_\_\_\_\_
- Country: \_\_\_\_\_

**(e) The undersigned Client hereby warrants, certifies, understands and agrees, in Client’s individual capacity or as an authorized representative of a NON-natural person (*such as a mutual fund, hedge fund, commodity pool, partnership, limited liability company (LLC), corporation, unincorporated business or trust, etc.*) that ANY and ALL information contained in the Advisory Agreement (ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)) and in all other supporting documents (if any) is true and accurate in all material respects and the undersigned Client will promptly notify QQFund.com of any changes in the foregoing answers. The undersigned Client hereby warrants, certifies, understands and agrees that Client is entering the Advisory Agreement in reliance solely on the basis of information contained in the Disclosure Document and Client did not, does not and will not rely on any other information Client have received or will receive whether they are directly/indirectly provided by QQFund.com or not. Such information may include, but is not limited to, any information directly/indirectly contained in any presentation, in any email, in any website, in any database, in any social media, in any online, offline, written, verbal, video, multimedia promotion materials or in any phone/VoIP/text conversation. **The undersigned Client hereby acknowledges receipt of the Disclosure Document.****

**(A) First-Client’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**(B) Second-Client’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

*[NOTE: In the event of a joint account, both First-Client and Second-Client must sign.]*

**This box is to be completed by QQFund.com LLC.**

Accepted by: \_\_\_\_\_ (Title: Principal) on behalf of QQFund.com

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

NOTES:

## **PART 3: Client Information Questionnaire**

QQFund.com LLC (hereinafter referred to as “QQFund.com”) is a member firm of National Futures Association (NFA). **NFA Bylaw 1101** requires its members to transact business only with NFA members or parties that are **NOT** required to be registered with U.S. Commodity Futures Trading Commission (CFTC).

In order to demonstrate QQFund.com’s compliance with **NFA Bylaw 1101**, please provide the following information and representations below. Furthermore, under CFTC regulations, the NFA rules and per QQFund.com’s internal due diligence process, QQFund.com is required to obtain specified information about individually managed account clients. Please assist us by providing the information requested below.

**If Client is a natural person, please complete section (1)/(2)/(3)/(4)/(5) below. By completing any of below, Client hereby represents that Client is a natural person and Client hereby certifies that all funds deposited and/or to be deposited into the Client Account are solely owned by Client and are NOT owned by and will not be owned by any Client’s customer or any third party.**

**(1) First-Client:**

- Name of employer: \_\_\_\_\_
- Number of years employed: \_\_\_\_\_
- Principal occupation or business: \_\_\_\_\_
- Email address: \_\_\_\_\_
- Home phone no. (including country and area codes): \_\_\_\_\_
- Office phone no. (including country and area codes): \_\_\_\_\_
- Mobile phone no. (including country and area codes): \_\_\_\_\_

**(2) Second-Client (only if joint account):**

- Name of employer: \_\_\_\_\_
- Number of years employed: \_\_\_\_\_
- Principal occupation or business: \_\_\_\_\_
- Email address: \_\_\_\_\_
- Home phone no. (including country and area codes): \_\_\_\_\_
- Office phone no. (including country and area codes): \_\_\_\_\_
- Mobile phone no. (including country and area codes): \_\_\_\_\_

(3) Estimated **total annual income** (if **joint** account, please provide combined information). Unless otherwise agreed on by QQFund.com (at its sole discretion), if at the time when this document is signed, Client's **total annual income** is less than **\$50,000**, QQFund.com will not manage the Client Account for Client. In this case, there is NO need to submit the Advisory Agreement to QQFund.com.

**Please check/mark one and only one below. The numbers below are based on USD.**

- ❖ \$50,000 - \$74,999 \_\_\_\_\_
- ❖ \$75,000 - \$99,999 \_\_\_\_\_
- ❖ \$100,000 - \$249,999 \_\_\_\_\_
- ❖ \$250,000 - \$499,999 \_\_\_\_\_
- ❖ \$500,000 - \$999,999 \_\_\_\_\_
- ❖ \$1,000,000 - \$4,999,999 \_\_\_\_\_
- ❖ \$5,000,000 - \$9,999,999 \_\_\_\_\_
- ❖ \$10,000,000 - \$24,999,999 \_\_\_\_\_
- ❖ \$25,000,000 - \$29,999,999 \_\_\_\_\_
- ❖ \$30,000,000 - \$49,999,999 \_\_\_\_\_
- ❖ > \$50,000,000 \_\_\_\_\_

(4) Estimated **total net worth** (if **joint** account, please provide combined information). Unless otherwise agreed on by QQFund.com (at its sole discretion), if at the time when this document is signed, Client's **total net worth** is less than **\$250,000**, QQFund.com will not manage the Client Account for Client. In this case, there is NO need to submit the Advisory Agreement to QQFund.com.

**Please check/mark one and only one below. The numbers below are based on USD.**

- ❖ \$250,000 - \$499,999 \_\_\_\_\_
- ❖ \$500,000 - \$999,999 \_\_\_\_\_
- ❖ \$1,000,000 - \$4,999,999 \_\_\_\_\_
- ❖ \$5,000,000 - \$9,999,999 \_\_\_\_\_
- ❖ \$10,000,000 - \$24,999,999 \_\_\_\_\_
- ❖ \$25,000,000 - \$29,999,999 \_\_\_\_\_
- ❖ \$30,000,000 - \$49,999,999 \_\_\_\_\_
- ❖ > \$50,000,000 \_\_\_\_\_

(5) Previous investment/trading experiences (if **joint** account, please provide combined information):

**Total years of experience (approximately):**

- Futures contracts \_\_\_\_\_
- Managed accounts \_\_\_\_\_
- Hedge funds (or commodity pools) \_\_\_\_\_
- Offshore funds \_\_\_\_\_
- Partnerships \_\_\_\_\_
- Currencies \_\_\_\_\_
- Mutual funds/stocks/ETFs/bonds \_\_\_\_\_
- Options (securities or futures contracts) \_\_\_\_\_
- Real estate \_\_\_\_\_

If Client is a **NON-natural person**, please complete **section (6)/(7)** below. By completing any of below, Client hereby represents that Client is a **NON-natural person** (such as a mutual fund, hedge fund, commodity pool, partnership, limited liability company (LLC), corporation, unincorporated business or trust, etc.).

(6) If **Client**, the **operator of Client** and/or **anyone who signs the Advisory Agreement on behalf of Client** has any current or expired **ID** of National Futures Association (NFA), Client shall list **ALL** of such **NFA ID** numbers below:

\_\_\_\_\_

\_\_\_\_\_

- The date Client was formed: \_\_\_\_\_
- Client’s country/place of organization: \_\_\_\_\_
- Client’s principal place of business: \_\_\_\_\_
- Client’s email address: \_\_\_\_\_

(7) QQFund.com is a member firm of NFA. **NFA Bylaw 1101** requires its members to transact business only with NFA members or parties that are **NOT** required to be registered with CFTC. In order to demonstrate QQFund.com’s compliance with **NFA Bylaw 1101**, please provide the following information and representations below.

Please complete **ONE and ONLY ONE** from **(A)/(B)/(C)** below.

(A) If Client has been registered with CFTC as a **Commodity Pool**,

the pool ID issued by CFTC/NFA is: \_\_\_\_\_

(B) If Client is a **Commodity Pool** and Client is **NOT** required to be registered with CFTC, please complete either (a) or (b) below:

(a) If Client has been granted an exemption by CFTC, please explain the details of such exemption. Please also specify the pool ID issued by CFTC/NFA (if any). **Please submit any supporting document (if any).**

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(b) If Client has **NOT** been granted an exemption by CFTC, please explain why there is **NO** need for CFTC to grant any exemption? **Please submit any supporting document (if any).**

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(C) If Client is **NOT** a **Commodity Pool** and Client is **NOT** required to be registered with CFTC, please complete both (a) and (b) below: **(By completing any of below, Client hereby certifies that all funds deposited and/or to be deposited into the Client Account are solely owned by Client and are NOT owned by and will not be owned by any Client's customer or any third party.)**

(a) Please explain (1) Client's principal business and (2) the detail reasons why Client is NOT required to be registered with CFTC? **Please submit any supporting document (if any).**

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(b) Please explain the sources of the funds used to initially capitalize Client and how these funds were accumulated? **Please submit any supporting document (if any).**

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**ALL Clients (both natural person and NON-natural person), please complete section (8) below.**

(8) The undersigned Client hereby warrants, certifies, understands and agrees, in Client’s individual capacity or as an authorized representative of a NON-natural person (*such as a mutual fund, hedge fund, commodity pool, partnership, limited liability company (LLC), corporation, unincorporated business or trust, etc.*) that ANY and ALL information contained in the Advisory Agreement (ALL of 17 page (from page 33 to 49; see PART 1/2/3/4)) and in all other supporting documents (if any) is true and accurate in all material respects and the undersigned Client will promptly notify QQFund.com of any changes in the foregoing answers.

QQFund.com LLC’s Disclosure Document furnished by QQFund.com LLC (total 49 pages, dated August 31, 2018) which contains PART 1/2/3/4 is hereinafter referred to as “Disclosure Document”. **The undersigned Client hereby acknowledges receipt of the Disclosure Document.**

**(A) First-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(B) Second-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*[NOTE: In the event of a joint account, both First-Client and Second-Client must sign.]*



**PART 4: Arbitration Agreement**

Except for any action initiated by QQFund.com LLC (hereinafter referred to as “QQFund.com”) to collect a debit balance in the Client Account, which may be brought in a court of law, any dispute or controversy among QQFund.com and Client arising out of, or relating to, the Client Account shall be, except as provided below, resolved by arbitration in accordance with Part 166 of the regulations promulgated under the Commodity Exchange Act, as amended (“ACT”). Client agrees that any arbitrations proceeding, including the National Futures Association arbitrations, shall be adjudicated only in the dispute resolution forums whose situs is within DuPage County, Illinois State, USA. The introducer (if any), the Introducing Broker (if any), the referrer (if any), Futures Commission Merchant (FCM) or the Commodity Trading Advisor (CTA), etc. which introduced/referred the Client Account to QQFund.com and any exchange clearing member firm used directly or indirectly by QQFund.com to clear Client’s transactions is expressly made a third party beneficiary of this Arbitration Agreement. The parties agree not to seek before any arbitration forum exemplary or punitive damages. Regardless of the rules of the forum, arbitrators shall not have authority to award such damages. Client agrees that no arbitration demand arising out of or relating to the Advisory Agreement or any part or provision of the Client Account application or any transactions arising there under may be brought by Client more than one year after the cause of action arose. This time limitation may be substantially shorter than that granted by federal or state law or the arbitration rules of the National Futures Association. At such time as Client notifies QQFund.com that Client intends to submit a claim to arbitration, or at such time as QQFund.com notifies Client that QQFund.com intends to submit a claim to arbitration, Client will have the opportunity to elect a qualified forum for conducting the proceeding. Within ten (10) business days after receipt of such notice from Client or at the time QQFund.com so notifies Client, QQFund.com must provide Client with a list of three or more organizations whose procedures qualify them to conduct arbitrations in accordance with the requirements of Regulation 166.5, together with a copy of the rules of each forum listed. Client shall, within forty-five (45) calendar days after receipt of this list and notice, notify QQFund.com of the organization selected. The Client’s failure to provide such notice shall give QQFund.com the right to select an organization from the list. Any award rendered in any arbitration conducted pursuant to this Arbitration Agreement shall be final and binding on and enforceable against Client in accordance with the substantive law of the State of Illinois, USA, and judgment may be entered on any such award by any court having jurisdiction thereof.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE U.S. COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION. THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY. BY SIGNING THIS AGREEMENT YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW, AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR QQFUND.COM MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF QQFUND.COM INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 “REPARATIONS” PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 CALENDAR DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION. YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH QQFUND.COM. SEE 17 CFR 166.5.

**(A) First-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(B) Second-Client’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*[NOTE: In the event of a joint account, both First-Client and Second-Client must sign.]*