



Client Qualification Form and Agreement For Options

Account Information

Should be completed by the Primary Tax Payer, Trustee or Executor

Account Title

Ghislaine Maxwell

Ghislaine

Maxwell

Primary Account Holder First [Redacted]

Middle Name

Last Name

Marital Status: Single Married Divorced Widowed [Redacted]

Number of Dependents: 0
(if blank, Firm assumes 0)

Joint Account Holder First Name

Middle Name

Last Name

Account Ownership (select one)

- Sole Ownership Joint Ownership Trust Estate Custodian
- Guardian/Committeeman/Conservator Business Ownership (specify type): _____

Type of Trading Authority (select one, if applicable)

- Power of Attorney Home Office Discretion FA Discretionary (includes PMP)

FA Name _____

Return Objectives/Risk Tolerance

1. **Risk Tolerance:** Which of the following best characterizes your tolerance for risk in this account?
 Low Risk Some Risk Moderate Risk Moderately High Risk High Risk
2. **Investment Objectives:** What is your primary investment objective for this account?
 Produce current income (**Not valid** for Moderately High Risk or High Risk)
 Produce a combination of income and capital appreciation
 Achieve capital appreciation (emphasis on growth of capital, not income)
3. **Risk Return Objectives:** Which of the following best characterizes your risk/return objectives?
 I am primarily interested in maintaining my invested capital, and I am not prepared to accept higher fluctuations in the value of my assets (**Not valid** for Moderate, Moderately High Risk or High Risk)
 I prefer to sustain only moderate fluctuations in the value of my assets to achieve moderate returns
 In order to achieve a higher return, I am prepared to accept higher fluctuations in the value of [Redacted] assets (**Not valid** for Low Risk, Some Risk or Moderate Risk)
4. **Investment Time Frame:** What is your average expected time horizon for the investments in this account?
 Less than 3 years* 3 to 6 years (an average market cycle) 7 to 10 years
 Longer than 10 years (through several market cycles)
5. **Short Term Liquidity Needs:** Do you anticipate a need for cash in the short term from the assets in this account?
 Yes* No
6. **Investment Eligibility Consideration:** In accounts with conservative or moderate risk profiles, investment eligibility considerations help us identify whether you may be eligible to invest in certain higher risk securities as a portion of your portfolio. These investments offer additional diversification and may include complex strategies, limited liquidity and greater volatility.

 I agree that a portion of my portfolio may include investments with complex strategies, limited liquidity and greater volatility.
 Yes No

* If you have indicated Moderately High Risk or High Risk as your Risk Tolerance, achieving your investment goals may be less likely with shorter time horizons or if you anticipate needing to withdraw cash from this account in the next 12 months.

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Financial Information

For a Trust, Estate or Business account, financials should be listed under Primary Account Holder section

If you share with another person, please provide the following financial information, per individual. For example, a total net worth of \$50,000 should be split as you deem appropriate and equal 100% of the combined assets.

	Primary Account Holder	Joint Account Holder	Total
Annual Income	\$ <u>250,000</u>	\$ _____	\$ 250,000
Liquid Assets (defined as cash and marketable securities)	\$ <u>20,000,000</u>	\$ _____	\$ 20,000,000
Net Worth (Exclusive of Residence)	\$ <u>30,000,000</u>	\$ _____	\$ 30,000,000

Investment Experience and Employment Information (Primary Account Holder)

For a Trust, Estate or Business account, please fill out the information for the individual responsible for the account (e.g. trustee for a trust account).

If left blank, Firm assumes 0

Number of years investing experience with: 20 Equities 20 Bonds 5 Futures 10 Options-Buy 10 Options-Sell

Which best describes your knowledge of investments? I know very little about financial markets and market investments.
 I have a good understanding of financial markets and market investments.
 I am an experienced investor in financial markets and market investments.

Employment Status (select one):

Unemployed Retired Self-Employed Student Work in the Home

Employed - provide occupation and employer below

Founder President The TerraMar Project
 Occupation Employer

Investment Experience and Employment Information (Joint Account Holder)

Number of years investing experience with: _____ Equities _____ Bonds _____ Futures _____ Options-Buy _____ Options-Sell

Which best describes your knowledge of investments? I know very little about financial markets and market investments.
 I have a good understanding of financial markets and market investments.
 I am an experienced investor in financial markets and market investments.

Employment Status (select one):

Unemployed Retired Self-Employed Student Work in the Home

Employed - provide occupation and employer below

Occupation Employer

Trading Options

Option Transaction	Anticipated Trading	Manager Approved	Option Transaction	Anticipated Trading	Manager Approved
Covered Writing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interest Rate Options	<input type="checkbox"/>	<input type="checkbox"/>
Buy Hedged Puts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foreign Currency Options	<input type="checkbox"/>	<input type="checkbox"/>
Index Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Uncovered Options (Calls/Puts)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Buy & Covered Writing (Spreads & Purchasing Options)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cash Only	<input type="checkbox"/>	<input type="checkbox"/>
			Sell Secured Puts (T-Bill Secured in Cash Account Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Options Agreement Introduction

Throughout this Agreement, "you", "your" and "yours" refer to you as Client(s) of UBS and to each person who signs this Agreement. "UBS", "we", "us", "our" and "ours" refer to UBS Financial Services Inc. and unless we indicate otherwise, its successor firms, subsidiaries, correspondents and/or affiliates or employees, including without limitation its parent company UBS AG and its affiliates: UBS Financial Services Incorporated of Puerto Rico (which clears through UBS Financial Services Inc.), UBS Bank USA, UBS Credit Corp., UBS Trust Company, N.A., and their insurance agency affiliates and subsidiaries and all other subsidiaries and affiliates.

Important Representations

1. By signing the Client Qualification Form and Agreement for Options ("Agreement") you acknowledge and agree that:
 - a. UBS does not provide legal or tax advice.
 - b. You have received a copy of, and you have read and understand, the current version of the Characteristics and Risks of Standardized Options booklet ("Disclosure Booklet") with all applicable amendments, which explains the duties, responsibilities, and risks associated with options trading, and that you must comply with all applicable duties and responsibilities set forth in such booklet.
 - c. Your Financial Advisor has explained the risks of option trading and has advised you, in light of your financial condition and investment goals, to carefully consider whether options trading is suitable for you. You understand that this brief statement cannot cover all elements of risk and other significant aspects of trading in options, and that it will be incumbent upon you to carefully consider all options trades made in your account.
 - d. You (i) have read, understand and agree to be bound by the terms and conditions set forth in the Agreement and all other documents included therewith or otherwise completed in connection with opening the account; (ii) are certifying that the information provided in the Client Qualification Form is true and accurate, and (iii) agree to immediately notify UBS in writing of any changes to any or all of the information contained in the Client Qualification Form or any other documentation provided in connection with the opening of the account, including, but not limited to those regarding your financial situation or investment objectives.
 - e. **You understand that options may be speculative and that you may sustain a total loss of the funds deposited with UBS to buy or sell options, or to establish or maintain a position in the options market.** You understand that placing contingency orders will not necessarily limit losses to intended amounts, since market conditions may make it impossible to execute such orders.
 - f. UBS is authorized to rely on this statement in order to assure itself that you fully understand the risks associated with trading options.

Rules and Regulations

2. You are aware of and agree to be bound by the constitution, rules, regulations, by-laws, interpretations, customs, and usages of the Options Clearing Corporation ("OCC"), the Financial Industry Regulatory Authority ("FINRA"), the various exchanges or markets and clearing facilities, if any, where the transactions are executed, and all governmental statutes, rules and regulations, including those of the Securities and Exchange Commission, as currently in effect or as they may be amended, revised or supplemented. **Further, you are aware of and agree to comply with the applicable rules and regulations with regard to options trading in your home country or the equivalent.**
3. You further agree that you will not, either alone or in concert with others, violate the position or exercise limits, which the exchanges, markets or clearing facilities may set from time to time. You expressly authorize UBS, in its sole discretion, to liquidate or close out any of your option positions without notice to you and without your prior consent, if and when your open positions exceed applicable position limits to reduce such open positions to comply with such limits. You will be held solely responsible for any losses associated with such a reduction or liquidation.
4. You will not write any option on securities of an issuer of which you are an affiliate within the meaning of Rule 144 under the Securities Act of 1933 at the time of such writing, unless the securities can be sold without restriction.
5. You understand and agree that in the case of assignment of option contracts, UBS will employ the random method of allocation. In this procedure, UBS will randomly select from all customers' short option positions, including positions established on the day of assignment, those contracts which are subject to exercise. A detailed description of this method is available upon written request. You understand that American style short option positions are liable for assignment at any time, while European style short options can only be assigned at expiration.

Terms and Conditions

6. On certain trading days, trading may cease or be restricted in one or more classes of options and this may result in financial disadvantage or loss to you. agree to hold UBS, its officers, directors, and agents, harmless for this or any other loss resulting from any acts made in accordance with the constitution, rules, interpretations and policies, customs, or regulations of the exchange(s) involved or the OCC.
7. You acknowledge and understand that (i) any orders given by you or through anyone else to buy, sell or exercise options in your account may be refused by UBS in its sole discretion; (ii) we may restrict or prohibit trading of securities or other property in the account; (iii) we may revoke or cancel any accommodation or credit extended to you by us; and (iv) we may close the account at any time. You agree to indemnify and hold us harmless from and against any losses, causes of action, damages and expenses arising from, or as a result of our taking any of these actions.
8. You understand that UBS has established 4:30 p.m. Eastern time on the Friday of or before the expiration date of your option contract as the cut-off time for accepting an exercise notice from you. This cut-off time may differ from the times established by the applicable exchanges and the OCC. You are solely responsible for taking necessary action to exercise an option contract within the time frames UBS has established. Further, you are solely responsible for confirming that all exercise notices and related instructions provided to UBS are accurate and complete. UBS will not be liable for your failure to tender an exercise or if we do not receive notice of your tender before the established cut-off time.

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- 9. You understand that in-the-money options that are \$0.01 or more "in-the-money" at expiration are subject to automatic exercise, and will be exercised automatically unless UBS receives instructions to the contrary. You explicitly waive all claims for damage or loss if you fail to notify us to exercise an "in-the-money" option that is **not** subject to automatic exercise.
- 10. If you fail to make payment of any monies due to UBS for any transactions covered by this Agreement, you agree that we may sell any property held in any of your accounts and apply the proceeds of such sale on account of this indebtedness.
- 11. If you fail to make delivery of any securities due to UBS for any transactions covered by this Agreement, you agree that we may buy-in such position in your account and apply the cost of such purchase to you on account of this indebtedness.
- 12. Any and all expenses incurred by us in connection with either of these transactions may be charged to your account(s), and you agree to fully reimburse us for any such expenses.
- 13. In case of any insolvency, bankruptcy, death or attachment of your property, you agree that we may take such steps as we consider necessary to protect UBS against loss with respect to any pending options orders or positions.
- 14. This Agreement supplements the Client Relationship Agreement (including any predecessor account agreement), which is incorporated herein by reference. In the event that any specific provision of this Agreement conflicts with any provision of the Client Relationship Agreement or any other agreement between you and UBS, this Agreement shall control, except that nothing in this Agreement will diminish any of UBS' rights under the Client Relationship Agreement or any other agreement between you and UBS.
- 15. This Agreement may be assigned by UBS and will inure to the benefit of UBS's successors or assigns and shall be binding on you and your personal representatives.

Power of Attorney

16. If you have indicated that a Power of Attorney has Trading Authority on your account, you represent and warrant that you have provided authorization for one or more Agents to conduct options transactions. UBS may continue to rely on the Power of Attorney, absent receipt of written notice of its revocation.

Special Statement for Uncovered Options

17. If you have indicated intent to engage in uncovered options transactions, you understand, know and agree that:
- There are special risks associated with uncovered option writing which expose the investor to potentially significant loss. Therefore, this type of strategy may not be suitable for all customers approved for options transactions.
- a. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, may incur large losses if the value of the underlying instrument increases above the exercise price.
 - b. As with writing uncovered calls, the risk of writing uncovered put options is substantial. The writer of an uncovered put option bears a risk of loss if the value of the underlying instrument declines below exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.
 - c. Uncovered option writing is only for the knowledgeable investor who understands the risks, has the financial capacity and willingness to incur potentially substantial losses, and has sufficient liquid assets to meet applicable margin requirements. In this regard, if the value of the underlying instruments moves against an uncovered investor's options position, the investor's Financial Advisor may request significant additional margin payments. If an investor does not make such margin payments, the Financial Advisor may liquidate stock or options positions in the investor's account, with little or no prior notice in accordance with the investor's margin agreement.
 - d. For combination writing, where the investor writes both a put and a call on the same underlying instrument, the potential risk is unlimited.

Date on which Disclosure Booklet was provided: 01/22/2016

Primary Account Holder:


Ghislaine Maxwell  112216
 First Name Last Name Signature Date

Joint Account Holder:


_____ _____ _____ _____
 First Name Last Name Signature Date

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Financial Advisor:



First Name

Last Name

Signature

Date

Designated Registered Options Principal:



First

Last Name

Signature

Date

Designated Supervisor:



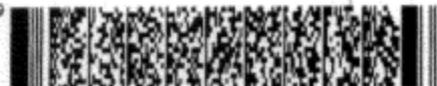
First Name

Last Name

Signature

Date

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**Alternative Investments US - Additional Subscription Form
ALPHAKEYS MILLENNIUM FUND LLC**

**Please return this form to
your Financial Advisor**

The undersigned hereby wishes to contribute additional capital to the above-named fund (the "Fund").

Please indicate amount of additional capital contribution in US\$ _____

The undersigned confirms that the amount contributed is consistent with the Fund's minimum additional investment requirements.

The undersigned acknowledges: (i) that the undersigned is making an additional capital contribution on the terms and conditions contained in the Confidential Memorandum of the Fund previously received by the undersigned, the governing documents of the Fund as currently in effect and the Subscription Agreement or Investor Application previously executed by the undersigned and accepted by the Fund (the "Investor Application"), and (ii) that the representations and warranties of the undersigned contained in the Investor Application are true and correct in all respects as of the date set forth below. In addition, the undersigned acknowledges that a placement fee of 2% of the capital contribution will be charged if the undersigned invests through a brokerage account. However, in limited circumstances the placement fee may be waived by UBS Financial Services Inc., as placement agent. This placement fee is in addition to, and will not reduce, the undersigned's capital contribution.

THE UNDERSIGNED AGREES TO NOTIFY THE FUND PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.

The investor hereby authorizes the debit of funds for the capital contribution, plus any applicable placement fee, and any applicable amount required to satisfy a tax obligation of the Fund.

By signing below the undersigned acknowledges, represents and agrees that: (a) it has carefully read and is familiar with the Investor Application and the Fund's governing documents (collectively, the "Agreements"), including the pre-dispute arbitration clause which appears in the Agreements and (b) it hereby confirms that with respect to the information maintained by UBS Financial Services Inc. regarding the undersigned's portfolio held at UBS Financial Services Inc., the investment objective and risk profile applicable to the investment in this Fund are respectively, "capital appreciation" and "aggressive" and that this objective and risk profile is applicable only to this investment and may differ from the investment goals and risk tolerance for the overall portfolio and the brokerage account in which this investment is held.

Client Signatures (please sign below):

	X 1/22/16 Date	_____ Additional Investor Signature (e.g. joint tenants)	_____ Date
	Ghislaine Maxwell Print Name	_____ Print Name of Additional Investor	

For Financial Advisors and Branch Managers

I. Investor Suitability and NFA Bylaw 1101:

- With regard to the proposed investment of the aforementioned client in the Fund, I, as Financial Advisor to the client, by signing below, certify that I have:
- informed the client of all pertinent facts relating to the liquidity and transferability of the Fund, including the obligation to maintain sufficient liquidity to meet ongoing capital calls (if the Fund has a capital call structure) on potentially short notice and that the investment may impact the client's future liquidity;
 - reasonable grounds to believe (on the basis of information obtained from the client concerning the client's age, investment objectives, investment experience, income, net worth, financial situation and needs, other investments and any other information known by me, including the attached CAI) that:
 - the Fund being subscribed for is suitable and appropriate for the client;
 - the client meets all applicable minimum income, net worth, liquid assets and other objective suitability standards;
 - the client can reasonably benefit (including realizing any intended tax benefit, if applicable) from the Fund based on the client's financial position, overall investment objectives and portfolio structure;
 - the client can bear the economic risks of the investment in the Fund;
 - the client's goals are consistent with the time frame of the investment; and
 - the client appears to have an understanding of:
 - the fundamental risks of the Fund (including that the client may lose his or her entire investment);
 - the restrictions on the liquidity and transferability of the Fund;
 - the background and qualifications of the sponsor(s) and investment manager(s) of the Fund; and
 - the tax consequences with respect to an investment in the Fund;
 - obtained a valid and duly completed Form W-9 or W-8, as applicable, or successor form thereto, signed under penalties of perjury by the client and I have properly placed such form on file pursuant to internal UBS policy; and
 - confirmed, with reasonable due inquiry, including my review of relevant account documentation, that the client's representations provided in the NFA Bylaw 1101 Certification (if applicable).

Regarding item 2(b) above, in the event that the client is an entity (such as a trust or partnership) that does not itself meet the minimum investment requirements (such as net worth) I have ascertained from the appropriate parties (such as the client's trustee or general partner) that all of the client's beneficial owners meet such requirements.

Will this investment result in the client holding more than 30% of his net worth as evidenced on CAI in Alternative Investments? Yes No

By signing below, the undersigned FA acknowledges that the undersigned knows directly of his or her own knowledge that the Fund's governing documents have been previously delivered to the investor.

II. Investor Qualification for Offshore Fund offerings only:

I have reviewed the "Country Qualifications" appendix to the Memorandum or Subscription Agreement and in any applicable supplement to the Memorandum or set forth in the instructions on the UBS intranet, and I certify that I have reasonable grounds to believe that the client is qualified, under the law of its country of residence, as described therein, to invest in the Fund. In addition, it is critical that Financial Advisors review and understand the Rules of the Road ("ROTR"), with specific focus on alternative investments, for each country in which the Financial Advisor expects to conduct cross border business and I hereby confirm that I have reviewed, understand and have complied with the applicable ROTR.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ghislaine Maxwell

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 [Redacted]

6 City, state, and ZIP code
 [Redacted]

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 [Redacted]

OR

Employer identification number
 [Redacted]

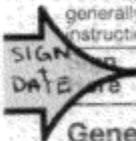
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.



Signature of U.S. person ▶

[Handwritten Signature]

Date ▶

1/22/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.