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CLEAR CHICAGO GROUP

**Customer Account Agreement  
Individual and Joint Accounts**

Clear Chicago Group  
1220 Augusta  
Suite 600  
Houston, Texas 77057

713-490-7605  
[www.clearchicagogroup.com](http://www.clearchicagogroup.com)



CLEAR CHICAGO GROUP

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## CLEAR CHICAGO GROUP

### **ANTI-MONEY LAUNDERING POLICY**

Clear Chicago Group (“Firm”) is committed to complying with U.S. statutory and regulatory requirements designed to assist the Federal Government in combating money laundering and any activity that facilitates the funding of terrorist or criminal activities, including those activities set forth in the USA PATRIOT Act, as amended from time to time (the “Act”). Under the Act, money laundering is defined as any financial transaction using income derived from criminal activity including, but not limited to, drug trafficking, fraud, illegal gambling and terrorism.

Firm has implemented the following money laundering prevention policies and procedures:

Prior to the opening of any new account, Firm shall document the identity of each prospective customer. Accounts for persons or entities from countries that do not cooperate with the Financial Action TASK Force guidelines on money laundering will be subject to a heightened level of scrutiny. Accounts in the name of, or related to, any person or entity on the Office of Foreign Asset Control (“OFAC”) Specially Designated Nationals and Blocked Persons list shall not be permitted to establish an account at Firm. Additionally, no current or former senior official of a foreign government or political party, senior executive of a foreign government-owned commercial enterprise, entity, or business formed for the benefit of such person, known family members or close associates of such person, or “foreign shell banks” shall be permitted to establish an account at Firm.

Firm shall perform reviews on account activity for evidence of suspicious transactions that may be indicative of money laundering activities. This review may, for example, include surveillance of: 1) money flows into and out of accounts; 2) the origin and destinations of wire transfers; and 3) other activity outside the normal course of business.

Firm employees shall be responsible for assisting in the efforts to uncover and report any activity that might constitute, indicate, or raise suspicions of money laundering. Firm will therefore provide continuing education and training in this area to its employees.

Should any officer, employee, or associated person of Firm have any knowledge, suspicions, or information regarding potential money laundering activities, that individual shall immediately notify the Compliance Department. The Compliance Officer shall document the reported activity, investigate fully and, if warranted, report such activity to senior management.

Firm shall comply with all trade and economic sanctions imposed by OFAC against targeted foreign countries and shall cooperate fully with government agencies, self-regulatory organizations, and law enforcement officials. As stated in the Act, Firm may supply information about former, current, or prospective customers to such bodies.

Any officer, employee, or associated person who fails to comply with Firm’s Anti-Money Laundering policies and procedures may be subject to disciplinary action, including termination of employment. Failure to comply may also expose the individual to civil and criminal penalties under the Act.



## CLEAR CHICAGO GROUP

### PRIVACY POLICY

**Clear Chicago Group (“Firm”) is committed to handling your electronic business with the highest ethical standards while providing you with better service.**

#### **Information Collection, Use, Sharing And Disclosure**

Our Internet Web Site may require customers to give us their contact information (e.g., name, email address, home address, telephone number, and profession) before accessing a particular area of the site. Also, information may be obtained in the account opening procedure. This information allows us to respond to inquiries about our products and services, process and qualify account applications, give access to valuable product information, and stay in touch with our customers. Individual customer contact information may be shared with those organizations with which Firm has a business relationship and used for internal purposes. Customers also have the option of being removed from the Firm's internal direct marketing lists.

#### **Use Of Cookies**

Firm's website, [www.clearchicagogroup.com](http://www.clearchicagogroup.com), or its advertisers may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. A cookie cannot read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. We use cookies to identify which areas of the website you have visited, so the next time you visit the site, those pages may be readily accessible. Our advertisers may also use cookies to ascertain how many times you have seen an advertisement. We may use this information to better personalize the content, banners, and promotions that you see on our site.

#### **Use Of Individual User Information**

Our site does not generate statistics regarding the specific activities of any particular customer. It does, however, produce reports on aggregated user activity for the purpose of better understanding our customers. The only personal information we capture has been specifically submitted to us by a user through the Online Account opening process or in registration forms.

#### **Links**

This site may contain links to other sites. Firm is not responsible for the security or privacy practices of, or the content of, these other sites. Likewise, Firm does not endorse any of the products or services marketed at these other sites.

#### **Security**

Our site utilizes various information security measures such as internet firewalls to protect your personal data.

#### **Contact Information**

Please contact us if you have any questions. If you wish to remove your name and related information from our direct marketing lists, we will promptly take action to comply with your request. Likewise, we are pleased to process any address or contact information change requests.

Clear Chicago Group • 1220 Augusta, Suite 600 • Houston, Texas 77057  
E-mail: [operations@clearchicagogroup.com](mailto:operations@clearchicagogroup.com)



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## CLEAR CHICAGO GROUP

### **PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government combat the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also request for a copy of your driver's license or other identifying documents as follows:

**FOR US CITIZENS:** A copy of your driver's license, passport, utility bill or similar documents.

**FOR NON-US PERSON:** A copy of your passport, driver's license, valid government issued ID card or similar documents.

**FOR ENTITIES SUCH AS CORPORATIONS OR PARTNERSHIPS:** Articles of incorporation, partnership agreements, business licenses or similar documents. We will also ask for information about the nature of the business, income source of assets, and investment objectives of each prospective customer.



CLEAR CHICAGO GROUP

**ADDITIONAL INFORMATION AND INSTRUCTIONS**

**To Apply for an Account:**

- Please sign the enclosed CFTC Risk Disclosure Statement for Futures and Options – Rules 1.55(c) and 190.10(c).
- Please sign the enclosed Customer Account Agreement – Individual and Joint Accounts.
- Please complete and sign the enclosed Individual/Joint Account Application.
- If applicable, please complete and sign the enclosed Managed Discretionary Account Authorization.
- Please complete and sign the enclosed IRS Form W-9 or IRS Form W-8BEN, as applicable.
- If applicable, please complete and sign the enclosed Additional Risk Disclosure Statement.
- To transfer an existing account, please complete and sign the Account Transfer Form.
- If applicable, please complete and sign the enclosed Account Declaration – Additional Futures Accounts form.
- If applicable, please complete and sign the enclosed Hedge Account Representation Disclosure Form.
- Please initial and sign the enclosed Electronic Trading Rules (“ETR”) form.
- Firm recommends that you sign the enclosed Arbitration Agreement, but you are not required to do so.
- Firm recommends that you complete and sign the enclosed Consent for Electronic Delivery of Confirmations and Statements form, but you are not required to do so.
- Please send a copy of your currently valid driver’s license, passport, or other government-issued picture identification, along with copies of the applicable completed and signed documents identified above, to Firm at 1220 Augusta, Suite 600, Houston, Texas 77057. If you have questions, please call Firm at 713-490-7605.

## Funding Your Account

**\*\*\*\* PLEASE NOTE \*\*\*\***

The United States statute commonly called "Patriot Act" requires that all wires received by us contain specific information stating that the wire originated from a bank account in the same name as that of your trading account with us. We cannot accept funds from third parties for your account. Funds **MUST** originate from a bank account held in the identical name as your account with us.

Examples of third party wires include:

- sending funds from another individual or company;
- sending funds from your business bank account to your personal trading account (and vice versa);
- sending funds from your trust to your personal account (and vice versa).

The only exception to this rule is if we receive funds from a securities or futures broker from an account held in your name. Please ensure that you instruct your bank to only send funds from the appropriate bank account and not from a third party account.

**PLEASE BE AWARE THAT IF YOU SEND A THIRD PARTY WIRE OF FUNDS, THOSE FUNDS MAY BE FROZEN FOR UP TO 72 HOURS AND WILL THEN BE WIRED BACK TO THE SOURCE ACCOUNT. WE ARE SORRY FOR THE INCONVENIENCE THIS MAY CAUSE YOU, BUT IT IS REQUIRED BY REGULATION.**

**\*\*\*\* PLEASE NOTE \*\*\*\***

You must make an initial minimum deposit of \$5,000 in order to trade.

As of January 1, 2004, our Anti-Money Laundering and Anti-Fraud Policy prohibits Firm from accepting personal checks or cashiers checks to open accounts or fund existing accounts. Only wire transfers of USD, EC, and GBP currencies will be accepted.

**\*\*\*\* WIRING INSTRUCTIONS \*\*\*\***

**Wire in US DOLLARS (\$) from within US:**

Bank of America, New York  
ABA Routing Number: **026009593**  
100 33rd Street West  
New York, NY 10001  
Bank Tel: (800) 294-7999  
Credit: Clear Chicago Group Customer Segregated Account  
Account Number: 5860 1297 0558

**\*\*\* PLEASE INCLUDE \*\*\***

**For Further Credit to:**

**Clear Chicago Group Account #: \_\_\_\_\_**

**Clear Chicago Group Account Holder: \_\_\_\_\_**

**(Additional Wiring Instructions for wires in U.S. Dollars from outside the United States, and wires in British Pound Sterling or Euros, are provided on the following page)**

**Wire in US DOLLARS (\$) from outside the US:**

Bank of America  
SWIFT Code: **BOFAUS3N**  
100 33rd Street West  
New York, NY 10001  
Bank Tel: (800) 294-7999  
Credit: Clear Chicago Group Customer Segregated Account  
Account Number: 5860 1297 0558

**\*\*\* PLEASE INCLUDE \*\*\***

**For Further Credit to:**

**Clear Chicago Group Account #:** \_\_\_\_\_

**Clear Chicago Group Account Holder:** \_\_\_\_\_

**Wire in BRITISH POUND STERLING (£):**

Intermediary Bank Name: Bank of America NA London  
Intermediary Bank Swift Code: BOFAGB22  
Intermediary Bank Sort Code: 16-50-50  
Beneficiary Bank Name: Bank of America Domestic Deposits 5687  
Beneficiary Bank Swift Code: **BOFAUS6SFCD**  
IBAN Number: **GB90BOFA16505095687011**  
Beneficiary Name: Clear Chicago Group  
Beneficiary Account Number: 10929-027

**\*\*\* PLEASE INCLUDE \*\*\***

**For Further Credit to:**

**Clear Chicago Group Account #:** \_\_\_\_\_

**Clear Chicago Group Account Holder:** \_\_\_\_\_

**Wire in EUROS (€):**

Intermediary Bank Name: Bank of America NA London  
Intermediary Bank Swift Code: BOFAGB22  
Intermediary Bank Sort Code: 16-50-50  
Beneficiary Bank Name: Bank of America Domestic Deposits 5687  
Beneficiary Bank Swift Code: **BOFAUS6SFCD**  
IBAN Number: **GB89BOFA16505095687029**  
Beneficiary Name: Clear Chicago Group  
Beneficiary Account Number: 10929-019

**\*\*\* PLEASE INCLUDE \*\*\***

**For Further Credit to:**

**Clear Chicago Group Account #:** \_\_\_\_\_

**Clear Chicago Group Account Holder:** \_\_\_\_\_





## CLEAR CHICAGO GROUP

### **CFTC RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS – RULES 1.55(c) AND 190.10(c)**

THE FOLLOWING STATEMENT IS FURNISHED PURSUANT TO COMMODITY FUTURES TRADING COMMISSION (“CFTC”) REGULATION 1.55(C). THIS BRIEF STATEMENT DOES NOT DISCLOSE ALL OF THE RISKS AND OTHER SIGNIFICANT ASPECTS OF TRADING IN FUTURES AND OPTIONS. IN LIGHT OF THE RISKS, YOU SHOULD UNDERTAKE SUCH TRANSACTIONS ONLY IF YOU UNDERSTAND THE NATURE OF THE CONTRACTS (AND CONTRACTUAL RELATIONSHIPS) INTO WHICH YOU ARE ENTERING AND THE EXTENT OF YOUR EXPOSURE TO RISK. TRADING IN FUTURES AND OPTIONS IS NOT SUITABLE FOR MANY MEMBERS OF THE PUBLIC. YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING IS APPROPRIATE FOR YOU IN LIGHT OF YOUR EXPERIENCE, OBJECTIVES, FINANCIAL RESOURCES AND OTHER RELEVANT CIRCUMSTANCES.

#### **FUTURES**

##### **1. EFFECT OF “LEVERAGE” OR “GEARING”**

TRANSACTIONS IN FUTURES CARRY A HIGH DEGREE OF RISK. THE AMOUNT OF INITIAL MARGIN IS SMALL RELATIVE TO THE VALUE OF THE FUTURES CONTRACT SO THAT TRANSACTIONS ARE “LEVERAGED” OR “GEARED”. A RELATIVELY SMALL MARKET MOVEMENT WILL HAVE A PROPORTIONATELY LARGER IMPACT ON THE FUNDS YOU HAVE DEPOSITED OR WILL HAVE TO DEPOSIT: THIS MAY WORK AGAINST YOU AS WELL AS FOR YOU. YOU MAY SUSTAIN A TOTAL LOSS OF INITIAL MARGIN FUNDS AND ANY ADDITIONAL FUNDS DEPOSITED WITH THE FIRM TO MAINTAIN YOUR POSITION. IF THE MARKET MOVES AGAINST YOUR POSITION OR MARGIN LEVELS ARE INCREASED, YOU MAY BE CALLED UPON TO PAY SUBSTANTIAL ADDITIONAL FUNDS ON SHORT NOTICE TO MAINTAIN YOUR POSITION. IF YOU FAIL TO COMPLY WITH A REQUEST FOR ADDITIONAL FUNDS WITHIN THE TIME PRESCRIBED, YOUR POSITION MAY BE LIQUIDATED AT A LOSS AND YOU WILL BE LIABLE FOR ANY RESULTING DEFICIT.

##### **2. RISK-REDUCING ORDERS OR STRATEGIES**

THE PLACING OF CERTAIN ORDERS (E.G., “STOP-LOSS” ORDERS, WHERE PERMITTED UNDER LOCAL LAW, OR “STOP-LIMIT” ORDERS) WHICH ARE INTENDED TO LIMIT LOSSES TO CERTAIN AMOUNTS MAY NOT BE EFFECTIVE BECAUSE MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE SUCH ORDERS. STRATEGIES USING COMBINATIONS OF POSITIONS, SUCH AS “SPREAD” AND “STRADDLE” POSITIONS MAY BE AS RISKY AS TAKING SIMPLE “LONG” OR “SHORT” POSITIONS.

## **OPTIONS**

### **3. VARIABLE DEGREE OF RISK**

TRANSACTIONS IN OPTIONS CARRY A HIGH DEGREE OF RISK. PURCHASERS AND SELLERS OF OPTIONS SHOULD FAMILIARIZE THEMSELVES WITH THE TYPE OF OPTION (I.E., PUT OR CALL) WHICH THEY CONTEMPLATE TRADING AND THE ASSOCIATED RISKS. YOU SHOULD CALCULATE THE EXTENT TO WHICH THE VALUE OF THE OPTIONS MUST INCREASE FOR YOUR POSITION TO BECOME PROFITABLE, TAKING INTO ACCOUNT THE PREMIUM AND ALL TRANSACTION COSTS.

THE PURCHASER OF OPTIONS MAY OFFSET OR EXERCISE THE OPTIONS OR ALLOW THE OPTIONS TO EXPIRE. THE EXERCISE OF AN OPTION RESULTS EITHER IN A CASH SETTLEMENT OR IN THE PURCHASER ACQUIRING OR DELIVERING THE UNDERLYING INTEREST. IF THE OPTION IS ON A FUTURE, THE PURCHASER WILL ACQUIRE A FUTURES POSITION WITH ASSOCIATED LIABILITIES FOR MARGIN (SEE THE SECTION ON FUTURES ABOVE). IF THE PURCHASED OPTIONS EXPIRE WORTHLESS, YOU WILL SUFFER A TOTAL LOSS OF YOUR INVESTMENT WHICH WILL CONSIST OF THE OPTION PREMIUM PLUS TRANSACTION COSTS. IF YOU ARE CONTEMPLATING PURCHASING DEEP-OUT-OF-THE-MONEY OPTIONS, YOU SHOULD BE AWARE THAT THE CHANCE OF SUCH OPTIONS BECOMING PROFITABLE ORDINARILY IS REMOTE.

SELLING (“WRITING” OR “GRANTING”) AN OPTION GENERALLY ENTAILS CONSIDERABLY GREATER RISK THAN PURCHASING OPTIONS. ALTHOUGH THE PREMIUM RECEIVED BY THE SELLER IS FIXED, THE SELLER MAY SUSTAIN A LOSS WELL IN EXCESS OF THAT AMOUNT. THE SELLER WILL BE LIABLE FOR ADDITIONAL MARGIN TO MAINTAIN THE POSITION IF THE MARKET MOVES UNFAVORABLY. THE SELLER WILL ALSO BE EXPOSED TO THE RISK OF THE PURCHASER EXERCISING THE OPTION AND THE SELLER WILL BE OBLIGATED TO EITHER SETTLE THE OPTION IN CASH OR TO ACQUIRE OR DELIVER THE UNDERLYING INTEREST. IF THE OPTION IS ON A FUTURE, THE SELLER WILL ACQUIRE A POSITION IN A FUTURE WITH ASSOCIATED LIABILITIES FOR MARGIN (SEE THE SECTION ON FUTURES ABOVE). IF THE OPTION IS “COVERED” BY THE SELLER HOLDING A CORRESPONDING POSITION IN THE UNDERLYING INTEREST OR A FUTURE OR ANOTHER OPTION, THE RISK MAY BE REDUCED. IF THE OPTION IS NOT COVERED, THE RISK OF LOSS CAN BE UNLIMITED.

CERTAIN EXCHANGES IN SOME JURISDICTIONS PERMIT DEFERRED PAYMENT OF THE OPTION PREMIUM, EXPOSING THE PURCHASER TO LIABILITY FOR MARGIN PAYMENTS NOT EXCEEDING THE AMOUNT OF THE PREMIUM. THE PURCHASER IS STILL SUBJECT TO THE RISK OF LOSING THE PREMIUM AND TRANSACTION COSTS. WHEN THE OPTION IS EXERCISED OR EXPIRES, THE PURCHASER IS RESPONSIBLE FOR ANY UNPAID PREMIUM OUTSTANDING AT THAT TIME.

### **ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS**

#### **4. TERMS AND CONDITIONS OF CONTRACTS**

YOU SHOULD ASK THE FIRM WITH WHICH YOU DEAL ABOUT THE TERMS AND CONDITIONS OF THE SPECIFIC FUTURES OR OPTIONS WHICH YOU ARE TRADING AND ASSOCIATED OBLIGATIONS (E.G., THE CIRCUMSTANCES UNDER WHICH YOU MAY BECOME

OBLIGATED TO MAKE OR TAKE DELIVERY OF THE UNDERLYING INTEREST OF A FUTURES CONTRACT AND, IN RESPECT OF OPTIONS, EXPIRATION DATES AND RESTRICTIONS ON THE TIME FOR EXERCISE). UNDER CERTAIN CIRCUMSTANCES, THE SPECIFICATIONS OF OUTSTANDING CONTRACTS (INCLUDING THE EXERCISE PRICE OF AN OPTION) MAY BE MODIFIED BY THE EXCHANGE OR CLEARING HOUSE TO REFLECT CHANGES IN THE UNDERLYING INTEREST.

## **5. SUSPENSION OR RESTRICTION OF TRADING AND PRICING RELATIONSHIPS**

MARKET CONDITIONS (E.G., ILLIQUIDITY) AND/OR THE OPERATION OF THE RULES OF CERTAIN MARKETS (E.G., THE SUSPENSION OF TRADING IN ANY CONTRACT OR CONTRACT MONTH BECAUSE OF PRICE LIMITS OR “CIRCUIT BREAKERS”) MAY INCREASE THE RISK OF LOSS BY MAKING IT DIFFICULT OR IMPOSSIBLE TO EFFECT TRANSACTIONS OR LIQUIDATE/OFFSET POSITIONS. IF YOU HAVE SOLD OPTIONS, THIS MAY INCREASE THE RISK OF LOSS.

FURTHER, NORMAL PRICING RELATIONSHIPS BETWEEN THE UNDERLYING INTEREST AND THE FUTURE, AND THE UNDERLYING INTEREST AND THE OPTION MAY NOT EXIST. THIS CAN OCCUR WHEN, FOR EXAMPLE, THE FUTURES CONTRACT UNDERLYING THE OPTION IS SUBJECT TO PRICE LIMITS WHILE THE OPTION IS NOT. THE ABSENCE OF AN UNDERLYING REFERENCE PRICE MAY MAKE IT DIFFICULT TO JUDGE “FAIR” VALUE.

## **6. DEPOSITED CASH AND PROPERTY**

YOU SHOULD FAMILIARIZE YOURSELF WITH THE PROTECTIONS ACCORDED MONEY OR OTHER PROPERTY YOU DEPOSIT FOR DOMESTIC AND FOREIGN TRANSACTIONS, PARTICULARLY IN THE EVENT OF A FIRM INSOLVENCY OR BANKRUPTCY. THE EXTENT TO WHICH YOU MAY RECOVER YOUR MONEY OR PROPERTY MAY BE GOVERNED BY SPECIFIC LEGISLATION OR LOCAL RULES. IN SOME JURISDICTIONS, PROPERTY WHICH HAD BEEN SPECIFICALLY IDENTIFIABLE AS YOUR OWN WILL BE PRORATED IN THE SAME MANNER AS CASH FOR PURPOSES OF DISTRIBUTION IN THE EVENT OF A SHORTFALL.

## **7. COMMISSION AND OTHER CHARGES**

BEFORE YOU BEGIN TO TRADE, YOU SHOULD OBTAIN A CLEAR EXPLANATION OF ALL COMMISSION, FEES AND OTHER CHARGES FOR WHICH YOU WILL BE LIABLE. THESE CHARGES WILL AFFECT YOUR NET PROFIT (IF ANY) OR INCREASE YOUR LOSS.

## **8. TRANSACTIONS IN OTHER JURISDICTIONS**

TRANSACTIONS ON MARKETS IN OTHER JURISDICTIONS, INCLUDING MARKETS FORMALLY LINKED TO A DOMESTIC MARKET, MAY EXPOSE YOU TO ADDITIONAL RISK. SUCH MARKETS MAY BE SUBJECT TO REGULATION WHICH MAY OFFER DIFFERENT OR DIMINISHED INVESTOR PROTECTION. BEFORE YOU TRADE, YOU SHOULD INQUIRE ABOUT ANY RULES RELEVANT TO YOUR PARTICULAR TRANSACTIONS. YOUR LOCAL REGULATORY AUTHORITY WILL BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN OTHER JURISDICTIONS WHERE YOUR TRANSACTIONS HAVE BEEN EFFECTED. YOU SHOULD ASK THE FIRM WITH WHICH YOU DEAL FOR DETAILS ABOUT THE TYPES OF REDRESS AVAILABLE IN BOTH YOUR HOME JURISDICTION AND OTHER RELEVANT JURISDICTIONS BEFORE YOU START TO TRADE.

## **9. CURRENCY RISKS**

THE PROFIT OR LOSS IN TRANSACTIONS IN FOREIGN CURRENCY-DENOMINATED CONTRACTS (WHETHER THEY ARE TRADED IN YOUR OWN OR ANOTHER JURISDICTION) WILL BE AFFECTED BY FLUCTUATIONS IN CURRENCY RATES WHERE THERE IS A NEED TO CONVERT FROM THE CURRENCY DENOMINATION OF THE CONTRACT TO ANOTHER CURRENCY.

## **10. TRADING FACILITIES**

MOST OPEN-OUTCRY AND ELECTRONIC TRADING FACILITIES ARE SUPPORTED BY COMPUTER-BASED COMPONENT SYSTEMS FOR THE ORDER-ROUTING, EXECUTION, MATCHING, REGISTRATION OR CLEARING OF TRADES. AS WITH ALL FACILITIES AND SYSTEMS, THEY ARE VULNERABLE TO TEMPORARY DISRUPTION OR FAILURE. YOUR ABILITY TO RECOVER CERTAIN LOSSES MAY BE SUBJECT TO LIMITS ON LIABILITY IMPOSED BY THE SYSTEM PROVIDER, THE MARKET, THE CLEARING HOUSE AND/OR MEMBER FIRMS. SUCH LIMITS MAY VARY; YOU SHOULD ASK THE FIRM WITH WHICH YOU DEAL FOR DETAILS IN THIS RESPECT.

## **11. ELECTRONIC TRADING**

TRADING ON AN ELECTRONIC TRADING SYSTEM MAY DIFFER NOT ONLY FROM TRADING IN AN OPEN-CRY MARKET BUT ALSO FROM TRADING ON OTHER ELECTRONIC TRADING SYSTEMS. IF YOU UNDERTAKE TRANSACTIONS ON AN ELECTRONIC TRADING SYSTEM, YOU WILL BE EXPOSED TO RISK ASSOCIATED WITH THE SYSTEM INCLUDING THE FAILURE OF HARDWARE AND SOFTWARE. THE RESULT OF ANY SYSTEM FAILURE MAY BE THAT YOUR ORDER IS EITHER NOT EXECUTED ACCORDING TO YOUR INSTRUCTIONS OR IS NOT EXECUTED AT ALL.

## **12. OFF-EXCHANGE TRANSACTIONS**

IN SOME JURISDICTIONS, AND ONLY THEN IN RESTRICTED CIRCUMSTANCES, FIRMS ARE PERMITTED TO EFFECT OFF-EXCHANGE TRANSACTIONS. THE FIRM WITH WHICH YOU DEAL MAY BE ACTING AS YOUR COUNTERPARTY TO THE TRANSACTION. IT MAY BE DIFFICULT OR IMPOSSIBLE TO LIQUIDATE AN EXISTING POSITION, TO ASSESS THE VALUE, TO DETERMINE A FAIR PRICE OR TO ASSESS THE EXPOSURE TO RISK. FOR THESE REASONS, THESE TRANSACTIONS MAY INVOLVE INCREASED RISKS. OFF-EXCHANGE TRANSACTIONS MAY BE LESS REGULATED OR SUBJECT TO A SEPARATE REGULATORY REGIME. BEFORE YOU UNDERTAKE SUCH TRANSACTIONS, YOU SHOULD FAMILIARIZE YOURSELF WITH APPLICABLE RULES AND ATTENDANT RISKS.

**CFTC RISK DISCLOSURE STATEMENT PURSUANT TO CFTC RULE 190.10(C) FOR NON-CASH MARGIN:**

THIS STATEMENT IS FURNISHED TO YOU BECAUSE RULE 190.10(C) OF THE COMMODITY FUTURES TRADING COMMISSION REQUIRES IT FOR REASONS OF FAIR NOTICE UNRELATED TO THIS COMPANY'S CURRENT FINANCIAL CONDITION:

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING RISK DISCLOSURE STATEMENTS PURSUANT TO CFTC RULES 1.55(C) AND 190.10(C)

\_\_\_\_\_  
PRINT YOUR NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
YOUR SIGNATURE

\_\_\_\_\_  
PRINT NAME OF JOINT OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOINT OWNER SIGNATURE

THIS RISK DISCLOSURE STATEMENT WAS ADOPTED BY THE COMMODITY FUTURES TRADING COMMISSION, AN AGENCY OF THE FEDERAL GOVERNMENT. THE CFTC REQUIRES THAT YOU ACKNOWLEDGE YOUR UNDERSTANDING OF THIS STATEMENT BEFORE YOU OPEN AN ACCOUNT. THEREFORE, WE URGE YOU TO READ THE STATEMENT CAREFULLY. PLEASE INFORM OUR CUSTOMER SERVICE DEPARTMENT IF ANYONE TELLS YOU NOT TO READ THIS STATEMENT OR IF YOU HAVE QUESTIONS THAT HAVE NOT BEEN ANSWERED.



CLEAR CHICAGO GROUP

## **ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT**

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

### **DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS**

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

### **RISKS ASSOCIATED WITH SYSTEM FAILURE**

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

### **SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING**

Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

## **LIMITATION OF LIABILITY**

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



## **CUSTOMER ACCOUNT AGREEMENT**

**In consideration of Clear Chicago Group's ("Firm") acting as broker for the purpose of effecting transactions in domestic and foreign futures contracts or options on domestic and foreign futures contracts (hereinafter collectively referred to as "Contracts") for the customer listed on the signature page attached hereto ("Customer"), Firm and Customer agree as follows (the "Agreement"):**

### **1. Authorization to Trade**

Firm is authorized to purchase and sell futures contracts and options on futures contracts for Customer's account in accordance with Customer's oral or written instructions. Unless instructed by Customer to the contrary in writing, Firm is authorized to execute all orders on such recognized contract markets as Firm deems appropriate. Customer agrees that Customer is fully responsible for making all final decisions as to transactions effected for Customer's account. Customer is aware of and is willing and able to assume the substantial financial risks of trading futures contracts and/or options on futures contracts.

### **2. Applicable Rules and Regulations**

Any and all transactions effected hereunder shall be subject to (i) the Commodity Exchange Act, as amended (the "CEA"), and all rules, regulations and interpretations promulgated thereunder, (ii) the constitution, by-laws, rules, interpretations and customs of any applicable exchange or contract market and its clearing organization, if any (each of which is referred to as an "Exchange"), (iii) any other applicable federal, state and foreign laws, and (iv) the regulations of all applicable federal, state, foreign and self-regulatory agencies. All transactions also shall be subject to Firm's procedures and policies, in effect from time to time, with respect to the operation and maintenance of Customer accounts.

### **3. Margin**

Customer shall provide to and maintain with Firm margin in such amounts and in such form as Firm, in its sole discretion, from time to time may determine. Such margin requirements established by Firm may exceed the margin required of Firm by an exchange. Firm may change margin requirements in its sole discretion at any time. If Firm determines that additional margin is required, Customer agrees to deposit with Firm such additional margin when and as required and demanded by Firm, and will promptly meet all margin calls in such manner as Firm shall designate in its sole discretion. Notwithstanding any demand for additional margin, Firm at any time may proceed to liquidate the positions in Customer's account if Firm, in its sole discretion, deems such action necessary for its protection, and any failure to proceed shall not be deemed a waiver of any rights by Firm. Firm shall not be liable to Customer for the loss of any margin deposit that is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization, or similar entity.

### **4. Commissions and Fees**

Customer agrees to pay such commission rates as Firm may from time to time charge, as well as all other costs and fees (including, without limitation, fees imposed by the National Futures Association ("NFA")),



exchanges or other regulatory or self-regulatory organizations) arising out of Firm's provision of services hereunder. Firm may change its commissions, charges and/or fees without notice. Customer agrees to pay all such charges as they are incurred. Customer hereby authorizes Firm to withdraw the amount of any such charges from Customer's account. In the event Customer instructs Firm to transfer open positions, funds and/or property from Customer's account to another futures commission merchant, Customer agrees to pay a transfer fee in an amount designated by Firm.

## **5. Collateral**

All funds, securities, futures contracts, option contracts and other property of Customer that Firm may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person), or that may at any time be in Firm's possession or control or carried on Firm's books for any purpose, including safekeeping, are to be held by Firm as security and subject to a general lien and right of setoff against liabilities of Customer to Firm whether or not Firm has made advances in connection with such property. Customer hereby grants to Firm the right to pledge, re-pledge, hypothecate, sell or purchase, invest or loan, either separately or with the property or other customers, to himself or to others, any property of Customer held by Firm as margin or collateral. Firm shall at no time be required to deliver to Customer the identical property delivered to or purchased by Firm for Customer's account. The rights of Firm are subject to the applicable requirements for the segregation of customer funds and property under the CEA.

## **6. Delivery and Exercise Instructions**

- (a) Prior to the last trading day in the case of positions in open futures and options, or at such earlier time as Firm may reasonably require, Customer agrees to give Firm instructions either to liquidate or to make or take delivery under such futures contracts, or to liquidate, exercise or allow the expiration of such options. Customer shall furnish Firm with sufficient funds to take delivery pursuant to, or to exercise and provide initial margin for, any such Contract and/or deliver to Firm any documents or property required to be delivered by Customer under any such Contract at such time and in such manner as may be required by Firm.
- (b) Customer understands that some exchanges and clearing houses have established cut-off times for the tender of exercise instructions and that an option will become worthless if instructions are not delivered before such expiration time. Customer also understands that certain exchanges and clearing houses automatically will exercise some "in-the-money" options unless instructed otherwise. Customer acknowledges full responsibility for taking action either to exercise or to prevent the exercise of an option contract, as the case may be. Firm is not required to take any action with respect to an option contract, including without limitation any action to exercise a valuable option prior to its expiration date or to prevent the automatic exercise of an option, except upon Customer's express instructions. Customer further understands that Firm has established exercise cut-off times that may be different from the times established by exchanges and clearing houses.
- (c) Customer also understands that (i) all short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned, and (ii) exercise assignment notices are allocated randomly from among all Firm customers' short options positions that are subject to exercise. A more detailed description of Firm's allocation procedure is available upon request.

## **7. Floor Brokers and Clearing Brokers**

Firm, for and on behalf of Customer, may in its sole discretion select unaffiliated executing brokers or floor brokers to effect transactions on Customer's behalf. Further, on exchanges where Firm is not a clearing member, Firm may utilize affiliated or unaffiliated clearing brokers to clear trades on Customer's behalf.

## **8. Foreign Exchange Risk**

In the event that Customer enters into any Contract on an Exchange on which such transactions are effected in a foreign currency, Customer acknowledges and agrees that (a) any profit or loss resulting from such transactions may be affected by fluctuations in the exchange rate for such currency and any such profit or loss shall be for Customer's account and risk; and (b) unless another currency is designated in the confirmation for such transaction, all margin deposits for such Contract and any debt or credit made in Customer's account(s) as a result of liquidating such Contract shall be in United States dollars at a rate of exchange determined by Firm in a commercially reasonable manner based upon the then-prevailing money market rates of exchange for such foreign currency. Unless Customer instructs Firm otherwise, monies Customer deposits with Firm in currency other than U.S. dollars and unrealized profits in currency other than U.S. dollars are not intended to margin, guarantee or secure transactions on United States contract markets.

## **9. Indemnification and Limitation of Liability**

- (a) CUSTOMER AGREES TO INDEMNIFY FIRM AND HOLD FIRM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY FIRM BECAUSE ANY OF THE CUSTOMER'S REPRESENTATIONS AND WARRANTIES SHALL NOT BE TRUE AND CORRECT OR THE AGREEMENTS MADE HEREIN BY CUSTOMER SHALL NOT BE FULLY AND TIMELY PERFORMED. CUSTOMER ALSO AGREES TO PAY PROMPTLY TO FIRM ALL DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY FIRM IN THE ENFORCEMENT OF ANY OF THE PROVISIONS OF THIS AGREEMENT.
- (b) FIRM SHALL NOT BE LIABLE FOR, AND CUSTOMER SHALL INDEMNIFY FIRM AND HOLD IT HARMLESS FROM, ANY LOSS, LIABILITY, EXPENSE, FINE OR TAX INCURRED IN CONNECTION WITH CUSTOMER'S ACCOUNT(S) AND/OR ANY TRANSACTIONS EFFECTED THEREUNDER DIRECTLY OR INDIRECTLY BY ANY EVENTS BEYOND FIRM'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY (I) GOVERNMENTAL, JUDICIAL, EXCHANGE OR OTHER SELF-REGULATORY ORGANIZATION ACTION OR ORDER, (II) SUSPENSION OR TERMINATION OF TRADING, (III) BREAKDOWN OR FAILURE OF TRANSMISSION OR COMMUNICATION FACILITIES, (IV) FAILURE OR DELAY BY ANY EXCHANGE TO ENFORCE ITS RULES OR TO PAY OR RETURN ANY AMOUNTS OWED TO FIRM WITH RESPECT TO ANY CONTRACTS EFFECTED ON BEHALF OF CUSTOMER'S ACCOUNTS OR (V) STRIKES, WAR OR ACTS OF TERRORISM. IN NO EVENT SHALL FIRM BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES

## **10. Trading Recommendations**

Customer acknowledges and agrees that (a) it retains full responsibility for all trading decisions with regard to Customer's account and Firm is responsible only for the execution, clearing, and carrying of transactions in such account, (b) Firm has no responsibilities or obligations regarding any conduct, action, omission, representation or statement of any introducing firm, commodity trading advisor or other third party in

connection with Customer's funds and Customer's account or any transaction therein, (c) any advice provided by Firm with respect to any Contract is incidental to its business as a futures commission merchant and such advice shall not serve as the primary basis for any decision by or on behalf of Customer with respect to any Contract, (d) Firm makes no representation as to the reliability, accuracy or completeness of such advice or any information on which it is based, and (e) Firm and its directors, officers, employees and agents may take or hold positions in, or advise other customers with respect to, Contracts that are the subject of advice furnished by Firm to Customer, and such positions or advice may be inconsistent with any advice to Customer. Firm makes no representation, warranty, or guaranty with respect to the tax consequences of Customer's transactions.

## **11. Position Limits**

Firm shall have the right to limit the size of open positions (net or gross) that Customer may carry with Firm at any time, to require Customer to reduce open positions carried with Firm and to refuse acceptance of orders to establish new positions whether or not such refusal, reduction or limitation is required by applicable law. Customer will not knowingly, either alone or in concert with others, allow his open position with Firm and other brokers to exceed any position or exercise limit of any applicable domestic or foreign contract market with respect to any Contract unless Customer has obtained an exemption from such limit and has provided Firm with a copy thereof. When required pursuant to the rules of any such contract market, Customer will file an application with such contract market requesting authorization for Customer to exceed any such position limit. If the rules of the relevant contract market require Firm to apply for the increased position, Firm, in its sole discretion, may make such application if requested to do so by Customer provided that Customer has provided Firm with relevant information necessary to file such application. Customer represents and warrants that such information will be accurate and complete. Customer will promptly advise Firm if it is required to file reports of its positions with the Commodity Futures Trading Commission ("CFTC") or any other similar domestic or foreign regulatory authority.

## **12. Conclusiveness of Confirmations and Statements**

Oral reports of the execution of orders, written confirmations, and statements of account rendered by Firm to Customer shall be conclusive and final unless Customer notifies Firm to the contrary in writing. Such notice shall be given by Customer (a) in the case of an oral report, at the time the report of execution is given to Customer; (b) in the case of a written confirmation, within two business days after the confirmation was sent; and (c) in the case of a statement of account, within five business days after the statement was sent.

## **13. Communications**

Reports, statements, notices and any other communications may be transmitted to Customer at the address given in the Account Application, or to such other address as Customer may from time to time designate in writing. All communications so sent, whether by mail, fax, air courier, messenger, email, internet access, or otherwise, shall be deemed transmitted when deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Customer, whether actually received by Customer or not.

## **14. Termination; Modification**

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by an authorized officer of Firm. No waiver or amendment of this Agreement shall be implied from any course of dealing between the parties or from any failure by Firm or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions contrary to the terms of this Agreement shall be recognized or enforceable. This Agreement shall continue in effect until terminated and may be terminated by Customer at any time when Customer has no positions and no liabilities held by or owed to Firm or at any time whatsoever by Firm; provided, however, that any such termination shall

not affect any transactions theretofore entered into prior to termination and shall not relieve either party of any obligations in connection with any debit or credit balance or other liability or obligation incurred prior to such termination.

## **15. Liquidation**

In the event of (a) the death or judicial declaration of incompetency of Customer, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, by or against Customer, or any one of the Customers if this is a joint account, (c) the filing of an attachment against any of Customer's accounts carried by Firm, (d) insufficient margin as determined by Firm in its sole discretion, or Firm's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account, or (e) any other circumstances or developments that Firm deems to require action necessary for its protection, Firm is hereby authorized, according to its judgment and in its sole discretion, to take one or more or any portion of the following actions: (1) satisfy any obligation Customer may have to Firm, either directly or by way of guaranty or suretyship, out of any of Customer's funds or property in the custody or control of Firm; (2) sell any or all futures contracts, commodities, or securities held or carried for Customer or purchase any or all futures contracts, commodities or securities held or carried as a short position for Customer; and (3) cancel any or all outstanding orders, contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice or advertisement to Customer, his personal representatives, agents heirs, executors, administrators, legatees, or assigns, and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidating Customer's long or short position, Firm, in its sole discretion may sell or purchase in the same contract month or initiate new long or short positions in order to establish a spread or straddle that in Firm's judgment may be necessary or advisable to protect existing positions in Customer's account. Any sales or purchases hereunder may be made according to Firm's judgment and at its discretion on any exchange or other market where such business is then usually transacted or at public auction or at private sale, and Firm may purchase the whole or any part thereof free from any right of redemption. It is understood that, in all cases, a prior demand, call, or notice of the time and place of a sale or purchase shall not be considered a waiver of Firm's right to sell or buy without demand or notice as herein provided. Customer at all times shall be liable for the payment of any debit balance upon demand by Firm, and shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Firm or by Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to Firm, Customer promptly shall pay, upon demand, the deficit and all unpaid liabilities, together with interest thereon and all costs of collection including reasonable attorneys' fees. Customer agrees to pay all expenses, including attorneys' fees, incurred by Firm to collect any debit balances in Customer's account or to defend against any claim or suit Customer may bring against Firm in which Firm prevails.

## **16. Customer Representations**

Customer represents that the information contained in the Account Application is true, correct, and not misleading in any respect, and agrees that it will promptly notify Firm in writing if any of the information or representations contained in the Account Application materially changes or ceases to be true and correct in any material respect. Customer and the representative of Customer signing this application further represents that such representative is of legal age and sound mind and that, except as disclosed in writing to Firm, no one except Customer has an interest in any account or accounts carried for Customer by Firm. Customer further represents that it is not an employee, a corporation in which any exchange owns a majority of the capital stock, any member of any exchange, any firm registered on any exchange, a futures commission merchant, a introducing broker, or any bank, trust, or insurance company. In the event that Customer at any times becomes such a member, firm, merchant, broker, bank trust or insurance company, it will promptly notify Firm in writing

of such change of status. Customer further represents that it has full power and authority to enter into this Agreement and to engage in transactions in futures contracts of the kind contemplated herein and that execution of this Agreement, performance of duties hereunder, and the trading of futures contracts by Customer are not prohibited by any law, rule, regulation, agreement or otherwise.

## **17. Separability**

If any provision of this Agreement is or at any time becomes inconsistent with any present or future federal, state or foreign law, or any rule or regulation of any foreign or domestic exchange or other contract market, self-regulatory organization, domestic or foreign sovereign government or regulatory body thereof, and if any of these authorities have jurisdiction over the subject matter of this Agreement, the inconsistent provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this Agreement shall continue and remain in full force and effect.

## **18. Governing Law; Jurisdiction**

- (a) This Agreement is made under and shall be governed by the law of the State of Illinois (without reference to choice of law doctrine) in all respects, including construction, validity, performance and enforcement.
- (b) Each party agrees that any civil action, arbitration or other legal proceeding between Firm or its employees or associated persons, on one hand, and Customer, on the other hand, arising out of or relating to this Agreement or Customer's account shall be brought, heard and resolved only by a tribunal located in Chicago, Illinois, and Customer hereby waives the right to have such proceeding transferred to any other location. In addition, Customer hereby waives trial by jury in any such action or proceeding. No action, regardless of form, arising out of or relating to this Agreement or transactions hereunder may be brought by Customer more than one year after the cause of action arose; provided, however, that any action brought under the provisions of Section 14 of the Commodity Exchange Act may be brought at any time within two years after the cause of action accrues. Customer hereby submits and consents to personal jurisdiction in any state or federal court in Chicago, Illinois and appoints and designates Firm (or any other party whom Firm may from time to time hereinafter designate) as Customer's true and lawful attorney-in-fact and duly authorized agent for service of legal process, and agrees that service of such process upon Firm or such other party shall constitute personal service of such process upon Customer; provided, that Firm or such other party shall, within five days after receipt of any such process, forward the same by air courier or by certified or registered mail, together with all papers affixed thereto, to Customer at Customer's last known mailing address.

## **19. Successors; Binding Effect; Assignment**

This Agreement supercedes and replaces any and all prior futures and options customer account agreements between Firm and Customer. This Agreement shall inure to the benefit of and be binding on each of the parties and their respective permitted successors and assigns. This Agreement and the obligations of Customer hereunder may not be assigned or delegated by Customer without prior written consent of Firm and any purported assignment or delegation without such consent shall be void. Customer hereby ratifies all transactions with Firm effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

## **20. Consent to Cross Transactions**

This consent is being provided in order to comply with exchange rules regarding cross trade procedures and the execution of trades in which a floor broker or brokerage firm may be directly or indirectly involved as a principal to a transaction on any exchange that, from time to time, adopts rules requiring customer consent for these transactions. Customer hereby consents that Firm, its agents, and floor brokers handling Firm orders, may, without prior notice, execute Customer's orders in which Firm, its directors, officers, employees, agents, or the floor broker, may directly or indirectly become the buyer to Customer's sell order or the seller to Customer's buy order, provided that such executions are made in accordance with exchange rules and any applicable provisions of the CEA or regulations of the CFTC. This consent shall be continuous and remain in effect until revoked in writing by Customer.

## **21. Joint Account Provisions**

- (a) If this account is held by more than one person, all of the joint holders are jointly and severally liable to Firm for any and all obligations arising out of transactions in the account and agree to be bound by all terms and conditions of this Agreement. Firm is authorized to accept instructions and to send confirmations to any one of the joint owners, and the Customer hereby further appoints any and all of said joint owners as Customer's agent for receipt of confirmations and hereby waives any right to receive confirmations otherwise. Any one or more of the joint owners shall have full authority for the account and risk in the name of the joint account.
- (b) If this account is a joint account, in the event of the death of any of the Customers, the survivor(s) shall immediately give Firm written notice thereof, and Firm, before or after receiving such notice, may take such action, institute such proceedings, require such papers, retain such portion of the account, and restrict transactions in the account as Firm may deem advisable to protect Firm against any tax, liability, penalty, or loss under any present or future laws or otherwise. The estate(s) of any of the Customers who shall have died shall be liable, and the survivor(s) shall continue to be liable, to Firm for any debit balance or loss in the account in any way resulting from the completion of transactions initiated prior to the receipt by Firm of the written notice of the death of the decedent, or incurred in the liquidation of the account, or the adjustment of the interests of the respective parties.
- (c) If this account is held by tenants in common, then, in the event that the account is closed or upon receipt of a certified document evidencing death or legal incapacity of any tenant, the account shall be divided in equal shares unless Firm is otherwise given a written notice, signed by all tenants in common, of the amounts to be distributed to the tenants in common.
- (d) If this account is held by the parties as joint tenants with rights of survivorship, then, upon receipt of a certified document evidencing death or legal incapacity of one of the parties, the

remaining party or parties shall continue this account in their name as sole or joint owners (as the case may be) with all the terms and conditions of said account continuing in full force and effect.

## **22. Agent Not Principal**

Customer understands that Firm acts as agent and not as principal for Customer's commodity futures and commodity options transactions that are effected on exchanges. Consequently, Firm does not guarantee the performance of the obligations of any party to the futures or options contracts purchased and/or sold by Customer.

## **23. Tape-Recording**

Customer acknowledges and agrees that Firm may tape-record any and all telephone calls from or to Customer concerning Customer's account and that such tape-recording may be done in the regular course of business without further notice to Customer. Customer hereby agrees and consents to such recording and waives any right Customer may have to object to the admissibility into evidence of such recording in any legal proceeding between Customer and Firm or in any other proceeding to which Firm is a party or in which Firm's records are subpoenaed or ordered to be produced or divulged.

## **24. Arbitration Agreement (Optional – Appendix A)**

If Customer agrees to submit any disputes with Firm to binding arbitration, Customer should sign the Arbitration Agreement attached hereto as Appendix A.

## **25. Electronic Delivery of Confirmations and Statements (Optional – Appendix B)**

If Customer consents to having all confirmations and statements from Firm delivered to it by electronic media (e.g., e-mail or facsimile) rather than by means of hard copy mailing, Customer should sign the Consent attached hereto as Appendix B.

## **26. Electronic Trading Agreement**

THIS AGREEMENT SHALL APPLY TO ALL STATEMENT REVIEWS; INTERNET TRADING AND ELECTRONIC ORDER ENTRY AND REPORTS; MARKET, TRADING AND GENERAL INFORMATION INCLUDING QUOTES, CHARTS, NEWS, AND SYSTEM INFORMATION; ALL CLEARING AND BACK OFFICE FUNCTIONS AND SERVICES; ALL SOFTWARE PROVIDED BY FIRM TO CUSTOMER ("SOFTWARE"); THE FIRM WEB SITE; AND ANY OTHER SERVICES THAT MAY BE ADDED FROM TIME TO TIME (COLLECTIVELY REFERRED TO HEREIN AS "THE SYSTEM"). ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS CONTAINED HEREIN SHALL APPLY TO THE SYSTEM REGARDLESS OF WHETHER OR NOT THE SYSTEM, OR ANY PART THEREOF, WAS DEVELOPED OR IS SERVICED OR SUPPORTED BY FIRM. USE OF THE SYSTEM, OR CUSTOMER'S SIGNED ACKNOWLEDGEMENT, INDICATES CUSTOMER'S UNQUALIFIED ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT. FIRM IS WILLING TO PROVIDE THE SYSTEM TO CUSTOMER ONLY IF CUSTOMER AGREES TO BE BOUND BY THE FOLLOWING TERMS.

- (a) Some of the information available on the System will be provided by Firm, and some will be provided by various independent sources ("Information Providers"). Customer acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the information concerning Customer's trading and account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be added from time to time

(collectively referred to as the “Information”), is not guaranteed by either Firm or the Information Providers. Customer agrees that in no event shall Firm, any of its affiliates, or the Information Providers have any liability for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or taken by Customer in reliance upon the Information or the System, or for any interruption of any Information provided by the System, or for any aspect of the System. In addition, some of the Information may be supplied by futures exchanges through Information Providers, and this material is for informational purposes only. The exchanges do not represent that the Information selected for display is comprehensive, complete, certified or accurate; do not intend to, and do not, in any country, directly or indirectly, solicit business or offer any contract to any person through the medium of this Information; or accept any responsibility or liability for enabling the Customer to link to another site on the World Wide Web, for the contents of any other site, or for any consequence that results from acting upon the contents of another site.

- (b) Customer understands that technical problems or other conditions may delay or prevent Customer from entering or canceling an order on the System, or likewise may delay or prevent Firm from executing or clearing an order on the System. Neither Firm, nor any of its affiliates, shall be liable for, and Customer agrees not to hold or seek to hold Firm, or any of its affiliates, liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures and malfunctions, system access issues, system capacity issues, high Internet traffic demand or other Internet related problems, security breaches, theft and other unauthorized access, and any other similar computer problems and defects, as well as severe weather, earthquakes, floods and strikes, other labor problems, or other acts of God in connection with the use or attempted use of the System. Firm does not represent, warrant or guarantee that Customer will be able to access or use the System at times or locations of Customer’s choosing, or that Firm will have adequate capacity for the System as a whole or in any particular geographic location. Firm does not represent, warrant or guarantee that the System will provide uninterrupted and error free service. Firm does not make any warranties or guarantees, express or implied, with respect to the System or its content, including without limitation, warranties of quiet enjoyment, noninfringement, title, merchantability or fitness for a particular purpose, and merchantability for computer problems and for informational content. Firm does not guarantee or warrant that the System will be free from infection, viruses, worms, trojan horses or other code that manifests contaminating or destructive properties. Neither Firm, nor any of its affiliates, shall be liable to Customer for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by Firm’s or Customer’s use of, or reliance on, the System or its content, or in otherwise performing its obligations under or in connection with this Agreement. In no event will Firm or any of its affiliates be liable to Customer or any third party for any punitive, consequential, incidental, special, indirect (including lost profits and trading losses and damages) or similar damages, even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions the liability of Firm shall be limited in accordance with this Agreement to the extent permitted by law. Firm reserves the right to suspend service and deny access to the System without prior notice during scheduled or unscheduled system maintenance or upgrading.
- (c) Customer acknowledges that all orders placed through the System are at Customer’s sole risk. Customer further acknowledges that Customer’s orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading system, if applicable), that there may be minimum equity requirements and limits set by each exchange as to the maximum number of allowable contracts for orders processed through the System, that current limits are subject to



change, that contingency orders may not be accepted, and that the online direct order placement service may be suspended on a contract's last trading day. Customer understands that orders that he sends directly to the trading floors or an electronic trading system may be reviewed by an order desk, and if Customer fails to meet the requirements, Customer's order may be refused. Customer further understands that it may be restricted from use of or refused access to the System at any time, and that Firm reserves the right to require a margin deposit prior to the execution of any order placed through the System, or as otherwise required by Firm's margin policy. In the event that there is a restriction on Customer's account, or that Customer fails to make a margin deposit as required, neither Firm, nor any of its affiliates, shall be responsible for any delay or failure to provide the System, including the ability to execute an order.

- (d) Although the System may provide access to numerous recommendations about how to invest and what to buy, none of these recommendations shall be deemed to be endorsed by Firm. Firm does not recommend any investment advisory service or product, nor does Firm offer any advice regarding the nature, potential value, or suitability of any particular transaction or investment strategy. **NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS A SOLICITATION OR RECOMMENDATION TO BUY OR SELL ANY INSTRUMENT OR ENGAGE IN ANY TRANSACTION.**
- (e) Upon approval of Customer's account, Firm will provide Customer with an individual password and Customer identification code ("Access Codes"). The Access Codes are intended to enable Customer to access Customer's account and to enter buy and sell orders for Customer's account through the System, and therefore, Customer must maintain the confidentiality, and prevent the unauthorized use, of the Access Codes at all times. Customer accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into the System using the Access Codes and changes in Customer account information that are entered through use of the Access Codes. Customer hereby authorizes Firm and any party claiming through Firm to rely upon any information or instructions set forth in any data transmission using the assigned Access Codes, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the System. Customer accepts full responsibility for monitoring Customer's account(s) with Firm. In the event that Customer becomes aware of any loss, theft or unauthorized use of Customer's Access Codes, Customer shall notify Firm IMMEDIATELY. In addition, Customer shall notify Firm IMMEDIATELY upon discovering that Customer has failed to receive any statement, confirmation or other communication from Firm.
- (f) Firm grants to Customer, and Customer accepts from Firm, a non-exclusive and non-transferable license to use the System solely for the purposes provided herein and subject to any other agreements in effect between Customer and Firm. Customer agrees that it shall take reasonable steps to protect, and shall not use, publish or disseminate, the information made available or accessible through the use of the System, including without limitation the Information, Access Codes, and Software, using methods at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than a reasonable standard, during the term of this Agreement and for a period of five (5) years following the expiration, termination, discontinuance or cancellation of this Agreement and shall prevent the duplication or disclosure of such information. Any and all materials that Firm provides to Customer in connection with the System, including without limitation all Information, Access Codes, and Software, together with all modifications and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto are the property of Firm, Firm's licensors, its successors and assigns, the Information Providers, or other

third parties, and are intended for Customer's sole and individual use. Customer shall not reproduce, modify, prepare derivative works of, retransmit, disseminate, sell or distribute such materials in any manner without the express written consent of both Firm and the relevant owner. In addition, Customer shall not permit any other person access to the System. Customer further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that Customer prints or downloads from the System. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, noninfringement and title.

- (g) Customer agrees that its use of the System is at Customer's own risk. Customer shall be responsible for providing and maintaining the means by which he accesses the System, which may include, without limitation, personal computer, modem and telephone, or other access line. Customer shall be responsible for all access and services fees necessary to connect to the System and assumes all charges incurred in accessing the System. Customer further assumes all risks associated with the use and storage of information on Customer's personal computer.
- (h) **Customer hereby assumes sole responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the System. Customer shall indemnify and hold harmless Firm and its affiliates from any and all consequential, incidental, special, punitive, or indirect damages (including lost profits, trading losses and damages) resulting from, arising out of or relating to such information, whether authorized or unauthorized.** In the event any inaccurate, incomplete or incorrect information relating to Customer is communicated to Firm, whether or not through the System, or in the event the Customer determines that the System includes inaccurate, incomplete or incorrect information relating to Customer, Customer covenants that it shall notify Firm IMMEDIATELY. Customer also covenants that it shall notify Firm IMMEDIATELY if (a) an order has been placed through the System and Customer has not received an order number; (b) an order has been placed through the System and Customer has not received an accurate acknowledgement (whether through hard copy, electronic, or oral means) of the order or of its execution; or (c) Customer has received acknowledgement (whether through hard copy, electronic or oral means) of an execution for any order that Customer did not place; or any other conflict similar to those stated herein. Customer agrees and acknowledges that Firm shall be entitled to rely upon any oral, written or electronic communications, whether in tangible or intangible form, received from Customer.
- (i) Customer hereby covenants and agrees that Customer shall use the System only for the purpose of placing orders for futures contracts and options thereon, and for receiving fills and on-line Customer statement reviews. Customer shall perform the obligations arising in connection with any transaction completed using the System, in accordance with the terms and conditions of such completed transaction.
- (j) **Customer agrees to indemnify and hold Firm, its affiliates, and the Information Providers harmless from and against any and all claims, demands, proceedings, suits and actions, as well as all losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered by Firm, resulting from or relating to any claims, proceedings, suits and actions against Firm arising from Customer's violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary and privacy rights.** Firm shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against Firm, or against Firm and Customer, arising out of Customer's breach of this Agreement. Customer hereby waives any and all rights Customer may

have independently to defend, settle or compromise any such claims or demands and agrees to cooperate to the best of Customer's ability with Firm with respect thereto, but Firm may, in its sole discretion, authorize and require Customer to defend, settle or compromise any such claim or demand as it deems to be appropriate at Customer's cost, expense and liability. This indemnification and hold-harmless obligation shall survive the termination of this Agreement.

- (k) Firm reserves the right to terminate Customer's access to the System in Firm's sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of Customer's Access Codes and/or account number(s), breach of this Agreement, or breach or termination of any agreements Customer has entered into with Firm. Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to Firm, and Customer shall discontinue use of the System and, if applicable, shall return or destroy, as requested by Firm, all software (including all copies thereof).
- (l) Customer agrees to pay all subscription, service, and Customer fees, if any, and commissions, for any orders executed through the System, and agrees that such fees may be changed without notice. Customer agrees to pay all costs (including attorneys' fees), if any, incurred by Firm in collecting overdue fees from Customer.
- (m) This Agreement is made in Customer's own capacity and not on behalf of any person, firm, corporation, or other entity, unless Customer's account is designated as such. Customer agrees to use the Information solely in connection with Customer's investment activities and not in connection with any trade or business activities.
- (n) All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, regarding the Information or any aspect of the System (including but not limited to Information access and order execution), are excluded to the extent permitted by law.
- (o) Customer agrees that Firm may hold and process, by computer or otherwise, any information it obtains pertaining to Customer as a result of Customer's use of the System ("Personal Data"), and Firm may access and use such information for operational purposes, credit assessment, statistical analysis, and to identify and provide Customer with information concerning products and services (including those supplied by third parties) that may be of interest to Customer or Firm. Customer agrees that Firm may disclose Personal Data to licensed credit reference agencies and to any of Firm's subcontractors, agents or Information Providers where necessary to provide Customer with the Service, or in the event that Firm has the right or duty to disclose or is otherwise permitted or compelled to do so by law. Personal Data will be deleted from the System as soon as is reasonably possible after Customer ceases to use the System, subject to applicable record keeping requirements. Customer's Personal Data may be electronically transmitted or transferred throughout the world. Customer may inspect his Personal Data, and have incomplete or inaccurate information rectified. If Customer wishes to exercise any of these rights, or if Customer does not wish for Customer's Personal Data to be used to provide Customer with information concerning products and services, Customer shall notify Firm's Compliance Officer in writing, via registered mail, return receipt requested.

- (p) If Customer has been introduced to Firm by an Introducing Broker, as defined below, or other intermediary, Customer hereby grants Firm permission to disseminate to such Introducing Broker or intermediary, for the purposes of Introducing Broker and/or Firm's compliance with applicable laws, statutes, regulations, and rules, any Personal Data or other information obtained by Firm regarding Customer, including but not limited to any information obtained by firm through Customer's application, Customer's provision of documents and identifying information to Firm, the operation and management of Customer's account or accounts with Firm, or otherwise (collectively "Customer Information"). Customer understands and acknowledges that such dissemination to Introducing Broker or intermediary constitutes a valuable service provided by Firm to assist Introducing Broker or intermediary in its duties to comply with applicable laws, statutes, regulations, and rules, and therefore Customer acknowledges that Firm may, from time to time, receive monetary compensation from Introducing Broker or intermediary for the provision of this service. Customer understands that Firm is not able to fully monitor such Introducing Broker or intermediary's use of the Customer Information, and therefore Customer agrees that Firm shall have no liability for the use or misuse of Customer Information by the Introducing Broker or intermediary, and Customer waives and releases any action or claim against Firm for any use or misuse of Customer Information by the Introducing Broker or intermediary.

## 27. CPO Exemption Acknowledgement

Customer certifies that the funds that are being deposited with Firm are personal funds of Customer (and Joint Customer, if applicable) and do not represent the interest of any other individual or entities. Customer (and Joint Customer, if applicable) does not hold himself out to the public in any manner that would require registration with the CFTC or the NFA and is not operating as a commodity pool. There are no other investors or shareholders involved in this account other than as stated in the Individual/Joint Account Application.

## 28. Notice to Introduced Customers (If Applicable)

If Customer's account has been introduced to Firm by an independent (i.e., not guaranteed by Firm) introducing broker ("Introducing Broker"), Customer acknowledges and agrees as follows:

(a) **Firm's role is limited.** Customer's account is carried by Firm only as a non-clearing futures commission merchant. **Customer agrees that Firm's role is limited to matters relating to the execution and recordkeeping of transactions for Customer's account, and Firm shall be liable only for direct damages caused solely by its gross negligence or willful misconduct in the performance of these activities.** Firm shall have no liability for following instructions received from Customer or Customer's Introducing Broker. While the law requires Customer to send all funds and other property to Firm, and for Firm to provide account statements to Customer, Customer's primary relationship is with Introducing Broker on whose representations Customer relies to service its account. **GIVEN FIRM'S ROLE STRICTLY AS AN EXECUTION AND RECORDKEEPING FIRM, CUSTOMER DOES NOT RELY UPON FIRM FOR INVESTMENT OR TRADING ADVICE OR THE FURNISHING OF MARKET RECOMMENDATIONS OR RESEARCH. NOR IS THERE ANY UNDERSTANDING OR AGREEMENT BETWEEN CUSTOMER AND FIRM THAT IT WILL PROVIDE CUSTOMER OR INTRODUCING BROKER WITH SUCH ADVICE.**

(b) **Firm is separate and independent from Introducing Broker.** There is no overlap between the owners, principals, officers, directors or employees of Firm and those of Introducing Broker. Firm does not pay for any of the operating expenses of Introducing Broker or guarantee its obligation under the Commodity

Exchange Act. Introducing Broker is a customer of Firm. Under the terms of its agreement with Firm, Introducing Broker is free to introduce Customer's account for clearing and record keeping services to a futures commission merchant or clearing firm other than Firm. Introducing Broker is free to terminate its agreement with Firm at any time. Firm does not set the rate of commissions or fees Customer is charged. All fees are negotiated between Customer and Introducing Broker. Firm charges Introducing Broker a clearing fee that is reasonably related to Firm's actual cost of trade execution and record keeping. The agreement between Firm and Introducing Broker expressly precludes Introducing Broker from representing that it is an agent of Firm or that Firm has authorized any of its activities. If such representations have been made, Customer agrees to report such representations immediately to Firm. ACCORDINGLY, CUSTOMER HEREBY WAIVES ALL CLAIMS UNDER COMMON LAW, FEDERAL OR STATE STATUTES, RULES OR REGULATIONS, INCLUDING WITHOUT LIMITATION, SECTION 2(a)(1)(B) OF THE COMMODITY EXCHANGE ACT, THAT FIRM IS VICARIOUSLY LIABLE FOR ANY ACT OR OMISSION OF INTRODUCING BROKER OR ITS BROKERS.

(c) **Firm has no duty to supervise Introducing Broker.** Firm is not responsible for ensuring or monitoring Introducing Broker's compliance with government rules or regulations. Introducing Broker has complete discretion over whom it employs as brokers and is responsible for its own compliance department and procedures governing solicitation of customer accounts. Firm is not responsible for the conduct, representations or statements of officers, directors, employees or agents of Introducing Broker. Firm provides no research, trading recommendations, or promotional materials to the Introducing Broker. Firm has no duty to monitor trading in Customer's account or to determine whether such trading is consistent with Customer's objectives or recommendations of the Introducing Broker. ACCORDINGLY, CUSTOMER HEREBY WAIVES ALL CLAIMS UNDER COMMON LAW, FEDERAL OR STATE STATUTES, RULES AND REGULATIONS, INCLUDING WITHOUT LIMITATION, CLAIMS UNDER SECTION 13 OF THE COMMODITY EXCHANGE ACT, THAT FIRM AIDED AND ABETTED ANY ACT OF INTRODUCING BROKER OR ITS BROKERS.

## **29. Acceptance**

This Agreement shall not be deemed to be accepted by Firm or become a binding contract between Customer and Firm until approved by Firm's new accounts department.

**30. Risk Acknowledgment**

Customer acknowledges that investment in futures contracts is speculative, involves a high degree of risk, and is suitable only for persons who can assume risk of loss in excess of their margin deposits. Customer understands that because of the low margin normally required in futures trading, price changes in futures contracts may result in significant losses, which losses may substantially exceed Customer's margin deposits. Customer represents that Customer is willing and able, financially and otherwise, to assume the risks of futures trading.

**By initialing in the space below, Customer acknowledges that he has received and understands the separate consolidated Risk Disclosure Statement for Futures and Options provided by Firm in accordance with Commodity Futures Trading Commission Rule 1.55.**

\_\_\_\_\_  
**Customer(s) Initials**

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Joint Customer's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**INDIVIDUAL/JOINT ACCOUNT APPLICATION**

(Note: For a Joint Account, each Account Owner should submit a separate application.)

**Account Registration:**

Is this a joint account? .....  Yes  No

If YES, account will be Joint Tenants with Rights of Survivorship unless you indicate here:  Tenants in Common

**Personal Information:**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_ Suffix \_\_\_\_

**Home Address:**

Street Address 1 (No P.O. Boxes) \_\_\_\_\_

Street Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Telephone No. \_\_\_\_\_

Fax No. (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Instant Messaging \_\_\_\_\_ @ AOL

**Complete only if mailing address is different than home street address above:**

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

**Identification and Citizenship:**

Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_

Number of Dependents \_\_\_\_\_ Citizenship \_\_\_\_\_

**Employment Information:**

Employer \_\_\_\_\_ Nature of Business \_\_\_\_\_

Occupation (List "Trader" if unemployed) \_\_\_\_\_ Position \_\_\_\_\_

Business Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

**Financial Data:**

**Annual Income:**

- |  |  |
|--|--|
| <input type="checkbox"/> Under \$50,000      | <input type="checkbox"/> \$250,000-\$499,999   |
| <input type="checkbox"/> \$50,000-\$99,999   | <input type="checkbox"/> \$500,000-\$1,000,000 |
| <input type="checkbox"/> \$100,000-\$249,999 | <input type="checkbox"/> more than \$1,000,000 |

**Net worth** (excluding equity in home)

- |  |  |
|--|--|
| <input type="checkbox"/> Under \$50,000      | <input type="checkbox"/> \$250,000-\$499,999   |
| <input type="checkbox"/> \$50,000-\$99,999   | <input type="checkbox"/> \$500,000-\$1,000,000 |
| <input type="checkbox"/> \$100,000-\$249,999 | <input type="checkbox"/> more than \$1,000,000 |

**Estimated liquid net worth** (excluding residence and other illiquid assets):

- |  |  |
|--|--|
| <input type="checkbox"/> Under \$50,000      | <input type="checkbox"/> \$250,000-\$499,999   |
| <input type="checkbox"/> \$50,000-\$99,999   | <input type="checkbox"/> \$500,000-\$1,000,000 |
| <input type="checkbox"/> \$100,000-\$249,999 | <input type="checkbox"/> more than \$1,000,000 |

**Residence:**       Own                       Rent                       Other

**Trading Objective:**       Hedging                       Speculative

**Affiliations:**

**Does any person other than the owner(s) of the account have authority to trade this Account?** ..... Yes     No

If YES, list their name(s), email address and SS# below and submit a separate form called MANAGED DISCRETIONARY ACCOUNT AUTHORIZATION.

**Are you related to any employee of Clear Chicago Group ("Firm") or any other brokerage firm?**..... Yes    No

If YES, please provide name, firm and position: \_\_\_\_\_

**Investment experience:**

	YES	(# of years)	No
Stocks/Bonds	<input type="checkbox"/>	_____	<input type="checkbox"/>
Funds	<input type="checkbox"/>	_____	<input type="checkbox"/>
Commodities	<input type="checkbox"/>	_____	<input type="checkbox"/>

**Are you affiliated with or employed by a futures or securities exchange, NFA, FINRA, a member firm of either of those entities or by Firm?**       Yes, with \_\_\_\_\_       No

**Do you have an interest in any other trading account at Firm?**     Yes    No    If yes, identify the account below:

**Do you now or did you ever have an interest in a futures account?**    Yes    No    If yes, list status & broker below:

**Have you or your spouse, or any organization of which you were a director, officer, manager, partner, or owner ever filed for bankruptcy, been subject to receivership, made an assignment for benefit of creditors, or similar actions, voluntarily or involuntarily?**    Yes    No    If yes, list reason & date cleared below:

**Have you ever been in a legal dispute or involved in arbitration proceedings arising from a futures dispute?**    Yes    No

**Are you now or were you ever an NFA member?**    Yes    No    If yes, identify registration status and sponsor below:



Are you a “control person” or “affiliate” of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.  Yes  No

If yes, Company: \_\_\_\_\_ Trading Symbol: \_\_\_\_\_

**BY SIGNING THIS APPLICATION, APPLICANT REPRESENTS AND WARRANTS THAT ALL INFORMATION SUPPLIED TO FIRM IN THIS OR ANY OTHER ACCOUNT FORM IS TRUE AND ACCURATE, AND THAT APPLICANT SHALL INFORM FIRM IN WRITING OF ANY CHANGES TO SUCH INFORMATION WHEN SUCH CHANGES OCCUR. FIRM IS HEREBY AUTHORIZED TO VERIFY ALL INFORMATION PROVIDED BY APPLICANT HEREIN.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**PLEASE PROVIDE A COPY OF YOUR DRIVER’S LICENSE, PASSPORT OR OTHER GOVERNMENT-ISSUED IDENTIFICATION CONTAINING YOUR PHOTOGRAPH**



CLEAR CHICAGO GROUP

**JOINT ACCOUNT APPLICATION**

(Note: For a Joint Account, each Account Owner should submit a separate application.)

**Account Registration:**

Is this a joint account? .....  Yes  No

If YES, account will be Joint Tenants with Rights of Survivorship unless you indicate here:  Tenants in Common

**Personal Information:**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_ Suffix \_\_\_\_

**Home Address:**

Street Address 1 (No P.O. Boxes) \_\_\_\_\_

Street Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Telephone No. \_\_\_\_\_

Fax No. (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Instant Messaging \_\_\_\_\_ @ AOL

**Complete only if mailing address is different than home street address above:**

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

**Identification and Citizenship:**

Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ Marital Status \_\_\_\_\_

Number of Dependents \_\_\_\_\_ Citizenship \_\_\_\_\_

**Employment Information:**

Employer \_\_\_\_\_ Nature of Business \_\_\_\_\_

Occupation (List "Trader" if unemployed) \_\_\_\_\_ Position \_\_\_\_\_

Business Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

**Financial Data:**

**Annual Income:**

- Under \$50,000
- \$50,000-\$99,999
- \$100,000-\$249,999
- \$250,000-\$499,999
- \$500,000-\$1,000,000
- more than \$1,000,000

**Net worth** (excluding equity in home)

- Under \$50,000
- \$50,000-\$99,999
- \$100,000-\$249,999
- \$250,000-\$499,999
- \$500,000-\$1,000,000
- more than \$1,000,000

**Estimated liquid net worth** (excluding residence and other illiquid assets):

- Under \$50,000
- \$50,000-\$99,999
- \$100,000-\$249,999
- \$250,000-\$499,999
- \$500,000-\$1,000,000
- more than \$1,000,000

**Residence:**       Own                       Rent                       Other

**Trading Objective:**       Hedging                       Speculative

**Affiliations:**

**Does any person other than the owner(s) of the account have authority to trade this Account?** ..... Yes     No

If YES, list their name(s), email address, SS# below and submit the separate form called MANAGED DISCRETIONARY ACCOUNT AUTHORIZATION.

**Are you related to any employee of Clear Chicago Group ("Firm") or any other brokerage firm?**..... Yes    No

If YES, please provide name, firm and position: \_\_\_\_\_

**Investment experience:**

	YES	(# of years)	No
Stocks/Bonds	<input type="checkbox"/>	_____	<input type="checkbox"/>
Funds	<input type="checkbox"/>	_____	<input type="checkbox"/>
Commodities	<input type="checkbox"/>	_____	<input type="checkbox"/>

**Are you affiliated with or employed by a futures or securities exchange, NFA, FINRA, a member firm of either of those entities or by Firm?**     Yes, with \_\_\_\_\_                       No

**Do you have an interest in any other trading account at Firm?**     Yes    No    If yes, identify the account below:

**Do you now or did you ever have an interest in a futures account?**    Yes    No    If yes, list status & broker below:

**Have you or your spouse, or any organization of which you were a director, officer, manager, partner, or owner ever filed for bankruptcy, been subject to receivership, made an assignment for benefit of creditors, or similar actions, voluntarily or involuntarily?**    Yes    No    If yes, list reason & date cleared below:

**Have you ever been in a legal dispute or involved in arbitration proceedings arising from a futures dispute?**    Yes    No

**Are you now or were you ever an NFA member?**    Yes    No    If yes, identify registration status and sponsor below:

Are you a “control person” or “affiliate” of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.  Yes  No

If yes, Company: \_\_\_\_\_ Trading Symbol: \_\_\_\_\_

**BY SIGNING THIS APPLICATION, APPLICANT REPRESENTS AND WARRANTS THAT ALL INFORMATION SUPPLIED TO FIRM IN THIS OR ANY OTHER ACCOUNT FORM IS TRUE AND ACCURATE, AND THAT APPLICANT SHALL INFORM FIRM IN WRITING OF ANY CHANGES TO SUCH INFORMATION WHEN SUCH CHANGES OCCUR. FIRM IS HEREBY AUTHORIZED TO VERIFY ALL INFORMATION PROVIDED BY APPLICANT HEREIN.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**PLEASE PROVIDE A COPY OF YOUR DRIVER’S LICENSE, PASSPORT OR OTHER GOVERNMENT-ISSUED IDENTIFICATION CONTAINING YOUR PHOTOGRAPH**



CLEAR CHICAGO GROUP

**MANAGED DISCRETIONARY ACCOUNT AUTHORIZATION**

ACCOUNT NUMBER ("Account"): \_\_\_\_\_ DATE: \_\_\_\_\_

ACCOUNT HOLDER ("Customer"): \_\_\_\_\_

AUTHORIZED MANAGER ("Manager"): \_\_\_\_\_

ADDRESS OF MANAGER: \_\_\_\_\_

MANAGER'S RELATION TO ACCOUNT HOLDER: \_\_\_\_\_

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I, the undersigned Customer, who maintains the Account listed above with Clear Chicago Group ("Firm"), hereby authorizes the Manager listed above to buy, sell, short sell, transfer, trade or otherwise deal in futures and options contracts and foreign options, (collectively, "futures contracts") of every kind and nature, on margin or otherwise, all in his sole discretion for the Account and risk and in my name with Firm.

Firm is authorized to follow the instructions of the Manager in every respect concerning my Account with Firm. The Manager is authorized to act with the full power and authority for me and in my behalf in the same manner and with the same force and effect as I might or could do with respect to such transactions as well as with respect to all other things necessary or incidental to the furtherance of conduct of such transactions. The Manager is not authorized to withdraw any money, securities or other property in the name of the undersigned or otherwise. The Manager shall specifically designate all such transactions as being made pursuant to this trading authorization.

I agree to pay any debit balance on my Account and to promptly meet all margin requirements, whether or not incurred for me as a result of the Manager's instructions. This authorization and indemnity is in addition to, any rights that Firm may have under any other agreement or agreements between Firm and the undersigned.

Customer agrees that: (1) Firm shall have no liability for following the instructions of the Manager, including but not limited to trading instructions and remittance of fees, (2) Firm is hereby released from any and all liability to me or to anyone claiming through me with respect to any damages, losses, or lost profits sustained or alleged to have been sustained as a result of Firm's following the Manager's instructions, and (3) Customer indemnifies Firm from all losses, costs, expenses and liabilities (including attorney's fees) arising therefrom.

Customer agrees that any and all transactions with Firm made by the manager for Customer's Account either heretofor or hereafter are hereby ratified by Customer and confirmed.

This agreement will continue to be effective until revoked by the undersigned by a written notice addressed to Firm delivered to its office at 1220 Augusta, Suite 600, Houston, Texas 77057.

### **Complete Assumption Of Risks**

Customer has carefully examined the provisions of the foregoing agreement, which gives trading authority and control over Customer's account to the manager. Customer understands the obligations assumed by executing this agreement.

Customer understands that Firm is in no way responsible for any loss occasioned by the Manager and that Firm does not, by implication or otherwise, endorse the operating methods, certifications, or representations of the Manager. Customer further understands that organizations such as, but not limited to the National Futures Association, the Chicago Mercantile Exchange, the Chicago Board of Trade, Eurex, NYMEX, ICE, NYSE Euronext, and the Commodities Futures Trading Commission may or may not have jurisdiction over a non-member, foreign or otherwise, who is or is not employed by one of their member. It is at Customer's own risk that any such individual or organization has been given authority to exercise control over any of Customer's rights over Customer's Account(s).

The undersigned hereby represents and warrants that the undersigned has received the Manager's Disclosure Document or a written statement explaining why the Manager does not have to provide a Disclosure Document.

Signed,

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Customer Signature

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Joint Customer's Signature

### **ONLY FOR PROSPECTIVE ACCOUNTS OF NEW YORK CUSTOMERS OR WITH NEW YORK MANAGERS:**

**The following language is applicable only to prospective accounts for prospective Customers or prospective Managers who are located in, reside in, or are domiciled in the State of New York. If neither the prospective Customer or Manager are located in, reside in, are domiciled in the State of New York, you may ignore this portion of the application.**

**CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

**IMPORTANT INFORMATION FOR THE AGENT:** When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are

no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**Except as otherwise specifically provided herein, the power of attorney granted herein shall not in any manner revoke in whole or in part any power of attorney that the principal (Customer) previously has executed. This power of attorney shall not be revoked by any subsequent power of attorney the principal (Customer) may execute, unless such subsequent power specifically refers to this power of attorney or specifically revokes the powers delegated hereunder.**

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**Customer (signing as Principal)**

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**Joint Customer, if applicable (signing as Principal)**

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**Authorized Manager (signing as Agent)**



**ACKNOWLEDGMENT FOR PRINCIPAL/CUSTOMER**

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ (name(s) of Principal(s)), personally known to me or proved to me on the basis of satisfactory evidence to be the individual or individuals whose name(s) is/are here subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their capacity and that by his or her signature on the instrument, the individual(s) executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF \_\_\_\_\_

**ACKNOWLEDGMENT FOR AGENT/AUTHORIZED MANAGER**

**STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ (name of Principal), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is here subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity and that by his or her signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (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 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
: : :
or
Employer identification number
: : :

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A *disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certificate of Foreign Status of Beneficial Owner  
 for United States Tax Withholding**

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . **W-9**
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . **W-8ECI or W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . **W-8ECI or W-8EXP**

Instead, use Form:

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . **W-8IMY**

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

1 Name of individual or organization that is the beneficial owner	2 Country of incorporation or organization															
3 Type of beneficial owner: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Simple trust</td> </tr> <tr> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> International organization</td> </tr> <tr> <td><input type="checkbox"/> Central bank of issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Private foundation</td> <td></td> <td></td> </tr> </table>		<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation		
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<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation														
4 Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>																
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)															
5 Mailing address (if different from above)																
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)															
6 U.S. taxpayer identification number, if required (see instructions)	7 Foreign tax identifying number, if any (optional)															
8 Reference number(s) (see instructions)																

**Part II Claim of Tax Treaty Benefits** (if applicable)

9 I certify that (check all that apply):

- a  The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_% rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_

**Part III Notional Principal Contracts**

11  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- 2 The beneficial owner is not a U.S. person,
- 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**
- 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶ \_\_\_\_\_  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting



CLEAR CHICAGO GROUP

**ADDITIONAL RISK DISCLOSURE STATEMENT**

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

In view of information on your account application you fall into the following categories:

- **You do not have more than one year of commodities investment experience, and**
- **Your annual income is less than \$50,000 or your net worth is less than \$50,000.**

You should therefore be aware of additional risk disclosures before you open a commodity futures and options trading account.

Trading futures involves a high level of risk. A relatively small market movement can cause you to lose all of the funds you have deposited, and you will still be liable for any deficit in your account.

**IF YOU DO NOT FULLY UNDERSTAND YOUR TRADING STRATEGY, OR IF YOU CANNOT AFFORD TO LOSE ALL OF THE FUNDS YOU HAVE DEPOSITED (AND POSSIBLY MORE), THEN FUTURES TRADING IS TOO RISKY FOR YOU.**

ACKNOWLEDGEMENT:

I understand the financial risks involved in commodity futures and options trading and I wish to proceed with opening an account.

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

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

Joint Signature: \_\_\_\_\_  
(if applicable)

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



CLEAR CHICAGO GROUP

**ACCOUNT TRANSFER FORM**

Please be advised that I hereby direct you to close my account, and transfer my account balance to Clear Chicago Group using the wiring instructions below.

Bank of America, New York  
ABA Routing Number: **026009593**  
100 33rd Street West  
New York, New York 10001  
Bank Telephone: (800) 294-7999

Credit: Clear Chicago Group Customer Segregated Account

Account Number: 5860 1297 0558

**\*\*\* PLEASE INCLUDE \*\*\***

**For Further Credit to:**

**Clear Chicago Group Account #:** \_\_\_\_\_

**Clear Chicago Group Account Holder:** \_\_\_\_\_

Current Firm Information:

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Your account number with firm: \_\_\_\_\_

Print Name (s): \_\_\_\_\_

Signature (s): \_\_\_\_\_

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







CLEAR CHICAGO GROUP

**ACCOUNT DECLARATION – ADDITIONAL FUTURES ACCOUNTS**

The undersigned wishes to establish an additional trading account for the purpose stated below. All of the trading in this account will be initiated by individuals authorized to trade for the account solely for benefit of the account. Under no circumstances will the trading activity of this account be for the beneficial ownership or interest of other parties.

The undersigned is aware of CFTC Regulation 1.46 regarding the closing out of offsetting long and short positions. A customer may not maintain more than one account for the purpose of holding open a long and short position in the same futures or option contract. The trading in this account will not violate the provision of CFTC Regulation 1.46 and corresponding exchange regulations.

A hedge account may be long and short the same contract, provided the positions are bona fide hedge positions and a signed Hedge Account Representation Disclosure Form is on file.

Accounts of exchange members may be long and short the same position provided the positions are part of an exchange-recognized spread reversals, conversions, etc. I/we understand and agree that all promises and representations I/we have made in my/our account forms are still true and warrant that all statements in these forms shall apply to the new account as if I/we had executed a complete set of forms.

**Account Name:** \_\_\_\_\_ **Original Account #:** \_\_\_\_\_

Purpose for maintaining additional account(s):  
\_\_\_\_\_

**New Account #(s) :** \_\_\_\_\_

**Membership Types\*:** \_\_\_\_\_

**\*NOTE: Complete with the name of the exchange if the account holder is entitled to member fees.**

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

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



CLEAR CHICAGO GROUP

**ELECTRONIC TRADING RULES (“ETR”)**

**BY CHECKING EACH BOX BELOW, I ATTEST THAT I UNDERSTAND AND AGREE TO THE STATEMENT NEXT TO THAT BOX.**

- 1. I have read the entire Clear Chicago Group (“Firm”) Customer Account Agreement including the sections regarding Margin and Liquidation.
- 2. In order to hold futures positions in the Account, there must be sufficient funds in the Account to meet Exchange margin requirements.
- 3. Exchange margin requirements are available on the website of that Exchange. Firm is not responsible for any inaccurate Exchange margin data on Firm’s website or in Firm communications.
- 4. The intraday margin extended to the Account by Firm is a courtesy, and is at Firm’s sole discretion. Firm may change the Intraday margin requirements at any time without notification.
- 5. The Account must, at all times, have sufficient funds to cover Intraday margin requirements.
- 6. Firm sets the Available Credit for the Account at its sole discretion.
- 7. While trading, the trading platform does NOT properly reflect any Commissions, Exchange Fees, National Futures Association Fees, recurring Software Fees, or recurring Exchange Membership Fees (known collectively as “Debits”). These Debits can factor into Firm’s calculation of Available Credit for the Account.
- 8. Firm may adjust my Available Credit to reflect any Debit Firm knows to be due or coming due on my Account. Firm may do this without prior warning or notification.
- 9. It is my responsibility to know what Debits are due or will come due on my Account.
- 10. I will review my daily statements. If I believe there to be ANY inaccuracies I will immediately contact Firm personnel.
- 11. I understand I will not receive a statement on an exchange recognized Holiday.
- 12. It is my responsibility to know my trading position at ALL times.
- 13. If I believe my platform to show ANY incorrect information I will contact the Trade Desk immediately.

14. I will contact Firm for my minimum allowed account balance. If my account falls below the minimum allowed account balance the amount required to resume trading is also determined by Firm.

15. Firm may determine, at Firm's sole discretion, that the Account's open or pending orders may need to be adjusted, modified, canceled or deleted. This may change any Account order's priority in the order queue at an Exchange or any other order server. Firm is not responsible for any damages, losses, or effects that any adjustments, modifications, cancellations, or deletions of Account orders Firm may or may not have caused.

16. Based on Intraday or Exchange Margin Requirements, Firm will actively reduce position, at Firm's sole discretion, if the account is overleveraged to available credit.

17. Firm is not obligated to notify the account or any of the account's Authorized Traders that Firm intends to reduce, is about to reduce, or did reduce or liquidate any positions.

18. It is my responsibility, not Firm's responsibility, to risk-manage my Account. Firm is not responsible for any resulting losses, damages, positions, strategy or system ramifications that any of the aforementioned risk-reducing or position-reducing actions, executed or not, may have caused.

19. If I have any questions, I know that I can ask Firm personnel.

20. I understand that this ETR acknowledgment applies to all Firm accounts that I have a beneficial interest in and/or for which I have trading authorization.

21. I understand that the ETR does NOT supersede any provisions in the Customer Account Agreement.

22. I understand that the ETR does NOT waive any rights granted to Firm in the Customer Account Agreement.

23. I agree to abide by all of the provisions of the Customer Account Agreement and this ETR.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Joint Owner

\_\_\_\_\_  
Joint Owner's Signature

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Date



CLEAR CHICAGO GROUP

**NOTICE TO FOREIGN BROKERS AND FOREIGN TRADERS**  
**(NOT APPLICABLE TO U.S CUSTOMERS)**

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

PLEASE BE ADVISED THAT Regulation 15.05 of Title 17 of the United States Code of Federal Regulations (CFR) establishes CLEAR CHICAGO GROUP ("Firm") as your agent for purposes of accepting delivery and service of any communication issued by or on behalf of the Commodity Futures Trading Commission (CFTC) to you as a foreign broker or foreign trader with respect to any futures or options contracts which are or have been maintained in your account(s) and carried by Firm. Service or delivery of any communication issued by or on behalf of the CFTC to Firm pursuant to such agency constitutes valid and effective service or delivery upon the foreign broker, the customer of the foreign broker or the foreign trader.

PLEASE BE FURTHER ADVISED THAT the CFTC, pursuant to Title 17 CFR Regulations 18.00-18.06, may require any trader located outside of the United States or its territories to comply with the filing of various reports with the CFTC at such time and place as directed by the CFTC, except where such trader may be required to file such reports within one business day after a special call upon such trader by the CFTC.

PLEASE BE FURTHER ADVISED THAT in the event the CFTC, pursuant to Title 17 CFR Regulation 21.03, issues a call for information on the account(s) of a foreign trader, Firm, as your agent, may be required to provide any and all information concerning your account(s) as specified in the above cited regulation, including but not limited to your name and address and the name and address of any person having a ten percent or more beneficial interest in your account(s), the total open futures and options positions in your account(s), and the number of futures contracts against which delivery notices have been issued or received or against which exchanges of futures for cash have been transacted for the period of time specified in the call. Furthermore, a foreign broker or trader should review Parts 17 and 18 of the CFTC Regulations for more complete information.

**I hereby acknowledge receipt of the above NOTICE TO FOREIGN BROKERS AND TRADERS and affirm that I have read and understood its contents.**

\_\_\_\_\_  
Customer's Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Owner's Signature (if applicable)

\_\_\_\_\_  
Date



## CLEAR CHICAGO GROUP

**ARBITRATION AGREEMENT**

Customer voluntarily agrees to submit any dispute with Clear Chicago Group (“Firm”) to binding arbitration. If a dispute arises, Customer will be given a choice of three qualified arbitration forums when Customer notifies Firm that he intends to submit a dispute to arbitration or when Firm notifies customer that it intends to submit a dispute to arbitration. Customer must notify Firm by registered mail of his choice of arbitration forum within forty-five days after receiving the list of three arbitration forums. If Customer fails to notify Firm of his choice within that time, then Firm may choose the arbitration forum that will resolve the dispute.

Firm agrees to pay any incremental fees that may be assessed by the forum chosen by Customer for the provision of a "mixed panel" of arbitrators, unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE 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, CUSTOMER: (1) MAY BE WAIVING HIS RIGHT TO SUE IN A COURT OF LAW; AND (2) IS AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS THAT CUSTOMER OR FIRM MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. CUSTOMER IS NOT, HOWEVER, WAIVING HIS 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 THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, CUSTOMER WILL BE NOTIFIED IF FIRM INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF CUSTOMER BELIEVES A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF CUSTOMER PREFERS**

**TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, CUSTOMER WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.**

**CUSTOMER NEED NOT SIGN THIS ARBITRATION AGREEMENT TO OPEN AN ACCOUNT WITH FIRM. SEE 17 C.F.R. 166.5.**

**IF JOINT:**

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Joint Customer's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



CLEAR CHICAGO GROUP

**CONSENT FOR ELECTRONIC DELIVERY OF CONFIRMATIONS AND STATEMENTS**

Customer hereby requests that hereafter Clear Chicago Group (“Firm”) deliver all confirmations and statements for Accounts held for Customer by electronic media rather than by means of hard copy mailing. Customer requests that Firm deliver the confirmations and statements to Customer by means of the electronic media set forth below. Customer recognizes that, as a result, Customer will not receive copies of the confirmations and statements in hard copy form. Customer understands that there will be no additional cost to Customer for delivering such communications in this manner. Customer further understands that the consent provided herein is revocable by Customer at any time upon written notice to Firm.

**PLEASE PROVIDE THE E-MAIL ADDRESS(S) TO WHICH THE CONFIRMATIONS AND STATEMENTS SHOULD BE SENT ELECTRONICALLY:**

E-mail Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

E-mail Address of third party manager (if applicable): \_\_\_\_\_

**IF JOINT:**

\_\_\_\_\_  
Customer’s Signature

\_\_\_\_\_  
Joint Customer’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date