



**222 South Riverside Plaza, Suite 1200
Chicago, IL 60606**

The process of trading begins with your completion of at least one set of account forms.

This Application contains a contract (the "Account Agreement") through which you agree to assume certain contractual obligations and contractually waive certain rights. Accordingly, this Account Application, including the Account Agreement, **MUST BE READ CAREFULLY** and signed by EVERY customer trading "Contracts" (as defined in the Account Agreement) through R.J. O'Brien & Associates, LLC ("R.J. O'Brien"). Original agreements must be completed and returned to your broker. You may print out account agreements from R.J. O'Brien's website and send original signed documentation back to your broker.

Please be sure that you read and understand everything in this Application. Fill it out fully and legibly, signing and dating, in ink, where required. Otherwise, the opening of your account may be delayed. A new account can be traded only when the Application is approved by R.J. O'Brien's Chicago office.

SINCE TRADES INVOLVE AN IMMEDIATE OBLIGATION BY R.J. O'BRIEN TO THE EXCHANGES ON WHICH YOU TRADE, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE, YOUR TRADING CAN BEGIN ONLY WHEN YOUR ACCOUNT IS APPROVED BY R.J. O'BRIEN. FUNDS MUST BE RECEIVED IN THE FORM OF:

- A) A **bank wire** to the Harris Trust & Savings Bank of Chicago for the account of R.J. O'Brien & Associates, LLC, Customer Segregated Account 367-171-6. The ABA routing number, if necessary, is 071-000-288. (Be sure to include your name as it appears on your account agreement and the complete eight digit account number that has been assigned to you);
- B) A **certified check or cashier's check** made payable to R.J. O'Brien. If this is a new account, personal checks, money market checks and savings and loan checks may require clearance before you can trade. In addition, the originating source of all funds deposited into the account must match the name on the account exactly;
- C) **Transfer of funds and/or existing positions** to your account from another firm. When transferring an account, please fill out the Account Transfer Form in the back of this booklet, return it to R.J. O'Brien with all other required documents (via your Introducing Broker, if any), and R.J. O'Brien will apply positions and funds to your account accordingly.

WHEN YOU START TRADING IN YOUR ACCOUNT, READ YOUR STATEMENTS CAREFULLY AS SOON AS YOU RECEIVE THEM. Check in with your broker frequently if you are unable to review your statement. *Do not delay reviewing trades and positions.* If you have ANY questions about an individual trade or your account balance or position, phone your account representative (broker) immediately. If your broker is unavailable or a problem is not resolved at once, call the R.J. O'Brien Compliance staff in Chicago at 312-548-5000.

ATTENTION: Please make a copy of this entire account application for your records.

INSTRUCTIONS FOR ACCOUNT FORMS

Risk Disclosure Statement	1
(All customers must sign this CFTC Risk Disclosure.)	
R.J. O'Brien's Privacy Policy.....	3
(Please review.)	
Account Applications.....	4
(All customers must complete the account application applicable to their account type.)	
Account Agreement.....	8
(Please review and sign where applicable.)	
Voluntary Arbitration Agreement.....	18
(Please review and sign where applicable.)	
Request for Electronic Transmission of Customer Statements.....	19
(Must be signed by all customers requesting statements be sent to them electronically.)	
Hedge Representation Letter.....	20
(All customers requesting bona fide hedge margins must complete and sign.)	
Managed Account Agreement–Power of Attorney.....	21
(All customers authorizing a third party to trade their account must sign.)	
Exempt Commodity Trading Advisor Letter.....	24
(Must be completed if the individual given Power of Attorney is neither a broker nor an immediate family member nor a registered CTA/CPO.)	
Trustee Certification of Investment Powers.....	25
(Please review and sign where applicable.)	
Personal Guarantee.....	26
(All corporate, LLC, trust, or partnership accounts must sign.)	
Additional Risk Disclosure Statement.....	27
(Please review and sign where applicable.)	
Acknowledgement of Disclosures.....	28
(All customers must initial and sign.)	
Disclosure Letter Regarding Settlement, Carrying and Clearing of Contracts Listed on the London Metals Exchange (“LME”)	29
(All customers must sign.)	
IRA Account Representation.....	31
(All IRA accounts must review and sign.)	
Internal Revenue Code Substitute Form W-9.....	32
(All customers must sign.)	
Account Transfer Form.....	33
(Please sign if applicable.)	

Additional Documentation Required

Trust Accounts:

Complete trust document.

All trustees must sign paperwork.

Exchange Members:

Provide membership documents.

Sole Proprietorships:

Doing Business As Letter (“DBA”).

RISK DISCLOSURE STATEMENT

The risk of loss in trading commodity futures contracts can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware of the following points:

- (1) You may sustain a total loss of the funds that you deposit with your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.
- (2) The funds you deposit with a futures commission merchant for trading futures positions are not protected by insurance in the event of the bankruptcy or insolvency of the futures commission merchant, or in the event your funds are misappropriated.
- (3) The funds you deposit with a futures commission merchant for trading futures positions are not protected by the Securities Investor Protection Corporation even if the futures commission merchant is registered with the Securities and Exchange Commission as a broker or dealer.
- (4) The funds you deposit with a futures commission merchant are generally not guaranteed or insured by a derivatives clearing organization in the event of the bankruptcy or insolvency of the futures commission merchant, or if the futures commission merchant is otherwise unable to refund your funds. Certain derivatives clearing organizations, however, may have programs that provide limited insurance to customers. You should inquire of your futures commission merchant whether your funds will be insured by a derivatives clearing organization and you should understand the benefits and limitations of such insurance programs.
- (5) The funds you deposit with a futures commission merchant are not held by the futures commission merchant in a separate account for your individual benefit. Futures commission merchants commingle the funds received from customers in one or more accounts and you may be exposed to losses incurred by other customers if the futures commission merchant does not have sufficient capital to cover such other customers' trading losses.
- (6) The funds you deposit with a futures commission merchant may be invested by the futures commission merchant in certain types of financial instruments that have been approved by the Commission for the purpose of such investments. Permitted investments are listed in Commission Regulation 1.25 and include: U.S. government securities; municipal securities; money market mutual funds; certain corporate notes and bonds. The futures commission merchant may retain the interest and other earnings realized from its investment of customer funds. You should be familiar with the types of financial instruments in which a futures commission merchant may invest customer funds.
- (7) Futures commission merchants are permitted to deposit customer funds with affiliated entities, such as affiliated banks, securities brokers or dealers, or foreign brokers. You should inquire as to whether your futures commission merchant deposits funds with affiliates and assess whether such deposits by the futures commission merchant with its affiliates increases the risks to your funds.
- (8) You should consult your futures commission merchant concerning the nature of the protections available to safeguard funds or property deposited for your account.
- (9) Under certain market conditions, you may find it difficult or impossible to liquidate a position. For example, this can occur when the market reaches a daily price fluctuation limit ("limit move").
- (10) All futures positions involve risk and a "spread" position may not be less risky than an outright "long" or "short" position.

Continued on Next Page.

RISK DISCLOSURE STATEMENT

- (11) The high degree of leverage (gearing) that is often obtainable in futures trading because of the small margin requirements that can work against you as well as for you. Leverage (gearing) can lead to large losses as well as gains.
- (12) In addition to the risks noted in the paragraphs enumerated above, you should be familiar with the futures commission merchant you select to entrust your funds for trading futures positions. The Commodity Futures Trading Commission requires each futures commission merchant to make publicly available on its website firm specific disclosures and financial information to assist you with your assessment and selection of a futures commission merchant. Information regarding this futures commission merchant may be obtained by visiting our Website: www.rjobrien.com/about/firmdisclosures.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL FUTURES TRADING WHETHER FOREIGN OR DOMESTIC. IN ADDITION, IF YOU ARE CONTEMPLATING TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS, YOU SHOULD BE AWARE OF THE FOLLOWING ADDITIONAL RISKS:

- (13) Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby, a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange including, the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, customers who trade on foreign exchanges may not be afforded certain protections which apply to domestic transactions; including, the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction.
- (14) Finally, you should be aware that the price of any foreign futures or option contract, and the potential profit and loss resulting therefrom, may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the foreign futures contract is liquidated or the foreign option contract is liquidated or exercised.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF THE COMMODITY MARKETS.

If Individual, Joint, or Sole Proprietorship Account:

Printed Customer Name

Customer Signature

Date

Printed Joint Party Name

Joint Party Signature

Date

If Trust:

(All trustees must sign)

Print Customer Name

Authorized Signature

Date

Printed Customer Name

Authorized Signature

Date

R.J. O'BRIEN'S PRIVACY POLICY

R.J. O'Brien & Associates, LLC and its affiliates (collectively, "R.J. O'Brien" or "we" or "us") and your Introducing Broker (if applicable) believe in respecting the privacy and security of your personal information. Please read this Privacy Policy carefully.

We do not disclose any nonpublic personal information about our customers, or former customers, to anyone except as permitted by law.

Collection of Information

We may collect personally identifiable information ("PII") about you from the following sources:

- Information we receive from you on applications or other forms;
- Information from communication and interactions that we have with you;
- Information from third parties who provide consumer information or verify consumer relationships;
- Information about your transactions with us, our affiliates or others;
- Information we receive from a consumer reporting agency; and
- Information about you that we obtain through an information collecting device from a web server.

PII includes any information by which you can be personally identified and may include your name, address, age, date of birth, electronic mail address, occupation, employment information, telephone number, education, the kind of service provided to you, credit card number, and other similar information.

Use and Disclosure of Your Information

We may use and/or share your PII for the following reasons:

- To contact you in response to your inquiries, comments and suggestions;
- To contact you otherwise when necessary;
- For the specific purpose for which it was volunteered;
- To complete any transactions you may perform with or through us;
- To be provided to R.J. O'Brien's third parties in connection with the legitimate business purposes of R.J. O'Brien or the site;
- To third parties for the legitimate business purposes of those third parties;
- To third parties that assist us with preparing and processing orders and statements;
- To generate aggregate statistical studies;
- As required by law or regulation, or as requested by government authorities, or for the protection of persons or property;
- In connection with an acquisition, merger, restructuring, sale or other transfer involving all or any portion of the business; and
- For other business purposes.

Confidentiality and Security

We restrict access to your PII to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards to guard your PII. However, due to the design of the internet, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties. Furthermore, your individual broker may be provided your PII.

USA Patriot Act: Notice to Customers

To help the government fight 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 for 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 ask to see your driver's license or other identifying documents.

ACCOUNT APPLICATION FOR INDIVIDUAL,
JOINT, TRUST, IRA AND SOLE PROPRIETORSHIP
ACCOUNTS - Page 1



(Please type or print legibly in ink)

FOR OFFICE USE ONLY

Type of Account (please check one)

Individual Joint Trust IRA Sole Proprietorship/DBA

Office / Sales Code / Account Number

Commission (RT)

*All questions must be answered
Legal Account Owner

Last Name First Name MI SSN/Tax ID Date of Birth (MM/DD/YYYY)

Residence Address (no P.O. Boxes)

Street City State Country Postal Code/Zip+4

Mailing Address (if different from above)

Street City State Country Postal Code/Zip+4

Preferred Phone Alternate Phone Preferred Email Alternate Email

Reason for Trading (please check one): Hedge Speculation Number of Dependents _____

US Citizen (please check one): Yes Other _____
If Other, provide Nationality and Passport Number

Is this a discretionary account? Yes No

If Sole Proprietorship, (Doing Business As) DBA Name _____

Name of Broker who solicited you for this application _____

Employer Information Retired (if so, please indicate prior occupation)

Position Nature of Business Employer Name

Street City State Country Postal Code/Zip+4

FINANCIAL INFORMATION (in USD \$)

Annual Income Net Worth (exclusive of primary home) Liquid Net Worth

Current Banking Information

Bank Name City Your Account Number(s)

Current Futures/Commodities Brokerage Information

Brokerage Name Account Open? Yes No

Current Securities Brokerage Information

Brokerage Name Account Open? Yes No

INVESTMENT EXPERIENCE

**Further Information Provided or Detail
Required**

- Yes No Do you have experience trading futures? If yes, ____ years
- Yes No Do you have experience trading commodity options? If yes, ____ years
- Yes No Do you have experience trading commodity funds? If yes, ____ years
- Yes No Do you have experience trading stocks/bonds? If yes, ____ years
- Yes No Do you have any unsatisfied debit balance(s) with RJO or with any other commodities/securities firm?
- Yes No Does any other person have authority to trade this account?
- Yes No 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 Are you an employee or member of any futures or securities exchange, NFA, a member firm of either of those entities or an employee of RJO? If yes, please list:

- Yes No Does this account owner control or have a financial interest in any other account at RJO? If yes, please list:

- Yes No Have you ever been subject to bankruptcy proceedings, receivership or similar actions, voluntarily or involuntarily? If yes, please list reason and date cleared:

- Yes No Have you ever been in a legal dispute or involved in arbitration proceedings arising from a commodities or securities dispute? If yes, please attach a statement summary of dispute or arbitration proceedings.

SUMMARY QUESTIONS

- Yes No Do you understand the basics of futures trading?
- Yes No Do you understand the risks of loss and the possibility of incurring a debit?
- Yes No Do you understand RJO's Margin Policy? (See RJO Account Agreement, Section 3)
- Yes No Is futures trading suitable for you?

Applicant Signature

Date

JOINT ACCOUNT FORM - Page 1
 (Please type or print legibly in ink)

If this is a joint account, please complete below for second account owner.

Type of Account (please check one): Joint Tenants with Rights of Survivorship (JTWROS)
 Joint Tenants in Common (JTIC)

***All questions must be answered**

 Last Name First Name MI SSN/Tax ID Date of Birth (MM/DD/YYYY)

Residence Address (*no P.O. Boxes*)

 Street City State Country Postal Code/Zip+4

Mailing Address (*if different from above*)

 Street City State Country Postal Code/Zip+4

 Preferred Phone Alternate Phone Preferred Email Alternate Email

US Citizen (please check one): Yes Other _____
 If Other, please provide Nationality and Passport Number

Employer Information Retired (*if so, please indicate prior occupation*)

 Position Nature of Business Employer Name

 Street City State Country Postal Code/Zip+4

FINANCIAL INFORMATION (in USD \$)

 Annual Income Net Worth (exclusive of primary home) Liquid Net Worth

Current Banking Information

 Bank Name City Your Account Number(s)

Current Futures/Commodities Brokerage Information

 Brokerage Name Account Open? Yes No

Current Securities Brokerage Information

 Brokerage Name Account Open? Yes No

INVESTMENT EXPERIENCE

Further Information Provided or Detail Required

- Yes No Do you have experience trading futures? If yes, ____ years
- Yes No Do you have experience trading commodity options? If yes, ____ years
- Yes No Do you have experience trading commodity funds? If yes, ____ years
- Yes No Do you have experience trading stocks/bonds? If yes, ____ years
- Yes No Do you have any unsatisfied debit balance(s) with RJO or with any other commodities/securities firm?
- Yes No Does any other person have authority to trade this account?
- Yes No 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 Are you an employee or member of any futures or securities exchange, NFA, a member firm of either of those entities or an employee of RJO? If yes, please list:

- Yes No Does this account owner control or have a financial interest in any other account at RJO? If yes, please list:

- Yes No Have you ever been subject to bankruptcy proceedings, receivership or similar actions, voluntarily or involuntarily? If yes, please list reason and date cleared:

- Yes No Have you ever been in a legal dispute or involved in arbitration proceedings arising from a commodities or securities dispute? If yes, please attach a statement summary of dispute or arbitration proceedings.

SUMMARY QUESTIONS

- Yes No Do you understand the basics of futures trading?
- Yes No Do you understand the risks of loss and the possibility of incurring a debit?
- Yes No Do you understand RJO's Margin Policy? (See RJO Account Agreement, Section 3)
- Yes No Is futures trading suitable for you?

Applicant Signature _____

Date _____

ACCOUNT AGREEMENT

1. ACCOUNT STATUS

This Account Agreement (“**Agreement**”) sets forth the terms and conditions upon which R.J. O’Brien & Associates, LLC (“**R.J. O’Brien**”) will accept and maintain for the undersigned (“**Customer**”) one or more accounts (individually, “**Account**” and collectively, “**Accounts**”) and act as broker or dealer for Customer in the execution and clearing of orders for transactions (whether domestic or foreign) involving the purchase and sale of futures contracts; options on futures contracts; commodities and forward contracts, option, spot and forward foreign exchange transactions; exchange for physicals (“**EFPs**”); and any other cash transaction or derivative, or any similar instruments which may be purchased, sold or cleared by or through a futures commission merchant (“**FCM**”) (individually, a “**Contract**” and collectively, “**Contracts**”).

If the Account has been introduced to R.J. O’Brien by a broker (“**Introducing Broker**”), all references to R. J. O’Brien in this Agreement shall include the Introducing Broker, and the Introducing Broker shall enjoy all benefits and rights hereunder. Customer understands that if using an Introducing Broker, R.J. O’Brien’s only relationship between it and the Introducing Broker is to execute or clear trades introduced to Customer by the Introducing Broker and that the Introducing Broker is not controlled by R. J. O’Brien. Supervision and/or control of the activity in the Account (as hereinafter defined) rest with the Introducing Broker, subject to Applicable Law, if relevant for the type of Contract traded, unless the Introducing Broker is a Guaranteed Introducing Broker of R.J. O’Brien and in such case only to the extent required by Applicable Law. Customer acknowledges that R.J. O’Brien pays a portion of its fees and commissions to the Introducing Broker. Commissions charged to the Account are established by the Introducing Broker. Customer agrees and acknowledges that the Introducing Broker, or any other entity or person if so authorized by Customer including any broker of R.J. O’Brien (the “**Agent**”), and R.J. O’Brien may share information with each other regarding or relating to the Account.

Customer agrees to permit verification of relevant information by R.J. O’Brien through third parties (including credit reporting entities). In any event, this Agreement and the Accounts permitted hereunder become effective only upon acceptance by an authorized representative of R.J. O’Brien at its principal office in Chicago, Illinois.

2. APPLICABLE LAW

All Accounts, Contracts and Agreements in respect of such Accounts shall be subject to: (i) the Commodity Exchange Act (“**CEA**”) and all rules and interpretations of the Commodity Futures Trading Commission (“**CFTC**”); (ii) the constitution, by-laws, rules, regulations, policies, procedures, interpretations and customs of any applicable board of trade, exchange, contract market, trading facility or execution facility, including, without limitation, an electronic trading system, facility or service, or clearing organization or of any clearing firm or self-regulatory agency or organization; and (iii) any other laws, rules, interpretations, customs or usage of the trade applicable to Customer’s trading of Contracts. All such laws, rules, regulations, policies, procedures, interpretations, customs and usage, as enforced from time to time, are hereinafter collectively referred to as “**Applicable Law**.”

3. MARGINS

Customer agrees at all times to maintain such margin in the Account as R.J. O’Brien may from time to time (at its sole discretion) require, and will meet all margin calls in a reasonable amount of time. Customer agrees that, if requested to do so, Customer will promptly wire-transfer such funds upon demand by R.J. O’Brien. Market conditions permitting, R.J. O’Brien agrees to make reasonable efforts to notify Customer of margin calls and/or deficiencies. Such notice may be made orally, by electronic notice or through notation of a margin deficit or otherwise on daily confirmation statements. Customer will be allowed a reasonable period of time to provide funds.

FOR PURPOSES OF THIS AGREEMENT, A REASONABLE AMOUNT OF TIME SHALL BE DEEMED TO BE ONE (1) HOUR, OR LESS THAN ONE (1) HOUR IF, IN R.J. O’BRIEN’S BUSINESS JUDGMENT, MARKET CONDITIONS WARRANT.

Customer further agrees that, notwithstanding anything in this Agreement to the contrary, in the event that the Account is under margined, has zero equity or is equity deficit at any time, or in the event that R.J. O’Brien is unable to contact Customer due to Customer’s unavailability or due to a breakdown in electronic communications, R.J. O’Brien shall have the right to spread or liquidate all or any part of Customer’s positions through any means available without prior notice to Customer.

Customer acknowledges that R.J. O’Brien has no obligation to establish uniform margin requirements among products or customers, that margins required by R.J. O’Brien may exceed the minimum margin requirements of the applicable exchange or clearinghouse, and that margin requirements may be increased or decreased from time to time in R.J. O’Brien’s discretion without advance notice to Customer.

All checks and funds from Customer, to be credited to the Account, must be payable only to “R.J. O’Brien”. All deposits shall be deemed made only when cleared funds are actually received by R.J. O’Brien. If a check is not honored or paid by a bank upon presentment, R.J. O’Brien will immediately debit the Account for the amount of the returned check as well as any fees incurred.

Any failure by R.J. O’Brien to call for margin at any time shall not constitute a waiver of R.J. O’Brien’s right to do so any time thereafter, nor shall such failure create any liability to the Customer.

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4. CUSTOMER DEFAULT, LIQUIDATION OF ACCOUNTS AND OTHER RIGHTS OF R.J. O'BRIEN

As used herein, each of the following shall be an **"Event of Default"**: (i) Customer defaults on any obligations to R.J. O'Brien hereunder or otherwise in respect of any transaction or agreement; (ii) Customer fails to deposit or maintain required margin (as determined by R.J. O'Brien in its sole discretion), fails to pay required premiums or fails to make any other payments required hereunder or otherwise in respect of any Contract, or R.J. O'Brien determines that Collateral (as hereinafter defined) deposited to protect one or more Accounts is inadequate, regardless of current market quotations, to secure the Account; (iii) any representation made by Customer is not or ceases to be accurate and complete in any material respect; (iv) a case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed by or against Customer, or Customer makes or proposes to make any arrangement or composition for the benefit of its creditors, or Customer or any of its property is subject to any agreement, order or judgment providing for Customer's dissolution, liquidation or reorganization, or for the appointment of a receiver, trustee or similar officer of Customer or such property; (v) any warrant or order of an attachment is issued against any Account or a judgment is levied against any Account; or (vi) any event where R.J. O'Brien reasonably considers it necessary, as determined in its sole discretion, to take the actions set forth herein for its protection. Upon the occurrence of an Event of Default, R.J. O'Brien shall have the right, without limitation, to (A) liquidate or close out any or all of Customer's open Contracts in whole or in part; (B) cancel any or all of Customer's outstanding orders, Contracts or any other commitments made on behalf of Customer; (C) treat any or all of Customer's obligations due to R.J. O'Brien as immediately due and payable; (D) set-off any obligations of R.J. O'Brien to Customer against any obligations of Customer to Collateral or the proceeds of the sale of any Collateral to satisfy R.J. O'Brien; (E) sell any securities, Contracts or Collateral held or carried for Customer and/or set-off and apply any obligations of Customer to R.J. O'Brien; (F) borrow or buy any securities, Contracts or other property for any Account; (G) terminate any or all of R.J. O'Brien's obligations for future performance to Customer; (H) take such other further action as R.J. O'Brien, in its sole discretion, deems necessary or appropriate under the circumstances.

So long as R.J. O'Brien's rights or position would not be jeopardized thereby, R.J. O'Brien shall make a good faith effort to notify Customer of its intention to take any of the actions specified in (A) through (H) above before taking any such action provided that R.J. O'Brien shall not be deemed to have breached any obligation to Customer if no such notice is given. Any sale or purchase hereunder may be made in any manner determined by R.J. O'Brien to be commercially reasonable. It is understood that in all cases, a prior demand or notice shall not be considered a waiver of R.J. O'Brien's right to take any action provided for herein and that Customer shall be liable for the payment of any deficiency remaining in each Account after any such action is taken, together with interest thereon and all costs relating to liquidation and collection (including reasonable attorneys' fees).

5. SECURITY

As security for the payment or performance of all obligations to R.J. O'Brien or any of its affiliates now or hereafter existing (collectively, the **"R.J. O'Brien Entities"**) presently outstanding or to be incurred under this or any other agreement or otherwise, Customer grants the R.J. O'Brien Entities a security interest, in and right of, setoff against any and all property belonging to Customer or in which Customer may have an interest, and the proceeds thereof, held by any R.J. O'Brien Entity or carried in any account of Customer with any R.J. O'Brien Entity, or which are or may become, due to Customer or to R.J. O'Brien Entities for any account (including amounts from any exchange or clearing broker in respect of any Contracts) and all rights Customer may have against any of the R.J. O'Brien Entities (collectively, the **"Collateral"**). The Collateral shall be subject to such security interest and right of set-off to discharge all obligations of Customer to any of the R.J. O'Brien Entities, wherever or however arising, and without regard to whether or not any R.J. O'Brien Entity has made loans with respect to such Collateral.

The R.J. O'Brien Entities are authorized to take any or all actions authorized in Section 4 without notice in order to satisfy such obligations. In taking any such action, the R.J. O'Brien Entities shall have the discretion to determine the amount, order and manner of property to be sold and shall have all the rights and remedies available to a secured party under Applicable Law. Without the consent of R.J. O'Brien, Customer will not cause or allow any of the collateral held in any Customer account, whether now owned or hereafter acquired, to be or become subject to liens, security interests, mortgages or encumbrances of any nature other than the security interest in favor of the R.J. O'Brien Entities. Customer acknowledges that R.J. O'Brien and each of its affiliates act as agents for each other in respect of the Collateral subject to the security interest, lien and right of set-off described above.

Customer acknowledges that R.J. O'Brien is hereby authorized for its account and benefit, from time to time and without notice to Customer, either separately or with others, to lend, repledge, hypothecate or rehypothecate, either to itself or to others, any and all property (including but not limited to securities, commodities warehouse receipts or other negotiable instruments) in any Account and R.J. O'Brien shall not at any time be required to deliver to Customer such identical property, but may fulfill its obligation by delivery of property of the same kind and amount.

6. DEBIT BALANCES, COMMISSIONS, FEES AND OTHER COSTS

Customer agrees to pay and R.J. O'Brien is hereby authorized to charge the Account for (i) the amount of any trading loss, debit balance or deficiency, and any applicable interest thereon, in any of the Accounts; (ii) all commissions, fees and other costs incurred or owed in connection with Contracts executed, carried and/or cleared by R.J. O'Brien, including but not limited to, Introducing Broker or Agent, if any, and floor brokerage, clearing, exchange and NFA fees; (iii) all regulatory, exchange and other self-regulatory fees, fines, penalties and charges incurred or imposed with respect to Contracts or other transactions in or for the Account; (iv) any

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applicable taxes; (v) any other service-related fees charged to an Account, including, but not limited to, wire transfer fees, statement fees and transaction fees and; (vi) any other amount owed by Customer to R.J. O'Brien with respect to the Account. In the event that an Account is transferred to another FCM, transfer commissions and/or service fees may be charged.

Any interest accrued in any Account on excess cash balances shall be retained by R.J. O'Brien. R.J. O'Brien shall be under no obligation to pay or account to Customer for any interest income or benefits that may be derived from or use of client monies, reserves, deposits, cash equivalents or any other property. If Customer does not promptly pay a debit in the Account and R.J. O'Brien deems it necessary to take collection action, Customer will hold R.J. O'Brien harmless for all losses and expenses and will reimburse R.J. O'Brien for the debit and all costs incurred, including reasonable attorneys' fees in connection with such collection actions. Customer agrees to pay interest on debits and deficiencies at the greater of 2% per month or at an annual rate of 2% over the prime rate at the Harris Trust & Savings Bank of Chicago.

R.J. O'Brien is authorized to transfer among a regulated Account and any other Account, including foreign exchange Accounts and non-regulated Accounts and vice versa, such excess funds as may be required for any reason R.J. O'Brien deems appropriate in R.J. O'Brien's sole and absolute discretion.

7. FOREIGN EXCHANGE RISK

If Customer directs R.J. O'Brien to enter into any transaction which is effected in a foreign currency or if funds provided by Customer involve the use of a foreign currency, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's account and risk. All initial and subsequent deposits for margin purposes shall be made in U.S. dollars unless otherwise approved in writing by R.J. O'Brien. R.J. O'Brien is authorized to convert funds in the Account into and from the relevant foreign currency at the rate of exchange obtained from R.J. O'Brien or R.J. O'Brien's bank plus appropriate fees.

8. POSITIONS AND DELIVERIES

Customer acknowledges Customer's reporting obligations (regarding certain sized positions) under regulations promulgated by the CFTC ("**CFTC Regulations**"), including the obligation to complete Form 40 upon request by the CFTC. Customer acknowledges that the making or accepting of delivery pursuant to a futures Contract may involve a much higher degree of risk than liquidating a position by offset. R.J. O'Brien has no control over and makes no warranty with respect to grade, quality, or tolerances of any commodity delivered in fulfillment of a Contract. Customer understands that unless the Contract specifications state to the contrary, every futures Contract contemplates delivery and Customer shall promptly advise R.J. O'Brien if Customer intends to make or take delivery. When Customer intends to take delivery, Customer shall deposit with R.J. O'Brien the full value of the commodity at least one (1) business day prior to the first notice day and in the case of short positions, at least four (4) business days prior to last trading day. Alternatively, sufficient funds to take delivery or the necessary documents must be in the possession of R.J. O'Brien within the same periods described above. If R.J. O'Brien does not receive the aforementioned instructions, funds or documents, R.J. O'Brien is authorized, at its discretion, to borrow or buy any property necessary to honor such obligation and Customer shall pay and indemnify R.J. O'Brien for any Losses (as hereinafter defined) which R.J. O'Brien may incur in fulfilling this responsibility.

Customer agrees that R.J. O'Brien, at its discretion, may establish trading limits for the Account and may limit the number of open positions (net or gross) which Customer may execute, clear, and/or carry with or acquire through it. Customer agrees (i) not to make any trade which would have the effect of exceeding such limits, (ii) that R.J. O'Brien may require Customer to reduce open positions carried with R.J. O'Brien, and (iii) that R.J. O'Brien may refuse to accept orders to establish new positions. R.J. O'Brien may impose and enforce such limits, reduction, or refusal whether or not they are required by Applicable Law. Customer shall comply with all position limits established by any regulatory or self-regulatory organization or any exchange. In addition, Customer agrees to notify R.J. O'Brien promptly if Customer is required to file position reports with any regulatory or self-regulatory organization or with any exchange and agrees to provide R.J. O'Brien with copies of any such report. R.J. O'Brien expressly disclaims any liability for Customer's losses related to Customer's exceeding applicable limits.

Approval for hedge margins does not exempt an Account from speculative position limits. To be exempt from speculative position limits requires application and approval of a hedge exemption from the CFTC and the Contract's respective exchange.

9. OPTIONS

CUSTOMER WILL NOT PURCHASE A PUT OR CALL UNLESS CUSTOMER IS ABLE TO SUSTAIN THE TOTAL LOSS OF THE PREMIUM AND RELATED TRANSACTION COSTS. CUSTOMER WILL NOT SELL (WRITE) A CALL OR PUT OPTION UNLESS CUSTOMER EITHER HAS AN OFFSETTING POSITION IN THE UNDERLYING FUTURES CONTRACT OR IS ABLE TO WITHSTAND SUBSTANTIAL FINANCIAL LOSSES.

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Customer recognizes that Customer is fully responsible for taking action to exercise an option Contract. R.J. O'Brien shall not be required to take any action with respect to an option Contract, including any action to exercise a valuable option prior to its expiration date, except upon express instructions from Customer. In this connection, Customer understands that exchanges have established exercise cut-off times for the tender of exercise instructions and that Customer's options may become worthless in the event that Customer does not provide instructions promptly. Customer also understands that some exchanges may automatically exercise long in-the-money options pursuant to the regulations of such exchange. Customer further understands that R.J. O'Brien cut-off times may differ from the times established by the exchanges and hereby agrees to waive any and all claims for damage or loss which might arise out of an option not being exercised. R.J. O'Brien will not be responsible for information regarding option expiration dates and assignment notification. Additionally, R.J. O'Brien will not be responsible for any errors or omissions regarding such information. Customer understands that short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned. Notices of assignment are allocated on a random basis among all customers' short option positions which are subject to exercise

10. LIMITATION OF LIABILITY OF R.J. O'BRIEN

Customer authorizes R.J. O'Brien to purchase and sell Contracts in accordance with Customer's or Introducing Broker's or Agent's (as applicable) oral or written instructions. In executing transactions on an exchange, R.J. O'Brien will not be responsible to Customer for negligence or misconduct of any third party brokers selected by R.J. O'Brien. R.J. O'Brien will not be responsible to Customer in the event of error, failure, negligence, or misconduct on the part of any non-Guaranteed Introducing Broker, Agent, Commodity Trading Advisor, or other person acting on Customer's behalf and, without limiting the foregoing, R.J. O'Brien has no obligation to investigate the facts surrounding any transaction in the Account which is introduced by such non-Guaranteed Introducing Broker, Agent, Commodity Trading Advisor, or other person. Further, R.J. O'Brien is not responsible or liable whatsoever for any matter relating to the practices, actions or any other matter in regard to a non-Guaranteed Introducing Broker, Agent, Commodity Trading Advisor, or other person. If using an Introducing Broker, Agent, Commodity Trading Advisor or other person, Customer agrees not to bring any action or counterclaim against R.J. O'Brien and will assert any such claim against only the Introducing Broker, Agent, Commodity Trading Advisor, or other person for any redress with respect to any matter other than R.J. O'Brien's gross negligence or willful misconduct in executing, clearing and/or accounting of transactions.

With respect to Guaranteed Introducing Brokers, Customer agrees that R.J. O'Brien's maximum liability to Customer shall be limited to the amount of the minimum net capital requirement (calculated in accordance with 17 C.F.R. §1.17 as of the date of the finding of actual liability) that would have been required for the Guaranteed Introducing Broker had it been a non-Guaranteed Introducing Broker. Customer expressly acknowledges that a finding of liability against an Introducing Broker may substantially exceed the amount of the Introducing Broker's minimum net capital requirement which, in some circumstances, may be as low as \$45,000. This means that Customer's right to recover from R.J. O'Brien, with respect to any Guaranteed Introducing Broker, pursuant to the provisions of this paragraph could also be limited to \$45,000.

Customer shall have no claim against R.J. O'Brien for any Losses (as defined in Section 17 herein) caused directly or indirectly by: (a) governmental, court, exchange, regulatory or self-regulatory organization restrictions, regulations, rules, decisions, or orders; (b) suspension or termination of trading; (c) war or civil or labor disturbance; (d) delay or inaccuracy in the transmission or reporting of orders due to a breakdown or failure of computer services, transmission, communication or execution facilities; (e) the failure or delay by any exchange or clearinghouse to enforce its rules or to pay to R.J. O'Brien any margin due in respect of Customer's account; (f) the failure or delay by any bank, trust company, clearing organization, or other person which, pursuant to applicable exchange rules, is holding Customer funds, securities, or other property to pay or deliver the same to R.J. O'Brien; (g) any other cause or causes beyond R.J. O'Brien's control; (h) as a result of any action taken by R.J. O'Brien or its agents to comply with Applicable Law; (i) as a result of any actions taken by R.J. O'Brien in connection with the exercise of available remedies pursuant to Section 4; (j) for acts or omissions of those neither employed nor supervised by R.J. O'Brien. R.J. O'Brien shall not be responsible for any Losses except to the extent that such Losses directly arise from its gross negligence or willful misconduct. In no event will R.J. O'Brien or any of its service providers be liable to Customer for consequential, incidental or special damages, even if advised of the possibility of such damages. R.J. O'Brien's violation of any Applicable Law shall not provide Customer with either a defense to a claim by R.J. O'Brien or the basis of a claim against R.J. O'Brien.

11. COMMUNICATIONS AND ORDERS

Since Contracts may experience rapid movements in price, Customer's attention is required in the placement of orders and execution of the same by R.J. O'Brien. Unless a managed (discretionary) account has been arranged through the execution of a written trading authorization, each order should be communicated to R.J. O'Brien by the Customer or Customer's Introducing Broker or Agent as may be applicable. Instructions should include, but may not necessarily be limited to, the commodity involved, quantity, price, and delivery month. Any trade not specifically authorized by Customer must be immediately reported by Customer directly to R.J. O'Brien's Compliance Department. Customer will be financially responsible for all trades not so reported and for any Losses arising by virtue of a course of dealing involving his/her grant of de facto control over the Account to Introducing Broker or Agent.

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Orders are good for one (1) day only (regular day trading session) unless specified and accepted as being “open”, in which case the order will remain open until filled or the Customer specifies otherwise. The price at which an order is actually executed shall be binding even if incorrectly reported. Similarly, an order actually executed, but in error reported as not executed is also binding.

Customer agrees that when R.J. O'Brien executes sell or buy orders on Customer's behalf, R.J. O'Brien, its directors, officers, employees, agents, affiliates, and any floor broker or terminal operator may take the other side of Customer's order for the account of such person subject to such order being executed in accordance with and subject to the limitations and conditions, if any, contained in Applicable Law.

R. J. O'Brien offers certain internet-based, electronic order entry platforms for the purpose of facilitating the entry of Customer orders trading in Contracts (“**RJO Platform(s)**”). If Customer wants to use an RJO Platform, Customer acknowledges that Customer must first sign an additional agreement that will govern such use. R.J. O'Brien may, in its sole discretion, accept orders submitted by electronic mail. Customer agrees and understands that any order submitted through electronic mail is not held until the undersigned receives a confirmation with an order number from R.J. O'Brien. R.J. O'Brien has no obligation with respect to the execution, confirmation and/or settlement of orders transmitted by electronic mail until R.J. O'Brien has actually received such order. Further, R.J. O'Brien may accept or reject any order in its sole discretion. Customer acknowledges and agrees that it is Customer's responsibility to contact R.J. O'Brien if a confirmation is not received. Any order submitted through electronic mail is not valid unless the order has all of the following criteria: (1) the buy/sell; (2) the quantity; (3) the month; (4) the price, order type, day or open order; (5) the account number.

Customer accepts full responsibility for the use and protection of Customer's electronic mail address as well as for any transmission or order submitted under his/her electronic mail address. Customer acknowledges and agrees that use of electronic mail to submit orders will be at the sole risk of, and will for all purposes be binding upon, the Customer as if the electronic mail had been submitted by Customer. Customer agrees to any financial liability for any orders transmitted under the undersigned's electronic email address. All transmissions generated by electronic mail will be deemed to be authorized and made by Customer and Customer agrees to indemnify and defend R.J. O'Brien and its directors, officers, employees, agents or affiliates against any claims, costs, expenses (including reasonable attorney's fees) and Losses that R.J. O'Brien incurs arising out of Customer's use of electronic mail.

R.J. O'Brien reserves the right at any time, in its sole discretion, to temporarily or permanently restrict the use of electronic mail to submit orders. Further, R.J. O'Brien reserves the right, in its sole discretion, to institute or change policies at any time.

12. REPORTS AND NOTICES

SHOULD INACCURACIES OR DISCREPANCIES APPEAR ON CUSTOMER'S STATEMENTS OF ACCOUNTS, MARGIN CALLS, OR NOTICES, CUSTOMER AGREES THAT IT IS CUSTOMER'S DUTY TO INFORM R.J. O'BRIEN OF THE PROBLEM BY TELEPHONE OR EMAIL IMMEDIATELY UPON THE EARLIER OF ACTUAL RECEIPT OF THE STATEMENT BY CUSTOMER, OR THE TIME THE STATEMENT IS DEEMED RECEIVED BY CUSTOMER PURSUANT TO THIS SECTION 12. IN THE EVENT THAT CUSTOMER DOES NOT RESPOND IMMEDIATELY, EXECUTED ORDERS AND STATEMENT REPORTS SHALL BE CONSIDERED RATIFIED BY CUSTOMER AND SHALL RELIEVE R.J. O'BRIEN OF ANY RESPONSIBILITY WHATSOEVER RELATIVE TO THE TRANSACTION(S) IN QUESTION. ALL REPORTS OF INACCURACIES OR DISCREPANCIES MUST BE MADE TO CUSTOMER'S INTRODUCING BROKER OR AGENT AND TO R.J. O'BRIEN'S COMPLIANCE DEPARTMENT.

Customer has the responsibility to maintain contact with Customer's Introducing Broker or Agent (as applicable) at all times when Customer has market positions or has placed orders, but is not available at Customer's regular address or telephone number to receive reports. Customer authorizes R.J. O'Brien to transmit electronically (which may include electronic mail) to Customer or post on an RJO Platform all statements, which may include margin deficit (call) notices, compilations and details of transactions, and other notices, and Customer hereby consents to such methods of receiving such information. This consent to receiving such information electronically shall be effective until revoked by Customer in writing and received by R.J. O'Brien. It shall be Customer's responsibility to check Customer's electronic mail and the RJO Platform site on a regular basis and no less than daily, to receive statements, compilations and details of transactions, and other notices from R.J. O'Brien. Customer agrees to download or print such statements, compilations and details of transactions, and other notices if such statements or information are available for downloading or printing. Information sent by electronic mail shall be deemed received by Customer by 10:00 a.m. (Central Time) the next business day after R.J. O'Brien sends the electronic mail. Information and notices posted on an RJO Platform shall be deemed received by Customer by 10:00 a.m. (Central Time) after R.J. O'Brien posts such information and notices. Customer shall promptly notify R.J. O'Brien of any difficulty in accessing, opening or otherwise viewing an electronically transmitted document or information.

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Upon Customer's request, R.J. O'Brien will use an alternative method of delivering such documents or information to Customer, at Customer's sole expense, at a fee established by R.J. O'Brien, which may be adjusted from time to time. Such alternative means of delivery shall not affect the date such document or information is deemed received by Customer as set forth above. Details of trades and any other similar information or notices, either sent to Customer or posted on an RJO Platform, shall be conclusive and binding unless Customer notifies R.J. O'Brien to the contrary: (i) where a report or notice is sent electronically, posted on an RJO Platform or made orally, then, as the case may be, at the earlier of the time actually received, or deemed to be received pursuant to this paragraph 12 by Customer, or (ii) where a report or notice is in writing by 8:00 a.m. (Central Time) on the next business day following receipt of such report.

13. CUSTOMER REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Customer represents, warrants to and agrees with R.J. O'Brien that:

- A. Customer, if an individual, represents that he or she is of legal age and competence to enter into this Agreement;
- B. Customer, if a legal entity, represents that it is duly organized, validly existing, and empowered to enter into this Agreement to establish the Account and to enter into transactions in Contracts as contemplated hereby. Customer further represents that the person executing this Agreement on its behalf has been duly and validly authorized to do so;
- C. Neither Customer nor any of its partners, directors, officers, members, managers, employees affiliates are a partner, director, officer, member, manager, or employee of an FCM, brokerdealer, Introducing Broker, or regulatory of self-regulatory organization except as previously disclosed in writing to R.J. O'Brien;
- D. Except as disclosed on the accompanying Account Application or otherwise provided in writing: (i) Customer is not a commodity pool operator or is exempt from registration under CFTC rules, and (ii) Customer is acting solely as principal and no one other than Customer has any interest in any Account. Customer agrees to notify R.J. O'Brien of the identity of any other person or entity that controls the trading of the Account, has a financial interest of 10% or more in the Account, or the identity of any other account in which the Customer controls or has a 10% or greater ownership interest;
- E. If the Account has been designated as a "hedge account" and unless Customer notifies R.J. O'Brien to the contrary at the time it places an order with R.J. O'Brien, Customer represents that each such order will be a bona fide hedging transaction as defined in CFTC Regulation 1.3(z);
- F. Customer represents that it will maintain its Account in accordance with and shall be solely responsible for compliance with Applicable Law;
- G. Customer has determined that trading in commodity interests is appropriate for Customer, is prudent in all respects, and if applicable, does not and will not violate Customer's charter or by-laws (or other comparable governing document) or any law, rule, regulation, judgment, decree, order, or agreement to which Customer or its property is subject or bound;
- H. As required by CFTC Regulations, Customer shall create, retain, and produce upon request of the applicable contract market, the CFTC or the United States Department of Justice documents or any other relevant regulator (such as contracts, confirmations, telex printouts, invoices, and documents of title) with respect to cash transactions underlying exchanges of futures for cash commodities or exchanges of futures in connection with cash commodity transactions;
- I. Absent a separate written agreement between Customer and R.J. O'Brien with respect to give-ups, R.J. O'Brien, in its discretion, may, but shall have no obligation to, accept from other brokers Contracts executed by such brokers on an exchange for Customer and proposed to be "given up" to R.J. O'Brien for clearance and/or carrying in the Account; and
- J. All responses made in connection with this Agreement and the accompanying Account Application (including any financial statements furnished in connection therewith) are true, correct, and complete.

Customer agrees to promptly notify R.J. O'Brien in writing if any of the warranties and representations contained in this Section 13 becomes inaccurate or in any way ceases to be true, complete, and correct, or if there is any material change in Customer's financial information.

14. TAPE RECORDING

Customer hereby authorizes R.J. O'Brien to make recordings of telephone conversations between Customer and R.J. O'Brien and consents to the use of such tape recordings in any forum in connection with resolving disputes. R.J. O'Brien and its affiliates may also, at their discretion, utilize a telephone recording system to place Customer's orders. R.J. O'Brien may erase or dispose of such tapes in accordance with its normal procedures.

15. ENTIRE AGREEMENT

This Agreement reflects the entire agreement between R.J. O'Brien and Customer and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof.

16. GOVERNING LAW AND WAIVER OF STATUTES OF LIMITATIONS

This Agreement shall be governed by the internal laws of the State of Illinois. Customer agrees that no lawsuit, arbitration proceeding or other claim or action relating to this Agreement or the transactions in an Account may be initiated by Customer unless commenced within one (1) year from the date of the disputed transaction; 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 (2) years after the cause of action accrues.

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17. INDEMNIFICATION

Along with any other indemnification obligation set forth herein, Customer agrees to indemnify, defend and hold harmless R.J. O'Brien and its directors, officers, employees, and agents from and against any loss, cost, charge, claim, damage (including any consequential cost, loss or damage), liability, tax or expense (including reasonable attorneys' fees) and any fine, sanction or penalty made or imposed by any regulatory or self-regulatory authority or any exchange (collectively, "Losses") as incurred by R.J. O'Brien or such other persons in connection with the Account and/or any Contracts or positions established or maintained therein. Such indemnification shall include, without limitation, Losses resulting, directly or indirectly from: (a) Customer's failure, breach, or refusal to fully and timely comply with any provision of this Agreement or perform any obligation on its part to be performed pursuant to this Agreement; (b) actions of any third party selected by Customer which affect an Account; (c) Customer's failure to timely deliver any security, commodity, or other property previously sold by R.J. O'Brien on Customer's behalf; (d) any action taken or not taken by R.J. O'Brien in reliance upon any instruction, notice or communication that R.J. O'Brien reasonably believes to have originated from Customer, Introducing Broker or Agent; (e) the exercise of R.J. O'Brien's default remedies under Section 4. Customer additionally agrees to pay promptly to R.J. O'Brien all reasonable attorney's fees incurred by R.J. O'Brien (i) in the enforcement of any of the provisions of this Agreement, or (ii) in any action, claim or demand filed by Customer arising out of this Agreement or any other agreements between R.J. O'Brien and Customer where R.J. O'Brien is not found to be liable or responsible. This Section shall survive any termination of this Agreement.

18. TERMINATION

This Agreement may be terminated by R.J. O'Brien or Customer immediately upon written notice to the other party; however, in the event of Customer's bankruptcy, death, incompetence, dissolution or failure to provide adequate margin, R.J. O'Brien may terminate immediately without prior notice to Customer. In the event of termination and where R.J. O'Brien has not liquidated positions in the Account under its rights granted in this Agreement, Customer shall immediately liquidate such positions, or transfer such positions to another FCM. If Customer does not comply with the foregoing, R.J. O'Brien may liquidate the positions and Customer agrees to indemnify and hold R.J. O'Brien harmless from any and all Losses resulting from such liquidation. Notwithstanding any termination, Customer shall satisfy all obligations to R.J. O'Brien arising hereunder (including, but not limited to, payment of applicable debit balances, commissions, fees, including fees with respect to the transfer of positions to another FCM). The termination of this Agreement shall not affect the obligations of the parties arising from transactions entered into prior to such termination. Any section of this Agreement which is expressed or required to survive, or should by its nature survive, shall survive any termination.

19. OFFSETTING POSITIONS

If Customer maintains separate Accounts in which, pursuant to CFTC Regulation 1.46, offsetting positions are not closed out, R.J. O'Brien hereby advises Customer that (if held open) offsetting long and short hedge positions in the separate Accounts may result in the charging of additional fees and commissions and the payment of additional margin, although offsetting positions will result in no additional market gain or loss.

20. CFTC Reg.15.05 DESIGNATION OF R.J. O'BRIEN AS AGENT OF FOREIGN BROKERS, CUSTOMERS OF A FOREIGN BROKER AND FOREIGN TRADERS; REG 21.03 SELECTED SPECIAL CALLS – DUTIES OF FOREIGN BROKERS, DOMESTIC AND FOREIGN TRADERS, FCM AND CONTRACT MARKETS.

If Customer is a foreign broker it understands that pursuant to CFTC Regulation 15.05, R.J. O'Brien is Customer's Agent (and in the case of a foreign broker, the Agent of its customers) for purposes of accepting delivery and service of any communication upon R.J. O'Brien shall constitute valid and effective service or delivery upon Customer (and if it is a foreign broker, upon its customers). Customer understands that said regulation requires R.J. O'Brien to transmit the communication promptly to it (or its customer) in a manner which is reasonable under the circumstances or specified by the CFTC. Customer also understands CFTC Regulation 21.03 requires it to provide to the CFTC upon special call, market information concerning its options and futures trading (or its customers') as outlined in the regulation. If Customer fails to respond to the special call, the CFTC may direct the appropriate Contract market and all brokers to prohibit further trades for or on its behalf (or for its customers) in the contract specified in the call unless such trades offset existing open Contracts. Special calls are made where the information requested would assist the CFTC in determining whether a threat of market manipulation, corner, squeeze or other market disorder existed. Under Regulation 21.03(g), if Customer believes it is aggrieved by the action taken by the CFTC, it shall have the opportunity for a prompt hearing after the CFTC acts.

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21. MARKET INFORMATION

Exchange and R.J. O'Brien brochures and market insights are often provided as trading tools. In addition, an RJO Platform may also contain certain market information. Customer acknowledges that: (a) any information R.J. O'Brien's Market Insight department may communicate to Customer does not constitute an offer to sell or a solicitation of any offer to buy any Contract; (b) such recommendations and information, although based upon information obtained from sources believed by R.J. O'Brien to be reliable, are incidental to R.J. O'Brien's business as an FCM, may be incomplete and not subject to verification and will not serve as the primary basis for any decision by Customer; (c) R.J. O'Brien makes no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer; (d) recommendations to Customer as to any particular transaction at any given time may differ among R.J. O'Brien's personnel due to diversity in analysis of fundamental and technical factors and may vary from any standard recommendation made by R.J. O'Brien in its market letters or otherwise; (e) R.J. O'Brien has no obligation or responsibility to update any market recommendations or information it communicates to Customer. Customer understands that R.J. O'Brien and its officers, directors, affiliates, stockholders, representatives, or associated persons may have positions in and may intend to buy or sell Contracts which are the subject of market recommendations furnished to Customer and that the market positions of R.J. O'Brien or any such officer, director, affiliate, stockholder, representative, or associated person may or may not be consistent with the recommendations furnished to Customer by R.J. O'Brien.

22. CONSENT TO JURISDICTION AND APPOINTMENT AS ATTORNEY-IN-FACT

Customer agrees that all disputes, claims, actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement shall be litigated or arbitrated exclusively in a court or arbitration forum located in Chicago, Illinois, unless otherwise agreed by R.J. O'Brien. Customer consents and submits to the jurisdiction of any state or federal court or arbitration forum located within the Northern District of Illinois. Customer hereby waives any right Customer may have to transfer or change the venue of any litigation hereunder.

Customer appoints and designates R.J. O'Brien (or any other party whom R.J. O'Brien may from time to time hereinafter designate) as Customer's attorney-in-fact to act on Customer's behalf to sign, seal, execute and deliver all documents and do all such acts as may be required to enable R.J. O'Brien to realize upon all rights in the Collateral.

23. WAIVER, AMENDMENT AND ASSIGNMENT

The failure of R.J. O'Brien to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor in any way to affect the validity of this Agreement or the right of R.J. O'Brien thereafter to enforce each and every provision hereof. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No waiver or amendment shall be implied from any conduct, action, or inaction. No provision of this Agreement may be waived or amended by Customer unless such waiver or amendment is in writing and signed by an authorized officer of R.J. O'Brien. R.J. O'Brien may assign, transfer, sell or otherwise convey its rights and obligations hereunder to another FCM upon notice. This Agreement shall be binding upon Customer's personal representatives and legal successors and shall inure to the benefit of R.J. O'Brien's successors by merger, assignment, consolidation or otherwise.

24. ELECTRONIC SIGNATURE

Customer agrees that any records stored by a printed media storage method shall be deemed complete, true and genuine record of Customer's account documents and signatures. If Customer elects to open an account through the use of an electronic signature under the federal E-SIGN legislation, such electronic signature will meet the requirements of an original signature. However, at the sole discretion of R.J. O'Brien, documents signed and transmitted by facsimile machine or electronic mail may be accepted as original documents. The signature of any person or entity thereon, is to be considered as an original signature and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No party hereto may raise the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section. Customer attests that if Customer has downloaded this Agreement from the internet or any electronic message, Customer has printed it directly from the PDF or other electronic file provided by R.J. O'Brien without modification.

Customer consents and agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service R.J. O'Brien offers, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes such Customer's signature, acceptance and agreement as if actually signed by such Customer in writing. Further, Customer agrees that no certification authority or other third party verification is necessary to the enforceability of their signature or any resulting contract between them and R.J. O'Brien.

25. SEVERABILITY

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity ascend without invalidating the remaining provisions of this Agreement.

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ACCOUNT AGREEMENT**A. Individual and Sole Proprietorship Account**

Customer agrees to be bound by the terms of the Account Agreement. Customer represents that this is an Individual or Sole Proprietorship account and no one else has an interest in this account.

Signature

Date

Print Name

B. Joint Account

Each of us agree that we are bound by the terms of the Account Agreement and that the liability of each of us with respect to said account shall be joint and several.

Each of us shall have authority: (1) to give instructions with respect to the account, including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; (2) to receive any demands, notices confirmations, reports, statements and other communications of any kind; (3) to sign any other documents related to the opening or maintenance of the account; and (4) generally to deal with R.J. O'Brien in connection herewith as fully and completely as if the other joint tenant had no interest herein. R.J. O'Brien shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds so delivered; however, no payments shall be made to R.J. O'Brien except in the name of the account.

Signature

Date

Print Name

Signature

Date

Print Name

ACCOUNT AGREEMENT
C. Personal Trust, Keogh Plan, Pension or Profit Sharing Trust or Plan

The undersigned Trustee warrants and represents that he/she is a Trustee of _____, A duly formed Trust (Plan), dated _____, _____, for the benefit of _____ and a **copy of the instrument by which he/she was appointed Trustee is attached**. Trustee represents that he/she has the proper authority to sign this Account Agreement and all related documents on behalf of the Trust (Plan) and specifically represents that he/she or any successor Trustee is authorized to trade commodity futures Contracts, options on futures Contracts and security futures Contracts for the account and risk of the Trust (Plan). Trustee also requests that all confirmations of transactions be sent to the contact at the mailing address of the Trust (as specified on the Account Application).

In the case of Keogh Plans, Pension and Profit Sharing Trust, and other entities governed by the Employee Retirement Insurance Security Act, Trustee acknowledges that the amount of assets of said entity allowed to be invested in such commodities is subject to a "prudent man" standard. Trustee acknowledges that any investment decisions made on behalf of such entity is solely that of the entity's internal investment management and not of R.J. O'Brien. Trustee expressly acknowledges that R.J. O'Brien is not its agent or fiduciary with respect to any "prudent man" standard, statutory or otherwise, and indemnifies R.J. O'Brien for any Losses resulting from any breach of said standard.

 Trustee Signature

 Date

 Print Name

 Co-Trustee Signature, if any

 Date

 Print Name

VOLUNTARY ARBITRATION AGREEMENT

This Voluntary Arbitration Agreement will be deemed a part of and incorporated into the Account Agreement with R.J. O'Brien & Associates, LLC ("R.J. O'Brien") when signed below whereby the undersigned consents to and agrees to abide by the provisions hereof. If you sign this Voluntary Arbitration Agreement, you agree that any controversy, claim or grievance between you and R.J. O'Brien relating to your account(s) shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedures described herein. Any award rendered thereon by the arbitrators shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered in any court having jurisdiction.

Notification of your intent to arbitrate must be sent by certified mail to R.J. O'Brien at its Chicago office. At such time as you notify R.J. O'Brien that you intend to submit a claim to arbitration, or at such time as R.J. O'Brien notifies you of its intention to submit a claim for arbitration, you will have the opportunity to elect a qualified forum for the conducting of the proceeding. Please note that, in the Account Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. Within ten (10) business days after receipt of a notice from you or at the time R.J. O'Brien so notifies you, R.J. O'Brien will provide you with a list of three (3) organizations whose procedures qualify them to conduct arbitrations in accordance with CFTC Rule 166.5, together with a copy of the rules of each forum listed. If you fail to make such selection within forty-five (45) days, then R.J. O'Brien shall have the right to make such election. If R.J. O'Brien notifies you of its intent to submit a claim for arbitration, it shall designate a qualified forum for conducting the proceedings. R.J. O'Brien will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that you have acted in bad faith in initiating or conducting that proceeding. If, by reason of any applicable statute, regulation, exchange rule or otherwise (other than by reason of your entitlement to commence reparation proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder), your advance agreement to submit a controversy to arbitration would not be enforceable by R.J. O'Brien, then this provision shall not permit you to enforce R.J. O'Brien's advance agreement to submit to arbitration.

THREE (3) 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, YOU (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR R.J. O'BRIEN MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF R.J. O'BRIEN INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE FORTY-FIVE (45) DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH R. J. O'BRIEN. (SEE 17 CFR 166.5.)

You are advised that if you seek reparations under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder, and the CFTC declines to institute reparation proceedings, claims or grievances may be subject to this Arbitration Agreement.

The undersigned hereby agrees on its behalf and on behalf of its successors and guarantors to the terms of this Arbitration Agreement.

Entity Name

Authorized Signature / Title

Date

REQUEST FOR ELECTRONIC TRANSMISSION OF CUSTOMER STATEMENTS

Upon receipt of Customer's consent, R.J. O'Brien will provide daily confirmation and P&S statements and monthly statements of activity ("Statements") by electronic transmission to the email address indicated below and will no longer mail hard copies of such statements.

Customer warrants and represents that the below referenced email will promptly print out the relevant Statements in the form transmitted by R.J. O'Brien. Customer acknowledges its understanding that there is a risk of failure of any electronic transmission and will not hold R.J. O'Brien liable directly or indirectly for such failure. If Customer fails to receive any Statement that reflects activity of which you are aware of in the account, Customer agrees to contact an R.J. O'Brien customer service representative by 8:00 a.m. (Central Time) on the business day following the day of such activity.

This consent shall be effective until revoked in writing, signed by the undersigned and delivered to R.J. O'Brien at 222 South Riverside Plaza, Suite 1200, Chicago, IL 60606. In addition, Customer agrees and acknowledges that for its protection and the protection of R.J. O'Brien, any request to change the email address listed below must be in writing and bear the signature of the undersigned.

_____ Customer authorizes R.J. O'Brien to provide all Statements solely by electronic transmission.

_____ Customer requires R.J. O'Brien to provide all Statements by regular mail. Customer agrees and acknowledges that a fee of \$2.00 will be charged to Customer for each Statement mailed within the USA or a fee of \$3.00 for each Statement mailed outside the USA. This fee will be charged to Customer's account with R.J. O'Brien. (Note: This fee will also apply to duplicate Statements and will be charged to the Customer.)

_____ Customer Email Address (Please Print)	_____ Date
_____ Print Customer Name	_____ Customer Signature
_____ Joint Party Email Address (Please Print)	_____ Date
_____ Print Joint Party Name	_____ Joint Party Signature
I authorize R.J. O'Brien to send Statements by electronic transmission to the following Managed Account Controller:	
_____ Print Agent Name	_____ Agent Email Address (Please Print)
I authorize R.J. O'Brien to send Statements by electronic transmission to the following Interested Party(ies):	
_____ Print Interested Party Name	_____ Interested Party Email Address (Please Print)
_____ Print Interested Party Name	_____ Interested Party Email Address (Please Print)

HEDGE REPRESENTATION LETTER
 (To Be Signed By Hedge Customers Only)

In order to induce R.J. O'Brien to open and maintain the undersigned's account, the undersigned represents that the transactions identified below in this account are for hedging or recognized risk management purposes only and shall be entered into solely for the purpose of protection against Losses which may be incurred in a cash position in a specific commodity or with respect to derivatives such as financial, interest rate or stock index futures, to protect against Losses that may be incurred in an existing financial portfolio.

The following commodities are for bona fide hedging purposes:

(This section must be filled out completely.)

Commodity Product

Economic Justification*

The undersigned is familiar with all laws, rules and regulations concerning hedging in such Contracts and has not relied upon R.J. O'Brien for any related advice.

This notification is a continuing one and shall remain in force until cancelled in writing. The undersigned acknowledges that R.J. O'Brien shall rely upon this representation and shall notify R.J. O'Brien immediately if this representation does not remain true and correct.

Commodity Futures Trading Commission Regulation 190.06(d) requires that a broker must provide an opportunity for each customer to specify when undertaking its first hedging contract whether, in the event of the broker's bankruptcy, such customer prefers that open commodity contracts held in a hedging account be liquidated by the trustee. Accordingly, please indicate below your preference for open contracts in your account if such an event were to occur.

I instruct that, in the event of bankruptcy of the broker, the trustee can:

(Check One) liquidate not liquidate

open commodity positions in my hedge account without seeking my instructions.

<p>If Individual, Joint, or Sole Proprietorship Account:</p> <p>_____ Date _____ Customer Signature</p> <p>_____ Date _____ Print Customer Name</p> <p>_____ Date _____ Joint Party Signature</p> <p>_____ Date _____ Print Joint Party Name</p>	<p>If Trust: (All trustees must sign)</p> <p>_____ Date _____ Print Customer Name</p> <p>_____ Date _____ Authorized Signature</p> <p>_____ Date _____ Printed Customer Name</p> <p>_____ Date _____ Authorized Signature</p>
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* Reason why account owner is using listed commodity as protection against loss in the cash market.
 (i.e. Corn Farmer, Mortgage Lender, etc.)

MANAGED ACCOUNT AGREEMENT – POWER OF ATTORNEY

The undersigned hereby authorizes _____ as his agent and attorney in fact (the “Agent”) to buy, sell (including short sales) and trade in commodity futures Contracts, options on commodity futures Contracts, physical commodities, foreign commodity futures Contracts, and options on foreign commodity futures Contracts, foreign commodities, forward Contracts and Contracts in the foreign exchange market on margin or otherwise in accordance with R.J. O'Brien's terms and conditions for the undersigned's account and risk in the undersigned's name or number on R.J. O'Brien's books. The undersigned hereby agrees to indemnify and hold harmless from and pay R.J. O'Brien promptly on demand for any and all Losses arising therefrom or debit balance due thereon in the undersigned(s) account.

In all such purchases, sales or trades, R.J. O'Brien is authorized to follow the instruction of the Agent in every respect concerning the undersigned's account through R.J. O'Brien; the Agent is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or that would be incidental to the furtherance of conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with R.J. O'Brien heretofore made by the aforesaid Agent or for the undersigned account.

All duplicate statements should be sent to _____
(Insert name and address of authorized individual.)

Should authorized individual wish to receive statements via email, please complete Request for Transmission of Electronic Customer Statements.

The authorizations and indemnities in this Managed Account Agreement – Power of Attorney are in addition to (and in no way limit or restrict) any rights which R.J. O'Brien may have under any other agreements or agreements between the undersigned and R.J. O'Brien. R.J. O'Brien shall not have any liability for following the instructions of the Agent, and the undersigned shall never attempt to hold R.J. O'Brien liable for the Agent's actions or inactions.

The undersigned represents that the Agent has provided a disclosure document to the undersigned concerning the Agent's trading advice, including any options trading advice and the strategies to be used by the Agent, which the undersigned has read and understood, or, in the alternative, the Agent has furnished the undersigned with a signed written statement explaining the Agent's exemption from applicable registration and disclosure document requirements of the Commodity Futures Trading Commission and National Futures Association.

The undersigned understands that there are many strategies that can be used in trading options, some of which have unlimited risk of loss and could result in the undersigned sustaining a total loss of all funds in the account and the undersigned being liable for any deficit in such account resulting therefrom. The undersigned acknowledges that he has discussed with the Agent the nature and risks of the strategy to be used in connection with options to be traded for the account.

This Managed Account Agreement – Power of Attorney is also one and shall remain in force and effect until revoked by the undersigned by a written notice addressed to R.J. O'Brien and delivered to R.J. O'Brien's office at 222 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of R.J. O'Brien and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of R.J. O'Brien or any successor firm.

This Managed Account Agreement - Power of Attorney does not revoke any powers of attorney previously executed by the undersigned unless the undersigned gives written notice of revocation to the Agent of any previously executed Power of Attorney.

The undersigned has read and understood the above and agrees to all terms and conditions therein.

Continued on next page.

MANAGED ACCOUNT AGREEMENT – POWER OF ATTORNEY

This document creates a Limited Power of Attorney between the undersigned as “Principal” and the Agent. If actually executed by the Principal within the State of New York, to be valid, Section 5-1501B of the General Obligations Law of the State of New York requires that the document be signed by both the Principal and Agent and that the document contain the following notices to the Principal and the Agent. (The text of the following notices to the Principal and Agent is prescribed by law and must be recited verbatim to the statute even though some portions are not applicable to Powers of Attorney given by individuals to their brokers or investment managers.)

CAUTION TO THE PRINCIPAL/CUSTOMER (S)

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.

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 or 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.

Continued on Next Page.

MANAGED ACCOUNT AGREEMENT – POWER OF ATTORNEY

EXECUTION BY PRINCIPAL/CUSTOMER(S):

I have signed my name to this Managed Account Agreement – Power of Attorney

this _____ day of _____, _____.

 Signature of Principal/Customer/Partner

 Print Principal/Customer Partner Name

 Signature of Joint Principal/Joint Customer

 Print Joint Principal/ Joint Customer Name

AGENT'S SIGNATURE:

I have read the foregoing Managed Account Agreement–Power of Attorney. I am the person(s) identified therein as Agent for the Principal named therein. I acknowledge my legal responsibilities. I have signed my name to this Managed Account Agreement–Power of Attorney this _____ day of _____, _____.

 Print Agent's Name

 Social Security # of Agent

 Agent Occupation

 Agent Employer

 Agent Principal Business

 Agent Phone Number

 Agent Email Address

 Signature of Agent

EXEMPT COMMODITY TRADING ADVISOR LETTER

(NOTE: If the individual or entity who is being given Power of Attorney is neither an immediate family member nor registered CTA/CPO, the following form must be completed and signed.)

I/We _____, the undersigned account controllers, have discretionary trading authority over your account titled _____ (Acct.# _____).

You have not been provided with a disclosure document because I am/we are operating pursuant to an exemption from the Commodity Exchange Act.

I am/we are exempt from registering as a CTA because I/we: **(circle applicable letter)**

- A) Have provided advice to 15 or fewer persons over the past 12 months and do not hold myself (ourselves) out to the public as a CTA.
- B) Am/Are a dealer, processor, broker or seller in cash market transactions of any commodity (or product thereof) and the person's commodity trading advice is solely incidental to the conduct of its cash market business.
- C) Am/Are a non-profit, voluntary membership, trade association or farm organization and the person's commodity trading advice is solely incidental to the conduct of its business as such association or organization.
- D) Am/Are a foreign-based entity, located outside the U.S. and I/we only solicit non-U.S. citizens.
- E) Am/Are registered under the Act as an associated person and the person's commodity trading advice is issued solely in connection with its employment as an associated person.
- F) Am/Are registered under the Act as a commodity pool operator and the person's commodity trading advice is solely to, and for the sole use of the pool or pools for which it is so registered.
- G) Am/Are exempt from registration as a commodity pool operator and the person's commodity trading advice is directed solely to and for the sole use of the pool or pools for which it is so exempt.
- H) Am/Are registered under the Act as an Introducing Broker and the person's trading advice is solely in connection with its business as an Introducing Broker.

Account Controller:	
Signature _____	
Printed Name _____	Date _____

Customer Acknowledgement:	
Signature _____	
Printed Name _____	Date _____
Joint Party Signature _____	
Joint Party Name _____	Date _____

TRUSTEE CERTIFICATION OF INVESTMENT POWERS

To: R.J. O'Brien

Account # _____

TRUST INFORMATION

In consideration of opening and/or maintaining one or more accounts for the Trust named below, we the undersigned below, "Trustees", certify as follows:

1. The full title of the Trust to which the Certificate applies is: _____;
(i.e. John Jones and Sam Smith Trustees for the benefit of Mary Jones)

2. The date of the Trust is: _____;

3. The date of the latest Trust Amendment is: _____;

4. There are no Trustees of the Trust other than the undersigned;

5. The names of the Successor Trustees, if any, are: _____;

6. The Grantors of the Trust are: _____;

7. You are authorized to accept orders and other instructions from those individuals or entities listed below, including check-signing and withdrawal privileges, unless their authority is expressly limited on this certification.

Name (Please Print):

Relationship to Trust (i.e. Trustee):

8. We certify that we have the power under the Trust Agreement and applicable law to enter into transactions, both purchases and sales, of the types specified below: *(Check types of trading which are permitted)*

AGGRESSIVE TRANSACTIONS

Futures Options Both Other

9. We acknowledge receiving all pertinent account documentation, agreements and risk disclosure documents;

10. We, the Trustees, jointly and severally, personally and as Trustees, indemnify you and hold you harmless from any liability for effecting transactions of the types specified above, if you act pursuant to instructions given by any of the Authorized Individuals listed under item number 7 above;

11. We agree to inform you in writing of any amendment to the Trust, any change in composition of the Trustees, or any other event which could materially alter the certifications made above;

12. We hereby certify that the undersigned are all of the Trustees:

Trustee Names (Please Print):

Signatures:

Address:

ALL TRUSTEES MUST SIGN. ATTACH EXTRA PAGE IF NECESSARY.

(SHOULD ONLY ONE PERSON EXECUTE THIS AGREEMENT, IT SHALL CONSTITUTE A REPRESENTATION THAT THE SIGNER IS THE SOLE TRUSTEE.)

PERSONAL GUARANTEE
 (To be signed by Trust Accounts)

The undersigned (jointly and severally if there is more than one) hereby unconditionally and irrevocably guarantees full and prompt payment to R.J. O'Brien of all sums owed to R.J. O'Brien by Customer pursuant to the forgoing Account Agreement, whether such sums are now existing or are hereafter created. The undersigned waives any notice of default or dishonor of presentment of payment, notice of non-payment protest or any other notice, and agrees that R.J. O'Brien shall have no obligation at any time to resort payment from Customer or from any other person, firm or corporation liable for the guaranteed debt before proceeding on this Guarantee. The undersigned agrees to pay all reasonable attorneys' fees and court costs, if any, incurred by R.J. O'Brien in connection with the enforcement of this Guarantee and Customer's obligations under the Account Agreement.

All monies, securities, negotiable instruments, open positions on futures Contracts, options premiums, commodities or other property belonging to the undersigned now or at any future time that are on deposit with R.J. O'Brien, for any purpose, are hereby pledged to R.J. O'Brien for discharge of all of the undersigned's obligations hereunder, and R.J. O'Brien may, in its discretion, transfer any of such property from any of the undersigned's accounts to R.J. O'Brien to offset and credit against any of the undersigned's obligations to R.J. O'Brien under this Guarantee.

Guarantor agrees to permit verification of relevant information by R.J. O'Brien through third parties (including credit reporting entities).

This Guarantee is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice to R.J. O'Brien, but such revocation shall not, in any way, affect any liability for Losses sustained prior to such revocation.

_____ Name of Account	_____ R.J. O'Brien Account Number
_____ Print Guarantor Name	_____ - _____ - _____ Guarantor Social Security Number
_____ Guarantor's Signature	_____ Date

ADDITIONAL RISK DISCLOSURE STATEMENT

Dear Sir or Madam:

As a result of the following information on your account application, R.J. O'Brien is providing you with their additional risk disclosure before you open a commodity future and option trading account. (Please check one.)

- _____ Your annual income is less than \$25,000.
- _____ Your liquid net worth is less than \$25,000.
- _____ You are retired.
- _____ You do not have at least six (6) months of futures investment experience.

While R.J. O'Brien is prepared to open your account, it is required to advise you to consider the risks involved with trading commodity futures and options. The risk of loss in trading commodity futures and options can be substantial and may be inappropriate for you for the reason checked above; therefore, you must consider whether such trading is proper in light of your financial condition. Only **Risk Capital** (money that you are able to lose without adversely affecting your standard of living) should be invested. R.J. O'Brien recommends that you review the Risk Disclosure Statement in the Account Agreement and/or discuss any concerns with your broker or other financial advisor before finalizing your decision.

ACKNOWLEDGEMENT

I understand that the risks associated with commodity trading may not be appropriate for me. However, I have read the Risk Disclosure Statements and I have considered the financial risks involved in commodity trading with regard to my financial condition, and I wish to proceed with opening an account.

<p>If Individual or Joint Account:</p> <p>_____</p> <p>Customer Signature Date</p> <p>_____</p> <p>Print Customer Name</p> <p>_____</p> <p>Joint Party Signature Date</p> <p>_____</p> <p>Print Joint Party Name</p>	<p>If Trust:</p> <p>(All trustees must sign)</p> <p>_____</p> <p>Print Customer Name</p> <p>_____</p> <p>Authorized Signature Date</p> <p>_____</p> <p>Printed Customer Name</p> <p>_____</p> <p>Authorized Signature Date</p>
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ACKNOWLEDGEMENT OF DISCLOSURES
(Please acknowledge receipt of each document by initialing)

	Initials	Additional or Joint Party Initials
Disclosure of Futures Commission Merchant Material ("FCM") Conflicts of Interest		
Electronic Trading and Order Routing Systems Disclosure Statement		
ACH Disclosure		
Uniform Notification Regarding Access to Market Data		
Notice Regarding Average Price System ("APS")		
Disclosure On Payment For Order Flow and Cross Trade Consent		
Direct Order Transmittal Client Disclosure Statement		
Foreign Trader Disclosure Statement		
Notice to Clients Position Limit and Large Open Position Reporting Requirements for Options and Futures Traded on the Hong Kong Exchanges		
ERISA 408(b)(2) Disclosure		
A Guide to the Structure and Market Terminology of the London Metal Exchange ("LME")		
Options Disclosure Statement		
Exchange For Related Positions ("EFRP")		
Risk Disclosure Statement		

I have received the above disclosures in the separate RJ. O'Brien Disclosure Booklet and understand all the above provided disclosures:

 Print Name

 Print Name (for additional parties)

 Title

 Title

 Signature

 Date

 Signature

 Date

SETTLEMENT, CARRYING AND CLEARING OF CONTRACTS LISTED ON THE LONDON METAL EXCHANGE (“LME”)

Dear Clients:

Because R.J. O'Brien & Associates, LLC ("**R.J. O'Brien**", "**we**" or "**us**") is not itself a member of the LME, we have put in place the following process with R.J. O'Brien Limited ("**RJOL**"), a UK-based member of the LME, which is authorized and regulated in the United Kingdom by the Financial Conduct Authority to facilitate the settlement carrying and clearing of your transactions on the LME. Accordingly, unless we advise you otherwise in writing, your counterparty on each LME transaction that you settle and carry through us will be RJOL.

The salient aspects of this process are as follows:

1. R.J. O'Brien, as your FCM, will establish an account on your behalf with RJOL specifically referencing your name through which your LME transactions shall settle and be carried. This account will be margined separately from any other accounts we may open with RJOL for the purpose of facilitating customer transactions on the LME.
2. Any LME trades that you elect to settle and carry through us will be transmitted by us as your Agent and FCM to RJOL for clearing on the LME. Generally, we will post only cash margin to support your LME trades and RJOL has agreed to maintain any such cash margin posted on your behalf pursuant to FCA's Client Money Rules. The arrangements described in this letter have been put in place to enable you to receive LME registered Contracts as Principal to such contracts with RJOL who is the LME member and able to issue LME registered Contracts pursuant to LME rules.
3. Although you will not have a direct account with RJOL, RJOL will be informed on each occasion when LME Contracts are to be cleared on your behalf and will clear the position accordingly. As a result, you will be the Principal Counterparty with RJOL to any LME registered Contracts and RJOL will identify you as the beneficial owner of the Contracts when reporting transaction and position information to the LME. In addition, you will receive on a T+1 basis a daily account statement from R.J. O'Brien, which will reflect, among other things, any LME Contracts cleared and carried for you.
4. By signing this letter, you acknowledge that each LME Contract you settle and carry through us will be registered with the LME by RJOL, and as such, will be subject to the Rules and Regulations of the LME. Your LME Counterparty for the purposes of issued LME registered Contracts will be RJOL. R.J. O'Brien is only acting in an Agency capacity in respect of each LME Contract you settle and carry through R.J. O'Brien.
5. Further information on LME market operations may be found in the Risk Disclosure Booklet furnished to you in connection with the opening of your R.J. O'Brien account.

Very Truly Yours,

R.J. O'Brien & Associates, LLC

Continued on next page.

SETTLEMENT, CARRYING AND CLEARING OF CONTRACTS LISTED ON THE LONDON METAL EXCHANGE (“LME”)

Acknowledged and Agreed

Account Name: _____

RJO Account Number(s): _____

Print Signatory Name: _____

Signature: _____

Signatory Title: _____

Date: _____

Please add the following Customer address information. RJO will not be able to accept the disclosure without this information.

Street Address: _____

City: _____ State: _____ Country: _____ Postal Code: _____

IRA ACCOUNT REPRESENTATION

If the Account (as defined in the Account Agreement) is an Individual Retirement Account ("IRA"), Customer hereby represents and warrants that at no time will the balance of the Account exceed thirty percent (30%) of the Customer's total retirement funds.

Customer agrees to promptly notify R.J. O'Brien in writing if the foregoing representation becomes inaccurate or in any way ceases to be true, complete, and correct.

Customer understands that if the above representation made by Customer is not or ceases to be accurate, R.J. O'Brien may declare an "Event of Default" under the Account Agreement and may take action as permitted by the Account Agreement.

Signature

Date

Print Name

INTERNAL REVENUE CODE SUBSTITUTE FORM W-9

Social Security Number ____ - ____ - ____

Federal Employer ID Number ____ - ____

Legal Account Name: _____

If you have **NOT** furnished R.J. O'Brien with your taxpayer identification number (usually your Social Security number) and do **NOT** sign below, R.J. O'Brien must generally withhold twenty percent (20%) of certain income from your account. I hereby certify under penalties of perjury, that I am not subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code.

Signature_____
Date

Please note that all required regulatory reporting information applicable to activity within this account (including Internal Revenue Service reporting) will be submitted with the legal name and Federal Tax Identification Number stated above.

Please note that all Foreign Accounts must fill out a form W-8 which can be found on the R.J. O'Brien website at www.rjobrien.com. In addition, this account form must be accompanied by a copy of your passport or other government issued identification.

**R.J. O'BRIEN & ASSOCIATES, LLC
ACCOUNT TRANSFER FORM**

Current Brokerage House:

Name: _____

Address: _____

Account #: _____

To Whom it May Concern:

I have this day given R.J. O'Brien & Associates, LLC ("R.J. O'Brien") this form and my permission for them to present it to you at their discretion. In accordance with the Commodity Futures Trading Commission Act, I hereby demand that upon presentation of this document to you by R.J. O'Brien, you do the following:

Please cancel any pending open orders I have with your firm. Additionally, immediately transfer my account balance and all open futures and options positions, cash, margins, and/or securities to:

R.J. O'Brien
222 South Riverside Plaza, Suite 1200
Chicago, IL 60606

Send me a confirmation of this transfer.

Very truly yours,

<p>If Individual or Joint Account:</p> <p>_____ Print Customer Name</p> <p>_____ Customer Signature</p> <p>_____ Date</p> <p>_____ Print Joint Party Name</p> <p>_____ Joint Party Signature</p> <p>_____ Date</p>	<p>If Trust:</p> <p>_____ Print Customer Name</p> <p>_____ Authorized Signature</p> <p>_____ Date</p>
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RJO Account #: _____