



**ADM INVESTOR SERVICES, INC.**

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## **CUSTOMER ACCOUNT APPLICATION**

**A registered CFTC Futures Commission Merchant**

|             |  |            |  |
|-------------|--|------------|--|
| Office Code |  | Sales Code |  |
| Account No. |  |            |  |

as of February 2015

**Pull Out and Retain This Section for Your Records**

# **Risk Disclosure Statements**

## **Customer Copy**

To open an account with ADM Investor Services, Inc. you acknowledge and having read and understood the following:

**→ RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS**

**→ RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE**

**Pull Out and Retain this Section for Your Record**

## Retain This Section for Your Records

### 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; and 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 that a futures commission merchant may invest customer funds in.

(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. This can occur, for example, 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.

(11) The high degree of leverage (gearing) that is often obtainable in futures trading because of the small margin requirements 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 Web site 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 Web site, [www.admis.com](http://www.admis.com).

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 of the 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, therefore, 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.

## RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### Futures

#### 1. Effect of 'Leverage' or 'Gearing'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leverage' or 'geared.' A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### 2. Risk-reducing orders or strategies

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be risky as taking simple 'long' or 'short' positions.

### Options

#### 3. Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

#### Additional risks common to futures and options

#### 4. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

#### 5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

#### 6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some Jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### 7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### 8. Transactions in other jurisdictions

Transactions on markets in other Jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

#### 9. Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## Retain This Section for Your Records

### RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

#### 10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

#### 11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of

hardware and software. The result of ANY system failure may be that your order is either not executed according to your instructions or is not executed at all.

#### 12. Off-exchange transactions

In some Jurisdictions, and only then in restricted circumstances firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

This disclosure document meets the risk disclosure requirements in the jurisdictions identified below ONLY for those instruments which are specified.

United States: Commodity futures, options on commodity futures and options on commodities subject to the Commodity Exchange Act.

United Kingdom: Futures, options on futures, options on commodities and options on equities traded by members of the United Kingdom Securities and Futures Authority pursuant to the Financial Services Act, 1986.

Ireland: Financial futures and options on financial futures traded by members of futures exchanges on exchanges whose rules have been approved by the Central Bank of Ireland under Chapter VIII of the Central Bank Act, 1989.

## **RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE**

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

(3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

(4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

## Retain This Section for Your Records

### (5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

## Retain This Section for Your Records

### PRIVACY POLICY

Dear Client:

ADM Investor Services (“ADMIS”) and its affiliated introducing broker that introduced your account to ADMIS, (hereafter jointly called the “Companies”) are committed to protecting the privacy, accuracy and reliability of any personal information you choose to provide. The “Companies” are further committed to safeguarding such information from loss, misuse, unauthorized access, disclosure and alteration. This privacy policy statement is provided to you on behalf of the “Companies” and addresses the “Companies” data collection, use and disclosure practices. This privacy policy may change from time to time and you will receive written notification of any such changes. If your account was introduced to ADMIS by an independent introducing broker or another Futures Commission Merchant, this privacy policy applies only to how your personal information is handled and protected by ADMIS, not how it is handled and protected by your independent introducing broker or Futures Commission Merchant.

#### Personal Information Collected

The reason the “Companies” collect information is to create and foster ongoing customer relationships. In the normal course of this process, the “Companies” obtain and retain non-public (personal) information about you which is transmitted to us either directly by you or via your broker in order to open an account. This includes your name, address, tax identification number, approximate age, investment experience and other identifiable information. In addition, the “Companies” may obtain information about you through our affiliates, credit reporting services, regulatory information providers and other similar entities. The “Companies” limit such information to such facts as are necessary to establish a relationship with you as a customer and to offer accurate and superior service in the normal course of business as it relates to your account carried at the “Companies”.

The “Companies” also obtain and retain non-public (personal) information about you resulting from transactions involving your financial investments. This includes your account balances, funding and transaction history. In addition, the “Companies” obtain and retain non-public (personal) information about you in connection with information obtained through an information-collecting device from a web server, often referred to as a “cookie”.

#### Use of Personal Information

The “Companies” use your personal information for three general purposes:

- First, the “Companies” use the information to approve and activate an account for you and/or to make changes or additions to information previously provided to us to open an account for you.
- Second the “Companies” may use it to give you online access to your account information and the “Companies” proprietary information in a secured environment.
- Third, the “Companies” use the information in the normal course of business to transmit account activity statements and related documents to you relating to activity in your account with the “Companies”.

#### Disclosure of Personal Information

The “Companies” take very seriously their responsibilities to keep your personal information private. The “Companies” will not disclose non-public personal information about our customers except as required and permitted by law and in the following instances:

- In processing or servicing of products or services offered by the “Companies” that have been consented to, requested or authorized by the customer.
- The “Companies” may share your personal information with affiliates and subsidiaries and/or unaffiliated third parties only as is necessary to verify the accuracy of the information you have provided, to conduct identity, background and credit history checks, to process or collect payments, to service your account, for audit purposes and/or to ensure regulatory compliance.
- The “Companies” may be required to disclose personal information by law or legal process for a variety of reasons, including protecting and defending the rights or property of the “Companies” and periodically reporting trading gains or losses as required by the Internal Revenue Service. The “Companies” may also be required to disclose personal information to the regulatory bodies whose jurisdiction they are subject to.

Except under the circumstances described above, The “Companies” will not disclose any of your personal information to unaffiliated third parties, unless specifically authorized by you in writing to do so. The confidentiality and conditions of this agreement will continue to be maintained even when you cease to do business with the “Companies”.



## Retain This Section for Your Records

### **How the “Companies” Protect Personal Information**

The “Companies” take reasonable measures to protect your personal information from unauthorized access through the use of physical security, and use and access policies for employees. The “Companies” safeguard customer information from unauthorized access by their confidentiality policies and/or limiting the number of employees permitted to access such information through personalized staff passwords, and by having in place a process for disciplinary action where appropriate.

Additionally, customer, or account activity related information is protected on the “Companies” Web sites with a variety of security measures such as change control procedures, passwords, and physical access controls. The “Companies” also employ a variety of other mechanisms to protect a user's data from being lost, misused, or altered inappropriately. Although the “Companies” take these measures to safeguard against unauthorized use of a user's data, the “Companies” cannot control Internet transmissions and cannot provide assurances that personal information transmitted to the “Companies” will never be compromised.

### **Information Sharing with Affiliates of the “Companies”**

Although by law we are permitted to share information with our affiliates and subsidiaries related to our transactions and experiences with you, it is the policy of the “Companies” not to do so without your authorization, except in the limited circumstances referenced above. Accordingly, the “Companies” will not share any personal information either provided by you or obtained from third parties, unless it is necessary to do so for the purposes described above or it is required by law or regulation or unless we have your specific written authorization.

The “Companies” Web site may contain hyperlinks to third parties’ Web sites. This privacy policy does not apply to those third party Web sites. The “Companies” are not responsible for the privacy policies or content of any other Web site its customers visit or link to, nor do the “Companies” have control over the use or security of any information provided to its customers or collected by those Web sites. It is recommended that you become familiar with the privacy policies of those Web sites that you visit or link to.

### **Accuracy of Personal Information**

On an ongoing basis the “Companies” evaluate their efforts to protect your personal information and ensure its accuracy. Should you identify any inaccuracy in the personal information included in any communication you receive from the “Companies”, please notify your broker or the ADMIS Compliance Department immediately at 1-800-243-2649. The “Companies” will take reasonable steps to ensure it is corrected on a timely basis.

**Non U.S. Domiciled Customers: This Notice is provided to you pursuant to the U.S. Commodity Futures Trading Commission (“CFTC”) Regulations. This Notice is to be used for informational purposes only and should be retained in your files. It is not to be returned to ADMIS or your broker.**

**The Notice below does not apply to customers domiciled in the United States of America.**

**NOTICE TO FOREIGN TRADERS**

This is to notify you of the requirements of Commodity Futures Trading Commission (“CFTC”) Regulation 15.05 and 21.03

**Regulation 15.05**

Pursuant to Regulation 15.05, unless otherwise directed in writing ADMIS will serve as the agent for foreign brokers, foreign traders and their foreign customers as it relates to the service of any communication from, or on behalf of, the CFTC, to you. If you already have an existing written agreement designating a U.S. domiciled person as your agent for the purpose of accepting correspondence from a U.S. regulatory authority you must provide ADMIS with the third party agency agreement prior to effecting any futures or options contracts. ADMIS will file the third party agency agreement with the CFTC. The agreement must disclose the agent’s name and mailing address. Accordingly, ADMIS must be promptly notified in the event the agreement expires or is revoked. ADMIS will then notify the CFTC as required.

**Regulation 21.03**

Regulation 21.03 provides that the CFTC may request ADMIS to release certain information concerning your account and transactions in your account if the CFTC determines that such information may be relevant in enabling it to determine whether a threat of a market manipulation, corner, squeeze or any other marker disorder exists in any contract market. The regulation sets forth the type of information that may be called for to be filed with the CFTC on or before the date specified in the request. Among other things, the information may include matters such as:

- The total open futures and options positions carried in the account.
- The name and address of the account owner. Additionally, if the account is not for an individual, the name of the account contacts.
- The number of futures contracts against which delivery notices have been issued or received and the number against which exchanges of futures for cash have been transacted during a specified period of time.
- Whether the account is carried for another futures commission merchant, clearing member, introducing broker, or foreign trader.
- The name and address of all individuals who control the account; and
- The name and address of any individual or non-individual who has 10% or more beneficial interest in the account.
- Failure to comply with a CFTC request for information may result sanctions; including prohibitions against further trading activities.

# INSTRUCTIONS

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In order to open a trading account with ADM Investor Services, Inc. ("ADMIS") the following documentation is required:

1. Customer Account Application

(a) Customer MUST complete one of the following four sections as applicable:

**A. INDIVIDUAL / JOINT or SOLE PROPRIETORSHIP**

**B. CORPORATION or LIMITED LIABILITY COMPANY**

**C. PARTNERSHIP ACCOUNT**

**D. TRUST ACCOUNT**

The applicable section MUST be completed thoroughly, signed and dated by the customer certifying that the information provided is true and accurate.

(b) **CONFIDENTIAL CREDIT INFORMATION** Each customer MUST complete Section E. If the Account type is a Joint Account, each party in the Joint Account MUST complete this section.

(c) **IRS Form W-9 U.S. Customers:** Each U.S. customer MUST complete the IRS Form W-9 Certification.

(d) **IRS Form W-BEN Non-U.S. Customers:** Each Non-U.S. customer MUST complete a W-8BEN for Personal Accounts or a W-8ECI, W-8EXP or W-8IMY for Non-Personal Accounts. (See broker for Supplemental Forms)

2. **CUSTOMER AGREEMENT:** This is a contractual agreement. Please read the Customer Agreement carefully. The customer MUST sign and date the Customer Agreement. If the account type is a General Partnership or Joint Account, each individual General Partner or Joint Account Holder MUST sign and date the Customer Agreement.
3. **RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS:** Each customer MUST sign and date the Risk Disclosure Statement for Futures and Options and receive a separate copy of this Risk Disclosure
4. **RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE:** Each customer MUST sign and date the Risk Disclosure Statement for Foreign Exchange and receive a separate copy of this Risk Disclosure.
5. **ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT** Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.
6. **HEDGE ACCOUNT REPRESENTATION LETTER** Complete by explaining the nature and extent of customer business and by indicating and certifying the commodities to be traded by the bona fide hedger. The customer MUST indicate if he would or would not prefer that a trustee liquidate the account in the unlikely event of broker bankruptcy. The customer MUST sign and date as indicated.
7. **ARBITRATION and ADDITIONAL RISK DISCLOSURE:** If Customer chooses to agree to have any potential dispute settled by arbitration, he needs to sign and date the Arbitration agreement document where indicated. If Customer meets any of the criteria listed in the Additional Risk Disclosure Document, he MUST date and sign this form where indicated.
8. **CORPORATE RESOLUTION** The Corporate Resolution MUST be completed thoroughly. The Corporation MUST indicate the officers authorized to trade in commodities. The Corporate Authorization MUST be signed and dated by the Secretary of the Corporation and be affixed with or bear the Corporate Seal.
9. **LIMITED LIABILITY COMPANY AUTHORIZATION** The Limited Liability Company Authorization must be completed thoroughly and indicate all parties authorized to trade in the account.
10. **PARTNERSHIP AUTHORIZATION** The Partnership Authorization must be completed thoroughly and indicate all parties authorized to trade in the account.
11. **APPLICATION TO RECEIVE CUSTOMER STATEMENT AND INFORMATION BY EMAIL** The customer must sign this application in order to receive daily and monthly trade confirmations and purchase and sale statements ("Customer Information") via email.
12. **LETTER OF TRANSFER** The customer MUST complete by indicating the name and address of the delivering broker along with the account number. The customer MUST also furnish his name and address and sign and date as indicated.

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 that 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.

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**Note: Checks must be made payable only to:**

**ADM Investor Services, Inc.  
Suite 1600A Board of Trade Building  
141 W. Jackson Boulevard  
Chicago, Illinois 60604-3190**

# CUSTOMER ACCOUNT APPLICATION

ALL INFORMATION MUST BE FURNISHED BY CUSTOMER

|                |            |
|----------------|------------|
| Account Number |            |
| Office Code    | Sales Code |

## A. INDIVIDUAL / JOINT or SOLE PROPRIETORSHIP

(Section E must also be completed)

Check each box applicable:  Individual Account  Joint Account (Tenants in common)  Hedge Account  
 Sole Proprietorship  Joint Tenancy (Right of Survivorship)  Discretionary Account

Individual Name: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

Sole Proprietorship Name: \_\_\_\_\_

|                                |  |  |  |     |
|--------------------------------|--|--|--|-----|
| Date of Birth ( mm / dd / yy ) |  |  |  |     |
| Marital Status                 |  | <input type="checkbox"/> Single <input type="checkbox"/> Married |  |     |
| Social Security Number         |  |  |  |     |
| No. of dependents              |  |  |  |     |
| Address                        |  |  |  |     |
|                                |  |  |  |     |
| City                           |  | State  |  | Zip |
| Home Phone                     |  | Work Phone   |  |     |
| E-mail Address                 |  |  |  |     |

|                                |  |  |  |     |
|--------------------------------|--|--|--|-----|
| Date of Birth ( mm / dd / yy ) |  |  |  |     |
| Marital Status                 |  | <input type="checkbox"/> Single <input type="checkbox"/> Married |  |     |
| Social Security Number         |  |  |  |     |
| No. of dependents              |  |  |  |     |
| Address                        |  |  |  |     |
|                                |  |  |  |     |
| City                           |  | State  |  | Zip |
| Home Phone                     |  | Work Phone   |  |     |
| E-mail Address                 |  |  |  |     |

|                    |  |       |  |     |
|--------------------|--|-------|--|-----|
| Employer           |  |       |  |     |
| Position Held      |  |       |  |     |
| Nature of Business |  |       |  |     |
| Work Address       |  |       |  |     |
|                    |  |       |  |     |
| City               |  | State |  | Zip |

|                    |  |       |  |     |
|--------------------|--|-------|--|-----|
| Employer           |  |       |  |     |
| Position Held      |  |       |  |     |
| Nature of Business |  |       |  |     |
| Work Address       |  |       |  |     |
|                    |  |       |  |     |
| City               |  | State |  | Zip |

Transmit duplicate statements to (P.O. Boxes are not acceptable except for rural addresses):  
 Name: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Bank Officer: \_\_\_\_\_  
 Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Do any of the owners of this account control the trading in any other ADMIS commodity account?  Yes  No  
If yes, please provide the name(s) and account number(s): \_\_\_\_\_
- Will this account be traded or managed by anyone else?  Yes  No  
If yes, please identify trader and attach a copy of power of attorney: \_\_\_\_\_
- Does any other person or entity have any financial interest in this account?  Yes  No  
If yes, please identify person(s) and state type of interest: \_\_\_\_\_
- Are you presently a Member on any Exchange or an AP of an FCM or IB?  Yes  No  
If yes, on which Exchange, type of Membership and the approximate date Membership became effective: \_\_\_\_\_

The foregoing information in Section A. is certified to be true and accurate as of this date.

**X** NAME (Signature) \_\_\_\_\_  
 DATE \_\_\_\_\_

**X** NAME (Signature) \_\_\_\_\_  
 DATE \_\_\_\_\_

# CUSTOMER ACCOUNT APPLICATION

ALL INFORMATION MUST BE FURNISHED BY CUSTOMER

|                |            |
|----------------|------------|
| Account Number |            |
| Office Code    | Sales Code |

## B. CORPORATE or LIMITED LIABILITY COMPANY (LLC)

(Section E must also be completed)  
(Enclose Articles of Incorporation/LLC Agreement)

Check each box applicable:  Hedge Account

Discretionary

|                          |           |
|--------------------------|-----------|
| Name of Corporation/LLC: | Tax I.D.# |
|--------------------------|-----------|

|   |  |       |         |
|---|--|-------|---------|
| Corporate/LLC Account Title   |  |       |         |
| State of Incorporation or Formation   | Date of Incorporation or Formation   |       |         |
| Address (Principal Office)  |  |       |         |
| City  | State  | Zip   | Country |
| Mailing Address (If different from Principal Office Address)  |  |       |         |
| City  | State  | Zip   | Country |
| Attention   |  |       |         |
| Phone Number  | Fax Number   |       |         |
| E-mail Address  |  |       |         |
| Name of each (Officer, Director, Employee or other party authorized to act with regard to this Account) | Transmit duplicate statements to (P.O Boxes are not acceptable except for rural addresses) |       |         |
| 1.  | Name   |       |         |
| 2.  | Email Address  |       |         |
| 3.  | Mailing Address  |       |         |
| 4.  |  |       |         |
| 5.  |  |       |         |
| 6.  | City   | State | Zip     |

Purpose of business for which corporation/LLC is organized: \_\_\_\_\_

Gross revenues previous operating year: \_\_\_\_\_

Initial Capitalization: \_\_\_\_\_ Current Capitalization: \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Does this Corporation/LLC control the trading in any other ADMIS commodity account?  Yes  No  
If yes, please provide the name(s) and account numbers(s): \_\_\_\_\_
- Will this account be traded or managed by anyone else?  Yes  No  
If yes, please identify trader and attach a copy of power of attorney: \_\_\_\_\_
- Does any other person or entity have any financial interest in this account?  Yes  No  
If yes, please identify person or entity and state type of interest: \_\_\_\_\_
- Is this Corporation/LLC or any of its Principals or Affiliates presently a Member on any Exchange?  Yes  No  
If yes, on which Exchange(s), type of Membership and the approximate date Membership became effective: \_\_\_\_\_
- Is Corporation/LLC a Futures Commission Merchant or Introducing Broker (as defined by the CFTC)?  Yes  No  
If yes, please explain: \_\_\_\_\_

The foregoing information in section B. is certified to be true and accurate as of this date.

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

# CUSTOMER ACCOUNT APPLICATION

ALL INFORMATION MUST BE FURNISHED BY CUSTOMER

|                |            |
|----------------|------------|
| Account Number |            |
| Office Code    | Sales Code |

## C. PARTNERSHIP ACCOUNT

(Section E must also be completed for each General Partner)  
(Enclose Partnership Agreement)

Check each box applicable:  Hedge Account

Discretionary

|                      |           |
|----------------------|-----------|
| Name of Partnership: | Tax I.D.# |
|----------------------|-----------|

|           |   |  |
|-----------|---|--|
| Check one | <input type="checkbox"/> General Business Partnership Account | <input type="checkbox"/> General Trading Partnership Account             |
|           | <input type="checkbox"/> Limited Business Partnership Account | <input type="checkbox"/> Limited Partnership (Managed or Pooled) Account |

|                  |  |
|------------------|--|
| Type of Business |  |
|------------------|--|

|  |  |
|--|--|
| Partnership Address (Principal Office) |  |
|--|--|

|      |       |     |         |
|------|-------|-----|---------|
| City | State | Zip | Country |
|------|-------|-----|---------|

|  |  |
|--|--|
| Mailing Address (If different from Principal Office Address) |  |
|--|--|

|      |       |     |         |
|------|-------|-----|---------|
| City | State | Zip | Country |
|------|-------|-----|---------|

|           |  |
|-----------|--|
| Attention |  |
|-----------|--|

|              |            |
|--------------|------------|
| Phone Number | Fax Number |
|--------------|------------|

|                |  |
|----------------|--|
| E-mail Address |  |
|----------------|--|

| Name(s) of each General Partner(s) |  |
|------------------------------------|--|
| 1.                                 |  |
| 2.                                 |  |
| 3.                                 |  |
| 4.                                 |  |
| 5.                                 |  |
| 6.                                 |  |

|  |       |     |  |
|--|-------|-----|--|
| Transmit duplicate statements to (P.O Boxes are not acceptable except for rural addresses) |       |     |  |
| Name   |       |     |  |
| Email Address  |       |     |  |
| Mailing Address  |       |     |  |
|  |       |     |  |
| City   | State | Zip |  |

Bank Reference: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Does this Partnership control the trading in any other ADMIS commodity account?  Yes  No  
If yes, please provide the name(s) and account numbers(s): \_\_\_\_\_
- Will this account be traded or managed by anyone else?  Yes  No  
If yes, please identify trader and attach a copy of power of attorney: \_\_\_\_\_
- Does any other person or entity have any financial interest in this account?  Yes  No  
If yes, please identify person or entity and state type of interest: \_\_\_\_\_
- Is this Partnership (or any of the General Partners) presently a Member on any Exchange?  Yes  No  
If yes, on which Exchange(s), type of Membership and the approximate date Membership became effective: \_\_\_\_\_
- Is Partnership a Futures Commission Merchant or Introducing Broker (as defined by the CFTC)?  Yes  No  
If yes, please explain: \_\_\_\_\_

The foregoing information in section C. is certified to be true and accurate as of this date.

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

# CUSTOMER ACCOUNT APPLICATION

ALL INFORMATION MUST BE FURNISHED BY CUSTOMER

|                |            |
|----------------|------------|
| Account Number |            |
| Office Code    | Sales Code |

## D. TRUST ACCOUNT

(Section E must also be completed)  
(Enclose Trust Agreement)

Check each box applicable:  Hedge Account  Discretionary

|                     |       |                        |         |
|---------------------|-------|------------------------|---------|
| Name of Trust:      |       | Tax I.D.#              |         |
| Trust Account Title |       |                        |         |
| Trust Number        |       | Date of Trust Creation |         |
| Grantor of Trust    |       |                        |         |
| Mailing Address     |       |                        |         |
|                     |       |                        |         |
| City                | State | Zip                    | Country |
| Attention           |       |                        |         |
| Phone Number        |       | Fax Number             |         |
| E-mail Address      |       |                        |         |

|   |  |
|---|--|
| Name(s) of each Trustee(s)<br>(or other person, authorized to act with regard to Trust account) |  |
| 1.  |  |
| 2.  |  |
| 3.  |  |
| 4.  |  |

|   |       |     |  |
|---|-------|-----|--|
| Transmit duplicate statements to (P.O. Boxes are not acceptable except for rural addresses) |       |     |  |
| Name  |       |     |  |
| Email Address   |       |     |  |
| Mailing Address   |       |     |  |
|   |       |     |  |
| City  | State | Zip |  |

If applicable, specify above whether all, one or any specific number of trustees are required to act on behalf of Trust

Bank Reference: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Does this Trust control the trading in any other ADMIS commodity account?  Yes  No  
If yes, please provide the name(s) and account numbers(s): \_\_\_\_\_
- Will this account be traded or managed by anyone else?  Yes  No  
If yes, please identify trader and attach a copy of power of attorney: \_\_\_\_\_
- Does any other person or entity have any financial interest in this account?  Yes  No  
If yes, please identify person or entity and state type of interest: \_\_\_\_\_
- Is this Trust or any of the Trustees a Member on any Exchange?  Yes  No  
If yes, on which Exchange(s), type of Membership and the approximate date Membership became effective: \_\_\_\_\_

The foregoing information in section D. is certified to be true and accurate as of this date.

|          |             |  |
|----------|-------------|--|
| <b>X</b> | SIGNATURE   |  |
|          | NAME, TITLE |  |
|          | DATE        |  |

|          |             |  |
|----------|-------------|--|
| <b>X</b> | SIGNATURE   |  |
|          | NAME, TITLE |  |
|          | DATE        |  |

# CUSTOMER ACCOUNT APPLICATION

ALL INFORMATION MUST BE FURNISHED BY CUSTOMER

|                |            |
|----------------|------------|
| Account Number |            |
| Office Code    | Sales Code |

## E. CONFIDENTIAL CREDIT INFORMATION:

Because ADM Investor Services, Inc. is responsible for the clearing of all of Customer's trades made through ADMIS, in effect, ADMIS is the initial guarantor to the Exchange clearing houses of any margin requirements which may be imposed on Customer's account. As such, ADMIS does not intend or undertake to use the following information for the purpose of limiting the Customer's Risk or to protect the Customer from Risk or unsuitable trading, but only for ADMIS's own business operations purposes. NFA rules require the person soliciting this account to obtain the following information. Failure to provide any of this information may result in ADMIS's refusal to accept the account of the Customer.

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

|  |                                |                                      |
|--|--------------------------------|--------------------------------------|
| Investment Objectives (Account Owner #1) |                                |                                      |
| Investment Objectives                    | <input type="checkbox"/> Hedge | <input type="checkbox"/> Speculation |

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Investment Experience (Account Owner #1) |                              |                             |
| Futures/Options                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, how many years?                  |                              |                             |
| Firm(s)                                  |                              |                             |

|                         |                              |                             |
|-------------------------|------------------------------|-----------------------------|
| Securities              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, how many years? |                              |                             |
| Firm(s)                 |                              |                             |

|  |  |
|--|--|
| Credit Information (Account Owner #1)            |  |
| Annual Income \$                                 |  |
| Net Worth \$                                     |  |
| Risk Capital \$                                  |  |
| Liquid Net Worth \$<br>(cash, securities, other) |  |

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

|  |                                |                                      |
|--|--------------------------------|--------------------------------------|
| Investment Objectives (Account Owner #2) |                                |                                      |
| Investment Objectives                    | <input type="checkbox"/> Hedge | <input type="checkbox"/> Speculation |

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Investment Experience (Account Owner #2) |                              |                             |
| Futures/Options                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, how many years?                  |                              |                             |
| Firm(s)                                  |                              |                             |

|                         |                              |                             |
|-------------------------|------------------------------|-----------------------------|
| Securities              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, how many years? |                              |                             |
| Firm(s)                 |                              |                             |

|  |  |
|--|--|
| Credit Information (Account Owner #2)            |  |
| Annual Income \$                                 |  |
| Net Worth \$                                     |  |
| Risk Capital \$                                  |  |
| Liquid Net Worth \$<br>(cash, securities, other) |  |

The foregoing information is hereby certified to be true and accurate as of the date hereof.

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

|  |                            |
|--|----------------------------|
| <input type="checkbox"/> I approve the opening of this trading account.  | <b>FOR OFFICE USE ONLY</b> |
| <input type="checkbox"/> I approve the trading of Security Futures in this account AND I confirm that the customer has received the Security Futures Disclosure Statement. |                            |
| <input type="checkbox"/> I disapprove the trading of Security Futures in this account.   |                            |
| Reason: _____  |                            |
| <b>X</b> _____<br>IB Signature/Designated Securities Futures Principal   | _____<br>Date              |



## EXCHANGE FOR RELATED POSITIONS ACKNOWLEDGEMENT

An Exchange for Related Position (“EFRP”) transaction is governed by the rules and regulations of the exchange(s) listing the product. Before engaging in EFRPs, ADMIS customer (“customer”) and broker responsible for introducing the customer to ADMIS (“broker”) should carefully review the rules and regulations of the exchange(s) listing the product(s) the customer intends to trade.

### Definitions

**Exchange for Physical (“EFP”)** – A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding cash position.

**Exchange for Risk (“EFR”)** – A privately negotiated and simultaneous exchange of an Exchange futures position for a corresponding OTC swap or other OTC instrument.

**Exchange of Options for Options (“EOO”)** – A privately negotiated and simultaneous exchange of an Exchange option position for a corresponding OTC option position or other OTC instrument with similar characteristics.

For purposes of this document, an EFP, EFR or EOO shall be referred to as an EFRP.

### Parties to an EFRP

One party to the EFRP must be the buyer of (or the holder of the long market exposure associated with) the related position and the seller of the corresponding exchange contract. The other party to the EFRP must be the seller of (or the holder of the short market exposure associated with) the related position and the buyer of the corresponding Exchange contract.

### Independently Controlled Accounts

The opposing accounts to an EFRP transaction must be (a) independently controlled accounts with different beneficial ownership; (b) independently controlled accounts of separate legal entities with common beneficial ownership; or (c) independently controlled accounts of the same legal entity, provided that the account controllers operate in separate business units.

For EFRP transactions between accounts with common beneficial ownership, the parties to the trade must be able to demonstrate the independent control of the accounts and that the transaction had economic substance for each party to the trade.

### Related Positions

The related position must be the commodity underlying the exchange contract, or must be a derivative, by-product, or related product of such commodity that has a reasonable degree of price correlation to the commodity underlying the Exchange contract.

Each EFRP requires a bona-fide transfer of ownership of the underlying asset between the parties or a bona fide, legally binding contract between the parties consistent with relevant market conventions for the particular related position transaction.

### Document Retention and Production

The documentation for the related position must be prepared and executed at the time of the EFRP transaction. The documentation must then be retained by the parties to the EFRP for a minimum of five years pursuant to CFTC Regulation 1.35. All documents relevant to the related position leg of the EFRP trade, the exchange leg of the EFRP trade, and payments must be provided upon request. Communications (e.g., emails, instant messages) related to the trade negotiation and execution must also be retained and provided upon request. **It is the responsibility of all participants, including brokers and customers, to retain and produce all documentation for the trade immediately upon request.**

Relevant documents for the related position leg of the EFRP trade are those customarily generated in accordance with cash market and/or other relevant market practices. Examples include:

- Commercial Contract
- Cash Confirmation
- OTC Contract
- Signed Swap Agreement
- Transfer of Ownership of the related position transaction
- Invoices
- Warehouse Receipts
- Bills of Sale
- Order tickets, trade blotters, emails, instant messages, etc. related to the order placement, execution, and/or confirmation of the EFRP
- Proof of payment (e.g. canceled checks, bank statements, Fed wire confirms, Fixed Income Clearing Corporation documents, bills of lading, etc.)

## EXCHANGE FOR RELATED POSITIONS ACKNOWLEDGEMENT (continued)

Account Name: \_\_\_\_\_

Joint Owner: \_\_\_\_\_

Please check one:

I hereby acknowledge that it is my responsibility to understand and comply with all EFRP rules of the exchange(s) on which EFRP contracts may be executed in my account(s). If I have any questions about the relevant rules and regulations I will not initiate any proposed EFRP transactions until I have discussed them with the ADMIS Compliance Department.

List the off-exchange futures markets this account is participating in.

Identify the related cash or physical markets this account is participating in.

Is this account considered a commercial market participant (e.g. producer, merchant, dealers, and financial institution)?

Explain the commercial activity that supports the use of EFRPs in this account.

**No EFRP transactions will be executed in my account(s) with ADMIS.** If this should change I understand that I need to notify the ADMIS Compliance Department and that I need to execute an updated EFRP Acknowledgement and submit it to the ADMIS Compliance Department.

The foregoing information is hereby certified to be true and accurate as of the date hereof.

X SIGNATURE

NAME, TITLE

DATE

X SIGNATURE

NAME, TITLE

DATE

# Request for Taxpayer Identification Number and Certification

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

|   |  |  |
|---|--|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above  |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | <b>5</b> Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)  |
|   | <b>6</b> City, state, and ZIP code   |  |
|   | <b>7</b> List account number(s) here (optional)  |  |

## Part I Taxpayer Identification Number (TIN)

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

|                               |  |  |  |   |  |  |   |  |  |
|-------------------------------|--|--|--|---|--|--|---|--|--|
| <b>Social security number</b> |  |  |  |   |  |  |   |  |  |
|                               |  |  |  | - |  |  | - |  |  |

**or**

|                                       |  |  |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|--|---|--|--|--|--|
| <b>Employer identification number</b> |  |  |  |  |   |  |  |  |  |
|                                       |  |  |  |  | - |  |  |  |  |

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

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

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

### Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. February 2014)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

► Information about Form W-8BEN and its separate instructions is at [www.irs.gov/formw8ben](http://www.irs.gov/formw8ben).

► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- A person acting as an intermediary . . . . . W-8IMY

**Part I Identification of Beneficial Owner (see instructions)**

|   |  |  |  |
|---|--|--|--|
| <b>1</b> Name of individual who is the beneficial owner   |  | <b>2</b> Country of citizenship                            |  |
| <b>3</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b> |  |  |  |
| City or town, state or province. Include postal code where appropriate.   |  | Country  |  |
| <b>4</b> Mailing address (if different from above)  |  |  |  |
| City or town, state or province. Include postal code where appropriate.   |  | Country  |  |
| <b>5</b> U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)  |  | <b>6</b> Foreign tax identifying number (see instructions) |  |
| <b>7</b> Reference number(s) (see instructions)   |  | <b>8</b> Date of birth (MM-DD-YYYY) (see instructions)     |  |

**Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)**

**9** I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

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

Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_

**Part III Certification**

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

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States,
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here**



Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)

# CUSTOMER AGREEMENT

To: ADM Investor Services, Inc. 141 West Jackson Boulevard, Chicago, IL 60604

In consideration of the acceptance by ADM Investor Services, Inc. ("ADMIS") acting as broker, dealer or counterparty, of one or more accounts of the undersigned ("Customer") for the purchase or sale of commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or Exchange for Risk ("EFR") transactions (Collectively "Commodity Contracts") it is agreed as follows:

1. Customer acknowledges the following:
  - (a) The purchase and sale of Commodity Contracts is speculative, involves a high degree of risk and is suitable only for persons who can assume the risk of loss in excess of their margin deposits or of their entire option premium. Customer understands that because of the low margin normally required in Commodity Contract trading, price changes in Commodity Contracts may result in significant Customer losses, which losses may substantially exceed Customer's margin deposits and any other deposits Customer may make. Customer also acknowledges that Customer has received, has read and understands this agreement.
  - (b) Customer authorizes ADMIS to execute such transactions for the Customer's account, to act as counterparty to Commodity Contracts and to exercise commodity options for Customer's account in accordance with Customer's oral or written instructions. ADMIS shall have the right to refuse to accept any of Customer's orders. ADMIS shall also have the right to tape record all telephone conversations with Customer.
  - (c) Customer understands that ADMIS or its affiliates will at times act as principal in regard to cash, forward, or foreign exchange transactions. Furthermore, Customer acknowledges that ADMIS is not obligated to quote a price for any principal transaction.
  - (d) ADMIS shall not be responsible to Customer in any case for a floor brokers' inability to execute orders, or for error or negligence on the part of floor brokers who are not employees of ADMIS.
  - (e) Customer acknowledges that the execution of a futures contract always anticipates making or accepting delivery. Customer hereby authorizes ADMIS to take all action deemed necessary by ADMIS in the event ADMIS takes physical delivery for customer and customer hereby agrees to indemnify ADMIS from all costs associated therewith. ADMIS may, in its sole discretion, liquidate any short position in Customer's account if Customer has not delivered to ADMIS certificates, receipts, or other appropriate instruments of delivery at least seven days prior to the last trading day of the futures contract.
  - (f) Customer acknowledges that ADMIS may be the counterparty to foreign exchange transactions with Customer and that ADMIS may receive revenue through market making, involving foreign exchange transactions of Customer and others, through the difference between the bid and offer provided to Customer and others on foreign exchange transactions, and through markups and markdowns on foreign exchange positions that ADMIS enters into with other parties that correspond to foreign exchange positions that ADMIS enters into with Customer.
  - (g) Customer acknowledges the right of ADMIS to limit, without notice to the Customer, the number of open positions which Customer may maintain or acquire through ADMIS.
2. Customer shall deposit with ADMIS (1) the applicable initial and maintenance margin requirements; pay interest, commission charges in effect from time to time, (which commissions may be shared by more than one of Customer's agents) and other fees and charges, as well as costs to ADMIS occasioned by carrying the account of the Customer; (2) deposit the amount of any deficit balance that may result from transactions executed by ADMIS for Customer's account, and (3) pay the interest and service charges on any Customer deficit balances at the rates customarily charged by ADMIS together with ADMIS' costs and attorney's fees incurred in collecting any such deficit or defending claims brought by Customer in which ADMIS is the prevailing party. Fees and charges, in addition to commissions and interest, may include, but are not limited to rollover fees and charges, currency conversion fees and charges, account transfer fees and charges, and any fees and charges imposed by any interbank agency, bank, contract market or other regulatory or self-regulatory organization. ADMIS reserves the right to change its fee structure at any time.
3. Customer understands and acknowledges that ADMIS acts as agent for all transactions which are executed on commodity futures exchanges and among other requirements, is financially liable to the exchange clearing houses of which it is a member and to the clearing members through which it clears transactions on exchanges of which it is not a clearing member, for deficit balances occurring in the Customer's accounts; because of this, ADMIS is the guarantor of the financial responsibility of the Customer. Customer additionally understands and acknowledges that ADMIS, in providing liquidity to Customers, acts as the counterparty to Customers' transactions and thus assumes the risk associated with such transactions. Therefore, Customer agrees to hold ADMIS harmless with respect to any and all losses sustained by ADMIS resulting from deficit balances which may occur in Customer's account.
4. Customer shall, without notice or demand from ADMIS, at all times maintain adequate margins, so as continually to meet the margin requirements established by ADMIS. Such margin requirements established by ADMIS, in its sole and absolute discretion, may exceed the margin requirements set by any commodity exchange, or other regulatory authority. Customer

agrees, when required, to wire transfer margins to ADMIS or any monies so required, and to furnish ADMIS with names of bank officers for immediate verification of such transfers.

5. If, at any time, Customer's account does not contain the amount of margin required by ADMIS, or by any exchange, clearing house or other regulatory authority, ADMIS may, in its sole and absolute discretion, at any time or from time to time, without notice to Customer, close out Customer's open positions in whole or in part or take any other action it deems necessary to satisfy such requirements, including, but not necessarily limited to, transferring funds from other accounts of Customer including transfers between CFTC Segregated and other accounts. Failure of ADMIS to so act in such circumstances, in whole or in part, shall not constitute a waiver of its rights to do so any time or from time to time thereafter, nor shall ADMIS be subject to any liability to Customer for its failure so to act. In addition, ADMIS has the right, but not the obligation, to liquidate the Customer's account upon receipt of notice of the death of Customer (if applicable).
6. Customer understands that there are no guarantees of profit or guarantees against loss in Commodity Contract trading. Customer has received no such guarantees from ADMIS or from any of its representatives. Customer acknowledges its awareness of the risks inherent in Commodity Contract trading and is financially able to bear such risks and withstand any losses incurred.
7. Unless Customer provides ADMIS with written or oral instructions to liquidate an open foreign exchange position in the account, that position will be automatically rolled over as an open position in the account to the next successive business day, subject at all times to the right of ADMIS, in its sole and absolute discretion, to liquidate said position in accordance with the provisions of this agreement. Alternatively, in order to liquidate an open foreign exchange position in the Customer's account by means of delivering, or taking delivery, of the underlying currency, written or oral instructions to this effect must be given to ADMIS, together with sufficient funds to cover the delivery and all documents required by ADMIS to effectuate this mode of settlement, in accordance with ADMIS' instructions.
8. All monies, securities, negotiable instruments, forward contracts, foreign exchange contracts, physical or cash contracts, commodity options, open positions in futures contracts and commodities, or other property now or at any future time in Customer's account, or held by ADMIS or its affiliates for Customer, are hereby pledged with ADMIS, and shall be subject to a security interest in ADMIS' favor to secure any indebtedness, at any time, owing from Customer to ADMIS without regard to whether or not ADMIS or its affiliates has made advances with respect to such property. Customer will not cause or allow any of the property held in Customer's accounts to be subject to any other liens, security interests, mortgages or other encumbrances without the express written approval of ADMIS.
9. If Customer directs ADMIS to enter into any Commodity Contracts denominated in a foreign currency: (a) 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; (b) all initial and subsequent deposits for margin purposes shall be made in US. dollars, in such amounts as ADMIS may in its sole discretion require; and (c) ADMIS is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by ADMIS in its sole discretion on the basis of the then prevailing market rates.
10. Customer acknowledges that: (1) any market recommendations and information communicated to Customer by ADMIS do not constitute an offer to sell, or the solicitation of an offer to buy any commodity, or any commodity futures contract; (2) such recommendations and information, although based upon information obtained from sources believed by ADMIS to be reliable, may be incomplete and may not be verified; and (3) ADMIS 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. Customer understands that ADMIS and/or its officers, directors, affiliates, stockholders or representatives may have a position or positions in and may intend to buy or sell commodities or commodity futures contracts, which are the subject of market recommendations furnished to Customer, and that the position or positions of ADMIS or any such officer, director, affiliate, stockholder, or representative may or may not be consistent with the recommendations furnished to Customer by ADMIS.
11. All transactions by ADMIS on Customer's behalf shall be subject to the applicable constitution, rules, regulations, customs, usages, rulings, and interpretations of the exchanges or markets on which such transactions are executed by ADMIS or its agents for Customer's account (such as the Chicago Mercantile Exchange and its affiliated clearing house, the National Futures Association and to all applicable governmental acts and statutes such as the Commodity Exchange Act or the Commodity Futures Trading Commission Act of 1974) and to rules and regulations made thereunder. ADMIS shall not be liable to Customer as a result of any action taken by ADMIS, or its agents, to comply with any such constitution, rule, regulation, custom, usage, ruling, interpretation, act or statute. If Customer is subject to regulation by any regulatory body, Customer agrees that ADMIS has no duty to ascertain or ensure that Customer is in compliance with any governing statutes or rules.
12. If, at any time, Customer shall be unable to deliver to ADMIS any security, commodity or other property previously bought or sold by ADMIS on Customer's behalf, Customer authorizes ADMIS, in its discretion, to borrow or to buy any security, commodity, or other property necessary to make delivery thereof, and Customer shall pay and indemnify ADMIS for any costs, losses, and damages (including consequential costs, losses and damages) which ADMIS may sustain thereby and any premiums which ADMIS may be required to pay thereon, and for any costs, losses and damages (including consequential costs, losses and damages) which ADMIS may sustain from its inability to borrow or buy any such security, commodity or other property.



13. Customer acknowledges and agrees that ADMIS shall not be responsible to Customer for any losses resulting from conduct or advice (including but not limited to errors and negligence) on the part of any broker/dealer, futures commission merchant, independent introducing broker, commodity trading advisor, or any other person or entity introducing Customer to ADMIS or having trading authority over the account of Customer at ADMIS. Customer specifically agrees that ADMIS shall have no obligation to supervise the activities of any such person or entity and Customer will indemnify ADMIS and hold ADMIS harmless from and against all losses, liabilities, and damages (including attorney's fees) incurred by ADMIS as a result of any actions taken or not taken by such person or entity.
14. Customer authorizes ADMIS to contact such banks, financial institutions, credit agencies, and other references as ADMIS shall deem appropriate from time to time to verify the information regarding Customer which may be provided by Customer. Customer understands that an investigation may be made pertaining to Customer's personal and business credit standing and that Customer may make a written request within a reasonable period of time for complete and accurate disclosure of its nature and scope.
15. ADMIS shall not be responsible for delays in the execution of orders due to breakdown or failure of transmission, or communication facilities, or to any other cause beyond ADMIS' control. Since ADMIS does not control signal power, its reception or routing via internet, configuration of Customer's equipment or reliability of its connection, ADMIS shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by a break-down or failure of any transmission or communication system or computer facility or trading software, whether belonging to ADMIS, Customer, any market, or any settlement or clearing system when Customer trades on-line (via internet or electronically).
16. Confirmation of trades, contracts, statements of account, margin calls, and any other notices transmitted by ADMIS to Customer shall be transmitted to either the email address or the physical address shown in and to the attention of the person (s) named in the "Customer Account Documentation" and shall be conclusively deemed accurate and complete, and Customer waives and releases any claim relating thereto, if not objected to, in writing, prior to the opening of trading on the contract market on which such transaction occurred on the next business day following the day on which such communication was first received. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order which was executed but in error reported as not executed shall be binding. Customer shall direct all objections to ADM Investor Services, Inc., 141 West Jackson Boulevard, Suite #1600A, Chicago, Illinois 60604, (312) 242-7000.
17. With respect to foreign exchange transactions, Customer specifically consents to receive trade confirmations, daily and monthly account activity statements, margin calls and any other notices sent by ADMIS to Customer electronically via email transmission. This consent shall be effective until revoked by Customer in writing and received by ADMIS. Customer is responsible for providing immediate notification to ADMIS of any change in its email address. Physical copies of Customer's foreign exchange activity statements are available upon request but may incur additional charge to Customer. ADMIS will provide Customer with password-protected access to on-line reports. Customer will be able to generate daily, monthly and annual account statements which provide transaction activity, profit and loss statements, open positions and margin balances. Statements are deemed received when made available to Customer by ADMIS, regardless of whether Customer actually accesses the statement.
18. All transactions for or on Customer's behalf shall be deemed to be included in a single account whether or not such transactions are segregated on ADMIS' records into separate accounts, either severally or jointly with others, for regulatory purposes including the reporting of Customer's positions as required by regulatory authorities.
19. Customers not residing in the United States (Foreign Accounts) may be asked to comply with requests for special information by ADMIS as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, ADMIS shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call for information may cause transactions to be prohibited (other than offsetting trades) for Customer. Foreign Customer accounts must copy and forward an official form of picture I.D. and must provide a bank reference before customer is approved for trading.
20. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any thereof shall not preclude or inhibit the exercise of additional rights or remedies.
21. Customer agrees that ADMIS may, from time to time, change the account number assigned to any account covered by this Agreement, and that this Agreement shall remain in full force and effect. Customer agrees further that this account, as well as all additional accounts opened by him at ADMIS, shall be covered by this same Agreement with the exception of any new account for which a new Customer Agreement is signed.
22. Subject to the Arbitration Agreement between ADMIS and Customer, Customer agrees that any civil action or other legal proceeding between ADMIS or its employees, agents, representatives, affiliated brokers and/or associated persons, on the one hand, and Customer, on the other hand, arising out of or relating to this Agreement, transactions hereunder, or Customer's account shall be brought, heard and resolved in the Cook County Circuit Court located in Chicago, Illinois and Customer waives the right to have such proceeding transferred to any other location. In addition, Customer waives the right to trial by jury in any such action or proceeding. Any such action or proceeding shall be governed by the law of the State of Illinois. No action, including arbitration, and regardless of form arising out of or relating to this Agreement, transactions

hereunder, or Customer's account may be brought by Customer more than one year after the cause of action arose (regardless of the date of discovery of the alleged injury), provided, however, that any action brought under the provisions of Section 14 of the Commodity Exchange Act may be brought at any time within two years after the cause of action accrues.

- 23. Customer represents that (1) he/she is (or, if Customer is a corporation, that each officer and director is, if Customer is a partnership, that each partner is) an adult of sound mind and is under no legal disability which would prevent him/her from trading in commodities, commodity futures contracts, options contracts, forward contracts, foreign exchange or other physical or cash contracts therein or entering into this Agreement; (2) he/she is (or its officers and directors or its partners are) authorized to enter into this Agreement.
- 24. Customer warrants the accuracy of the information contained in the account application to be complete, true and correct and agrees that Customer will promptly notify ADMIS of any material change in the information. Customer further warrants that no one except Customer has an interest in the account and that Customer has full power and authority to enter into this Agreement and to engage in the transactions of the kind contemplated herein.
- 25. Customer agrees to pay to ADMIS the commissions, fees and other charges as are in effect from time to time, and Customer hereby authorizes ADMIS to withdraw the amount of any such commissions, fees and charges from Customer's Account as such commissions, fees and charges are incurred. ADMIS may provide notice electronically or otherwise of any changes in its amount and type of commissions, fees and other charges, and the effective date of such charges. If Customer is introduced to ADMIS by another party, such other party may receive a portion of any commission paid to ADMIS by Customer.
- 26. This Agreement, including all authorizations, shall inure to the benefit of ADMIS, its successors and assigns and shall be binding upon Customer and Customer's personal representatives, executors, trustees, administrators, agents, successors, and assigns. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by ADMIS; (d) insufficient margin, or ADMIS' determination that any collateral deposited to protect one or more account of Customer is inadequate, regardless or current market quotations, to secure the account; (e) Customer's failure to provide ADMIS any information requested pursuant to this agreement; or (f) any other circumstances or developments that ADMIS deems appropriate for its protection, and in ADMIS' sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Customer may have to ADMIS, either directly or by way of guaranty or suretyship, out of any Customer's funds or property in its custody or control or in the custody or control of ADMIS; (2) sell any or purchase any or all Commodity Contracts, securities or other property held or carried for Customer; and (3) cancel any or all outstanding orders or Commodity Contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customers or held jointly with others.
- 27. Customer shall indemnify, defend and hold ADMIS, its affiliates, directors, officers, stockholders, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, incurred by ADMIS, arising from (a) Customer's failure to fully and timely perform its obligations hereunder, or (b) any of Customer's representations and warranties made being untrue or incorrect. Customer also agrees to pay promptly to ADMIS any and all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, incurred by ADMIS in enforcement of any of the provisions of this Agreement and any of the transactions contemplated hereunder, the collection of any amounts due hereunder, and the defense of any action or proceeding, including an arbitration proceeding, brought by Customer against ADMIS in which ADMIS is the substantially prevailing party.
- 28. Limitation of Liability. IN NO EVENT SHALL ADMIS BE LIABLE TO CUSTOMER OR ANY PERSON FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY EVEN IF THE POSSIBILITY OF SUCH DAMAGES WERE DISCLOSED TO ADMIS OR COULD HAVE BEEN REASONABLY FORESEEN BY ADMIS. The limitations of liability reflect the allocation of risk between the parties. The limitations specified in this paragraph 28 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

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| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |



## 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; and 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 that a futures commission merchant may invest customer funds in.

(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. This can occur, for example, 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.

(11) The high degree of leverage (gearing) that is often obtainable in futures trading because of the small margin requirements 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 Web site 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 Web site, [www.admis.com](http://www.admis.com).

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 of the 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, therefore, 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.

**I hereby acknowledge that I have received and understood this risk disclosure statement.**

|          |                    |  |
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| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

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| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

## RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### Futures

#### 1. Effect of 'Leverage' or 'Gearing'

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leverage' or 'geared.' A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### 2. Risk-reducing orders or strategies

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be risky as taking simple 'long' or 'short' positions.

### Options

#### 3. Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### Additional risks common to futures and options

#### 4. Terms and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

#### 5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

#### 6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### 7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### 8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

#### 9. Currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

**10. Trading facilities**

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

**11. Electronic trading**

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of

hardware and software. The result of ANY system failure may be that your order is either not executed according to your instructions or is not executed at all.

**12. Off-exchange transactions**

In some Jurisdictions, and only then in restricted circumstances firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

**I hereby acknowledge that I have received and understood this risk disclosure statement.**

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This disclosure document meets the risk disclosure requirements in the jurisdictions identified below ONLY for those instruments which are specified.  
 United States: Commodity futures, options on commodity futures and options on commodities subject to the Commodity Exchange Act.  
 United Kingdom: Futures, options on futures, options on commodities and options on equities traded by members of the United Kingdom Securities and Futures Authority pursuant to the Financial Services Act, 1986.  
 Ireland: Financial futures and options on financial futures traded by members of futures exchanges on exchanges whose rules have been approved by the Central Bank of Ireland under Chapter VIII of the Central Bank Act, 1989.

## **RISK DISCLOSURE STATEMENT FOR FOREIGN EXCHANGE**

OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS INVOLVE THE LEVERAGED TRADING OF CONTRACTS DENOMINATED IN FOREIGN CURRENCY CONDUCTED WITH A FUTURES COMMISSION MERCHANT OR A RETAIL FOREIGN EXCHANGE DEALER AS YOUR COUNTERPARTY. BECAUSE OF THE LEVERAGE AND THE OTHER RISKS DISCLOSED HERE, YOU CAN RAPIDLY LOSE ALL OF THE FUNDS YOU DEPOSIT FOR SUCH TRADING AND YOU MAY LOSE MORE THAN YOU DEPOSIT.

YOU SHOULD BE AWARE OF AND CAREFULLY CONSIDER THE FOLLOWING POINTS BEFORE DETERMINING WHETHER SUCH TRADING IS APPROPRIATE FOR YOU.

(1) TRADING IS NOT ON A REGULATED MARKET OR EXCHANGE—YOUR DEALER IS YOUR TRADING PARTNER WHICH IS A DIRECT CONFLICT OF INTEREST. BEFORE YOU ENGAGE IN ANY RETAIL FOREIGN EXCHANGE TRADING, YOU SHOULD CONFIRM THE REGISTRATION STATUS OF YOUR COUNTERPARTY.

The off-exchange foreign currency trading you are entering into is not conducted on an interbank market, nor is it conducted on a futures exchange subject to regulation as a designated contract market by the Commodity Futures Trading Commission. The foreign currency trades you transact are trades with the futures commission merchant or retail foreign exchange dealer as your counterparty. WHEN YOU SELL, THE DEALER IS THE BUYER. WHEN YOU BUY, THE DEALER IS THE SELLER. As a result, when you lose money trading, your dealer is making money on such trades, in addition to any fees, commissions, or spreads the dealer may charge.

(2) AN ELECTRONIC TRADING PLATFORM FOR RETAIL FOREIGN CURRENCY TRANSACTIONS IS NOT AN EXCHANGE. IT IS AN ELECTRONIC CONNECTION FOR ACCESSING YOUR DEALER. THE TERMS OF AVAILABILITY OF SUCH A PLATFORM ARE GOVERNED ONLY BY YOUR CONTRACT WITH YOUR DEALER.

Any trading platform that you may use to enter off-exchange foreign currency transactions is only connected to your futures commission merchant or retail foreign exchange dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or customers of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

(3) YOUR DEPOSITS WITH THE DEALER HAVE NO REGULATORY PROTECTIONS.

All of your rights associated with your retail forex trading, including the manner and denomination of any payments made to you, are governed by the contract terms established in your account agreement with the futures commission merchant or retail foreign exchange dealer. Funds deposited by you with a futures commission merchant or retail foreign exchange dealer for trading off-exchange foreign currency transactions are not subject to the customer funds protections provided to customers trading on a contract market that is designated by the Commodity Futures Trading Commission. Your dealer may commingle your funds with its own operating funds or use them for other purposes. In the event your dealer becomes bankrupt, any funds the dealer is holding for you in addition to any amounts owed to you resulting from trading, whether or not any assets are maintained in separate deposit accounts by the dealer, may be treated as an unsecured creditor's claim.

(4) YOU ARE LIMITED TO YOUR DEALER TO OFFSET OR LIQUIDATE ANY TRADING POSITIONS SINCE THE TRANSACTIONS ARE NOT MADE ON AN EXCHANGE OR MARKET, AND YOUR DEALER MAY SET ITS OWN PRICES.

Your ability to close your transactions or offset positions is limited to what your dealer will offer to you, as there is no other market for these transactions. Your dealer may offer any prices it wishes, and it may offer prices derived from outside sources or not in its discretion. Your dealer may establish its prices by offering spreads from third party prices, but it is under no obligation to do so or to continue to do so. Your dealer may offer different prices to different customers at any point in time on its own terms. The terms of your account agreement alone govern the obligations your dealer has to you to offer prices and offer offset or liquidating transactions in your account and make any payments to you. The prices offered by your dealer may or may not reflect prices available elsewhere at any exchange, interbank, or other market for foreign currency.

(5) PAID SOLICITORS MAY HAVE UNDISCLOSED CONFLICTS

The futures commission merchant or retail foreign exchange dealer may compensate introducing brokers for introducing your account in ways which are not disclosed to you. Such paid solicitors are not required to have, and may not have, any special expertise in trading, and may have conflicts of interest based on the method by which they are compensated. Solicitors working on behalf of futures commission merchants and retail foreign exchange dealers are required to register. You should confirm that they are, in fact registered. You should thoroughly investigate the manner in which all such solicitors are compensated and be very cautious in granting any person or entity authority to trade on your behalf. You should always consider obtaining dated written confirmation of any information you are relying on from your dealer or a solicitor in making any trading or account decisions.

FINALLY, YOU SHOULD THOROUGHLY INVESTIGATE ANY STATEMENTS BY ANY DEALERS OR SALES REPRESENTATIVES WHICH MINIMIZE THE IMPORTANCE OF, OR CONTRADICT, ANY OF THE TERMS OF THIS RISK DISCLOSURE. SUCH STATEMENTS MAY INDICATE POTENTIAL SALES FRAUD.

THIS BRIEF STATEMENT CANNOT, OF COURSE, DISCLOSE ALL THE RISKS AND OTHER ASPECTS OF TRADING OFF-EXCHANGE FOREIGN CURRENCY TRANSACTIONS WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER.

I hereby acknowledge that I have received and understood this risk disclosure statement.

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# ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT\*

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

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

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

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

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

\* Each exchange's relevant rules are available upon request from the industry professional with which you have an account. Some exchanges' relevant rules are available on the internet home page.

## ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT ACKNOWLEDGMENT

Customer hereby authorizes ADM Investor Services, Inc. to enter orders to trade in Commodity Contracts on any available electronic trading and order routing systems.

**Customer hereby acknowledges having read and understood the Electronic Trading and Order Routing Systems Disclosure Statement.**

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## ADDITIONAL RISK DISCLOSURE

If any ONE (1) or more of the following apply to this account it is required to advise you of the risk involved with trading Commodity Contracts. This section must be completed or the account WILL NOT be opened.

- |  |   |
|--|---|
| <input type="checkbox"/> No previous Commodity Contract trading experience | <input type="checkbox"/> Over age 65              |
| <input type="checkbox"/> Annual salary below \$25,000                      | <input type="checkbox"/> Net worth below \$50,000 |

I/WE HAVE BEEN INFORMED THAT THE RISK OF LOSS IN TRADING COMMODITY FUTURES, COMMODITY OPTIONS, FORWARD CONTRACTS, FOREIGN EXCHANGE, PHYSICAL OR CASH COMMODITIES, AND EXCHANGE FOR PHYSICAL ("EFP") OR EXCHANGE FOR RISK ("EFR") TRANSACTIONS (COLLECTIVELY "COMMODITY CONTRACTS") CAN BE SUBSTANTIAL. I/WE HAVE CAREFULLY CONSIDERED WHETHER SUCH TRADING IS SUITABLE IN LIGHT OF MY/OUR FINANCIAL CONDITION. I/WE UNDERSTAND THAT THE HIGH DEGREE OF LEVERAGE THAT IS OBTAINABLE IN COMMODITY TRADING BECAUSE OF THE SMALL MARGIN REQUIREMENTS CAN WORK AGAINST ME/US AS WELL AS FOR ME/US. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

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

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS ADDITIONAL DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS ABOVE.

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## HEDGE ACCOUNT REPRESENTATION LETTER

Gentlemen:

I am applying for hedge margin rates since my/our futures transactions are an integral part of my/our business and are used to offset, or reduce risks of price fluctuation in cash commodities.

|   |
|---|
| Explain the nature and extent of your business: |
|   |
|   |
|   |

This is to certify that all transactions executed in the following commodities for the undersigned account will be for bona fide hedging purposes:

|                               |
|-------------------------------|
| Commodities used for Hedging: |
|                               |
|                               |

The undersigned ("Customer") represents to ADM Investor Services, Inc. ("ADMIS") that this account is carried with ADMIS for the specific and exclusive purpose of hedging commodities, as defined in Rule 1.3(z) of the Commodity Futures Trading Commission. The account will be treated accordingly by Customer with the understanding that Customer will notify ADMIS if any changes occur in Customer's treatment of the account. This account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the Commodity Futures Trading Commission. Customer may not exceed exchange speculative limits without applying for and receiving approval from the appropriate exchange.

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In the unlikely event of Brokers' bankruptcy, the undersigned

WOULD PREFER

WOULD NOT PREFER

that Broker's bankruptcy trustee liquidate any open commodity contracts held in this account without instructions from the undersigned. (PLEASE SELECT PREFERENCE)

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### NOTICE TO FOREIGN TRADERS

This is to notify you of the requirements of Commodity Futures Trading Commission ("CFTC") Regulations 15.05 and 21.03.

**Regulation 15.05** Regulation 15.05 provides, among other things, that the CFTC will treat us as your agent for the service of any communication from the CFTC to you, unless you give us a written agreement designating another person domiciled in the United States as your agent for this purpose.

**Regulation 21.03** Regulation 21.03 provides, among other things, that the CFTC may issue a special call to us for certain information concerning your account and transactions in your account if the CFTC determines that such information may be relevant in enabling it to determine whether a threat of a market manipulation, corner, squeeze or other market disorder exists in any contract market. The regulation sets forth the type of information that may be called for by the CFTC and includes such things as the identity of persons having an interest in the account, the futures and options positions carried in the account and various other matters. A person that fails to comply with a request for information is subject to sanctions; including prohibitions against further trading activities in the futures and options involved.



## ARBITRATION

Any controversy between ADM Investor Services, Inc. ("ADMIS") or its employees, agents, representatives, affiliated brokers, or associated persons, on the one hand, and Customer, on the other hand, arising out of or related to Customer's account, or to this agreement or the breach thereof, shall be settled only by arbitration in accordance with the rules of National Futures Association, the Commodity Futures Trading Commission, or the exchange upon which the transaction complained of was executed, as Customer may elect. If Customer does not make such an election by registered mail addressed to ADMIS within 45 days of demand by ADMIS that Customer make such an election, then ADMIS may make such an election. Any proceeding must be commenced within one year after the transaction or occurrence complained of, regardless of the date of discovery of the alleged injury. In such proceeding both Customer and ADMIS waive any right to punitive damages. Judgment upon the arbitration award shall be final and may be entered in any court having jurisdiction thereof.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, 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 ADMIS MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF ADMIS INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH ADMIS. SEE 17 CFR 180.1-180.5.

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## APPLICATION TO RECEIVE ONLINE ACCOUNT ACCESS

**Terms and Conditions:** ADM Investor Services, Inc. (ADMIS) has the ability to extend to customers the option of accessing sensitive online information such as account statements, proprietary market research, and other ADMIS client services on its website. In this regard, the undersigned hereby requests that ADMIS generate a user ID and password and grant access to the secured and private area of the ADMIS website.

I acknowledge that the information on the website that I am requesting access to is private and only to be used by the undersigned. I am responsible for keeping my user ID and password private and will not give any unauthorized person(s) access.

1. Customer agrees to use the information contained in the SERVICE only in the ordinary course of its own business. Customer will not give any unauthorized person(s) access to or information about any of the aforementioned ADMIS services. Prior approval to disseminate any Information to any other person(s) is required.
2. ADMIS shall use its best efforts to ensure the accuracy and reliability of the SERVICE, however, ADMIS makes no warranties or representations, expressed or implied, regarding the SERVICE and shall not be liable for any interruptions, delays, inaccuracies, errors, omissions or any faults in the SERVICE, howsoever occurring. Customer will indemnify and hold Archer Daniels Midland Co., ADM Investor Services, Inc., or any of its subsidiaries or affiliates harmless against any and all claims by third parties in any way connected or arising out of the SERVICE.
3. Any customer access to SERVICE will be limited and monitored through ADMIS' selected security mechanisms. Any attempts by customers to deviate from said SERVICE or circumvent such security mechanisms will result in immediate termination of the SERVICE to the customer.
4. Performance of SERVICE will be excused if prevented by circumstances beyond the reasonable control of ADMIS, including but not limited to: Acts of God or public enemy, fire or other casualty, labor disputes, or failure of communications companies.
5. Customer will at its own expense, supply the necessary personnel, equipment, electrical outlets, and power required on customer premises. Additionally, customer will be responsible for all telephone or data communications costs.
6. ADMIS reserves the right to modify or discontinue the SERVICE at any time without notice.

If you agree to these terms please sign below.

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# CORPORATE RESOLUTION

I, \_\_\_\_\_, (Assistant) Secretary having the custody of the records of \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Corporation") DO HEREBY CERTIFY that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the following resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked and are in no way in conflict with any of the provisions of the charter or membership agreement of said Corporation;

- (1) RESOLVED: That each of the directors, officers, managers, employees and agents of this Corporation named below is hereby authorized to trade in commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or Exchange for Risk ("EFR") transactions (Collectively "Commodity Contracts") for present or future delivery for the account and risk of this Corporation through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:
- (a) To buy, sell and agree to buy and sell Commodity Contracts for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
  - (b) To buy and to grant put and call options on Commodity Contracts, and to exercise options and all other activities in connection with options transactions;
  - (c) To deposit with and withdraw from said firm money, securities and other property for the purchase or sale of Commodity Contracts, including options on futures contracts;
  - (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
  - (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
  - (f) To execute documents binding the Corporation and to open one or more trading accounts;

I do further certify that the signature opposite each name listed below is the true and genuine signature of each person named:

| Name  | Title | Signature |
|-------|-------|-----------|
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____ ;   |

and it was further

- (2) RESOLVED: That any and all past transactions of any kind herein authorized, which may have been heretofore made on behalf of this Company through or with said firm of ADM Investor Services, Inc., be and hereby are ratified;

and it was further

- (3) RESOLVED: That ADM Investor Services, Inc. is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Secretary of this Corporation and under its seal.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Company this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL OF COMPANY TO BE AFFIXED HERE)

\_\_\_\_\_  
(Assistant) Secretary  
Unexpired Government Issued Photo ID Required

## LIMITED LIABILITY COMPANY AUTHORIZATION

I, \_\_\_\_\_, being the \_\_\_\_\_ and having custody of the records of \_\_\_\_\_, a Limited Liability Company organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_

(the "Company") DO HEREBY CERTIFY that at a meeting of the members of said Company duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the following resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked and are in no way in conflict with any of the provisions of the charter or membership agreement of said Company;

- (1) RESOLVED: That each of the members, managers, employees and agents of this Company named below is hereby authorized to trade in commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or Exchange for Risk ("EFR") transactions (Collectively "Commodity Contracts") for present or future delivery for the account and risk of this Company through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:
- (a) To buy, sell and agree to buy and sell Commodity Contracts for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
  - (b) To buy and to grant put and call options on Commodity Contracts, and to exercise options and all other activities in connection with options transactions;
  - (c) To deposit with and withdraw from said firm money, securities and other property for the purchase or sale of Commodity Contracts, including options on futures contracts;
  - (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
  - (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
  - (f) To execute documents binding the Company and to open one or more trading accounts;

I do further certify that the signature opposite each name listed below is the true and genuine signature of each person named:

| Name  | Title | Signature |
|-------|-------|-----------|
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____ ;   |

and it was further

- (2) RESOLVED: That any and all past transactions of any kind herein authorized, which may have been heretofore made on behalf of this Company through or with said firm of ADM Investor Services, Inc., be and hereby are ratified;

and it was further

- (3) RESOLVED: That ADM Investor Services, Inc. is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Secretary or member having custody of the records of this Company.

IN WITNESS WHEREOF I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Authorized Signatory)  
Unexpired Government Issued Photo ID Required

# PARTNERSHIP AUTHORIZATION

I, \_\_\_\_\_, a General Partner and having custody of the records of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, (or Country of \_\_\_\_\_,) (the "Partnership") DO HEREBY CERTIFY that:

- (1) Each of the general partners, partners, employees and agents of this Partnership named below is hereby authorized to trade in commodity futures, commodity options, forward contracts, foreign exchange, physical or cash commodities, and exchange for physical ("EFP") or Exchange for Risk ("EFR") transactions (Collectively "Commodity Contracts") for present or future delivery for the account and risk of this Partnership through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:
- (a) To buy, sell and agree to buy and sell Commodity Contracts for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
  - (b) To buy and to grant put and call options on Commodity Contracts, and to exercise options and all other activities in connection with options transactions;
  - (c) To deposit with and withdraw from said firm money, securities and other property for the purchase or sale of Commodity Contracts, including options on futures contracts;
  - (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
  - (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
  - (f) To execute documents binding the Partnership and to open one or more trading accounts;

I do further certify that the signature opposite each name listed below is the true and genuine signature of each person named:

| Name  | Title | Signature |
|-------|-------|-----------|
| _____ | _____ | _____     |
| _____ | _____ | _____     |
| _____ | _____ | _____ ;   |
| _____ | _____ | _____     |

It was further understood that any and all past transactions of any kind herein authorized, which may have been heretofore made on behalf of this Partnership through or with said firm of ADM Investor Services, Inc., be and hereby are ratified and that ADM Investor Services, Inc. is authorized to act upon the above until receipt by it of a written notification showing rescission or modification thereof signed by the General Partner having custody of the records of this Partnership.

ADM Investor Services, Inc. is hereby authorized to rely upon this Authorization until the same shall be revoked in writing or superseded by a like Authorization of a later date.

IN WITNESS WHEREOF I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 General Partner  
 Unexpired Government Issued Photo ID Required

# APPLICATION TO RECEIVE CUSTOMER STATEMENT AND INFORMATION BY E-MAIL

In order to receive your daily and monthly trade confirmations and purchase and sale statements ("Customer Information") via email, please complete the following information:

The undersigned hereby requests that ADMIS transmit their Customer Information via the Internet by e-mail transmission and that ADMIS no longer mail such statements in hard copy form. This consent for transmission may apply equally to daily and monthly statements or to daily statements only, as indicated below. I understand that this consent to electronic transmission of statements is revocable, but will remain in effect until you receive written notice from me to revoke such consent.

ADMIS is willing to allow such access ("e-mail service") at no additional charge to the customer upon the following conditions:

1. ADMIS makes no warranties or representations, express or implied, regarding the e-mail service and shall not be liable for any interruptions, delays, inaccuracies, errors, omissions or any faults in the e-mail service, howsoever occurring. Customer will indemnify and hold ADMIS or any of its subsidiaries or affiliates harmless against any and all claims by parties or third parties in any way connected to or arising out of the e-mail service.
2. Performance of e-mail service will be excused if prevented by circumstances beyond the reasonable control of ADMIS, including but not limited to: Acts of God or public enemy, fire or other casualty, labor disputes, or failure of communications companies.
3. Customer will be responsible for all telephone or data communications costs, and for informing ADMIS of changes in its services (communication companies) with regard to changes in the e-mail address itself. Failure to communicate new or changed e-mail addresses will result in failure to receive communications in this manner.
4. Customer warrants and represents that it fully understands the risks associated with the transmission of information by use of the internet, including but not limited to the tampering with, or unauthorized use of the Customer's Information by unauthorized parties and that it will implement the highest standard of care to prevent any unauthorized receipt or use of Customer's Information.
5. ADMIS reserves the right to modify or discontinue this service at any time without notice.

|                          |  |
|--------------------------|--|
| <b>Email Address</b>     |  |
| <b>Email Address</b>     |  |
| <b>Account Name</b>      |  |
| <b>Account Number(s)</b> |  |

**Statements to be transmitted via e-mail:** *(Please Check One)*

- All Daily and Monthly Statements - I understand that I will not receive any mailed hard copy statements.
- Daily Statements Only - I understand I will continue to receive only my monthly statement as a mailed hard copy.
- Monthly Statements Only - I understand I will continue to receive only my daily statement as a mailed hard copy.

|                       |
|-----------------------|
| Special Instructions: |
|-----------------------|

**Daily Statement Frequency:** *(Please Check One)*

- Activity Generated Statement - I want to receive a daily statement by e-mail only when there is activity in my account (transaction posted, deposit or withdrawal of funds, etc).
- Statement Everyday - I want to receive a daily statement by e-mail **every business day**, regardless if there was activity in my account or not.

The undersigned hereby acknowledges having read and understood the above terms and conditions.

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

|          |                    |  |
|----------|--------------------|--|
| <b>X</b> | <b>SIGNATURE</b>   |  |
|          | <b>NAME, TITLE</b> |  |
|          | <b>DATE</b>        |  |

# LETTER OF TRANSFER

## Instructions to Transfer Account to ADM Investor Services, Inc.

|                          |  |       |  |  |  |
|--------------------------|--|-------|--|--|--|
| Delivering Broker's Name |  |       |  | All Account Number(s) at Delivering Broker |  |
| Main Address             |  |       |  | 1.   |  |
|                          |  |       |  | 2.   |  |
|                          |  |       |  | 3.   |  |
| City                     |  | State |  | Zip Code                                   |  |

I (we) direct transfer of the above account(s) to ADM Investor Services, Inc., 141 West Jackson Blvd., Chicago, Illinois 60604-3190 subject to its approval and to compliance with the applicable law, including NFA Rule 2-27(a) which is copied below. The Delivering Broker shall deliver to ADM Investor Services, Inc., all open positions, and securities held for the above account(s), pay ADM Investor Services, Inc., any net credit balance, and cancel any outstanding open orders. ADM Investor Services, Inc. shall notify the Delivering Broker promptly if the transfer is not approved for any reason. If transfer is approved, ADM Investor Services, Inc. shall pay the delivering Broker any net debit balance.

In consideration of the above, by my/(our) signature (s) below, I/(we) hereby acknowledge that I/we have executed a risk disclosure statement for future and options with Rule 1.55, Rule 30.6 and Rule 33.7 of the Commodity Exchange Act and I/we hereby agree to be bound by the terms and conditions of the existing customer account agreement that has been executed with the Delivering Broker on my/our behalf and all related documents.

IF MORE THAN ONE PARTY IS TRANSFERRING ACCOUNT(S), ALL MUST SIGN.

|   |   |
|---|---|
| <b>X</b> SIGNATURE <input style="width: 100%; height: 20px;" type="text"/><br>NAME, TITLE <input style="width: 100%; height: 20px;" type="text"/><br>DATE <input style="width: 100%; height: 20px;" type="text"/> | <b>X</b> SIGNATURE <input style="width: 100%; height: 20px;" type="text"/><br>NAME, TITLE <input style="width: 100%; height: 20px;" type="text"/><br>DATE <input style="width: 100%; height: 20px;" type="text"/> |
|---|---|

### NFA RULE 2-27. TRANSFER OF CUSTOMER ACCOUNTS

(a) Upon receipt of a signed instruction from a customer to transfer an account from one Member to another, and provided that such instruction contains the customer's name, address and account number (and, if the transfer is not of the entire account, a description of which portions are to be transferred) and the name and address of the receiving Member, the carrying Member shall confirm to the receiving Member all balances in the account, whether money, securities or other property, and all open positions, within two business days or within such further time as may be necessary in the exercise of due diligence. Within three business days of the day such confirmation is due, or within such further time as may be necessary in the exercise of due diligence, and provided that the receiving Member agrees to accept the account, the carrying Member shall effect the transfer of the balances and positions to the receiving Member.

|                    |  |       |  |  |  |
|--------------------|--|-------|--|--|--|
| Customer's Name    |  |       |  | Account Number(s) at ADM Investor Services, Inc. |  |
| Customer's Address |  |       |  | 1.   |  |
|                    |  |       |  | 2.   |  |
|                    |  |       |  | 3.   |  |
| City               |  | State |  | Zip Code   |  |