

# ROSENTHAL COLLINS GROUP

216 West Jackson Boulevard Chicago, Illinois 60606

## Booklet C

### Corporate Accounts

Account Name

Account Number Account Executive

## ***To Open Your***

## ***Account at***

## ***RCG....***

### ***Instructions:***

**Booklet A** Read Booklet A carefully. There are no signatures required.  
Retain Booklet A for future reference.

**Booklet C** Complete the Corporate Information Form.....(pages 3-4)

As applicable:

Carefully read the Commodity Futures Customer Agreement.....(pages 5-9)

Read Signature Page, sign and date where required.....(page 10)

Carefully read the Currency Foreign Exchange  
Customer Agreement.....(pages 11-17)

Read Signature Page, sign and date where required.....(page 17)

Read Arbitration Agreement.....(page 18)

Futures Account Transfer Authorization (if applicable).....(page 19)

For **U.S. Applicants**, complete W-9 (required).....(attached)

For **Non-U.S. Applicants**, complete a W-8 form (required):

- IRS Form W8-BEN .....(attached)

See [www.irs.gov](http://www.irs.gov) for details and instructions on completing any of the following forms if they apply to you.

- Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States
- Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding
- Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding

If you have any questions concerning the opening of your account, please contact your Account Executive.

Welcome to RCG!

# Corporate Information

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To open a corporate account, please complete the following:

## **Information**

Name of corporation \_\_\_\_\_

\_\_\_\_\_

Name  
of Account \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Mailing (A street address or rural route is required.)  
Address (PO Boxes are not acceptable.)

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Tax ID Number \_\_\_\_\_

Date of Incorporation \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_

Nature of business of  
the corporation \_\_\_\_\_

\_\_\_\_\_

## **Confidential Information**

Current Bank/Money Market Accounts:

1-Name \_\_\_\_\_

Address \_\_\_\_\_

Contact/Phone \_\_\_\_\_

2-Name \_\_\_\_\_

Address \_\_\_\_\_

Contact/Phone \_\_\_\_\_

3. Annual Income of corporation:

- |  |  |
|--|--|
| <input type="checkbox"/> under \$25,000          | <input type="checkbox"/> \$25,000 - \$50,000   |
| <input type="checkbox"/> \$50,000 - \$100,000    | <input type="checkbox"/> \$100,000 - \$250,000 |
| <input type="checkbox"/> \$250,000 - \$500,000   | <input type="checkbox"/> \$500,000 - \$750,000 |
| <input type="checkbox"/> \$750,000 - \$1,000,000 | <input type="checkbox"/> over \$1,000,000      |

## **Corporate Officers**

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature  
Specimen \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature  
Specimen \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature  
Specimen \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature  
Specimen \_\_\_\_\_

## **Other Authorized Individuals**

Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Authorized to: \_\_\_\_\_

\_\_\_\_\_

Signature Specimen \_\_\_\_\_

Name \_\_\_\_\_

Position/Title \_\_\_\_\_

Authorized to: \_\_\_\_\_

\_\_\_\_\_

Signature Specimen \_\_\_\_\_

You must attach a copy of a valid passport or other government ID for each officer, principal or Power of Attorney holder with this application.

Other information:

\_\_\_\_\_

\_\_\_\_\_

**Confidential Information – (continued)**

## 4. Net Worth of corporation:

- |  |   |
|--|---|
| <input type="checkbox"/> under \$25,000            | <input type="checkbox"/> \$25,000 - \$50,000        |
| <input type="checkbox"/> \$50,000 - \$100,000      | <input type="checkbox"/> \$100,000 - \$250,000      |
| <input type="checkbox"/> \$250,000 - \$500,000     | <input type="checkbox"/> \$500,000 - \$1,000,000    |
| <input type="checkbox"/> \$1,000,000 - \$5,000,000 | <input type="checkbox"/> \$5,000,000 - \$10,000,000 |
| <input type="checkbox"/> Over \$10,000,000         |   |

## 5. Liquid Net Worth (describe)

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## Source of Assets (describe)

- ☐ Income  
☐ Investment  
☐ Other (describe)

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## 6. Cash in Bank(s) \$ \_\_\_\_\_

Marketable Securities \$ \_\_\_\_\_

## 7. Other Assets of corporation (describe)

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8. Trading objective: ☐ Speculation ☐ Hedging

## 9. Does the corporation now have, or did it ever have, an interest in a commodities account at RCG or another firm?

☐ Yes ☐ NoName of firm \_\_\_\_\_ ☐ open ☐ closedName of firm \_\_\_\_\_ ☐ open ☐ closed

## 10. Investment experience: Yes (# of years) No

Commodity Futures ☐ \_\_\_\_\_ ☐Options on Commodity Futures ☐ \_\_\_\_\_ ☐Cash Foreign Currencies ☐ \_\_\_\_\_ ☐Stocks/Bonds ☐ \_\_\_\_\_ ☐Funds ☐ \_\_\_\_\_ ☐

## 11. Do the principals of the corporation understand:

The risk of loss in commodity futures trading? ☐ Yes ☐ NoThe leverage provided in commodity futures and options trading? ☐ Yes ☐ NoThe possibility of incurring a debit balance? ☐ Yes ☐ NoThat you may be required to deposit additional funds to margin your account? ☐ Yes ☐ No

## 12. Do any other person or entities:

Have a financial interest in this account? ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

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Control the trading of this account? ☐ Yes ☐ No

If yes, please obtain the "Power of Attorney" form from your Account Executive or from the RCG website.

## 13. Does the corporation or its principals have pending, or did they in the past have litigation, disputed accounts or unresolved matters with any futures or securities brokerage firm? If yes, describe:

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## 14. Is the corporation or any of its principals or officers now or were they in the past a member of the NFA or NASD? If yes, list registration and sponsor:

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## 15. Are any of the principals of the corporation related to anyone employed by RCG or your Introducing Broker? If yes, provide name and employer:

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## 16. Is the corporation or any of its officers or principals a member of any exchange? If yes, please list name and exchange and membership status:

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## 17. Do you wish to have electronic access to your statements?

☐ Yes ☐ No

If yes, please be advised that RCG will display electronically confirmation of actual transactions and/or orders, purchase and sales notices, correction notices and statements of your account(s) through its Passport and Archive products. You agree that no printed copy of such daily or monthly information will be sent to you by regular mail. In the event you do not wish to receive your statements via Passport or Archive, your account may be charged a monthly statement fee.

Please complete the following information:

Email address: \_\_\_\_\_

Password desired: \_\_\_\_\_

# RCG Commodity Futures Customer Agreement

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In consideration of Rosenthal Collins Group, L.L.C. ("RCG") accepting your account and its agreement to act as your broker, you agree to the following with respect to any of your accounts with RCG for the purchase and sale of securities, monies, physical commodities, futures contracts, options on futures, foreign futures contracts, options on foreign futures, forward contracts and foreign exchange contracts (collectively referred to as "commodities" or "property"):

1. You represent that you are a validly existing corporation and the sole owner of your account(s) and that no other person or entity, except as disclosed herein, has any interest therein. You agree to notify RCG of the identity of any other person or entity who controls the trading of the account, has a financial interest of 10% or more in the account or the identity of any other account in which you control or have a 10% or more ownership interest. You shall maintain your account(s) in accordance with and shall be solely responsible for compliance with the rules, regulations and/or guidelines issued by any federal, state or administrative bodies having oversight or regulatory authority over your activities, and any statutes governing your activities. You also represent that the funds deposited into your account(s) are your own corporate funds and that no funds from any other person or entity will be deposited into your account. You understand that RCG is relying on the representations contained herein with regard to the manner in which RCG will carry your account, and you agree to notify RCG immediately in writing in the event that these circumstances change.

2. All transactions for your account(s) shall be subject to the regulations of all applicable federal, state and self-regulatory agencies including the constitution, rules and customs, as the same may be constituted from time to time, of the exchanges, market or place (and the clearing associations, if any) where executed, or if different, RCG's house rules. This paragraph is solely for RCG's protection and RCG's failure to comply with any such regulations, constitutions, rules and/or customs shall not be a breach of this Agreement and shall not relieve you of any obligations under this Agreement.

3. You agree not to exceed the position limits of any federal agency or exchange for your account(s), acting alone or in concert with others. You will promptly notify RCG of positions for which you are required to file reports with the Commodity Futures Trading Commission ("CFTC") or any exchange.

4. You understand that RCG has the sole and absolute discretion and the right to limit positions in your account(s), to decline to accept any orders and to require that your account(s) be transferred to another firm. You understand that if you do not promptly transfer your positions upon RCG's demand, RCG reserves the right to liquidate positions in your account(s) at its sole and absolute discretion.

5. You understand that RCG acts as your agent and not as principal for your commodity futures and commodity options transactions which are effected on exchanges. Consequently, RCG does not guarantee the performance of the obligations of any party to the futures or options contracts purchased and/or sold by its clients. You understand that RCG may act as principal in certain cash,

forward, foreign commodity and foreign exchange transactions.

6. Any property belonging to you or in which you have an interest, either individually or jointly with others, held by RCG or any of its subsidiaries or affiliates or carried in any of your sole or joint account(s) shall be subject to a general lien and security interest for the discharge of your obligations to RCG, wherever or however arising and without regard to whether or not RCG has made advances with respect to such property, and RCG is hereby authorized to sell and/or purchase any and all such property without notice to satisfy such general lien and security interest. You irrevocably appoint RCG as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

7. You agree to maintain such collateral and/or margin as RCG may from time to time, in its sole and absolute discretion, require and agree to pay immediately on demand any amount owing with respect to any of your accounts. Margin requirements may be increased at RCG's sole and absolute discretion and may differ from those established by the exchange on which the transaction is executed. Margin requirements are subject to change without notice and will be enforced retroactively and prospectively. You shall make deposits of margin as RCG requests within a reasonable time after such request. It is agreed and understood that one hour may be deemed to be a reasonable time; provided, however, that RCG, in its sole and absolute discretion, may request that deposits be made in a lesser period of time. RCG's failure to require satisfaction of a margin call within one hour, or any shorter time period, on any occasion shall not be deemed to be a waiver of its right to do so in the future. You shall provide RCG with the names of bank officers and information necessary for immediate verification of wire transfers.

**8. In the event you fail to deposit sufficient funds to pay for any commodities and/or to satisfy any demands for initial and/or variation margin, or whenever in RCG's sole and absolute discretion it considers it necessary, RCG may, without prior demand or notice and notwithstanding any rule of any exchange, liquidate the positions in your account(s), hedge and/or offset those positions in the cash market, by an exchange for physicals transaction or otherwise, sell any property belonging to you or in which you have an interest, cancel any open orders for the purchase and sale of any property, or borrow or buy any property required to make delivery against any sales, including a short sale, on an exchange or off an exchange, effected for you, all for your sole account and risk. Such sale or purchase may be public or private and may be made without advertising or notice to you and in such a manner as RCG may, in its sole and**

absolute discretion, determine, and no demands, tenders or notices which RCG may make or give shall invalidate your aforesaid waiver. You agree that RCG has no duty and is not required to liquidate positions in your account(s) and that the provisions of this paragraph are solely for the protection of RCG. The proceeds of such transactions, if any, are to be applied first to reduce any indebtedness owing by you to RCG and thereafter to your account.

9. RCG is authorized to transfer among your regulated commodity account(s) and any of your other account(s), including foreign secured account(s) and non-regulated account(s), and vice versa, such excess funds as may be required for any reason RCG deems appropriate in RCG's sole and absolute discretion. Any such transfer shall be in compliance with the Commodity Exchange Act. It is understood that within a reasonable time after making such transfer RCG will confirm the same to you in writing.

10. You acknowledge that you shall be liable for all losses in your account(s) whether or not your account(s) is liquidated and for any debts and deficiencies, including, but not limited to, interest, costs, expenses and attorneys' fees, including all debts and deficiencies resulting from a liquidation of your account(s).

11. You agree to pay storage and delivery charges and other service related fees charged to your account(s). You also agree to pay any give-up or give-in fees that may be charged by any executing firm or broker whom you or your agents have authorized to execute transactions for your account(s). You agree to pay such fees, brokerage and commission charges as RCG may impose or which may be imposed by any exchange or regulatory organization. Unless otherwise agreed, RCG may charge exchange, clearing, brokerage, transaction, NFA and any other transaction related fees as separate items for each transaction in your account(s). Such fees are subject to change without notice. You acknowledge that transactions on the Chicago Board of Trade Mini Grain contracts may include a "changer fee" and the amount of such fee, if any, included in a transaction price will be provided upon request. In the event a debit balance occurs in your account(s), RCG shall be entitled to receive and charge to your account(s) interest at the greater of the following rates: twelve percent (12%) per year, or at the rate determined by adding one percent (1%) to the rate announced from time to time by Harris Trust and Savings Bank of Chicago or its successors or assigns as its prime commercial rate for the entire period that such debit shall exist. You agree that any and all interest earned on any available cash balances in your account(s) may accrue to, and may be retained by RCG. In the event that your account(s) is transferred to another futures commission merchant, a reasonable transfer charge in addition to commissions and fees may be imposed and charged against your account(s).

12. In the event of dissolution, liquidation, bankruptcy or any similar act, RCG may cancel or complete any open orders for the purchase or sale of any commodities, place orders for the sale of commodities which RCG may be carrying for you, buy any commodities of which your account(s) may be short, or any part thereof, under the same terms and conditions as hereinabove stated, without prior notice to your trustees and without prior demand upon any of them.

13. Written or electronically provided confirmation of actual transactions and/or orders, purchase and sales notices, correction notices and statements of your account(s) (collectively "statements") shall be conclusive and deemed ratified by you unless RCG shall receive oral notice from you to the contrary IMMEDIATELY upon your receipt thereof and thereafter confirmed by you in writing. If you retrieve your statements electronically they shall be conclusive and deemed ratified by you if not objected to in writing prior to the opening of the market on the next trading session. If you receive your statements via mail they shall be conclusive and deemed ratified by you if not objected to in writing within THREE days after mailing to you by RCG. In the event that you fail to receive statements for your account(s) by mail within three days from the date of a transaction in your account(s), such transaction shall be conclusive and deemed ratified by you unless you notify RCG IMMEDIATELY in writing of your failure to receive such statements. Communications mailed or electronically retrieved by you shall, until RCG receives notice in writing of a different address, be deemed to have been personally delivered to you and you agree to waive all claims resulting from failure to receive such communications. Oral notice shall be given to RCG by telephone at (312) 460-9200, Attention: Compliance Department. Written notice to RCG under this paragraph shall be sent to Rosenthal Collins Group, L.L.C., 216 West Jackson Boulevard, Suite 400, Chicago, Illinois 60606, Attention: Compliance Department. None of the provisions in this paragraph, however, will prevent RCG, upon discovery of any error or omission, from correcting it. You agree that such errors, whether resulting in profit or loss, will be corrected in your account(s), will be credited or debited so that your account is in the same position it would have been if the error had not occurred. Whenever a correction is made, RCG will promptly make written or electronic notification to you.

14. You acknowledge and agree that RCG may reduce all documentation evidencing your account(s), including the original signature documents executed by you in the opening of your account with RCG, utilizing a printed media storage device such as micro-fiche or optical disc imaging. You agree to permit the records stored by such printed media storage method to serve as a complete, true and genuine record of your account documents and signatures.

15. You understand that RCG is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, actions of independent floor brokers, or other persons beyond RCG's control, clearing house failure, omnibus relationship failure, war, strike, national disaster or wire malfunction, delay in mails, electronic transmission or any other delay or inaccuracy in the transmission of orders or the information because of a breakdown or failure of transmission or communication facilities. All price quotations, commodity information, or trade reports given to you are also subject to change and errors, as well as delays in reporting and you acknowledge that reliance upon such information is at your own risk. You understand that you are bound to the actual executions of transactions on the exchange(s) and that RCG is not bound by erroneous reports of executions transmitted to you.

16. You acknowledge that RCG is hereby specifically authorized for your account and benefit, from time to time and without notice to you, either separately or with others, to lend, pledge, repledge, hypothecate or rehypothecate, either to RCG or to others, any and all property, including, but not limited to, metals, warehouse receipts, securities or other negotiable instrument(s) held by RCG in any of your account(s) and RCG shall not at any time be required to deliver to you identical property, but may fulfill its obligations to you by delivery of property of the same kind and amount.

17. If you initiate a transaction on an exchange or in a market which margins or settles the position(s) in a currency different than the type held or deposited in your account(s), RCG shall have the right to convert such currency from one type to another (e.g. U.S. currency to foreign currency, foreign currency to U.S. currency, or foreign currency to another foreign currency) as RCG in its sole and absolute discretion may determine at an exchange rate determined by RCG in its discretion based on prevailing money markets. Any profit or loss from a fluctuation in the exchange rate of such currency will be for your sole account and risk. Unless you instruct RCG otherwise, monies you deposit with RCG in currency other than U.S. dollars and unrealized profits in currency other than U.S. dollars are not intended to margin, guarantee or secure transactions on United States contract markets.

**18. THIS INFORMATION IS FURNISHED TO YOU AND MUST BE ACKNOWLEDGED BY YOU IF YOU INTEND TO MAINTAIN FUNDS IN AN ACCOUNT DENOMINATED IN A FOREIGN CURRENCY WITH DEPOSITORIES LOCATED INSIDE OR OUTSIDE THE UNITED STATES BECAUSE YOU ARE DOMICILED IN A FOREIGN COUNTRY OR BECAUSE THE FUNDS ARE HELD IN CONNECTION WITH CONTRACTS PRICED AND SETTLED IN A FOREIGN CURRENCY.**

Funds of customers trading on United States contract markets may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if you are domiciled in a foreign country or if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to you. Such accounts also may be subject to foreign currency exchange rate risks.

You authorize the deposit of funds into such foreign depositories. If you are domiciled in the United States, this authorization permits the holding of funds in regulated accounts offshore only if such funds are used to margin, guarantee, or secure positions in such contracts or accrue as a result of such positions.

In order to avoid the possible dilution of other customer funds, if you have funds held outside the United States you must further agree that any claims based on such funds will be subordinated as described below in the unlikely event **both** of the following conditions are met: (1 ) your futures commission merchant is placed in receivership or bankruptcy, and (2) there are insufficient funds available

for distribution denominated in the foreign currency as to which you have a claim to satisfy all claims against those funds.

You agree that if both of the conditions listed above occur, your claim against the futures commission merchant's assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies receives its pro-rata portion of such funds. It is further agreed that in no event may a customer whose funds are held overseas receive more than his pro-rata share of the aggregate pool consisting of funds held in dollars, funds held in the particular foreign currency, and non-segregated assets of the futures commission merchant.

19. No provision of this Agreement can be amended or waived except in writing signed by a registered Principal of RCG. No oral agreements or instructions contrary to any provisions of this Agreement shall be recognized or enforceable. You agree to be bound by any amendments to this Agreement which you have not objected to in writing within three business days after receipt thereof. The failure of RCG to enforce, at any time, any provision of this Agreement shall not be construed to be a waiver of such provision and shall not in any way affect the validity of this Agreement or the right of RCG thereafter to enforce each and every provision of this Agreement. No waiver or amendment shall be implied from RCG's conduct, action or inaction.

20. You understand that some exchanges and clearing houses have established cut-off times for the tender of exercise instructions and that an option will become worthless if instructions are not received by RCG before such expiration time. You also understand that certain exchanges and clearing houses automatically exercise some "in-the-money" options unless instructed otherwise. You acknowledge full responsibility for taking action either to exercise or to prevent the automatic exercise of an option contract, as the case may be, and RCG is not required to take any action with respect to an option contract, including, without limitation, any action to exercise an option prior to its expiration date or to prevent its automatic exercise, except upon your express instructions. You further understand that RCG may establish exercise cut-off times which may be different from the times established by exchanges and clearing houses. You understand that all short option positions are subject to assignment at any time including positions established on the same day that exercises are assigned, and assignment notices are allocated randomly from among all RCG's customers' short options positions which are subject to assignment.

21. This Agreement shall inure to the benefit of RCG's present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and to any of RCG's assigns. You agree that all of your rights and obligations under this Agreement shall not be assigned, transferred, sold or otherwise conveyed, and any such attempted assignment, transfer, sale or conveyance shall be null and void and of no force or effect. In any event,

RCG may, subject to the applicable rules and regulations of the CFTC and the National Futures Association, assign this Agreement and transfer your account(s) to another duly registered futures commission merchant.

22. RCG is authorized to accept oral, telephonic or electronic (if Electronic Trading Agreement has been executed) orders as you or your authorized agent may give for transactions in your account(s). You hereby waive any defense that such order was not in writing or evidenced by a memorandum in writing as required by the Statute of Frauds or any other statute. Although authorized, RCG is not required to accept oral, electronic or telephonic orders. RCG is further authorized to record, whether by tape, wire or other method, with or without a periodic tone signal, any and all telephonic or other oral communications between us, with or without notice thereof.

23. Should RCG become a party, without fault on RCG's part, to any action or proceeding arising out of your account(s) or orders given to RCG, you agree to indemnify and save RCG harmless therefrom and to pay RCG such attorneys' fees and costs incurred by RCG as the court or arbitration panel may determine. You shall further indemnify RCG and hold it harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorneys' fees, which arise out of, or which in any manner or way whatsoever are related to any representation made by you in this Agreement, or by your failure to perform any of your agreements made herein, including, but not limited to, the failure to immediately pay any deficit balances which may arise in your account(s).

24. The Secretary of this Corporation does hereby certify that at a meeting of the Board of Directors of the corporation duly held, 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 Bylaws of the corporation.

RESOLVED: That the Corporate Officers or employees identified in the Corporate Information Form, or any of them, be and hereby are, authorized to trade in commodities (as such term is defined in this Commodity Customer Agreement) for present or future delivery for the account and risk of this Corporation, through and with the firm of Rosenthal Collins Group, L.L.C., and are granted the authority hereby including the power to do any of the following:

- (a) To enter into a Commodity Customer Agreement;
- (b) To buy, sell and trade in commodities (as such term is defined in the Commodity Customer Agreement) for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (c) To deposit with and withdraw from RCG money, commodities, contracts for the purchase or sale of commodities, checks and other negotiable instruments, securities or other property;
- (d) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- (e) To settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies, pending or contingent;

- (f) To make other agreements and take any other action relating to any of the foregoing matters, including but not limited to the grant of discretionary trading authority to other individuals or entities.

FURTHER RESOLVED: That the Corporation gives its officers or employees, and each of them, the broadest possible power with respect to the above Resolutions; and the Corporation agrees to indemnify and hold RCG harmless against any and all claims that may arise by reason of its following any directions, instructions and orders given to it by any of the officers or employees in respect of any of the Corporation's accounts.

FURTHER RESOLVED: That RCG is authorized to act upon the authority of these Resolutions until receipt by RCG of a certificate showing rescission or modification thereof signed by the Secretary of this Corporation and under its seal; and that RCG is also authorized to recognize and deal with the officers or employees of this Corporation whose names are set forth in the Corporate Information Form, until receipt by RCG of a certificate, signed by the Secretary of this Corporation, setting forth the names of another person or persons as such officers or employees; and

FURTHER RESOLVED: That the officers referenced in the Corporate Information Form shall specifically have the authority to grant discretionary trading authority to other individuals or entities.

25. You consent to RCG's "affiliated persons" (as defined in 17 C.F.R. 155 et seq., as amended) or any floor broker acting on behalf of RCG or its customers, taking, directly or indirectly, the other side of any order you place with RCG, in accordance with the rules of the applicable futures exchanges. You give your consent to any such floor broker.

26. As required by the customer Identification Program of the USA PATRIOT Act of 2001, RCG must obtain information and/or documentation to verify your identity. For individuals, this may mean credit reports, government-issued identification, utility bills, or any other documentation as may be required by RCG Compliance. For entities, this may mean corporate, trust, LLC or partnership documents, individual identification information and/or documentation for principals and owners similar to those mentioned above or any other documentation as may be required by RCG Compliance. You authorize RCG to verify the information contained in your application and in other documents which may be required in connection with this Agreement. You authorize any third party to provide to RCG any and all information and documentation that RCG requests, including but not limited to income, bank, money market or other similar account balances and verification of credit history.

27. If you elect to retrieve confirmation statements of actual transactions and/or orders, purchase and sale notices, correction notices ("daily and monthly statements") of your account(s) electronically by indicating such election in #17 of the Customer Information section herein, you agree that no printed copy of such daily or monthly information will be sent to you by mail or other means.



This consent shall remain in effect until revoked by you in writing. In the event you do not elect to retrieve your statements electronically, your account will be charged the RCG monthly statement fee then in effect.

28. RCG, in its sole and absolute discretion and without notice, may delegate any of its rights, powers or duties under this Agreement to the introducing broker or futures commission merchant who introduced your account to RCG.

29. This Agreement has been made and delivered at Chicago, Illinois. Its validity, construction and enforcement shall be governed and construed in accordance with the substantive laws of the State of Illinois without reference to its principles of conflicts of law. This Agreement constitutes the entire understandings among the parties with respect to the subject matter hereof. Wherever possible, each portion of this Agreement shall be interpreted in such a manner to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Agreement. YOU AGREE NOT TO COMMENCE ANY LEGAL OR ADMINISTRATIVE PROCEEDING AGAINST RCG UNTIL ANY DEFICIT BALANCE IN YOUR ACCOUNT (S) IS SATISFIED.

30. All actions, disputes, claims or proceedings, including but not limited to any arbitration proceeding, including National Futures Association ("NFA") arbitrations, arising directly or indirectly in connection with, out of, or related to or from the Customer Agreement, any other agreement between the Customer and RCG, or any orders entered or transactions effected for your account(s), whether or not initiated by RCG, shall be adjudicated only in courts or other dispute resolution forums whose situs is within the City of Chicago, State of Illinois, and you hereby specifically consent and submit to the jurisdiction of any state or federal court or arbitration proceedings located within the City of Chicago, State of Illinois.

Customer waives any claim Customer may have that (a) Customer is not personally subject to the jurisdiction of any state or federal court or arbitration proceedings located within the State of Illinois, (b) Customer is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to

Customer or Customer's property, (c) any such suit, action or proceeding is brought in an inconvenient forum, (d) the venue of any such suit, action or proceeding is improper or (e) this consent or the Customer Agreement between Customer and RCG may not be enforced in or by such court or arbitration proceeding.

BY SIGNING THE AGREEMENT CONTAINING THIS CONSENT TO JURISDICTION, CUSTOMER ACKNOWLEDGES ASSENT TO JURISDICTION AS SET FORTH ABOVE AND FURTHER ACKNOWLEDGES THAT THESE CLAUSES WERE FREELY AND KNOWINGLY NEGOTIATED BETWEEN THE PARTIES.

THIS COMMODITY CUSTOMER AGREEMENT CONTAINS A CONTRACTUAL AGREEMENT. DO NOT SIGN UNTIL YOU HAVE READ IT CAREFULLY. BY SIGNING IN THE SECTION PROVIDED THEREFOR, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT ALL INFORMATION CONTAINED HEREIN, OR IN ANY OTHER ACCOUNT FORM OR OTHER DOCUMENT FROM THE UNDERSIGNED IS TRUE AND CORRECT AND THAT IF ANY CHANGES TO SUCH INFORMATION OCCUR, THE UNDERSIGNED WILL IMMEDIATELY INFORM RCG, IN WRITING, OF SUCH CHANGES. BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THE COMMODITY CUSTOMER AGREEMENT AND SHALL BE BOUND BY THEM.

# THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

BY SIGNING THIS AGREEMENT YOU REPRESENT AND WARRANT TO RCG THAT ALL INFORMATION CONTAINED HEREIN OR IN ANY OTHER ACCOUNT FORM IS TRUE AND ACCURATE, AND THAT YOU SHALL INFORM RCG IN WRITING OF ANY CHANGES TO SUCH INFORMATION WHEN SUCH CHANGES OCCUR. I (WE) HEREBY REQUEST THAT RCG OPEN A COMMODITY TRADING ACCOUNT IN THE NAME(S) SET FORTH IN THIS APPLICATION. I (WE) HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT GOVERNING THE ACCOUNT AND AGREE TO BE BOUND BY THEM AS CURRENTLY IN EFFECT.

Name of Corporation \_\_\_\_\_

X  
\_\_\_\_\_  
President

X  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

X  
\_\_\_\_\_  
Officer

X  
\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT OF RECEIPT OF RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

### CUSTOMER ACKNOWLEDGEMENT:

I hereby acknowledge that I have received and understood the Risk Disclosure Statement for Futures and Options (Appendix A to CFTC Rule 1.55(c)) set forth in Booklet A on pages 4 and 5.

X  
\_\_\_\_\_  
President

X  
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

X  
\_\_\_\_\_  
Officer

X  
\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ARTICLES OF INCORPORATION AND BYLAWS MUST ACCOMPANY THIS AGREEMENT**

# **Currency Foreign Exchange Customer Agreement**

In consideration of Rosenthal Collins Group, L.L.C. or any of its subsidiaries or affiliates (individually or collectively "RCG") agreeing to carry one or more accounts of, and providing services to, the undersigned ("Customer") in connection with the purchase and sale of cash currencies (including financial instruments), gold and silver bullion and forward or leverage or option contracts and any similar instruments (collectively referred to as "Currency Forex") which may be purchased or sold by or through RCG for Customer's account(s), Customer agrees as follows:

1. **AUTHORIZATION TO TRADE.** RCG is authorized to purchase and sell Currency Forex for Customer's account(s) with a counterparty bank(s), sophisticated institution(s), or registered (if required) participant(s) including but not limited to RCG, in accordance with Customer's oral, electronic or written instructions. Unless instructed by Customer to the contrary in writing, RCG is authorized to execute all orders with such counterparty banks, sophisticated institutions, registered participants or RCG itself, as RCG deems appropriate.

2. **GOVERNMENTAL, COUNTERPARTY INSTITUTION AND INTERBANK SYSTEM RULES.** All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings, agreements and interpretations of the counterparty institution or other interbank market (or its clearing organization, if any) where executed and to all applicable United States Federal and State laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, the United States Federal Reserve, Commodity Futures Trading Commission ("CFTC"), the National Futures Association ("NFA"), a contract market or clearing organization to which RCG shall be subject and which affects in any manner or is inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

3. **MARGINS AND DEPOSIT REQUIREMENTS.** Customer shall provide to and maintain with RCG margin in such amounts and in such forms as RCG, in its sole discretion, may from time to time require. Such margin requirements may exceed margins required by a counterparty bank or institution. RCG may change margin requirements at any time. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by RCG, and will promptly meet all margin calls in such mode of transmission as RCG in its sole discretion shall designate; provided, however, that notwithstanding any demand for additional margin, RCG may at the same or any time proceed to liquidate Customer's account in accordance with paragraph 7 of this Agreement and any failure by RCG to enforce its rights hereunder shall not be deemed a waiver by RCG to enforce its rights thereafter. No previous margin requirement of RCG shall preclude RCG from increasing that requirement without prior notice. RCG retains the right to limit the number of open positions which Customer may acquire or maintain at RCG. RCG will attempt to execute all orders which it may, in its sole discretion, choose to accept for the purchase or sale of Currency Forex or other property in accordance with the oral, electronic or written instructions of Customer. RCG shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of RCG including, without any limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities, irrespective of whether any such facilities are owned or provided by RCG.

4. **SETTLEMENT DATES AND ROLLOVERS.** With respect to purchases or sales of Currency Forex through a Currency Forex account, Customer agrees to instruct RCG as to the offset or rollover of a Currency Forex position. Except as provided herein, while Currency Forex position is open, Customer shall give RCG instructions for rolling the Currency Forex position no later than one (1) business day prior to the settlement, prompt or value day for the Currency Forex contract if Customer intends to roll over a Currency Forex position. In addition, Customer, by noon of the second (2<sup>nd</sup>) business day before the settlement, prompt or value day of the Currency Forex contract position, shall instruct RCG whether to deliver, offset or rollover the Currency Forex position. In the absence of receipt and possession by RCG of timely instructions, funds or documents from Customer, RCG is authorized, at RCG's absolute discretion and without notice, to deliver, roll over or offset all or any portion of the Currency Forex positions in the Customer's Currency Forex account(s) and at Customer's sole risk upon such terms and by such methods as RCG reasonably deems appropriate. Notwithstanding, RCG, in its sole discretion, may limit Currency Forex amounts, if any, which may be delivered, and RCG may, therefore, require offset or roll over of Currency Forex. Customer's Account(s) may be charged separate commissions or other transaction charges, at RCG's rates in effect from time to time, upon the rollover or offset of a Currency Forex position.

5. **COLLATERAL AND LENDING AGREEMENT.** All funds, securities, commodities, Currency Forex, Currency Forex contracts, and other property of Customer which RCG or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person), or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by RCG as security and subject to a general lien and right of set off for liabilities of Customer to RCG whether or not RCG has made advances in connection with such securities, commodities, Currency Forex or other property, and irrespective of the number of accounts Customer may have with RCG. RCG may in its sole discretion at any time and from time to time, without notice

to Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's accounts. Customer hereby also grants to RCG the right, and authorizes RCG, to pledge, re-pledge, hypothecate, re-hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any funds, securities or other property of Customer held by RCG as margin or security. RCG shall at no time be required to deliver to Customer the identical property delivered to or purchased by RCG for any account of Customer. The foregoing rights of RCG are subject to the requirements, if applicable, for the segregation of Customer funds and property under the Commodity Exchange Act, as amended (the "Act"). The purpose of the lending agreement in paragraph 32 of this Agreement ("Lending Agreement") is to allow RCG to use depository receipts (representing delivery) as collateral. Should Customer take delivery of currencies through settlement of Currency Forex contracts, RCG is obliged to make full payment for the delivery on 24 hours notice. If the balance in the Customer's account is not adequate to pay for the delivery, the depository receipts become property carried on margin in the Customer's account since they are not fully paid for by Customer. The Lending Agreement allows RCG to use the depository receipt as collateral for a bank loan, the proceeds of which will be used to pay for the depository receipts until rollover of the Currency Forex and/or payment in full by Customer. Should Customer intend to take delivery of the Currency Forex covered by any other obligation, the Lending Agreement in paragraph 32 of this Agreement expressly authorizes RCG to use the Currency Forex, property, depository receipts or evidence of ownership thereof, as collateral for a bank loan, the proceeds of which may be used to pay for the Currency Forex or evidence of ownership thereof, until payment in full, including interest, by Customer. This authorization and Lending Agreement shall apply to all accounts carried by RCG for Customer and shall remain in full force until all accounts are fully paid for by Customer or notice of revocation is sent by RCG from its Chicago, Illinois U.S.A. main office.

6. ELECTRONIC TRADING. RCG may in its direction make available to Customer an electronic trading system for trading Currency Forex (the "System") under the terms and conditions stated in this Agreement. Customer understands that the System may be accessed through the Internet, LAN, or in some instances, by direct dial. Some of the information available on the System may be produced by RCG and some may be provided by various independent sources ("Information Providers"). Customer acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the information concerning Customer's trading and account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be added from time to time (collectively referred to as the "Information"), is not guaranteed by RCG or the Information Providers. Customer agrees that neither RCG nor the Information Providers shall have any liability for the accuracy, completeness, timeliness or correct sequencing of the Information or for any decision made or action taken by Customer in reliance upon the Information or the System, or for any interruption of any Information provided by the System, or for any aspect of the System. See paragraph 21 of this Agreement for specific provisions concerning possible errors in prices.

All orders that Customer initiates are Customer's responsibility. If Customer does not receive affirmative notification that the order has been either accepted or rejected for placement, it is Customer's responsibility to notify RCG immediately. Customer shall be responsible for monitoring all the Customer's orders until execution is confirmed or cancellation is acknowledged by RCG. Customer must cause any notification from RCG to be printed and retained as hard copy evidence of the same.

Customer understands that technical problems or other conditions may delay or prevent Customer from entering or canceling an order on the System, or likewise may delay or prevent an order transmitted through the System from being executed. RCG shall not be liable for, and Customer agrees not to hold or seek to hold RCG liable for, any technical problems, System failures and malfunctions, System access issues, System capacity issues, high Internet traffic demand, security breaches and unauthorized access and other similar computer problems and defects. RCG does not represent, warrant or guarantee that Customer will be able to access or use the System at times or locations of Customer's choosing, or that RCG will have adequate capacity for the System as a whole or in any geographic location. RCG does not represent, warrant or guarantee that the System will provide uninterrupted and error free service. RCG does not make any warranties or guarantees, express or implied, with respect to the System or its content, including without limitation, warranties of merchantability or fitness for a particular purpose. RCG shall not be liable to Customer for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by Customer's use of, or reliance on the System or its content. In no event will RCG be liable to Customer or any third party for any punitive, consequential, special, or similar damages even if advised of the possibility of such damage. In some jurisdictions, the liability of RCG shall be limited in accordance with this Agreement to the extent permitted by law. RCG reserves the right to suspend service and deny access to the System without prior notice during scheduled System maintenance or upgrading.

Customer acknowledges that all orders placed through the System are at Customer's sole risk. Customer further acknowledges that RCG may set minimum equity requirements and /or limits as to the maximum number of allowable contracts or amounts of Currency for such orders. Acceptance of an order for placement does not constitute an agreement or representation by RCG that there is sufficient margin in Customer's account to support the resulting position. Customer hereby acknowledges Customer's responsibility to keep apprised of current margin requirements in connection with all Currency Forex activities, agrees to post all required margin for trades ordered by Customer, and agrees to be liable for the losses incurred on all trades ordered by Customer, regardless of whether there is sufficient margin posted when the trade is ordered. RCG may refuse to accept any order transmitted or attempted to be transmitted through the System for any reason, including Customer's failure to post adequate margin. RCG is not responsible for any delay or failure to provide the System, or for any failure or inability to execute any order in the event that there is a restriction on Customer's account or that Customer fails to make a margin deposit. RCG reserves the right to report acceptance, rejection, and execution of

Customer's orders by available display electronically or by email and/or telephone, as determined in the sole discretion of RCG.

The information provided by the Information Providers is the property of the Information Providers or others and may be protected by copyright. Customer agrees not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without express written consent of RCG and the relevant Information Provider(s); and not to use the Information for any unlawful purpose.

Upon approval of Customer's access to the System, RCG may provide Customer with one or more individual password(s) and user identification(s) and/or an access card, key or other physical device ("Access Materials"). The Access Materials will enable Customer to access the System and transmit "buy" and "sell" orders through the System. Customer shall maintain the confidentiality, and prevent the unauthorized use of, the Access Materials at all times. Customer accepts full responsibility for the use and protection of the Access Materials, which includes, but is not limited to, all orders entered using the Access Materials. Customer accepts full responsibility for monitoring Customer's Account. Should Customer become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of Customer's Access Materials, Customer shall notify RCG immediately. Customer will not access, or attempt to access the System using the Access Materials of any other person. Any and all materials RCG provides to Customers in connection with the System are the property of RCG and are intended for Customer's sole or individual use. Customer shall not permit access to the System to others and agrees not to copy any such materials for resale to others. Customer further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that Customer prints or downloads from the System. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement or title.

Customer agrees that use of the System is at Customer's own risk. Customer shall be responsible for providing and maintaining the means by which to access the System, which may include without limitation a personal computer, modem and telephone or high speed or other access line. Customer shall be responsible for all access and service fees necessary to connect to the System and is responsible for all charges incurred in accessing the System. Customer further assumes all risks associated with the use and storage of information on Customer's personal computer or similar device.

RCG reserves the right to terminate Customer's access to the System in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of Customer's Access Materials or breach of this Agreement.

All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose regarding the information or any aspect of the System (including but not limited to information access and order execution) are excluded to the extent permitted by law.

7. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES. 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 RCG; (d) insufficient margin, or RCG's determination, in its sole discretion, that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide RCG any information requested under this Agreement; or (f) any other circumstances or developments that RCG deems appropriate for its protection, and in RCG's sole discretion, RCG may take one or more, or any portion of, the following actions: (1) satisfy any obligation Customer may have to RCG, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in its custody or control; (2) sell any or purchase any or all Currency Forex contracts, positions, securities or other property held or carried for Customer; and (3) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, successors or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidation of Customer's long or short positions, RCG may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in RCG's sole judgment may be advisable to protect or reduce existing positions in Customer's account. Any sales or purchases hereunder may be made according to RCG's judgment and at its discretion with any interbank or other market where such business is then usually transacted or at a public auction or private sale, and RCG may purchase the whole or any part thereof free from any right of redemption. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by RCG, and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by RCG or by Customer. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to RCG, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities together with interest thereon equal to three (3) percentage points above the then prevailing "prime rate" at RCG's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event RCG incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

8. **CHARGES.** Customer shall pay such brokerage, commission, transaction and special service charges as RCG may from time to time charge and all other charges (including, without limitation, mark-ups and mark-downs, statement charges, idle account charges, order cancellation charges, rollover costs, currency conversion costs, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, counterparty institution, contract market, clearing organization or other regulatory or self-regulatory organization) arising out of RCG's providing services hereunder. RCG may change its commissions, charges, and/or fees without notice. Customer shall be liable to RCG for interest on amounts due from Customer to RCG at an interest rate equal to three (3) percentage points above the then prevailing "prime rate" at RCG's principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Customer as they are incurred, or as RCG, in its sole and absolute discretion, may determine. Customer hereby authorizes RCG to withdraw the amount of any such charges from Customer's account(s). Customer agrees to pay a transfer fee, to be designated by, RCG, if Customer instructs RCG to transfer open positions, monies, and/or property of Customer's account to another firm or institution.

9. **STATEMENTS AND CONFIRMATIONS.** Reports of the confirmation of orders and statements of accounts for Customer are made available displayed electronically through the System and shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately after they become accessible by Customer, or immediately upon receipt if sent by e-mail, fax or mail and confirmed in writing within three (3) days after such transmittal or availability to Customer electronically, by mail or otherwise. Margin calls shall be conclusive and binding unless objected to immediately by telephone, e-mail, fax or by wire. Written objections on Customer's part shall be directed to RCG's Compliance Department at 216 West Jackson Boulevard, Chicago, Illinois, 60606 U.S.A. and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by RCG or RCG's agents prior to Customer's receipt of said reports. Customer's failure to receive or to electronically access a trade confirmation or statement shall not relieve Customer of the obligation to object as set forth herein.

10. **COMMUNICATIONS.** Reports, statements, notices and any other communications will be made available by display electronically, or, at the Customer's request and if available on the Information Provider's System, may be transmitted electronically via e-mail or sent to the mailing address listed in the application, via U.S. mail or to such other address as Customer may from time to time designate in writing to RCG. All communications so made available or sent, whether by mail, display electronically, telegraph, messenger, e-mail, fax or otherwise, shall be deemed transmitted by RCG when deposited in the United States mail, or when received by a transmitting agent or posted in the System and thus available for Customer electronic access, or when e-mailed or faxed, and will also be deemed delivered to Customer personally, whether actually received or accessed by Customer or not.

11. **LIMIT ON RCG'S RESPONSIBILITIES.** RCG will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause, beyond RCG's control or anticipation.

12. **CURRENCY FLUCTUATION OR EXCHANGE RATE RISK.** If Customer directs RCG to enter into any Currency Forex contract: (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 U.S. dollars or other currency as RCG may instruct, in such amounts as RCG may in its sole discretion require; and (c) RCG is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by RCG in its sole discretion on the basis of then prevailing money market rates.

13. **RISK ACKNOWLEDGMENT.** Customer acknowledges that investment and trading in leveraged and non-leveraged Currency Forex are speculative, involve a high degree of risk and are appropriate only for those who can assume risk of loss in excess of their margin deposits. Customer understands that because of the low margin normally required in Currency Forex trading, value changes in Currency Forex may result in significant losses, which losses may substantially exceed Customer's investment and margin deposits. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of Currency Forex trading, and in consideration of RCG's carrying its, his/her account(s), Customer agrees not to hold RCG responsible for losses incurred through following RCG's trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible of performance in Currency Forex trading. Customer acknowledges that Customer has received no such guarantees from RCG or from any of its representatives or any introducing agent or other entity with whom Customer is conducting its, his/her Currency Forex account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

14. **TRADING RECOMMENDATIONS.** (a) Customer acknowledges that (i) any market recommendations and information communicated to Customer by RCG do not constitute an offer to sell or the solicitation of an offer to buy or sell any currency or Currency Forex; (ii) any such recommendation and information, may be based solely, on a broker's opinion or individual judgment, and that such information may be incomplete and may be unverified; and (iii) RCG 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 acknowledges that RCG and/or its members, managers, affiliates, associates or representatives may have a position(s) in or may intend to buy or sell Currency Forex, which may be the subject of market recommendations furnished to Customer, and that the market positions of RCG or any

such member, manager, affiliate, associate or representative may not be consistent with the positions of, or recommendations furnished by RCG to, Customer. Customer acknowledges that RCG makes no representations concerning the tax implications or treatment of transactions; and, (b) Customer further acknowledges that should Customer grant trading authority or control over Customer's account to a third-party ("Agent"), whether on a discretionary or non-discretionary basis, RCG shall in no way be responsible for reviewing Customer's choice of such Agent nor making any recommendations with respect thereto. Customer understands that RCG makes no warranties nor representations concerning the Agent, that RCG shall not be responsible for any loss to Customer occasioned by the actions of the Agent, and that RCG does not, by implication or otherwise, endorse or approve of the operating methods of any Agent. If Customer gives Agent authority to exercise any of its rights over its accounts, Customer understands that Customer does so at Customer's own risk.

15. **CUSTOMER REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants that: (a) if an individual, Customer is of sound mind, legal age and legal competence; (b) no person other than Customer has or will have an interest in Customer's account(s); (c) regardless of any subsequent determination to the contrary Customer is suitable to trade Currency Forex (d) Customer is not now an employee of any exchange, any clearing organization, any corporation in which any exchange or clearing organization owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any securities firm, futures firm, bank, trust, or insurance company and in the event that Customer becomes so employed, Customer will promptly notify RCG at its home office in writing of such employment; and (e) all the information provided in the information portions of the documents submitted to RCG or related to this Agreement is true, correct and complete as of the date hereof, and Customer will notify RCG promptly of any changes in such information.

16. **DISCLOSURE OF FINANCIAL INFORMATION.** The Customer represents and warrants that its financial information disclosed to RCG is an accurate representation of the Customer's current financial condition. The Customer represents and warrants that in determining the value of assets, the Customer included cash and/or cash equivalents, U.S. Government and marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable assets at values in accordance with GAAP. The Customer represents and warrants that in determining the value of liabilities and liquid assets, the Customer followed GAAP. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be Risk Capital, the Customer recognizes that Risk Capital is the amount of money the Customer is willing to put at risk and if lost would not, in any way, change the Customer's life style. The Customer agrees to immediately inform RCG if the Customer's financial condition changes in such a way to reduce the Customer's Net Worth, Liquid Assets and/or Risk Capital.

17. **NO GUARANTEES.** Customer acknowledges that Customer has no separate agreement with Customer's broker, if any, or any RCG employee or agent regarding the trading in Currency Forex, including any agreement to guarantee profits or limit losses in Customer's account. Customer understands that Customer is under an obligation to notify RCG's Compliance Department immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's account which differ from any statements Customer receives from RCG must be brought to the attention of RCG's Compliance Department immediately, in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party in writing and provided the same to RCG, and any disputed transactions must be brought to the attention of the RCG's Compliance Department immediately, in writing. Customer agrees to indemnify and hold RCG harmless from all damages or liability resulting from Customer's failure to immediately notify RCG's Compliance Department of any of the occurrences referred to herein. All notices required under this section shall be sent to RCG at its address appearing on confirmations and account statements.

18. **CREDIT.** Customer authorizes RCG or its agents to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as RCG shall deem appropriate to verify information regarding Customer. Customer further authorizes RCG to investigate Customer's current and past investment and trading activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, compliance data centers and regulatory and self-regulatory organizations as RCG shall deem appropriate. Upon reasonable request made in writing by Customer to RCG, Customer shall be allowed to review any records maintained by RCG relating to Customer's credit standing, and Customer also shall be allowed, at Customer's sole cost and expense, to copy such records.

19. **JOINT ACCOUNTS.** With respect to joint accounts, each tenant has authority: (a) to trade for the account subject to this Agreement; (b) to receive all correspondence and documents in respect to the account; (c) to deposit, receive or withdraw money; (d) to execute additional agreements relating to the account; (e) deal with RCG fully. RCG has the authority to require joint action by the parties to the account in matters in connection therewith. If a death or dissolution occurs to one or more of the tenants, RCG shall be notified in writing. All expenses charged due to the date of notification shall be charged to the account. Unless the Joint Account Allocation Rider is completed and attached, then each tenant is presumed to have an equal share.

20. **NO WAIVER OR AMENDMENT.** No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of RCG. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by RCG or its agents to assert its right under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the

contrary shall be recognized or enforceable. This document and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

**21. ERRORS IN PRICE.** It is possible that errors may occur in the prices quoted in Currency Forex transactions or proposed transactions. In such circumstances, without prejudice to any rights it may have under the law, RCG shall not be bound by any trade or transaction which purports to have been made (whether or not confirmed by RCG) at a price which (i) RCG is able to substantiate to Customer was manifestly incorrect at the time of the trade or transaction, or (ii) was, or ought reasonably to have been, known by Customer to be incorrect at the time of the trade or transaction.

**22. GOVERNING LAW AND JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in all respects by the laws of the State of Illinois, without regard to its principles of conflicts of laws. Customer hereby voluntarily consents and submits to the jurisdiction and venue of any court of competent jurisdiction, whether action is initiated by Customer or RCG, sitting in the City of Chicago, County of Cook, State of Illinois, with respect hereto.

**23. BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all Currency Forex accounts of Customer at any time opened or reopened with RCG, irrespective of any change or changes at any time in the personnel of RCG or its successors, assigns, or affiliates. This Agreement, including all attachments and authorizations, shall inure to the benefit of RCG and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with RCG effected prior to the date of this Agreement and agrees that the rights and obligations of Customer in thereto shall be governed by the terms of this Agreement.

**24. TERMINATION.** This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open Currency Forex position and no liabilities held by or owed to RCG, upon the actual receipt by RCG at its main office of written notice of termination, or at any time whatsoever by RCG upon the transmittal of written notice of termination to Customer; provided that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set forth in this Agreement nor shall it relieve Customer of any obligations arising out of any debit or deficit balance.

**25. INDEMNIFICATION.** Customer hereby agrees to indemnify and hold RCG, its partners, affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by RCG arising out of Customer's failure to fully and timely perform Customer's agreements herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to RCG all damages, costs and expenses, including attorney's fees, incurred by RCG in the enforcement of any of the provisions of this Agreement and any other agreements between RCG and Customer.

**26. CROSS- AND PRINCIPAL-TRADE CONSENT.** Customer hereby acknowledges and agrees that a situation may arise whereby RCG or an officer, director, member, partner, affiliate, associate, employee, bank, bank employee or dealer, associated with RCG, may be the opposing broker for a trade entered for Customer's account. Customer further hereby acknowledges and agrees that RCG may act as principal and be counterparty for a trade entered for Customer's account wherein a mark up or mark down may be charged to Customer. Customer hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the rules or regulations of any bank, institution, exchange, interbank market, contract market or counterparty upon or through which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Commodity Futures Trading Commission, National Futures Association, United States Federal Reserve Board, Financial Services Authority or other regulatory agency.

**27. TERMS AND HEADINGS.** The term "RCG" shall be deemed to include RCG, its divisions, its affiliated entities, its successors and assigns; the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

**28. ACCEPTANCE.** This Agreement shall not be deemed to be accepted by RCG or become a binding contract between Customer and RCG until approved at RCG's main office by its authorized representative in Chicago, Illinois, U.S.A.

**29. RECORDINGS.** Customer agrees and acknowledges that all conversations, oral or electronic, regarding Customer's accounts between Customer and RCG's personnel may be electronically recorded with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or RCG. Customer



understands that RCG destroys such recordings at regular intervals in accordance with RCG's established business procedures and Customer hereby consents to such destruction.

30. **MODIFICATIONS TO AGREEMENT.** RCG reserves the right to change and/or modify any and all terms of this Agreement upon notice to Customer provided in accordance with the terms of this Agreement. Customer's failure to object, in writing, within (3) business days of delivery of such Notice of Modification shall be deemed Customer's full acceptance of the modifications set forth in the Notice of Modification.

31. **ACKNOWLEDGEMENT.** The undersigned acknowledges having received, read and understood the foregoing Customer Agreement and attachments and confirms the voluntary execution hereof.

32. **LENDING AGREEMENT.** By signing this Agreement, Customer authorizes RCG and its affiliates to use the Currency Forex, or the ownership thereof, as collateral for a loan, the proceeds of which are used to pay for the Currency Forex until rollover of the Currency Forex or commodity to a new settlement date and/or payment in full by Customer. This authorization shall apply to all accounts carried by RCG and affiliates for Customer. This shall remain in effect until the account is closed and all financial responsibilities are completed. See paragraph 5 of this Agreement for additional information about this Lending Agreement.

The signing of this document acknowledges that Customer has read and understands the disclosure information in Booklet A, understands the term of the Lending Agreement set forth in paragraph 32, and authorizes trading in cash currencies (including financial instruments), gold and silver bullion and forward or leverage or option contracts and any similar instruments (collectively referred to as "Currency Forex") as described in this Agreement. Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer is willing and able to assume the substantial financial risks of Currency Forex trading.

**BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, THAT I/WE INTEND TO RELY UPON IT AND THAT I/WE INTEND TO BOUND THEREBY.**

Customer Signature: X

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: X

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Arbitration Agreement

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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 ROSENTHAL COLLINS GROUP, L.L.C. ("RCG") 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 RCG 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 RCG. (See 17CFR 180.1-180.5)

Name of Corporation \_\_\_\_\_

X \_\_\_\_\_  
President

X \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Futures Account Transfer Authorization**

TO:      CURRENT BROKERAGE HOUSE:      Account # \_\_\_\_\_  
\_\_\_\_\_  
Account Name \_\_\_\_\_  
\_\_\_\_\_  
Clearing Firm \_\_\_\_\_  
\_\_\_\_\_

Ladies and Gentlemen:

We have this day given Rosenthal Collins Group, L.L.C. ("RCG") this form and our permission for them to present it to you at their discretion. In accordance with the Commodity Exchange Act, we hereby demand that upon presentation to you by RCG, you do the following:

Immediately confirm our account balance, and any and all open futures and option positions; margins or securities to RCG and, upon RCG's acceptance and further instructions, immediately transfer our account balance, and any and all open futures and option positions, margins or securities to:

Rosenthal Collins Group, L.L.C.  
Attention: Back Office Manager  
216 West Jackson Boulevard - Suite 400  
Chicago, Illinois 60606

You are further authorized and directed to deliver to RCG, at the above address, photocopies of our Account Agreement, including, but not limited to, all Risk Disclosures signed by us which are currently in your possession.

Very truly yours,

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**PLEASE ATTACH A COPY OF A CURRENT ACCOUNT STATEMENT**