

ROSENTHAL COLLINS GROUP

ELECTRONIC TRADING AGREEMENT AND RISK DISCLOSURE STATEMENT

This Agreement is between _____ (“Customer”) and Rosenthal Collins Group, LLC, its subsidiaries, affiliates and introducing broker(s) (“RCG”) with respect to the electronic or other trading account (the “Account”) opened on behalf of Customer. This Agreement shall govern all of the aspects of the Account detailed below:

1. Customer acknowledges that this Agreement is an addendum to the RCG Commodity Customer Agreement and applies to those trades entered into by Customer through the use of any electronic order entry system provided or supported by RCG, including but not limited to any RCG proprietary electronic order entry system (collectively, the “System”) through the Internet or otherwise. Customer further acknowledges that this Agreement also applies to those trades entered for a “voice”, or non-electronic order entry, Account when in the sole discretion of RCG electronic order entry is necessary to properly enter the order for any reason, including but not limited to inability to transmit the order by “voice”. This Agreement must be executed and manually received by RCG prior to Customer’s commencement of any trading for the Account.
2. With respect to electronic trading Accounts, RCG or the third party provider will assign the Customer a unique confidential user identification name (“User ID”) and password (“Password”) which must be used solely by Customer in order to access RCG through the System. Customer agrees that the User ID and Password may not be disclosed to, or used by, any other person or party, for any purpose whatsoever. Customer hereby agrees that all orders placed through and instructions given to RCG are Customer’s sole responsibility. Customer will save, defend, indemnify and otherwise hold RCG harmless of, from and against any and all liability, costs or damages of any kind arising by virtue of any unauthorized use of Customer’s User ID or Password. Customer will notify RCG immediately if Customer becomes aware of any loss, theft or unauthorized use of Customer’s User ID or Password. Customer agrees to immediately notify RCG in the event of any third party use of the User ID or Password.
3. All orders that Customer initiates, irrespective of mode of order entry, are Customer’s responsibility and are done at Customer’s sole risk. If the Account is not updated to note, or if Customer does not receive affirmative notification that the order has been either accepted or rejected for placement, it is the Customer’s responsibility to notify RCG immediately by calling the Customer’s Account Executive.
4. It is Customer’s duty, and not RCG’s, to monitor the System trading screen while open orders and positions are pending. RCG is not responsible for delays or errors. Whether electronic or “voice”, it is Customer’s obligation, and not RCG’s, to monitor the Account’s status and the status of any open orders or positions in the Account and to take appropriate action to minimize loss or maximize gain.
5. RCG reserves the right to report acceptance, rejection or execution of Customer’s orders by updating Customer’s Account, electronically or otherwise, by e-mail and/or by telephone, as determined in the sole discretion of RCG.

6. Customer shall be responsible for monitoring all of Customer's orders until execution is confirmed or cancellation is acknowledged by RCG by updating the Account electronically, in writing or by telephone and/or e-mail. Customer must cause any email notification to be printed and must retain a hard copy of said notification. RCG is not responsible for any loss due to Customer's failure to cancel, replace or cover a trade prior to the updating of Customer's Account or receipt of RCG's written, telephone and/or e-mailed confirmation or cancellation.
7. RCG, in its sole discretion, may establish limits on the maximum number of contracts per order, the maximum number of contracts per position, and/or any other type of trading limit based upon:
 - (a) Government or exchange imposed position limits;
 - (b) Exchange margin requirements;
 - (c) Position limits imposed by RCG in its sole discretion;
 - (d) Margin requirements imposed by RCG in its sole discretion; or
 - (e) Any other criterion as RCG may see fit.

Any orders that may cause the Customer's Account to exceed the limits set by RCG will be rejected by the System.

8. Notwithstanding the foregoing, 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 trading activities; to post all required margin for trades ordered by Customer, and, that Customer remains liable for the losses incurred on all Customer's trades, regardless of whether there is sufficient margin posted at the time the trade is ordered.
9. As with any electronic system it is possible that service could be interrupted. In that event, depending on the type of failure, it may not be possible to access the System to enter new orders, and/or modify or cancel orders previously entered.
10. RCG shall not be liable for any loss resulting from System failure, breakdown of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, unauthorized access to Customer's User ID or Password, Customer's operating errors or any other condition over which RCG does not otherwise control.
11. Unless RCG expressly agrees otherwise, the System cannot be used for EFP transactions and is limited to products traded during regular trading hours and electronic sessions only, as listed with respect to the platform utilized.
12. Customer acknowledges that the accuracy, completeness, timeliness and correct sequencing of the real-time information concerning Customer's trading and Account activity, quotes and market information (the "Information") are not guaranteed by RCG. Customer agrees that RCG shall not 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 for any interruption of any data or Information. Customer agrees not to reproduce, retransmit, disseminate, sell or distribute the Information without the express written consent of RCG.

13. RCG reserves the right to terminate Customer's access to electronic trading at RCG's sole discretion, for any reason whatsoever, including, but not limited to, the unauthorized use of Customer's User ID or Password and/or the breach of this Agreement.
14. EXCEPT AS PROVIDED IN THE RULES OF THE VARIOUS EXCHANGES, AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS UNDER SUCH RULES, NEITHER RCG, ANY THIRD PARTY PROVIDER OF THE SYSTEM NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PERSONS, INCLUDING BUT NOT LIMITED TO CUSTOMER, FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (1) ANY FAILURE OR MALFUNCTION, INCLUDING BUT NOT LIMITED TO, ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE SYSTEM OR SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM, IRRESPECTIVE OF WHETHER THE SUBJECT ORDER(S), ARE ORIGINALLY INITIATED BY "VOICE" OR ELECTRONICALLY, OR (2) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, REPAIR, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE SYSTEM OR ANY SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.
15. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY RCG (INCLUDING ITS SUBSIDIARIES, AFFILIATES AND INTRODUCING BROKERS) OR ANY THIRD PARTY PROVIDER OF THE SYSTEM RELATING TO ORDER ENTRY, THE SYSTEM, THE INFORMATION, THE TRADING SOFTWARE OR ANY RCG SERVICE OR FACILITY USED TO SUPPORT THE SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTIES OF NO INTELLECTUAL PROPERTY INFRINGEMENT.
16. ANY DISPUTE ARISING OUT OF THE USE OF THE SYSTEM, RCG'S SERVICES OR RCG'S FACILITIES USED TO SUPPORT THE SYSTEM IN WHICH RCG, ITS SUBSIDIARIES OR AFFILIATES OR ANY RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS OR EMPLOYEES IS MADE A PARTY, SHALL BE SUBJECT TO AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE

PARTIES DESCRIBED IN THIS SECTION MUST BE BROUGHT WITHIN TWOYEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED.

17. NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS AGREEMENT SHALL IN NO WAY LIMIT THE APPLICABILITY OF ANY PROVISION OF THE COMMODITY EXCHANGE ACT OR THE CFTC'S REGULATIONS OR THE RULES AND REGULATIONS OF ANY EXCHANGE.
18. **Acknowledgment of Risks:** Customer acknowledges that trading in futures and options on futures is a highly speculative activity involving high leverage and volatile markets. Despite these risks, Customer assumes the financial and other known risks involved in these investment or trading vehicles. Customer understands that on certain specific trading dates, trading in options or futures may cease or expire and that when they are traded outside the United States, trading days and hours may not coincide with domestic trading days or hours and that these factors may result in financial disadvantage to the Customer. Customer also understands, acknowledges and agrees that in order to provide timely and appropriate order entry services in markets where both open outcry and electronic trading are available, RCG, in its sole discretion, may choose the order entry method it deems best under the circumstances, without prior approval from Customer. Customer freely assumes these risks and holds RCG, its employees, agents, officers and owners harmless against any such loss resulting from these risks.
19. The purpose of this Electronic Trading Agreement and Risk Disclosure Statement is to advise market participants of the general features of the System and the principal risk factors related to the use of the System, either directly or as alternative order entry method, as detailed herein. This brief Statement, however, cannot describe all aspects of the System nor can it identify all of the potential risk factors. Market users should review the full set of Risk Disclosures in their Commodity Customer Agreements and contact their brokers for any further information which may be needed in order to evaluate the possible uses of, and the risks associated with, the System. To the extent necessary to effectuate the provisions hereof, any third party provider of the System to which Customer may subscribe hereunder shall be a third party beneficiary of this Agreement.

BEFORE CUSTOMER MAY COMMENCE TRADING IN THE ACCOUNT, THIS DOCUMENT MUST BE PRINTED IN HARD FORM AND MANUALLY EXECUTED AND MAILED OR FAXED TO RCG AT THE FOLLOWING:

Fax Number: + (312) 795-7948
Address:
Rosenthal Collins Group, LLC
Attn: Compliance Department
216 West Jackson Blvd., Suite 400
Chicago, IL 60606 USA

I hereby acknowledge and adopt the foregoing Agreement and all disclosure contained therein.

Account Number: _____

Name (Print): _____

Signature: _____

Joint Signature (If applicable): _____

Date: _____