



Account Application

1. Account Type

<input type="checkbox"/> Individual / Sole Proprietorship <input type="checkbox"/> Joint Tenants (JTWROS) <input type="checkbox"/> Corporate* <input type="checkbox"/> Partnership* <input type="checkbox"/> LLC* <input type="checkbox"/> Trust* <input type="checkbox"/> Foreign*	
<small>*Please note additional documentation is required.</small>	
Trading Objective:	<input type="checkbox"/> Hedging <input type="checkbox"/> Speculating
Service Level:	<input type="checkbox"/> Hedge <input type="checkbox"/> Full Service <input type="checkbox"/> Self Directed <input type="checkbox"/> Online Professional
AP or Broker's Name:	_____

2. Account Title

Joint Account (with rights of survivorship)

Name or Entity			Name or Entity		
Street Address (Required)		PO Box	Street Address (Required)		PO Box
City	State	Zip	City	State	Zip
Primary Telephone		Secondary Telephone		Secondary Telephone	
By providing your email address, Customer elects electronic delivery of statements and notices		Email Address:		By providing your email address, Customer elects electronic delivery of statements and notices	
Social Security No. or TIN		Date of Birth or Formation of Entity / /		Social Security No. or TIN	
Citizenship	<input type="checkbox"/> U.S.	<input type="checkbox"/> Non U.S. Citizen, indicate country of citizenship:		Citizenship	<input type="checkbox"/> U.S.
					<input type="checkbox"/> Non U.S. Citizen, indicate country of citizenship:

3. Occupation or Industry

Name of Employer		Title or Industry		Name of Employer		Title or Industry	
Employer Address				Employer Address			
City	State	Zip		City	State	Zip	
Business Phone				Business Phone			
Annual Income (in US\$)				Annual Income (in US\$)			
<input type="checkbox"/> Less than \$25,000 Specify: _____		<input type="checkbox"/> \$50,000 – \$99,999		<input type="checkbox"/> Less than \$25,000 Specify: _____		<input type="checkbox"/> \$50,000 – \$99,999	
<input type="checkbox"/> \$25,000 - \$49,999		<input type="checkbox"/> \$100,000 plus		<input type="checkbox"/> \$25,000 - \$49,999		<input type="checkbox"/> \$100,000 plus	

4. Investment Experience

Have you ever traded securities? <input type="checkbox"/> No <input type="checkbox"/> Yes, Number of years: _____		Have you ever traded securities? <input type="checkbox"/> No <input type="checkbox"/> Yes, Number of years: _____	
Have you ever traded commodity futures or options? <input type="checkbox"/> No <input type="checkbox"/> Yes, Number of years: _____		Have you ever traded commodity futures or options? <input type="checkbox"/> No <input type="checkbox"/> Yes, Number of years: _____	
List all firms: _____		List all firms: _____	
Open / Closed		Open / Closed	
Open / Closed		Open / Closed	
Open / Closed		Open / Closed	
Bank Reference (include city)		Bank Reference (include city)	
Officer	Account Number	Officer	Account Number
Net Worth (excluding equity in home in US\$)		Net Worth (excluding equity in home in US\$)	
<input type="checkbox"/> Less than \$50,000 Specify: _____		<input type="checkbox"/> Less than \$50,000 Specify: _____	
<input type="checkbox"/> \$50,000 -- \$99,999		<input type="checkbox"/> \$50,000 -- \$99,999	
<input type="checkbox"/> \$100,000 -- \$249,999		<input type="checkbox"/> \$100,000 -- \$249,999	
<input type="checkbox"/> \$250,000 -- \$499,999		<input type="checkbox"/> \$250,000 -- \$499,999	
<input type="checkbox"/> \$500,000 -- \$999,999		<input type="checkbox"/> \$500,000 -- \$999,999	
<input type="checkbox"/> \$1,000,000 plus		<input type="checkbox"/> \$1,000,000 plus	

5. History

Will any person other than the Customer of the account have authority to trade this account? If yes, submit the separate forms entitled POWER OF ATTORNEY and DISCRETIONARY ACCOUNT DISCLOSURE ACKNOWLEDGEMENT.	<input type="checkbox"/> No <input type="checkbox"/> Yes	Name: _____ Telephone: _____
Has the Customer or any entity in which the Customer has any interest in whatsoever have/had any other accounts with efutures.com or its affiliates?	<input type="checkbox"/> No <input type="checkbox"/> Yes	List all accounts: _____
Has the Customer ever been registered with the CFTC or a member of NFA?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Status: _____ Sponsor: _____
Is the Customer a member of any commodity exchange?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Name of Exchange: _____ Type of Membership: _____
Has the Customer or any entity in which the Customer has/had any interest in whatsoever declared bankruptcy in the past 10 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Please explain on a separate sheet.
Has the Customer or any entity in which the Customer has/had any interest in whatsoever left a debit balance at a brokerage firm?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Please explain on a separate sheet.
Has the Customer or any entity in which the Customer have/had any interest in whatsoever been a party to any complaint, litigation or arbitration or reparations proceeding brought by or against any brokerage firm?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Please explain on a separate sheet.

6. ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURES

Customer hereby acknowledges that he has received, read and understands the following disclosure statements (provided under separate cover) prescribed by the Commodity Futures Trading Commission (CFTC) by **initialing in the spaces below**.

	<i>Please Initial Both Lines Below</i>	<i>Please Initial Both Lines Below</i>
Risk Disclosure Statement (CFTC Rule 1.55 for futures and options)	_____	_____
Electronic Trading and Order Routing Systems Disclosure Statement	_____	_____
	Customer	Joint Customer

7. VERIFICATION

CUSTOMER CERTIFIES UNDER PENALTIES OF PERJURY THAT:

- The number shown on this Account Application is a correct taxpayer identification number (or, if marked "applied for", Customer is waiting for a number to be issued by the IRS), and
- Customer is not subject to backup withholding because Customer is exempt from backup withholding or has not been notified by the IRS that Customer is subject to backup withholding due to a failure to report all interest or dividends or the IRS has notified Customer that Customer is no longer subject to backup withholding. (CROSS OUT ITEM NUMBER (2) IF YOU ARE SUBJECT TO BACKUP WITHHOLDING); OR

NON-U.S. CITIZENS, if this line _____ is initialed Customer is a NON-U.S. Citizen and NON-U.S. Resident and has not been, and does not plan to be, in the U.S. for more than 183 days during any calendar year and is not engaged, and does not plan to be engaged during the year in a U.S. trade or business that has effectively connected gains from Broker transactions or Customer's country of citizenship has a tax treaty with the U.S. that exempts transactions from U.S. taxes.

THE INFORMATION CONTAINED IN THIS ACCOUNT APPLICATION (PAGES 1 AND 2 OF THIS DOCUMENT) IS TRUE, COMPLETE AND CORRECT AS OF THIS DATE.

CUSTOMER HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND UNDERSTANDS THE FUTURES ACCOUNT AGREEMENT (PAGES 3 AND 4 OF THIS DOCUMENT) THAT WILL GOVERN THIS ACCOUNT. CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, AND REQUESTS A FUTURES ACCOUNT BE OPENED UNDER THE NAME PROVIDED ON PAGE 1 OF THIS DOCUMENT.

<p>X _____ Customer Signature Date</p>	<p>X _____ Joint Customer Signature Date</p>
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For Office Use Only

AP Approval _____	Administrative Approval _____	Management Approval _____
Date _____	Date _____	Date _____

FUTURES ACCOUNT AGREEMENT

In consideration of the Agreement of Knight Capital Americas LLC ("Knight") from time to time doing business as "KCG Futures", "First Capitol Ag", or "efutures.com," (herein collectively "Broker") to act as broker for the signatory on page 2 hereof ("Customer") in the purchase or sale of futures (which term shall include contracts relating to immediate or future delivery of commodities, forward and cash contracts, and options on futures) Customer agrees, in respect to all futures accounts which Customer now has or may at any future time have with Broker, or its successors, including accounts from time to time closed and then reopened, as follows:

1. Authorization

Except as otherwise set forth herein, all transactions shall be subject to the constitution, by-laws, rules, regulations, customs and usages of the exchange or market where executed (and of its clearing house if any) and to any applicable law, including but not limited to the provisions of the Commodity Exchange Act (the "Act"), as amended, and the rules and regulations thereunder. Broker shall have no liability to Customer as a result of any action taken by Broker to comply with the foregoing provision, which is intended solely for the protection and benefit of Broker and any failure by Broker to comply with exchange rules, regulations, customs and usages shall not relieve Customer of any obligations under this Agreement nor be construed to create rights hereunder in favor of Customer.

2. Broker's Lien

To secure any indebtedness or other obligation owed by Customer to Broker, Broker is hereby granted a lien on any and all property in which Customer may have any interest whatsoever at any time held by Broker.

3. Transfers

Without prior notice, Broker may transfer any money or other property interchangeably between any accounts in which Customer may have any interest whatsoever. In the event that at any time Customer has an account in futures which comes under the regulation of the Commodity Futures Trading Commission ("CFTC") and also an account in non-CFTC-regulated futures, Customer hereby authorizes Broker, without prior notice to Customer to transfer from Customer's regulated futures account to its non-regulated account such amount of excess funds as in Broker's judgment may be reasonably required to reduce or avoid any margin deficiency for such other account or the payment of any deficit therein.

4. Margins

Margin deposits are due and must be paid immediately upon entering into a futures position and from time to time as market conditions dictate and Customer agrees to make such deposits immediately on demand. Broker shall have the right to set and revise margin requirements and to limit, without prior notice to Customer, the number of futures which Customer may maintain or acquire through Broker.

5. Customer Obligations

Customer agrees to pay promptly on demand any and all sums due to Broker for monies advanced including any unsecured debit balance, with interest thereon at 1% over the prime rate published in *The Wall Street Journal* (Midwest edition). Customer agrees to pay when due, Broker's charges for commissions at rates established between Broker and Customer and for related fees and charges for other services offered and accepted in connection with Customer's account.

6. Liquidation of Positions

If Customer's account is under-margined or if Broker is otherwise in its sole discretion insecure with respect to Customer's willingness or ability to fulfill his obligations hereunder (which includes but is not limited to the delivery or exercise of futures, Customer's perceived death, disability or insolvency, or Broker's inability to communicate at any time with Customer), Broker may in its sole discretion and without prior notice to Customer offset any of Customer's open futures positions so as to eliminate such margin deficiency or insecurity, and Customer shall remain liable to Broker for any loss or debit balance that results therefrom, without regard to (a) whether Broker has adhered to margin or other rules of any contract market, or (b) any other term of this Agreement.

Without limiting the generality of the foregoing, this right to offset includes the right, if deemed appropriate in the exercise of Broker's sole discretion, to buy and/or sell any related futures or other property, including but not limited to exchange memberships, the use of spreads, straddles and/or off-exchange transactions, such as an exchange-for-physical or other cash transaction, in order to effectuate such liquidation.

7. Notices

Broker shall cause to be transmitted to Customer's email address (provided by Customer on page 1 hereof) notices of availability to view his daily and monthly account statements ("Notice") at a secure website sponsored by Broker's clearing firm. Using such access password as Customer shall select and maintain confidential from others, Customer shall forthwith upon receipt of any such Notice access and review such account statements, and notify Broker by email to KFCustomerService@knight.com of any perceived errors, inaccuracies or other improprieties of any nature in or related to any such statement. Time being of the essence, Customer shall so notify Broker not later than one hour prior to the next day session opening of trading (following transmittal to Customer of the Notice) in the relevant futures contract. The failure to so notify Broker shall constitute Customer's ratification as a matter of law and fact of all of the information shown on such daily statement as complete and accurate in all respects. In the event that Customer does not have Internet access, all confirmations and other account related statements (collectively, "statements") mailed to Customer shall similarly be deemed ratified if not objected to via facsimile transmitted to Broker at 608-348-5986 (Attn: Compliance Dept.) and received by Broker not later than the close of business on the third postal business day following the date stated in the statement.

8. Communication Delays

Broker shall have no liability to Customer for delays in the transmission, clearance or confirmation of Customer's orders due to mechanical or electronic failure or market congestion or illiquidity, or other causes beyond its control, nor shall it be liable for improper execution, clearance, confirmation of Customer's orders or other misconduct by persons who are not employees of Broker. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order which was executed but in error reported as not executed shall be binding. Broker shall have no liability to Customer arising out of (a) Customer's use of or reliance on information provided directly or indirectly through the Broker's website, whether in the nature of quotations or otherwise, (b) futures transactions not cleared through Broker, or (c) Customer's access to or use of third party websites (or other resources) linked to or otherwise incorporated into or referenced at Broker's website.

9. Governing Law

This Agreement is made under and shall be governed by the laws of the State of Illinois in all respects, including construction and performance, but without regard to its conflicts laws. Any dispute between Customer and Broker not resolved through Customer initiated arbitration or reparations shall be litigated in a court located in Chicago, Illinois, to the jurisdiction and venue of which Customer hereby consents. Broker shall be entitled to recover its attorneys fees (which may be sought in the same or a separate proceeding) if it is the prevailing party in any dispute with Customer. Any action by or against Broker must be filed within two years of the act or omission giving rise to the alleged claim.

10. Notification of Recording and Credit Check

Broker is hereby granted permission to record telephone conversations between its representatives and Customer, and to investigate Customer's credit-worthiness.

11. Independent Relationships

Broker shall have no liability to Customer for any act or omission of any third party including but not limited to any executing broker, clearing firm, contract market, clearing house, bank, floor broker or any other person not Broker's employee, in connection with or arising out of any futures-related transaction for Customer's account, nor shall Broker be liable for its selection of any third party clearing firm in the absence of its actual knowledge of the third party clearing firm's inability to perform

that function. Without limiting the foregoing Customer hereby releases Broker from any liability arising from any act or omission, and agrees to indemnify, defend and hold harmless Broker from and against any loss, liability, damage, cost or expense (including reasonable attorneys' and accountants' fees) in connection with or arising from Customer's account except to the extent due to Broker's gross negligence or willful misconduct.

Upon Broker's receipt of notice of the commencement of any action, and if a claim for indemnification is to be made against the Customer under this Section, Broker will promptly notify Customer. The omission to notify Customer will not relieve Customer from any liability that it may have to Broker otherwise than under this Section. In any such action brought against Broker, Customer will be entitled to participate in and, to the extent that it may wish, to assume the defense thereof, subject to the provisions herein stated, with counsel satisfactory to Broker. After notice from Customer of its election to assume the defense thereof, Customer will not be liable to Broker under this Section for any legal or other expense subsequently incurred by Broker in connection with the defense thereof other than reasonable costs of investigation. Broker shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Customer if the Customer has assumed the defense of the action with counsel satisfactory to Broker. Customer may not settle any action without the written consent of Broker unless such settlement completely and finally releases Broker from any and all liability. Except with the prior written consent of Customer, Broker may not confess any claim or make any compromise in any case in which the Customer may be required to indemnify.

If this account is opened through any introducing broker ("IB"), then IB shall share equally with Broker all of Broker's rights conferred hereunder, as if IB were a co-party with Broker to this Agreement.

12. Binding Effect

Except only as to commission rates, this is the entire agreement of the parties governing their relationship, supersedes all prior or contemporaneous agreements between Customer and Broker or any introducing broker, and shall not be amended or otherwise modified except in a writing signed by Customer and a corporate officer of Broker, or if Customer continues to transact business with Broker after receipt of Broker's written notice of proposed amendments to any of the terms hereof. No person has the authority to represent that this Agreement will not be enforced in accordance with its terms or to make any representation inconsistent with the terms of the Risk Disclosure Statement concurrently delivered to Customer. Broker's failure to insist on Customer's strict adherence to the terms hereof shall not act as a waiver of its rights to so insist at any time thereafter, all such rights being cumulative and unconditional in nature. Customer represents and warrants he has made no change to the text of this Agreement.

13. Customer Representations

Customer represents and warrants that Customer is under no legal disability which would prevent him from trading in futures or entering into this Agreement and that all of the information contained in the Account Application is true, complete, and correct as of the date hereof. Customer will promptly notify Broker in writing of any changes in such information or any change in circumstances which would affect the representations and information given to Broker or which would in any way affect Customer's ability to make any transactions contemplated by or render performance under any term of this Agreement. Customer represents that he is 18 years of age or over and that he is not an employee or a member of any exchange (nor of any corporation of which any exchange owns a majority of the capital stock) nor of a firm registered on any exchange, or if he is so employed that a written consent of his employer is attached hereto. Customer will notify Broker in writing to liquidate all open futures positions in and close his account if losses therein approach the extent at which the lifestyle of Customer or any dependent of Customer may become adversely affected.

14. Expiration Procedures

At least two business days prior to the first notice day in the case of long positions in futures, and at least two business days prior to the last

trading day in the case of short positions in futures or long and short positions in options, Customer agrees to either give Broker instructions to liquidate or make or take delivery of futures contracts, or to liquidate, exercise or allow the expiration of such options. Customer will deliver to Broker sufficient funds and/or documents required in connection with exercise or delivery. If such instructions, funds and/or documents are not timely received by Broker, Broker may in its sole discretion liquidate Customer positions.

15. Assignability

Customer's rights and duties hereunder may not be assigned other than with the written consent of a corporate officer of Broker and any purported assignment absent such consent is null and void. Broker may assign this Agreement to another Futures Commission Merchant ("FCM") upon due notice to Customer and otherwise in accordance with applicable regulations of the CFTC.

16. Individual Account

If this is an Individual Account, Customer represents that this is an Individual or Sole Proprietorship Account and no one else has an interest in this account.

17. Joint Account

If this is a Joint Account, each Customer agrees that the liability of each Customer with respect to said account shall be joint and several. Each Customer shall have authority: (1) to give any instructions with respect to the account, including but not limited to instructions with respect to buying or selling of futures and withdrawals of excess funds; (2) to receive any demands, notices, confirmations, reports, statements and other communications of any kind; (3) to sign any other documents related to the opening or maintenance of this account; and (4) generally to deal with Broker in connection herewith as fully and completely as if the other joint tenant or tenants had no interest herein. Broker shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given including withdrawals of funds and shall be under no obligation to see to the application of any funds so delivered.

18. Corporate Account

If this is a Corporate Account, Customer represents and warrants that the Corporation is duly organized and in good standing under the applicable laws of its governance or incorporation and that trading in futures for hedging or speculation is within the powers granted to it. Customer represents that the person entering into this Agreement on behalf of the Corporation has full authority to do so and is concurrently furnishing to Broker a certified resolution as required by Broker.

19. Limited Liability Company Account

If this is a Limited Liability Company Account ("LLC"), Customer represents and warrants that the LLC is duly organized and in good standing under the laws of its state organization and that trading in futures (and options thereon) for hedging or speculation is within the powers granted to it. The signator represents that he has full authority to execute this Agreement on behalf of the LLC and is concurrently furnishing to Broker the attached certified resolution as requested.

20. Partnership Account

If this is a Partnership Account, Customer hereby represents to Broker that he is a general partner in a general or limited partnership known as it has been completed on the Account Application (the "Partnership"). In consideration of Broker opening one or more futures accounts for and in the name of the Partnership, the signatory further represents that as a partner in the Partnership having sufficient interest therein, he has proper authority to sign this Agreement and all related documents on behalf of the Partnership, and for the account and risk of the Partnership, to buy, sell and trade in futures and options thereon of every kind whatsoever, and to borrow money for such purposes in said account in accordance with Broker's terms and conditions. The general partner has reviewed the registration requirements pertinent to commodity pool operators of the CFTC and the National Futures Association in accordance with the requirements of the Act and the regulations of the CFTC and has determined that the general partner is in compliance with such requirements.

21. International Account

If this is an International or Foreign Account, Customer acknowledges concurrent receipt and understanding of The Notice to Foreign Brokers and Foreign Traders. Unless Customer has provided Broker with a copy of Customer's written agency agreement comporting with CFTC regulation 15.05 (D), Customer (whether or not a foreign broker) hereby designates Broker as its agent for the purpose of delivery and service of any communication from or on behalf of the CFTC with respect to any futures transactions which are or have been maintained in Customer's account with Broker. Any such communications shall promptly be transmitted to Customer by Broker. Customer further acknowledges that Customer was not solicited in any way by Broker. If Customer is not a U.S. citizen and resident, he hereby appoints C.T. Corporation System as his agent for service of any civil process relating to this Agreement.

22. Electronic Trading

If Customer elects to trade electronically, then Customer shall at his exclusive cost maintain such equipment as will permit him to access Broker's electronic trading and/or order routing system at which Customer can electronically place orders to buy and sell futures for Customer's account. Access by Customer to such trading shall be secured through a security device "password." Customer shall bear all responsibility and unconditional liability for any unauthorized use or misappropriation of Customer's password, including but not limited to any trading losses resulting therefrom. Under no circumstances shall Broker or any other futures commission merchant or introducing broker with whom Broker has an omnibus or other clearing relationship have any responsibility or liability to Customer in the event that, whether because of electronic or other mechanical failure, system failure or delay, acts of God or terrorism or any other reason, (a) Customer is unable to access or

use the electronic trading and/or order routing system, whether to place an order, receive account related information or otherwise engage in any futures related activities, or (b) any exchange or clearing corporation sustains any mechanical, electrical or other failure, delay, interruption or congestion, whether or not such results in a failure to maintain an orderly market, failure or delay in the execution, clearance or confirmation of futures transactions for Customer's account or otherwise. In order to reduce costs and increase the efficiency in confirming Customer's trades and reporting account data to Customer, if Customer elects to trade electronically Customer consents to delivery of all his confirmations, margin calls, purchase-and-sale and monthly statements (collectively, "statements") by email, instead of hard copy, to the email address provided by Customer. This consent is revocable by Customer, in whole or in part, on written notice from Customer to Broker.

23. Governing Language

Customer acknowledges and agrees that the English language version of this Agreement shall govern in all respects, that any version of this Agreement translated into any other language (the "Translated Document") is provided as a convenience to the Customer, and BROKER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF THE TRANSLATED DOCUMENT.

24. Interpretation

These section headings are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement. As used herein, and in the Account Application, the singular shall include the plural and the masculine shall include the feminine and the neuter. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder shall not be affected thereby.

HEDGE ACCOUNT REPRESENTATION LETTER (to be completed by **HEDGERS** only)

Customer certifies that trades in futures and/or options on futures contracts in his/her account with Knight Capital Americas LLC ("Knight") doing business as efutures.com, are bona fide hedging transactions and the positions maintained are bona fide hedge positions.

Customer further certifies that provided below is a true and accurate list of the cash commodities owned or expected to be owned, or sold or expected to be sold by Customer; and that indicated below are futures therefore eligible as bona fide hedge positions.

CFTC regulations require that all commodity brokers notify their hedge customers of the following:

You have the opportunity to state at this time whether in the unlikely event of this company's bankruptcy you prefer that open contracts held in your hedging account be liquidated by the trustee without seeking your instructions.

I would **NOT** prefer such liquidation

OR

I would prefer such liquidation

X

Customer Signature

Date

X

Joint Customer Signature

Date

ACCOUNT TRANSFER FORM

COMPLETE THIS FORM TO TRANSFER AN EXISTING TRADING ACCOUNT TO EFUTURES.COM.

Customer Information:

Date Sent: _____

Name _____

Telephone _____

To Whom It May Concern:

Please be advised that I hereby direct you to transfer my account balances, margin and open commodity positions indicated below. Accordingly, this letter will serve as a direction for you to close my account(s) with your company and to wire funds (including U.S. Treasury Bills), representing the net available amount in each of my accounts (regulated and non-regulated) as of the market close on this date as follows:

Transferring from:

Delivering Broker

Account Number(s)

City, State

Contact / Phone Number

Transferring to:

Knight Capital Americas LLC
One Insight Drive
PO Box 25
Platteville, WI 53818
608/348-5980 phone
608/348-5986 fax

Harris Trust and Savings Bank
Knight Capital Americas LLC
Account 2730893
ABA # 071 000 288
Swift HATRUS44

For further credit: (Customer Name and Account Number)

For Internal Use Only:

Account Number

X

Customer Signature

Date

X

Joint Customer Signature

Date



Customer Copy
Uniform Futures and Options on Futures Risk Disclosures

Table of Contents

Risk Disclosure Statement for Futures and Options	Page 2
Cross Trade Consent	Page 3
Notice Regarding Average Price System (“APS”)	Page 3
Electronic Trading and Order Routing Systems Disclosure Statement	Page 4
Uniform Notification Regarding Access to Market Data	Page 5
Disclosure Statement on Futures Exchange Ownership Interests and Incentive Programs	Page 6
CME Disclosure Statement for Payment for Order Flow	Page 6
Direct Order Transmittal Client Disclosure Statement	Page 6
Foreign Trader Disclosure Statement	Page 7
Position Limit and Large Open Position Reporting Requirements for Options and Futures Traded on the Hong Kong Exchanges	Page 8
Disclosure for Cleared Swaps Customers	Page 9
A Guide to the Structure and Market Technology of the London Metal Exchange	Page 10
Privacy Policy	Page 13

RISK DISCLOSURE STATEMENT

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

Futures

1. Effect of 'Leverage' or 'Gearing'

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

2. Risk-reducing orders or strategies

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

Options

3. Variable degree of risk

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

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

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

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

Additional risks common to futures and options

4. Terms and conditions of contracts

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

5. Suspension or restriction of trading and pricing and relationships

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

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

6. Deposited cash and property

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

7. Commission and other charges

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

8. Transactions in other jurisdictions

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

9. Currency risks

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

10. Trading facilities

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

11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system, including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-exchange transactions

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

CROSS TRADE CONSENT

Knight Capital Americas LLC, ("Knight") its officers, directors employees, or affiliates or other customers of Knight, or of the servicing floor broker may be from time to time on the opposite side of orders for physicals or for purchase or sale of futures contracts and options contracts placed for your Account in conformity with regulations of the Commodity Futures Trading Commission and the by-laws and regulations of the applicable market (and its clearing organizations, if any) on which such order is executed.

NOTICE REGARDING Average Price System ("APS")

You should be aware that certain US and non-US exchanges, including the CME and CBOT, may now or in the future allow a futures commissions merchant ("FCM") such as Knight to confirm trades executed on such exchanges to some or all of their customers on an average price basis regardless of whether the exchanges have average price systems of their own. Average prices that are not calculated by an exchange system will be calculated by your FCM. In either case trades that are confirmed you at average prices will be designated as such on your daily and monthly statements.

APS enables a clearing firm to confirm to customers an average price when multiple execution prices are received on an order or series of orders for the same accounts. For example, if an order transmitted by an account manager on behalf of several customers is

executed at more than one price, those prices may be averaged and the average may be confirmed to each customer. Customers may choose whether to use APS, and may request that APS be used for discretionary or non-discretionary accounts.

An order subject to APS must be for the same commodity. An APS order may be used for futures, options or combination transactions. An APS order for futures must be for the same commodity and month, and for options, it must be for the same commodity, month, put/call and strike.

An APS indicator will appear on the confirmation and monthly statement for a customer whose positions have been confirmed at an average price. This indicator will notify the customer that the confirmed price represents an average price or rounded average price.

The average price is not the actual execution price. APS will calculate the same price for all customers that participate in the order.

APS may be used when a series of orders are entered for a group of accounts. For example, a bunched APS order (an order that represents more than one customer account) executed at 10:00 a.m. could be averaged with a bunched APS order executed at 12:00 p.m. provided that each of the bunched orders is for the same accounts. In addition, market orders and limit orders may be averaged, as may limit orders at different prices, provided that each order is for the same accounts.

The following scenario exemplifies what occurs if an APS order is only partially executed. At 10:00 a.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 376.00; 50 are executed at 376.00, and the balance is not filled. At 12:00 p.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 375.00; 50 are executed at 375.00, and the balance is not filled. Both orders are part of a series for the same group of accounts. In this example, the two prices will be averaged. If the order was placed for more than one account, the account controller must rely on pre-existing allocation procedures to determine the proportions in which each account will share in the partial fill.

Upon receipt of an execution at multiple prices for an order with an APS indicator, an average will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series. The actual average price or the average price rounded to the next price increment may be confirmed to customers. If a clearing member confirms the rounded average price, the clearing member must round the average price up to the next price increment for a sell order. The rounding process will create a cash residual of the difference between the actual average price and the rounded average price that must be paid to the customer.

APS may produce prices that do not conform to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing member. For example, if the total residual to be paid to a customer on a rounded average price for 10 contracts is \$83.333333, the clearing member may pay \$83.33 to the customer.

If you would like more information on APS orders, please contact Knight Capital Americas LLC Operations Department

ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT¹

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

DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS

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

RISK ASSOCIATED WITH SYSTEM FAILURE

Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute

¹ Each exchange's relevant rules are available upon request from the industry professional with whom you have an account. Some exchanges' relevant rules also are available on the exchange's internet home page.

existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING

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

LIMITATION OF LIABILITY

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

UNIFORM NOTIFICATION REGARDING ACCESS TO MARKET DATA

As a market user you may obtain access to Market Data available through an electronic trading system, software or device that is provided or made available to you by a broker or an affiliate of such. Market Data may include, with respect to products of an exchange ("Exchange") or the products of third party participating exchanges that are traded on or through the Exchange's electronic trading platform ("Participating Exchange"), but is not limited to, "real time" or delayed market prices, opening and closing prices and ranges, high-low prices, settlement prices, estimated and actual volume information, bids or offers and the applicable sizes and numbers of such bids or offers.

You are hereby notified that Market Data constitutes valuable confidential information that is the exclusive proprietary property of the applicable exchange, and is not within the public domain. Such Market Data may only be used for your firm's internal use. You may not, without the written authorization of the applicable exchange, redistribute, sell, license, retransmit or otherwise provide Market Data, internally or externally and in any format by electronic or other means, including, but not limited to the Internet. Further, you may not, without the written authorization of the applicable exchange, use Exchange Market Data for purposes of determining any price, including any settlement price, for any futures product, options on futures product, or other derivatives instrument traded on any exchange other than an Exchange or a Participating Exchange; or in constructing or calculating the value of any index or indexed product. Additionally, you agree you will not, and will not permit any other individual or entity to, (i) use Exchange Market Data in any way so as to compete with an Exchange or to assist or allow a third party to compete with an Exchange; or (ii) use that portion of Exchange Market Data which relates to any product of a Participating Exchange in any way so as to compete with that Participating Exchange or to assist or allow a third party to compete with such Participating Exchange.

You must provide upon request of the broker through which your firm has obtained access to Market Data, or the applicable exchange, information demonstrating your firm's use of the Market Data in accordance with this Notification. Each applicable exchange reserves the right to terminate a market user's access to Market Data for any reason. You also agree that you will cooperate with an exchange and permit an exchange reasonable access to your premises should an exchange wish to conduct an audit or review connected to the distribution of Market Data.

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THE DESIGNATED MARKET DATA, MARKET INFORMATION OR OTHER INFORMATION FURNISHED NOR THAT THE MARKET DATA HAVE BEEN VERIFIED. YOU AGREE THAT THE MARKET DATA AND OTHER INFORMATION PROVIDED IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY.

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY LOSSES, DAMAGES, CLAIMS, PENALTIES, COSTS OR EXPENSES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THE MARKET DATA IN ANY WAY, INCLUDING BUT NOT LIMITED TO ANY DELAY, INACCURACIES, ERRORS OR OMISSIONS IN THE MARKET DATA OR IN THE TRANSMISSION THEREOF OR FOR NONPERFORMANCE, DISCONTINUANCE, TERMINATION OR INTERRUPTION OF SERVICE OR FOR ANY DAMAGES ARISING THEREFROM OR OCCASIONED THEREBY, DUE TO ANY CAUSE WHATSOEVER, WHETHER OR NOT RESULTING FROM NEGLIGENCE ON THEIR PART. IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE, NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY EVENT,

INCLUDING THEIR OWN NEGLIGENCE, BEYOND THE ACTUAL AMOUNT OF LOSS OR DAMAGE, OR THE AMOUNT OF THE MONTHLY FEE PAID BY YOU TO BROKER, WHICHEVER IS LESS. YOU AGREE THAT NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER NOR THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL BE LIABLE TO YOU OR TO ANY OTHER PERSON, FIRM OR CORPORATION WHATSOEVER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR COSTS OF LOST OR DAMAGED DATA.

**DISCLOSURE STATEMENT ON FUTURES EXCHANGE
OWNERSHIP INTERESTS AND INCENTIVE PROGRAMS**

You should be aware that your Futures Commission Merchant (“FCM”) or one or more of its affiliates may own stock of, or has some other form of ownership interest in, one or more U.S. or foreign exchanges and clearing houses that you may trade on or that may clear your trades. As a result, you should be aware that your FCM or its affiliate might receive financial benefits related to its ownership interest when trades are executed on such an exchange or cleared at such a clearing house.

In addition, futures exchanges from time to time have in place other arrangements that may provide members with volume or market making discounts or credits, may call for participating members to pre-pay fees based on volume thresholds or may provide other incentive or arrangements that are intended to encourage market participants to trade on or direct trades to that exchange. Your FCM, or one or more of its affiliates, may participate in and obtain financial benefits from such an incentive program.

You should contact your FCM directly if you would like to know whether it has an ownership interest in a particular exchange or clearing house, or whether it participates in any incentive program on a particular exchange or clearing house. You may also contact any particular futures exchange directly to ask if it has any such incentive program for member firms.

CME DISCLOSURE ON PAYMENT FOR ORDER FLOW

When firms provide execution services to customers, either in conjunction with clearing services or in an execution only capacity, they may, in some circumstances, direct orders to unaffiliated market makers, other executing firms, individual floor brokers or floor brokerage groups for execution. When such unaffiliated parties are used, they may, where permitted, agree to price concessions, volume discounts or refunds, rebates or similar payments in return for receiving such business. Likewise, on occasion, in connection with exchanges that permit pre-execution discussions and “off-floor” transactions such as block trading, exchanges of physicals, swaps or options for futures or equivalent transactions, a counterparty solicited to trade opposite customers of an executing firm may make payments described above and/or pay a commission to the executing firm in connection with that transaction. This could be viewed as an apparent conflict of interest. In order to determine whether transactions executed for your account are subject to the above circumstances, please contact your executing firm account representative.

DIRECT ORDER TRANSMITTAL CLIENT DISCLOSURE STATEMENT

This statement applies to the ability of authorized customers of Knight Capital Americas LLC, (“Knight”) to place orders for foreign futures and options transactions directly with non-US entities (each, an “Executing Firm”) that transactions on behalf of Knight’s customer omnibus accounts.

Please be aware of the following should you be permitted to place the type of orders specified above:

- The orders you place with an Executing Firm are for Knight’s customer omnibus account maintained with a foreign clearing firm. Consequently, Knight may limit or otherwise condition the orders you place with the Executing Firm.
- You should be aware of the relationship of the Executing Firm and Knight. Knight may not be responsible for the acts, omissions, or errors of the Executing Firm, or its representatives, with which you place your orders. In addition, the Executing Firm may not be affiliated with Knight. If you choose to place orders directly with an Executing Firm, you may be doing so at your own risk.
- It is your responsibility to inquire about the applicable laws and regulations that govern the foreign exchanges on which transactions will be executed on your behalf. Any orders placed by you for execution on that exchange will be subject to such rules and regulations, its customs and usages, as well as any local laws that may govern transactions on that exchange. These laws, rules, regulations, customs and usages may offer different or diminished protection from those that govern transactions on US exchanges. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction. United States regulatory authorities may be unable to compel the enforcement of the rules of regulatory authorities or markets in non-US jurisdictions where transactions may be effected.

- It is your responsibility to determine whether the Executing Firm has consented to the jurisdiction of the courts in the United States. In general, neither the Executing Firm nor any individuals associated with the Executing Firm will be registered in any capacity with the Commodity Futures Trading Commission. Similarly, your contacts with the Executing Firm may not be sufficient to subject the Executing Firm to the jurisdiction of courts in the United States in the absence of the Executing Firm's consent. Accordingly, neither the courts of the United States nor the Commission's reparations program will be available as a forum for resolution of any disagreements you may have with the Executing Firm, and your recourse may be limited to actions outside the United States.

Unless you object within five (5) days by giving notice as provided in your customer agreement after receipt of this disclosure, **Knight** will assume your consent to the aforementioned conditions.

FOREIGN TRADER DISCLOSURE STATEMENT

Dear Customer:

In accordance with Rules 15.05 and 21.03 of the Commodity Futures Trading Commission ("CFTC"), 17 C.F.R. §§15.05 and 21.03, we are considered to be your agent for purposes of accepting delivery and service of communications from or on behalf of the CFTC regarding any commodity futures contracts or commodity option contracts which are or have been maintained in your account(s) with us. In the event that you are acting as agent or broker for any other person(s), we are also considered to be their agent, and the agent of any person(s) for whom they may be acting as agent or broker, for purposes of accepting delivery and service of such communications. Service or delivery to us of any communication issued by or on behalf of the CFTC (including any summons, complaint, order, subpoena, special call, request for information, notice, correspondence or other written document) will be considered valid and effective service or delivery upon you or any person for whom you may be acting, directly or indirectly, as agent or broker.

You should be aware that Rule 15.05 also provides that you may designate an agent other than Knight Futures. Any such alternative designation of agency must be evidenced by a written agency agreement which you must furnish to us and which we, in turn, must forward to the CFTC. If you wish to designate an agent other than us, please contact us in writing. You should consult 17 C.F.R. § 15.05 for a more complete explanation of the foregoing.

Upon a determination by the CFTC that information concerning your account(s) with us may be relevant in enabling the CFTC to determine whether the threat of a market manipulation, corner, squeeze, or other market disorder exists, the CFTC may issue a call for specific information from us or from you. In the event that the CFTC directs a call for information to us, we must provide the information requested within the time specified by the CFTC. If the CFTC directs a call for information to you through us as your agent, we must promptly transmit the call to you, and you must provide the information requested within the time specified by the CFTC. If any call by the CFTC for information regarding your account(s) with us is not met, the CFTC has authority to restrict such account(s) to trading for liquidation only. You have the right to a hearing before the CFTC to contest any call for information concerning your account(s) with us, but your request for a hearing will not suspend the CFTC's call for information unless the CFTC modifies or withdraws the call. Please consult 17 C.F.R. §21.03 for a more complete description of the foregoing (including the type of information you may be required to provide).

Certain additional regulations may affect you. Part 17 of the CFTC Regulations, 17 C.F.R. Part 17, requires each futures commission merchant and foreign broker to submit a report to the CFTC with respect to each account carried by such futures commission merchant or foreign broker which contains a reportable futures position. (Specific reportable position levels for all futures contracts traded on U.S. exchanges are established in Rule 15.03.) In addition, Part 18 of the CFTC Regulations, 17 C.F.R. Part 18, requires all traders (including foreign traders) who own or control a reportable futures or options position and who have received a special call from the CFTC to file a Large Trader Reporting Form (Form 103) with the CFTC within one day after the special call upon such trader by the CFTC. Please consult 17 C.F.R. Parts 17 and 18 for more complete information with respect to the foregoing.

Very truly yours,
Knight Capital Americas LLC

NOTICE TO CLIENTS

POSITION LIMIT AND LARGE OPEN POSITION REPORTING REQUIREMENTS FOR OPTIONS AND FUTURES TRADED ON THE HONG KONG EXCHANGES

The Hong Kong regulatory regime imposes position limit and reportable position requirements for stock options and futures contracts traded on the Stock Exchange of Hong Kong and on the Hong Kong Futures Exchange.

These requirements are set out in the Hong Kong Securities and Futures (Contracts Limits and Reportable Positions) Rules (as amended, the “**Rules**”) made by the Securities and Futures Commission (“**SFC**”) under the Securities and Futures Ordinance. The Rules impose monitoring and reporting obligations with regard to large open positions. Where you are holding a reportable position for your client, you must disclose the identity of the client. For the purposes of the Rules, a client is the person who is ultimately responsible for originating instructions you receive for transactions - i.e., the transaction originator.

Further guidance on the Rules and what they require is set out in the SFC’s Guidance Note on Position Limits and Large Open Position Reporting Requirements. Copies of the Rules and Guidance Note can be downloaded from the SFC’s website (www.sfc.hk).

Purpose of the Rules

The purpose of the Rules is to avoid potentially destabilizing market conditions arising from an over-concentration of futures/options positions accumulated by a single person or group of persons acting in concert, and to increase market transparency.

Some of the major requirements of the Rules and Guidance Note are summarised below. However, you should review the Rules and Guidance Note in their entirety, and consult with your legal counsel in order to ensure that you have a full understanding of your obligations in connection with trading in Hong Kong.

Please note that the Rules make you responsible for ensuring that you comply with the Rules. Section 8 of the Rules makes it a criminal offence not to comply (subject to a maximum fine of HK\$100,000 and imprisonment for up to 2 years).

In 2004, the SFC investigated 6 breaches of the Rules, including a breach by a non-Hong Kong fund manager which was referred to the fund manager’s overseas regulator. It should be noted that the SFC has expressly stated that it is not sympathetic to claims by overseas persons that they are not aware of the Hong Kong restrictions, and that a failure to trade within the limits or make reports reflects badly on a firm’s internal control measures (which might itself lead to disciplinary action).

Position Limits

The Rules say that you may not hold or control futures contracts or stock options contracts in excess of the prescribed limit, unless you have obtained the prior authorization of the Hong Kong regulators. For example, the prescribed limit for Hang Seng Index futures and options contracts and Mini-Hang Seng Index futures and options contracts is 10,000 long or short position delta limit for all contract months combined, provided the position delta for the Mini-Hang Seng Index futures contracts or Mini-Hang Seng Index options contracts shall not at any time exceed 2,000 long or short for all contract months combined. For many futures contracts and stock options contracts, the position limit is set at 5,000 contracts for any one contract/expiry month.

The prescribed limit for each contract traded on the Hong Kong exchanges is set out in the Rules.

Reportable Positions

If you hold or control an open position in futures contracts or stock options contracts in excess of the specified level, the Rules require you to report that position in writing to the relevant Hong Kong exchange (i) within one day (ignoring Hong Kong public holidays and Saturdays) of first holding or controlling that position, and (ii) on each succeeding day on which you continue to hold or control that position.

The specified reporting level for each contract traded on the Hong Kong exchanges is set out in the Rules. The report must state:

- a) the number of contracts held or controlled in respect of the position in each relevant contract month; and
- b) if the position is held or controlled for a client, the identity of the client, and the number of contracts held or controlled for such person in respect of the reportable position in each relevant contract month.

Scope of the Rules

You should note:

- The prescribed limits and reportable position requirements apply to all positions held or controlled by any person, including positions in any account(s) that such person controls, whether directly or indirectly. The SFC takes the view that a person is regarded as having control of positions if, for example, the person is allowed to exercise discretion to trade or dispose of the

positions independently without the day-to-day direction of the owner of the positions. (Section 4 of the Rules and Para. 2.6 of the Guidance Note)

- If a person holds or controls positions in accounts at more than one intermediary, the Rules require him to aggregate the positions for the purposes of applying the prescribed limits and reportable position requirements. (Para. 6.1 of the Guidance Note)
- The person holding or controlling a reportable position in accounts at more than one intermediary has the sole responsibility to notify the relevant exchange of the reportable position. The person may request its intermediary to submit the notice of the reportable position. If a firm agrees to submit the notice on his behalf, the person should provide to the firm its total positions held at other intermediaries so that the firm can submit the notice of the reportable position. Alternatively, the person should ask all of his intermediaries to report the positions in each of the accounts separately to the exchange, even if the positions in the individual accounts do not reach the reportable level. (Paras. 4.6 and 6.2 of the Guidance Note)
- Where you are holding a reportable position for your client, the Rules say that you must disclose the identity of the client. The SFC's view is that, for the purposes of the Rules, a client is the person who is ultimately responsible for originating the transaction instructions - i.e., the transaction originator. (Para. 6.4 of the Guidance Note)
- The Rules apply separately to the positions held by each of the underlying clients of an omnibus account, except where the omnibus account operator has discretion over the positions in which case the account operator must also aggregate these positions with his own positions. Positions held by different underlying clients should not be netted off for purposes of calculating and reporting reportable positions or determining compliance with the prescribed limits. (Para. 6.8 of the Guidance Note)

DISCLOSURE FOR CLEARED SWAPS CUSTOMERS

Default of a Non-Clearing Futures Commission Merchant

Knight may not be a clearing member of the derivatives clearing organization that you have selected to clear the Cleared Swaps that you may enter into. In such circumstances, Knight will enter into an agreement with a clearing member of such derivatives clearing organization that is registered with the CFTC as a futures commission merchant ("Clearing Broker"), pursuant to which Knight will maintain an omnibus account of behalf of all of its Cleared Swaps Customers ("Omnibus Account").

In compliance with CFTC Rule 22.16, we are advising you that, in the event of Knight's default, the agreement between the Clearing Broker and Knight provides that Clearing Broker, in its sole discretion, may terminate, liquidate and/or accelerate any and all Cleared Swaps, close out the Omnibus Account or any open positions of Knight in whole or in part, cancel any or all pending orders, and/or terminate Knight's right to trade in the Omnibus Account. Further, the Clearing Broker may, but is not required to, transfer all non-defaulting customer positions to another futures commission merchant. Any such action that Clearing Broker may take will be in accordance with Applicable Law, including but not limited to the CFTC's rules governing the protection of Cleared Swaps Customer Collateral. Therefore, in the event Knight's default is caused by the default of one or more customers that are part of the Omnibus Account, Clearing Broker may not use the funds of non-defaulting customers to satisfy the obligations of the defaulting customers.

Default of a Clearing Futures Commission Merchant

Each derivatives clearing organization is required to have rules that govern the use of Cleared Swaps Customer Collateral, and the transfer, neutralization of risks, and liquidation of Cleared Swaps in the event of a default by a clearing futures commission merchant relating to a Cleared Swaps Customer Account.

In further compliance with CFTC Rule 22.16 (17 CFR 22.16), we are providing you with the URL links to the rules of the relevant derivatives clearing organizations. Please note that such rules and the URL links are susceptible to change. If you encounter difficulty accessing these rules, please contact your Knight Representative for an updated URL link.

<http://www.cmegroup.com/rulebook/CME/index.html>

https://www.theice.com/publicdocs/clear_credit/ICE_Clear_Credit_Rules.pdf

http://www.lch.com/rules_and_regulations/ltd/default.asp

THE INCLUSION OF A DERIVATIVES CLEARING ORGANIZATION ON THIS LIST DOES NOT MEAN THAT YOUR ACCOUNT IS ELIGIBLE TO CLEAR ANY OR ALL PRODUCTS ON THAT DERIVATIVES CLEARING ORGANIZATION. SHOULD YOU REQUIRE ADDITIONAL INFORMATION OR HAVE ANY QUESTIONS CONCERNING THE ABOVE, PLEASE CONTACT YOUR KNIGHT REPRESENTATIVE.

A GUIDE TO THE STRUCTURE AND MARKET TERMINOLOGY OF THE LONDON METAL EXCHANGE

INTRODUCTION AND PURPOSE

This document is designed to provide customers of the London Metal Exchange (LME) with an overview of the structure of the LME, market terminology, and order execution. It is not a comprehensive trading guide, nor a complete guide to market terminology. Customers should always ensure that their requirements are explained in detail to the member responsible for order execution.

THE LME

Principal Nature

There are two types of contracts traded on the LME - Exchange Contracts and Client Contracts. Exchange Contracts are contracts between clearing members of the LME. Client Contracts are contracts between customers and ring dealing members (RDMs), or associate broker clearing members (ABCMs), or associate broker members (ABMs). Only RDMs, ABCMs and ABMs may issue Client Contracts. Open Position Statements issued to clients must state clearly **“THIS IS AN LME REGISTERED CLIENT CONTRACT”**. Contract criteria relating to LME contracts, including metal/plastic specifications, acceptable currencies, prompt dates, option strike prices for metals etc. are detailed in the LME rulebook and appropriate notices.

Exchange Contracts are traded between members, **matched** in the LME matching and clearing system (LMEMS) and margined by LCH.Clearnet (LCH). Client Contracts are **registered** at the LCH but margining arrangements are left to members to agree with their customers (subject to LME rules).

All LME contracts are between parties acting as principals. This prevents any party entering into an LME Contract as agent for someone else but does not prevent an agent effecting a contract between two parties if the resulting LME contract is between disclosed parties, each acting as a principal. It is an essential requirement of an LME Client Contract that one party must be an RDM, ABCM or ABM. A list of members is available from the LME, and on the LME website: www.lme.com. A principal relationship does not mean that members do not take on quasi-fiduciary responsibilities when they effect trades for customers. In particular, if a member undertakes to deliver a particular service, for example deal a specific number of lots 'in the Ring' (see below), then it should take care to ensure that it complies with all the terms of such a transaction.

In respect of Exchange Contracts, an LME broker buying metal or plastic under an Exchange Contract from another LME broker cannot do so as agent for his customer. Where an LME broker buys metal or plastic under an Exchange Contract with a view to selling that metal or plastic to his customer, this is achieved by entering into a back-to-back Client Contract with the customer. Brokers and customers can agree the conditions that apply to their Client Contracts. For example, a customer may make it a condition of his Client Contract that the broker must enter into a back-to-back Exchange Contract for the metal or plastic being bought or sold. This does not make the customer a party to the Exchange Contract but does create additional duties and obligations owed by the broker under the Client Contract.

Customers should be clear about conditions that apply to their Client Contracts and about the obligations and duties that the broker owes as a result of those conditions.

Brokers should be clear about the duties and obligations they owe as a result of conditions attaching to their Client Contracts. They should also be clear about the duties they owe to their customers under the FSA's Conduct of Business Rules (COB).

Dual Capacity

LME members may act both in the capacity of market maker and broker. They may act in a particular manner depending on a number of circumstances, including the size of the order, the liquidity of the market at the time the order was placed, and, not least, the customer's instructions. Customer orders may be filled directly from a member's 'book' or following the purchase/sale of metal or plastic in the LME market. Furthermore, customer orders may be offset, amalgamated, broken-up or netted for execution. These methodologies apply equally to orders whether any resulting Exchange Contract is effected in the ring, in the inter-office market, or on LME Select.

Customers with specific order requirements must make these known to the member at the time the order is placed. Customers wishing to know how their order was executed should request such information from the member.

Trading on the LME

Trading takes place on the LME by open outcry in the rings and kerbs, between members in the inter-office, and over the Exchange's electronic trading system LME Select.

Open Outcry

Historically, during ring and kerb sessions, the majority of customer business reflects prices traded in the open outcry sessions. Customers can follow the market activity by monitoring quoted and traded prices disseminated via the LME market data system (MDS), or by listening to the simultaneous floor commentary provided by member(s). The MDS publishes prices traded during ring and kerb times on price vendor information services such as Reuters. Members can continue to 'make a market' when requested by a

customer during the ring and kerb sessions, although this is entirely at the member's discretion. Alternatively, the customer can decide whether to place an order using the 'order styles' mentioned below.

Inter-office

Inter-office trading is conducted between members by telephone or by electronic means. On contacting an LME member for a quote, customers will usually be provided with the member's current bid and offer. The customer may trade on this quote, call another member in an attempt to improve the quote, leave a resting order with a member, or wait and monitor prices on the LME market data system. If an order cannot be filled from the member's book, it may be executed via a back-to-back Exchange Contract agreed via a telephone deal with another member or executed via an electronic trading system.

LME Select

LME Select allows members to trade LME futures contracts in metals and plastics, traded options and TAPOs, and an Index future and option. Some brokers offer their customers an order-routing facility via an API where they can view Select prices, execute trades, and place resting orders. All trading on LME Select is in US dollars.

LME Select replaces neither inter-office trading nor trading in the ring. Depending on the time of day, it is possible for members to deal by telephone or electronically in the inter-office, by LME Select, or in the rings. Customers should specify which mechanism their broker should use to effect an order, where they have a preference.

Firm prices of the best bid and offer available on LME Select, the total volumes available at these prices, and the price and volume of each trade transacted are distributed to and displayed in real time by information vendors. Only LME Select prices are displayed, not those of other third party electronic trading systems providing LME prices. Only RDMs and ABCMs are eligible to become LME Select Participants and to have direct access to the system. Customers may effect back-to-back Client Contracts with RDMs and ABCMs based upon prices available on LME Select, whether on the telephone or via electronic order-routing systems.

ORDER STYLES

Ring

Customer orders are not traded in the rings or kerbs, so an order using the term 'in/on/during the ring/kerb' will be executed on the basis of the prices traded/quoted during the particular session. If a customer requires their order to be 'shown' or traded across the ring/kerb then they should make this requirement known to their executor, who may or may not accept this as a term of the order. The equivalent Exchange Contract for a customer order may not replicate its terms. As the customer is **not** a party to any Exchange Contracts i.e. those traded in open outcry between members in the ring/kerb sessions, in specifying ring/kerb, the customer is merely identifying a pricing mechanism. A member which undertakes to match a price traded in the ring/kerb is not necessarily undertaking that it will trade during that ring/kerb, only that it may do so. However, a customer may place an order with the specific request that the member trades an Exchange Contract replicating its order in the ring. In such circumstance the RDM can only trade this order by open outcry in the ring.

If a customer trades at the prevailing market quote proffered in the ring/kerb, their executor is not necessarily obliged to effect an Exchange Contract at the same price. This can lead to situations where the customer has traded at the prevailing market quote, without that same price trading in open outcry across the floor of the Exchange. However, if the instructions from the customer are to achieve a specific price i.e. close of ring 2, then this is the price that should be given, if that specific order is accepted.

Market

In normal circumstances a market order is one executed on a timely basis at the prevailing market price. As mentioned above, at certain times of the business day, trading is taking place simultaneously in the ring or kerb, on LME Select, and in the interoffice market. Traditionally, when open outcry trading is in session, the market is defined by activity within the ring/kerb. At other times, the market is split between inter-office trading and trading on LME Select. During inter-office sessions, indicative quotes are available on the MDS; firm prices are available on LME Select and the LME Select page on information vendors' systems. The indicative prices might not be available to all parties.

Best

Order styles on the LME using the word 'best' confer some discretion upon the members when executing the order, requiring them to use their 'best endeavours' on the customer's behalf. The extent of the discretion is fixed by the terms of the order. This type of order is distinct from 'best execution' as defined by the FSA.

Best orders may be executed both in rings/kerbs, inter-office and on LME Select. Inter-office trades rely upon the members' skill in determining the level of the market at any particular time. Best orders received during ring/kerb times may not result in the customer receiving the 'best' price achieved during the session if the price improves after the member has booked the metal or plastic intended to fill the order. At any given time, the best price on LME Select will be displayed on the system and by the information vendors.

Customers should be aware that depending on market conditions, the best price may move during the period from when the order was placed and when it was executed.

Close

Most orders placed 'on the close' are for either the close of the second ring (official LME prices) or the final kerb (closing prices). Both these prices are demonstrable because of the publication of official and closing prices. Closing prices for other sessions are harder to determine, although the LME does publish unofficial prices which are established at the close of the fourth ring. In all circumstances, customers and members need to agree the style of execution i.e. bid/offer, mean or traded price. Members may not always be able to guarantee execution (price or volume) due to prevailing market conditions. A closing price on LME Select is the last price traded before the system closes.

Open

Customers placing orders to trade on the opening of a market session must provide clear instructions to the LME member which indicate how this order should be activated i.e. basis the opening bid/offer or basis the first trade in the session. Customers will also need to inform their executor of their requirements if the executor is unable to fill the order basis the 'opening' price in its entirety, due to market constraints such as insufficient liquidity. Customers may place orders with members for LME Select that can be placed into the system for activation when the market opens.

Resting Orders

When placing resting orders such as 'good 'til cancelled' ('GTC', or any derivations thereof) or stop loss orders, customers should ensure that they are in agreement with their executor's definition of the 'trigger' point of the order. Usually, this is interpreted as being the point when the order price is seen to be trading in the market, but it is possible to request the order be activated when the order level is either bid or offered as appropriate, via the prevailing market quote. Stop loss orders become market orders when a trade, or a bid or an offer triggers the stop, with members then executing the order at the current market price.

It is possible for a customer not to receive a 'fill' on a resting order despite the 'trigger' point being 'touched'. This could be due to a number of circumstances such as order priority, illiquidity, prevailing market conditions etc. Whatever the reason, the executor should be able to provide the customer with a full explanation of why it was unable to fill the order.

Customers should be aware that resting orders might be activated during periods of illiquidity in the market. As previously mentioned, this could result in the trade not being filled, or for 'stop' orders, a worse fill than anticipated ('slippage'). Customers should ensure the executor is fully aware of their requirements regarding the execution of an order, and adheres to any limitations, especially if the customer is not in contact with the market/member when the trigger point is reached.

It is possible for customers to ask members to place resting orders in LME Select. Where the broker has an order routing system into Select, customers will be able to place orders more directly. The system accepts GTC and Good for Day (DAY) orders. DAY orders are automatically deleted from the system at close of trading.

Conclusion

The above order styles do not represent all possible methods of order execution on the LME. Members and customers should ensure that orders are communicated in meaningful terms that deliver the required execution in accordance with LME rules.

For the purposes of this document these categories of members will be referred to as LME members, members or by the appropriate abbreviation

² TAPO traded average price option

³ API Application Protocol Interface

PRIVACY POLICY

Your Privacy Is Important To Us

We are committed to maintaining the confidentiality, integrity, and security of your personal information. When you provide personal information, we believe that you should be aware of our policies to protect the confidentiality of that information. We may collect nonpublic personal information about you from the following sources:

Information That We Collect

- Information we may receive from you on applications or other forms or communications, or from other entities such as commodity exchanges or carrying brokers;
- Information about your transactions with us, our affiliates, or others; and
- Information we may receive from a consumer reporting agency.

Information That We Disclose

We do not disclose any nonpublic personal information about our customers or former customers to anyone except as permitted by law. We may disclose nonpublic personal information to third parties, including, but not limited to, service bureau providers, in connection with the servicing, execution, clearing, and processing of your account and the transactions contained therein.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards in accordance with federal standards to guard your nonpublic personal information.

If you have questions about our privacy policy, please contact our compliance department at (312) 356-6000.