

# **INDIVIDUAL ACCOUNTS - Customer Account Documents**

## **Instructions:**

The information contained in these documents and notices is very important. Please read each section very carefully. If there is anything you do not understand, please contact your account representative for clarification. These forms must be properly completed and signed BEFORE you may open an account. They may be mailed, faxed or emailed.

## **FORMS:**

- Customer Information
- Commodity Customer Agreement
- Risk Disclosure Statement for Futures and Options
- Arbitration Agreement (Optional)

**Please include a legible copy of one of the following valid, non-expired documents:**

- State issued Driver's License
- Passport
- Military Identification
- Alien Registration Card, or
- National Identity Card

**ADDITIONAL FORMS** - In addition, the following forms, should be completed if applicable

### **Discretionary Accounts:**

Discretionary Trading Authorization & Acknowledgement

### **Transfer of Account(s)**

Please complete the Transfer Authorization. You must include:

1. The date,
2. All accounts applicable at your present clearing broker you wish to transfer,
3. The account title and address EXACTLY as it appears on your statements from your present broker,
4. The name and address of your present brokerage firm and
5. ALL parties to your account must sign the Transfer Authorization

Please inform your present brokerage firm of your intentions to transfer to Crossland, LLC.

## **ACCOUNT FUNDING INFORMATION**

### **Wire Transfer Instructions**

Fifth Third Bank  
Swift Code: FTBCUS3C  
ABA 042000314  
Credit: Crossland LLC  
Customer Segregated Funds  
Account # 7236529363  
Further Credit: (Your Name) and (Your Crossland Account Number)

**Checks should be made payable to: Crossland, LLC and mailed to the address above.**



**CONFIDENTIAL CUSTOMER INFORMATION (continued)**

**W-9 Certification Taxpayer Identification Number**

For a complete Form W-9, please contact Crossland, LLC or the Internal Revenue Service (IRS)

Are you exempt from backup withholding?

**YES** Under penalties of perjury, by signing this document, I certify that: (1) The number on this form is my correct Taxpayer Identification Number; and (2) I am not subject to back-up withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a resident alien).

**NO** I am subject to backup withholding.

**W-8 Certification of Foreign Status of Beneficial Owner for U.S. Tax Withholding**

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

1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form related,
2. The beneficial owner is not a U.S. person,
3. The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of the partnership's effectively connected income, and
4. For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined by the Department of the Treasury, Internal Revenue Service W-8 Instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**REQUEST FOR ELECTRONIC TRANSMISSION OF CUSTOMER STATEMENTS**

**YES**  **NO** I hereby request electronic transmission of customer statements.

If YES, the undersigned Customer ("Customer") requests that Crossland, LLC provide confirmation statements of activity solely by electronic transmission to the E-mail address indicated on this form. Please do not mail hard copies of such statements (including monthly statements).

Customer warrants and represents that they will promptly print out the relevant Customer statements in the form transmitted by Crossland, LLC or its designee. Customer understands that there is a risk of failure of any electronic transmission, and will not hold Crossland LLC liable directly or indirectly for such failure. If Customer fails to receive any confirmation statement that reflects activity of which Customer is aware in the account, Customer will contact a Crossland, LLC customer service representative by 8:00 a.m. (CST) on the, business day following, the day of any such activity.

This consent shall be effective until revoked by Customer in writing, signed by the undersigned and delivered to Crossland, LLC 141 W. Jackson Blvd., Suite 1710-A, Chicago, IL 60604. In addition, Customer acknowledges that for its protection and the protection Crossland LLC, any request to change the email address listed below must be in writing and must bear the signature of the undersigned. In the event such a request is received from a legal entity, such as a corporation, LLC or partnership, the request must be accompanied by appropriate documentation establishing that the person signing the request possesses the requisite authority to bind the entity. By signing below, Customer represents that the delivery and execution of this consent has been, duly authorized.

**HEDGE ACCOUNT REPRESENTATION (To be completed by Bona Fide Hedgers Only)**

**YES** By indicating YES and signing below, the undersigned ("Customer") truly and accurately represents to Crossland LLC ("Crossland") that this account is carried with Crossland for the specific and exclusive purpose of hedging commodities, as defined in Rule 1.3(z) of the Commodity Futures Trading Commission. The account will be treated accordingly by Customer with the understanding that Customer will notify Crossland if any changes occur in Customer's treatment of the account. This account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the Commodity Futures Trading Commission. In the unlikely event of Crossland's bankruptcy, Customer would not prefer that Crossland's bankruptcy trustee liquidate any open commodity contracts held in this account without seeking instructions from Customer.

**CONFIDENTIAL CUSTOMER INFORMATION (continued)**

1. Have you ever had a commodity account before? Yes  No  # of years \_\_\_\_\_ Name of firm \_\_\_\_\_
2. Have you ever had any other investment accounts before? Yes  No  # of years \_\_\_\_\_ Name of firm \_\_\_\_\_
3. Do you have service of process, pending litigation, disputed accounts, or other unresolved matters with any commodity brokers, securities brokers or associated regulatory authorities at this time? Yes  No  (If YES, please briefly describe)
4. Are funds in this account to be used for the benefit of another (other than the trust beneficiaries in the case of a Trust Account)?  
 Yes  No  (If YES, give the name and address of such person(s) or entity.)

Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5. Do any other person(s) or entities:
- A. Control the trading of this account? Yes  No
- B. Have a financial interest in this account? Yes  No
- (If you answer YES to A or B give name(s) of person(s) and designate account numbers, if applicable).
- Name \_\_\_\_\_ Name \_\_\_\_\_  
 Account No. \_\_\_\_\_ Account No. \_\_\_\_\_

6. Do these individual(s), in the case of an individual or joint account or this entity or its officers, directors, partners or trustees, in the case of a corporate, trust or partnership account, have any relationship to:
- A. Any person associated with Crossland LLC? Yes  No
- B. Any commodity salesperson? Yes  No
- Name \_\_\_\_\_  
 Firm \_\_\_\_\_  
 (If YES, describe briefly) \_\_\_\_\_

7. Is (Are) this (these) individual(s) or this entity or any of its officers, directors, partners, or trustees, now or within the past three years, a Member, partner, officer or employee of any commodity or securities exchange, the NFA, FINRA or a brokerage firm? Yes  No
8. Have you ever been subject to federal or state bankruptcy proceedings, receivership or similar proceedings (voluntarily or involuntarily)?  
 Yes  No  (If YES, describe briefly) \_\_\_\_\_

**Income: (Annual wage / salary)**

- Less than \$ 50,000
- \$50,000 to \$ 99,999
- \$100,000 to \$249,999
- \$250,000 to \$1,000,000
- more than \$1,000,000

**Approximate liquid net worth: (Cash, unmarginated securities, etc.)**

- Less than \$ 50,000
- \$50,000 to \$ 99,999
- \$100,000 to \$249,999
- 250,000 to \$1,000,000
- more than \$1,000,000

**Approximate TOTAL Net Worth:**

- Less than \$ 50,000
- \$50,000 to \$ 99,999
- \$100,000 to \$249,999
- \$250,000 to \$1,000,000
- more than \$1,000,000

**RESIDENCE**

- Own
- Rent
- Other

**Annual Income from other sources**

not included above (trusts, investments, etc.)

\$ \_\_\_\_\_

I hereby certify that the information provided herein is true and correct as of the date below. I agree to notify you in writing of any material changes in the information provided herein. I understand that it is my sole responsibility to notify you of any changes to the above.

I understand and agree that as part of the procedure for processing this application and/or maintaining an account with Crossland, an investigative consumer report may be obtained whereby information is obtained through various sources including but not limited to credit reporting organizations, personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted.

\_\_\_\_\_  
 Customer's Signature

\_\_\_\_\_  
 Date

# COMMODITY CUSTOMER AGREEMENT

THIS AGREEMENT entered into, by and between Crossland LLC (the "Company") and the undersigned customer (the "Customer").

**WHEREAS** Customer desires to establish one or more accounts (the "Accounts") to be carried by a futures commission merchant having clearing privileges or access to clearing privileges on the relevant exchanges for the purchase and sale of commodity interests; and

**WHEREAS**, the Company is a futures commission merchant registered with the Commodity Futures Trading Commission and a member of the National Futures Association engaged in providing clearing, execution and other services related to the purchase and sale of commodity interests, including, but not limited to, futures contracts; options on futures contracts; commodities and forward contracts; spot and forward exchange transactions; any other foreign currency denominated financial instruments; and any other cash transaction (collectively referred to as "commodity interests") and agrees to provide such services to its customers;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. Governing Rules and Regulations.

All transactions executed under this Agreement for the Accounts shall be governed by applicable laws and rules enacted by the exchanges and clearing organizations, if any, where such transactions are executed, by the applicable self-regulatory organization and by applicable federal and state law and regulations. Customer agrees to hold the Company harmless for any actions taken or not taken in good faith to comply with such enactments. If any provision of this Agreement is or becomes inconsistent with any such statement, that provision shall be deemed superseded or altered as necessary to conform to that enactment. The Company's violation of any rule or law shall not provide Customer in any legal, reparation, arbitration, or other proceeding with (a) a defense to a claim by the Company for money or other property due under this Agreement or (b) a basis for a claim by Customer that money or other property is due from the Company, unless such violation is the direct cause of Customer's claimed indebtedness to the Company or the Company's claimed indebtedness to the Customer.

## 2. Customer's Orders and Delegation of Responsibilities.

Customer authorizes the Company to execute transactions in commodity interests for the Accounts according to Customer's electronic, written or oral instructions. Customer acknowledges that in order to execute certain transactions on behalf of the Customer, the Company may utilize various electronic trading platforms or the services of other futures commission merchants that are clearing members of exchanges of which the Company is not a member. The Company reserves the right to refuse or to accept any orders. The Company reserves the right to handle and execute orders in the manner it deems appropriate. The Company shall not be responsible to Customer if floor brokers are unable to execute customer orders, for errors by floor brokers, or for acts of floor brokers selected by Customer. Customer understands and agrees that floor brokers are agents of the customer and are not sub agents of the Company and indemnifies the Company for acts or omissions committed by such floor brokers in handling Customer's orders.

Customer understands and agrees that the Company has no duty or obligation to provide verbal reports or executions to Customer and further agrees that, should the Company provide such verbal reports from time to time, Customer may not justifiably rely on any purported express or implied right to receive

such verbal reports thereafter. The Company shall not be responsible for any losses related to the Accounts and incurred as a result of other than its own gross negligence or willful misconduct concerning the execution of trades for the Account. Accordingly, the Company shall not be responsible for any loss or delay in execution arising from, but not limited to, faulty order transmission and communication, fluctuation in currency value or other causes beyond the Company's control. Except as required by law or regulation, the Company shall not be required to inquire into the circumstances surrounding any transaction it may have with Customer. Any inquiry undertaken by the Company will not result in the imposition of additional responsibilities not expressly agreed to by the Company by this Agreement.

## CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY ACTION OR PROCEEDING INITIATED BY CUSTOMER AGAINST THE COMPANY MUST BE BROUGHT WITHIN ONE YEAR OF THE OCCURRENCE OF THE UNDERLYING TRANSACTION.

At its discretion, the Company may record any oral communications between it and the Customer, which may take place without the characteristic "beep" tone, without notice. Customer hereby irrevocably consents to such recording and to the Company's use of such recordings in any proceeding or as the Company otherwise deems appropriate.

The Company may limit, without notice to Customer, the number of open positions that Customer may maintain or acquire through the Company.

## 3. Commissions and Charges.

Customer shall pay promptly to the Company such fees, brokerage and commissions as the Company may from time to time charge, as well as all other costs and fees (including but not limited to fees imposed by the NFA, exchanges, clearing organizations or brokers... etc.) Customer grants Company the authorization to debit trading related fees and expenses from Customer's account, such fees shall include, if applicable, membership leases and loans, membership related expenses, trading related software and data, trading floor expenses, telecom expenses, trading clerk expenses. Customer shall pay all interest on debit balances and all reasonable charges and expenses, including court costs and attorney's fees that the Company may incur in collecting a debit balance or other liability of Customer. If the Company prevails in any suit, arbitration or reparations action brought by Customer, Customer shall pay the Company's expenses and attorney's fees. If Customer transfers any open commodity interest to another broker, Customer agrees to pay a transaction fee for each such position transferred.

## 4. Margin.

Customer agrees to maintain at all times, without demand from the Company, margin requirements for the positions in the Accounts. The term "margin requirements" shall include both deposits to assure fulfillment of a purchase or sale of a commodity interest and amounts which may be required as a result on any such transactions. The margin requirements set by the Company may exceed those set by any exchange or regulatory authority, and may differ from those established for other accounts of the Company.

Customer acknowledges and agrees that the margin requirements set by the Company are subject to change without notice and that such changed requirements will be enforced retroactively and prospectively. Customer agrees to maintain adequate funds at all times on deposit with the Company in order to meet margin requirements, to wire transfer funds to the Company when requested, and to pay, on demand, any debit balance in the Accounts. Customer shall make deposits of margin or collateral as the Company requests within a reasonable

time after such request. In the absence of unusual circumstances, and in accordance with industry standards and practice, one (1) hour may be deemed to be a reasonable time; however, the Company reserves the right to request that deposits may be made on shorter notice at its sole discretion. The Company's failure to require satisfaction of a margin call within one hour, or any shorter time period, on any one or more occasions shall not be deemed a waiver of its right to do so in the future. Customer shall provide the Company with the names of bank officers for immediate verification of wire transfers. Customer hereby grants a general lien and security interest to the Company in all monies, securities, negotiable instruments, open positions in futures contracts or options, or other property (collectively "Property") in the Accounts, now or in the future, or held by the Company for Customer, or in the control or possession of the Company, in order to secure any liability or indebtedness owed by Customer to the Company, whether arising from margin requirements, brokerage charges, losses in the Accounts, or interest charges. Customer acknowledges that the Company may, in its discretion, transfer Property upon notice to Customer, from one of the Accounts to another of the Accounts when the Company deems such transfer appropriate. Customer also grants to the Company a security interest in all Property which may be deposited in the Account in the future in order to discharge liabilities of Customer to the Company. Customer shall execute such documents, including financing statements under the Uniform Commercial Code, as the Company, in its discretion, deems necessary to perfect such security interest. Customer grants the Company the right to set off all debts owed to the Customer against any claims the Company may have against Customer. In addition to the remedies granted by Customer to the Company, the Company shall also have the right, in its discretion and without notice to Customer, at any time to close out Customer's open positions in whole or in part and Customer shall have no recourse for such liquidation. Should the Company, in its discretion, determine in any instance not to exercise any rights granted to it, such determination shall not constitute a waiver of future rights. Until further notice in writing, the Company is hereby authorized, at any time and from time to time, without prior notice to the Customer, to transfer from the Customer's Regulated Commodity Account to any other account held by the Company for such customer, the excess funds, equities, securities, and/or other property as in the Company's judgment may be required for margin, or to reduce any debit balance or to reduce and/or satisfy any deficits in such other security and/or commodity accounts. By "Regulated Commodity" is meant any commodity covered by the Commodity Exchange Act at the time of such transaction. The Company agrees, however, that within a reasonable time after making any such transfer, the Company will confirm the same in writing to the Customer. Customer hereby agrees that, absent other notice, the issuance by the Company and sending to Customer of statements for the Accounts showing such transfer shall be conclusively deemed reasonable notice.

#### **5. Liquidation of Accounts**

The Company may at any time, in its sole discretion and without notice to the Customer, liquidate any of the Property, or take such other actions, including but not limited to, initiating spreads, EFPs, or entry into foreign markets, in order to satisfy a margin deficiency, or to satisfy any other liability of Customer to the Company. The Company may also borrow or purchase Property of which the Accounts may be short or cancel outstanding orders to close out the Accounts, and may liquidate any short position in the Accounts if Customer fails to deliver to the Company appropriate certificates or instruments of delivery at least seven days prior to the date the Company is obligated to make a delivery commitment under the rules of the applicable exchange. In its discretion, the Company may liquidate any items of Property belonging to Customer to satisfy margin or account

deficiencies of Customer and may transfer such Property to its general ledger account without liability to Customer or any third party. Such sales, purchases or borrowing may be made at such markets and times as the Company may determine without notice to Customer. Customer shall pay and indemnify the Company for all costs, losses, damages or premiums that the Company incurs in making delivery or sustains as a result of its inability to borrow or buy a required commodity. If the Company is required to make delivery of any physical commodity for the Accounts, Customer shall pay all delivery, insurance, interest, taxes and related charges and indemnify the Company for any loss it may suffer from a decline in the value of the physical commodity. If the Accounts are closed by the Company in whole or in part, Customer shall remain liable for any deficiency, interest, costs, and attorneys' fees incurred in collecting such amounts. Prior tender, demand, notice or call from the Company shall not constitute a waiver of any of its rights. Should Customer die, or be declared incompetent, this Agreement shall be binding on Customer's personal representatives.

#### **6. Customer's Representations and Warranties.**

Customer acknowledges the risks of trading commodity interests that result from highly leveraged and rapidly fluctuating markets. Customer is financially able to assume the risks of such trading and agrees not to hold the Company liable for losses incurred in the Accounts. Customer has read and understands the Risk Disclosure Statement attached to this agreement as well as the Options Disclosure Statement. Customer represents that he is of legal age and sound mind, and that he is not employed by, or connected in any way with, any commodity or securities exchange or member of such exchange, and is not employed or connected in any way with any bank, trust company, insurance company or brokerage firm dealing in commodity interests or securities. Should Customer be or become employed by, or associated with one of such businesses, Customer will promptly notify the Company. If Customer is required to be a member of any Futures Association, Customer represents that it is a properly registered member of such Association. Customer represents that all information provided to the Company in opening the Accounts is true and correct, and that any material changes in that information will be promptly reported to the Company. Customer acknowledges that the Company is legally entitled to rely on such information and that Customer will be estopped from denying the truth or correctness of such information in any proceeding arising from the Accounts. Customer also represents that no person or entity other than the undersigned has an interest in the Accounts unless otherwise specified in writing to the Company. The Company may take such steps as it deems necessary, including obtaining credit reports, to verify information in the account documents from time to time. Customer further represents and warrants that the Customer is solely responsible for informing the Company if at any time Customer ceases to be willing or financially able to sustain such losses and expressly assumes the duty to inform the Company of any such change. Customer further represents and warrants that, should Customer fail to so inform the Company of such changed circumstances, the changed circumstances shall provide no basis in an action by Customer against the Company nor any defense against an action by the Company against Customer.

Customer warrants, that unless appropriate discretionary trading account forms are completed, Customer will make all trading decisions regarding transactions in the Accounts and that all orders placed for the Accounts must be complete as to type of contract, quantity, and contract delivery month.

Customer warrants that, if it is a regulated entity, including but not limited to a bank, savings and loan or pension plan, its participation in futures trading, commodity interests and establishment of the Accounts, is in compliance with all internal or

external laws, rules and regulations governing the activities of Customer.

## 7. Indemnification

Customer acknowledges and agrees that the Company shall not be responsible to Customer for any losses resulting from conduct or advice (including, but not limited to, errors and negligence) of any broker-dealer, futures commission merchant, introducing broker, commodity trading advisor or other person or entity that introduces Customer or has authority over trading in the Accounts. Customer acknowledges that the Company has no responsibility to supervise the activities of any such person or entity, and agrees to indemnify the Company for any losses, liability, or damage (including attorneys' fees) incurred by the Company as a result of actions taken or not taken by such person or entity.

## 8. Communication and Reports

All communications, monies, securities and other property shall be transmitted to Customer at the address shown on the account documentation or such other address as Customer designates in writing. All communications transmitted to customer shall be deemed to have been received by Customer personally at the time so sent, whether actually received or not. Confirmations of trades, statement of account, and any other written notices shall be binding on Customer for all purposes, unless Customer objects to any error therein to the Company in writing within 48 hours of delivery to Customer. Margin calls shall be deemed conclusively correct and final if not objected to by Customer by notice to the Company in writing within 24 hours of delivery of such margin call. None of these provisions, however, will prevent the Company, upon discovery of any error or omission, whether in a reported price, credit or debit of funds, or any other error or omission from correcting the error or omission. The parties agree that such errors, whether resulting in profit or loss, will be corrected and Customer's account will be credited or debited so that it is in the same position it would have been in if the error or omission had not occurred. The Company shall not be responsible to Customer for delays or inaccuracies in the transmittal of orders due to failure or malfunctions of communication facilities or other circumstances beyond Company's control. Customer understands that oral information provided by Company to Customer regarding confirmations of trades and statements of account may be unverified and incomplete due to delays in transmission and other factors beyond the Company's reasonable control. Customer therefore acknowledges and agrees that any reliance upon oral information is at Customer's risk and further acknowledges and agrees to call the Company's attention immediately to any such oral information which Customer has any reason to believe is inconsistent with Customer's own information.

## 9. Responsibility for Debits.

Customer shall be obligated unconditionally to pay to the Company the amount of any and all losses, costs of damages (including court costs and attorneys' fees) sustained by the Company as a result of transactions in the Accounts or the delivery of any physical commodities. Any obligations of Customer to the Company shall be deemed due and owing to the Company on the date incurred, and any unpaid balance shall bear interest. The interest rate charged by the Company may change from time to time without notice to Customer and maybe the highest rate permitted by applicable law. Please contact Customer Service for current interest rates.

## 10. Foreign Currency.

If any transaction for Customer's Accounts is effected on any exchange or in any market on which transactions are settled in a foreign currency (a) any profit or loss arising as a result of a

fluctuation in the rate of exchange between such currency and the United States dollar shall be entirely for Customer's Account and at Customer's risk, (b) all initial and subsequent margin deposits required or requested of Customer shall be in United States dollars, and (c) the Company is authorized to convert funds in Customer's Accounts into and from such foreign currency at rates of exchange prevailing at the banks and other institutions with which the Company normally does business.

## 11. Disclosure Statement for non-Cash Margin

This statement is furnished to you because rule 190.10(c) of the COMMISSION requires it for reasons of fair notice unrelated to this company's current financial condition. You should know that:

- 1) In the unlikely event of this company's bankruptcy, property, including property specifically traceable to you, will be returned, transferred or distributed to you, or on your behalf, only to the extent of your pro rata share of all property available for distribution to customers.
- 2) Notice concerning the terms for the return of specifically identifiable property will be by publication in a newspaper of general circulation.
- 3) The Commission's regulations concerning bankruptcies of commodity brokers can be found at 17 Code of Federal Regulations Part 190.

## 12. Acknowledgement of Policy Regarding Acceptance of Orders Transmitted to Crossland LLC's 24 Hour Trading Desk

Due to the fact that some electronic trading systems only accept orders that specify a limit price or do not accept contingent orders, the possibility of electronic trading system failures or unavailability, and Exchange actions beyond Crossland LLC's control, all orders placed with Crossland LLC's 24 hour trading desk, or any trade desk recommended by Crossland LLC, will be accepted only on a "not held basis," meaning that Crossland LLC will not be responsible for failure to enter, execute, or cancel an order absent fraud or willful misconduct. Although Crossland LLC, or any trade desk recommended by Crossland LLC, will use commercially reasonable efforts to facilitate order execution, Crossland LLC cannot be held responsible, nor assume any liability, for failure to enter, execute, or cancel any order. This policy will in no way preclude Crossland LLC's good faith efforts to facilitate order execution.

## 13. Scope of Agreement.

This Agreement shall cover all accounts that Customer has or may hereafter establish with the Company, and shall remain in effect as long as Customer shall have an account with the Company, or any account guaranteed by Customer shall remain on the Company's records. No provision of this Agreement can be amended or waived except by a written agreement signed by an executive officer of the Company. No oral agreements or instructions amending this Agreement shall be recognized or enforceable. Customer shall be bound by written amendments to this Agreement which have been transmitted to Customer, and to which Customer shall not have objected in writing within three business days.

## 14. Limitation on Actions.

No legal action, (reparations, arbitration or other proceeding) may be commenced by Customer concerning the Accounts more than one year after any claim or cause of action arises with respect to the Customer or the Accounts.

## 15. Governing Law.

This Agreement is made under and shall be governed by the law of the State of Illinois (without reference to choice of law doctrine) in all respects, including construction, validity, performance and enforcements.

## 16. Binding Effect.

This Agreement shall be binding upon the Customer, Customer's personal representatives, executors, trustees, administrators and successors and assigns and shall inure to the benefit of the Company, its successors and assigns.

## 17. Assignment.

The Company may assign the Customer's account(s) to another registered Futures Commission Merchant (FCM) by notifying the Customer of the date and name of the intended assignee FCM. Unless the Customer objects to the assignment in writing prior to the scheduled date for the assignment, the assignment will be binding on the Customer.

## 18. Headings.

All headings and titles included in this Agreement are exclusively for the purpose of reference and are to be ignored in the construction of the provisions of this Agreement.

## 19. Customer Disputes.

Customer agrees that customer shall bring all complaints at law, equity, arbitration or reparations arising out of or in connection with customer's account within one (1) year of the date that customer knows or should know of such complaint.

## 20. Problems.

Customer agrees to immediately notify the Company's Compliance Officer in Chicago, Illinois at the telephone number listed on customer's Commodity Account Statements if customer has a complaint as to the manner in which customer's account is handled by customer's broker.

## 21. Consent to Jurisdiction / Governing Law.

All civil actions, legal proceedings, and arbitrations between the Company or its employees or associated persons and Customer, whether initiated by Company or Customer arising with respect to any controversy arising out of or related to this Agreement or orders entered or transactions effected for Customer's accounts shall be brought, heard and resolved obnly by a tribunal located in Chicago, Illinois. Customer hereby waives trial by jury in any such action or proceeding. No action, regardless of form in litigated, at the discretion and election of the Company, only in forums, which includes the location for arbitration hearings, whose situs is within the Chicago, Illinois and Customer hereby submits to the jurisdiction of the United State District Court of the Northern District of Illinois, Eastern Division and any other court of competent jurisdiction whose situs is in Cook County, Chicago, Illinois. Customer shall accept court service of process by registered or certified mail addressed to the address provided in the Customer Application or to such address as Customer has supplied to the Company in writing and such service shall constitute personal service of such process. Customer waives any right Customer may have to transfer or change the venue on any litigation brought against Customer by the Company. Customer(s), hereby acknowledges receiving, reading and understanding the contents of this Consent to Jurisdiction.

## 22. Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.46(e)(1)

If you maintain separate accounts in which, pursuant to Commodity Futures Trading Commission Rule 1.46(d)(6), offsetting positions are not closed out, we hereby advise you that, if held open, offsetting long and short positions in the separate accounts may result in the charging of additional fees and commission and the payment of additional margin, although offsetting positions will result in no additional market gain or loss.

## 23. Direct Order Transmittal Client Disclosure Statement

This statement applies to the ability of authorized customers of Crossland LLC to place orders for foreign futures and options directly with non-US entities (each, an "Executing Firm") that execute transactions on behalf of Crossland LLC foreign futures and options customer omnibus account.

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 Crossland LLC's foreign futures and options customer omnibus account maintained with a foreign clearing firm. Consequently, Crossland LLC 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 Crossland LLC. Crossland LLC 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 Crossland LLC. 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 affected.
- 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 to 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 may be available as a forum for resolution of any disagreements you may have with the Executing Firm. 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, Crossland LLC will assume your consent to the aforementioned conditions.

## 24. Electronic Trading Disclosures - Order Routing and Electronic Trading Systems Disclosure Statement\*

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

#### 24.1 Risks Associated with Systems Failure

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

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.

#### 24.2 Differences among Electronic Trading Systems

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

#### 24.3 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.

#### 24.4 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 FCM's, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

### 25. Electronic Access Policy

This Electronic Access Policy (the "Electronic Policy") is part of and a supplement to the Account Agreement. Unless otherwise defined in the Electronic Policy, defined terms have the same meaning as set forth in the Account Agreement. In the event any provision in the Electronic Policy conflicts or is inconsistent with any provision of the Account Agreement, the provisions of the Electronic Policy shall control for matters or services related to this Electronic Policy. The Electronic Policy sets forth certain additional terms and conditions pursuant to which Crossland LLC:

(a) will permit the undersigned customer ("Customer") to enter orders for securities electronically using a front-end order entry system and equipment; (b) if applicable, will allow access to its website to allow Customer to view and/or download information about Customer's account with Crossland LLC (the "Account"); and (c) if applicable, will deliver prospectuses, disclosure documents, monthly account statements, confirmations and other communications electronically, via e-mail, file transfer protocol, or any other similar method when such delivery is available (collectively, the "Electronic Services").

#### 25.1 Access and Use of the Electronic Services.

Customer acknowledges and agrees that the Electronic Services may be used only by a User to whom Crossland LLC has issued a User ID and authorized a Password; as such terms are defined below. Crossland LLC reserves the right to terminate, suspend or change any User ID or Password and to limit or restrict, in its sole discretion, the Electronic Services offered to Customer or User. A "User" is Customer and any person whom Customer has authorized, in a manner designated by Crossland LLC, to access the Account through the Electronic Services or to enter orders into or through a front-end trading system. "User ID" means an alphanumeric code that uniquely identifies a User for purposes of the Electronic Services, and "Password" means any authentication device (including alphanumeric codes) associated with a User ID that Crossland LLC may now or in the future require for access to the Account or to Crossland LLC's order entry systems, through the Electronic Services.

#### 25.2 Customer's Responsibilities.

Customer is fully and solely responsible for all acts and omissions relating to the use of the Electronic Services for the Account and the use of information regarding the Account, by any person who uses the User ID and Password of any of the Users. Customer may not, and shall ensure that its Users do not, share its User IDs or Passwords with others, and must notify Crossland LLC immediately if it knows or suspects that the confidentiality of the Password of any of the Users has been compromised. Only persons to whom Crossland LLC has issued a User ID may use the Electronic Services under that User ID. Customer further agrees to notify Crossland LLC of the names of any Users to whom it wishes to provide view-only access, if such access is available, or any other type of authority relating to the Account or User ID.

If Crossland LLC grants such access or authority, Customer agrees to be bound by any agreements, transactions or orders that these persons enter into with or through Crossland LLC on Customer's behalf. Customer further agrees to abide by all other rules and procedures regarding the use of the Electronic Services that Crossland LLC may establish from time to time.

#### 25.3 Orders.

- A. Customer acknowledges and agrees that it is solely responsible for ensuring the accuracy and completeness of each order entered through the Electronic Services.
- B. Customer agrees that it is solely responsible for all investment and trading decisions made with respect to orders entered through the Electronic Services, including without limitation all order routing decisions, and that Crossland LLC is not responsible for determining the suitability, appropriateness or advisability of any order entered by Customer.
- C. Customer acknowledges and agrees that Crossland LLC is not responsible for, and does not in any way

guarantee, the investment performance of any trading activities in which Customer engages through the Electronic Services or otherwise.

- D. Customer agrees that any order entered by Customer through the Electronic Services shall be actionable and eligible for execution at any time until such order has expired, been cancelled or is executed. Receipt of an order by Crossland LLC shall be without obligation and shall not be deemed an acceptance until such order has been actually received by Crossland LLC affirmatively accepted by Crossland LLC and processed for execution. Customer agrees that Crossland LLC, acting in good faith, may reject or cancel any order at any time and for any reason without liability. Crossland LLC does not guarantee that any request by Customer to cancel an order will be effective. Customer acknowledges and agrees that an order will be cancelled only if Customer's cancellation request is received and matched to the order in question before that order is partially or fully executed. Customer will not assume that any order has been executed or cancelled until Customer has received a transaction confirmation.

#### 25.4 Information Made Available through the Electronic Services.

- A. The information made available to Customer via the Electronic Services may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Crossland LLC deems appropriate. In order to view or print documents provided in PDF format, Customer will have to obtain the Adobe Acrobat Reader, which is available free of charge at Adobe's website (located at <http://www.adobe.com>) and install it on its computer. Customer is responsible for having any necessary hardware, software or other technology to access the Electronic Services and any information sent electronically, including a printer or other device to download and save any information that Customer might wish to retain.
- B. Customer is permitted to store, display, analyze, modify, reformat and print the information made available to Customer via the Electronic Services only for its own use. Customer agrees not to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Crossland LLC and its third party providers. Customer further agrees not to alter, obscure or remove any copyright, trademark or any other notices that are provided to Customer in connection with the information. Crossland LLC reserves the right, at any time and from time to time, in the interests of its own editorial discretion and business judgment to add, modify or remove any of the information and to terminate or restrict Customer access to the information. The terms of this Electronic Policy are not intended and will not transfer or grant any rights in or to the information other than those which are specifically described in the Electronic Policy are reserved by Crossland LLC or the third party providers from which Crossland LLC has obtained the information.

#### 25.5 Representations and Warranties.

Customer represents and warrants that: (a) it will not use the Electronic Services in contravention of the terms of the Electronic Policy, the Account Agreement and any applicable rules and regulations, (b) Customer will use the Electronic Services only for the benefit of the Account and not on behalf of any other

party, (c) with the exception of Web browser software and other applications specifically approved by Crossland LLC in writing, Customer agrees not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Electronic Services or to automate the process of accessing or obtaining such information, and (d) any information that Customer provides to Crossland LLC will be accurate and complete.

Neither Crossland LLC, its Affiliates nor any third party provider make any warranty whatsoever express or implied, to Customer or to any other persons as to the Electronic Services. Customer expressly acknowledges and agrees that the Electronic Services are provided by Crossland LLC, its Affiliates and its third party providers on an "as is" basis at Customer's sole risk and that Crossland LLC, its Affiliates and its third party providers expressly disclaim any implied warranties of merchantability or fitness for a particular purpose, including any warranty regarding the use or the results of the use of the services with respect to their correctness, completeness, quality, reliability and performance. Neither Crossland LLC, its Affiliates nor any third party contributing in any manner to the Electronic Services will have any responsibility to maintain the Electronic Services or to provide any corrections, updates or releases in connection with them.

#### 25.6 Limitation of Liability; Indemnity.

- A. Except as otherwise provided by law, Crossland LLC Indemnified Parties shall not be liable for any Losses by or with respect to any matters pertaining to the Electronic Policy, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Crossland LLC's or its Affiliate's gross negligence or willful misconduct.
- B. Customer agrees that Crossland LLC Indemnified Parties will have no liability, contingent or otherwise, to Customer or any of Customer's Users: (i) for the correctness, completeness, quality, reliability, performance or continued availability of the Electronic Services, (ii) for any special, indirect, incidental or consequential damages that may be incurred or experienced on account of Customer's use or attempted use of the Electronic Services even if Crossland LLC has been advised of the possibility of such damages, (iii) for any failure to inform Customer of difficulties (including systems delays) experienced by Crossland LLC, its Affiliates or third party providers with respect to the use of the Electronic Services, (iv) to verify, correct, complete or update any information made available via the Electronic Services to provide or maintain Customer's access to the Electronic Services, or for any interruption or disruption of such access or any erroneous communications between Crossland LLC and Customer, regardless of whether the connection or communication service is provided by Crossland LLC, its Affiliates or a third party.
- C. Customer agrees to indemnify and hold harmless Crossland LLC Indemnified Parties from and against any and all Losses, as incurred, arising from Customer's or any of Customer's Users' actions: (i) alleging a false or misleading statement in any of the representations and warranties provided by Customer in the Electronic Policy or (ii) arising out of a violation of the Electronic Policy. As

used in this Section 6, the term "Crossland LLC Indemnified Parties" includes all of the third party providers who provide Crossland LLC with or otherwise assist it with any portion of the Electronic Services. Such third party providers will have no liability to Customer for monetary damages on account of the Electronic Services provided to Customer under this Electronic Policy.

D. Furthermore, Client agrees that the liability of Crossland LLC Indemnified Parties arising from a failure of the Electronic Services will not exceed \$10,000.

#### 25.7 Internet Communications.

Crossland LLC will take measures that it believes appropriate to protect the confidentiality of information that it transmits to Customer over the Internet. However, Customer acknowledges that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Customer further acknowledges that Crossland LLC may be unable to assist with problems that result from difficulties that Customer may encounter while logging on to or accessing the Electronic Services.

### 26. Special Notice for Foreign Brokers and Foreign Traders

#### 26.1 Designation of Crossland LLC as Agent

The Commodity Futures Trading Commission ("CFTC") has issued regulations that require the designation of futures commission merchants as the agents of foreign brokers and foreign traders. Crossland LLC is required to notify all foreign brokers and foreign traders of the requirements of these regulations.

CFTC Regulation §15.05 provides that upon execution by a futures commission merchant of financial futures transactions on a United States contract market for the account of a foreign trader or foreign broker, the futures commission merchant will be considered to be the agent of the foreign trader or foreign broker for accepting delivery of communications and legal process issued on behalf of the CFTC. Crossland LLC is required under such regulation to retransmit any such communications or process to you. You should be aware that the rules also provide that an agent, domiciled in the U.S., other than Crossland LLC may be designated by you. Such alternate designation of agency must be evidenced by written agreement which you must provide to Crossland LLC and which Crossland LLC, in turn, must forward to the CFTC. If you wish to designate an agent other than Crossland LLC, please contact the Compliance Department at Crossland LLC in writing. If you do not designate another agent, Crossland LLC, will be your designated agent for CFTC communications. You should consult 17 C.F.R. §15.05 for a more complete explanation of the foregoing.

#### 26.2 CFTC Special Calls for Information

In addition, the CFTC has issued a regulation requiring futures commission merchants, foreign brokers and foreign traders to respond to special calls by the CFTC for information regarding their futures and options trading. Crossland LLC is similarly required to notify all foreign brokers and foreign traders of the requirements of this regulation.

This regulation provides for the issuance of a special call by the CFTC for information from foreign brokers or traders for whom a futures commission merchant, such as Crossland LLC, makes or causes to be made a futures or options on futures transaction. Such special calls are limited to instances where the

CFTC needs information promptly and where books and records of the futures commission merchant, trader or foreign broker upon whom the special call is made are not open at all times to inspection in the United States by any representative of the CFTC. For the purposes of this regulation, Crossland LLC will be considered your agent and may be required to submit such special call by telex or a similarly expeditious means of communication to you, unless you have made an alternative designation as discussed above. Foreign brokers and foreign traders are required to provide CFTC the information specified in such special call.

The regulation permits the CFTC to prohibit further trading in the contract market and in the delivery months or options expiration dates specified in the call, except for liquidation trading, if the special call is not responded to at the place and within the time required by the CFTC. The special call shall be limited to information relating to futures or options positions of the trader in the United States. Please consult 17 C.F.R. 21.03 for a more complete description of the foregoing.

#### 26.3 Reportable Futures Positions

Crossland LLC would like to bring to your attention certain additional regulations affecting futures commission merchants, foreign brokers and foreign traders. The CFTC has, in 17 C.F.R. §15.03, established specific reportable position levels for all futures contracts. These contract quantities are subject to change at any time and you should consult your account executive at Crossland LLC to determine the current quantities applicable to you. 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. In addition, 17 C.F.R. Part 18 requires all traders including foreign traders, to file a report with the CFTC within one day after the special call upon such trader by the CFTC. You should consult 17 C.F.R. Parts 17 and 18 for more complete information with respect to the foregoing.

### 27. RISK DISCLOSURE STATEMENT FOREIGN FUTURES and FOREIGN OPTIONS

The risk of loss in trading foreign futures and foreign options can be substantial. Therefore, you should carefully consider whether such trading is suitable for you in light of your financial condition. In considering whether to trade foreign futures or foreign options, you should be aware of the following:

(1) Participation in foreign futures and foreign options transactions involves the execution and clearing of trades on or subject to the rules of a foreign board of trade.

(2) Neither the Commodity Futures Trading Commission, the National Futures Association nor any domestic exchange regulates activities of any foreign boards of trade, including the execution, delivery and clearing of transactions, or has the power to compel enforcement of the rules of a foreign board of trade or any applicable foreign laws. Generally, the foreign transactions will be governed by applicable foreign law. This is true even if the exchange is formally linked to a domestic market so that a position taken on the market may be liquidated by a transaction on another market. Moreover, such laws or regulations will vary depending on the foreign country in which the foreign futures or foreign options transaction occurs.

(3) For these reasons, customers who trade foreign futures or foreign options contracts may not be afforded certain of the protective measures provided by the Commodity Exchange Act, the Commission's regulations and the rules of the National Futures Association and any domestic exchange, including the right to use reparations proceedings before the Commission and arbitration proceedings provided by the National Futures Association or any domestic futures exchange. In particular, funds received from customers for foreign futures or foreign options transactions may not be provided the same protection as funds received in respect of transactions on United States futures exchanges. Therefore, you should obtain as much information as possible from your account executive concerning the foreign rules which will apply to your particular transaction.

(4) You should also be aware that the price of any foreign futures or foreign options contract and, therefore, the potential profit and loss thereon, may be affected by any variance in the foreign exchange rate between the time your order is placed and the time it is liquidated, offset or exercised.

## **28. NYSE Euronext-LIFFE Client Agreement Notice**

The London International Financial Futures and Options Exchange ("Euronext-LIFFE") have prescribed various clauses and disclosures that a member of Euronext-LIFFE is required to incorporate in their documentation with their clients. A member may not represent that they are transacting business in Euronext-LIFFE contracts with the client in the absence of such clauses and disclosure.

Accordingly, in compliance with General Notice No 399 issued by Euronext-LIFFE on 6 March 1992, we would draw your attention to the following:

### **28.1 Rules of Euronext-LIFFE and our Capacity**

All contracts in the terms of an Exchange Contract made on Euronext-LIFFE shall be subject to the Rules of Euronext-LIFFE as from time to time in force. As a member of Euronext-LIFFE, we contract only as a principal in respect of contracts in the terms of an Exchange Contract. In the event of a conflict between the Rules of Euronext-LIFFE and the terms of this Agreement, the Rules of Euronext-LIFFE as from time to time in force shall prevail.

### **28.2 Matching Contracts**

In respect of every contract made between us subject to the Rules of Euronext-LIFFE, we shall have made an equivalent contract in the relevant automated market, or shall have accepted the allocation of any such contract.

### **28.3 Allocation**

In respect of every contract made between us for allocation to another member specified by you:

(a) in the event that such other member accepts the allocation, we shall (without prejudice to any claim we have for commission or other payment) upon such acceptance cease to be a party to the contract and shall have no obligation to you for its performance;

(b) in the event that such other member declines to accept the allocation, we shall be entitled at our option to confirm the contract with you or to liquidate it by such sale, purchase, disposal or other transaction or cancellation as we may in our discretion determine, whether on the market or by private contract or any other feasible method- and any balance resulting from such liquidation shall be promptly settled between us.

## **28.4 Allocation on Delivery or Exercise**

Where the London Clearing House does not specify the particular contract in our house/non-segregated client account or segregated client account against which a delivery notice is being allocated to us, we shall normally allocate that notice to the account (either house or client) with the largest open position in our books at the time of allocation. Notwithstanding the foregoing, we may allocate delivery notices amongst client and house accounts in such commercially and/or administratively reasonable manner as is appropriate in all the circumstances.

Where the London Clearing House does not specify the option contract in our house/non-segregated client account or segregated client account against which notice of exercise is being given, we shall exercise the option against the account (either house or client) in a random manner. Notwithstanding the foregoing, we may decide which option to exercise in such commercially and/or administratively reasonable manner as is appropriate in all the circumstances.

## **28.5 Margin**

Our requirements for the payment or margin and our rights in the event of any failure by you to satisfy a margin call are spelled out in our Customer Agreement, a copy of which you have either been sent already or will accompany this Notice.

## **28.6 Additional Client Notice**

In our and your interests, the Exchange may from time to time sanction the making of contracts by us outside the automated trading system in order to satisfy your order, where there has been an error in the execution of your order in the pit. Where a better price (an improvement) can be obtained, we will seek to secure and offer that improvement to you. However, you should note that where, in response to your order, we have bought or sold in accordance with the instructions in your order to buy, or as the case may be, to sell but have traded the wrong delivery/expiry month or wrong exercise price of the relevant contract, then we may in accordance with the Exchange's Rules offset any loss arising from that trade against any improvement achieved for you in the course of correctly satisfying your order, thus offering you only the net improvement, if any.

## **28.7 Notification – Block Trade Facility**

Euronext-LIFFE's Block Trade Facility permits bilateral negotiation of transactions outside the central market provided that such transactions meet the minimum volume thresholds as determined from time to time by the Exchange. Use of the facility is restricted to "Wholesale Clients". This term is defined by Euronext-LIFFE to cover those customers deemed by exchange member firms to have sufficient knowledge and experience of the market and its contracts to be able to participate in the Facility. We hereby notify you that Crossland LLC will define you as a "Wholesale Client" for the purposes of this Facility.

## **28.8 Exclusion of Liability**

The London International Financial Futures and Options Exchange (Administration and Management) ("the Exchange") is obliged under the Financial Services Act 1986 to ensure that business conducted by means of its market facilities is conducted in an orderly manner as so as to afford proper protection to investors. We and the Exchange wish to draw to your attention that, inter alia, business on the market may from time to time be suspended or restricted or the market may from time to time be closed for a temporary period or for such longer period as may be determined in accordance with

Euronext-LIFFE's Rules on the occurrence of one or more events which require such action to be taken in the interest of inter alia, maintaining a fair and orderly market. Any such action may result in our being unable, and through us, [and your clients (if any)] being unable to enter into contracts in accordance with Euronext-LIFFE's Rules. Furthermore we, and through us, you [and your clients (if any)] may from time to time be prevented from or hindered in entering into contracts in accordance with Euronext-LIFFE's Rules as a result of a failure or some or all market facilities. We and the Exchange wish to draw the following exclusion of liability to your attention [and to the attention of your clients (if any)]. Unless other-wise expressly provided in Euronext-LIFFE's Rules or in any other agreement to which the Exchange is a party, we and the Exchange shall not be liable to you [or any clients of yours] for loss (including any indirect or consequential loss including, without limitation, loss of profit), damage, injury or delay, whether direct or indirect from any of the circumstances or occurrences referred to above or from any act or omission of the Exchange, its officers, employees, agents or representatives under Euronext-LIFFE's Rules or pursuant to the Exchange's obligations under statute or from any breach of contract by or any negligence howsoever arising of the Exchange, its officers, employees, agents or representatives.

#### 28.9 Arbitration

Any dispute arising from or relating to this agreement, insofar as it relates to contracts made between us subject to the Rules of Euronext-LIFFE, any dispute arising from or relating to any such contract as aforesaid and made hereunder shall, unless resolved between us, be referred to arbitration rules of Euronext-LIFFE, or to such other Organization as Euronext-LIFFE may direct before either or us resort to the jurisdiction of the courts (other than to obtain an injunction or an order for security for a claim).

#### 28.10 Jurisdiction

Subject to the Arbitration clause above, disputes arising from this agreement or from contracts made under this agreement shall (for our benefit) be subject to the exclusive jurisdiction of the English Courts to which both parties hereby irrevocably submit, provided that this shall not prevent us bringing an action in the courts of any other jurisdiction.

#### 28.11 Changes to this section of the Agreement

Notwithstanding any previous agreement between us to the contrary, we now agree that a variation of the terms agreed between us from time to time does not require the written agreement by both of us. This notification shall take effect 12 days after dispatch by us, provided that you do not object within 10 days of receipt.

#### 29. Linked Market Transaction Risk Disclosure Statement

CROSSLAND LLC MAY, FROM TIME TO TIME, EXECUTE TRANSACTIONS AS CUSTOMER'S AGENT ON A FOREIGN FUTURES EXCHANGE PURSUANT TO AN AGREEMENT BETWEEN THE FOREIGN FUTURES EXCHANGE AND A DOMESTIC FUTURES EXCHANGE THAT A TRADE EXECUTED ON ONE EXCHANGE LIQUIDATES OR ESTABLISHES A POSITION ON THE OTHER EXCHANGE. PARTICIPATION IN SUCH A TRANSACTION MAY INVOLVE THE EXECUTION AND CLEARING OF TRADES ON A FOREIGN FUTURES EXCHANGE. NEITHER THE COMMODITY FUTURES TRADING COMMISSION ("COMMISSION"), THE NATIONAL FUTURES ASSOCIATION ("NFA") NOR ANY DOMESTIC FUTURES EXCHANGE

REGULATES THE ACTIVITIES OF A FOREIGN FUTURES EXCHANGE, INCLUDING THE EXECUTION, DELIVERY AND CLEARING OF TRANSACTIONS ON SUCH AN EXCHANGE, OR HAS THE POWER TO COMPEL ENFORCEMENT OF THE RULES OF THE FOREIGN FUTURES EXCHANGE AND THE LAWS OF THE FOREIGN COUNTRY. FOR THESE REASONS, CUSTOMERS WHO TRADE ON A FOREIGN FUTURES EXCHANGE MAY NOT BE AFFORDED CERTAIN OF THE PROTECTIVE MEASURES PROVIDED BY THE COMMODITY EXCHANGE ACT, THE COMMISSION'S REGULATIONS, AND THE RULES OF NFA AND ANY DOMESTIC FUTURES EXCHANGE, INCLUDING THE RIGHT TO USE REPARATION PROCEEDINGS BEFORE THE COMMISSION AND ARBITRATION PROCEEDINGS PROVIDED BY NFA OR ANY DOMESTIC FUTURES EXCHANGE.

#### 30. PRIVACY NOTICE

Crossland LLC values your customer relationship and appreciates the trust you have placed in us. As part of this relationship and to provide you with services to meet your needs, you have given us private information about yourself. We pledge to protect that information and ensure that it remains private.

##### 30.1 Security Procedures:

Crossland LLC restricts access to Customer Information about you to:

- Those of our employees who need to know that information in order to provide the products and services you receive from us.
- Those unaffiliated third parties whose access to such information is permitted or required by law and who need to know that information in order to assist us in providing you with the products and services you receive from us.

To protect the security of Customer Information, we maintain physical, electronic, and procedural safeguards that comply with federal standards for guarding the information we collect about you. While Crossland LLC has written policies and procedures with respect to safeguarding your nonpublic personal information, it is possible (although highly unlikely) that a third party may be able to gain unauthorized access to such information by "hacking" into Crossland LLC's system or otherwise. We utilize state of the art security devices and employ best practices to safeguard all client information.

##### 30.2 Information We Collect:

In providing you with financial products and services, Crossland LLC may collect the following types of Customer Information:

- Information from your account applications and other forms (for example, your name, address, social security number, income, and investment experience).
- Information about your transactions with us, our affiliates, or other (for example, your trading history, your history of meeting margin calls, and your use of various products and services).
- Information about your creditworthiness, credit history, and other information about you from consumer reporting agencies or providers of other demographic information, such as your purchasing or investment preferences.

##### 30.3 Categories of Parties to Which We May Disclose:

Crossland LLC may disclose the types of your Customer Information listed above to the following types of parties:

- Governmental agencies, other regulatory bodies, and law enforcement officials.
- Other organizations, as required by law.

- Crossland LLC will not disclose nonpublic, personal information to affiliates.

Crossland LLC may also disclose your Customer Information to other nonaffiliated third parties as permitted by law, such as in response to a subpoena or legal process or in order to complete a transaction which you initiated and authorized.

The policies and practices described in this notice are subject to change. Crossland LLC will notify you of any significant changes as required by applicable law.

### 31. Permission to Cross Authorization

Customer hereby consents to the taking, directly or indirectly, of the other side of any Customer order by Crossland or any of its "affiliated persons", as defined in 17 Code of Federal Regulations Section 155 et seq. (as may be amended from time to time) and any floor broker acting on behalf of Crossland or any of its customers. Crossland is authorized to give such consent on behalf of Customer to any such floor broker.

### 32. Credit Check Acknowledgment

The undersigned understands that an investigation may, at any time and from time to time, be made pertaining to his/her credit and his/her business accounts and therefore, the

undersigned hereby authorizes Crossland LLC to contact such banks, brokers, and credit agencies as Crossland LLC deems appropriate. The information set forth above and submitted herewith is true and correct and the undersigned hereby agrees to promptly notify Crossland LLC if there is any change in any such information.

### 33. Cooperation with Regulatory Inquiries.

Customer shall cooperate with Crossland LLC and all relevant governmental, regulatory and self-regulatory agencies or organizations in connection with any inquiries, investigations or examinations by such agencies or organizations relative to compliance by Crossland LLC, Customer or any third party with applicable law, rules and regulations. Such cooperation shall include, without limitation, access to Customer's books and records.

## INDIVIDUAL ACKNOWLEDGEMENT

Customer, the undersigned, hereby represents that this is an individual account and no one else has an interest in this account. Customer acknowledges receiving, reading and understanding the contents of this Commodity Customer Agreement including the Consent to Jurisdiction as set forth in Section 21. Customer further acknowledges that he/she has read, understood and accepts each of the various disclosure sections within this Commodity Customer Agreement, including but not limited to:

- **Governing Rules and Regulations**
- **Customer Orders and Delegation of Responsibility**
- **Commissions and Charges**
- **Margin**
- **Liquidation of Accounts**
- **Customer's Representations and Warranties**
- **Communication and Reports**
- **Responsibility for Debits and Interest**
- **Foreign Currency Disclosure**
- **Customer's Indemnification of Crossland**
- **Disclosure Statement for Non-Cash Margin**
- **Acknowledgement of Policy Regarding Acceptance of Orders Transmitted to Crossland's 24 Hour Trading Desk**
- **Direct Order Transmittal Client Disclosure**
- **Electronic Trading Disclosures**
- **Disclosure Pursuant to Commodity Futures Trading Commission Rule 1.469e)(1)**
- **Special Notice for Foreign Brokers and Foreign Traders**
- **Risk Disclosure Statement for Foreign Futures and Options**
- **NYSE Euronext-Liffe Client Agreement Notice**
- **Linked Market Transaction Risk Disclosure**
- **Privacy Notice**
- **Permission to Cross Trades**
- **Credit Check acknowledgement**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

PLEASE PRINT AND RETAIN A COPY FOR YOUR RECORDS.

# Risk Disclosure Statement for Futures and Options

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

## Futures

### I. 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.

### II. 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

### III. Variable degree of risk

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

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

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

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

## Additional risks common to futures and options

### IV. Terms futures or options which you are trading and associated and conditions of contracts

You should ask the firm with which you deal about the terms and conditions of the specific 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.

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

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

#### **VI. Deposited cash and property**

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

#### **VII. 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.

#### **VIII. 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 that 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.

#### **IX. 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.

#### **X. 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.

#### **XI. Electronic trading**

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

#### **XII. 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.

The undersigned, Customer(s), understands this risk disclosure statement:

Signature

Signature

Print Name

Print Name

Date

Date

# ARBITRATION AGREEMENT

The following arbitration clause will be deemed a part of and incorporated into the entire Commodity Customer Agreement ONLY when signed below by the Customer, agreeing to abide by and consenting to the clause (all terms used herein will unless otherwise indicated have the same meaning as in the Commodity Customer Agreement, and this Arbitration Agreement will be deemed part of the Commodity Customer Agreement as if included therein):

Any controversy among Crossland LLC, or any of their affiliates ("Broker") and the Customer arising out or relating to Customer's Account(s) shall be, except as provided below, resolved by arbitration in accordance with the rules then in effect of the commodity exchange on which the transaction which is the subject of controversy was or was to have been executed or, if such controversy is not arbitrable pursuant to such rules, in accordance with the rules then in effect of the registered futures association having jurisdiction over the transaction which is the subject of controversy (i.e., National Futures Association) or, if such controversy is not arbitrable pursuant to the rules of any registered futures association, in accordance with the rules then in effect of the American Arbitration Association. If, by reason of any applicable statute, regulation, exchange rule or otherwise, other than the Customer's entitlement to commence reparations proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated there under (17C.F.R. Section 12 et seq.), the Customer's advance agreement to submit a controversy to arbitration would not be enforceable by Broker, this provision shall not permit the Customer to enforce Broker's advance agreement to submit to arbitration. Any award rendered in such arbitration shall be final and binding on and enforceable against the Customer in accordance with the laws of Illinois.

At such time that Customer notifies Broker that Customer intends to submit a claim to arbitration or at such time that Broker notifies Customer of Broker's intent to submit a claim to arbitration, Customer will have the opportunity to elect a qualified forum for conducting the proceeding. Within ten business days after receipt of such notice from Customer or at the time Broker so notifies Customer, Broker must provide Customer with a list of organizations whose procedures qualify them to conduct arbitration in accordance with Part 180 of the regulations promulgated under the Commodity Exchange Act, together with a copy of the rules of each forum listed. One of these organizations will be National Futures Association.

Broker will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that the Customer has acted in bad faith in initiating or conducting that proceeding.

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

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

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

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

The Customer is advised that if the Customer seeks reparations under Section 14 of the Commodity Exchange Act and Part 12 of the Regulations promulgated there under and the COMMISSION declines to institute reparation proceedings, the claim or grievance will be subjected to the preexisting arbitration agreement and aspects of the claim or grievance that are not subject to the reparations procedure may be required to be submitted to the arbitration or other dispute settlement procedure set forth in the preexisting arbitration agreement.

The undersigned (Customer) understands and hereby agrees with and assents to this arbitration agreement:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DISCRETIONARY TRADING AUTHORIZATION**

**Limited Power of Attorney**

The undersigned, being so authorized and having executed a Customer Agreement for Account No. \_\_\_\_\_

in the name of \_\_\_\_\_

hereby authorizes \_\_\_\_\_ (indicate the name of the legal entity and the person authorized to act for the entity),

with full power to buy, sell, give orders, and enter into contracts for the purchase and/or sale of commodity futures contracts, options, cash commodities, securities and/or properties in the account with Crossland LLC In all such purchases, sales, trades, as well as management decisions relating to the account, Crossland LLC is hereby authorized to follow the instructions of the above-mentioned agent and attorney-in-fact in every respect; the agent and attorney-in-fact is authorized to act on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could with respect to such purchases, sale or trades and with respect to all other things necessary or incidental to the furtherance, proper maintenance and/or conduct of this account.

**The undersigned agrees to hold Crossland LLC harmless and to indemnify it as to any expense, damage or liability sustained by it with respect to any and all acts and practices of the agent and attorney-in-fact regarding this account, including all losses arising there from and debit balance(s) due thereon.**

This authorization is a continuing one and shall remain in full force and effect until revoked by the undersigned, or an authorized person on his behalf, by written notice give to Crossland LLC, 141 West Jackson Boulevard, Chicago, Illinois 60604, Attention: New Accounts. Such revocation shall become effective only upon the actual receipt thereof by Crossland LLC, but shall not affect any liability in any way resulting from transactions initiated prior to its receipt. This authorization shall inure to the benefit of Crossland LLC, its successors and assigns.

All statements, notices, correspondence and the like generated in this account shall be sent or given to the attorney-in-fact at the address shown for this account and to the undersigned at the address indicated on the Customer Information Form, or to such other person or address as the undersigned may hereafter designate in writing.

Customer understands that Crossland is in no way responsible for any loss occasioned by the actions of the individual or organization named above and that Crossland does not, by implication or otherwise, endorse the operating methods of such individual or organization. I further understand that a regulated Commodity Exchange or regulatory authority may have NO jurisdiction over the individual or organization named above and that if I give to such individual or organization authority to exercise any of my rights over my account, I do so at my own risk.

In the event my account(s) with Crossland LLC are closed for any reason, Crossland LLC is hereby authorized to revoke any and all trading authorizations required by the rules of the various contract markets.

As required by Exchange rules, Customer hereby acknowledges and understands the following:

1. The risk factor is high in futures trading, only genuine "risk" funds should be used in such trading. A person who does not have extra capital they can afford to lose should not trade in the futures market. No "safe" trading system has ever been devised and no one can guarantee a customer profits or freedom from loss. In fact, no one can even guarantee to limit the extent of your loss.
2. Even though Customer has granted trading authority to another, Customer should keep posted on what is going on in their account. Customer agrees to carefully review all statements and confirmations. Any questions or issues should be directed to Crossland, LLC Compliance Department.

The undersigned (Customer) understands and agrees to this trading authorization. Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Joint or Individual Execution**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Signature

**Partnership Execution** A General or Limited Partnership

\_\_\_\_\_, Managing Partner

**Corporate Execution**

\_\_\_\_\_, Authorized Officer

# **Supplemental Risk Disclosure Form**

The following Supplemental Risk Disclosure is being provided to you because you have indicated to us that you are either:

- a) An inexperienced investor;
- b) Over the age of 65;
- c) Disabled; or
- d) Have a net worth or income (or both) which are below Crossland LLC recommended levels for customers to trade futures or futures options.

You should carefully read the various risk disclosure statements within the Customer Account Agreement and associated account documentation / agreements. You should also understand that trading futures or futures options carries a substantial risk of loss. Given the leverage involved, these losses can be quite large and occur quite rapidly, potentially exceeding the funds you have deposited in your account or have earmarked as risk capital. Furthermore, some industry observers have estimated that over 80% of those who speculate in the futures markets lose money. You should disregard any suggestions from any source whatsoever that the foregoing risks can be limited, minimized, or eliminated. You agree to immediately report any statements made to you by Crossland LLC personnel to the contrary.

You should therefore seriously consider whether futures or options trading is appropriate for you, especially in light of your own particular circumstances. If you decide to trade futures anyway, be advised that many believe that no more than 20% of your net worth be placed at risk. If at any time your losses exceed 20% of your net worth, you should cease trading immediately. Crossland LLC assumes no responsibility for monitoring your deposit(s), losses, or net worth.

Crossland LLC will not refuse to accept your account if your decision to trade is made with full appreciation of the risk of loss. We require, therefore, that you indicate to us, by signing and returning the enclosed copy of this Supplemental Risk Disclosure, that you are fully aware of the substantial risk of loss in trading, and full responsibility for your decision to trade in the futures markets.

**Acknowledged and Agreed:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(All parties must sign)**