

Broker #: \_\_\_\_\_

Account #: \_\_\_\_\_



# ADM INVESTOR SERVICES, INC.

## **COMMODITY AND OPTIONS NEW ACCOUNT DOCUMENTATION**

# INSTRUCTIONS

In order to open a Commodity and Option account the following documentation is required:

1) Commodity and Option Account Application

A) Customer MUST complete one of the following sections as applicable:

- A. Individual / Joint or Sole Proprietorship (See Page 1)
- B. Corporation (See Pages 2, and 14) Include Articles of Incorporation
- C. Limited Liability Company (See Pages 2 and 15) Include Management Agreement
- D. Partnership (See Page 3) Include Partnership Agreement
- E. Trust ( See Page 4) Include Trust Agreement

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

B) EACH Customer MUST complete Section E. If the Account type is a General Partnership or Joint Account, each individual General Partner or Joint Account Holder MUST complete Section E. Each customer MUST sign and date Section E certifying the information provided is true and accurate. (See Page 5)

C) Tax Certifications

A. U.S. Customers

Each U.S. customer MUST complete the Combined W-9 and 1099-B Certification. The customer's tax identification number (social security number for individuals) is required and the appropriate box needs to be checked indicating that the customer is not subject to backup withholding. If the 1099-B Certificate of Exemption from Reporting of Securities and Commodities Transactions applies, the customer must indicate the category for which the exemption is claimed. The customer must sign and date the certification as indicated. (See Page 6)

B. Non-U.S. Customers

Each Non-U.S. customer MUST complete either a W-8BEN for Personal Accounts (See Page 7) or a W-8ECI, W-8EXP or W-8IMY for Non-Personal Accounts. (See broker for Supplemental Forms)

2) Customer Agreement (See Page 8)

This is a contractual agreement. Please read the Customer Agreement carefully. The customer MUST sign and date the Customer Agreement. If the account type is a General Partnership or Joint Account, each individual General Partner or Joint Account Holder MUST sign and date the Customer Agreement.

3) Risk Disclosure Statement (See Pages 10 and 11)

Each customer MUST sign and date the Risk Disclosure Statement for Futures and Options and the Electronic Trading and Order Routing Systems Disclosure Statement and receive separate copies of these statements.

4) Hedge Account Representation Letter (See Page 12)

Complete by explaining the nature and extent of customer business and by indicating and certifying the commodities to be traded by the bona fide hedger. The customer MUST indicate if he would or would not prefer that a trustee liquidate the account in the unlikely event of broker bankruptcy. The customer MUST sign and date as indicated.

5) Arbitration and Additional Risk Disclosure (See Page 13)

If Customer chooses to agree to have any potential dispute settled by arbitration, he needs to sign and date the Arbitration agreement document where indicated. If Customer meets any of the criteria listed in the Additional Risk Disclosure Document, he MUST date and sign this form where indicated.

6) Commodity and Options Corporate Authorization (See Page 14)

The Corporate Authorization MUST be completed thoroughly. The Corporation MUST indicate the officers authorized to trade in commodities. The Corporate Authorization MUST be signed and dated by the Secretary of the Corporation and be affixed with or bear the Corporate Seal.

7) Limited Liability Company Certified Resolution (See Page 15)

The LLC Certified Resolution must be completed thoroughly and indicate all parties authorized to trade in commodities.

8) Application to receive customer statement and information by email (See Page 16)

9) Letter of Transfer (See Page 17)

The customer MUST complete by indicating the name and address of the delivering broker along with the account number. The customer MUST also furnish his name and address and sign and date as indicated.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

Account No. _____
Broker No. _____

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

(Section E must also be completed)

(Enclose Articles of Incorporation/LLC Agreement)

Check each box applicable:

Hedge Account

Discretionary Account

Name of Corporation/LLC: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

Corporate/LLC Account Title: \_\_\_\_\_

Address of: \_\_\_\_\_  
(Principal Office)

State of Incorporation or Formation: \_\_\_\_\_

Date of Incorporation or Formation: \_\_\_\_\_

Corporate/LLC Phone: \_\_\_\_\_

Name of each: \_\_\_\_\_  
(Officer, Director,  
Employee or other  
party authorized  
to act with regard  
to this Account.)

Mail Duplicate Statements To:

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

Mailing  
address for  
above party:  
(If other than  
Principal Office)

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

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

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

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

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

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

Officer: \_\_\_\_\_

Street: \_\_\_\_\_

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

Does this Corporation/LLC Control the Trading in any Other Commodity Account?  Yes  No

If yes, the name(s) and account numbers(s): \_\_\_\_\_

Will this Corporate/LLC account be traded or managed on your behalf by anyone else?  Yes  No

If yes, please identify trader and attach a copy of power of attorney: \_\_\_\_\_

Does any other person or entity have any Financial Interest in this account?  Yes  No

If yes, please identify person or entity and state type of interest: \_\_\_\_\_

Is this Corporation/LLC or any of its Principals or Affiliates presently a Member on any Exchange?  Yes  No

If yes, on which Exchange(s), type of Membership and the approximate date Membership became effective: \_\_\_\_\_

Is Corporation/LLC a Futures Commission Merchant or Introducing Broker (as those terms are defined by the CFTC)?  Yes  No

If yes, please explain: \_\_\_\_\_

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

**X**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**E. CONFIDENTIAL CREDIT INFORMATION:**

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

<p><b>Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> <p><b>Credit Information:</b></p> <p><b>Annual Income</b>                 \$ _____</p> <p><b>Net Worth</b>                         \$ _____</p> <p><b>Risk Capital</b>                     \$ _____</p> <p><b>Liquid Net Worth</b>               \$ _____ (cash, securities, other )</p>	<p><b>Investment Objectives:</b>   <input type="checkbox"/> Hedge                 <input type="checkbox"/> Speculation</p> <p><b>Investment Experience:</b></p> <p><b>Futures/Options:</b>           <input type="checkbox"/> Yes         <input type="checkbox"/> No</p> <p>If yes, how many years? _____</p> <p>Firm (s): _____</p> <p>_____</p> <p><b>Securities:</b>                   <input type="checkbox"/> Yes         <input type="checkbox"/> No</p> <p>If yes, how many years? _____</p> <p>Firm (s): _____</p> <p>_____</p>
<p>The foregoing information is hereby certified to be true and accurate as of the date hereof.</p>	
<p><input checked="" type="checkbox"/> _____ Date</p> <p style="margin-left: 20px;">Customer Signature</p>	
<p><input type="checkbox"/> Customer has declined to provide the above information. _____</p> <p style="margin-left: 200px;">Customer Initial</p>	

<p><b>Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p>_____</p> <p><b>Credit Information:</b></p> <p><b>Annual Income</b>                 \$ _____</p> <p><b>Net Worth</b>                         \$ _____</p> <p><b>Risk Capital</b>                     \$ _____</p> <p><b>Liquid Net Worth</b>               \$ _____ (cash, securities, other)</p>	<p><b>Investment Objectives:</b>   <input type="checkbox"/> Hedge                 <input type="checkbox"/> Speculation</p> <p><b>Investment Experience:</b></p> <p><b>Futures/Options:</b>           <input type="checkbox"/> Yes         <input type="checkbox"/> No</p> <p>If yes, how many years? _____</p> <p>Firm (s): _____</p> <p>_____</p> <p><b>Securities:</b>                   <input type="checkbox"/> Yes         <input type="checkbox"/> No</p> <p>If yes, how many years? _____</p> <p>Firm (s): _____</p> <p>_____</p>
<p>The foregoing information is hereby certified to be true and accurate as of the date hereof.</p>	
<p><input checked="" type="checkbox"/> _____ Date</p> <p style="margin-left: 20px;">Customer Signature</p>	
<p><input type="checkbox"/> Customer has declined to provide the above information. _____</p> <p style="margin-left: 200px;">Customer Initial</p>	

I approve the opening of this trading account.

I approve the trading of Security Futures in this account.  
By approving this account I confirm that the customer has received the Securities Futures Disclosure Statement.

I disapprove the trading of Security Futures in this account.

Reason: \_\_\_\_\_

\_\_\_\_\_ Date

IB Signature /Designated Securities Futures Principal

# BACKUP WITHHOLDING and TRANSACTION REPORTING REQUIREMENTS COMBINED W-9 AND 1099-B CERTIFICATIONS

Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**W-9 Section**

**Part I** – For United State Citizens, Legal Entities or Residents. Taxpayer Identification Number. For most individual taxpayers, the taxpayer identification number is the social security number. **Notice:** For individual, joint, custodian and sole proprietorship the social security number is to be used.

Payer's request for Identification Number

Social Security Number:  
(xxx-xx-xxxx)

OR

Employer Identification Number  
(xx-xxxxxxx)

**Part II** – Check the box if you are **NOT** subject to backup withholding under the provisions of section 3406 (a) (1) (C) of the Internal Revenue Code.

Check Here

**INSTRUCTIONS:** Commodity and security transactions of nonexempt customers will be reported to the Internal Revenue Service ("IRS") on a calendar year basis. The IRS will match this amount to your tax return. In order to avoid additional IRS scrutiny, we must provide the IRS with your name and tax payer identification number. The name we need is the name you use on the tax return that will report this amount. We are required to obtain this information from you. If you fail to furnish us with a correct name and taxpayer identification number, ADM Investor Services, Inc. must generally withhold 28% of withdrawals and payments from your account. If this account is exempt from Reporting on Form 1099-B, you are required to check reason for exemption in the 1099-B section, directly below.

**1099-B CERTIFICATE OF EXEMPTION FROM REPORTING OF SECURITIES AND COMMODITIES TRANSACTIONS**

Please complete this section if this account is exempt from the Internal Revenue Service regulations which require that ADM Investor Services, Inc. report the account's Commodity and Security transactions on Form 1099-B.

**Check category under which exemption is claimed:**

- |   |   |
|---|---|
| <input type="checkbox"/> Corporation, Domestic              | <input type="checkbox"/> Trusts taxed as Corporation                                |
| <input type="checkbox"/> Corporation, Foreign               | <input type="checkbox"/> Bank Common Trust  |
| <input type="checkbox"/> Tax Exempt Entity, Section 501 (a) | <input type="checkbox"/> Entity registered under the Investment Company Act of 1940 |
| <input type="checkbox"/> Foreign Person, See W-8 BEN        | <input type="checkbox"/> Real Estate Investment Trust                               |
| <input type="checkbox"/> Individual Retirement Plan         | <input type="checkbox"/> Other _____  |

**PENALTIES:** Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% federal income tax withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by the IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certification or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**CERTIFICATION:** Under the penalties of perjury, I certify that the information provided on this form is true, correct, and complete for Sections W-9 or 1099-B (if applicable).

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Date \_\_\_\_\_

# Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**  
 ▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Do not use this form for:**

**Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

**Note:** *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary . . . . . W-8IMY
- Note:** *See instructions for additional exceptions.*

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
<b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>5</b> Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	<b>7</b> Foreign tax identifying number, if any (optional)
<b>8</b> Reference number(s) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

- a**  The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.
- b**  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c**  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d**  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e**  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

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

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

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

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The beneficial owner is not a U.S. person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

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

**Sign Here** ▶ \_\_\_\_\_  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting

## CUSTOMER AGREEMENT

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

Gentlemen:

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

1. Customer acknowledges the following:
  - (a) The purchase and sale of commodity futures contracts, exchange-traded and dealer options (commodity options) is speculative, involves a high degree of risk and is suitable only for persons who can assume the risk of loss in excess of their margin deposits or of the entire option cost. Customer understands that because of the low margin normally required in commodity futures trading, price changes in commodity futures contracts may result in significant Customer losses, which losses may substantially exceed Customer's margin deposits and any other deposits he may make. Customer also acknowledges that he has received, has read and understands this agreement.
  - (b) Customer authorizes ADMIS to execute such transactions for the Customer's account and exercise commodity options for Customer's account in accordance with Customer's oral or written instructions. ADMIS shall have the right to refuse to accept any orders. ADMIS shall also have the right to tape record all telephone conversations with Customer.
  - (c) Customer understands that ADMIS or its affiliates will at times act as principal in regard to cash, forward, or foreign exchange transactions.
  - (d) ADMIS shall not be responsible to Customer in any case for a floor brokers' inability to execute orders, or for error or negligence on the part of floor brokers who are not employees of ADMIS. Furthermore, ADMIS is not obligated to quote a price for any principal transaction.
  - (e) The Customer acknowledges that the execution of a futures contract always anticipates making or accepting delivery. Customer hereby authorizes ADMIS to take all action deemed necessary by ADMIS in the event ADMIS takes physical delivery for customer and customer hereby agrees to indemnify ADMIS from all costs associated therewith. ADMIS may, in its sole discretion, liquidate any short position in Customer's account if Customer has not delivered to ADMIS certificates, receipts, or other appropriate instruments of delivery at least seven days prior to the last trading day of the futures contract.
  - (f) Customer acknowledges the right of ADMIS to limit, without notice to Customer, the number of open positions which Customer may maintain or acquire through ADMIS.
2. Customer shall deposit with ADMIS (1) the applicable initial and maintenance requirements; pay interest, commission charges in effect from time to time, (which commissions may be shared by more than one of Customer's agents) and other costs to ADMIS occasioned by carrying the account of the Customers; (2) deposit the amount of any deficit balance that may result from transactions executed by ADMIS for Customer's account, and (3) pay the interest and service charges on any Customer deficit balances at the rates customarily charged by ADMIS together with ADMIS's costs and attorney's fees incurred in collecting any such deficit or defending claims brought by Customer in which ADMIS is the prevailing party.
3. Customer understands and acknowledges that ADMIS, acts as agent for all transactions which are executed on commodity futures exchanges and among other requirements, is financially liable to the exchange clearing houses of which it is a member and to the clearing members through which it clears transactions on exchanges of which it is not a clearing member, for deficit balances occurring in the Customer's accounts; because of this, ADMIS is the guarantor of the financial responsibility of the Customer. Therefore, Customer agrees to hold ADMIS harmless with respect to any and all losses sustained by ADMIS resulting from deficit balances which may occur in the Customer's account.
4. Customer shall, without notice or demand from ADMIS, at all times, maintain adequate margins, so as continually to meet the margin requirements established by ADMIS. Such margin requirements established by ADMIS, in its sole and absolute discretion, may exceed the margin requirements set by any commodity exchange, or other regulatory authority. Customer agrees, when required, to wire transfer margins to ADMIS or any monies so required, and to furnish ADMIS with names of bank officers for immediate verification of such transfers.
5. If, at any time, Customer's account does not contain the amount of margin required by ADMIS, or by any exchange, clearing house or other regulatory authority, ADMIS may, at its sole and absolute discretion, at any time or from time to time, without notice to Customer, close out Customer's open positions in whole or in part or take any other action it deems necessary to satisfy such requirements, including, but not necessarily limited to, transferring funds from other accounts of Customer including transfers between CFTC Segregated and other accounts. Failure of ADMIS to so act in such circumstances, in whole or in part, shall not constitute a waiver of its rights to do so any time or from time to time thereafter, nor shall ADMIS be subject to any liability to Customer for its failure so to act. In addition, ADMIS has the right, but not the obligation, to liquidate the account(s) upon receipt of notice of the death of Customer (if applicable).
6. All monies, securities, negotiable instruments, forward contracts, foreign exchange contracts, physical or cash contracts, commodity options, open positions in futures contracts and commodities, or other property now or at any future time in Customer's account, or held by ADMIS or its affiliates for Customer, are hereby pledged with ADMIS, and shall be subject to a security interest in ADMIS's favor to secure any indebtedness, at any time, owing from Customer to ADMIS without regard to whether or not ADMIS or its affiliates has made advances with respect to such property. Customer will not cause or allow any of the property held in his accounts to be subject to any other liens, security interests, mortgages or other encumbrances without the express written approval of ADMIS.
7. Customer understands that obligations arising out of transactions denominated and/or paid for in currencies other than U.S. Dollars may be converted to U.S. Dollars at the discretion of ADMIS at an exchange rate determined by ADMIS at its discretion based on prevailing market rates and Customer will be required to pay ADMIS in U.S. Dollars.
8. Customer acknowledges that: (1) any market recommendations and information communicated to Customer by ADMIS do not constitute an offer to sell, or the solicitation of an offer to buy any commodity, or any commodity futures contract; (2) such recommendations and information, although based upon information obtained from sources believed by ADMIS to be reliable, may be incomplete and may not be verified; and (3) ADMIS makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer. Customer understands that ADMIS and/or its officers, directors, affiliates, stockholders or representatives may have a position or positions in and may intend to buy or sell commodities or commodity futures contracts, which are the subject of market recommendations furnished to Customer, and that the position or positions of ADMIS or any such officer, director, affiliate, stockholder, or representative may or may not be consistent with the recommendations furnished to Customer by ADMIS.
9. All transactions by ADMIS on Customer's behalf shall be subject to the applicable constitution, rules, regulations, customs, usages, rulings, and interpretations of the exchanges or markets on which such transactions are executed by ADMIS or its agents for Customer's account (such as the Board of Trade of the City of

Chicago, The Chicago Mercantile Exchange, and the MidAmerica Commodity Exchange and the clearing houses affiliated with each, if any) and to all applicable governmental acts and statutes (such as the Commodity Exchange Act or the Commodity Futures Trading Commission Act of 1974) and to rules and regulations made thereunder; ADMIS shall not be liable to Customer as a result of any action taken by ADMIS, or its agents, to comply with any such constitution, rule, regulation, custom, usage, ruling, interpretation, act or statute. If Customer is subject to regulation, Customer agrees that ADMIS has no duty to ascertain or ensure that Customer is in compliance with any governing statutes or rules.

10. If, at any time, Customer shall be unable to deliver to ADMIS any security, commodity or other property previously bought or sold by ADMIS on Customer's behalf, Customer authorizes ADMIS, in its discretion, to borrow or to buy any security, commodity, or other property necessary to make delivery thereof, and Customer shall pay and indemnify ADMIS for any costs, losses, and damages (including consequential costs, losses and damages) which ADM may sustain thereby and any premiums which ADMIS may be required to pay thereon, and for any costs, losses and damages (including consequential costs, losses, and damages) which ADMIS may sustain thereby and any premiums which ADMIS may be required to pay thereon, and for any costs, losses and damages (including consequential costs, losses and damages) which ADMIS may sustain from its inability to borrow or buy any such security, commodity or other property.
11. Customer acknowledges and agrees that ADMIS shall not be responsible to Customer for any losses resulting from conduct or advice (including but not limited to errors and negligence) on the part of any broker/dealer, futures commission merchant, independent introducing broker, commodity trading advisor, or any other person or entity introducing Customer to ADMIS or having trading authority over the account of Customer at ADMIS. Customer specifically agrees that ADMIS shall have no obligation to supervise the activities of any such person or entity and Customer will indemnify ADMIS and hold ADMIS harmless from and against all losses, liabilities, and damages (including attorney's fees) incurred by ADMIS as a result of any actions taken or not taken by such person or entity.
12. Customer authorizes ADMIS to contact such banks, financial institutions, credit agencies, and other references as ADMIS shall deem appropriate from time to time verify the information regarding Customer which may be provided by Customer. Customer understands that an investigation may be made pertaining to his personal and business credit standing and that Customer may make a written request within a reasonable period of time for complete and accurate disclosure of its nature and scope.
13. ADMIS shall not be responsible for delays in the execution of orders due to breakdown, or failure of transmission, or communication facilities, or to any other cause beyond ADMIS's control.
14. Confirmation of trades, contracts statements of account, margin calls, and any other notices sent by ADMIS to Customer shall be sent to the address shown in and to the attention of the person (s) named in the "Customer Account Documentation" and they shall be conclusively deemed accurate and complete, and customer waives and releases any claim relating thereto, if not objected to, in writing, prior to the opening of trading on the contract market on which such transaction occurred on the next business day following the day on which such communication was first received. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order which was executed but in error reported not executed shall be binding. Customer shall direct all objections to ADM Investor Services, Inc., 141 West Jackson Boulevard, Suite #1600A, Chicago, Illinois 60604, (312) 242-7000.
15. All transactions for or on Customer's behalf shall be deemed to be included in a single account whether or not such transactions are segregated on ADMIS's records into separate accounts, either severally or jointly with others, for purposes including reportable positions as required by regulatory authorities.
16. The Agreement, including all authorizations, shall inure to the benefit of ADMIS, its successors and assigns and shall be binding upon Customer and Customer's personal representatives, executors, trustees, administrators, agents, successors, and assigns. In the event that Customer's financial condition becomes unsatisfactory to ADMIS, in its sole discretion, or that a petition, voluntary or involuntary, in bankruptcy to reorganize, or to effect a composition or extension, is filed by or against Customer, or in the event a receiver is appointed of Customer's property or business in any proceeding whatsoever, state or federal, or in the event of Customer's legal incapacity or death (and whenever the Customer consists of more than one person, then upon the occurrence or any of the aforementioned contingencies to any of them), ADMIS may, at its sole and absolute discretion, either continue to carry or close and liquidate the account of Customer, including the covering of short positions, exercise of options or offset of forward contracts and foreign exchange contracts subject to no liability to the personal representatives, executors, trustees, administrators, agents, successors or assigns of Customer for the use of such discretion.
17. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any thereof shall not preclude or inhibit the exercise of additional rights or remedies.
18. Customer agrees that ADMIS may, from time to time, change the account number assigned to any account covered by this Agreement, and that this Agreement shall remain in full force and effect. Customer agrees further that this account, as well as all additional accounts opened by him at ADMIS, shall be covered by this same Agreement with the exception of any new account for which a new Customer Agreement is signed.
19. Subject to the Arbitration Agreement between ADMIS and Customer, Customer agrees that any civil action or other legal proceeding between ADMIS or its employees, agents, representatives, affiliated brokers and/or associated persons, on the one hand, and Customer, on the other hand, arising out of or relating to this Agreement, transactions hereunder, or Customer's account shall be brought, heard and resolved in the Cook County Circuit Court located in Chicago, Illinois and Customer waives the right to have such proceeding transferred to any other location. In addition, Customer waives the right to trial by jury in any such action or proceeding. Any such action or proceeding shall be governed by the law of the State of Illinois. No action, including arbitration, and regardless of form arising out of or relating to this Agreement, transactions hereunder, or Customer's account may be brought by Customer more than one year after the cause of action arose (regardless of the date of discovery of the alleged injury), provided, however, that any action brought under the provisions of Section 14 of the Commodity Exchange Act may be brought at any time within two years after the cause of action accrues.
20. Customer represents that (1) he/she is (or, if Customer is a corporation, that each officer and director is, if Customer is a partnership, that each partner is) an adult of sound mind and is under no legal disability which would prevent him/her from trading in commodities, commodity futures contracts, options contracts, forward contracts, foreign exchange or other physical or cash contracts therein or entering into this Agreement; (2) he/she is (or its officers and directors or its partners are) authorized to enter into this Agreement.
21. Customer warrants the accuracy of the information contained in the account application to be complete, true and correct and agrees that Customer will promptly notify ADMIS of any material change in the information. Customer further warrants that no one except Customer has an interest in the account and that Customer has full power and authority to enter into this Agreement and to engage in the transactions of the kind contemplated herein.

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Customer/Officer/Partner

Date \_\_\_\_\_

Date \_\_\_\_\_



# Risk Disclosure Statement For Futures And Options

*This statement is required to be furnished to you in accordance with Rule 1.55, Rule 30.6 and Rule 33.7 of the Commodity Futures Trading Act.*

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

## Futures

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

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

### 2. Risk-reducing Orders or Strategies

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

## Options

### 3. Variable Degree of Risk

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

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

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

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

### Additional Risks Common to Futures and Options

### 4. Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options,

expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### 5. Suspension or Restriction of Trading and Pricing Relationships

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

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

### 6. Deposited Cash and Property

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

### 7. Commission and Other Charges

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

### 8. Transactions in Other Jurisdictions

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

### 9. Currency Risks

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

### 10. Trading Facilities

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

### 11. Electronic Trading

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

### 12. Off-Exchange Transactions

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

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

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Customer/Officer/Partner

Date \_\_\_\_\_

Date \_\_\_\_\_

# ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT\*

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

## DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS

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

## RISKS ASSOCIATED WITH SYSTEM FAILURE

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

## SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING

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

## LIMITATION OF LIABILITY

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

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

## ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT ACKNOWLEDGMENT

Customer hereby authorizes ADM Investor Services, Inc. to enter orders to buy and sell futures contracts on any available electronic trading and order routing systems.

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

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Date \_\_\_\_\_

**HEDGE ACCOUNT REPRESENTATION LETTER**

Gentlemen:

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

(Explain the nature and extent of your business)

\_\_\_\_\_  
\_\_\_\_\_

This is to certify that all transactions executed for the undersigned account in the following commodities:

\_\_\_\_\_  
\_\_\_\_\_

will be for bona fide hedging purposes.

The undersigned ("Customer") represents to ADM Investor Services, Inc. ("Broker") that this account is carried with Broker's firm 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 Broker if any changes occur in Customer's treatment of the account. This account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the Commodity Futures Trading Commission. Customer may not exceed exchange speculative limits without applying for and receiving approval from the appropriate exchange.

In the unlikely event of Broker's bankruptcy, the undersigned

WOULD PREFER                       WOULD NOT PREFER

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

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Customer/Officer/Partner

Customer/Officer/Partner

Date \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE TO FOREIGN TRADERS**

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

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

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

## ARBITRATION

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

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

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

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

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

**X** Name (Signature) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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### ADDITIONAL RISK DISCLOSURE

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

No previous commodity investment experience

Over age 65

Annual Salary below \$25,000

Net worth below \$50,000

I/WE HAVE BEEN INFORMED THAT THE RISK OF LOSS IN TRADING COMMODITY FUTURE CAN BE SUBSTANTIAL. I/WE HAVE CAREFULLY CONSIDERED WHETHER SUCH TRADING IS SUITABLE IN LIGHT OF MY/OUR FINANCIAL CONDITION. I/WE UNDERSTAND THAT THE HIGH DEGREE OF LEVERAGE THAT IS OBTAINABLE IN FUTURES TRADING BECAUSE OF THE SMALL MARGIN REQUIREMENTS CAN WORK AGAINST ME/US AS WELL AS FOR ME/US. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

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

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

**X** Name (Signature) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# CORPORATE COMMODITY AND OPTIONS AUTHORIZATION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_,  
a Corporation organized under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_

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

(1) RESOLVED: That \_\_\_\_\_, who is \_\_\_\_\_  
Name Title  
of this Corporation and \_\_\_\_\_, who is \_\_\_\_\_ of  
Name Title

this Corporation, or either of them be and hereby are authorized to trade in commodities for present or future delivery and in options on futures contracts for the account and risk of this Corporation through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:

- (a) To buy, sell and agree to buy and sell commodities for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (b) To buy and to grant put and call options on futures contracts, and to exercise options and all other activities in connection with options transactions;
- (c) To deposit with and withdraw from said firm money, commodities, contracts, for the purchase or sale of commodities, securities and other property, including options on futures contracts;
- (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
- (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
- (f) To execute documents binding the Corporation and to open one or more trading accounts;

and it was further

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

and it was further

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

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL OF COMPANY TO BE AFFIXED HERE)

\_\_\_\_\_  
Secretary

# LIMITED LIABILITY COMPANY COMMODITY AND OPTIONS AUTHORIZATION

I, \_\_\_\_\_, Secretary or member having custody of the records of \_\_\_\_\_, a Limited Liability Company organized under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_

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

(1) RESOLVED: That \_\_\_\_\_, who is \_\_\_\_\_  
Name Title  
of this Company and \_\_\_\_\_, who is \_\_\_\_\_  
Name Title

of this Company, or either of them be and hereby are authorized to trade in commodities for present or future delivery and in options on futures contracts for the account and risk of this Company through and with the firm of ADM Investor Services, Inc., maintaining offices at Chicago, Illinois, as said firm is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any and/or all of the following:

- (a) To buy, sell and agree to buy and sell commodities for present or future delivery, on margin or otherwise, the power to sell including the power to sell "short";
- (b) To buy and to grant put and call options on futures contracts, and to exercise options and all other activities in connection with options transactions;
- (c) To deposit with and withdraw from said firm money, commodities, contracts, for the purchase or sale of commodities, securities and other property, including options on futures contracts;
- (d) To receive requests and demand for additional margin, notice of intention to sell or purchase and other notices and demand of whatsoever character, including notices of exercise of options;
- (e) To receive and acquiesce in the correctness of such notices statements of account and other records and documents;
- (f) To execute documents binding the Company and to open one or more trading accounts;

and it was further

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

and it was further

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

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

\_\_\_\_\_  
Secretary / Member

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

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

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

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

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

---

**Email Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

**Account Number(s)** \_\_\_\_\_

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

\_\_\_\_\_ All Daily and Monthly Statements - I understand that I will not receive any mailed hard copy statements.

\_\_\_\_\_ Daily Statements Only - I understand I will continue to receive only my monthly statement as a mailed hard copy.

\_\_\_\_\_ Monthly Statements Only - I understand I will continue to receive only my daily statement as a mailed hard copy.

Special Instructions: \_\_\_\_\_

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

\_\_\_\_\_ Activity Generated Statement - I want to receive a daily statement by e-mail **only** when there is activity in my account. (transaction posted, deposit or withdrawal of funds, etc).

\_\_\_\_\_ Statement Everyday - I want to receive a daily statement by e-mail **every business day**, regardless if there was activity in my account or not.

---

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

**By:** \_\_\_\_\_  
*Signature*

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*Signature*

**Date:** \_\_\_\_\_

# LETTER OF TRANSFER

Instructions to Transfer  
Account To  
ADM Investor Services, Inc.

All Account Number(s) at  
Delivering Broker:

Delivering Broker's Name and Main office Address

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

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

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

Name (Print) \_\_\_\_\_ Name (Print) \_\_\_\_\_

**X** Name (Signature) \_\_\_\_\_ Customer/Officer/Partner

**X** Name (Signature) \_\_\_\_\_ Customer/Officer/Partner

Date \_\_\_\_\_ Date \_\_\_\_\_

Customer Name and Address

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

ADM Investor Services, Inc.  
Account Number(s):

1) \_\_\_\_\_

2) \_\_\_\_\_

CUT HERE



