

## RISK DISCLOSURE STATEMENT

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

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

### Individual, Joint, or Sole Proprietorship Account

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Joint Party Signature

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

\_\_\_\_\_  
Print Joint Party Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ACCOUNT APPLICATION:  
INDIVIDUAL, JOINT, IRA, AND SOLE PROPRIETORSHIP ACCOUNTS**

*(Please type or print legibly in ink. All questions must be answered.)*

**Type of Account**  Individual  Joint  IRA  Sole Proprietorship/DBA \_\_\_\_\_  
(Please check one) Name of Broker for this account

**Legal Account Owner**

\_\_\_\_\_  
Last Name                      First Name                      MI                      If Sole Proprietorship, (Doing Business As) DBA Name

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)                      Tax ID                      Number of Dependents

**Identification** (check which ID you will provide)  Driver's License  Passport (Required for non-US Citizens)  Government ID  
\_\_\_\_\_  
Number on ID                      Enter Issuing Country for Passports and State for other ID types

**CONTACT & EMPLOYER INFORMATION**

\_\_\_\_\_  
Preferred Phone                      Alternate Phone                      Preferred Email                      Alternate Email

**Residence Address (no P.O. Boxes)**                      **Mailing Address (if different from Residence)**

\_\_\_\_\_  
Street                      Street  
\_\_\_\_\_  
City                      State                      City                      State  
\_\_\_\_\_  
Postal Code/Zip+4                      Country                      Postal Code/Zip+4                      Country

**Employer Information**  Retired *(please complete \* info for prior employment)*  Self Employed *(please indicate nature of business)*

\_\_\_\_\_  
Position\*                      Employer Name\*                      Nature of Business\*  
\_\_\_\_\_  
Street                      City                      State                      Country                      Postal Code/Zip+4  
Is your employer ...  a financial services firm  a futures or securities exchange  a member of an exchange  
 National Futures Assoc  R.J. O'Brien?

**FINANCIAL INFORMATION (in USD)**

\_\_\_\_\_  
Annual Income                      Net Worth (exclusive of primary home)                      Liquid Net Worth                      Initial Deposit (IRA Accounts)

**Current Banking Information**

\_\_\_\_\_  
Bank Name                      City/State                      Your Account Number(s)

**Current Futures/Commodities Brokerage Information**                      **Current Securities Brokerage Information**

\_\_\_\_\_  
Brokerage Name                      Account Open? (Circle one)                      Brokerage Name                      Account Open? (Circle one)  
Yes No                      Yes No

## ACCOUNT APPLICATION: INDIVIDUAL, JOINT, IRA, AND SOLE PROPRIETORSHIP ACCOUNTS

### INVESTMENT EXPERIENCE

Yes	No		<b>Further Detail Required</b>
<input type="checkbox"/>	<input type="checkbox"/>	Do you currently have an open account or a financial interest in any other account at RJO?	If yes, please list account numbers: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	Do you have any unsatisfied debit balance(s) with RJO or with any other commodities/securities firm?	
<input type="checkbox"/>	<input type="checkbox"/>	Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144?	This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been subject to bankruptcy proceedings, receivership, or similar actions, voluntarily or involuntarily?	If yes, please list reason and date cleared: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been in a legal dispute or involved in arbitration proceedings arising from a commodities or securities dispute?	If yes, please attach a statement summary of dispute or arbitration proceedings.
<input type="checkbox"/>	<input type="checkbox"/>	Do you have experience trading futures/commodities?	If yes, ___ years & contracts/yr _____
<input type="checkbox"/>	<input type="checkbox"/>	Do you have experience trading options on futures?	If yes, ___ years & contracts/yr _____
<input type="checkbox"/>	<input type="checkbox"/>	Do you have experience trading securities?	If yes, ___ years & contracts/yr _____

### SUMMARY QUESTIONS

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Do you understand the basics of futures trading?
<input type="checkbox"/>	<input type="checkbox"/>	Do you understand the risks of loss and the possibility of incurring a debit?
<input type="checkbox"/>	<input type="checkbox"/>	Do you understand RJO's Margin Policy? (See RJO Account Agreement, Section 3)
<input type="checkbox"/>	<input type="checkbox"/>	Is futures trading suitable for you?

### ACCOUNT SERVICES AND SET UP

<input type="checkbox"/> Hedge	<input type="checkbox"/> Spec	What is the trading reason for the account?
Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Will you trade on European exchanges, ICE Futures Europe, or the LME in this account?
<input type="checkbox"/>	<input type="checkbox"/>	Will someone other than you trade this account?
<input type="checkbox"/>	<input type="checkbox"/>	Will a Letter of Direction be associated with this account?
<input type="checkbox"/>	<input type="checkbox"/>	Are you a member of any exchanges? ( <i>Membership documents are required to receive member fees.</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Do you intend to sign up for electronic delivery of documents?

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



**DOCUMENT DELIVERY FORM**

R.J. O'Brien & Associates, LLC ("RJO"), may deliver documents to you either electronically or on paper. If you choose electronic delivery, RJO will use your email address to send you Documents or notify you when Documents are available online. "Documents" include, but are not limited to, the following:

- Daily Confirmations, P&S Statements, Monthly Statements of Activity, certain tax statements, including form 1099, and other disclosures or notices that RJO is legally required to provide to you (collectively, "Statements");
- Account applications or forms;
- Updates/decisions related to your application;
- Disclosures, notices and other information related to the opening or maintaining of your account(s), products, and services that may be required by the Electronic Fund Transfer Act, Commodity Exchange Act, or other applicable federal or state laws and regulations;
- Terms and conditions that govern your application;
- Agreements and policies that you may agree to from time to time (e.g., Wire Transfer Agreement, ACH Agreement, etc.), including updates to these agreements or policies;
- Periodic disclosures and notices relating to the maintenance or operation of an account, product, or service including, but not limited to, account information, disclosures, or notices that may be required by the Electronic Fund Transfer Act, Commodity Exchange Act, or other applicable federal or state laws and regulations (e.g., privacy policy, account statement, etc.); and
- Any notice or disclosure regarding an account, product, or service fee, such as a late fee, insufficient funds, stop payment order, wire transfer fee, etc.

When new Statements are available on rjobrien.com, and if you have consented to electronic delivery, RJO will notify you at the email address(es) provided below. This notification will typically include a link to RJO's client portal from which you may access the tax forms or other Statements. The email notification is sent in lieu of sending paper documents via U.S. Mail.

**Please select your preference for Document Delivery below.**

- I consent to Electronic Document Delivery (see next page) and authorize RJO to provide access to all Documents solely via electronic means. I understand that email alerts regarding Statement availability will be sent to the email address(es) listed below.
- I require RJO to provide all Documents by regular mail. I agree and acknowledge that a fee of \$4.00 will be charged to my/our account for each Statement mailed within the USA or a fee of \$5.00 for each Statement mailed outside the USA. (Note: This fee will also apply to duplicate Statements and will also be charged to my/our account.) I acknowledge that Statements will be mailed to the Mailing Address on the Account Application. I have included, as a separate document entitled "Additional Statement Addresses", the address(es) of the Account Controller and/or Interested Party for any Statements to be delivered by regular mail.

\_\_\_\_\_  
Client Email Address (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

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

**I authorize RJO to send Statement notifications by email to the following Additional/Interested Party(ies):**

\_\_\_\_\_  
Additional/Interested Party Email Address

\_\_\_\_\_  
Additional/Interested Party Email Address

\_\_\_\_\_  
Additional/Interested Party Email Address

\_\_\_\_\_  
Additional/Interested Party Email Address

\_\_\_\_\_  
Additional/Interested Party Email Address

\_\_\_\_\_  
Additional/Interested Party Email Address

## ACCOUNT AGREEMENT

### Individual and Sole Proprietorship Account

Client agrees to be bound by the terms of the Account Agreement. Client represents that this is an Individual or Sole Proprietorship account and no one else has an interest in this account.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

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

### Joint Account

Each of us agree that we are bound by the terms of the Account Agreement and that the liability of each of us with respect to said account shall be joint and several.

Each of us shall have authority: (1) to give instructions with respect to the account, including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; (2) to receive any demands, notices confirmations, reports, statements, and other communications of any kind; (3) to sign any other documents related to the opening or maintenance of the account; and (4) generally to deal with R.J. O'Brien in connection herewith as fully and completely as if the other joint tenant had no interest herein. R.J. O'Brien shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds so delivered; however, no payments shall be made to R.J. O'Brien except in the name of the account.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Joint Party Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Joint Party Name



**VOLUNTARY ARBITRATION AGREEMENT**

This Voluntary Arbitration Agreement will be deemed a part of and incorporated into the Account Agreement with R.J. O'Brien & Associates, LLC ("R.J. O'Brien") when signed below whereby the undersigned consents to and agrees to abide by the provisions hereof. If you sign this Voluntary Arbitration Agreement, you agree that any controversy, claim, or grievance between you and R.J. O'Brien relating to your account(s) shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedures described herein. Any award rendered thereon by the arbitrators shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered in any court having jurisdiction.

Notification of your intent to arbitrate must be sent by certified mail to R.J. O'Brien at its Chicago office. At such time as you notify R.J. O'Brien that you intend to submit a claim to arbitration, or at such time as R.J. O'Brien notifies you of its intention to submit a claim for arbitration, you will have the opportunity to elect a qualified forum for the conducting of the proceeding. Please note that, in the Account Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. Within ten (10) business days after receipt of a notice from you or at the time R.J. O'Brien so notifies you, R.J. O'Brien will provide you with a list of three (3) organizations whose procedures qualify them to conduct arbitrations in accordance with CFTC Rule 166.5, together with a copy of the rules of each forum listed. If you fail to make such selection within forty-five (45) days, then R.J. O'Brien shall have the right to make such election. If R.J. O'Brien notifies you of its intent to submit a claim for arbitration, it shall designate a qualified forum for conducting the proceedings. R.J. O'Brien 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 you have acted in bad faith in initiating or conducting that proceeding. If, by reason of any applicable statute, regulation, exchange rule, or otherwise (other than by reason of your entitlement to commence reparation proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder), your advance agreement to submit a controversy to arbitration would not be enforceable by R.J. O'Brien, then this provision shall not permit you to enforce R.J. O'Brien's advance agreement to submit to arbitration.

THREE (3) 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 CLIENTS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CLIENT 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 R.J. O'BRIEN 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 THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF R.J. O'BRIEN 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 FORTY-FIVE (45) DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH R.J. O'BRIEN. (SEE 17 CFR 166.5.)

You are advised that if you seek reparations under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder, and the CFTC declines to institute reparation proceedings, claims or grievances may be subject to this Arbitration Agreement.

***The undersigned hereby agrees on its behalf and on behalf of its successors and guarantors to the terms of this Arbitration Agreement.***



## INTERNAL REVENUE SERVICE SUBSTITUTE FORM W-9

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Taxpayer Identification Number \_\_\_\_\_

Federal Employer ID Number \_\_\_\_\_

Legal Account Name \_\_\_\_\_

Under penalties of perjury, I certify that:

1. The Taxpayer Identification Number or Federal Employer ID Number provided is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code, and
3. I am a U.S. citizen or U.S. resident alien.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please note that all required regulatory reporting information applicable to activity within this account (including Internal Revenue Service reporting) will be submitted with the Legal Name and Taxpayer Identification Number stated above.**

**Please note that all Foreign Accounts must fill out a form W-8 which can be found on the R.J. O'Brien website at [www.rjobrien.com](http://www.rjobrien.com). In addition, this account form must be accompanied by a copy of your passport or other government issued identification.**



## ADDITIONAL RISK DISCLOSURE

An additional risk disclosure may be required before you open a commodity future and option trading account. Please check all the below statements that may apply to you.

- Your annual income is less than \$50,000.
- Your liquid net worth is less than \$50,000.
- You are retired.
- You do not have at least six (6) months of futures investment experience.

While R.J. O'Brien is prepared to open your account, it is required to advise you to consider the risks involved with trading commodity futures and options. The risk of loss in trading commodity futures and options can be substantial and may be inappropriate for you for the reason checked above; therefore, you must consider whether such trading is proper in light of your financial condition. Only **Risk Capital** (money that you are able to lose without adversely affecting your standard of living) should be invested. R.J. O'Brien recommends that you review the Risk Disclosure Statement in the Account Agreement and/or discuss any concerns with your broker or other financial advisor before finalizing your decision.

### ACKNOWLEDGEMENT

I understand that the risks associated with commodity trading may not be appropriate for me. However, I have read the Risk Disclosure Statements and I have considered the financial risks involved in commodity trading with regard to my financial condition, and I wish to proceed with opening an account.

#### Individual, Joint or Sole Proprietorship Account

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Joint Party Signature

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

\_\_\_\_\_  
Print Joint Party Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## ACKNOWLEDGEMENT OF DISCLOSURES

*(Please acknowledge receipt of each document in the Disclosure Booklet.)*

### Disclosures

1. Futures Commission Merchant (“FCM”) Material Conflicts of Interest
2. Electronic Trading and Order Routing Systems Disclosure Statement
3. Uniform Notification Regarding Access to Market Data
4. Notice Regarding Average Price System (“APS”)
5. ACH Disclosure
6. Disclosure On Payment For Order Flow
7. Cross Trade Consent
8. Direct Order Transmittal Client Disclosure Statement
9. Foreign Trader Disclosure Statement
10. Position Limit and Large Open Position Reporting Requirements for Options and Futures Traded on the Hong Kong Exchanges
11. ERISA 408(b)(2) Disclosure
12. A Guide to the Structure and Market Terminology of the London Metal Exchange (“LME”)
13. Exchange For Related Positions (“EFRP”)
14. Virtual Currency Derivatives Disclosure
15. Negative Contract Prices Risk Disclosure
16. Non-Cash Margin Disclosure

**I have received the above disclosures in the R.J. O’Brien Disclosure Booklet and understand all the above provided disclosures:**

### Individual, Joint or Sole Proprietorship Account

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Joint Party Signature

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

\_\_\_\_\_  
Print Joint Party Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**AUTHORIZATION AGREEMENT FOR DIRECT ACH DEBITS AND CREDITS**

RJO Account Title \_\_\_\_\_

RJO Account Number, if assigned \_\_\_\_\_

By signing this Authorization Agreement for ACH Debits and Credits (the "Agreement"), the undersigned client ("Client") hereby establishes a standing authorization that will allow R.J. O'Brien & Associates, LLC ("RJO") to request electronic funds transfers between the bank account indicated below (the "Bank Account") and the applicable RJO Account. Client hereby authorizes RJO to initiate debit or credit entries upon request or as otherwise provided herein via Automated Clearing House ("ACH") to or from the Bank Account held at the depository financial institution named below (the "Depository"). In addition, Client hereby authorizes RJO to debit the Bank Account from time to time to satisfy any margin call or other deficit in the RJO Account referenced above in accordance with the RJO Account Agreement. Client acknowledges that the origination of ACH transactions hereunder must comply with the provisions of U.S. law. Client further acknowledges that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of the then due margin call or other deficit (as determined under the RJO Account Agreement) plus any applicable fees. Client hereby agrees and acknowledges that ACH transactions under this Agreement may be used only for amounts less than or equal to \$100,000 provided; however, that if market conditions dictate, RJO reserves the right to (i) allow for ACH's greater than \$100,000 or (ii) request that margin calls be made by means other than ACH, such as Federal Wire.

**ACH Instructions:**

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Bank Account Title \_\_\_\_\_

Bank Routing Number \_\_\_\_\_ Checking Account Number \_\_\_\_\_

Client represents and warrants that Client is the owner of the above Bank Account and will provide RJO any such information RJO may require to validate the Bank Account. Further Client represents that the above information is correct and shall be responsible for any errors resulting from incorrect/inaccurate information provided.

**Please indicate if this is a new Agreement or a change of a previous Agreement:**

NEW \_\_\_\_\_ CHANGE \_\_\_\_\_ (By marking this as a change of an existing Agreement, Client hereby gives notice to terminate use of any previously given ACH instructions and authorizes RJO to use the ACH instructions herein from the date of this Agreement until its termination.)

This authorization is to remain in full force and effect until RJO has received written notification from Client of its termination at the address and facsimile number listed below in such time and manner as to afford RJO and Depository a reasonable opportunity to act on such notification. Client understands that if Client revokes this authorization or fails to maintain sufficient credit in the account to complete the ACH transaction, RJO may choose to immediately close the RJO Account.

Client hereby agrees to indemnify and hold RJO, its affiliates, agents, and representatives harmless from and against any loss, claim, damage, or liability arising out of the authorization or information provided hereunder or resulting from any action taken by RJO in reliance upon instructions provided under this Agreement.

Client understands that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, Uniform Commercial Code Article 4A or Illinois Compiled Statute Chapter 205, Article 616.

All notices to RJO shall be in writing and directed as follows:

Mail: R.J. O'Brien & Associates, LLC, 222 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606

Facsimile number: (312) 373-5227

Email: ClientServices@rjobrien.com

Notice shall be deemed as made when the original mailed notice is received by RJO, or when receipt of a facsimile or email is acknowledged by RJO.

Client Signature \_\_\_\_\_ Tax ID \_\_\_\_\_

Print Client Name \_\_\_\_\_ Date \_\_\_\_\_

Joint Party Signature (if applicable) \_\_\_\_\_ Print Joint Party Name \_\_\_\_\_

Date \_\_\_\_\_

Include a copy of a blank voided check.

*for verification of bank information*

## HEDGE REPRESENTATION

*(To Be Completed by Hedge Clients Only)*

In order to induce R.J. O'Brien to open and maintain the undersigned's account, the undersigned represents that the transactions identified below in this account are for hedging or recognized risk management purposes only and shall be entered into solely for the purpose of protection against Losses which may be incurred in a cash position in a specific commodity or with respect to derivatives such as financial, interest rate, or stock index futures, to protect against Losses that may be incurred in an existing financial portfolio.

The following commodities are for bona fide hedging purposes: ***(This section must be filled out completely.)***

Commodity Product	Economic Justification <sup>1</sup>

The undersigned is familiar with all laws, rules and regulations concerning hedging in such Contracts and has not relied upon R.J. O'Brien for any related advice.

Pursuant to CFTC Regulation 1.41, when a customer first opens a futures account or foreign futures account, R.J. O'Brien must provide the customer with the opportunity to designate the account as a hedge account for purposes of the CFTC Part 190 Regulations. In the unlikely event that R.J. O'Brien becomes the subject of a bankruptcy proceeding, and the trustee is subject to Part 190, the trustee may treat positions in a public customer's designated hedge account as "specifically identifiable property," to the extent reasonably practicable under the circumstances and following consultation with the CFTC. In such case, as provided in the Part 190 Regulations, the trustee may request the customer to provide written instructions whether to transfer or liquidate open positions in the hedge account. Alternatively, should the trustee exercise its authority to treat the positions as specifically identifiable property, if the customer's preference whether to transfer or liquidate positions in the hedge account is clearly indicated in the R.J. O'Brien books and records, the trustee may comply with Customer's preference to the extent reasonably practicable, without contacting the customer for instructions.

Customer has designated this account as a hedge account ("Hedge Account") for purposes of Part 190 Regulations.

Yes  No

If yes, Customer represents that Customer's trading of futures, options on futures, foreign futures, or options on foreign futures, (as applicable) in each Hedge Account constitutes hedging as such term may be defined under any relevant applicable CFTC, clearing organization, designated contract market, swap execution facility, or foreign board of trade rule or regulation.

Although Customer is not required to indicate now its preference as to whether a trustee should liquidate or transfer positions in the Hedge Account(s), in the unlikely event of R.J. O'Brien's bankruptcy, should the trustee decide to treat positions in the Hedge Account(s) as specifically identifiable property, Customer may make such election now by checking the appropriate box:

Liquidate Positions       Transfer Positions

This notification is a continuing one and shall remain in force until cancelled in writing. The undersigned acknowledges that R.J. O'Brien shall rely upon this representation and shall notify R.J. O'Brien immediately if this representation does

<sup>1</sup> Reason why account owner is using listed commodity as protection against loss in the cash market (e.g., Corn Farmer, Mortgage Lender, etc.).

## HEDGE REPRESENTATION

not remain true and correct.

(Check One)  Yes  No Is there a bank loan/financing arrangement associated with this account?

(Check One)  Yes  No Will you provide special offset instructions for open positions?

### Individual, Joint or Sole Proprietorship Account

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Joint Party Signature

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

\_\_\_\_\_  
Print Joint Party Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Include a copy of your*

**DRIVERS LICENSE**