

FUTURES COMMISSION MERCHANT (FCM)

NEW ACCOUNT APPLICATION AND AGREEMENT

ACCOUNT TYPE			
☐	Individual		
☐	Joint		
ACCOUNT HOLDER'S INFORMATION: <i>(Complete all sections)</i>			
Full Legal Name			
Social Security Number / Tax ID			
Date of Birth			
Citizenship: ☐ U.S. Citizen ☐ Resident Alien ☐ Non-Resident Alien (Country:)			
Home Address <i>(No P.O. Boxes)</i> :			
City:		State:	Zip:
Mailing Address <i>(if different)</i> :			
City:		State:	Zip:
Phone Number: Primary:		Secondary:	
Email Address:			
Employment Information: ☐ Employed ☐ Self-Employed ☐ Retired ☐ Student ☐ Unemployed			
Occupation			
Employer Name			
Employer Address			
FINANCIAL INFORMATION:			
Annual Income:			
☐ Under \$25,000	☐ \$25,000 - \$50,000	☐ \$50,001 - \$100,000	
☐ \$100,001 - \$250,000	☐ Over \$250,000		
Net Worth <i>(excluding residence)</i> :			
☐ Under \$50,000	☐ \$50,000 - \$100,000	☐ \$100,001 - \$250,000	
☐ \$250,001 - \$500,000	☐ \$500,001 - \$1,000,000	☐ Over \$1,000,000	
Liquid Net Worth:			
☐ Under \$25,000	☐ \$25,000 - \$50,000	☐ \$50,001 - \$100,000	
☐ \$100,001 - \$250,000	☐ Over \$250,000		
Source of Funds:			
☐ Employment	☐ Investments	☐ Inheritance	☐ Sale of Business
Other :			

TRADING EXPERIENCE:			
Futures Trading Experience:			
☐ None	☐ Limited (<1 year)	☐ Moderate (1-5 years)	☐ Extensive (>5 years)
Average trades per year:		Average contract size:	
Options Trading Experience:			
☐ None	☐ Limited (<1 year)	☐ Moderate (1-5 years)	☐ Extensive (>5 years)
Average trades per year:		Average contract size:	
Securities Trading Experience:			
☐ None	☐ Limited (<1 year)	☐ Moderate (1-5 years)	☐ Extensive (>5 years)
Average trades per year:		Average contract size:	
Other Investment Experience:			
REGULATORY INFORMATION:			
Are you or anyone with an interest in this account:			
An employee of or related to an employee of this FCM or any exchange? ☐ YES ☐ NO			
If yes, please specify:			
A member of any futures or securities exchange? ☐ YES ☐ NO			
If yes, please specify:			
A "politically exposed person" or senior political figure? ☐ YES ☐ NO			
If yes, please specify:			
An officer, director, or 10% shareholder of a publicly traded company? ☐ YES ☐ NO			
If yes, please specify:			
ACCOUNT PREFERENCES:			
Account Statements Delivery: ☐ Electronic (Email) ☐ Paper (Mail)			
Trade Confirmations Delivery: ☐ Electronic (Email) ☐ Paper (Mail)			

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into between the undersigned Customer ("Customer") and Apex Clearing Corporation ("FCM"), a registered Futures Commission Merchant.

DEFINITIONS

For purposes of this Agreement:

- "Account" means the account established with FCM for Customer's trading of futures, options on futures, and other derivatives products.
- "Beneficial Owner" means the individual or entity that is the legal owner of the Account.
- "Collateral" means all property, including but not limited to cash, securities, commodities, options, and other property and investments, deposited by Customer with FCM, or otherwise held by FCM for the benefit of Customer.
- "Customer" means the Beneficial Owner of the Account.
- "Customer Agreement" means this agreement between Customer and FCM.
- "Event of Default" means any circumstance where Customer (i) fails to satisfy a margin call, (ii) fails to pay any amount due to FCM, (iii) breaches any obligation under this Agreement, (iv) provides false information, (v) becomes insolvent or bankrupt, or (vi) any other circumstance that FCM reasonably believes may impair the financial condition or integrity of Customer's account.
- "Defaulted Account" means a different cleared commodity interest account of the Customer other than the Account for which the FCM has declared an Event of Default and a shortfall remains for the account.
- "Manager" means any third-party investment manager or adviser authorized by Customer to act on Customer's behalf with respect to the Account.
- "Other Excess Collateral" means excess collateral on deposit with FCM from other accounts of the same Customer (including accounts of Customer managed by a different manager).

1. APPLICABLE REGULATIONS

Customer acknowledges that all transactions shall be subject to the Commodity Exchange Act, as amended, the rules and regulations of the Commodity Futures Trading Commission ("CFTC"), the National Futures Association ("NFA"), and the constitution, by-laws, rules, regulations, customs, and usages of the exchange or market where executed.

2. RISK DISCLOSURE

Customer acknowledges receipt of the Risk Disclosure Statement for Futures and Options as required by CFTC Regulation 1.55 and has been informed of the risk of loss in trading futures and options.

3. CUSTOMER REPRESENTATIONS

Customer represents and warrants that: a) Customer is of legal age and sound mind to enter into this Agreement. b) Customer has disclosed all information required in the application process. c) All information provided is true, accurate, and complete. d) Customer will promptly notify FCM of any material changes to information provided. e) Customer has determined that trading futures and options is appropriate for their financial condition. f) Customer has the full power and authority (i) to enter into and deliver this Agreement; (ii) to perform its obligations under this Agreement (including, but not limited to, the transfer of required margin); and (iii) has taken all necessary action to authorize such execution, delivery and performance.

4. MARGINS AND DEPOSITS

- a) Customer agrees to maintain sufficient margin as required by FCM or applicable regulations.

- b) FCM may increase margin requirements at its discretion with or without prior notice.
- c) If Customer fails to meet a margin call, FCM may liquidate any or all positions without prior notice.
- d) Customer shall deposit funds by wire transfer, check, or other methods acceptable to FCM.

5. MARGIN CALLS AND REGULATORY COMPLIANCE

The Parties hereby agree that, notwithstanding anything to the contrary in this Agreement, any provision of this Agreement that purports to:

- a) Preclude FCM from calling Customer for required margin;
- b) In the event Customer fails to meet the margin call, preclude FCM from initiating a legal proceeding against Customer to recover any shortfall; or
- c) Otherwise guarantee Customer against, or limit Customer's loss, including, for the avoidance of doubt, any provision that purports to limit FCM's recourse to less than all assets of Customer, is hereby removed and of no force and effect.

The Parties further agree that nothing in CFTC Regulation 1.56 nor in this Section 5 prohibits this Agreement from confirming that:

- a) shall not be personally responsible for any shortfall or other deficiency in the Account;
- b) Any other customer of the Manager shall not be personally responsible for any shortfall in the Account;
- c) Any third party (e.g., a trustee) shall not be personally responsible for any shortfall in the Account, unless so provided in this Agreement; and
- d) FCM may not apply assets held in accounts of customers of the Manager, other than the Customer, to meet any shortfall in the Account.

Such latter provisions shall remain in full force and effect.

6. ADDRESSING SHORTFALLS

The Parties acknowledge and agree that, subject to the provisions herein and notwithstanding anything in this Agreement (or any other agreement between FCM and Manager, acting by or on behalf of Customer that is incorporated with this Agreement), in order to address any shortfall in the Account, FCM is permitted to:

- a) Satisfy any amounts owed by Customer to FCM by looking to other amounts deposited by or on behalf of Customer with FCM relating to the Account or other accounts of the same Customer, in accordance with the agreements governing such accounts; and
- b) Contact Customer directly for additional funds.

7. ACCOUNTS OPERATING OUTSIDE THE ORDINARY COURSE OF BUSINESS

If FCM determines that the Account is operating outside the Ordinary Course of Business (as defined in CFTC Letter No. 19-17) and has not declared an Event of Default:

- a) FCM shall provide prompt notice to Manager, Customer (to the extent Customer maintains a self-directed account with FCM) and each of Customer's other managers that have clearing accounts at FCM that Customer has an account that is operating outside the Ordinary Course of Business and, therefore, FCM is required to restrict withdrawals of excess funds from other accounts of Customer as required by CFTC Regulation 39.13(g)(8)(iii) and CFTC Letter No. 19-17.
- b) FCM shall, in its sole, reasonable discretion, and in accordance with its risk management policies, use any of the following non-exhaustive list of procedures to attempt to cure such shortfall:
 - i. Obtain additional Collateral to satisfy all margin obligations in the Account on behalf of the Customer or from the Customer directly, provided, however, that the FCM has consulted with the Manager;
 - ii. Transfer Other Excess Collateral from other accounts of Customer managed by Manager at FCM, provided, however, that the FCM has consulted with the Manager;
 - iii. Agree to offset any long and short positions in the same contract and expiration month (or any other paired positions that can be offset and/or compressed under the rules of the relevant clearing house) that are carried in the Account;

- iv. At the instruction of Manager and with the consent of the other FCM, transfer some or all of the Customer's positions to another FCM that would result in a lower margin requirement in the Account (it being understood that FCM will not transfer any margin to the other FCM to support such transferred positions until all such obligations to FCM have been met or would be met as a result of such transfer); and/or
 - v. At the instruction of Manager, liquidate some or all of the positions in the Account that would result in a lower margin requirement for the Account.
- c) For avoidance of doubt, FCM's election to use any or all of the procedures described in subsection 7(b) above shall not constitute a waiver of, or condition upon, FCM's ability to declare an Event of Default in accordance with this Agreement or any other agreement between Customer and FCM.

8. EVENT OF DEFAULT

Upon the declaration of an Event of Default that arises from Customer's failure to make a payment or margin call when due (after giving effect to any applicable grace period):

- a) FCM may, without limitation and in each case in accordance with applicable provisions of this Agreement: i) Close out, liquidate or value all positions in the Account; ii) Exercise all netting rights with respect to assets in the Account; and iii) Apply any Collateral remaining in the Account to cover any shortfall.
- b) If a shortfall remains in the Account after applying all Collateral in the Account, FCM shall provide prompt notice to Manager and Customer specifying the amount of the shortfall and requesting Manager and Customer to transfer promptly to FCM cash or other eligible collateral sufficient to cover such shortfall amount.
- c) FCM, in its sole, reasonable discretion, and subject at all times to its risk management policies, may apply Other Excess Collateral from other accounts of Customer to cure the shortfall in the following order:
 - i. FCM may initially apply Other Excess Collateral from accounts maintained by the Customer directly with FCM (i.e., to the extent Customer maintains a self-directed account with FCM and such account is not directed by an asset manager or other third party) to cure the shortfall, as directed by Customer or, if Customer does not provide direction, on a pro rata basis, as reasonably determined by FCM, across such accounts;
 - ii. In the event a shortfall continues to exist after applying all Other Excess Collateral from accounts maintained by Customer directly with FCM, FCM may apply Other Excess Collateral from accounts of Customer managed by Manager, as directed by Customer or, if Customer does not provide direction, on a pro rata basis, as reasonably determined by FCM, across such accounts; and
 - iii. In the event a shortfall continues to exist after applying all Other Excess Collateral from accounts of Customer managed by Manager, FCM may apply Other Excess Collateral from accounts of Customer managed by other managers, as directed by Customer or, if Customer does not provide direction, on a pro rata basis, as reasonably determined by FCM, across such accounts.
- d) FCM shall promptly provide to Customer a statement reasonably detailing the scope of its activities, including information sufficient to identify the purpose of a debit.
- e) FCM shall promptly provide to the Manager adequate information detailing the withdrawal from the Account managed by the Manager, including information sufficient to identify the purpose of a debit.

9. CROSS-ACCOUNT HANDLING OF DEFAULTED ACCOUNTS

In the event FCM has declared an Event of Default with respect to a Defaulted Account and a shortfall remains for that account after applying all the collateral in such Defaulted Account and all excess collateral in Customer's accounts held directly with FCM (i.e., to the extent Customer maintains a self-directed account with FCM), FCM will provide written notice to Manager and Customer that such event of default has occurred and, to the extent required by CFTC Regulation 1.56(b), may, notwithstanding anything in this Agreement to the contrary, apply excess collateral from this Account and any other account of Customer to cure the shortfall for the Defaulted Account as directed by Customer or, if Customer does not provide direction, as follows:

- a) If the Defaulted Account was managed by Manager, then excess Collateral from this Account may be applied to the remaining shortfall of the Defaulted Account on a pro rata basis, as reasonably determined by FCM, with excess collateral from other accounts of Customer managed by Manager.
- b) If the Defaulted Account was not managed by Manager and FCM has applied all Other Excess Collateral from accounts managed by the manager of the Defaulted Account, then excess Collateral from this Account may be applied to the remaining shortfall of the Defaulted Account on a pro rata basis, as reasonably determined by FCM, with excess collateral from other accounts of Customer.

10. COMMISSIONS AND FEES

- a) Customer agrees to pay commissions, fees, and service charges as established by FCM.
- b) FCM may change its fee schedule upon notice to Customer.
- c) Customer authorizes FCM to debit their account for all applicable charges.

11. ELECTRONIC TRADING

- a) If Customer uses electronic trading systems, Customer accepts all risks associated with such systems, including but not limited to hardware/software failures and communication disruptions.
- b) FCM makes no warranties regarding electronic trading systems.
- c) Customer is responsible for maintaining the security of access credentials.

d) System Disruption or Failure

In the event of a disruption, failure, or unavailability of the FCM's electronic trading systems ("Trading Systems"), whether caused by system outages, cybersecurity incidents, data corruption, communication failures, or any other reason beyond the FCM's reasonable control, the following contingency measures shall apply:

1. Alternative Means of Communication:

- i. Customers are required to promptly notify the FCM of any inability to access the Trading Systems or execute orders electronically.
- ii. During such disruptions, Customers must utilize alternative means to communicate with the FCM, including:
 - 1. **Telephone:** Contact the FCM's designated trade desk or customer support.
 - 2. **Email or Other Means:** For non-urgent inquiries, Customers may use email or other written means, as previously communicated by the FCM.

2. Execution of Trades During Disruption:

If the Trading Systems are unavailable, the FCM will make commercially reasonable efforts to facilitate the execution, amendment, or cancellation of Customer orders received through alternative communication channels.

3. Order Confirmation:

Any orders placed by Customer through alternative means must be confirmed by the FCM upon system restoration, and Customers are responsible for verifying their trade status.

e) FCM Not Responsible for External Systems

The FCM shall not be responsible for any delays, failures, or interruptions caused by external factors outside of its control.

f) Customer Responsibilities During Disruptions

- Monitor their account and contact the FCM through alternative means during disruptions.

- Ensure access to the FCM's trade desk contact information.
- Review trade confirmations after system restoration.

g) Restoration of Trading Systems

The FCM will notify affected Customers once the Trading Systems are restored.

h) Limitation of Liability

The FCM shall not be liable for losses or delays related to disruptions caused by force majeure, cyber incidents, or external telecommunications failures.

12. LIQUIDATION OF POSITIONS

FCM may liquidate Customer positions, in whole or in part, in the event:

- Customer fails to meet margin requirements.
- Customer's account is undermargined.
- FCM determines liquidation necessary for its protection.
- Required by regulatory authorities.
- Customer breaches this Agreement.

13. SECURITY INTEREST

Customer grants FCM a security interest in all property held by FCM to secure any indebtedness or obligation to FCM.

14. COMMUNICATIONS

All communications may be sent to Customer at the address or email provided. Customer agrees to notify FCM of any changes to contact information and will confirm its contact information annually

15. DISPUTE RESOLUTION

- Voluntary Pre-Dispute Arbitration Agreement:

In accordance with CFTC Regulation 166.5, Customer is advised that:

- ARBITRATION IS NOT REQUIRED FOR CUSTOMER TO OPEN OR MAINTAIN AN ACCOUNT WITH FCM.**
 - CUSTOMER MAY ELECT REQUIRED OR VOLUNTARY ARBITRATION BY SIGNING THE CONSENT BELOW, WHICH IS VOLUNTARY AND NOT REQUIRED TO ESTABLISH AN ACCOUNT WITH FCM.**
 - BY AGREEING TO THIS VOLUNTARY PRE-DISPUTE ARBITRATION AGREEMENT, CUSTOMER MAY BE WAIVING THE RIGHT TO SUE IN A COURT OF LAW, INCLUDING THE RIGHT TO A JURY TRIAL.**
- Arbitration Agreement (If Selected by Customer): Customer agrees that any controversy, dispute, claim, or grievance between Customer and FCM or any of FCM's officers, directors, employees, agents, or affiliates arising out of or relating to this Agreement, transactions thereunder, or Customer's account shall be resolved through arbitration conducted under the arbitration rules of the National Futures Association ("NFA").
 - Waiver of Right to Court Action: If Customer selects arbitration, Customer understands that by agreeing to this provision: i) Customer is waiving the right to sue in court, including the right to jury trial, except as provided by the rules of the arbitration forum in which a claim is filed; ii) Arbitration awards are generally final and binding with limited rights of appeal; and iii) Pre-arbitration discovery is generally more limited than in court proceedings.
 - Class Actions: Customer agrees that any arbitration under this Agreement will be conducted on an individual basis only, not on a class, group, or representative basis. If any court or arbitrator determines that this class action waiver is unenforceable, then the entirety of this arbitration provision shall be null and void.

- e) Forum Selection: Customer understands that CFTC Regulation 166.5 gives Customer the right to select the arbitration forum and provides that Customer has the opportunity, at the time a claim arises, to select a different eligible arbitration forum in accordance with exchange or self-regulatory organization rules then in effect.
- f) Three Forums Available: Under CFTC Regulation 166.5, there are three forums available for the resolution of commodity disputes: civil court litigation, reparations at the CFTC, and arbitration conducted by an NFA or exchange.
- g) FCM's Right to Initiate Arbitration: If Customer selects arbitration, Customer acknowledges that NFA Code of Arbitration Section 2(a) expressly allows FCMs to bring claims against customers through NFA arbitration, and Customer consents to FCM initiating an arbitration proceeding against Customer for any reason, including but not limited to recovering deficits in Customer's account.
- h) Time Limitations: The Customer understands that CFTC Regulation 166.5 states that the time limitations for filing a claim in reparations or arbitration may differ from the time limitations for bringing civil court actions, and that if Customer seeks to file a claim, Customer should consult the relevant forum for information on applicable time limitations.
- i) Venue and Procedure: If arbitration is selected, the arbitration shall be conducted in **Dallas, Texas** in accordance with NFA rules and procedures in effect at the time the arbitration is initiated. The panel of arbitrators shall be selected according to NFA rules.
- j) Judgment Upon Award: Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.
- k) Survival: This arbitration provision, if selected by Customer, shall survive termination of this Agreement and the closing of Customer's account.
- l) Costs: The costs of arbitration shall be allocated as provided in the NFA arbitration rules.

16. GOVERNING LAW

This Agreement shall be governed by the laws of **Texas**, without regard to conflicts of law principles.

17. LIMITATION OF LIABILITY

FCM shall not be liable for any losses caused directly or indirectly by government restrictions, exchange rulings, suspension of trading, war, strikes, or other conditions beyond FCM's control.

18. JOINT ACCOUNTS

If this is a joint account, each account holder (collectively, the "Account Holders," and individually, an "Account Holder") shall be jointly and severally liable for all obligations, liabilities, and debts arising under this Agreement. This means that each Account Holder is independently responsible for the full amount of any obligations under this Agreement, regardless of which Account Holder initiated the transaction or decision that gave rise to such obligations.

Authority of Account Holders

Unless the FCM is instructed otherwise in writing by all Account Holders, **any one Account Holder shall have full authority to act on behalf of the Joint Account in all matters**, including but not limited to:

- Placing and liquidating orders in futures, options, or other derivative contracts.
- Receiving and/or withdrawing funds or securities from the Joint Account.
- Executing documents or agreements on behalf of the Joint Account.

The FCM shall be entitled to rely on the instructions, notices, and communications provided by any one Account Holder concerning the Joint Account, without further inquiry or confirmation from the other Account Holders. The FCM shall have no liability for honoring instructions from any individual Account Holder.

Decision-Making Authority

The Account Holders may, in writing, designate specific restrictions or requirements concerning decision-making authority for the Joint Account, including requiring that instructions be provided by all Account Holders or by specified individuals. Such designation must be submitted to the FCM using the FCM's prescribed forms and will take effect only upon receipt and written acknowledgment by the FCM. **Absent written instructions to the contrary, the default arrangement shall allow any single Account Holder to act independently on behalf of the Joint Account.**

Dispute Resolution Between Account Holders

The FCM assumes no responsibility for monitoring or mediating disputes that may arise between Account Holders regarding the operation of the Joint Account. However:

- In the event the FCM receives conflicting instructions or is informed of a dispute between the Account Holders regarding the Joint Account, the FCM reserves the right, at its sole discretion and without liability, to:
 - Place a hold on the Joint Account and suspend trading or withdrawal activity until the FCM receives written joint instructions from all Account Holders or a court order specifying the proper disposition of the Joint Account; or
 - Continue to act on the instructions provided by any one Account Holder as permitted under this Agreement.
- The Account Holders agree to indemnify and hold the FCM harmless from any claims, losses, or liabilities arising from the FCM's actions or decisions based on the conflicting instructions or disputes between the Account Holders.

Termination of Joint Accounts

Any termination or modification of this Joint Account Agreement must be requested in writing and be signed by **all Account Holders**, unless otherwise directed by a court order or applicable law.

- The FCM may terminate or impose restrictions on a Joint Account if:
 - All Account Holders jointly request termination in writing.
 - A single Account Holder requests termination and submits a valid court order authorizing such action.
 - The Joint Account violates applicable CFTC regulations, NFA requirements, or the FCM's internal policies.
- Upon termination of the Joint Account, any remaining funds or assets in the account will be distributed in accordance with the written instructions of all Account Holders, or as otherwise required by law or a court order.

Acknowledgment of Risk

Each Account Holder acknowledges and agrees that futures, options, and other derivatives transactions involve significant risk, including the risk of total loss, as described in the Risk Disclosure Statement provided at the time the account is opened. Each Account Holder understands and agrees that one Account Holder may cause substantial losses or obligations within the Joint Account, and all Account Holders will be held responsible for meeting any margin calls, fees, or account deficits as a result of such activity.

Governing Law and Venue for Disputes

All joint account relationships and disputes arising under this Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Any disputes between the Account Holders involving this Agreement or transactions in the Joint Account may, at the election of the FCM, be submitted to binding arbitration in accordance with the rules of the National Futures Association (NFA), as permitted under applicable law.

Notification Requirements

Each Account Holder agrees to immediately notify the FCM in writing of:

- The death, bankruptcy, or incapacity of any Account Holder; or
- The initiation of any court proceeding or arbitration affecting the Joint Account.

In such circumstances, the FCM reserves the right to take any action it deems necessary to protect its interests and those of the remaining Account Holders, including freezing the account, distributing assets in accordance with the established ownership percentages, or closing the Joint Account entirely.

19. TERMINATION

This Agreement may be terminated by either party upon written notice, but termination shall not affect any transactions previously entered into.

20. LEGAL PROCEEDINGS

Nothing in this Agreement, including Sections 8 and 9 herein, shall preclude FCM from initiating a legal proceeding against Customer to recover any shortfall in the Account in accordance with this Agreement.

21. MODIFICATION OF PROVISIONS

- a) FCM may amend or modify this Agreement at any time by providing written notice to Customer of such amendment or modification. Where permitted by applicable CFTC regulations, FCM may provide notice of amendments by posting such amendments on FCM's official website and/or by sending an email notification, and such amendments shall become effective and binding upon Customer upon such posting or delivery of notice (negative consent).
- b) For amendments requiring affirmative consent under CFTC regulations, such amendments will become effective upon receipt by FCM of Customer's written consent.
- c) Customer's continued use of FCM's services after the effective date of any amendment shall constitute Customer's acknowledgment and acceptance of such amendment.
- d) If any term of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions shall remain in full force and effect.
- e) Unless expressly stated herein, nothing in this Agreement shall supersede any provision or term agreed to by the Parties in their existing Customer Agreement or as otherwise bilaterally agreed to between the Parties.

22. ACKNOWLEDGMENT OF DISCLOSURES

Customer acknowledges receipt of and agrees to the following disclosures:

Risk Disclosure Statement for Futures and Options (CFTC Regulation 1.55)
Electronic Trading Disclosure Statement
Privacy Policy
Anti-Money Laundering Policy

23. REGULATORY ACKNOWLEDGMENTS

Customer acknowledges that this Agreement has been prepared in accordance with guidance provided in the CFTC Letter No. 19-17 (the "Advisory and No-Action Relief") dated July 10, 2019, issued by the Division of Clearing and Risk and the Division of Swap Dealer and Intermediary Oversight, as well as the September 13, 2019 Joint Statement of CFTC DSIO and DCR Directors, and in compliance with the Joint Audit Committee Regulatory Alerts #19-02 and #19-03.

VOLUNTARY CONSENT TO ARBITRATION	
By signing below, I voluntarily agree that any claim or controversy that may arise between me and FCM relating to my account shall be resolved by arbitration in accordance with the terms described above.	
Customer Signature:	Date:
☐ I do not consent to the pre-dispute arbitration agreement.	
CONSENT TO AGREEMENT	
I/We acknowledge that I/we have read and understood this Agreement and agree to be bound by its terms.	
Customer Signature:	Date:
Joint Account Holder Signature (<i>if applicable</i>):	Date:

FOR INTERNAL USE ONLY:	
Account Number:	
Approved By:	Date:
Compliance Approval:	Date: