



**Person Financial Futures
New Account Approval Form**

Account Number: _____

Office Code: _____ RR#: _____

Acct. Open Date: _____

Account Type:

<input type="checkbox"/> Individual / Sole Proprietorship	<input type="checkbox"/> Corporate*	<input type="checkbox"/> LLC *	<input type="checkbox"/> Foreign *
<input type="checkbox"/> Joint Tenants (JTWROS)	<input type="checkbox"/> Partnership*	<input type="checkbox"/> Trust *	* Please note that additional documentation may be required
Trading Objective: (Mark one)			
<input type="checkbox"/> Hedging	<input type="checkbox"/> Speculating		

Name of Primary Account Holder or Title of Account: _____

(Write name exactly as it appears on Social Security Card or Fed ID Registration)

Name of Secondary Acct. Holder: _____

Primary Account Holder Information:

SSN, Fed ID, Cedula, NIT#:	Home Telephone:	
Residential Address: (No PO Boxes)	Fax Number:	
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:		
Employers Name:	Employer's Telephone:	
Employers Address		
City, State, Zip:		
Email Address (if Applicable):	Date of Birth:	
Associated person of a Broker?	Yes <input type="checkbox"/> / No <input type="checkbox"/> (If Yes, please name):	
Have you ever traded securities? <input type="checkbox"/> Yes <input type="checkbox"/> No - If yes, please list number of years:		
Have you ever traded commodity futures or options? <input type="checkbox"/> Yes <input type="checkbox"/> No - If yes, please list number of years:		
List all Firms:		
Identification Type:	ID #	Exp. Date:

Secondary Account Holder Information (If Joint Acct.): YES / NO – Is Secondary Account holder the Spouse of Primary Account Holder?

SSN, Fed ID, Cedula, NIT#:	Home Telephone:	
Residential Address: (No PO Boxes)	Fax Number:	
City, State, Zip:		
Mailing Address (if different):		
City, State, Zip:		
Employers Name:	Employer's Telephone:	
Employers Address		
City, State, Zip:		
Email Address (if Applicable):	Date of Birth:	
Associated person of a Broker?	Yes <input type="checkbox"/> / No <input type="checkbox"/> (If Yes, please name):	
Have you ever traded securities? <input type="checkbox"/> Yes <input type="checkbox"/> No - If yes, please list number of years:		
Have you ever traded commodity futures or options? <input type="checkbox"/> Yes <input type="checkbox"/> No - If yes, please list number of years:		
List all Firms:		
Identification Type:	ID #	Exp. Date:



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Citizenship Information:

Primary:

Are you a U.S. Citizen? Yes [] / No []
Resident Alien? Yes [] / No [] Country of Birth _____
Non-Resident Alien? Yes [] / No [] Country Residing In: _____

Secondary:

Are you a U.S. Citizen? Yes [] / No []
Resident Alien? Yes [] / No [] Country of Birth _____
Non-Resident Alien? Yes [] / No [] Country Residing In: _____

Credit References:

Primary:

Bank Reference (Include City):
Officer:
Account Number:

Secondary:

Bank Reference (Include City):
Officer:
Account Number:

Income:

Table with 3 columns: Income Range, Selection Box, and Letter (A-F)

Net Worth: (Excluding Primary Residence)

Table with 3 columns: Net Worth Range, Selection Box, and Letter (A-F)

Tax Information:

Table with 2 columns: Tax Information Field and Value/Status

(For use by entity account only (i.e. corporations, partnerships, and trusts))

Is this account for a foreign bank? [] Yes [] No - If yes, please list agent for service of process:
Is this account for a foreign shell bank? [] Yes [] No Does this firm offer services to a foreign shell bank? [] Yes [] No
** If you answered yes to any of the questions in this section, Corporation will need to complete a Certification Regarding Correspondent Accounts.

Additional Information:

Table with 2 columns: Question and Answer options (No/Yes) and additional information



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Duplicate Confirmations:

Please send Duplicate confirms to the following address:

Authorized Person:

If a person, other than the primary and/or secondary account holder will be operating this account, list Name, Address, ID# & Employer:

Acknowledgement of Receipt of Disclosures:

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

	<i>Please Initial Each Box Below</i>	<i>Please Initial Each Box Below</i>
Risk Disclosure Statement (CFTC Rule 1.55 for futures and options)	<input type="checkbox"/>	<input type="checkbox"/>
Electronic Trading and Order Routing Systems Disclosure Statement	<input type="checkbox"/>	<input type="checkbox"/>
Single Stock Futures - Security Futures Risk Disclosure Statement	<input type="checkbox"/>	<input type="checkbox"/>
	Customer	Joint Customer

Customer and Authorized Persons Signature:

Primary Account Holder: _____ Date: _____

Secondary Account Holder: _____ Date: _____

Authorized Person (if Applicable): _____ Date: _____

For Office Use Only:

AP Approval: _____ Date: _____

Administrative Approval: _____ Date: _____

Management Approval: _____ Date: _____

ADDENDUM TO CUSTOMER ACCOUNT AGREEMENT

This addendum (the "Addendum") to the Customer Account Agreement entered into by and between Person Financial Services, Inc. ("Person"), broker-dealers for which it clears, and the undersigned customer ("Customer") dated _____, ____, (the "Agreement") is entered into _____, 200_ by and between the undersigned parties.

In consideration of the mutual promises contained herein and the consideration for the Agreement, the parties hereto agree to amend and revise the Agreement as follows:

(a) The following paragraph is an additional paragraph to the Agreement:

If Customer also holds a futures account with Person Financial Futures, Inc., ("PFFI"), Customer hereby authorizes Person, without prior notice, to transfer from any account held with Person to any account held with PFFI, any assets that PFFI represents to Person are reasonably required to avoid the calling of margins for such PFFI account or the payment of any obligations owed Person by Customer. Customer also authorizes Person to request from PFFI assets held by PFFI that in Person's judgment may be reasonably required to avoid the calling of margins for a Person account or the payment of any obligations owed Person by Customer.

(b) To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Agreement or any exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____, 200__.

MADE AND EXECUTED AT _____ THIS _____ DAY OF, _____.

INDIVIDUAL:

[Signature]

[Print name]

[Address]

ENTITY:

[Name]

[Type of Entity, i.e., corporation,
partnership, etc.]

By: _____

Its: _____

[Address]

ADDITIONAL DISCLOSURE MATERIAL

General Information

It is important to note that contract terms and conditions are subject to change and additional contracts may be authorized for trading. Contact your futures commission merchant for details on options contracts. You should also be aware that there may be tax consequences of trading options and should consult with your own tax advisor for such information.

Costs and Fees

Purchasing and Granting Options

If you are purchasing an option, you will pay a premium which must be paid in full when the option position is opened. The purchaser of an option is subject to the risk of losing the entire premium plus transaction costs as a result of adverse price movement, but is not required to make additional payments on an unprofitable option position.

Exchange rules require the grantor of an option to make a margin deposit when the option position is opened, and may require payment of additional margin in the event of adverse market movement. The grantor of an option is subject to the risk of substantial losses which may be many times greater than the margin deposit required to open the option position. The margin requirements of the various exchanges may differ significantly. Exchange margin requirements are minimum requirements, and many futures commission merchants impose more stringent margin requirements upon their customers. You should contact your account executive for specific information on margin requirements for any option position you are considering. Margin requirements are subject to change at any time. Changes in margin requirements may apply retroactively to option positions previously established. Accordingly, option grantors should assure themselves that they have sufficient available capital to meet increases in margin requirements, should such increases occur.

Fees

In addition to premiums and/or margin, you will incur transaction costs such as commissions, floor brokers fees, exchange and clearing house charges, regulatory assessments and tax payments. You may also be charged, after you have paid for your option, either a commission to offset the option or a commission and additional transaction costs, if your option is exercised. In the case of an exercise, you may incur transaction costs for the futures contract which you will receive and subsequently liquidate. Some exchanges impose fees when options are abandoned. All transaction costs are subject to change without notice.

Risks

The trading mechanics are designed to provide for competitive execution and to make available to buyers and sellers a continuous market in which an option once purchased can later be sold; and in which an option, once granted, can later be liquidated by an offsetting purchase. Although each exchange's trading system is designed to provide market liquidity for the options traded on that exchange, it must be recognized that there can be no assurance that a liquid offset market on the exchange will exist for any particular option, or at any particular time, and for some options, no offset market on that exchange may exist at all. In such an event, it might not be possible to effect offsetting transactions in particular options. Thus, to realize any profit, a holder would have to exercise his option and have to assume all risks and to comply with margin requirements for the underlying futures contracts or in the event of an option on a physical commodity, incur the costs and risks of holding the physical good. A grantor could not terminate his obligation until the option expired or he was assigned an exercise notice. You may exercise your option but be unable to liquidate your resulting futures position because the daily price limits or lack of liquidity in the futures market.

Price Limits

As mentioned elsewhere, most exchanges have rules which limit the amount of fluctuation in commodity futures contract prices during a single trading day. Exchanges may also impose daily limits for options contracts. It should, however, be emphasized that not all options and not all futures contracts are subject to such limits, and

(i) for those that are, limits may be removed at some point prior to the respective expiration or deliver, and

(ii) for those that are not, exchange rules may provide for the imposition of limits under certain circumstances.

You should fully understand provisions relating to daily limits which are applicable to a specific option and its related futures contract.

Positions in options and futures markets can be taken or liquidated only if traders are willing to offset trades at or within the limit during the period for trading on such day. The "daily limit" rule does not limit losses which might be suffered by a customer, because it may prevent the liquidation of unfavorable positions. Also, option prices may move the daily limit for several consecutive days, thus preventing liquidation and subjecting a person with a commodity option position to substantial losses.

Transfer of Accounts

A customer may transfer his option account from one futures commission merchant to another. A customer who wishes to make such a transfer should contact his new

futures commission merchant for instructions. Customers should be aware that there may be commissions or costs, fees or other charges related to transfers and these may be assessed by both your old and new futures commission merchants and by any introducing broker with whom you have dealt.

Exercise

Exercise of a commodity option may occur on any trading day prior to expiration date. If you exercise your option on a futures contract and assume a position in the underlying futures contract, you will be subject to all of the risks associated with commodity futures trading and attendant margin requirements. If you assume a position in the physical commodity, you will be subject to all costs and risk associated with ownership of a physical good.

Your futures commission merchant may require advance notice of your intention to exercise, and may impose charges for exercise of the option and fees and commissions for the offset of the resulting futures or physical position. Some options may be automatically exercised. You should check with your futures commission merchant regarding this possibility.

ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to the PENSON FINANCIAL FUTURES, INC. AND/OR BROKER DEALERS FOR WHICH IT CLEARS FUTURES CUSTOMER ACCOUNT AGREEMENT or the breach thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the National Futures Association or such other qualified forum as the undersigned may elect from the list which Penson Financial Futures, Inc. ("Penson") will provide the undersigned within ten days after receipt of notice from the undersigned of intent to arbitrate or at the time Penson notifies the undersigned of its intent to arbitrate. Penson will pay any incremental fees which may be assessed by the arbitration forum for provision of a mixed panel (should the undersigned so elect), unless the arbitrators determine that the undersigned has acted in bad faith in initiating or conducting the arbitration proceeding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

By signing this agreement, the undersigned does not waive the right to seek reparations under Section 14 of the Commodity Exchange Act; however, should the Commodities Futures Trading Commission ("CFTC") decline to institute reparation proceedings upon request, the undersigned's claim or grievance will be subject to this arbitration agreement. Any claims or grievances that do not constitute a violation of the Commodity Exchange Act or regulations must be submitted to arbitration pursuant to this agreement.

CFTC rules require the inclusion of the following notice in this agreement:

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 PENSON 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 PENSON 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 PENSON. SEE 17 CRF 180.1-180.05.

Date

Signature

Date

Signature

**PENSON FINANCIAL FUTURES, INC.
AND/OR INTRODUCING BROKERS FOR WHICH IT CLEARS**

CUSTOMER ACCOUNT AGREEMENT

Account Number:	Full Name and Address on Account	Social Security Number/Tax I.D.

This must match the first named person on this account.

CERTIFICATION OF TAXPAYER ID NUMBER (SUBSTITUTE W-9)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other _____

Under penalty of perjury I certify that:

- (1) The number shown on this form 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 because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement account (IRA), and payments other than interest and dividends).
- (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions --You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of the under reporting of income.

BY SIGNING BELOW, THE UNDERSIGNED AGREES TO ALL TERMS OF THE FUTURES CUSTOMER AGREEMENT PRINTED ON THIS AND THE FOLLOWING PAGES OF THIS DOCUMENT. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE RISK DISCLOSURE STATEMENT AND THE OPTIONS DISCLOSURE STATEMENT REQUIRED BY THE COMMODITIES FUTURES TRADING COMMISSION ("CFTC"), THE MARGIN DISCLOSURE DOCUMENT AND PENSON'S PRIVACY POLICY. THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS READ AND UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT BENEFITS PENSON FINANCIAL FUTURES, INC., INTRODUCING BROKERS FOR WHICH IT CLEARS AND PERSONS RELATED TO EACH OF THE FOREGOING. THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISIONS OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING

Important information about procedures for opening a new account: 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 this means to 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.

Date of Delivery of Privacy Policy: _____

For Use by Individuals, including joint accounts:

Signature: _____

Print Name: _____

Signature (Second Party, If Joint Account): _____

Print Name: _____

Date: _____

For use by entity accounts only (i.e. corporations, partnerships, trusts):

Is this account for a foreign bank? Yes No – If Yes, please list

Agent for service of process: _____

Is this account for a foreign shell bank? Yes No.

Does this firm offer services to a foreign shell bank? Yes No

If you answered yes to any of the above questions, Corporation will need to complete Certification Regarding Correspondent Accounts.

Signature: _____

Print Name: _____

Title: _____ Date: _____

In consideration of the Agreement of PENSON FINANCIAL FUTURES, INC ("Penson"), a registered Futures Commission Merchant ("FCM") with the CFTC, and Introducing Broker, a broker registered as FCM, Introducing Broker, or Commodity Trading Advisor with the CFTC, to act as broker for the undersigned ("Customer") in the purchase or sale of futures (which term shall include contracts relating to immediate or future delivery of commodities, forward and cash contracts, financial futures, and options) Customer agrees, in respect to all futures accounts which Customer now has or may at any future time have with Introducing Broker and/or Penson, or their successors, including accounts from time to time closed and then reopened, as follows:

1. Authorization. Orders for the purchase or sale of futures shall be received and executed with the express intent that actual delivery is contemplated. Except as otherwise set forth herein, all transactions shall be subject to the constitution, by-laws, rules, regulations, customs and usages of the exchange or market where executed (and of its clearing house if any) and to any applicable law, including but not limited to the provisions of the Commodity Exchange Act (the "Act"), as amended, and the rules and regulations thereunder. Penson and Introducing Broker shall have no liability to Customer as a result of any action taken by them to comply with the foregoing. The foregoing provision is intended solely for the protection and benefit of Penson and Introducing Broker and any failure by Penson or Introducing Broker to comply with exchange rules, regulations, customs and usages shall not relieve Customer of any obligations under this Agreement nor be construed to create rights hereunder in favor of Customer. Penson and Introducing Broker reserve the right to refuse to accept any order.

2. Accounts Carried as Carrying Broker. Customer understands that Penson is carrying the Customer's accounts as carrying broker by arrangement with the Customer's Introducing Broker through whose courtesy the Customer's account has been introduced to Penson. Until receipt from Customer of written notice to the contrary, Penson may accept from and rely upon Introducing Broker for (a) orders for the purchase or sale in said account of futures, and (b) any other instructions concerning Customer's accounts. The undersigned represents that Customer understands that you act only to carry Customer's commodities contracts introduced by Introducing Broker, and to arrange to have the trades cleared by a clearing firm and to effect other back office functions for the Introducing Broker. Customer confirms to you that Customer is relying for any advice concerning Customer's accounts solely on the Introducing Broker. Customer understands that all representatives, employees and other agents with whom Customer communicates concerning Customer's account are agents of Introducing Broker, and not Penson's representatives, employees or other agents. Customer understands that Penson is not a principal of or partner with, and does not control in any way, Introducing Broker or its representatives, employees or other agents. Customer understands that Penson will not review Customer's accounts and will have no responsibility for trades made in Customer's accounts. Notwithstanding the foregoing, in the event that Customer initiates a claim against Penson in its capacity as carrying or clearing broker and does not prevail, Customer shall be responsible for the costs and expenses associated with Penson's defense of such claim.

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

4. Transfers. Without prior notice, Penson may transfer any money or other property interchangeably between any accounts in which Customer may have any interest whatsoever. In the event that at any time Customer has an account in futures which comes under the regulation of the Commodity Futures Trading Commission ("CFTC") and also an account in non-CFTC-regulated futures, Customer hereby authorizes Penson, without prior notice to Customer to transfer from Customer's regulated futures account to its non-regulated account such amount of excess funds as in Penson's judgment may be reasonably required to avoid the calling of margins for such other account or the payment of any obligations owed Penson by Customer. In addition, if Customer also holds a securities account with Penson Financial Services, Inc., ("PFSI"), Customer hereby authorizes Penson, without prior notice, to transfer from any account held with Penson to any account held with PFSI, any assets that PFSI represents to Penson are reasonably required to avoid the calling of margins for such PFSI account or the payment of any obligations owed Penson by Customer. Customer also authorizes Penson to request from PFSI assets held by PFSI that in Penson's judgment may be reasonably required to avoid the calling of margins for a Penson account or the payment of any obligations owed Penson by Customer.

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

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

7. Liquidation of Positions. If Customer's account is under-margined or if Penson or the Introducing Broker, in either's sole discretion, determines that it is otherwise insecure with respect to Customer's willingness or ability to fulfill his obligations hereunder (which includes but is not limited to the delivery or exercise of futures, Customer's perceived death, disability or insolvency, or Penson's or Introducing Broker's inability to communicate at any time with Customer), Penson may in its sole discretion and without prior notice to Customer offset any of Customer's open futures positions so as to eliminate such margin deficiency or insecurity, and Customer shall remain liable to Penson for any loss or debit balance that results therefrom, without regard to (a) whether Penson has adhered to margin or other rules of any contract market, or (b) any other term of this Agreement. Likewise, in the event that Customer also has a securities account with PFSI, Customer hereby authorizes Penson, with prior notice and in its sole discretion, to liquidate any assets held in a PFSI account in order to eliminate such margin deficiency or insecurity. Without limiting the generality of the foregoing, this right to offset includes the right, if deemed appropriate in the exercise of Penson's sole discretion, to buy and/or sell any related futures or other property, including but not limited to the use of spreads, straddles and/or off-exchange transactions, such as an exchange-for-physical or other cash transaction, including for Penson's account, in order to effectuate such liquidation.

8. Notices. Any notices and other communications may be transmitted to Customer at the address or telephone number given herein, or at such other address or telephone number as Customer hereafter shall notify Penson in writing. All notices or communications shall be deemed transmitted when telephoned, deposited in the mail, sent via facsimile, electronic transmission or email by Penson. Confirmations, purchase and sale statements and account statements shall be deemed accurate unless written objection is transmitted via facsimile to Penson at (214) 217-4925, such transmission to be made by Customer immediately upon receipt of such notice, but in no event more than 5 business days after the date of such notice. If Customer elects to trade electronically, as referred to below, then all notices by Customer to Penson shall be by email to Futures@penson.com.

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

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

11. Notification of Recording and Credit Check. Pension and Introducing Broker are hereby granted permission to record telephone conversations between their representatives and Customer, and to investigate Customer's credit-worthiness.

12. Independent Relationships. Pension shall have no liability to Customer for any act or omission of any non-guaranteed introducing broker or of the Introducing Broker, its employees or agents, in connection with or arising out of the order-entry, execution, clearance or confirmation of any futures-related transaction for Customer's account, nor shall Pension be liable for its selection of the clearing firm in the absence of its actual knowledge of the clearing firm's inability to perform such functions. Customer agrees to hold harmless and hereby releases the clearing firm from any liability arising from any act or omission of Pension, it being further agreed that Pension and the clearing firm are independent contractors between whom no agency relationship exists.

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

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

15. Expiration Procedures. At least two business days prior to the first notice day in the case of long positions in futures, and at least two business days prior to the last trading day in the case of short positions in futures or long and short positions in options, Customer agrees to either give Introducing Broker or Pension instructions to liquidate or make or take delivery of futures contracts, or to liquidate, exercise or allow the expiration of such options. Customer will deliver to Pension sufficient funds and/or documents required in connection with exercise or delivery. If such instructions, funds and/or documents are not timely received by Pension, Pension may in its sole discretion liquidate Customer positions and may allow such options to expire.

16. Assignability. Customer's rights and duties hereunder may not be assigned other than with the written consent of a corporate officer of Pension. Pension may assign this Agreement to another FCM upon due notice to Customer and otherwise in accordance with applicable regulations of the CFTC.

17. Required Disclosure. THIS STATEMENT IS FURNISHED TO YOU BECAUSE RULE 190.10 (c) OF THE COMMODITY FUTURES TRADING COMMISSION REQUIRES IT FOR REASONS OF FAIR NOTICE UNRELATED TO THIS COMPANY'S CURRENT FINANCIAL CONDITION: (1) YOU SHOULD KNOW THAT IN THE UNLIKELY EVENT OF THIS COMPANY'S BANKRUPTCY, PROPERTY, INCLUDING PROPERTY SPECIFICALLY TRACEABLE TO YOU, WILL BE RETURNED, TRANSFERRED OR DISTRIBUTED TO YOU, OR ON YOUR BEHALF, ONLY TO THE EXTENT OF YOUR PRO RATA SHARE OF ALL PROPERTY AVAILABLE FOR DISTRIBUTION TO CUSTOMERS. (2) NOTICE CONCERNING THE TERMS FOR THE RETURN OF SPECIFICALLY IDENTIFIABLE PROPERTY WILL BE BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION. (3) THE COMMISSION'S REGULATIONS CONCERNING BANKRUPTCIES OF COMMODITY BROKERS CAN BE FOUND AT 17 CODE OF FEDERAL REGULATIONS PART 190.

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

19. Joint Account. If this is a Joint Account, each Customer agrees that the liability of each Customer with respect to said account shall be joint and several. Each Customer shall have authority: (1) to give any instructions with respect to the account, including but not limited to instructions with respect to buying or selling of futures and withdrawals of excess funds; (2) to receive any demands, notices, confirmations, reports, statements and other communications of any kind; (3) to sign any other documents related to the opening or maintenance of this account; and (4) generally to deal with Introducing Broker or Pension in connection herewith as fully and completely as if the other joint tenant or tenants had no interest herein. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures or commodities.

Penson 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.

20. Corporate Account. If this is a Corporate Account, Customer represents and warrants that the Corporation is duly organized and in good standing under the applicable laws of its governance or incorporation and that trading in futures for hedging or speculation is within the powers granted to it. Customer represents that the person entering into this Agreement on behalf of the Corporation has full authority to do so. Notwithstanding the foregoing, you are authorized in your discretion to require action by any combination of corporate officers with respect to any matter concerning the corporate account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures or commodities.

21. Limited Liability Company Account. If this is a Limited Liability Company Account (“LLC”), Customer represents and warrants that the LLC is duly organized and in good standing under the laws of its state organization and that trading in futures (and options thereon) for hedging or speculation is within the powers granted to it. The signator represents that he has full authority to execute this Agreement on behalf of the LLC. Notwithstanding the foregoing, you are authorized in your discretion to require action by any combination of members or managers with respect to any matter concerning the Limited Liability Company account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures, or commodities.

22. Partnership Account. If this is a Partnership Account, Customer hereby represents to Penson that he is a general partner in a general or limited partnership known as it has been completed on the Account Application (the “Partnership”). In consideration of Penson opening one or more futures accounts for and in the name of the Partnership, the signator further represents that as a partner in the Partnership having sufficient interest therein, he has proper authority to sign this Agreement and all related documents on behalf of the Partnership, and for the account and risk of the Partnership, to buy, sell and trade in futures and options thereon of every kind whatsoever, and to borrow money for such purposes in said account in accordance with Penson’s terms and conditions. Notwithstanding the foregoing, you are authorized in your discretion to require action by any combination of partners with respect to any matter concerning the partnership account, including but not limited to the giving or cancellation of orders and the withdrawal of money, securities, futures, or commodities. The general partner has reviewed the registration requirements pertinent to commodity pool operators of the CFTC and the National Futures Association in accordance with the requirements of the Act and the regulations of the CFTC and has determined that the general partner is in compliance with such requirements.

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

24. Electronic Trading. Customer shall bear all responsibility and unconditional liability for any unauthorized access to Customer’s account, including but not limited to any trading losses resulting therefrom. Under no circumstances shall Penson or any other FCM with whom Penson has an omnibus or other clearing relationship have any responsibility or liability to Customer in the event that, whether because of electronic or other mechanical failure, system failure or delay, acts of God or terrorism or any other reason, (a) Customer is unable to access or use the website, whether to place an order, receive account related information or otherwise engage in any futures related activities, or (b) any exchange or clearing corporation sustains any mechanical, electrical or other failure, delay, interruption or congestion, whether or not such results in a failure to maintain an orderly market, failure or delay in the execution, clearance or confirmation of futures transactions for Customers account or otherwise. In order to reduce costs and increase the efficiency in confirming Customer’s trades and reporting account data to Customer, if Customer elects to trade electronically Customer consents to delivery of all his daily statements and margin calls (collectively, “statements”) by email, instead of hard copy, to the email address provided by Customer. This consent is revocable by Customer, in whole or in part, on written notice from Customer to Penson. Customer acknowledges that some electronic markets permit continuous trading and that access to those markets may not necessarily be provided by its introducing broker. Under no circumstances shall Penson bear any liability to Customer for any losses that may result from the inability to access markets due to such restrictions. Customer shall bear sole responsibility for the cancellation of all unexecuted day orders that can be executed during market hours for which access is not provided by Customer’s introducing broker.

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

RISK DISCLOSURE STATEMENT

THE RISK OF LOSS IN TRADING COMMODITY FUTURES CONTRACTS CAN BE SUBSTANTIAL. YOU SHOULD, THEREFORE, CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES. YOU SHOULD BE AWARE OF THE FOLLOWING POINTS:

- 1. You may sustain a total loss of the funds that you deposit with your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move").
- 3. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions on the exchange where the order is placed may make it impossible to execute such orders.
- 4. All futures positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.
- 5. The high degree of leverage (gearing) that is often obtainable in futures trading because of the small margin requirements can work against you as well as for you. Leverage (gearing) can lead to large losses as well as gains.
- 6. You should consult your broker concerning the nature of the protections available to safeguard funds or property deposited for your account.

ALL OF THE POINTS NOTED ABOVE APPLY TO ALL FUTURES TRADING WHETHER FOREIGN OR DOMESTIC. IN ADDITION, IF YOU ARE CONTEMPLATING TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS, YOU SHOULD BE AWARE OF THE FOLLOWING ADDITIONAL RISKS:

- 7. Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange, including the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, customers who trade on foreign exchanges may not be afforded certain of the protections which apply to domestic transactions, including the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction.
- 8. Finally, you should be aware that the price of any foreign futures or option contract and, therefore, the potential profit and loss resulting therefrom, may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the foreign futures contract is liquidated or the foreign option contract is liquidated or exercised.

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 understand this risk disclosure statement.

Date: _____

Signature of Customer

Signature if (Joint Account)

SUBORDINATION AGREEMENT

Funds of customers trading on United States contract markets may be held in accounts denominated in a foreign currency with depositories located outside the United States or its territories if the customer is domiciled in a foreign country or if the funds are held in connection with contracts priced and settled in a foreign currency. Such accounts are subject to the risk that events could occur which would hinder or prevent the availability of these funds for distribution to customers. Such accounts also may be subject to foreign currency exchange rate risks.

By signing this acknowledgment the undersigned authorizes the deposit of funds into such foreign depositories. For customers domiciled in the United States, this authorization permits the holding of funds in regulated accounts offshore only if such funds are used to margin, guarantee, or secure positions in such contracts or accrue as a result of such positions.

In order to avoid the possible dilution of other customer funds, a customer who has funds held outside the United States must further agree that his claims based on such funds will be subordinated as described below in the unlikely event both of the following conditions are met: (1) the customer's futures commission merchant is placed in receivership or bankruptcy, and (2) there are insufficient funds available for distribution denominated in the foreign currency as to which the customer has claim to satisfy all claims against those funds.

By signing this acknowledgment the undersigned agrees that if both of the conditions listed above occur, the customer's claim against Penson Financial Futures, Inc.'s assets attributable to funds held overseas in a particular foreign currency may be satisfied out of segregated customer funds held in accounts denominated in dollars or other foreign currencies only after each customer whose funds are held in dollars or in such other foreign currencies receives its pro-rata portion of such funds. It is further agreed that in no event may a customer whose funds are held overseas receive more than its pro-rata share of the aggregate pool consisting of funds held in dollars, funds held in the particular foreign currency, and non-segregated assets of the futures commission merchant.

I have read and understand the above Subordination Agreement furnished to me by Penson Financial Futures, Inc.

Date: _____

Date: _____

Signature

Printed Name

Signature (If Joint Account)

Printed Name (If Joint Account)

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 exchange's relevant rules also are available on the exchange's internet home page.

PENSON FINANCIAL SERVICES, INC.
PENSON FINANCIAL FUTURES, INC.
PRIVACY POLICY

Penson Financial Services, Inc. carries your account as a clearing broker by arrangement with your broker-dealer as introducing broker. At Penson, we understand that privacy is an important issue for customers of our introducing firms. It is our policy to respect the privacy of all accounts that we maintain as clearing broker and to protect the security and confidentiality of nonpublic personal information relating to those accounts. Please note that this policy applies to former customers as well as current customers.

Personal Information Collected

In order to service your account as clearing broker, information is provided to Penson by your introducing broker who collects information from you in order to provide the financial services that you have requested.

The information collected by your introducing broker and provided to Penson may come from the following sources:

- ? Information received from you, such as your name, address, telephone number, social security number, occupation, and income;
- ? Information relating to your transactions, including account balances, positions, and activity;
- ? Information which may be received from consumer reporting agencies, such as credit bureau reports and other information relating to your creditworthiness; and
- ? Information which may be received from other sources with your consent or with the consent of your introducing broker

Sharing of NonPublic Personal Information

Penson does not disclose nonpublic personal information relating to current or former customers of introducing brokers to any third parties, except as required or permitted by law, including but not limited to any obligations of Penson under the USA PATRIOT Act, and in order to facilitate the clearing of customer transactions in the ordinary course of business.

Penson has multiple affiliates, including Penson Financial Futures, Inc., Penson Worldwide Settlements Ltd., Penson Financial Services Canada, and Integrated Trading Solutions, Inc. These companies along with Penson Financial Services, Inc. are wholly owned subsidiaries of Penson Worldwide, Inc. We may share information among our affiliates, as permitted by law, in order to better service your financial needs.

Security

Penson strives to ensure that our systems are secure and that they meet industry standards. We protect personal information that is provided to Penson by your introducing broker by maintaining physical, electronic and procedural safeguards that either meet or exceed applicable law. Where appropriate, we employ firewalls, encryption technology, user authentication systems (i.e. passwords and personal identification numbers) and access control mechanisms to control access to systems and data. Third parties who may have access to such personal information must also agree to follow appropriate standards of security and confidentiality.

We instruct our employees to use strict standards of care in handling the personal financial information of customers. As a general policy our staff will not discuss or disclose information regarding an account except with authorized personnel of your introducing broker or as required by law or pursuant to regulatory request and/or authority.

Access to Your Information

You may access your account information through a variety of media offered by your introducing broker and Penson (i.e. statements or online services). Please contact your introducing broker if you require any additional information.

Changes to Penson's Privacy Policy

Penson reserves the right to make changes to this policy.

How to Get in Touch with Penson about this Privacy Policy

For your reference, this policy has been posted to our website at www.penson.com.

For more information relating to Penson's privacy policy, please contact

Penson Financial Services, Inc.
Penson Financial Futures, Inc.
ATTN: Legal/Compliance Department
1700 Pacific Avenue, Suite 1400
Dallas, TX 75201
1-800-696-3585



Penson Financial Futures, Inc. US/Foreign Entity Questionnaire

Account Name _____ Account Number _____ Office/AP _____

1. Describe the entity and the nature of its business.
2. Who are the beneficial owners of the entity -- whose money is in the entity?
3. Does any person or entity other than the beneficial owner(s) have trading authority?
4. Does any person/entity receive compensation for trading the entity's money?
5. If yes, what is the nature of that person or entity's relationship to the beneficial owner(s)?
6. Are there investors in the entity?
7. If so, how many?
8. How does the entity get investors?
9. Do any of the individuals/investors in the entity operate a commodity pool or commodity fund?
10. If so, how many funds and how much money under management in aggregate?
11. Is the entity foreign?
12. If foreign, are there any US investors in the entity?
13. If foreign, is the entity's business conducted from any U.S. location? If so, where?

ADDITIONAL INFORMATION AND/OR DOCUMENTATION MAY BE REQUIRED, DEPENDING ON RESPONSES

AP/Supervisor Signature

Print Name and Title

Date

Examples of CIP Documentary Evidence For Entity Accounts

Corporation, Limited Liability Company (LLC), Limited Liability Partnership (LLP)

Certified Articles of Incorporation filed with the State, or

Statement of Information (formerly called Domestic Stock Certificate), certified by the state, or

Valid Fictitious Business Name Statement (DBA Statement); Certified by the county clerk, if operating under a name not stated in the Articles of Incorporation, or

Proof of Publication, if applicable: A copy of an affidavit from a newspaper publication shows proof of publication of the DBA statement. The DBA becomes null and void with no publication. NOTE: A Corp. can do business as another corp., or

Business license, or

Certificate of Good Standing: Statement confirming that the Corp. is in good standing filed with the authorized public official of the state.

General Partnership, Sole Proprietorship

First and last page of Partnership Agreement, or

Copy of letter from IRS assigning TIN, or

Business license, or

Valid Fictitious Business Name Statement (DBA Statement); Certified by the county clerk, if operating under a name not stated in the Articles of Incorporation, or

Proof of Publication, if applicable: A copy of an affidavit from a newspaper publication shows proof of publication of the DBA statement. The DBA becomes null and void with no publication. NOTE: A Corp. can do business as another corp.

Association

First and last page of Partnership Agreement, or

Copy of letter from IRS assigning TIN, or

Copy of letter from IRS awarding tax exempt or non profit status Business license, or

Valid Fictitious Business Name Statement (DBA Statement); Certified by the county clerk, if operating under a name not stated in the Articles of Incorporation, or

Proof of Publication, if applicable: A copy of an affidavit from a newspaper publication shows proof of publication of the DBA statement. The DBA becomes null and void with no publication. NOTE: A Corp. can do business as another corp.