

COMMODITY CUSTOMER AGREEMENT

THIS AGREEMENT IS A LEGAL CONTRACT. PLEASE READ CAREFULLY.

This commodity customer agreement ("Agreement") is entered into between Open E Cry, LLC ("OEC") and the undersigned customer ("Customer"). In consideration of OEC agreeing to carry one or more accounts of Customer and providing services to Customer in connection with the purchase of, sale of, or execution of transactions in futures contracts, options on futures contracts, forward or leverage contracts, physical commodities, securities, options on securities, foreign futures contracts, options on foreign futures contracts, exchange of futures for physicals, foreign exchange contracts, options on foreign exchange contracts, domestic and foreign currencies and any similar instruments (collectively referred to as "Commodity Interests") which may be purchased or sold by or through OEC for Customer's account(s) ("Account(s)"), Customer agrees as follows:

1. CUSTOMER REPRESENTATIONS AND WARRANTIES.

If Customer is a corporation, limited liability company, partnership, trust or other than a natural person, Customer represents and warrants that:

- (a) Customer is the sole owner of Customer's Account(s) and is suitable to trade Commodity Interests; and,
- (b) no person or entity, except as disclosed in writing to OEC, has an interest in Customer's Account(s); and,
- (c) all information provided to OEC is true, correct and complete as of the date of this Agreement; and,
- (d) Customer will notify OEC promptly in writing of any changes in such information; and,
- (e) Customer agrees to notify OEC of the identity of any other person or entity who owns or controls the trading of Customer's Account(s), has a financial interest in Customer's Account(s) or the identity of any other Account(s) carried by OEC which the Customer controls or in which the Customer owns any interest; and,
- f) all checks or wire transfers received by OEC from Customer's bank account(s) shall be deemed to have been sent with the requisite authority by Customer; and,
- (g) Customer has all requisite authority pursuant to applicable federal and state law and regulation to enter into this agreement and trade Commodity Interests for Customer's Account(s).

If Customer is a natural person, Customer represents and warrants that:

- (a) Customer is the sole owner of Customer's Account(s) and is of sound mind, legal age and legal competence and suitable to trade Commodity Interests; and,
- (b) no person or entity, except as disclosed in writing to OEC, has an interest in Customer's Account(s); and,
- (c) all information provided to OEC is true, correct and complete as of the date of this Agreement; and,
- (d) Customer will notify OEC promptly in writing of any changes in such information; and,
- (e) Customer agrees to notify OEC of the identity of any other person or entity who owns or controls the trading of Customer's Account(s), has a financial interest in Customer's Account(s) or the identity of any other account(s) carried by OEC which the Customer controls or in which the Customer owns any interest; and,
- (f) all checks or wire transfers received by OEC from Customer's bank account(s) shall be deemed to have been sent with the requisite authority by Customer; and,

(g) Customer is not an employee of any securities or futures exchange, any corporation in which any securities or futures exchange owns a majority of the capital stock, any member of any securities or futures exchange or any firm registered on any securities or futures exchange and if Customer becomes so employed Customer will promptly notify OEC in writing of such employment; and,

(h) Customer is not an employee of any bank, trust or insurance company and if Customer becomes so employed Customer will promptly notify OEC in writing of such employment.

2. AUTHORIZATION TO TRADE.

Customer agrees that OEC is authorized to purchase, sell and otherwise execute transactions in Commodity Interests for Customer's Account(s) in accordance with Customer's oral, telephonic, electronic, facsimile or written instructions. Unless instructed by Customer to the contrary in writing, OEC is authorized to purchase, sell or otherwise execute transactions in Commodity Interests for Customer's Account(s) on such securities or futures exchanges or over-the-counter markets as OEC deems appropriate. If Customer places orders in Commodity Interests orally, telephonically or electronically, Customer hereby waives any defense that such order was not in writing if, or as, required by any statute. OEC will attempt to execute all orders in Commodity Interests which OEC may, in OEC's sole discretion, choose to accept for the purchase, sale or execution of transactions in Commodity Interests for Customer's Account(s) in accordance with the oral, telephonic, electronic, facsimile or written instructions of Customer.

3. CUSTOMER'S FINANCIAL ABILITY.

Customer agrees that Customer's representations of Customer's financial ability to withstand losses and to meet margin requirements with regard to Customer's Account(s) is a major consideration for OEC's acceptance of such Account(s). Customer agrees to immediately notify OEC if Customer is unable to sustain a loss or is unable or unwilling to meet any actual or reasonably anticipated margin requirement with regard to Customer's Account(s).

Customer authorizes OEC or OEC's agents to investigate Customer's credit standing and to contact such banks, financial institutions and credit agencies as OEC shall deem appropriate to verify credit information with regard to Customer. Customer further authorizes OEC to investigate Customer's current and past investment activity and to contact such futures commission merchants, securities and futures exchanges, broker-dealers and compliance data centers as OEC shall deem appropriate to verify investment information. Customer hereby directs all such sources to cooperate with OEC with regard to such investigations which shall be done at OEC's expense. OEC shall not be held liable by reason of accepting Customer's representations or silence or by failing to investigate Customer's financial standing, credit standing or investment activity whether in the past, present or future. Customer agrees to immediately notify OEC of any material change in Customer's financial standing or credit standing or of any dissolution, liquidation, bankruptcy or any similar act relating to or affecting Customer. Customer agrees that if such an event occurs, OEC is authorized to liquidate any Commodity Interests in Customer's Account(s) in accordance with Section 11 below without prior notice or demand to Customer.

Customer agrees that if Customer is a member of any exchange and OEC acts as Customer's primary clearing member, Customer shall maintain all of Customer's Account(s) exclusively with OEC. OEC may waive OEC's right to be such Customer's sole brokerage firm if such Customer satisfies OEC that the maintenance of any other account(s) will not adversely affect such Customer's financial ability. OEC's waiver must be in writing and signed by a OEC officer to be effective.

4. RECORDINGS.

Customer agrees that OEC is authorized, but not required, at any time to record by tape, wire or other method, with or without a periodic tone signal, all telephonic or other oral communications between Customer and OEC. Customer agrees to the use of such recordings and transcripts of the same, if any, as evidence by OEC in connection with any dispute or proceeding that may arise involving Customer or OEC. Customer understands that OEC destroys such recordings, if any, at regular intervals in accordance with OEC's established business procedures. Customer agrees to such destruction.

5. OEC'S RESPONSIBILITIES.

Customer agrees that OEC shall not be responsible or liable for any losses, damages, costs or expenses (including, without limitation, loss of profits, loss of use, direct, indirect or consequential damages) caused directly or indirectly by any events, actions or omissions beyond the control of OEC. Customer agrees that such events, actions or omissions include, without limitation, delays or inaccuracies in the transmission of orders or other instructions with regard to Customer's Account(s) due to a breakdown or failure of any communication, transmission or execution facility. Customer understands that securities or futures exchanges on which Commodity Interest trading occurs may impose daily trading limits with regard to the trading of certain Commodity Interests and may, from time to time, change such trading limits. Customer understands trading limits may cause trading in a certain Commodity Interest to cease, thereby preventing the liquidation of an adverse Commodity Interest position to Customer's financial detriment.

6. ELECTRONIC TRADING.

Customer agrees that if Customer trades Commodity Interests electronically (including, without limitation, via the internet, electronic mail, electronic bulletin board, facsimile or other similar means ("Electronic Medium")) OEC shall not be held responsible or liable for any losses, damages, costs or expenses (including, without limitation, loss of profits, loss of use, direct, indirect or consequential damages) arising from:

- (a) any failure or malfunction of any of OEC's electronic order entry system(s) including, without limitation, Customer's ability or inability to enter, change or cancel an electronic order(s) for Customer's Account(s); or,
- (b) any fault or error with regard to the delivery, price report, fill report, delay, omission, suspension, execution or termination of an electronic order(s) for Customer's Account(s); or,
- (c) any fault or error with regard to the maintenance of any or all of OEC's electronic order entry system(s) or any of OEC's or any securities or futures exchange's facilities used to support any such electronic order entry system(s).

Customer agrees that Customer is solely responsible for maintaining sufficient margin, which shall be no less than that required by the applicable securities or futures exchange on which such Commodity Interest is traded (but may be greater as determined in OEC's sole and absolute discretion), with regard to Commodity Interests traded electronically by Customer for Customer's Account(s). Customer agrees that OEC is not responsible or liable to Customer for accepting or refusing to accept any electronic order(s) for Customer's Account(s) for which Customer has not deposited and maintained sufficient margin.

7. GOVERNMENTAL, NATIONAL FUTURES ASSOCIATION, AND EXCHANGE RULES.

Customer agrees that this Agreement and all purchases, sales and transactions with regard to Commodity Interests for Customer's Account(s) shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the securities or futures exchange or other applicable market (and its clearing organization, if any) where executed and to all applicable federal and state laws and regulations and those of any other regulatory body. If any statute, rule or regulation is enacted or adopted subsequent to the execution of this Agreement by any governmental authority, the Commodity Futures Trading Commission ("CFTC"), the National Futures Association ("NFA"), any other duly registered futures association, a securities or futures exchange or clearing organization which shall be binding upon OEC and shall affect in any manner or be inconsistent with any provisions of this Agreement, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation and all other provisions of this Agreement shall continue in full force and effect. Customer agrees that Customer shall not acquire any independent legal or contractual rights with regard to any such statute, rule or regulation.

8. MARGINS AND DEPOSIT REQUIREMENTS.

Customer agrees to maintain in Customer's Account at all times collateral or margin as required in OEC's sole and absolute discretion. Customer agrees that in no case shall such collateral or margin be less than that required by the securities or futures exchange on which the Commodity Interest traded by Customer for Customer's Account(s) is traded, however such collateral or margin required may exceed that established by such securities or futures exchange in OEC's sole and absolute discretion. Customer agrees that margin requirements are subject to change without notice and will be enforced retroactively and prospectively.

Customer agrees that if at any time Customer fails to maintain sufficient collateral or margin in Customer's Account(s), Customer shall pay immediately upon demand by OEC all margin owing with regard to Customer's Account(s). Customer agrees to meet all demands by OEC for margin within a reasonable time after such demand and in such manner as requested by OEC, which may include wire transfer of immediately available funds. Customer agrees to provide OEC with the names of bank officers and information necessary for immediate verification of such wire transfers.

Customer agrees that one hour may be deemed a reasonable time to meet a margin demand. However, Customer agrees that OEC, in OEC's sole and absolute discretion, may request that margin be met in a lesser period of time. Customer agrees that OEC's failure to require satisfaction of a margin demand within one hour or lesser period of time on any occasion shall not be deemed a waiver of OEC's right to require such satisfaction on any subsequent occasion.

Customer agrees that Customer's failure to receive a margin demand does not relieve Customer of the obligation to maintain margin in Customer's Account(s) as required by OEC or any securities or futures exchange. OEC's obligation, if any, to demand margin prior to liquidation of Customer's Account(s) shall be satisfied by one attempt to establish contact with Customer by telephone, facsimile or other Electronic Medium as determined in OEC's sole and absolute discretion.

Notwithstanding any provision contained in this Section, OEC may at any time proceed to liquidate Customer's Account(s) in accordance with the provisions of Section 11 below.

9. OPTIONS TRADING.

Customer understands that futures exchanges and their clearinghouses have established certain cut-off times for the tender of instructions to exercise, or prevent the exercise of, options on commodity futures and other Commodity Interests (each an "Option" and collectively "Options") which are purchased or sold by Customer for Customer's Account(s). Customer understands that OEC may establish cut-off times for the tender of instructions to exercise, or prevent the exercise of, Options which are lesser than those established by the futures exchange on which such Option is traded. Customer agrees to accept full responsibility for knowing such cut-off times and tendering such instructions to exercise, or prevent the exercise of, Options which are purchased or sold by Customer for Customer's Account(s). Customer agrees that OEC has no responsibility whatsoever to exercise, or prevent the exercise of, Options in Customer's Account(s) (including, without limitation, Options that may be "in the money").

Customer understands that certain futures exchanges and their clearinghouses automatically exercise Options which are "in the money" unless instructed otherwise. Customer understands that short Options are subject to assignment at any time, including the day on which short Options may be established, and that such assignments are allocated OEC-comply. Customer understands that any such assignment will result in a corresponding futures or cash position in Customer's Account(s) which may subject Customer to additional margin requirements. Customer agrees that Customer's Account(s) shall be charged separate commissions at such rates which are in effect from time to time upon the exercise or offset of Options in Customer's Account(s).

10. COLLATERAL AND LENDING AGREEMENT.

Customer agrees that all monies, funds, reserves, deposits, securities, negotiable instruments, Commodity Interests, cash, cash equivalents and property (collectively "Property") belonging to Customer or in which Customer has an interest which are held by OEC, either individually or jointly with others or as guarantor of the account(s) of any other person, shall be subject to a general lien and security interest for the discharge of Customer's obligations to OEC, wherever or however arising and without regard to whether OEC has made any advances with regard to such Property. Customer agrees that OEC is authorized to sell or purchase any and all such Property without notice to Customer to satisfy such general lien or security interest.

Customer irrevocably appoints OEC as Customer's attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien or security interest with regard to Customer's Property. Customer agrees that OEC may, in OEC's sole and absolute discretion, without notice to Customer apply and/or transfer any or all of Customer's Property between Customer's Account(s). Customer grants OEC the right to pledge, re-pledge, hypothecate, invest with or loan to OEC as broker or to others any of Customer's Property held by OEC, separately or together with any Property of other customers, as margin or collateral for Customer's Account(s) (including, without limitation, OEC's right to engage in securities repurchase and reverse repurchase agreements with others). Customer

agrees that OEC shall not be required to deliver the identical Property delivered or purchased by OEC for any of Customer's Account(s).

Customer agrees that if Customer takes delivery of a Commodity Interest, OEC may utilize such Commodity Interest (or any other property, warehouse receipts or evidence of ownership of such Commodity Interest) as collateral for a bank loan. Customer agrees that the proceeds from such bank loan may be used by OEC to pay for the Commodity Interest (or evidence of ownership of such Commodity Interest) until re-delivery of the Commodity Interest and/or payment by Customer in full, including interest, for the same. The rights granted to OEC pursuant to this Section are subject to the applicable requirements with regard to the segregation of customer funds and property under the Commodity Exchange Act, as amended.

11. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES.

Customer agrees that if Customer fails to deposit and maintain sufficient Property in Customer's Account(s) to satisfy any margin requirement (whether original or variation), or whenever OEC in OEC's sole and absolute discretion deems it necessary for OEC's protection, OEC may, without prior demand or notice, liquidate the Commodity Interest positions in Customer's Account(s) (including, without limitation, by exchange of futures for physical transaction(s)), hedge and/or offset such Commodity Interest positions in the cash market or otherwise or sell or otherwise liquidate any Property belonging to Customer or in which Customer has an interest. Customer agrees that OEC may cancel any of Customer's open orders for the purchase or sale of any Commodity Interest or buy or borrow any property required to make delivery against any such sales, including a short sale, all solely for Customer's Account(s) and risk. Customer agrees that any such sale or purchase may be public or private and may be made without advertising or notice to Customer and in such manner as OEC may, in OEC's sole and absolute discretion, determine. Customer agrees that no demands, tenders or notices which OEC makes or gives to Customer shall invalidate Customer's aforesaid waiver of the same. Customer agrees that at any such sale OEC may purchase the property free from any right of redemption and Customer shall not make any claim against OEC concerning the manner or timing of the sale.

Customer agrees that the proceeds of any transaction(s) effected under the provisions of this Section shall be applied toward any indebtedness owed by Customer to OEC. Customer agrees to accept full responsibility for any remaining deficit balances in Customer's Account(s). Customer agrees that if the proceeds of any transaction(s) effected under this Section are insufficient for the payment of all Customer's liabilities due to OEC, Customer shall promptly on demand pay the deficit and all unpaid liabilities and charges in accordance with the provisions of this Agreement, together with interest thereon equal to three percentage points above the then prevailing prime rate at OEC's principal bank or twelve (12) percent per annum, whichever is higher. Customer agrees that Customer is responsible for all costs of collection of such deficit balances including, without limitation, all expenses, attorneys' fees, pre-judgment interest, witness fees and travel expenses.

12. DELIVERY MONTH LIQUIDATION INSTRUCTIONS.

Customer agrees that liquidation instructions with regard to open Commodity Interest positions maturing in such Commodity Interest's expiration month must be given to OEC at least five (5) business days prior to the first notice day with regard to long Commodity Interest positions, and, in the case of short Commodity Interest positions, at least seven (7) business days prior to the last trading day. Alternatively, Customer agrees to deposit with and provide to OEC sufficient monies or funds to take delivery of the Commodity Interest along with the necessary delivery documents within these same time periods. Customer agrees that if neither instructions or sufficient monies or funds and delivery documents are received from Customer, OEC may, but is not required to, without notice, either liquidate Customer's Commodity Interest positions or make or receive delivery on behalf of Customer. Customer agrees that OEC may, but is not required to, liquidate such Customer's Commodity Interest positions or make or receive such delivery on such terms and by such methods as determined in OEC's sole and absolute discretion, including, without limitation, in accordance with Sections 10 and 11.

13. CHARGES.

Customer agrees to pay such fees, brokerage, commissions, service charges, transaction fees and all other reasonable and customary fees (including, without limitation, storage, delivery, document retrieval, give-up, give-in, wire transfer and execution fees) as OEC may impose or which may be imposed by any securities or futures exchange or regulatory organization. Customer agrees that securities or futures exchange, clearing, brokerage and NFA fees may be charged as

separate items for each transaction in Customer's Account(s). Customer agrees that all fees are subject to change without notice. Customer agrees that Commodity Interest transactions effected on the MidAmerica Commodity Exchange may include a "changer fee" and the amount of such fee, if any, included in a transaction price will be provided upon request. Customer agrees that if Customer's Account(s) is transferred to or from another futures commission merchant a reasonable transfer charge may be imposed and charged to Customer's Account(s).

14. CONFIRMATION AND NOTICES.

Customer agrees that reports of the confirmation of Commodity Interest trades and statements of Customer's Account(s) (collectively "Reports") shall be deemed to have been received by Customer when transmitted by OEC orally or by Electronic Medium or by U.S. mail three (3) days after mailing of the same, whichever is earlier. Customer agrees that such Reports shall be conclusive and binding on Customer if not orally objected to by Customer immediately upon receipt and such objection is also received by OEC in writing within five (5) days thereafter. Customer agrees that oral and written notification of objections to such Reports shall be directed to OEC's compliance department at the address appearing on the Reports. Customer agrees that any such objections shall only be deemed to have been received by OEC if delivered by registered mail return receipt requested.

Customer agrees that Customer's failure to object in accordance with this Section shall be deemed ratification of all actions or inactions taken by OEC prior to Customer's receipt of such Reports. Customer agrees that Customer's failure to receive a Report shall not relieve Customer of the obligation to timely object to any transactions with regard to Customer's Account(s). Customer agrees that if Customer fails to receive Reports for Customer's Account(s) within seven (7) days from the date of a transaction in Customer's Account(s) such transaction shall be conclusive and deemed ratified by Customer.

15. COMMUNICATIONS.

Customer agrees that Reports, statements, notices and any other communications may be transmitted to Customer at the address given in Customer's Account documentation or to such other address as Customer may from time to time designate in writing to OEC. Customer agrees to waive all claims arising from Customer's failure to receive such Reports, statements, notices and other communications if Customer fails to notify OEC's compliance department in writing of a change of address, facsimile number and/or electronic mail address, as the case may be. Customer agrees that all Reports, statements, notices and other communications shall be deemed received by Customer when transmitted by OEC orally or by Electronic Medium or by U.S. mail three (3) days after mailing of the same, whichever is earlier.

16. OEC'S OBLIGATIONS.

Customer agrees that OEC is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, actions of independent floor brokers, persons beyond OEC's control, war, strike, natural disaster, or wire malfunction, delay in mails or any other delay in or inaccuracy in the transmission of orders or information due to a failure or breakdown of communication facilities. Customer agrees that all Commodity Interest information, including, without limitation, price quotations and trade price reports, are subject to change, error and delay in reporting and Customer agrees that reliance on such information is at Customer's sole risk. Customer agrees that Customer is bound to the actual execution price of Commodity Interest transactions on the securities or futures exchange, over-the-counter market, cash market or otherwise on which a Commodity Interest is executed and that OEC is not bound by erroneous transaction price reports communicated to Customer. Customer agrees that OEC shall only be liable for its actions or inactions which amount to fraud or gross negligence.

17. CURRENCY FLUCTUATION RISK.

Customer agrees that if Customer effects any Commodity Interest transaction in a foreign currency that:

- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be solely for Customer's Account(s) and risk; and,
- (b) all initial and subsequent deposits of margin in Customer's Account(s) shall be made in U.S. dollars (which may be waived in OEC's sole and absolute discretion) in such amounts as OEC may in OEC's sole and absolute discretion require; and,

(c) OEC is authorized to convert monies and funds in Customer's Account(s) into or from such foreign currency at a rate of exchange determined by OEC in OEC's sole and absolute discretion on the basis of then prevailing money market rates.

18. TRADING RECOMMENDATIONS.

Customer agrees that:

(a) any market information and recommendation communicated by OEC to Customer does not constitute an offer to sell or the solicitation of an offer to buy any Commodity Interest; and,

(b) such information and recommendation, although based upon information obtained from sources believed by OEC to be reliable, may be based solely on a broker's opinion and such information may be incomplete and unverified; and,

(c) OEC makes no representation, warranty, covenant or guarantee as to and shall not be responsible for the accuracy or completeness of any such information or trading recommendation furnished to Customer.

Customer agrees that OEC and/or OEC's officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell Commodity Interests which are the subject of market information and recommendations furnished to the Customer and that the market position of OEC or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the information and recommendations furnished by OEC to Customer. Customer agrees that OEC makes no representations concerning the tax implications or treatment of Commodity Interests recommended by OEC to Customer.

Customer agrees that if Customer grants trading authority or control over Customer's Account(s) to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, OEC shall not be responsible for reviewing Customer's choice of such Trading Agent or making any recommendations with regard to such Trading Agent. Customer agrees that OEC makes no representations or warranties with regard to the Trading Agent and that OEC shall not be responsible for any loss to Customer resulting from the actions or inactions of the Trading Agent. Customer agrees that OEC does not, by implication or otherwise, endorse or approve the operating methods of any Trading Agent. Customer agrees that if Customer gives Trading Agent authority to exercise any of Customer's rights over Customer's Account(s) Customer does so at Customer's own risk. Customer agrees that the provisions set forth in this Section apply whether or not any Trading Agent was recommended by OEC to Customer or chosen of Customer's own volition.

19. FOREIGN BROKER OR FOREIGN TRADER NOTICE.

Customer agrees that if Customer is a foreign trader (i.e. a non-U.S. resident who owns or controls a Commodity Interest Account(s)) or a foreign broker (i.e. a non-U.S. resident who carries a Commodity Interest Account(s) for any other person) Customer agrees that CFTC Regulation 15.05 designates OEC as Customer's agent (and in the case of a foreign broker the agent of such foreign broker's customers) for purposes of accepting delivery and service of communications issued by the CFTC with regard to any futures or options on futures contracts which are or have been maintained in accounts carried by OEC. Customer agrees that service or delivery of any such communication to OEC shall constitute valid and effective service or delivery on Customer (and in the case of a foreign broker the customers of such foreign broker). Customer agrees that CFTC Regulation 21.03 requires Customer to provide to the CFTC upon special call market information with regard to Customer's futures and options on futures trading. Customer agrees that if Customer fails to respond to the special call the CFTC may direct the appropriate contract market and all brokers to prohibit further trades for or on Customer's behalf (and in the case of a foreign broker for or on the behalf of the customers of such foreign broker) in the contract specified in the call unless such trades offset existing open Commodity Interest positions. Customer understands that pursuant to CFTC regulation 21.03(g) if Customer believes that the action taken by the CFTC is detrimental Customer shall have the opportunity for a prompt hearing after the CFTC acts.

20. NO WAIVER OR AMENDMENT, ADDENDUMS TO AGREEMENT.

Customer agrees that no provision of this Agreement may be waived or amended except in writing signed by a principal of OEC. Customer agrees that no oral agreements or instructions contrary to any provision of this Agreement will be recognized or enforceable. Customer agrees to be bound to any amendments to this Agreement unless Customer

objects in writing within three (3) business days after delivery of the notice of such amendments. Such notice shall be deemed to have been delivered when transmitted by OEC by Electronic Mail or by U.S. mail three (3) days after mailing of the same, whichever is earlier. Customer agrees that the failure of OEC to enforce any provision of this Agreement at any time shall not be construed to be a waiver of such provision and shall not in any way affect the validity of this Agreement or OEC's right to thereafter enforce each and every provision of this Agreement. Customer agrees that no waiver or amendment shall be implied from OEC's conduct, action or inaction.

Customer agrees that any and all addendums to this Agreement shall have the same force and effect as the provisions of this Agreement and are expressly incorporated herein by reference. Terms in any and all addendums shall have the same meanings as defined in this Agreement unless otherwise defined. Customer agrees that if any provision of any addendum conflicts with any provision of this Agreement, this Agreement shall control.

21. BINDING EFFECT.

Customer agrees that this Agreement shall be continuous and shall cover, individually and collectively, all of Customer's Account(s) at any time with OEC and shall be binding on Customer and/or Customer's estate, executor, trustees, administrators, legal representatives, successors and assigns. Customer agrees that by executing this Agreement Customer ratifies all transactions with OEC effected prior to the date of this Agreement and agrees that the rights and obligations of Customer shall be governed by the provisions of this Agreement. This Agreement shall inure to the benefit of OEC's present organization and any successor organization irrespective of any changes at any time of personnel for any cause whatsoever. Customer agrees that OEC may, subject to the applicable rules and regulations of the CFTC, NFA and securities or futures exchanges, assign this Agreement and transfer Customer's Account(s) to another futures commission merchant or introducing broker.

22. TERMINATION.

This Agreement shall continue in effect until termination and may be terminated by Customer only when Customer has no open Commodity Interest positions in Customer's Account(s), no liabilities held by or owed to OEC and on the actual receipt by OEC at its principal office of written notice of termination by Customer. Customer agrees that OEC may terminate this Agreement at any time whatsoever when notice of such termination is transmitted by OEC orally or by Electronic Medium or by U.S. mail three (3) days after mailing of the same, whichever is earlier. However, such termination by OEC shall not affect any transactions previously entered into and shall not relieve either OEC or Customer of any obligations set out in this Agreement, including, without limitation, Customer's obligation to satisfy any deficit balances in Customer's Account(s).

23. INDEMNIFICATION, PAYMENT OF COSTS.

Customer agrees to indemnify and hold OEC, OEC's officers, directors, employees, affiliates, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorneys' fees, interest and pre-judgment interest incurred by OEC arising out of Customer's failure to fully and timely perform Customer's agreements herein or in the event that any of Customer's representations and warranties fail to be true and correct. Customer agrees to pay promptly to OEC all damages, costs and expenses, including attorneys' fees, interest and pre-judgment interest incurred by OEC in the enforcement of any of the provisions of this Agreement and any other agreements between OEC and Customer. Customer agrees that if Customer should commence any action against OEC in any judicial, arbitration or administrative forum (including, without limitation, CFTC reparations proceedings and NFA arbitrations), whether in law or equity, arising out of or relating to this Agreement and Customer fails to prevail in such action, OEC shall be entitled to, and Customer shall be liable to OEC for, OEC's costs of defending the same, including, without limitation, attorneys' fees incurred in defense of such action.

24. PERMISSION TO TAKE THE OTHER SIDE OF A TRADE.

Customer agrees that a situation may arise whereby OEC, a OEC officer, director, affiliate, associate, employee, floor broker or floor trader may be the opposing broker for a Commodity Interest trade entered for the Customer's Account(s). Customer consents to any such transaction, subject to the limitations and conditions, if any, contained in the rules or regulations of the CFTC, NFA or any securities or futures exchange.

25. AUTHORITY.

Customer represents and warrants that Customer has the requisite authority to engage in the transactions contemplated pursuant to this Agreement and that by entering into this Agreement and trading Commodity Interests, Customer and Customer's principals, if any, will not be violating any statute, contract, prohibition or the rules and regulations of any authority by which Customer is bound. Customer agrees that, having authorized the opening of Customer's Account(s), Customer will undertake to affirmatively supervise Customer's agents and employees to determine that they are not acting in excess of their authority with regard to deposits, withdrawals, trading activity or in any other manner. Customer also represents and warrants that Customer has, and agrees that Customer will, fully and timely advise all persons and entities which have, may have or will have an interest in Customer, Customer's income, Customer's assets and Customer's activities of this Agreement and the Commodity Interest transactions in Customer's Account(s).

26. TERMS AND HEADINGS.

As used in this Agreement the term "OEC" shall be deemed to include Open E Cry, LLC, OEC's parent, subsidiaries, affiliates, successors and assigns. As used in this Agreement the term "Customer" shall mean the party (or parties) executing this Agreement and those with an interest in the assets of Customer's Account(s). The paragraph headings in this Agreement are inserted for convenience or reference only and are not deemed to limit the applicability or affect the meaning of any of the provisions of this Agreement.

27. ACCEPTANCE.

This Agreement shall not be deemed to be accepted by OEC or become a binding contract between Customer and OEC until approved at OEC's principal office.

28. CONSTRUCTION.

Customer agrees that Customer has been advised to and had the opportunity to seek independent attorneys, accountants or other advisers with regard to this Agreement and the provisions set forth herein. Customer and OEC agree that this Agreement shall not be construed against any party for having drafted it.

29. GOVERNING LAW, VENUE, CONSENT TO JURISDICTION, SEVERABILITY.

This Agreement has been made and delivered at Chicago, Illinois. Its validity, construction and enforcement shall be governed by the laws of the state of Illinois without reference to choice or conflicts of law principles. This Agreement constitutes the entire understanding between OEC and Customer with regard to the subject matter set forth herein. Whenever possible each portion of this Agreement shall be interpreted in such a manner to be valid and effective under applicable law. However, if any provision of this Agreement shall be invalid under or prohibited by such applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition without affecting the validity of the remainder of such provision or the remaining provisions of this Agreement. **CUSTOMER AGREES NOT TO COMMENCE ANY LEGAL OR ADMINISTRATIVE ACTION AGAINST OEC UNTIL ANY DEFICIT BALANCE IN CUSTOMER'S ACCOUNT(S) IS SATISFIED.**

CONSENT TO JURISDICTION

ALL ACTIONS, DISPUTES, CLAIMS OR PROCEEDINGS, INCLUDING, WITHOUT LIMITATION, ANY ARBITRATION PROCEEDING (INCLUDING NFA ARBITRATIONS AND CFTC REPARATIONS CLAIMS) ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE CUSTOMER AND OEC, OR ANY ORDERS PLACED OR TRANSACTIONS EFFECTED FOR THE CUSTOMER'S ACCOUNT(S), WHETHER OR NOT INITIATED BY OEC, SHALL BE ADJUDICATED ONLY IN COURTS OR OTHER DISPUTE RESOLUTION FORUMS LOCATED IN THE CITY OF CHICAGO, STATE OF ILLINOIS. CUSTOMER SPECIFICALLY CONSENTS AND SUB. MITS TO JURISDICTION OF ANY STATE OR FEDERAL COURT OR ARBITRATION OR REPARATION TRIBUNAL LOCATED WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. CUSTOMER WAIVES ANY CLAIM CUSTOMER MAY HAVE THAT: (A) CUSTOMER IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OR

ARBITRATION OR REPARATION TRIBUNAL LOCATED WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, (B) CUSTOMER IS IMMUNE FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGEMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH REGARD TO CUSTOMER OR CUSTOMER'S PROPERTY, (C) ANY SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, (D) THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER, OR (E) THIS CONSENT OR THIS AGREEMENT BETWEEN CUSTOMER AND OEC MAY NOT BE ENFORCED IN OR BY SUCH COURT OR TRIBUNAL.

BY SIGNING THIS CONTRACT CONTAINING THIS CONSENT TO JURISDICTION CUSTOMER ASSENTS TO THE JURISDICTION SET FORTH ABOVE AND ACKNOWLEDGES THAT THESE CLAUSES WERE FREELY AND KNOWINGLY NEGOTIATED BETWEEN OEC AND CUSTOMER.

30. RISK ACKNOWLEDGMENT.

CUSTOMER ACKNOWLEDGES THAT INVESTMENT IN COMMODITY INTEREST CONTRACTS IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND IS APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS IN EXCESS OF THEIR MARGIN DEPOSIT. CUSTOMER UNDERSTANDS THAT BECAUSE OF THE HIGH LEVERAGE INVOLVED IN COMMODITY INTEREST TRADING, PRICE CHANGES IN THE UNDERLYING COMMODITY MAY RESULT IN SIGNIFICANT LOSSES, LOSSES WHICH MAY SUBSTANTIALLY EXCEED CUSTOMER'S INVESTMENT AND MARGIN DEPOSIT. CUSTOMER WARRANTS THAT CUSTOMER IS WILLING AND ABLE, FINANCIALLY AND OTHERWISE, TO ASSUME THE RISK OF COMMODITY INTEREST TRADING, AND IN CONSIDERATION OF OEC'S CARRYING CUSTOMER'S ACCOUNT(S) CUSTOMER AGREES NOT TO HOLD OEC RESPONSIBLE FOR LOSSES INCURRED THROUGH FOLLOWING OEC'S TRADING RECOMMENDATIONS OR SUGGESTIONS OR THOSE OF OEC'S EMPLOYEES, AGENTS OR REPRESENTATIVES. CUSTOMER RECOGNIZES THAT GUARANTEES OF PROFIT OR FREEDOM FROM LOSS ARE IMPOSSIBLE IN COMMODITY INTEREST TRADING. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED NO SUCH GUARANTEES FROM OEC OR FROM ANY OF OEC'S REPRESENTATIVES OR ANY INTRODUCING BROKER OR OTHER ENTITY WITH WHOM CUSTOMER IS CONDUCTING CUSTOMER'S ACCOUNT AND HAS NOT ENTERED INTO THIS AGREEMENT IN CONSIDERATION OF OR IN RELIANCE UPON ANY SUCH GUARANTEES OR SIMILAR REPRESENTATIONS.

CUSTOMER AGREEMENT AND ACKNOWLEDGEMENT

The undersigned acknowledges that he or she has received, read, fully understands and agrees to be bound by the Commodity Customer Agreement:

- FOR CORPORATIONS (An authorized Officer must sign)
- LIMITED LIABILITY COMPANIES (authorized LLC Member or Manager must sign)
- PARTNERSHIPS (each General Partner must sign)
- TRUSTS (all Trustees must sign)
- FOR INDIVIDUAL JOINT ACCOUNTS (all Account Holders must sign)

Print Name of Corporation, LLC, Partnership, or Trust

Signature Date

Authorized Signature Date

Signature Date

Print Name & Title

Signature Date