

CUSTOMER ONLINE SERVICES AGREEMENT

This Agreement is made and entered into as of the date indicated below by and between R.J. O'Brien & Associates Inc., an Illinois corporation ("RJO"), and the undersigned (the "Customer").

WHEREAS, RJO is registered as a Futures Commission Merchant ("FCM") with the Commodity Futures Trading Commission ("CFTC") and is a member of the National Futures Association ("NFA"); and

WHEREAS, RJO provides clearing and execution services to customers maintaining accounts for the purpose of trading and investing in financial products, including, but not limited to, commodity futures contracts and options on commodity futures contracts ("Commodity Interests"); and

WHEREAS, RJO has developed an electronic order entry platform ("System") for the purpose of facilitating the entry of customer orders trading in Commodity Interests; and

WHEREAS, the Customer and RJO have entered into a Customer Agreement providing that RJO provide clearing and execution services to the Customer relating to an account or accounts ("Account(s)") established for the Customer for the purpose of trading Commodity Interests; and

WHEREAS, the Customer wishes to have access to the System for the purpose of trading the Account(s); and

WHEREAS, the parties wish to memorialize the terms and conditions with respect to RJO affording access to the System to the Customer;

NOW THEREFORE, in consideration of the foregoing, the premises and mutual promises, covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree:

IMPORTANT: READ THIS AGREEMENT BEFORE USING THE SYSTEM. SIGNING THIS AGREEMENT AND/OR USE OF THE SYSTEM CONSTITUTES ACCEPTANCE BY THE CUSTOMER OF ALL OF THE FOLLOWING TERMS.

1. Access to the System. RJO shall afford reasonable access to the System to the Customer, including providing the Customer with the requisite software, written materials, and/or other media necessary and sufficient to provide such access, pursuant to the terms and

conditions hereinafter set forth in this Agreement. RJO shall provide reasonable technical support to the Customer regarding the System. In addition, RJO shall provide the Customer with all such direct changes, adjustments, upgrades and/or improvements to the System (which constitute an integral part of the System), and the Customer shall cooperate with RJO's efforts to change, adjust, upgrade and/or improve to the System. In the event that the Customer's Account(s) is/are introduced by an Introducing Broker ("IB") or another FCM, such IB or FCM will be responsible for providing the Customer with a password and username necessary to provide the Customer with access to the System. In the event that no intermediary is introducing the Customer's Account(s), RJO will provide the Customer with a password and username necessary to provide access to the System. It is understood and agreed that RJO's duties under this Agreement are non-exclusive, and that RJO may provide access to the System to other customers trading Commodity Interests.

2. The Customer's Duties and Responsibilities. The Customer shall be responsible for maintaining adequate security measures to ensure that Customer's password and username are kept confidential. Further, the Customer shall take reasonable and appropriate steps to reduce or limit trading errors resulting from the Customer's access to the System. Such measures may include placing limits on the number of contract placed per order or placing limits on the price at which an order may be placed.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL R.J. O'BRIEN & ASSOCIATES INC., ITS SHAREHOLDERS, OFFICERS, EMPLOYEES, OR AFFILIATES (COLLECTIVELY, "RJO") BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR LOSSES OR COSTS RESULTING FROM INCONVENIENCE, DELAY, LOSS OF USE OF THE SYSTEM, UNAUTHORIZED ACCESS TO THE SYSTEM, OR ANY ERROR OR OMISSION CONTAINED THEREIN OR RESULTING THEREFROM. Without limiting the generality of the foregoing, RJO shall not be liable for any loss resulting from the System's failure, including but not limited to breakdown of software, hardware, electronic or mechanical equipment or communication lines, telephone or Internet problems, unauthorized access, theft, operator errors, labor stoppages, or any other cause over which RJO does not exercise direct or indirect control.

4. System Information. The Customer acknowledges that some of the information available on the System, including information concerning the Customer's trading and account activity, market quotations, market news, charts, trading analysis and strategies ("Information"), is produced by RJO (including, but not limited to, portions of RJO's Market Letter segment) and by various independent sources believed by RJO to be reliable (the "Information Providers"). The Information provided by RJO and the Information Providers is the property of RJO, the Information Providers or others and may be protected by copyright. The Customer agrees not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without the express written consent of RJO and the relevant Information Provider(s) or to use the Information for any unlawful purpose. The Customer further acknowledges that the accuracy, completeness, timeliness, and correct sequencing of Information on the System is not guaranteed by RJO or the Information Providers, and agrees that neither RJO nor the Information Providers shall have any liability for any decision made or taken by the Customer in reliance upon System or Information or any interruption of the System. The Customer acknowledges that RJO and the Information Providers shall have no obligation to back up, preserve or restore the Information.

Customer acknowledges that the context and any opinions expressed by its introducing broker through the use of Instant Messaging and Broker Alerts are those of the introducing broker and do not necessarily reflect the opinions of RJO.

5. No Assurance. The Customer acknowledges that all orders placed through the System are solely for the account and risk of the Customer. The Customer agrees that RJO's execution of trades for the Account(s) is on a "best efforts" basis. The Customer acknowledges that RJO, the exchange on which orders are to be executed and regulatory authorities may from time to time establish or revise limits on the number and type of contracts and orders that can be transmitted electronically. The Customer also understands that orders which the Customer transmits for execution through the System are not reviewed by RJO for accuracy or otherwise; provided, however, that RJO reserves the right to require margin to be deposited in the Accounts (in such amounts, at such times, and in such form as RJO may in its sole discretion determine) prior to the transmittal of any order through the System. RJO will not be responsible for any delay or failure to provide System services, including the execution of any order, in the event that there is a restriction on the Account(s) arising out of a delay or failure to make such a margin deposit.

6. Receipt of Orders; Confirmations. Orders placed through the System shall not be deemed to be bona fide orders received by RJO until such time as the Customer shall have received from RJO, through the System, an external confirmation number for such order. It is the Customer's responsibility to print and retain evidence of the order and the associated confirmation number of same. The Customer understands that the Customer must monitor the System at all times for confirmation of the receipt of orders and executed trades and immediately to report any failure to receive such reports to the appropriate order execution or supervisory desk.

7. Indemnification. The Customer agrees to indemnify and hold RJO, the Information Providers, shareholders, and its and their officers, employees, agents and affiliates harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or relating to the Customer's breach of this Agreement or the use of the System by the Customer and/or any person using the System facilities made available to the Customer by RJO.

8. System Access. RJO reserves the right to terminate the Customer's access to the System, or any portion of the System, in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Customer's user ID and password and/or account number(s), breach of this Agreement, or breach or termination of the Customer Agreement with RJO.

9. NO WARRANTIES. ALL EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR UNDERTAKINGS, WHETHER ORAL OR IN WRITING, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SYSTEM INFORMATION OR ANY ASPECT OF THE SYSTEM (INCLUDING BUT NOT LIMITED TO ACCESS TO THE SYSTEM AND ORDER EXECUTION) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Customer Information. The Customer agrees that RJO may hold and process by computer or otherwise information obtained as a result of the Customer's use of the System which may be accessed and used by RJO for operational purposes, credit assessment, or statistical analysis.

11. Intellectual Property Rights. The Parties hereby agree and acknowledge that RJO shall retain all rights, titles, and interest in the System and to any modifications or improvements made thereto. The Customer will not obtain any rights in the System, and the Customer acknowledges RJO's exclusive rights in the System. Neither the System nor its component parts (including, but not limited to images) may be downloaded, sublicensed or separated from the System, except as specifically provided for in this Agreement. The Customer may not modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the System. The Customer further agrees not to duplicate, make copies of, distribute or provide others with the System or to sell, rent, encumber, redistribute, lease, sublicense, use the System in a time sharing or service bureau, resell for profit (or otherwise) the System or create any derivative works of System or any part thereof, including translation or localization, or remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels that appear in or on the System, without the prior written consent of RJO. The Customer may not publicize or distribute any registration, code algorithms, information, or registration codes used by the System without the prior written permission of RJO.

12. Miscellaneous

a. This Agreement shall not be assignable by the Customer but shall be assignable by RJO in connection with the sale, transfer or other disposition of its business or to any of RJO's affiliates controlled by or under common control with RJO.

b. All notices required or desired to be delivered under this Agreement shall be in writing and shall be effective when delivered personally on the day delivered, or, when given by registered mail, postage prepaid, return receipt requested, on the day of receipt, addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If RJO:

R.J. O'Brien & Associates Inc.
222 S. Riverside Plaza, Suite. 900
Chicago, Illinois 60606

Attention:

If the Customer:

Attention: _____

c. This Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois. The parties agree to bring any judicial action, including any complaint, counterclaim, cross-claim, third party complaint or any arbitration proceeding, arising directly or indirectly in connection with this Agreement only in courts or before arbitrators located within Chicago, Illinois, unless the parties voluntarily in writing expressly submits to another jurisdiction. The parties also consent and submit to the jurisdiction of any state or federal court located within Chicago, Illinois, or the federal court closest to Chicago, Illinois.

d. All captions used in this Agreement are for convenience only, are not a part hereof, and are not to be used in construing or interpreting any aspect hereof.

e. This Agreement may be executed in counterparts, each such counterpart to be deemed an original, but which all together shall constitute one and the same instrument.

f. This Agreement supplements and forms a part of RJO's Customer Agreement with the Customer and shall be incorporated into such Clearing Agreement from and after the date hereof. Except with respect to the Customer Agreement, this Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein, and the terms of this Agreement are contractual and not a mere recital. No other agreement, verbal or otherwise, shall be binding among the parties unless it is in writing and signed by the party against whom enforcement is sought.

g. This Agreement may not be amended except by the express written consent of the parties hereto. No waiver of any provision of this Agreement may be implied from any course of dealing between or among any of the parties hereto or from any failure by any party hereto to assert its rights under this Agreement on any occasion or series of occasions.

h. The provisions of this Agreement shall survive the termination of this Agreement with respect to any matter arising while this Agreement was in effect.

i. It is understood that this Agreement shall apply to each party's respective affiliates, shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns.

Agreed and Accepted

Date

Customer Name Printed

Signature

Title (if applicable)

Telephone Number (Office)

Telephone Number (Home)

R.J. O'BRIEN & ASSOCIATES INC.

By: _____

Its:

FOR OFFICE USE ONLY:

Introducing Broker or Futures Commission Merchant

Office Number

492900