

End User License Agreement

By installing, copying, accessing or transmitting data to or through software or the computer systems upon which the software operates (the “System”) or use the services R.J. O’Brien & Associates, LLC or its affiliates (collectively, “RJO”) provides electronically through the System, either directly or indirectly through third party service providers or exchanges (the “Service”), you agree to be bound by the terms of this End User License Agreement (the “Agreement”) and any additional terms of use applicable to the System or Service incorporated into this Agreement by reference. By installing, copying, accessing or transmitting data to or through the System or using the Service you also enter into this Agreement on behalf of each and every individual or company for whose benefit you use the System or Service and you hereby represent to RJO that you have the authority to bind such individual or company.

This Agreement supplements and does not replace any other agreement you may have with RJO. Nothing in this Agreement alters or modifies the terms of any other agreement between you and RJO. In the event that there is a conflict between this Agreement and any other agreement between you and RJO, this Agreement shall prevail. All transactions using the System or Service shall be subject to the applicable agreements between you and RJO.

1. License Grant and Right of Use. RJO hereby grants you a non-exclusive, non-sublicensable, non-transferable, revocable, limited term license to use, access and benefit from the System or Service solely for your own internal business purposes in accordance with this Agreement and in exchange for any fees as may be required by RJO. Fees may be subject to modification by RJO at any time, upon notice to you. The System or Service may be a proprietary system developed and offered by RJO or a third party system offered by another broker, vendor or exchange (all herein referred to as “Providers”). You or your Permitted Users (as defined herein) may be required to enter into agreements with those Providers or comply with additional terms and conditions that RJO communicates to you from time to time in order to use or continue to use the System or Service. You shall solely be liable for any consequences resulting from non-compliance with the foregoing. If the System or Service, or any aspect thereof, is sponsored by a third party, you agree that RJO shall have all of the rights and benefits under the terms of any agreements between the third party and you as if RJO was a party to such agreement.

Under no circumstance are you entitled to sell, sublicense, assign, rent, lease, provide or transfer use of any portion of the System or Service to another third party or allow another third party to use the System or Service without RJO’s written consent, which may be withheld in its sole discretion.

The license granted herein is subject to and contingent upon you satisfying each of the requirements set forth in this Agreement and all other agreements with RJO. RJO shall have sole and complete control over, and reserves the right at any time to make changes to the configuration, appearance or content of the System or Service.

2. Access. You will restrict access to the System or Service to specific employees, agents or customers of yours who have been given authority by RJO, who are properly licensed and who you properly train and qualify (“Permitted Users”). You will require all Permitted Users to comply with the terms of this Agreement. You agree to properly supervise all Permitted Users pursuant to applicable laws, rules, or regulations from all applicable governmental, regulatory or self-regulatory bodies or agencies (collectively, “Applicable Law”). You shall not make the System or Service available to any person who has been subject to any governmental or regulatory action that would limit or prohibit them from using the System or Service. You agree to furnish any documents or disclosures provided by RJO to your Permitted Users.

If so requested, you agree to immediately provide, in writing, a list of Permitted Users to RJO and any changes thereto.

You agree not to disclose any username, password, access device, access code or other security measures (all herein referred to as "Access Methods") to the System or Service to any unauthorized third party. You accept full responsibility for the Permitted Users' use and protection of the Access Methods as well as for any transaction occurring in an account opened, held or accessed through the Access Methods. You shall be legally bound by any electronic order entry and account access agreement with RJO upon clicking an "I Accept" button (or other similar indicia of acceptance) after entering the required Access Methods. Such acceptance shall be deemed to be an adequate substitute for and as effective as a written signature performed manually by you and shall be deemed to satisfy any writings requirements of any Applicable Law despite being written and accepted electronically. RJO's electronically stored record of the date on which you accept such an agreement shall be conclusive evidence as to the effective date. You represent, warrant and agree that any individual who has possession of any Access Methods is a Permitted User or your duly authorized representative, having power and authority to legally bind you in this manner.

You accept responsibility for monitoring your account and shall take all reasonable steps to prevent unauthorized access to the technology that facilitates your access to the System or Service. You will immediately advise RJO in writing if you become aware of the following: (a) any loss, theft or unauthorized use of your Access Methods and/or account numbers; (b) any failure by you to receive a communication indicating that an order was received and/or executed; (c) any failure by you to receive an accurate confirmation of an execution; d) any receipt of confirmation of an order and/or execution which you did not place; or (e) any inaccurate information in your account balances, positions or transaction history or compilations thereof. You acknowledge and agree that any unauthorized use of the System or Service will be at your sole risk and will for all purposes be binding upon, you as if such use had in fact been made by you.

RJO reserves the right at any time, in its sole discretion, to (a) temporarily or permanently suspend or restrict access to the System or Service and (b) terminate any account for inactivity or use other than as contemplated. Further, RJO reserves the right in its sole discretion to institute or change policies at any time.

- 3. Intellectual Property.** Any software, files or data used or provided to you in connection with the System or Service, including without limitation any files, patches, updates, manuals, documentation, schematic, source code, object code, applets, in-browser applications, derivative works based on any of the foregoing, or any other similar or related files or software are the sole and exclusive property of RJO or its Providers. As between you and RJO, you acknowledge and agree that RJO has exclusive ownership of, and title to, all RJO copyrights, trademarks, service marks, patent rights, trade secrets and/or intellectual property rights in the System or Service and any information or content therein ("RJO IP"). You shall not and shall not permit any third party to copy, modify, alter, print, list, de-compile, disassemble or otherwise seek to reverse engineer the System or Service whether in whole or in part or to attach, integrate with, or repackage access to the System or Service or otherwise connect the System or Service to any hardware or software without RJO's prior written consent, which may be given or withheld in its sole discretion. You receive no copyright, intellectual property rights or other rights in the System or Service except those specifically set forth in this Agreement and shall not assert, claim any interest in, seek to register directly or indirectly, or take any action that may adversely affect the validity of any RJO IP or other notices of proprietary rights of RJO including, without limitation, any act that may infringe, lead to the infringement or dilute the distinctiveness of any RJO IP or other notices of proprietary rights of RJO.

You will promptly notify RJO in writing if you become aware of any violation or threatened infringement of RJO's or its Providers' proprietary rights in the System or Service. Your use of the System or Service may be monitored by RJO and the resultant information may be used by RJO for internal purposes.

- 4. Transactional Activity.** The System or Service may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and Applicable Law. You agree to any financial liability for any trades executed through the System or Service after entering the required Access Methods. You confirm that to the extent the System or Service permits the entry of orders, indications of interest or instructions for processing that may result in trades, instructions for delivery of funds or securities, either by check, wire transfer, journal or otherwise, all instructions entered using Access Methods shall be your sole responsibility and you hereby authorize RJO to act in accordance with those instructions and agree to settle any resulting transactions in the ordinary course of business. You agree to indemnify and defend RJO or the respective Providers and its or their directors, officers, employees, agents or affiliates against any claims, costs, expenses (including reasonable attorney's fees) and losses that RJO or Provider incurs to third parties arising out of your use or any Permitted User's use of the System or Service. The terms contained in any confirmation issued to you through the System or Service are subject to change or correction based on the trade supplied to RJO by the relevant entity with which the trade was transacted.

Use of the System or Service for trading activity requires you to maintain one or more accounts with RJO in good standing and in accordance with any applicable account agreements, procedures or other documents that may be required by RJO or by Applicable Law from time to time (the "Account Documents"). You agree that that all transactions shall be subject to reasonable risk management and supervisory controls, policies and procedures you have established and maintain. RJO's obligations with respect to the execution, confirmation and settlement of electronically transmitted orders actually received by RJO shall be the same as would otherwise be applicable if the orders had been transmitted via telephone or facsimile. RJO shall not be deemed to have received any order or communication electronically by you until RJO has actual knowledge of such order or communication. Orders actually received by RJO under this Section shall be governed by the applicable Account Documents.

RJO, from time to time, may restrict trading in certain commodities, currencies or derivatives, or transactions on a certain market or platform for regulatory or other reasons and may, in the sole discretion of RJO, decline to execute any instruction or to open any new account. All transactions entered into using the System or Service are for your account and solely at your own risk, and you are solely responsible for ensuring the accuracy of the transactions and for settling any such transactions in a timely manner. You agree to place all orders in accordance with any trading limits or conditions imposed by Applicable Law or by RJO in its sole discretion and RJO has no obligation to accept, execute or cancel any instructions. You understand that RJO may modify any trading limits applicable to you at any time, including a reduction to zero, without any prior notice in its sole and absolute discretion. RJO shall retain the right, without prior notice, to reject any transaction, to vary or cancel any transaction and to discontinue accepting transactions from you.

- 5. Disclaimer of Warranties.** THE SYSTEM OR SERVICE IS PROVIDED "AS IS" AND RJO, OR WHERE APPLICABLE, THE PROVIDER, MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. RJO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES WHO MAY PROVIDE CONTENT OR OFFER OTHER SERVICES. RJO, OR WHERE APPLICABLE, THE PROVIDER, DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SYSTEM OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SYSTEM OR SERVICE WILL MEET ANY PARTICULAR CRITERIA OR PERFORMANCE OR QUALITY. RJO, OR

WHERE APPLICABLE, THE PROVIDER, EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. NEITHER RJO NOR ANY PROVIDER FURNISHING INFORMATION GUARANTEES OR MAKES ANY REPRESENTATION OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CORRECTNESS,

SEQUENCE, ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS OF THE SYSTEM OR SERVICE OR ANY QUOTATIONS OR DERIVED DATA, NEWS, POSITION PRICING, MARKET DATA OR ANY OTHER INFORMATION FURNISHED HEREUNDER.

6. **Limitation of Liability.** Neither RJO or Provider, nor any of their respective directors, officers, employees, agents or affiliates shall have any liability for any of the following (a) inability to receive orders or to transmit information, whether about order execution or any related messages for any reason whatsoever; (b) a failure, malfunction, delay, or interruption of service in any hardware or software; (c) a failure, malfunction, delay, or interruption of telecommunications service; (d) a delay or inaccuracy in the electronic preparation of statements or the distribution of market information by means of the System or Service; (e) system access issues or system capacity issues; (f) security breaches or unauthorized access beyond the reasonable control of RJO; (g) an error by you in inputting the order; (h) an error on receiving the order by RJO; (i) rejection of any order for any reason whatsoever; (j) the acts or omissions of third parties; or (k) errors made by the System or Service.

You acknowledge that from time to time, and for any reason, the System or Service may not be operational or otherwise available for use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause, and you agree to hold RJO and its directors, officers, employees, agents, contractors, affiliates, facilities, information providers, Providers, licensors, and clearing organizations harmless from liability or any damage which results from the unavailability of the System or Service. You acknowledge that you have alternative arrangements, which will remain in place for transmission and execution of your orders, by telephone, facsimile transmission, or otherwise, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the System or Service. In the event the System or Service is not operational, you agree to contact your account representative to make alternative order entry arrangements.

UNDER NO CIRCUMSTANCES SHALL RJO, PROVIDER OR ANYONE ELSE INVOLVED IN CREATING PRODUCING, DELIVERING OR MANAGING THE SYSTEM OR SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ALLEGED BREACH OF WARRANTY OR ACTION BROUGHT IN CONTRACT, TORT OR STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY FROM ANY ALLEGED BUG, DEFECT OR DEFICIENCY IN THE PERFORMANCE OR OPERATION OF, OR INABILITY TO USE, THE SYSTEM OR SERVICE, INCLUDING ANY TRADING LOSSES, FOREGONE GAINS OR FAILURE TO SUCCESSFULLY IMPLEMENT ANY INVESTMENT STRATEGY, EVEN IF RJO OR PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT DEFINES YOUR SOLE AND EXCLUSIVE REMEDY. YOU HEREBY ACKNOWLEDGE THAT ANY USE OF THE SYSTEM OR SERVICE IS AT YOUR SOLE RISK.

7. **Investment Advice.** This Agreement does not relate to any money managing advice, investment advisory services or the responsibilities RJO may have to you as a result of any brokerage or investment advisory relationship, any of which shall be established through a separate agreement, if any. RJO is not undertaking to manage money or provide advice with respect as to the advisability of investing in, purchasing or selling commodities, to give tax or legal advice, or to act as a fiduciary with respect to any of your accounts by virtue of this Agreement. RJO shall not be deemed to have recommended any

transaction effected through the System or Service. RJO may engage in trading for its proprietary accounts, if any, and on behalf of accounts under RJO's management, which could affect the value or terms of transactions. RJO may enter into transactions at prices different from the prices reflected through the System or Service.

- 8. Indemnity.** You are solely liable for your use and any Permitted User's use of the System and Service. In addition to any other indemnity provided herein, you agree to indemnify, defend and hold RJO and each Provider and its and their respective directors, employees, affiliates and agents (the "Indemnities") harmless from and against all claims, demands, proceedings, suits, actions, losses (direct, indirect or otherwise), liabilities, costs and expenses (including attorney's fees and disbursements), paid in settlement, incurred or suffered by the Indemnities arising from or relating to (i) your use and any Permitted User's use of, reliance upon or inability to use the System or Service or the transactions contemplated hereunder, (ii) any breach of this Agreement, (iii) Your and your Permitted users gross negligence or willful misconduct (iv) failure to maintain the security of Access Methods, or (v) any violation of Applicable Law.

This indemnity provision shall survive termination of this Agreement.

- 9. Verification and Audit Rights.** You shall permit RJO to verify that you have complied with the terms of this Agreement and you agree to cooperate fully with any such verification process. During the term of this Agreement and/or use of the System or Service and for a period of six months thereafter, RJO shall have the right, upon reasonable prior written notice during normal business hours, to access your relevant files, computers and/or equipment solely for the purpose of auditing and verifying your compliance with the terms of this Agreement and inspecting the use of the System or Service. Further, you shall procure agreement from any Permitted User to the foregoing before any such Permitted User has access to the System or Service.
- 10. Third Party Rights.** You acknowledge and agree that each applicable Provider under this Agreement is a third party beneficiary of these provisions and shall have the ability to enforce its rights accordingly as if it were a party to this Agreement in place of RJO.
- 11. Market Data.** If market data is provided through the System or Service, you shall use such market data only in the manner it is presented through the System or Service and will not download, extract, redistribute, use or permit any third party to access or use such market data in any other system, service or for any other reason without RJO's prior written consent, which may be withheld in RJO's sole discretion. The receipt of market data may be contingent upon your execution of such other third party agreements provided by exchanges, news and other information sources (collectively "Sources"), as may be required to receive various forms of market data that will be provided through the System or Service. Neither RJO nor any Sources are responsible or liable if any such data or information is inaccurate or incomplete in any respect.
- 12. Covenants, Representations and Warranties.** You represent and warrant that you are not engaged in the business of distributing market data and that you are receiving the market data as authorized hereunder. You agree that you will not use or permit any other person to use market data for any illegal purpose. You agree that you will not use market data in any way to compete with RJO or an exchange (or provider) in their respective businesses, nor use the market data in any way so as to assist or allow a third party to compete with RJO or a Provider in their respective businesses. You agree that the provision of market data hereunder is conditional upon your strict compliance with the terms of this Agreement and that RJO or an exchange (or third party content provider) may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been

any default or breach by you of the provisions hereof. You further represent and warrant (which representations and warranties shall be deemed to be repeated by you upon each transaction that is entered into or through the System or Service) that: (i) you have all consents, rights, authority and have taken all actions necessary to enter into this Agreement and use the System or Service as set forth herein; (ii) you currently are, and will remain at all times through the term of this Agreement, in compliance with all Applicable Law and your use of the System or Service as contemplated by this Agreement does not violate any Applicable Law; (iii) the execution of this Agreement or use of the System or Service, performance of your rights or obligations hereunder, binds you and does not conflict with or violate any provision of your corporate documents or any judgment of any court or other governmental body with jurisdiction over you or your assets; (iv) all documents and other information provided to RJO is true, correct and complete in all material respects; (v) the person executing this Agreement has all authority to enter into this Agreement individually and on behalf of you; (vi) you are adequately trained and knowledgeable about the System or Service provided hereunder; and (vii) you understand and will comply with all applicable rules of any exchange accessed via the System or Service including, but not limited to, the rules related to wash trades, cross trades and/or block trades at all times.

If any of the above representations or warranties ceases to be true at any time, you will immediately notify RJO and RJO shall have the right to terminate your use of the System or Service upon such notice.

- 13. Receipt of market data.** RJO may, in its discretion, discontinue disseminating market data or change or eliminate its own transmission method, speed or signal characteristics. RJO reserves the right to terminate your receipt of market data for any reason or no reason.

(1) Except as provided in (2) below, you will use market data only for your own internal business activities (internal business activities shall exclude subsidiaries and affiliates) and only at the offices and locations and on the devices designated by you in writing to RJO from time-to-time. (The term “for its own internal business activities,” as used in the immediately preceding sentence herein, means for your (a) trading, for your account or the account of your customers (b) evaluating, for your own internal business decisions or (c) for providing advice to your customers, the movements or trends in markets for cash or derivative instruments, subject to all of the limitations set forth below in this sub paragraph as the telephonic disclosure to customers of a necessary and de minimis number of segments of market data.) You agree that you will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the market data, in any format, to any other party of any office or location other than that designated by RJO nor allow any other party to take, directly, or indirectly, any of the market data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the market data from being taken therefrom. You specifically agree, without limiting or varying its obligations set forth in this Agreement, that you shall not use or permit another person to use any market data for the purposes of (i) creating derived data products based upon or derived from the market data, (ii) determining or arriving at any price, including any settlement prices, for cash or derivatives contracts, or like derivatives instruments traded on any exchange; and (iii) for any other derived works that will be disseminated, published or otherwise used externally. You will abide by any other limitations on such use that RJO may specify from time to time. You will use your best endeavors to ensure that Permitted Users maintain sole control and physical possession of, and sole access to, market data received through devices in your possession.

(2) Notwithstanding (1), you may, in the regular course of your business, occasionally furnish, to each of your customers and branch offices, in a quantity restricted to that necessary to enable you to conduct your business, a de minimis number of segments of market data, provided that such market data does not include any OTC market data. (The term “OTC market data”, as used in the immediately preceding

sentence herein, means market data relating to over the counter cash or derivatives contracts.) Such dissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthetization or any other technology and must be strictly related to the trading activity of you or any such recipients. Any such recipient must be advised by you that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. You agree to use reasonable endeavors to ensure that such recipient abide by the above provisions.

You acknowledge and agree that only the access, receipt and consumption of Display Data is permitted hereto without further formality. Any dealings whatsoever in relation to Non-Display Data applications using Non-Display Data requires RJO's express written consent. (The term "Non-Display Data, as used in the immediately preceding sentence herein, means market data which is accessed, processed, or consumed, in any way whatsoever other than by way of its display on a device)." Non-Display Data may include, without limitation: (1) automated trading applications used for the purpose of generating quotations or executing transactions automatically or algorithmically without displaying market data; (2) derived data applications used for the purpose of creating partly or entirely original created work and/or intellectual property creation such indices, quotes, volume, weighted average prices, portfolio evaluation services and analytic reference figures without displaying market data; (3) Reference price based application used for the purpose of deriving or calculating a reference price for trading and for trade execution without displaying market data; (4) index calculations used for the purpose of calculating indices; (4) other applications used for risk management, quantitative analysis, fund management, portfolio management, instrument pricing, compliance, account or audit activities, etc. market data which is not Non-Display Data is "Display Data".

- 14. Reporting.** Any use of Non-Display Data whatsoever and, if relevant, the number of users must be promptly reported to RJO.

You agree to furnish promptly to RJO, any relevant exchange (or Provider) and their respective affiliates or agents, any information or reports that may be requested or required by RJO or an exchange (or Provider) from time to time, which are reasonably related to your receipt and/or use of market data.

You acknowledge and agree that exchanges and their respective affiliates have exclusive and valuable property rights in and to the market data (or in the case of Providers who are licensing data through exchanges, such Provider has exclusive and valuable proprietary rights), that such market data constitute Confidential Information, trade secrets and/or proprietary rights of an exchange, not within the public domain, that such market data shall remain Confidential Information, trade secrets and/or proprietary rights of an exchange and that you would have no rights or access to such market data.

- 15. Information.** Information that may be provided through the System or Service, including market data, or through links within ("Information"), has been independently obtained by third parties, various markets and their affiliates, and through other outside Sources. The accuracy, completeness, timeliness or correct sequencing of the Information is not guaranteed by RJO or the Providers. There may be delays, omissions or inaccuracies in the Information. The Information is not to be construed as an endorsement, recommendation, investment advice or an offer or solicitation to buy or sell futures or other financial instruments of any kind but solely as a resource to you. You will not rely solely on the Information for trading purposes but shall independently verify market prices through customary trading channels.

- 16. Proprietary Rights in the market data.** You acknowledge and agree that disclosure of any market data, or any breach or threatened breach of any undertakings, warranties, representations and/or agreements contained herein, would cause irreparable injury to an exchange (or a Provider) for which money damages would be an inadequate remedy. You further acknowledge and agree that an exchange (or Provider) shall

be entitled to specific performance and injunctive and other equitable relief from breach or threatened breach of any provision, requirement, undertaking, representation, warranty and/or agreement (including, without limitation, any disclosure or threatened disclosure of market data) in addition to and not in limitation of and without prejudice to the availability of any other legal or equitable remedies which may be available.

17. Compliance with Applicable Law. You acknowledge that Applicable Law may apply to your use of, or processing of transactions through, the System or Service. You and each Permitted User shall comply with all such Applicable Laws and shall remain in good standing with any governmental or regulatory authorities exercising jurisdiction over you or any Permitted User. You agree not to use the System or Service for any unlawful purpose or for any purpose in violation of this Agreement. You agree to protect RJO's and/or Provider's respective contractual, statutory and common law rights in the System or Service.

RJO shall not be responsible for your compliance with the Applicable Laws. You agree that this Agreement is expressly subject to all such Applicable Laws and shall be deemed modified to the extent necessary to conform therewith in the event of any inconsistency. You will comply with reasonable requests of RJO for information required to establish its compliance with the Applicable Laws and understand that RJO may disclose such information to regulatory authorities if it deems necessary. You agree to cooperate fully in any RJO internal, compliance-related review examination, as well as any review, investigation or examination by any governmental or regulatory authority.

18. Confidentiality. You shall maintain (and shall cause your Permitted Users and any other authorized person to maintain) the confidentiality of any information supplied to (which shall include the System or Service), obtained or observed through the System or Service (collectively, "Confidential Information"). You further agree not to (a) transfer or disclose Confidential Information to any third party, (b) use Confidential Information except as contemplated under this Agreement, or (c) take any other action with respect to Confidential Information inconsistent with its confidential and proprietary nature. These obligations shall not apply to information or material which (i) is, or becomes, known to the public other than through your wrongful act or breach of this Agreement (ii) is rightfully received from a third party entitled to disclose it and which is not otherwise subject to this Agreement, (iii) is independently developed without reference to the Confidential Information, (iv) where RJO consents in writing that the Confidential Information may be disclosed, or (v) is required to be disclosed by a valid court order or request of a governmental, regulatory or self-regulatory body or agency. You shall advise RJO immediately if you believe that any person has violated or intends to violate the terms of this Agreement, and will cooperate with RJO in regaining possession of the Confidential Information and seeking injunctive relief. This provision shall not in any way limit such other remedies as may be available at law or in equity. If you are required by Applicable Law to disclose Confidential Information, you shall, to the extent lawfully permissible, notify RJO in writing in advance of such disclosure, provide RJO with copies of any related information, and, as RJO may request, cooperate with RJO to take appropriate action to protect the Confidential Information by obtaining a protective order or securing other confidential treatment thereof.

19. Electronic Documents. You consent to the delivery of confirmations and any other communication under this Agreement by e-mail, website posting or other electronic means, subject to compliance with Applicable Laws. Any such documents that are delivered to you electronically are deemed to be "in writing." If your signature or acknowledgment is required or requested with respect to any such document and you "click" in the appropriate space, or take such other action as may be indicated on the System or Service, you will be deemed to have signed or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. You acknowledge your understanding that you have the right to withdraw consent to the electronic delivery and signature of

documents at any time by providing prior written notice. However, if you revoke consent, access to the System or Service may be restricted or terminated.

20. Governing Law. This Agreement and any issue arising out of or relating to the parties' relationship hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Illinois. The parties hereby submit to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois and waive the defense of an inconvenient forum. Each party acknowledges that a breach of this Agreement, and the confidentiality obligations contained herein, may cause the other irreparable injury and damage which may be difficult to quantify. Therefore, injunctive relief may be sought in addition to any other rights and remedies which may be available to the party at law or in equity without a posting of a bond or other security or proving monetary damages. **Each party irrevocably waives the right to trial by jury in any action arising out of or relating to this Agreement.**

21. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing and all other oral, written or other communications between the parties concerning this subject matter. However, nothing in this Agreement shall be deemed to supersede or modify a party's rights and obligations under the Account Documents.

You may not amend the terms of this Agreement. RJO may amend the terms of this Agreement upon notice to you (including by electronic delivery) or by posting the amended terms to the RJO's website. By continued access to and use of the System or Service, you agree to any amendments to this Agreement.

To the extent you are required to enter into agreements with third parties in order to access the System or Service you agree to comply with the terms of those agreements but those agreements are not incorporated with and do not become a part of this Agreement and RJO takes no responsibility for your performance or nonperformance thereof.

22. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

23. Assignment. You may not assign any of your rights in this Agreement without the prior written consent of RJO, which RJO may withhold in its sole discretion. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Any assignment in violation of this provision shall be void *ab initio*.

24. Waiver. The failure of RJO to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver hereunder shall be effective unless agreed to pursuant to a writing signed by a duly authorized representative of RJO.

25. Termination. RJO may terminate this Agreement at any time. Upon termination, any license granted herein shall automatically terminate and you shall return all hardware, software, manuals or other resources provided by RJO, and return or destroy (and certify the destruction of) any Access Methods. The termination of this Agreement shall not affect any provision of this Agreement which is expressly stated to or required to survive or operate in the event of termination of this Agreement. The rights and obligations of the parties under this Agreement will survive any termination with respect to any matter arising while this Agreement was still in effect.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered and original instrument, but all of which together shall be considered one and the same agreement, and shall become binding when counterparts have been signed by each of the parties hereto. Facsimile copies hereof shall be deemed originals.

Client Signature

Date

Printed Name

Title, if applicable