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Account Number

Account Executive

Approved By

## **Customer Futures Trading Account Agreement**

Individual, Joint, Partnership and Corporate Accounts

## CFG FUTURES CANADA INC. Information Statement

## To: Prospective Commodity Futures Customers

For the speculator, futures trading is a high risk activity in which it may not be possible to limit the extent of potential loss. Before you buy or sell a contract you should be certain you can afford to lose not only the money you put up initially but additional money as well.

The following are among the points that you should consider in studying this information statement:

- 1. Financial Exposure You should fully understand the description of margin arrangements and of how you can be required to put up additional money even after your initial trade. See the section headed "Risk".
- 2. Settlement Procedures Once you have made a trade, you cannot sit back and treat it as a long-term investment. You must arrange to meet margin calls. Before the end of the contract term you must arrange an offsetting transaction if you want to avoid having to settle by making or taking physical delivery. See the section headed "Settlement of Contracts".
- 3. Use of Funds Money you deposit with a dealer as margin may earn interest or be used by the firm in its business and you should be aware of the firm's policy as to whether it will pay you interest on this money. Also, if the value of the contract moves in your favor, money will be credited by the clearing house and you should be aware of your dealer's policy as to whether it will permit you to withdraw any amounts credited to it when the contract moves in your favor. These policies, discussed under "Interest on Customer's Balance" and "Disbursement of Funds During Life of Contract" can have a significant impact on the economic results of your trading.

These are not the only parts that are important. You should study all the material carefully and ask any questions about it that may occur to you, before you enter your first transactions.

#### SUMMARY DESCRIPTION OF COMMODITY FUTURES TRADING

#### Nature of Contracts

**1.01** When you trade in commodity futures contracts you are entering contracts to make or take delivery of a specified quantity or quality, grade or size of a commodity during a designated futures month at a price agreed upon when the contract is entered into on your behalf on a commodity futures exchange.

#### Margin

**1.02** Each commodity futures exchange requires its members to obtain mandatory minimum margin from customers for whom the exchange members act. Many commodity futures exchanges set minimum margin requirements on the basis of a two tier system which is comprised of an "initial margin" requirement and a "maintenance" level. "Initial margin" is the original deposit required, the earnest money when the contract is entered into. If the market price moves against the customer's position causing the margin on deposit to fall to or under a prescribed level called "maintenance" he will be required to furnish "variation margin" or additional funds to restore margin on deposit to initial margin. Other commodity futures exchanges set minimum margin requirements on the basis of a single rate which must be deposited when the contract is entered into and which must be maintained at all times while the contract position remains open. The minimum initial margin is thus in practice equal to the maintenance level. Under both systems margin is calculated at the end of each day and more frequently during active markets. When variation margin is required it must be furnished immediately.

#### **Daily Price Limits**

**1.03** Commodity futures exchanges also impose maximum daily permissible price changes in each commodity - "daily price limits" - certain amounts above or below the previous day's closing price beyond which limits no trades may be effected.

**1.04** The reason for such limits is to prevent sudden extreme price movements. However, the result can be days elapsing before a trading level is found. The loss to a trader on the wrong side of the market and seeking to offset this contract can be substantial.

#### Settlement of Contracts

**1.05** Only a very small proportion of commodity futures contracts are, in fact, settled through actual delivery of a commodity. Instead, they are usually settled by entering an opposite or offsetting contract. To settle a contract in which a certain amount of a particular commodity for a given delivery month was bought, the buyer subsequently contracts to sell a like amount of that commodity for the same delivery month. To settle a contract in which a commodity was sold, the seller buys an equal amount. Any difference between the price at the time the original contract was made and the price at the time the liquidating or offsetting contract is entered into is settled in cash.

#### Risk

**2.01** The risk of loss in commodity futures trading is substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your financial condition, objectives and temperament. In considering whether to trade, you should be aware of the following:

- 1. You may sustain a total loss of the initial margin funds and any additional funds that you deposit with your broker to establish or maintain a position in the commodity futures market. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the prescribed time, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market makes a "limit move."
- 3. Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
- 4. A "spread" position may not be less risky than a simple "long" or "short" position.
- 5. The high degree of leverage that is often obtainable in futures trading because of the small margin requirements can work against you as well for you. The use of leverage can lead to large losses as well as gains.
- 6. As most transactions are made in foreign currencies the risk you assume include those related to currency fluctuations.
- 7. In the event of the bankruptcy of a dealer, it is probable that you would merely have, as to our claim against funds deposited as margin, the status of an unsecured creditor whether or not such funds were segregated under applicable legislation. You would then participate in available assets on a pro rata basis with other unsecured creditors.

**2.02** This brief statement cannot disclose all the risks and other significant aspects of the commodity markets. You should therefore carefully study and become familiar with all aspects of commodity futures trading.

#### Margin

**3.01** CFG FUTURES CANADA INC. ("CFG") may require from its customers more margin than the minimum amounts proscribed by a commodity exchange. When variation margin is required from the customer, the amount deposited must restore margin on deposit to the original margin required by the firm.

#### **Interest On Customer's Balance**

**4.01** Funds deposited to meet margin requirements and customer's funds in excess of margin requirements, including funds representing equity gains on contracts entered into on behalf of customers which have been paid to CFG while the contract is still open, may be used by CFG in its business. CFG does not pay interest to the customer on these funds.

#### **Disbursement of Funds During Life of Contract**

**5.01** CFG does permit a customer to withdraw equity gains while a contract is still open, provided minimum margin levels as required are maintained.

### CFG Futures Canada Inc.

#### **RISK DISCLOSURE STATEMENT**

(The following disclosure is required by the Investment Dealers Association of Canada).

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### Futures

#### 1. Effect of "Leverage" or "Gearing".

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" and "geared." A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### 2. Risk-reducing orders or strategies.

The placing of certain orders (e.g., "stop-loss" orders, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and straddle" positions may be as risky as taking simple "long" or "short" positions.

#### Options

**3. Variable degree of risk.** Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a commodity futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

#### Additional risks common to futures and options

#### 4. Terms and conditions of contracts.

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

#### 5. Suspension or restriction of trading and pricing relationships.

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

#### 6. Deposited cash and property.

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

**7. Commission and other charges**. Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit or increase your loss. A fee schedule is available from your Account Executive.

**8. Transactions in other jurisdictions**. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

**9.** Currency risks. The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency

**10. Trading facilities.** Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

**11. Electronic trading.** Trading on an electronic trading system may differ not only from trading in an openoutcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

**12. Off exchange transactions**. In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

#### **Additional Risk Disclosure: Options**

#### **Options on Underlying Futures Contracts:**

The purchase and granting of options on Underlying Futures Contracts ("option(s)") involves a high degree of risk, because of the volatile nature of the futures markets. Options transactions should be entered into only by persons who have read and understood the risk disclosure statement and who understand the nature and extent of their rights and obligations and of the risks involved in option transactions.

Both the option holder and the grantor should know that the Exchange option in which they contemplate trading is an option which, if exercised, results in the establishment of a futures contract.

A person should not purchase any option unless he is able to sustain a total loss of the premium and transaction costs of purchasing the option. A person should not grant any option unless he is able to meet additional calls for margin when the market moves against his position and, in such circumstances, may sustain a very large financial loss.

A person who intends to purchase an option should first be aware that in order to realize any value from the option, it will be necessary either to offset the option position or to exercise the option. If an option purchaser does not understand how to offset or exercise an option, the purchaser should request an explanation from his Futures Commission Merchant or introducing broker before entering into a transaction. Customers should be aware that in a number of circumstances, it may be difficult or impossible to offset an existing option position on the Exchange.

The grantor of an option should be aware that an option may be exercised at any time from the time it is granted until it expires, and that he is obligated to provide the purchaser with the equivalent position in the underlying futures contract immediately upon exercise.

The purchaser of a Put or Call option is subject to the risk of losing the entire purchase price of the option, namely, the premium paid for the option plus all transaction costs.

#### Some of the risks of option trading:

Specific market movements of the Underlying Futures Contract ("futures") or its underlying physical commodity cannot be predicted accurately.

The grantor of a Call option who does not have a long position in the futures is subject to risk of loss should the price of the futures be higher than the strike price upon exercise or expiry of the option by an amount greater than the premium received for granting the Call option.

The grantor of a Call option who has a long position in the futures is subject to the full risk of a decline in price of the underlying position reduced by the premium received for granting the Call.

In exchange for the premium received for granting a Call option, the option grantor gives up all of the potential gain resulting from an increase in the price of the futures above the option strike price upon exercise or expiry of the option.

The grantor of a Put option who does not have a short position in the futures is subject to risk of loss should the price of the underlying contract or underlying physical commodity decrease below the strike price upon exercise or expiry of the option by an amount in excess of the premium received for granting the Put option.

The grantor of a Put option on a futures contract who has a short position in the futures is subject to the full risk of a rise in the price in the underlying position reduced by the premium received for granting the Put. In exchange for the premium received for granting a Put option on a futures contract, the option grantor gives up all of the potential gain resulting from a decrease in the price of the futures below the option strike price upon exercise or expiry of the option.

#### **Description of Options:**

Prior to entering into any transaction involving an option, an individual should thoroughly understand the nature and type of option involved and the Underlying Futures Contract. The Futures Commission Merchant is required to provide, and the individual contemplating an option transaction should obtain:

- 1. An identification of the futures contract underlying the option and which may be purchased or sold upon exercise of the option.
- 2. The procedure for exercise of the option contract, including the expiry day and latest time on that day for exercise. (Option market participants should ascertain from their Futures Commission Merchant the latest time the firm accepts exercise instructions with respect to a particular option). After the close of trading of the futures on the last day of trading, unless prior written notice has been received from the clearing member, the Clearing House shall automatically exercise each option for which the exercise price is In-The-Money by an amount as declared by the Board.
- 3. A description of the purchase price of the option including the premium, commissions, costs, fees and other charges.
- 4. A description of all costs in addition to the purchase price which may be incurred if the option is exercised, including the amount of commissions, storage, interest, and all similar fees and charges which may be incurred.
- 5. An explanation and understanding of an option grantor's initial margin requirement and obligation to provide additional margin in connection with such an option position, or a position in a futures contract, if applicable.
- 6. A clear explanation and understanding of any contract specifications contained in the option contract and of any items included in the option contract explicitly or by reference which might affect the customer's obligations under the contract. This would include any policy of the Futures Commission Merchant or rule

of the Exchange that might affect the customer's ability to fulfill the option contract or to offset the option position in a closing purchase or closing sale transaction (for example, due to unforeseen circumstances that require suspension or termination of trading).

7. If applicable, a description of the effect upon the value of the option position that could result from limit moves in the futures.

#### The mechanics of option trading

Before entering into any option transaction, an individual should obtain a description of how commodity options are traded. Option customers should clearly understand that there is no guarantee that option positions may be offset by either a closing purchase or closing sale transaction on the Exchange. In this circumstance, option grantors could be subject to the full risk of their positions until the option position expires, and the purchaser of a profitable option might have to exercise the option to realize a profit.

For an option on a futures contract, an individual should clearly understand the relationship between Exchange rules governing option transactions and Exchange rules governing the futures.

For example, an individual should understand what action, if any, the Exchange may take in the option market if trading in the underlying futures market is restricted or the futures prices have made a "limit move."

The individual should understand that normal pricing relationships between options and the underlying future may not exist when the future is trading at its price limit. Also, underlying futures positions resulting from exercise of options may not be capable of being offset if the underlying future is at a price limit.

#### **Margin Requirements**

The Exchange rules require the purchaser of an option to pay the full option premium when the option position is opened. No further margin need be deposited or maintained.

The grantor of an option must deposit margin when the option position is opened. Exchange margin requirements are minimum requirements, and may be changed by the Exchange at any time. Futures Commission Merchants may require higher rates of margin at any time.

Such changes may apply to options and futures positions previously established. The required level of margin must be maintained by further deposits in the case of adverse price movement.

#### Profit potential of an option position

An option customer should carefully calculate the price which the futures would have to reach for the option position to become profitable. This price would include the amount by which the futures would have to rise above or fall below the strike price to cover the sum of the premium and all other costs incurred in entering into and exercising or closing (offsetting) the option position.

Also, an option customer should be aware of the risk that the futures price prevailing at the opening of the next trading day may be substantially different from the futures price which prevailed when the option was exercised.

Thus, if a customer does not cover the position against the possibility of underlying commodity price change, the realized price upon option exercise may differ substantially from that which existed at the time of exercise.

#### **Deep-Out-Of-The-Money Options**

A person contemplating purchasing a deep Out-Of-The-Money option (that is, an option with a strike price significantly above, in the case of a Call, or significantly below, in the case of a Put, the current price of the futures) should be aware that the chance of such an option becoming profitable is remote.

On the other hand, a potential grantor of a deep Out-Of-The-Money option should be aware that such options normally provide small premiums while exposing the grantor to all of the potential losses described elsewhere in this disclosure statement.

#### Glossary of terms

- 1. **Put Option; Call Option** the options discussed in this disclosure statement are limited to those which may be traded on the Winnipeg Commodity Exchange. A Put option gives the holder the right to sell and the writer the obligation to buy the underlying Futures Contract deliverable in a specified month at a stated exercise price on or before expiry date. A Call option gives the holder the right to buy and the writer the obligation to sell the Underlying Futures Contract at a stated exercise price on or before the expiry day. Each option is distinguished by the Underlying Futures Contract, strike price, and whether the option is a Put or a Call.
- 2. **Underlying Futures Contract ("futures")** The futures contract which the writer of the option is obligated to provide to the holder upon the exercise of the option.
- 3. **Type of option** A Call option or a Put option.
- 4. **Class of options** A Put option or a Call option covering the same Underlying Futures Contract.
- 5. Series of options Options of the same class having the same exercise price and expiry day.
- 6. **Exercise price** See strike price.
- 7. **Expiry day** The day upon which the right of the Holder to exercise an option expires.
- 8. **Premium** The price per unit for an option on a futures contract. The total premium is this price multiplied by the number of units traded.
- 9. **Strike Price** The price per unit of the Underlying Futures Contract at which the contract will be exchanged by the buyer and seller upon exercise of the option. This term has the same meaning as the term "exercise price."
- 10. Short option position See opening sale transaction.
- 11. Long option position See opening purchase transaction.
- 12. Types of options transactions:
  - a. **Opening purchase transaction -** A transaction that creates or increases a long position in the option series involved.
  - b. **Opening sale transaction** A transaction creates or increases a short position in the option series involved.
  - c. Closing purchase transaction A transaction that eliminates or reduces a short position in the option series involved.
  - d. **Closing sale transaction** A transaction that eliminates or reduces a long position in the option series involved.
- 13. **Purchase price** The total actual cost paid to acquire a commodity option. This price includes all commissions and other fees in addition to the option total premium.
- 14. Grantor, writer A seller who has established a short position in a Call option or Put option.
- 15. Holder, purchaser A buyer who has established a long position in a Call option or Put option.
- 16. **Exercise** The action taken by the Holder of a Call option to purchase the Underlying Futures Contract, or by the Holder of a Put option to sell the Underlying Futures Contract.
- 17. **In-The-Money** A Call is In-The-Money when its exercise price is below the price of the Underlying Futures Contract. A Put is In-The-Money when its exercise price is above the market price of the Underlying Futures Contract.
- 18. **Out-Of-The-Money** A Call is Out-Of-The-Money when the exercise price is above the market price of the Underlying Futures Contract. A Put is Out-Of-The-Money when the exercise price is below the market price of the Underlying Futures Contract.
- 19. **Cabinet Trade** A trade conducted in accordance with special rules to offset existing options that are deeply Out-Of-The-Money.
- 20. **Settlement Price** The price per unit for an option for the purpose of determining margins and limits on price movements for the next trading session.

If you exercise your option and assume a position in the futures, you will be subject to all of the risks associated with commodity futures trading. An option Holder may also be charged with commissions to liquidate his position by offset or by exercise. In the case of an exercise an option holder and the writer will incur transaction costs for the futures contracts which are received. All transaction costs are subject to change without notice.

Because it might not be possible to effect offsetting transactions in particular options, to realize any profit a holder might have to exercise his option and comply with margin requirements for the futures. A grantor who cannot offset his position cannot terminate his obligations until the option expires or he is assigned an exercise notice. A holder may exercise his option but be unable to liquidate the resulting futures position because of daily price limits or lack of liquidity.

Commodity Exchanges may impose daily price movement limits for options and futures contracts. A "daily limit" rule does not limit losses which might be incurred by a customer.

#### Guidelines for Investment Knowledge

To assist you in describing the level of a client's investment experience, the following guidelines are set out. It is expected that over a period of time with increasing exposure to various investment products, the client's level of experience could increase.

**SOPHISTICATED** experience would include those individuals who have traded in most types of investment securities. This would include knowledge of options, commodities, speculative and short selling strategies and an appreciation of the risks and rewards involved in trading these instruments.

**GOOD** experience would include those individuals who have either traded in or have some knowledge of the basic characteristics ob both commodity futures and commodity futures options of the degree of risk and reward inherent in these types of investments.

**LIMITED** experience would include those individuals who have had some investment experience but may not have a full understanding of the basic characteristics of the commodity markets and the degree of risk associated with them/.

**POOR/NIL** would include those individuals who have very limited or no knowledge of the basic attributes of commodities and commodity options.

### INDIVIDUAL, JOINT AND PARTNERSHIP ACCOUNT APPLICATION

GENERAL INFORMATION	
1. Name:	Social Insurance No.:
Home Address:	Birth Date:
City:	Province: Postal Code:
Business Address:	Business Phone:
City:	Province: Postal Code:
Mailing Address:	Home Phone:
City:	Province: Postal Code:
2. Employer's Name	Type of Business
Employer's Address	Position Held
Approx. Net Worth Dependents	Annual Salary
Spouse's Income	Other Income
3. If client is married: Spouse's Name	Occupation
Employer	Type of Business
4. Estimated Risk Capital	with respect to this account
Past Investment Experience - Traded: Commodities0 Preferred Stock Rights/Warrants Bonds Ma	
5. How long have you known the client A	
P Referred by: Have you me	Personal Contact Walk In to the client face to face? Ye s No
6. Does the client have an existing account with the firm Does the client have an account with another firm? Y Does the client trade or intend to trade futures contract	es No If yes specify
7. Is R.R. registered in the province or state in which the	ne client resides? Yes No
<ol> <li>Does anyone other than the person(s) named in (1) a in the account? Yes No (Attach necessary d Is the client a corporation Trust Partnership Is this a discretionary or managed account? Yes</li> </ol>	Pension Fund Etc

- 9. Does R.R. have a direct or indirect interest in the account other than an interest in commission charged? Yes\_\_\_ No\_\_\_ (If yes, explain)\_\_\_\_\_
- 10. The client's investment objectives with respect to this account are:

(A) Speculation\_\_\_\_%

- (B) Hedging \_\_\_\_%
  - Total 100 % of estimated risk capital

11. Anticipated type(s) of transactions:	Account Restrictions by D.R.F.P. or D.R.F.O.P.
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(A)	Puts and Calls	Yes	No	
(B)	Straddles & Spreads	Yes_	No	
(C)	Hedges	Yes	No	
(D)	Canadian	Yes	No	
(E)	U.S.	Yes	No	
(F)	Offshore	Yes	No	
(G)	Spot Cash	Yes	No	

12. General Documents:	Attached	Obtaining
Futures Risk Disclosure Statement		
Futures Contract Trading Agreement		
Options Risk Disclosure Statement		
Futures Options Trading Agreement		
Guarantee		
Discretionary Agreement		
Trading Authorization Documents		
For Individual Accounts (full)		
(Joint, Personal, Trust, etc.) (limited)		
For Corporate and Other Accounts (full)		
(Trust, Pension, Partnership, etc.) (limited)		

13.	BANK	REFERENCE	S
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Name of Bank:		Bank Acct. No.:_		
Bank Address:				
Telephone No.:		Type of acct	chequing	savings
Has bank credit check been performed?	Yes	_ No		
Or credit bureau check been performed?	Yes	_ No		
Above credit checks considered unnecessary	(explain in	notes)		
14. FINANCIAL INFORMATION				
Initial Deposit \$	_ All cheques	must be made out	to CFG Futures	Canada Inc.
Initial Order: Buy Sell Solicited				
15. VERIFICATION OF IDENTIFICATION FO	OR MONEY LA	AUNDERING		
Attached document copy: Drivers Lie	cence	Passport	Personal Chec	lue
Clients Signature (X)		Da	te	
16. R.R.'s Comments				
R.R. (print name)	Approved by	y: (print name)		
Branch manager		Dat	e	
D.R.F.P. or D.R.F.O.P		Dat	e	

#### STATEMENT OF FINANCIAL CONDITION

ASSETS	LIABILITIES
Liquid Assets	
Cash	Short-Term Loans/Credit Cards
Securities	Other
Other (Specify)	_ Long Term Liabilities
	Mortgage
	Other Long Term Debt
Total Liquid Assets	_ Total Liabilities (B)
Fixed Assets	
Residence	_
Real Estate	_
Other (Specify)	_
	_
	_
Total Fixed Assets	Total Net Worth (A - B)
Total Assets (A)	Total (Net Worth + Liabilities)

The undersigned understands that an investigation may be made pertaining to his/her credit and his/her business accounts and therefore authorizes CFG FUTURES CANADA INC. ("CFG") to contact such banks, brokers, and credit agencies as CFG deems appropriate. The information set forth above and submitted herewith is true and correct and the undersigned will promptly notify CFG if there is any material change in any of such information.

Print Name:	Print Name:
Signature:	_Signature:
Date:	_ Date:

### JOINT ACCOUNT AGREEMENT

In consideration of CFG FUTURES CANADA INC.("CFG") acting as our broker for the execution and clearance of orders involving the purchase and sale of Commodity Contracts (as defined in the Customer Agreement) and in conjunction with the terms and conditions of the Customer Agreement, we agree, represent and consent to the following:

1. Unless Customer notifies CFG in writing that the Joint Account is to be treated as Tenants in Common, CFG shall treat this Joint Account as Joint Tenants with Right of Survivorship. In the event of the death of either or any of us, the entire interest in the Joint Account shall vest in the survivor or survivors on the same terms and conditions as therefore held. Except as provided in paragraph 5 of this Agreement, the estate of the decedent shall have no further interest in the assets of the Joint Account at the date of death or in its operation thereafter, but will remain liable for any obligations of the account as provided in paragraph 4, of this Agreement.

2. \_\_\_\_\_\_ ("Manager") is the sole person authorized to act for us with respect to the Joint Account. Such designation may be changed, or a substitute may be named in the event of death, resignation, or withdrawal of the Manager, only by written notice received by CFG and signed by a majority in number of the undersigned. The Manager shall have authority on behalf of the Joint Account, without notice to the others interested in the Joint Account and without inquiry by CFG into the purpose or proprietary of any actions or instructions: (a) to buy, sell, and otherwise deal in, through CFG, futures contracts on margin or otherwise, (b) to receive or make deliveries of monies, securities, and property of every kind, (c) to receive notices, confirmations, reports, statements of account and communications of every kind, (d) to make agreements relating to any of the foregoing matters, and to terminate or modify or waive any of the provisions thereof, and (e) generally to deal with CFG as fully and completely as if the Manager alone were interested in the Joint Account. In the event we have not appointed a Manager, each of us shall have the authority of the Manager with respect to the Joint Account.

3 Notwithstanding any of the foregoing, in the event CFG receives inconsistent instructions from two or more of the undersigned, CFG is authorized in its sole and absolute discretion and without liability to any of the undersigned because of market movements or otherwise to do any one or more of the following:

(a) follow one set of instructions and disregard the others; (b) suspend all activity in the Joint Account, including without limitation refusing to buy, sell or otherwise deal in any Futures Contracts or disburse any monies or properties, except in accordance with written instructions signed by all of the undersigned; (c) close the Joint Account and send any and all securities, monies, and other property therein by ordinary mail to the address of record; or (d)institute arbitration or, if arbitration is not available for any reason, file an interpleader action in any appropriate court, in either of which events CFG shall be entitled to recover from the Joint Account all of its costs, including reasonable attorneys' fees.

4. We will give CFG immediate notice of the death of any of us. In the event of any such death, whether we are joint tenants or tenants in common and whether before or after receiving such notice, CFG may take such steps as it may deem necessary or desirable to protect itself with respect to taxes and other claims; and, before releasing any of the funds or other property in the Joint Account, CFG may require such proof of death, tax waivers, other documents, and instruments of guarantee by the survivors as in CFG's judgment may be necessary or desirable in connection with the liquidation or continuation of the Joint Account or to protect CFG against any tax liability loss or penalty. The estate of any deceased participant in the Joint Account shall be liable, and each survivor shall continue to be liable, jointly and severally, for any debit balance or loss in the Joint Account existing or resulting from the completion of transactions initiated prior to the receipt by CFG of written notice of death, or incurred in the liquidation

of the Joint Account. (Note: In the event of death of either or any of us, CFG may, at its sole discretion, either liquidate the Joint Account or accept the instructions of the survivor or a majority of the survivors, as the case may be to continue the Joint Account, and in either event the decedent's estate shall remain liable for the obligations of the Joint Account as provided in paragraph 5 below.)

5. In addition to the indemnities provided in the Customer Agreement, the undersigned and our respective successors, assigns, heirs and personal representatives will indemnify and hold harmless CFG, its agents, and their respective successors and assigns from any and all losses, damage or liability arising out of claims that actions or instructions of the Manager or any of the undersigned were not authorized on behalf of the Joint Account or incurred because any representation or warranty contained herein or in any other related document, including the Customer Agreement, is not true and correct.

6. Subject to the provisions hereof, all notices and communications with respect to the Joint Account are to be directed to each undersigned of the agreement.

7. Each of the undersigned represents and warrants that he or she is not under any legal disability and that no one other than the undersigned has an interest in the Joint Account.

8. The liability of the undersigned with respect to the Joint Account shall be joint and several. All property which CFG may at any time be holding or carrying for any one or more of the undersigned shall be subject to a general lien in CFG's favor for the discharge of the obligations of the Joint Account, such general lien to be in addition and not in substitution for the rights and remedies of CFG under the Customer Agreement or otherwise.

9 None of these provisions may be changed orally and no provision hereof shall in any respect be altered or modified unless such amendment be committed to writing and signed by an authorized CFG officer. Furthermore, no waiver, change, alteration or modification may be implied from any course of dealing between CFG and you or from any failure or delay by CFG to assert its rights under this Agreement on any occasion(s).

#### EACH JOINT TENANT OR TENANT IN COMMON TO THIS ACCOUNT MUST SIGN BELOW

Print Name:	Print Name:
Signature :	Signature:
Date:	Date:
Address:	Address:
 Print Name:	Print Name:
Signature :	Signature:
Date:	Date:
Address:	Address:

### PARTNERSHIP ACCOUNT AGREEMENT

In consideration of CFG FUTURES CANADA INC. ("CFG") carrying an account(s) in the name of the ("Partnership"), of\_\_\_\_\_\_

which the undersigned are general partners, for the execution and clearance of orders involving the purchase and sale of Commodity Contracts (as defined in the Customer Agreement) and in conjunction with the terms and conditions of the Customer Agreement, we agree, represent and consent to the following:

1.\_\_\_\_\_ and \_\_\_\_\_, general

partner(s) of the Partnership, shall have full authority for the Account:

- (a) To buy, sell and trade in Commodity Contracts;
- (b) To deposit with and withdraw from the Account money, commodities, checks and other negotiable instruments, securities and other property, including withdrawals to or for the individual use or account of the partner directing the sale or of any partner;
- (c) To receive and acquiesce in the correctness of notices, confirmations, requests, demands and communications of every kind;
- (d) To settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes and controversies; and
- (e) To make agreements and take any other action relating to the Account and any of the foregoing matters.

This enumeration of specific authority shall not in any way limit or affect any other authority which any general partner of the Partnership might otherwise have. If an independent party has been authorized to trade this account, a signed CFG Power of Attorney agreement form must be attached.

2. Each general partner of the Partnership, whether now or subsequently admitted to the Partnership, is jointly and severally liable for any and all obligations arising out of the transactions in the Account and is bound by all terms and conditions of the Customer Agreement and all related documents signed on behalf of the Partnership.

3. Upon the death of any of the general partners, or in the event of any of the events listed in paragraph 10 of the Customer Agreement, CFG is authorized to take action in regard to the Account as CFG in its sole discretion, deems advisable to protect itself against any liability, damage or loss. Each general partner is responsible for notifying CFG immediately of the death of any general partner and of any material change in the Partnership.

4. All accounts which any general partner of the Partnership has with CFG, whether individually or jointly, and the funds and property therein, are pledged with and to CFG and shall be subject to a general lien and security interest for the payment of any liability the Account may have to CFG. At any time, in CFG's discretion and without prior demand, notice, tender or call to any general partner, CFG may apply and transfer any or all funds or other property in any general partner's account to the Account in order to discharge all or any part of any debts, deficits or other obligations incurred in or by the Account.

5. Each general partner is at least 21 years of age; the Partnership has authority to open the Account; and the transactions contemplated are not prohibited by the governing documents of the Partnership or applicable law. The Partnership is a duly organized and a validly existing partnership under the laws of the state in which it is formed

6. In addition to the indemnities provided in the Customer Agreement, the general partners, the Partnership, and their respective successors and assigns will indemnify and hold harmless CFG, its agents, and their respective successors and assigns from any and all loss, damage or liability arising out of claims that actions or instructions of any general partner were not duly authorized by the Partnership or were incurred because at any time any representation or warranty contained herein or in the Customer Agreement or in any other related document was not true and correct.

7. The authority granted herein is a continuing one and shall remain in full force and effect until CFG shall receive written notice of revocation or modification. This agreement in no way limits or restricts any rights which CFG may have under any other agreement with the Partnership or any general partner.

8. Attached is a true and correct copy of the partnership agreement of the Partnership and, if applicable, the certificate of limited partnership of the Partnership. If there is no written partnership agreement, check this line.\_\_\_\_\_

9. None of these provisions may be changed orally and no provision hereof shall in any respect be altered or modified unless such amendment be committed to writing and signed by an authorized CFG officer. Furthermore, no waiver, change, alteration or modification may be implied from any course of dealing between CFG and you or from any failure or delay by CFG to assert its rights under this Agreement on any occasion(s).

Print Name:	Print Name:
Signature :	Signature:
Date:	Date:
Print Name:	Print Name:
Signature :	Signature:
Date:	Date:

#### SIGNATURES OF ALL GENERAL PARTNER(S)

### CORPORATE ACCOUNT APPLICATION

Account Number(s):\_\_\_\_\_

#### GENERAL INFORMATTON

1. Name of Corporation:         2. Federal Tax Identification Number:         3. Address:         4. Province or Country of Incorporation:         5. Date of Incorporation (ATTACH ARTICLES OF 1         6. Principal Type of Business:         7. Is this organization tax exempt?         Yes         8. Ownership of Corporation:         9. Principal Officers	INCORPORATION)
1	Vice President:
	Treasurer:
FINANCIAL INFORMATION ATTACH COPY OF MOST RECENT AUDITED ANI BANK REFERENCES	D ANY INTERIM FINANCIAL STATEMENTS
	Branch:
	Account Number(s)
	Branch:
Address of Bank:	Account Number(s)
COMMODITTY TRADING INFORMATION 12. Type of trading account requested:Spi 13. Amount of initial deposit: 14. Is futures trading the principal business of the Co 15. Name of person to receive margin calls, account	orporation'?YesNo
16. Address for account statements and notices:	
Address for duplicate account statements and no	
17. Specific Wire Instructions:	
<ul> <li>18. Does the corporation or any of its officials, direct interest of 10 percent or more in any other commonYesNo</li> <li>If yes, indicate name(s) and account number(s):</li> </ul>	odity trading account at CFG Futures Canada Inc.

19. Has the corporation previously traded commodity futures, commodity options, securities or security options? \_\_\_\_\_Yes \_\_\_\_No If yes, complete the following information:

20. Name of Firm	Number of years traded:
Commodity futuresCommodity opti	ionsSecuritiesSecurity options
Account Status:openclosed	
21. Name of Firm	Number of years traded:
Commodity futuresCommodity opti	
Account Status:openclosed	
22. Does any other person guarantee this account?	YesNo
If yes, state name and relationship:	
IF YES, ATTACH GUARANTEE AGREEMENT.	
	ne customer's authorized employees control, manage,
or direct the trading account?Yes	
(If yes, a signed CFG Power of Attorney agreem	
24. Estimated Risk Capital	
25. How long have you known the client	Advertising Lead Phone In
	Personal Contact Walk In
Referred by: Have yo	ou met the client face to face? Yes No
26. Is R.R. registered in the province or state in whi	
• •	(1) above have any authority over or any financial interest
in the account? Yes No (Attach necessa	
28. Is this a discretionary or managed account? Ye	
	e account other than an interest in commission charged?
Yes No (If yes, explain)	-
30. The client's investment objectives with respect	
(A) Speculation%	to this account are.
(B) Hedging%	
Total 100 % of estimated risk	conital
Anticipated type(s) of transactions: Account	•
(A) Futs and Calls I es No (B) Straddlas & Spraads Vas No	
(C) Hedges YesNo	
(D) Canadian YesNo	
(E) U.S. YesNo	
(F) Offshore YesNo	
(G) Spot Cash YesNo	
31. General Documents:	Attached Obtaining
Futures Risk Disclosure Statement	
Futures Contract Trading Agreement	
Options Risk Disclosure Statement	
Futures Options Trading Agreement	
Guarantee	
Discretionary Agreement	
Trading Authorization Documents	
For Corporate and Other Accounts (full)	
<b>32. FINANCIAL INFORMATION</b>	
	checks must be made out to CFG Futures Canada Inc.
	solicited Amount
<b>33. VERIFICATION OF IDENTIFICATION FOR M</b>	
Attached Documented copy: Drivers License	Passport Personal Cheque

**34.** R.R.'s Comments \_\_\_\_\_

R.R. (print name)	_Approved by: (print name)
Branch manager	Date
D.R.F.P. or D.R.F.O.P	Date

The undersigned understands that an investigation may be made pertaining to its credit and its business accounts, and therefore, the undersigned authorizes CFG to contact such banks, brokers, and credit agencies as you may deem appropriate. The information set forth above and submitted herewith is true and correct, and the undersigned will promptly notify CFG, if there is any material change in any of such information.

Name of Corporation:
Print Name of Officer:
Signature:
Title:
Date:

### CORPORATE RESOLUTIONS OF BOARD OF DIRECTORS

I,	, hereby certify that I	am the dul	y elected and
qualified secretary of	, (the "Corporation"),or	ganized and	existing under
the laws of	, that I have custody of the	record of th	e Corporation,
that the following resolutions were duly adopted by t	the Corporation at a meeting	of the Board	l of Directors of
the Corporation duly called and held on the	day of	, 19	_, and that such
resolutions have not been rescinded, modified, or amen	nded and are now in full forc	e and effect:	

WHEREAS, the Cooperation has full power and authority under its charter and by-laws and all applicable laws to enter into contracts for the purchase, receipt, sale and future delivery of commodities, and options to purchase or sell commodities or contracts for the future delivery of commodities (collectively referred to as "Commodity Contracts"):

RESOLVED, that the Corporation open and maintain an account or accounts with CFG FUTURES CANADA INC. ("CFG") for that: execution of orders for the purchase and sale of commodity contracts, on margin or otherwise, that the individuals listed below are authorized to execute a Customer Agreement and any and all other documents required by CFG and that any or all of these individuals are further authorized to give oral or written instructions to CFG on behalf of Corporation for purchases, sales, delivery of property, and all other matters relating to the conduct of said account or accounts to the fullest extent and generally to do and take all action necessary in connection with any such account or considered desirable by such person;

#### LIST OF AUTHORIZED TRADERS: IF NOT AN EMPLOYEE A CFG POWER OF ATTORNEY MUST BE SIGNED

Name:	Title:
Name:	Title:
Name:	Title:

FURTHER RESOLVED, that notices or demands upon the Corporation made by CFG in connection with the Corporation's account or accounts may be delivered by CFG verbally or in writing to any of the above-designated persons as though dealing with the Corporation directly.

FURTHER RESOLVED, that it is the intention of the Corporation to give the persons hereby empowered the broadest possible power with respect to the account or accounts of the Corporation, and the Corporation agrees that CFG has no duty or responsibility to investigate further the authority of such persons to exercise such power, and the Corporation further agrees to hold CFG harmless against any and all claims that may arise by reason of following any instructions, orders and directions given by an empowered person;

FURTHER RESOLVED, that, in order to induce CFG to act as broker on behalf of the Corporation, the execution and delivery of a Customer Account Agreement, Risk Disclosure, and Hedge Designation is hereby authorized;

- (a) In the event the foregoing resolutions are rescinded or amended at any time, or any of the representations and warranties in the Customer Agreement cease to be true and correct at any time, the Corporation will promptly notify CFG in writing at the address for notices set forth in the Customer Agreement;
- (b) The Corporation agrees to indemnify and hold harmless CFG, its successors and assigns against and from any and all claims whatsoever that said transactions or any of them were not the duly authorized acts of that: conduct of its corporate business or if any of the above representations or warranties shall at any time, not be true and correct or the above Agreements shall not have been fully performed by the Corporation.

By:	Date:
Secretary	
Approved by:	Title:

(President, or executive officer other than Secretary.)

Affix corporate seal if applicable

#### CUSTOMER FUTURES CONTRACT TRADING AGREEMENT

CFG FUTURES CANADA INC. ("CFG") agrees to accept and maintain for the undersigned ("Customer") one or more accounts and to act as Broker for the Customer for the execution and clearance of orders for transactions involving the purchase and sale of commodity interests including but not limited to futures contracts; options on futures contracts; commodities and forward contracts; spot and foreign exchange transactions; EFP's; any other foreign currency-denominated financial instruments and any other cash transaction (collectively referred to as "Commodity Contracts"), and in consideration thereof Customer agrees to the following:

**I. Trading Authorization.** CFG is authorized to purchase and sell Commodity Contracts for Customer's account (i.e., all accounts opened on Customer's behalf, accounts with Customer guarantees, and accounts for which Customer is jointly responsible) in accordance with oral or written instructions from the Customer, the Customer's Introducing Broker or other designated agent of the Customer. Customer hereby waives any defense that such instructions were not in writing. CFG is also authorized, in its sole discretion, to employ clearing members and floor brokers as Customer's agents in connection with the execution carrying, clearance, delivery and settlement of any such purchases and sales of Commodity Contracts.

**2. Applicable Rules and Regulations.** All orders entered for the purchase or sale of a Commodity Contract and all transactions in Commodity Contracts executed for Customer's accounts shall be subject to the constitution, bylaws, rules, regulations, customs and usages collectively "rules") of the exchange or market, and its clearing house, if any, where such orders are directed or such transactions are executed and any applicable self-regulatory organization and to the provisions of all applicable federal and provincial laws and to the rules and regulations promulgated thereunder (collectively "laws"). CFG shall not be liable to Customer as a result of any action taken by CFG or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of CFG, and any failure by CFG or its agents to comply with any of the foregoing rules or laws shall not relieve Customer of any obligation under this agreement nor be construed to create rights under this agreement in favor of Customer against CFG.

**3.** Charges Payable by Customer. Customer agrees to pay (a) CFG such commissions and service fees as CFG may establish and charge from time to time; (b) the amount of any loss that may result from transactions by CFG on Customer's behalf, including any deficit balance; and (c) interest on any deficit balance and on any other amounts payable to CFG under this agreement at the rate of three percent (3%) over the prime rate in effect from time to time, as offered by the Bank of Nova Scotia, or the maximum rate allowed by law, whichever is less.

**4. Risk of Loss.** All transactions effected for Customer's accounts and all fluctuations in the market prices of the Commodity Contracts carried in Customer's accounts are at Customer's sole risk and Customer shall be solely liable under all circumstances. By execution of this agreement, Customer warrants that Customer is willing and financially able to sustain any such losses. CFG is not responsible for the obligations of the persons with whom Customer's transactions are affected, nor is CFG responsible for delays in transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or other causes. CFG shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization or similar entity.

**5. Trading Recommendations.** Customer acknowledges that any trading recommendations and market or other information communicated to Customer by CFG, although based upon information obtained from sources believed by CFG to be reliable, may be incomplete, may not be verified, may differ from advice given to other customers, and may be changed without notice to Customer. CFG makes no representation or warranty with respect to the tax consequences of Customer's transactions.

**6. Indemnification.** Customer hereby agrees to indemnify CFG and hold CFG harmless from any liability, cost or expense (including attorneys' fees and expenses and any fines or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other self-regulatory body) which CFG may incur

or be subjected to with respect to Customer's account or any transaction or position therein. Without limiting the generality of the foregoing, Customer agrees to reimburse CFG on demand for any cost of collection incurred by CFG in collecting any sums owing by Customer under this agreement and any cost incurred by CFG in successfully defending against any claims asserted by Customer, including all attorneys' fees, interest and expenses.

**7. Recording.** Customer understands that all conversations regarding Customer's accounts, orders and Commodity Contracts between Customer and CFG may be recorded by CFG, and Customer irrevocably consents to such recordings and waives any right to object to CFG's use of such recordings in any proceeding or as CFG otherwise deems appropriate.

**8.** Foreign Currency. If any transaction for Customer's accounts is effected on any exchange or in any market on which transactions are settled in a foreign currency, any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the Canadian Dollar shall be entirely for Customer's account and at Customer's sole risk. CFG is hereby authorized to convert funds in Customer's accounts into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which CFG normally conducts such business transactions.

**9. Margin Requirements.** Customer will at all times maintain such margin or collateral for Customer's account(s) as requested from time to time by CFG (which requests may be greater than exchange and clearing house requirements). Margin deposits shall be made by bank wire transfer of immediately available funds, or by such other means as CFG may direct, and shall be deemed made when received by CFG. CFG's failure at any time to call for a deposit of margin shall not constitute a waiver of CFG's rights to do so at any time thereafter, nor shall it create any liability of CFG to Customer.

10. Liquidation of Positions. In the event that (a) Customer shall fail to timely deposit or maintain margin or any amount hereunder; (b) Customer (if an individual) shall die or be judicially declared incompetent or (if an entity) shall he dissolved or otherwise terminated; (c) a proceeding under the Bankruptcy Act, an assignment for the benefit of creditors, or an application for a receiver, custodian, or trustee shall be filed or applied for by or against Customer; (d) attachment is levied against Customer's account; (e) the property deposited as collateral is determined by CFG in its sole discretion, regardless of current market quotations, to be inadequate to properly secure the account; or (f) at any time CFG deems it necessary for its protection for any reason whatsoever, CFG may, in the manner it deems appropriate, close out Customer's open positions in whole or in part, sell any or all of Customer's property held by CFG, buy any securities, Commodity Contracts, or other property for Customer's account, and may cancel any outstanding orders and commitments made by CFG on behalf of Customer. Such sale, purchase or cancellation may be made at CFG's discretion without advertising the same and without notice to Customer or his personal representatives and without prior tender, demand for margin or payment, or call of any kind upon Customer. CFG may purchase the whole or any part thereof free from any right of redemption. It is understood that a prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of CFG's right to sell or buy without demand or notice as herein provided. Subject to applicable laws and rules, and in order to prevent non-permitted trading in debit/deficit accounts, profits on any trades executed without CFG's express permission, for a Customer account that is debit/deficit at the time the order is placed, shall be for CFG's account if CFG in its discretion so elects. Losses on any such trades shall be jointly and severally borne by the Introducing Broker, if any, and the Customer. Customer shall remain liable for and pay CFG the amount of any deficiency in any account of Customer with CFG resulting from any transaction described above.

**11. Trading Limitations.** CFG at any time in its sole discretion may limit the number of positions which Customer may maintain or acquire through CFG, and CFG is under no obligation to effect any transaction for Customer's accounts which would create positions in excess of the limit which CFG has set. Customer agrees not to exceed the position limits established by the Commodity Futures Trading Commission ("CFTC") or any contract market, whether acting alone or with others, and to promptly advise CFG if Customer is required to file any reports on positions.

**12. Exercises and Assignments.** With regard to options transactions, Customer understands that some exchange clearing houses have established exercise requirements for the tender of exercise instructions and that options will become worthless in the event that Customer does not deliver instructions by such expiration times. At least two business days prior to the first notice day in the case of long positions in futures or forward contracts, and at least two business days prior to the last trading day in the case of short positions in open futures or forward contracts or long and short positions in options, Customer agrees that Customer will either

give CFG instructions to liquidate or make or take delivery under such futures or forward contracts, or to liquidate, exercise, or allow the expiration of such options, and will deliver to CFG sufficient funds and/or any documents required in connection with exercise or delivery. If such instructions or such funds and/or documents, with regard to option transactions, are not received by CFG prior to the expiration of the option, CFG may permit an option to expire. Customer also understands that certain exchanges and clearinghouses automatically exercise some "in-the-money" options unless instructed otherwise. Customer acknowledges full responsibility for taking action either to exercise or to prevent exercise of an option contract, as the case may be; CFG is not required to take any action with respect to an option, including without limitation any action to exercise a valuable option contract prior to its expiration or to prevent the automatic exercise of an option, except upon Customer's express instructions. Customer further understands that CFG also has established exercise cut-off times which may be different from the times established by the contract markets in clearing houses. In the event that timely exercise and assignment instructions are not given, Customer hereby agrees to waive any and all claims for damage or loss Customer might have against CFG arising out of the fact that an option was or was not exercised. Customer understands that CFG randomly assigns exercise notices to Customers, that all short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned, and that exercise assignment notices are allocated randomly from among all Customers' short option positions which are subject to exercise.

13. Security Agreement. (a) All Commodity Contracts, funds, securities, and other property in Customer's accounts or otherwise now or at any time in the future held by CFG for any purpose, including safekeeping, are subject to a security interest and general lien in CFG'S favor to secure any indebtedness at any time owing from Customer to CFG, including any indebtedness resulting from any guarantee of a transaction or account by Customer or Customer's assumption of joint responsibility for any transaction or account. From time to time and without prior notice to Customer, CFG may transfer interchangeably between and among any account of Customer maintained at CFG any of Customer's funds (including segregated funds), securities, commodities, or other property for purposes of margin, reduction or satisfaction of any debit balance, or any reason which CFG deems appropriate. Within a reasonable time after any such transfer, CFG will confirm the transfer in writing to Customer; (b) all property carried for Customer by CFG shall be segregated as required by the IDA. Subject to such segregation requirements, Customer hereby grants to CFG the right to pledge, repledge, hypothecate, or invest either separately or with the property of other Customers, any securities or other property held by CFG for the account of Customer or as collateral therefore, including without limitation to any exchange or clearing house through which trades of Customer are executed. CFG shall be under no obligation to pay to Customer or account for any interest income, or benefit derived from such property and funds or to deliver the same securities or other property deposited with or received by CFG for Customer. CFG may deliver securities or other property of like or equivalent kind or amount; CFG shall have the right to offset any amounts it holds for or owes to Customer against any debts or other amounts owed by Customer to CFG.

14. Authority to Transfer Accounts. Until further notice in writing from the undersigned, CFG is hereby authorized at any time, without prior notice to the undersigned, to transfer from any account or accounts of the undersigned maintained at CFG or any exchange member through which CFG clears customer transactions, such excess funds, securities, commodities, commodity futures contracts, commodity options, and other property of the undersigned as in CFG's sole judgment may be required for margin in any other such account or accounts or to reduce or satisfy any debit balances in any other account or accounts provided such transfer or transfers comply with relevant governmental and exchange rules and regulations applicable to the same. CFG is further authorized to liquidate any property held in any such account or accounts of the undersigned whenever, in CFG's sole judgment, such liquidation is necessary in order to effectuate the above authorized transfer and application of property. Within a reasonable time after making any such transfer or application, CFG will confirm the same in writing to the undersigned.

**15.** Notices and Communications. Customer shall make all payments, except with regard to wire transfers discussed above, and deliver all notices and communications to the office of CFG FUTURES CANADA INC. at Suite 310, 360 Main Street, Winnipeg, Manitoba R3C-3Z3. All communications from CFG to Customer may be sent to the Customer at the address indicated on the Customer Account Application or to such other address as Customer hereafter directs in writing. Confirmations of trades, statements of account, margin calls, and any other written notices shall be binding on Customer for all purposes, unless Customer calls any error therein to CFG's attention in writing (a) prior to the start of business on the business day next following notification, in the case of margin calls and reports of executions and (b) within 5 days of delivery to Customer, in the case of

statements of account and any written notices (other than trade confirmations or margin calls) or demands. None of these provisions, however, will prevent CFG, upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected in Customer's account, will be credited or debited so that it is in the same position it would have been in if the error had not occurred. Whenever a correction is made, CFG will promptly make written notification to Customer. All communications, whether by mail, e-mail, telex, courier, telephone, telegraph, messenger, facsimile, or otherwise (in the case of mailed notices), or communicated (in the case of telephone notices), sent to Customer at Customer's address (or telephone number) as given to CFG from time to time shall constitute personal delivery to Customer whether or not actually received by Customer, and Customer hereby waives all claims resulting from failure to receive such communications.

**16. Printed Media Storage.** Customer acknowledges and agrees that CFG may reduce all documentation evidencing Customer's account, including the original signatured documents executed by Customer in the opening of such Customer's account with CFG, utilizing a printed media storage device such as micro-fiche or optical disc imaging. Customer agrees to permit the records stored by such printed media storage method to serve as a complete, true and genuine record of such Customer's account documents and signatures.

**17. Representations.** Customer represents that (a) (if an individual) he is of the age of majority, of sound mind, and authorized to open accounts and enter into this agreement and to effectuate transactions in Commodity Contracts as contemplated hereby; (b) (if an entity) Customer is validly existing and empowered to enter into this agreement and to effect transactions in Commodity Contracts as contemplated hereby; (c) the statements and financial information contained on Customer's Account Application submitted herewith (including any financial statement therewith) are true and correct; and (d) no person or entity has any interest in or control of the account in which this agreement pertains except as disclosed in the Customer's Account Application. Customer further represents that, except as heretofore disclosed to CFG in writing, he is not an officer nor employee of any exchange, board of trade, clearing house, or an employee or affiliate of any futures commission merchant, or an introducing broker, nor an officer, partner, director, or employee of any securities broker or dealer. Customer agrees too furnish appropriate financial statements to CFG to disclose to CFG any material changes in the financial position of Customer and to furnish promptly such other information concerning Customer as CFG reasonably requests.

**18. Clearing Broker.** If Customer's account is carried by CFG only as the clearing broker, Customer acknowledges that CFG is not responsible for the conduct, representations and statements of the introducing broker or its associated persons in the handling of Customer's account. Customer agrees to waive any claims Customer may have against CFG, and to indemnify and hold CFG harmless for any actions or omissions of the introducing broker or its associated persons.

**19. Binding Effect of Agreement; Modifications**. This agreement shall be binding upon and inure to the benefit of CFG, its successors and assigns, and Customer's heirs, executors, administrators, legatees, successors, personal representatives and assigns. Except as provided in paragraph 2, no change in or waiver of any provision of this agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and signed by the party intended to be bound. No agreement or understanding of any kind shall be binding upon CFG unless it is agreed to in writing, accepted and signed by an authorized officer.

**20. Headings.** The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

**21. Governing Law.** This agreement shall be governed by the laws of the Province of Manitoba. No action, regardless of form, arising out of transactions under this agreement may be brought by customer more than one year after the cause of action arose.

**22.** Acceptance of Agreement. This agreement shall constitute an effective contract between CFG and Customer upon acceptance by an authorized officer of CFG.

**23.** Multiple Accounts. Customer agrees that CFG may, from time to time, change the account number assigned to any account covered by this agreement, and that this agreement shall remain in full force and effect. Customer agrees further that this account, if closed and reopened, as well as all additional accounts opened in Customer's name at CFG, shall be covered by this same agreement with the exception of any account for which a new customer agreement is signed.

**24. Assignment.** This agreement shall ensure to the benefit of CFG FUTURES CANADA INC.'s present organization, and the successor organization or assigns. CFG FUTURES CANADA INC. may, in its sole and absolute discretion and without prior notice to the Customer, assign this agreement and transfer Customer's

account(s) to any futures commission merchant which acts as a clearing firm for the omnibus account(s) of CFG FUTURES CANADA INC. Customer hereby irrevocably consents to such assignment and transfer by CFG FUTURES CANADA INC.

**25.** Customer Acknowledgments and Signature. Customer hereby understands the Customer Account Agreement and consents and agrees to all of the terms and conditions of the agreement set forth above. Customer acknowledges that trading in Commodity 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 deposits.

**26.** All trades in futures contracts or futures contract options entered into on behalf of the client shall be subject to the customs of the industry - per TFE 9.08(v).

Customer hereby acknowledges that he has received, understands, and has in his possession the Risk Disclosure Statement required by the IDA, TFE and CFTC Regulation 1.55.

Print Name:
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Signature:
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Date:\_\_\_\_\_

Print Name:
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Signature:
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### FUTURES CONTRACT OPTION TRADING AGREEMENT

In consideration of your Company acting as brokers and opening an account or accounts for the Undersigned for the purchase and/or sale of futures contracts options (Options) issued by an exchange, corporation or other authority, which is or may be approved for trading options by the appropriate regulatory authorities having jurisdiction In the Province in which I reside, the Undersigned agrees that the said account or accounts is/are accepted in accordance with and subject to the terms hereunder.

- 1. All Option transactions shall be subject to the constitution, by-laws, rulings, regulations and customs of the Exchange (and its clearing house, if any) where executed or issuer of the Option to which the Option transaction pertains, and of any regulatory authority having jurisdiction.
- 2. In purchasing or selling any Options for the account of the Undersigned, you shall have the right to execute orders either for the account of the Undersigned alone or as part of larger transactions for the account of the Undersigned and/or the account of others or by purchasing from or selling to accounts of other Customers of your Company, in such manner in all respects as you may deem advisable.
- 3. Whenever there shall be a credit balance in any account of the Undersigned with you, the amount of such credit balance need not be segregated or held separately but may be commingled with the general funds of your Company and used for the general purposes of its business and such credit balance shall be deemed to be and shall be an item in a debtor and creditor account between the Undersigned and you and the Undersigned shall rely only on the liability of your Company in respect thereof. The Undersigned agrees at any time upon your demand to discharge all obligations of the Undersigned to you and to pay in full all indebtedness of the Undersigned to you, with interest thereon.
- 4. Any securities held or carried by you for or on account of the Undersigned may at your discretion be kept (1) at any of the places where you have an office, (2) in escrow with a bank acceptable to the regulatory authorities having jurisdiction, (3) with a trust company, or (4) with a correspondent broker of your Company, It is understood that I shall be entitled on demand and upon payment of the full amount due thereon to receive delivery of all securities in such account but not the same certificates or securities deposited, but only certificates or securities of the same kind and amount.
- 5. The Undersigned will at times maintain such margin as you may from time to time require upon or in the account(s) of the Undersigned and promptly meet all margin calls. Any and all futures contract options and securities at any time held by you in any of the account(s) of the Undersigned of whatsoever nature or kind maintained by the Undersigned with your company, in addition to those maintained hereunder, and including those held in safekeeping and equity therein, shall be subject to a general lien and to a pledge by the Undersigned for the discharge of all obligations of the Undersigned to you hereunder. The Undersigned agrees at any time upon your demand, whether made verbally or in accordance with Clause 11 hereof, to discharge all obligations of the Undersigned to you, with interest thereon. The word "securities" as used herein, shall include shares of stock, warrants or rights, equity options, bonds, notes, debentures, forward contracts, trust and deposit certificates, commodities and contracts relating thereto, and all other rights to property of whatsoever nature or kind, including those belonging to the Undersigned which may be in your possession or control or in transit to or from you.
- 6. The Undersigned agrees to pay interest upon the debit balances in the account(s) of the Undersigned monthly, at the prevailing rate charged by you upon similar Customers' accounts of similar size, scope and activity, and with any increase in rates caused by money market conditions, together with your usual charge to cover your credit services and facilities, and you shall not be obliged to notify the Undersigned of any change in such rates.
- 7. The Undersigned agrees to pay a commission to you upon the exe cution of all orders for the purchase and sale of Options, and upon the exercise of an Option or upon the delivery of securities in response to an exercise notice allocated to the Undersigned based upon an Option, at a commission in accordance with the then effective published rates of CFG or at an otherwise agreed upon rate.

- 8. Whenever the Undersigned is indebted to you and/or has a short position with you, all securities held by you or acquired by you in the account(s) of the Undersigned of whatsoever nature or kind, or deposited to secure same, may from time to time and without notice to the Undersigned be carried in your general loans and may be pledged, repledged, hypothecated or rehypothecated or loaned by you, either to yourselves as brokers or to others, separately or in common with other securities, and either for the sum due to you thereon or for a greater sum, or for the purpose of making a delivery on account of a short sale, and without retaining in your possession or control for delivery a like amount of similar securities.
- 9. Whenever you shall deem it necessary for your protection to sell any or all securities of the Undersigned which may be in your possession or which you may be carrying for the Undersigned (either individually or jointly with others) or to buy in any securities of which the account(s) of the Undersigned may be short, in order to close out the account(s) of the Undersigned in part or in whole, such sale or purchase may be made according to your judgment and may be made at your discretion on the Exchange or other Market where such business is then usually transacted or at public auction or private sale without advertising the same and without notice to the Undersigned and without prior tender, demand or call of any kind upon the Undersigned.
- 10. In the event that the Undersigned does not meet your margin calls whether verbal or written, forthwith after the making thereof, you are authorized in you sole discretion and without notification to the Undersigned, to take any and all steps necessary to protect yourselves in connection with Options held for the account(s) of the Undersigned, including the right to buy and/or sell short Options for the account and risk of the Undersigned as you may deem necessary to fully protect yourselves. The Undersigned further agrees that any and all expenses incurred by you in this connection will be reimbursed by the Undersigned.
- 11. Written confirmation from you of the execution of orders and settlements of the account(s) of the Undersigned shall be conclusive unless objected to you by either the Undersigned or by you in writing, the former within five business days and the latter within ten business days after transmittal by mail or otherwise. Communications may be sent to the Undersigned at the address given hereon, subject to any change in address furnished to you in writing, and all written communications so addressed, whether by mail, telegraph, messenger or otherwise, shall be deemed to have been given to the Undersigned personally whether actually received or not and shall be deemed to have been given on the date on which the same shall have been sent by you.
- 12. You shall be entitled in you sole discretion to determine whether to accept any order for a trade in an Option given to you by the Undersigned for the account of the Undersigned.
- 13. The Undersigned agrees to comply with and abide by the by-laws, rules and regulations of the Exchange (and its clearing house, if any) on which any Option transactions is carried out, or any other issuer of the Option to which the transaction pertains, and of any other regulatory authority having jurisdiction in the Province in which the Undersigned resides, which are now in effect or which from time to time may hereafter be passed or imposed and in effect relating to Options.
- 14. The Undersigned acknowledges that (1) you shall be entitled to require that any Option transaction carried on during the last ten days before the Option expires, to be on a cash only basis; (2) you may impose limits on "short" positions; (3) the method of allocating exercise of assignment notices shall be on a random selection basis or other basis as may be advised (4) additional rules and regulations restricting the trading of Options may be imposed from time to time by regulatory authorities having jurisdiction, and by the T.C.O., O.C.C., I.O.C.C., I.M.S. or other issuer of Options.
- 15. The Undersigned acknowledges that it is the obligation of the Undersigned to instruct you to "close out" Option contracts within 24 hours prior to their expiry date in order that the instruction of the Undersigned may be carried out by you, and in any event within the time as may be determined by your Company from time to time, as the latest time when your Company will accept such instructions. The Undersigned acknowledges that it is his duty and obligation to ascertain and know the policy from time to time of your Company as to time limits for acceptance of instructions to "close-out" Option contracts. In the event that you, at any time cannot contact the Undersigned for the purpose of obtaining instructions to "close-out" an Option contract, one of your directors shall be entitled to act, in his discretion to "close-out" such contract for the purpose of protecting a profit with respect to such contract for the Undersigned, provided that the Undersigned acknowledges that there is no duty or obligation on any of your directors to so act. The Undersigned agrees that you shall not be liable to the Undersigned in connection with errors or

omissions relating to the execution, handling, selling, purchasing, exercising or endorsing of Option transactions for the account(s) of the Undersigned, except for gross negligence or willful misconduct on your part.

- 16. The Undersigned acknowledges the right of CFG to provide regulatory authorities with information and/or positions relating to reporting and position limits.
- 17. The Undersigned acknowledges and is aware that the long positions and the short positions of the Undersigned in all accounts of the Undersigned whether with you, or others are aggregated, and the Undersigned agrees, whether acting alone or in concert with others, to comply with the applicable provisions of the by-laws, rules and regulations of the exchange on which any Option transaction is carried out, and the rules and regulations of the Issuer of the Option to which the Option transaction pertains, and other regulatory authorities having jurisdiction, which may be in effect from time to time respecting position limits and exercise limits.
- 18. Your failure to exercise any of your rights in any one or more instances shall not be deemed a waiver therefore for the future. It is also understood and acknowledged that you are hereby authorized as the Undersigned's agent to withdraw funds from the Undersigned's securities accounts with you to satis fy either initial or variation margin in connection with any transactions for the Undersigned's futures contract options account with you. If the Undersigned also maintains a securities account with you, you shall, unless otherwise directed by the Undersigned, transfer free funds between accounts if such a transfer is necessary to reduce or eliminate a debit balance of \$5000 or more in the Undersigned's futures contract options account. The Undersigned also agrees that you may at any time in your discretion, whenever you deem it necessary or advisable for any reason to transfer free

funds between the Undersigned's futures contract options account and securities accounts with you, subject to any direction to the contrary given to you by the Undersigned in writing.

- 19. This is a continuing agreement applying to any and all listed Option transactions of the Undersigned through or with your Company, or its successors and assigns, superseding all prior agreements with respect to Option transactions with your Company, and the provisions hereof shall be binding upon the Undersigned and the personal representatives, successors and assigns of the Undersigned in the event of the death, incompetency or disability of the Undersigned, whether or not executors, administrators, committee, curator or conservators of the Undersigned, and without prior demand or call of any kind upon them or any of them.
- 20. The Undersigned, if an individual, represents to you that he or she is of legal age and is not an employee of any other member, member firm or member corporation of any stock exchange, or any non-member broker or investment dealer, and if the Undersigned is an employee of any stock exchange, he will specifically so advise you in writing and complete all necessary documentation required in order to permit him to be a customer of your Company.
- 21. If this agreement is signed by more than one individual, our liabilities and obligations hereunder shall be joint and several and each of the Undersigned agree that each has full power and authority to direct you to take any action whatsoever, with respect to the account of the Undersigned with you and you are hereby authorized and directed to act upon the instructions of any of the Undersigned with respect to such account. Any notice relating to such account, including contracts of purchase and sale may be sent to any of the Undersigned and shall be binding upon each of the Undersigned.
- 22. None of the provisions hereof shall under any circumstances be deemed to have been waived, modified or otherwise affected except by agreement in writing signed on your behalf by the Designated Registered Futures Options Principal or the Alternate Registered Futures Options Principal of your Company.
- 23. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE OPTIONS RISK DISCLOSURE STATEMENT WITH AND ACCEPTED BY THE SECURITIES COMMISSION OF THE PROVINCE IN WHICH HE/SHE IS A RESIDENT. THE UNDERSIGNED ACCEPTS THIS AGREEMENT AS A RECEIPT OF WRITTEN ADVISE FROM YOU THAT YOU INTEND TO OBTAIN FROM A CONSUMER REPORTING AGENCY A CONSUMER REPORT CONTAINING PERSONAL INFORMATION CONCERNING THE UNDERSIGNED.

- 24. The Undersigned represents that the Undersigned is willing and able to assume the financial risks and hazards of Option trading, and in consideration of your carrying account(s) for the Undersigned, the Undersigned agrees not to hold your Company responsible for losses incurred through the Undersigned following the trading recommendations or suggestions offered to the Undersigned in good faith by your Registered Representatives.
- 25. The Undersigned hereby acknowledges receipt of a counterpart of this agreement.
- 26. The Undersigned consents and agrees to ratify any transaction with the account(s) of the Undersigned in which you act as a market maker or principal in the purchase or sale of option contracts. It is also understood any commission expressed as a charge for any purchase or sale of option contracts where you acted as a market maker or principal shall be deemed a sum payable increasing the cost to the Undersigned of such transaction.

Customer's Full Name (Please Print)

Customer's Signature

Date

WITNESS

Date

#### HEDGE DESIGNATION (For Bona Fide Hedge Accounts Only)

The Customer hereby confirms that all orders which the Customer initiates for the purchase or sale of futures or options contracts from this account will represent bona fide hedges, as defined by Regulation 1.3(z) of the Commodity Futures Trading Commission ("CFTC"), and the IDA.

It is further agreed that CFG FUTURES CANADA INC. ("CFG") shall rely on this representation that all trades made in the account are bona fide hedges and that CFG shall have no obligation to inquire or verify the nature of such trades or incur any liability, if, in fact, they may not be such.

Furthermore, in accordance with IDA regulations and CFTC Rule 190.06, unless Customer notifies CFG in writing to the contrary, in the unlikely event of CFG bankruptcy, the trustee shall attempt to contact Customer for instructions regarding the disposition of open contracts in this bona fide hedge account.

It is understood, and the Customer agrees, that this account is subject to hedge margins and to other rules and regulations as prescribed for hedge accounts by the various commodity exchanges and the CFTC, and the Customer agrees to comply with all laws, rules, and regulations concerning hedging in such contracts.

Description / Type of Commercial Business to be Hedged:

Print Name:	Account:
Signature:	Signature:
Date:	
Bona Fide Hedge Commodities:(Promptly Notify C	CFG of Changes to this List)
Commodity Futures Contracts/Options to be used as hedges	Maximum number of contracts/options

### PERSONAL GUARANTEE

(For Closely-Held Corporate, Sole Proprietorship, Custodial, Student Accounts, etc.)

In order to induce CFG FUTURES CANADA INC. ("CFG") to enter into the Customer Agreement, to which this guarantee is attached, with (Customer), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, jointly and severally in the case of multiple guarantors, personally guarantee(s) the prompt, full and complete performance of any and all of the duties and obligations of Customer to CFG and the payment of any and all indebtedness, damages, costs and expenses due CFG by Customer.

This guarantee shall remain in full force and effect until the termination of the Customer Agreement provided, however, that the undersigned shall not be released from his/their obligations hereunder so long as any claim of CFG against Customer which arises out of, or relates to, directly or indirectly, said Customer Agreement, is not settled or discharged in full.

The undersigned hereby expressly waives (a) notice of acceptance of this guarantee by CFG, (b) notice of non-performance of Customer of any of its duties or obligations, as set forth in the Customer Agreement, (c) notice of any modification to the Customer Agreement or any extension of time granted to the Customer, and (d) all defenses, offsets and counterclaims which the undersigned may at any time have to claim of CFG against Customer.

CFG may, in its discretion, proceed against the undersigned, jointly and severally in the case of multiple guarantors, to collect any obligation covered by this guarantee without first proceeding against Customer. Upon 5 days notice by CFG, the undersigned shall pay any and all indebtedness, damages, costs and expenses due CFG by Customer and shall perform any and all duties and obligations of Customer to CFG.

This guarantee shall be construed pursuant to the laws of the Province of Manitoba, shall inure to the benefit of CFG, its successors and assigns, and shall be binding on the undersigned, his/their heirs and assigns.

Any notice to be given to the undersigned may be sent to the address provided below, whether by mail, telegraph, messenger or otherwise, and shall be deemed given to the undersigned personally whether or not actually received.

All actions or proceedings arising with respect to any controversy arising out of this guarantee shall be litigated only in courts whose situs is within the Province of Manitoba and the undersigned hereby submits to the jurisdiction of the courts of the Province of Manitoba. The undersigned shall accept court service of process by registered or certified mail addressed to the address provided below or to such other address as the undersigned has supplied to CFG in writing and such service shall constitute personal service of such process. The undersigned waives any right the undersigned may have to transfer or change the venue of any litigation brought against the undersigned by CFG.

Guarantor:	Witness:
Address:	
_	

Date	:	

(Attach a list for multiple guarantors)

MUST ATTACH A COPY OF GUARANTOR'S FINANCIAL STATEMENT OR COMPLETED ACCOUNT APPLICATION.