



# Arbitration Agreement

The customer ("Customer") hereby agrees that any claim or controversy between Customer and ATC BROKERS or any of its employees, affiliates, or agents, or its or their respective successors or assigns (collectively referred to as "ATC") arising directly or indirectly out of, or relating to or in connection with Customer's accounts introduced by ATC, transactions between Customer and ATC or any other document or agreement now or hereafter existing that relates to Customer's accounts introduced by ATC, or any breach of any of them or any transactions effected pursuant to them shall, except as provided below, be resolved by binding arbitration before a forum chosen in accordance with the following procedure. At such time as Customer notifies ATC or any of its affiliates that Customer intends to submit a claim or controversy to arbitration or at such time as ATC or any of its affiliates notifies Customer that ATC or any of its affiliates intends to submit a claim or controversy to arbitration, Customer shall have the opportunity to choose a forum from a list of three or more qualified forums provided to Customer by ATC within 10 days of notification that a claim or controversy is being submitted for arbitration. If Customer fails to make a selection of a qualified forum within 45 days or receipt of such list, ATC shall have the right to select a qualified forum from the list. A "qualified forum" is an organization whose procedures for conducting arbitrations comply with the requirements of United States Commodity Trading Commission ("CFTC") Regulation Section 166.5. The National Futures Association will be one of the forums offered. Any award rendered by the arbitrators shall be final and binding on and judgment may be entered in any court having jurisdiction.

ATC acknowledges that ATC or any of its affiliates who is a party to any controversy arbitrated pursuant to this Arbitration Agreement shall be required to pay any incremental fees which may be assessed by a qualified forum for provision of a mixed arbitration panel, unless the arbitrator(s) hearing the controversy shall determine that Customer has acted in bad faith in initiating or conducting the arbitration. A "mixed arbitration panel" is an arbitration panel composed of one or more persons, a majority of whom are not members of a contract market or employed by or otherwise associated with a member of a contract market and are not otherwise associated with a contract market.

Any hearing held to resolve any claim or controversy between Customer and ATC under this Arbitration Agreement shall take place in Los Angeles, California. Customer agrees that in any arbitration proceeding under this Arbitration Agreement Customer shall not claim and shall not be entitled to lost opportunity costs, consequential damages, treble damages, or punitive damages. In any arbitration proceeding where ATC is deemed to be the prevailing party, Customer agrees that Customer shall be responsible for the payment of ATC's costs incurred in defending Customer's claim, including ATC's attorney's fees.

Any award rendered in any arbitration conducted pursuant to this Arbitration Agreement shall be final and binding on and enforceable each and/or all of the parties hereto and their personal representatives in accordance with the substantive law of the State of California, and judgment may be entered on any such award by any court having jurisdiction thereof.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC), AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR ATC MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF ATC INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT AGREE TO THIS AGREEMENT TO OPEN AN ACCOUNT WITH ATC. SEE 17 CFR 166.1-166.5.

Please note that ATC believes that resolving disputes in arbitration can be more efficient and cost effective than resolving disputes in litigation.