



CONDITIONS OF MEMBERSHIP:

It shall be an offense against the ICI Interchange and a violation of ICI Interchange rules to make a misstatement upon a material point to ICI Interchange staff or on an application for membership.

I understand that a membership obtained by fraudulent representation or concealment, or by any material misstatement, shall be disposed of by the ICI Interchange, as provided for in ICI Interchange rules.

I do hereby agree that, if I am approved as a member of the ICI Interchange, I will observe and be bound by the ICI Interchange's Rules and Regulations, both those in effect now and in the future, and all amendments thereto.

I understand that the ICI Interchange may conduct, or cause to be conducted, an investigation into my character, general reputation, and personal characteristics and that the ICI Interchange may retain a consumer reporting agency for that purpose. I also understand that, upon my written request, ICI Interchange will disclose to me in writing the nature and scope of the investigation if conducted by a consumer-reporting agency. I hereby authorize the ICI Interchange to conduct an investigation as to my credit, character, general reputation, educational history, and personal characteristics.

I hereby authorize and direct any commodity and/or security Interchange of which I am or have been a member, to release to the ICI Interchange all information concerning disciplinary action taken against me, or a firm in which I am or was a principal.

I hereby authorize the release of this membership application as well as my membership file for review by the primary clearing member that I designated on this application or which I may designate in the future.

I authorize and request any and all of my former employers and any other persons to furnish to the ICI Interchange any information they may have concerning my character, ability, business activities and reputation, financial background and credit worthiness, together with, in the case of former employers, a history of any employment by them and the reasons for termination thereof; and I hereby release each such employer and each such other person from any and all liability of whatsoever nature of furnishing such information to the Interchange.

Applicants applying for membership hereby consent to use by ICI and its affiliates of proprietary data or other personal information regarding the applicant/member received by ICI and its affiliates from time to time through the conduct of their businesses,



including any data submitted to them to fulfill regulatory obligations, for commercial, business and marketing purposes. Without the prior consent of the applicant/ member, ICI and its affiliates will not reveal to non-affiliated third parties on a non-aggregated, non-anonymized basis any of the following information that is obtained from the applicant/member to fulfill regulatory obligations: (i) personally identifiable information, (ii) detailed transaction data, (iii) position data, (iv) investigative materials, or (v) financial source documents, except (w) as necessary to fulfill its regulatory obligations, (x) as permitted by law, (y) as required or requested by regulatory authority or (z) pursuant to a valid court order, subpoena or equivalent legal instrument.

The ICI Interchange will not recognize or administer any security agreement with respect to the ownership of this membership. Proceeds of the sale of this membership will be distributed as specified in ICI Interchange rules.

Furthermore, by signing this application, I confirm that if conducting business through ICI electronic markets I am not prohibited by any regulator (U.S. or otherwise) to which I am required to report.

In order to be eligible for membership with the ICI Interchange, applicants (individuals or corporates) must ensure that their request for membership is lawfully made in accordance with the laws of the jurisdiction in which they are located. Should such a request be made unlawfully, the ICI Interchange shall have the right to terminate said membership.

The undersigned, by filing application for a membership privilege with ICI's Membership Services Department, agrees to take no recourse against ICI or any of its managers, officers, or employees by way of any and all manner of actions, suits, controversies, judgments, executions, claims or demands, in law of equity, if the undersigned is not approved to be a member, except as may be permitted under Section 8c of the Commodity Interchange Act.

I, say that I have read and understand the contents of the foregoing statement and that all of the information contained hereinbefore is true, accurate, and complete.

\_\_\_\_\_ <Name of Officer>

\_\_\_\_\_ <Title>

\_\_\_\_\_ <Firm>

\_\_\_\_\_ <Date>