

**CUSTOMER AGREEMENT AND LIMITED POWER OF ATTORNEY**

Striker Securities, Inc. "Striker"  
940 N. Industrial Drive  
Elmhurst, IL 60126

Reference: Trading Account with Striker

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Striker Securities, Inc. and \_\_\_\_\_ (Customer).

WHEREAS, Customer acknowledges that Striker Securities, Inc. ("Striker") is an Independent Introducing Broker (IIB) registered with the Commodity Futures Trading Commission (CFTC) and is a member of the National Futures Association (NFA), and that Striker is formerly a Broker/Dealer (B/D) registered with the Securities and Exchange Commission (SEC) and a former member of the Financial Industry Regulatory Authority (FINRA), and that Striker is variously registered in the above or similar capacities with several state authorities; and

WHEREAS, the services that Striker shall provide to Customer shall be limited to monitoring the Customer's "System" or "Systems" and transmitting or caused to be transmitted Customer's trade orders to the various exchanges on which trades may be executed (and to taking ancillary actions as authorized by Customer below) on Customer's behalf in accordance with the trading signals generated by the Customer's trading system(s)/ program(s)/ advisory(ies) (hereinafter, Customer's "System" or, if using more than one, Customer's "Systems");

WHEREAS, Customer acknowledges that Striker shall not take, hold or handle money or property for or on Customer's behalf;

WHEREAS, Customer acknowledges that Striker shall introduce Customer's account, in its capacity as an IIB, to one or more clearing firms ("FCM"), such as ADMIS, OEC, AMP, GAIN, PHILLIP CAPITAL, RCG, RJO, STRAITS, WEDBUSH, IRON BEAM, DORMAN or such other clearing firm as Striker may use from time to time, and that each such clearing firm is registered as a Futures Commission Merchant with the CFTC and is a member of the NFA; and

WHEREAS, pursuant to the FCM's agreement between the FCM and Customer, the FCM's responsibilities for Customer's account generally shall include and be limited to handling money and other property deposited in Customer's account, preparing and disseminating trading account statements and other records for the account and executing and clearing trades;

WHEREAS, Striker does not have any ownership interest in, and has not recommended to Customer, any Systems(s), and Customer acknowledges the selected system(s) are independent of and not based on any recommendation of Striker, Customer's System(s)

WHEREAS, Customer acknowledges that Striker has fully explained the limited roll of Striker related to Customer's System(s) and that Customer is in full control of account at all times;

WHEREAS, Customer understands that Systems can generate substantial profits and losses and can result in what may be considered excessive commissions that may negatively impact Customer's trading performance; and

WHEREAS, Customer acknowledges that Striker and its employees have provided Customer with a Risk Disclosure Statement explaining the risks and possible rewards of futures and options trading;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, it is agreed as follows:

**1. Customer's Request For Services:** Customer herewith requests Striker to monitor the Customer's System(s) and, if applicable to the System(s), to transmit or caused to be transmitted on Customer's behalf trade orders to the various exchanges on which trades may be executed, and to take ancillary actions as outlined in Section 4 below, in accordance with trading signals generated by Customer's System(s) as transmitted/communicated by Customer's System(s) to Striker from time to time. Striker shall be paid on a commission-basis for its services provided hereunder;

**2. Customer's Selection of a System:** Customer acknowledges that neither Striker nor any of its employees have made any recommendation as to any System(s) that Customer is using or may use. Striker will accept verbal and e-mail instructions from Customer to cease trading, increase or decrease number of contracts to auto-trade, and changing to new system all upon e-mail documentation. Customer understands it can take up to 3 business days for Striker to act upon instructions;

**3. Customer's Representations and Responsibilities:** Customer represents and warrants as follows, and shall have the following responsibilities:

a. Customer represents that, as the case may be, i) Customer developed and owns Customer's System(s) and all "Systems Revisions", or ii) a third party developed Customer's System(s) and "Systems Revisions;"

b. In the event a third party developed Customer's System(s) and "Systems Revisions," Customer represents that Customer has and shall continuously maintain a validly-issued, fully paid license or subscription to use the System(s) (including "Systems Revisions") as contemplated hereunder, and that Customer's provision of Customer's System(s) (including any "Systems Revisions") to Striker, and Striker's use/administration of Customer's System(s) (including any "Systems Revisions") as contemplated under this Agreement, is fully authorized by the owner thereof. While, upon Striker's request, Customer shall provide Striker with written evidence of such authorization from the owner, Striker is not obligated to request such evidence, and may fully rely on Customer's representation herein and signature below as confirming such authorization;

c. Customer represents that neither Customer's Systems(s) (including any "Systems Revisions") nor any part or component thereof infringe on any patent, trademark or intellectual property right of any person or entity;

d. Customer shall provide Striker with, and continuously maintain throughout the period of Customer's request for services hereunder, a working and most current version of Customer's System(s) and "Systems Revisions". Customer is aware that system developers may make Systems Revisions to their trading style and code;

e. If Customer's System(s) is a private advisory service, Customer will assure ongoing delivery of the service directly to Striker;

f. Customer shall always and solely be, and Striker shall never, under any circumstances, be, responsible for discovering, obtaining and providing revisions, upgrades and enhancements ("System Revisions") to Striker from time to time;

g. Customer shall regularly visit the client section, as applicable to Customer, on Striker's website in order to monitor trades and bring to Striker's attention any key punch mistakes in recording trading results;

h. Customer represents that if Customer's System is transmitted by Collective 2, i) Customer allows the system developer to input system code to a Collective 2 server directly, ii) Striker has no role in the execution of trades orders generated by such System(s), iii) while Striker can take Customer "off" the System, Striker has no control over the code and/or execution, iv) Customer must maintain adequate margins, otherwise Collective 2 will not execute trades orders generated by the System, and v) there is risk of "missed trades" if Customer does not maintain adequate margins, and Customer solely accepts this risk as part of Customer's selection/use of a System from Collective 2; and

i. Customer shall indemnify Striker in the event of Customer's breach of this Agreement.

j. To the extent Customer has been solicited to trade futures contracts, options contracts or spot foreign currencies ("forex"), or Customer has been provided advertising and/or marketing materials to trade such products (collectively, the "Materials"), by a firm other Striker, Customer acknowledges and agrees that Customer will not rely upon those Materials in opening an account with Striker.

k. Rather, in opening an account through Striker, Customer acknowledges and agrees that he/she will rely solely upon the information that Striker provides to you. Thus, all prior third-party Materials provided are superseded by the information and disclosures provided by Striker. Further, Customer acknowledges that Striker was not involved in the preparation of the Materials and Striker does not approve or endorse any third-party Materials. The providers of the Materials may not be registered to conduct business in futures, options or forex. As a result, their Materials may not satisfy the requirements established by the Commodity Futures Trading Commission ("CFTC") and National Futures Association ("NFA"). By contrast, Striker is registered with the CFTC and is a member of the NFA, and the company's information and disclosures comply with the requirements of the CFTC and NFA. In opening an account with Striker, you thus are required to disregard any prior Materials provided to you by any firm other than the Company.

l. The high degree of leverage in futures, options and forex trading may work against you as well as for you. Leverage can lead to large losses as well as gains. Only funds that you can afford to lose should be used to trade futures, options and/or forex. Additionally, if you are considering or have purchased a trading system or trading software (trading products), Striker recommends that you consider any funds paid for trading products as a part of your initial investment. These funds, and any commission and fees you pay for trade executions would need to be covered by trading gains before you could realize a positive return on the funds you deposit to trade futures, options on futures or forex.

**4. Customer's Grant of Limited Power of Attorney to Striker:** Customer grants to Striker a limited power of attorney to the following:

a. To transmit or caused to be transmitted on Customer's behalf trade orders to the various exchanges on which trades may be executed in accordance with trading signals generated by Customer's System(s) as transmitted/communicated by Customer's System(s) to Striker from time to time;

b. To incorporate any/all Systems Revisions provided to Striker from Customer; Customer acknowledges that any/all losses sustained before Systems Revisions are discovered/obtained by Customer, and that any/all losses sustained while Striker incorporates, implements and/or familiarizes itself with System Revisions provided to Striker by Customer, are Customer's sole responsibility;

c. If more than one Striker customer is using the same System, to, in Striker's sole discretion, enter block trade orders to enhance order execution, and in the case of split fills, to, in Striker's sole discretion, use an allocation system of assigning the lowest price to the lowest account number for both the initiation and the liquidation of all block trades;

d. Due to System(s) limitations and because market prices/trends are constantly changing (and thus, it is not always possible for Striker to transmit a trade order in exact accordance with the trading signal generated by Customer's System(s)), to, in Striker's sole discretion, adjust trade orders from time to time as necessary to facilitate transmission of the actual order; Customer acknowledges that, for the avoidance of doubt, Striker shall use ordinary care in providing its services hereunder, and Striker does not guarantee execution;

e. In the event of a mechanical, electrical, communication or computer problem and/or a power outage, data variance, system error or any other cause beyond Striker's reasonable control ("Cause of Delay"), to, in Striker's sole discretion transmit the delayed trade order(s) within a reasonable time under the circumstances after resolution of the Cause of Delay; Customer acknowledges that Striker shall not be held responsible for any resulting losses to the account;

f. Mindful that Striker shall not transmit a trade order until after the System generates the trading signal and transmits/communicates the signal to Striker, to, in Striker's sole discretion, transmit the trade order only on a "not held" basis for any order with specific price instructions;

g. To, in Striker's sole discretion, take advantage of excessive market swings by taking partial profits by liquidation and then later reinstating a profitable position -- commonly known as "DRT"; and Customer acknowledges Striker may liquidate positions if Customer has not satisfied or answered a margin call; and Striker may liquidate open positions using DRT in the event of a national emergency, exchange, or FCM instability;

h. Once Customer has executed this Customer Agreement And Limited Power Of Attorney, if Customer thereafter selects another or different System or Systems and issues Striker a written request (e.g., an e-mail, fax or letter) of such selection(s), to automatically apply all of the terms of this Agreement, including, but not limited to, the limited powers granted by Customer to Striker under this section, to Striker, the Customer and any/all said additional/ new System(s);.

i. Depending on the clearing firm which carries your account, Striker may apply a \$50.00 closing fee processing charge, and a \$50.00 margin call fee. Also, for outgoing wires, Striker may apply a \$35.00 fee processing charge. For some trading systems, Striker may charge processing fees to execute and service the trading signals. For accounts that are deemed abandoned or inactive after 45-days, Striker may charge up to a \$35.00 monthly inactivity fee, depending on the clearing firm where the account is held.

**5. Striker's Limited Role:** Striker's authority and resultant responsibility is limited as described in this Agreement, and Striker makes no representations concerning any System(s). Striker shall not function as an advisor or recommend any trades, system(s), program(s) or advisory(ies);

**6. Risk (Risk Disclosure Statement):** As more fully outlined in the **Risk Disclosure Statement** provided to Customer, Customer acknowledges that the risk of loss in trading commodity futures contracts can be substantial. Customer should, therefore, carefully consider whether such trading is suitable for Customer in light of Customer's circumstances and financial resources. Customer further acknowledges that the volume of trading and resulting commissions generated by trades will impact trading performance. Customer further acknowledges that there are often differences and limitations between hypothetical results and real-time trading results.

Customer is aware of the speculative nature and high risk associated with futures and options trading and has a sufficient understanding of the trading techniques and parameters used in Customer's System(s) and of the mechanics of how the account will be traded, and fully accepts such risk and consequences. Customer is aware that there is a risk of loss in trading futures and options on futures and that trading may not be appropriate for all investors and that only risk capital should be used for trading;

**7. Disclaimer:** Customer's System(s) (including Systems Revisions) were not purchased or endorsed by Striker, and no person or representative of Striker has made any solicitation of any kind for any System(s) or Systems Revisions. Customer acknowledges that Striker independently operates various Systems for its customers, and that Striker does not have and has not claimed any affiliation

with any specific System, System developer or System vendor, and that Striker does not recommend, solicit or endorse any specific System, developer or vendor;

**8. Performance, Losses:** Customer acknowledges that there are no performance guarantees with any System(s), and agrees that neither Striker nor any of its officers, directors, employees, agents, representatives, brokers or associated persons are responsible for the performance of Customer's System(s) or for any trading losses in Customer's accounts. Customer further covenants and agrees that it will not bring any action against Striker seeking recovery of trading losses;

**9. Striker's Limitation of Liability:** Striker shall use ordinary care in connection with the discharge of its services performed pursuant to this Agreement, and Striker is not responsible for any loss or damage in connection with providing any said services unless the loss or damage occurs as a result of Striker's failure to exercise ordinary care;

**10. One-Year Limitation on Claims:** Customer agrees that any action or other legal proceeding between Customer, on the one hand, and Striker and/or Striker's officers, directors, employees, agents, representatives, brokers and associated persons, on the other hand, arising out of or relating to this Agreement or trading activity in Customer's account must be initiated not more than one (1) year after the claim or cause of action arose, regardless of the date of discovery of the alleged claim, notwithstanding any other or longer period of time or statute of limitations set forth under Section 14 of the Commodity Exchange Act, as amended, or any regulation or under any other federal or state statute of limitations. In addition, Customer agrees that all actions or legal proceedings, including arbitration hearings, shall be governed by the laws of the State of Illinois, and that all such hearings or proceedings shall be heard and resolved in either the state or federal courts in Chicago, Illinois or in arbitration before the National Futures Association or the American Arbitration Association in Chicago, Illinois. Any arbitration shall be governed by the Illinois Uniform Arbitration Act and any confirmation or vacation of an arbitration award shall be filed only in a state or federal court located in Cook, County, Illinois.

**11. Termination:** Striker may act upon the authority given in this Agreement until Customer revokes the authority by written notice actually received by Striker at Striker's above-listed address. Should there be any open position(s) in the Customer's account(s) at the time of receipt of the termination notice, Striker is authorized and automatically instructed to immediately liquidate all open positions.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Striker Securities, Inc. , By its authorized signatory