

ELX Authorized Customer Application and Agreement

The undersigned individual or entity (“Applicant”) hereby applies for Trading Privileges (as defined in the Rules (as updated and supplemented from time to time, the “Rules”) of ELX Futures, L.P. (the “Exchange”) on the Exchange and warrants that the information and responses set forth below are accurate and complete in all material respects and that Applicant will respond to any other questions or requests for information from the Exchange. Capitalized terms used in this Application and Agreement (the “Application”), including the Exhibits and Annexes hereto, but not defined shall have the meanings set forth for such terms in the Rules.

Required Documentation for Trading Privileges

Trading Privileges will be granted upon approval of this Application and Agreement by the Exchange in its sole discretion and after the Applicant has submitted a completed Application which includes authorization from a Primary Clearing Privilege Holder, the receipt and approval of which by the Exchange shall be a condition to granting of any User ID. The Primary Clearing Privilege Holder may be the Applicant.

This Application and Agreement and the documentation listed above should be submitted to ELX:

ELX Futures, L.P.
110 East 59th Street
New York, NY 10022
Attention: Stephen Wargo
Email: registration@elxfutures.com
Fax: 212-294-8060

To answer all questions completely and accurately, attach additional pages as necessary.

1. Name of Applicant _____
2. Name of Participant _____
3. Name of Clearing Privilege Holder _____
4. Date of Birth (if individual) _____
5. Home Address (if individual) _____
6. Office Address _____
7. Home Telephone Number (if individual) _____
8. Office Telephone Number _____
9. Fax Number _____

10. E-mail Address _____
11. Any Other Name(s) Applicant Has Used, Been Known by, or Done Business As

12. Designated Contact(s) – use ELX Contacts Roster if more than one.

The term “Designated Contact” means one or more natural persons authorized by a Participant or Authorized Customer, in each case, that is not an individual, to modify or withdraw any Order entered by it or on its behalf, or to identify the source of any such Order, or to request the activation or deactivation of any User ID.

Name: _____

Location City: _____ State/Province: _____

Country: _____

Phone: _____

E-mail: _____

Fax Number: _____

13. Other Primary Contacts – use ELX Contacts Roster if more than one.

	BUSINESS	OPERATIONS	TECHNOLOGY	COMPLIANCE
Name				
Phone				
E-mail				

14. No redistribution of Market Data

Applicant may access and utilize the ELX System and the Market Data solely internally for the purposes of placement and execution of Orders on the ELX System in accordance with this Agreement and the Rules. (For the avoidance of doubt, Applicant has a proprietary interest in the information contained in such Orders and resulting executions.) Notwithstanding the foregoing and in addition thereto, except as expressly permitted in this Agreement, Applicant will not: (i) access, use (or provide to any third party access to or the ability to use) the ELX System, the Market Data, any content or data that may be accessible using the ELX System or any part of the foregoing; (ii) store, copy, modify, reverse engineer, reverse assemble or reverse compile the ELX System, the Market Data, any content or data that may be accessible using the ELX System or any part of the foregoing; (iii) distribute, rent, sell, retransmit, redistribute, release or license to any third party the ELX System, the Market Data, any content or data that may be accessible using the ELX System or any part of the foregoing; and (iv) use the ELX System, the Market

Data, any content or data that may be accessible using the ELX System or any part of the foregoing in constructing or calculating the value of any index or indexed products.

No more than once every twelve (12) months unless with reasonable suspicion that Applicant is in material breach of its access to and use of the ELX System and the Market Data, upon prior written notice that is reasonable under the circumstances to Applicant, but not less than three business days, identifying the specific areas of inquiry and the basis for the reasonable suspicion of breach, using solely up to two individuals employed by an independent audit firm or in-house personnel of the Exchange's subcontractor providing the service, reasonably acceptable to Applicant ("Auditors"), limited to the scope of inquiry expressly set forth in such notice, on Applicant's premises during Applicant's normal business hours (or such other hours that Applicant may reasonably require) without unreasonably disrupting Applicant's normal operations the Exchange shall have the right to inspect or review Applicant's systems and any relevant records relating to the use and/or distribution of Market Data solely for the purpose of verifying Applicant's compliance with the terms of this Agreement and any relevant rules of the Exchange. Applicant, with reasonable cause, may request a postponement of the audit based on business and operational constraints. The parties will mutually agree to the appropriate length of the postponement. The Auditors will agree in writing to comply with the confidentiality provisions of the Agreement and with Applicant's security regulations and IT policies and standards, a copy of which will be provided to the Auditors upon request. Wherever practical, the Auditors shall carry out such inspection without accessing the Applicant's premises. Furthermore, the audit shall be completed within twenty (20) calendar days. If, however, the Exchange has proof that the Applicant has been uncooperative, the audit shall be extended until completed.

15. Jurisdictional Consent

- a) Applicant hereby consents and agrees to be bound by the Rules and pledges to comply with and abide by the same and all subsequent amendments thereto. Applicant also consents to the jurisdiction of the Exchange for all matters relating thereto, including but not limited to investigations and disciplinary proceedings.
- b) Applicant agrees when the Exchange approves this Application, that all trading through the Exchange will be subject to the Rules and that Applicant will act responsibly in transacting business on the Exchange.
- c) Applicant acknowledges that Applicant has read, understands and agrees to the terms of this Application. Applicant understands that if these responses are proven untrue, Applicant may be liable to revocation of trading authorization and expulsion.
- d) Applicant hereby certifies that (i) Applicant is not subject to any of the Grounds for Disqualification set forth in Annex A, and (ii) Applicant will inform the Exchange upon notice that Applicant is subject to any of the Grounds for Disqualification. ***If Applicant is subject to any ground for disqualification, a statement must be attached giving complete details as to the circumstances giving rise to the answer, including, as applicable, dates, parties, circumstances and disposition.***

Please include copies of decisions or final notices pertaining to the information provided in the statement.

- e) Applicant authorizes the Exchange and its agents to make available on request, to any Federal or State agency, any information it may have concerning Applicant. Applicant hereby releases the Exchange and its agents from any and all liability of whatsoever nature by reason of furnishing such information.
- f) Applicant agrees that if any information provided in this Application is no longer accurate, or any other information becomes available, such that Applicant no longer qualifies for the privileges sought by this Application, Applicant will immediately, but no later than three business days, notify the Exchange.
- g) Applicant certifies that in each case that a User ID is used for Orders entered by multiple parties, it will have in place policies and procedures acceptable to ELX, which:
 - i. restrict access through password protection to any system capable of submitting Orders to ELX to individual users authorized by the Authorized Customer (including its Supervised Persons), as the case may be, and having a Source ID;
 - ii. require creation, maintenance and record keeping, as required in Rule V-1, of accurate and complete records regarding the individuals that are issued or authorized to use a unique Source ID; and
 - iii. ensure that individuals protect and maintain the security of any User ID or Source ID and prohibit the transfer of such User ID or Source ID to any other Person.

By signing below, Applicant certifies that it has read and understands the forgoing statements and that each of Applicant's responses thereto is true and complete and that all of the information represented in this Application is complete, correct and is provided by Applicant to the Exchange, for the purpose of trading on the Exchange. If proven to be untrue, Applicant understands that Applicant may have its Trading Privileges revoked.

By: _____
Name of Applicant

Name and Title of Authorized Person

Signature of Applicant (or Authorized Person)

Date

By: _____
Name and Title of Participant Designated Contact

Signature of Participant Designated Contact

Date

By: _____
ELX Futures, L.P.

Date

GROUNDS FOR DISQUALIFICATION

In connection with any Application and Agreement submitted by any Applicant to the Exchange, the Applicant shall provide a statement (including copies of decisions or final notices pertaining to the information provided in the statement) giving complete details as to the circumstances giving rise to the denial, withdrawal, revocation or cancellation, as applicable, if any of the following is true with respect to the Applicant or any Person controlling the Applicant:

- such Applicant or Controlling Person has been found by the CFTC or by any court of competent jurisdiction to have violated, or has consented to findings of a violation of, any provision of the CEA, or any rule, regulation, or order thereunder, or to have willfully aided, abetted, counseled, commanded, induced, or procured the violation by any other Person of any such provision;
- such Applicant or Controlling Person has been found by any court of competent jurisdiction or by any Federal or State agency or other governmental body, or by agreement of settlement to which any Federal or State agency or other governmental body is a party, (i) to have violated any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935, the Trust Indenture Act of 1939, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the Securities Investors Protection Act of 1970, the Foreign Corrupt Practices Act of 1977, or any similar statute of a State or foreign jurisdiction, or any rule, regulation, or order under any such statutes, or the rules of the Municipal Securities Rulemaking Board or (ii) to have willfully aided, abetted, counseled, commanded, induced, or procured such violation by any other Person;
- such Applicant or Controlling Person failed reasonably to supervise another Person, who is subject to such Applicant or Controlling Person's supervision, with a view to preventing violations of the CEA, or of any of the statutes set forth in the preceding, or of any of the rules, regulations, or orders thereunder, and the Person subject to supervision committed such a violation: Provided, that no Applicant or Controlling Person shall be deemed to have failed reasonably to supervise another Person if (i) there have been established procedures, and a system for applying such procedures, which would reasonably be expected to prevent and detect, insofar as practicable, any such violation by such other Person and (ii) such Applicant or Controlling Person has reasonably discharged the duties and obligations incumbent upon that Person, as supervisor, by reason of such procedures and system, without reasonable cause to believe that such procedures and system were not being complied with;
- such Applicant or Controlling Person pleaded guilty to or was convicted of, within the 10 years preceding the date of the Application and Agreement, a felony that (i) involves any transactions or advice concerning any contract of sale of a commodity for future delivery, or any activity subject to CFTC regulation, or concerning a security, (ii) arises out of the conduct of the business of an FCM, IB, floor broker, floor trader, commodity trading advisor, commodity pool operator, associated Person of any registrant under the CEA, securities broker, securities dealer, municipal securities broker, municipal securities dealer, transfer agent, clearing agency, securities information processor, investment adviser, investment company, or an affiliated Person or employee of any of the foregoing, (iii) involves embezzlement, theft, extortion, fraud, fraudulent conversion, misappropriation of funds, securities or property, forgery, counterfeiting, false

pretenses, bribery, or gambling, or (iv) involves the violation of section 152, 1001, 1341, 1342, 1343, 1503, 1623, 1961, 1962, 1963, or 2314, or chapter 25, 47, 95, or 96 of title 18, United States Code, or section 7201 or 7206 of the Internal Revenue Code of 1986;

- such Applicant or Controlling Person pleaded guilty to or was convicted of, within the 10 years preceding the date of the Application and Agreement, any misdemeanor which (i) involves any transaction or advice concerning any contract of sale of a commodity for future delivery or any activity subject to CFTC regulation or concerning a security, (ii) arises out of the conduct of the business of an FCM, IB, floor broker, floor trader, commodity trading advisor, commodity pool operator, associated Person of any registrant under the CEA, securities broker, securities dealer, municipal securities broker, municipal securities dealer, transfer agent, clearing agency, securities information processor, investment adviser, investment company, or an affiliated Person or employee of any of the foregoing, (iii) involves embezzlement, theft, extortion, fraud, fraudulent conversion, misappropriation of funds, securities or property, forgery, counterfeiting, false pretenses, bribery, or gambling, (iv) involves the violation of section 152, 1341, 1342, or 1343 or chapter 25, 47, 95, or 96 of title 18, United States Code, or section 7203, 7204, 7205, or 7207 of the Internal Revenue Code of 1986;
- such Applicant or Controlling Person was debarred by any agency of the United States from contracting with the United States;
- such Applicant or Controlling Person willfully made any materially false or misleading statement or willfully omitted to state any material fact in such Person's Application or any update thereto, in any report required to be filed with the CFTC by the CEA or the regulations thereunder, in any proceeding before the CFTC or in any registration disqualification proceeding;
- such Applicant or Controlling Person has pleaded nolo contendere to criminal charges of felonious conduct, or has been convicted in a State court, in a United States military court, or in a foreign court of conduct which would constitute a felony under Federal law if the offense had been committed under Federal jurisdiction;
- such Applicant or Controlling Person is subject to an outstanding order denying, suspending, or expelling such Person from membership in a registered entity, a registered futures association, any other self-regulatory organization, or any foreign regulatory body that the CFTC recognizes as having a comparable regulatory program or barring or suspending such Person from being associated with any member or members of such registered entity, association, self-regulatory organization, or foreign regulatory body;

Note: *The term “Control” in the context used above means the power to exercise a controlling influence over the management or policies of an Applicant. Any Person who owns beneficially, directly or indirectly, more than 20% of the voting power in the election of directors of a corporation, or more than 25% of the voting power in the election of directors of any other corporation which directly or through one or more Affiliates owns beneficially more than 25% of the voting power in the election of directors of such corporation, will be presumed to control such corporation. The terms “controlling” or “controlled” have meanings correlative to the foregoing.*

Primary Clearing Privilege Holder Authorization – Authorized Customer

To: ELX Futures, L.P. (“ELX”)

From: _____
(Applicant)

Re: Request for User ID – Participant

Primary Clearing Authorization for _____, a
(Full Legal Name of **Applicant**)
customer of _____ by
(Full Legal Name of **Participant**)

(Full Legal Name of **Primary Clearing Privilege Holder**)

Pursuant to Rule IV-23, _____ (“**Primary Clearing Privilege Holder**”) is hereby designated as the Primary Clearing Privilege Holder for _____ (“**Authorized Customer**”), a customer of _____ (“**Participant**”). Primary Clearing Privilege Holder guarantees and accepts full financial responsibility for all Orders entered and transmitted to ELX with valid User ID(s), unless such trade is cleared by another Person in accordance with the requirements of Rule IV-23(b) and provided that Participant’s or Customer’s Trading Privileges have not been suspended or revoked pursuant to the Rules. The guarantee will remain in effect until it is terminated by Clearing Privilege Holder but shall remain in effect with respect to any transactions executed prior to the effectiveness of such termination. Clearing Privilege Holder shall give written notice of such termination to ELX immediately, and the termination shall not be effective until notice is received by ELX.

The Participant and Primary Clearing Privilege Holder agree that as between each of them, on the one hand, and ELX on the other hand, they shall be fully responsible for implementing appropriate risk controls in accordance with the functionality of ELX for trades of the Participant, its Supervised Persons and its Authorized Customers, and each of them agrees to be responsible for, and hereby releases ELX from, any and all liability of whatsoever nature for any failure to implement or maintain appropriate risk controls.

Primary Clearing Privilege Holder guarantees and accepts full financial responsibility for all trades of the Applicant, and its Supervised Persons, Authorized Traders and Authorized Customers, as applicable unless it notifies ELX in writing to the contrary with respect to any or all Supervised Persons or Authorized Customers, which notice (i) shall not be effective with respect to any Supervised Persons or Authorized Customers not specifically named in the notice and (ii) until actually received by the ELX.

All capitalized terms used in this Primary Clearing Privilege Holder Authorization and not defined in the Rules shall have the meanings ascribed to them herein.

By: _____
Name and Title of Primary Clearing Privilege Holder
Designated Contact

Signature of Primary Clearing Privilege Holder
Designated Contact

Date

By: _____
Name and Title of Participant Designated Contact
(If different from Primary Clearing Privilege Holder)

Signature of Participant Designated Contact

Date

By: _____
Name and Title of Applicant Designated Contact

Signature of Applicant Designated Contact

Date

By: _____

ELX Futures L. P.

Date

ELX Contact Roster

(use this form for initial application and revisions)

Participant/Authorized Customer:							
	NAME	CONTACT TYPE	Alert Recipient (5 max) (Y/N)	LOCATION city state/province country	Email Address	Telephone #	Mobile #
1 required		Designated					
2 required		Compliance					
3 required		Business					
4 required		Operations					
5 required		Technology					
6 optional							
7 optional							
8 optional							
9 optional							

Any party that has been issued an ELX User ID must provide contact information for at least 1 and as many as 5 Designated Contacts.
 The Participant/Authorized Customer can list additional parties to receive communications from ELX without naming such parties as Designated Contacts.
 In any case, the holder of a User ID is limited to providing a maximum of 5 contacts .
 Except in the case of Designated Contacts, group e-mails and phone numbers may be used.
 Authorized Person must also be a Designated Contact for revisions.

Only a Designated Contact is authorized to act on behalf of the Participant/Authorized Customers per the Rules. Please refer to the Rules for additoinal information on the duties of Designated Contact.

Print Name of Authorized Person

Title Phone #

Signature of Authorized Person

Date

Please email to registration@elxfutures.com