



2001 Spring Road, Suite 700
Oak Brook, IL 60523
800.932.0053 Telephone
630.472.5969 Fax

www.mtrustcompany.com

FUTURES COMMISSION MERCHANT AGREEMENT

A PARTIES TO AGREEMENT

This agreement ("Agreement") is made as of this _____ day of _____, 20____ by and between: _____ ("FCM"),

an entity regulated by the Commodity Futures Trading Commission who maintains a place of business at:

Address:

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____

E-mail Address: _____

and Millennium Trust Company, LLC ("Millennium" or "MTC"), an independent Illinois trust company.

B REPRESENTATIONS, WARRANTIES, AGREEMENTS AND INDEMNIFICATION

FCM is willing to offer to certain Millennium clients ("Clients") the ability to invest a portion of such Clients' self-directed IRAs and/or other retirement plans ("Retirement Accounts") or taxable custody accounts (Retirement Accounts and taxable custody accounts collectively referred to as "Millennium Accounts") in futures contracts, options on futures contracts and/or foreign exchange transactions ("Investments") through an account at the FCM for such Millennium Accounts (each a "MTC Client Account") and Millennium is desirous of offering to its Clients the opportunity to open a MTC Client Account with FCM to make such Investments in the Millennium Accounts for which Millennium acts as Custodian.

NOW THEREFORE, in consideration of the premises, the promises and undertakings of each of FCM and Millennium and the specific terms and conditions contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. *No Right of Offset.* FCM acknowledges and agrees that as to each MTC Client Account established for a Retirement Account, no statutory, contractual, administrative or common law right of offset ("Right of Offset") arising with respect to any debit balance, margin call or other shortfall ("Shortfall") will be available to the FCM from either (i) such MTC Client Account as to a Shortfall in any other account maintained at the FCM or (ii) from any other account maintained by a Client with the FCM for a Shortfall in such MTC Client Account. FCM hereby waves all such Rights of Offset with regards to any MTC Client Account for a Retirement Account;
2. *No Liability for Shortfall.* FCM understands, acknowledges and agrees that the Client shall not be individually liable to FCM for any Shortfall in any MTC Client Account for a Retirement Account and Millennium shall not be individually liable to FCM for any Shortfall in any MTC Client Account;
3. *Conflict.* FCM agrees that this Agreement supersedes the provisions of any other agreement between (i) FCM and Millennium relating to a MTC Client Account or (ii) between the Client and FCM as to a MTC Client Account ("Other Agreements") and in the event of any conflict between this Agreement and the Other Agreements, the provisions of this Agreement shall control; provided, however, that the Client will continue to be bound by the provisions of any agreement with the FCM that deal with investment and/or other directions delivered to FCM by the Client or the Client's agent, as investment manager of the MTC Client Account;
4. *Indemnification.* FCM agrees to indemnify and hold Millennium harmless, from and against any and all loss, costs, liabilities, obligations, levies, fines, claims, damages, fees and/or expenses, resulting from or arising out of: (i) any claim of FCM that additional funds, in excess of the funds then held by Millennium as custodian in a Retirement Account, are required to offset a Shortfall in any account held by FCM for, or on behalf of, Client; (ii) breach of any representation and/or warranty made by FCM to either Millennium or the Client, including under this Agreement; and (iii) that FCM (or any agent of FCM) made an unauthorized or improperly executed trade or trades in a MTC Client Account;
5. *Cash Balance Policy.* FCM understands and acknowledges that Millennium may require that a minimum cash balance ("Cash Balance") be maintained in the Millennium Account as indicated on Millennium's fee schedule for the Millennium Accounts. FCM further understands and acknowledges that Millennium may, at any time and from time to time, direct that

Please continue to page two to complete this form



B**REPRESENTATIONS, WARRANTIES, AGREEMENTS AND INDEMNIFICATION (Continued)**

any deficiency in the required Cash Balance be replenished, which may reduce the balance in a MTC Client Account. FCM acknowledges that Millennium may change the requirements of the Cash Balance policy at any time in its sole discretion. FCM further acknowledges and agrees that no portion of any Cash Balance will be liable for any Shortfall due FCM from the Millennium Account. The Millennium Account's obligation for any such Shortfall shall be limited solely to the funds available in excess of the Cash Balance; (i) as to a Retirement Account, by the Client making an allowable contribution and/or rollover/transfer to the Retirement Account from another Client retirement or employee benefit plan account or (ii) as to a taxable custody account, by the addition of such funds as may be available from the Client;

6. *FCM Authority.* FCM hereby represents and warrants that it is a business entity duly registered in the United States of America and possesses all necessary licenses, certifications and authority to offer and execute the Investments. FCM shall immediately notify Millennium in the event that this representation and warranty shall no longer be true;

7. *Continuing Authority.* FCM understands, acknowledges and agrees that Millennium's execution of this Agreement shall (i) confer upon FCM the continuing authority to open MTC Client Accounts from time to time as directed by Millennium and (ii) represents the consent of each Millennium Account to the terms of the FCM's standard account agreement and any Other Agreement which FCM requires the Millennium Account to consent to in order to open a MTC Client Account in the FCM's normal course of business, in each case without the further execution of any account opening document by Millennium as custodian for and on behalf of the Millennium Account. Millennium's execution of this Agreement shall also constitute a direction to FCM to: (i) accept each Client's periodic direction with respect to the investments in his/hers MTC Client Account; (ii) accept each Client's authorization, if any, of electronic or other access to the MTC Client Account information and/or delegation of trading authority to any third-party evidenced by a document acceptable to FCM (a copy of which shall be delivered by FCM to Millennium); and (iii) provide each Client and authorized third party with investment activity confirmations and duplicate periodic statements reflecting MTC Client Account activity;

8. *Custodial Capacity.* Any and all documents, agreements, directions and/or other forms executed by Millennium in the course of establishing or maintaining any MTC Client Account on the books and records of the FCM are executed, not individually, but solely in its capacity as custodian and Millennium make no representations or warranties concerning any information furnished by a Client. Millennium shall not be individually liable for any debt, fee, Shortfall or other obligation of either the Client, the Millennium Account or the MTC Client Account; and

9. *Miscellaneous.* FCM understands that Millennium, as custodian of the Millennium Accounts that are the subject of this Agreement, has certain obligations and responsibilities as custodian and therefore agrees that:

a) All MTC Client Accounts shall be registered on the books and records of FCM substantially as follows: "Millennium Trust Company LLC, custodian FBO (*insert Millennium Account name*) under Millennium's Tax ID number 36-4400066 together with additional information supplied by Millennium from time to time;

b) All contributions, deposits other funds to be credited to a MTC Client Account, other than funds from Investments, shall come only from (i) Millennium or (ii) in a permitted transfer from another a MTC Client Account for the same Client initiated by Millennium. FCM shall not accept any funds for deposit to the MTC Client Account directly from any Client or other third-party;

c) All disbursements from a MTC Client Account must be directed by Millennium, except for FCM and other fees and commissions previously approved by Millennium. Disbursements shall be sent to Millennium directly or as otherwise directed by Millennium. FCM shall send no funds at any time either directly to the Client or pursuant to the Client's direction;

d) FCM shall provide to Millennium monthly statements for each MTC Client Account within five (5) business days of each month end via electronic transmission, in form and content acceptable to Millennium, indicating the fair market value/liquidating value of each MTC Client Account as of the previous month end. FCM and Millennium shall direct Clients to refer to FCM's confirmations and statements, as well as any online access offered by FCM to the MTC Client Accounts for information as to the MTC Client Account.

e) This Agreement shall be construed in accordance with the laws of the State of Illinois. The sole venue for all claims, controversies, and demands arising under this Agreement or related thereto shall be the Circuit Court of Cook County, Illinois. This agreement may only be amended by mutual agreement in a writing executed by each of FCM and Millennium, which agreement shall not be unreasonably withheld. All of the representations, warranties, agreements and indemnifications shall be construed as binding upon inure to the benefit of the respective successors, assigns and representatives of each of FCM and Millennium; and

f) This Agreement consists of four pages. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and the counterparts shall constitute one and the same instrument.

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C ACKNOWLEDGEMENT AND SIGNATURES

IN WITNESS WHEREOF, Merchant and Millennium each hereby reaffirm and execute this Agreement, effective as of the date first written above.

FCM Firm Name Millennium Trust Company, LLC
not individually, but solely as custodian

Signature _____ Signature _____

Print Name of Authorized Signer Print Name of Authorized Signer

Position/Title Position/Title

Please continue to page four for company contact information

D COMPANY CONTACT INFORMATION

Company: NFA I.D. No.:
 Phone No.: Fax No.:
 Address:
 City: State: Zip:
 URL: E-mail:

NEW ACCOUNTS:

Name: Ext#: E-Mail:
 Name: Ext#: E-Mail:

CUSTOMER SERVICE:

Name: Ext#: E-Mail:
 Name: Ext#: E-Mail:

TRANSFER DEPARTMENT:

Name: Ext#: E-Mail:
 Name: Ext#: E-Mail:

MARGINS DEPARTMENT:

Name: Ext#: E-Mail:
 Name: Ext#: E-Mail:

COMPLIANCE DEPARTMENT:

Name: Ext#: E-Mail:
 Name: Ext#: E-Mail:

WIRE INSTRUCTIONS:

ABA: Account No.:
 Bank Name: City: State:
 Credit Account Name: