

ELECTRONIC GIVE UP RIDER AND RISK DISCLOSURE STATEMENT

_____ (“CUSTOMER”) hereby agrees as follows with respect to electronic trading done through eLocal, LLC (“eLocal”):

1. This Agreement shall not amend or vary that certain Uniform Brokerage Execution Services (Give-up Agreement”) dated _____ between Rosenthal Collins Group, LLC (“RCG”)’ eLocal, LLC (“eLocal”) and Customer (the “Rider”) In the event of a conflict between this Rider and the Give-up Agreement, the Give-up Agreement shall control.
2. Customer desires to enter orders of his/her/its account through an electronic system licensed to eLocal (the “System”) and eLocal agrees to allow Customers to do so provided Customer acknowledges the information and disclosures and agrees to the conditions of this Statement.
3. eLocal assigns the Customer a User I.D. This I.D. will be unique to Customer’s account and must be used solely by Customer in order to access eLocal through the System. Customer agrees that the I.D. may not be disclosed to, or used by, any other person or party, for any purposes whatsoever. Customer hereby agrees that all orders placed through and instructions given to eLocal, which are preceded by Customer’s I.D., are Customer’s sole responsibility. Customer will save, defend, indemnify and otherwise hold eLocal harmless of, from and against any and all liability, cost or damages of any kind arising by virtue of any unauthorized use of Customer’s User I.D. Customer will notify eLocal immediately if Customer becomes aware of any loss, theft or unauthorized use of Customer’s User I.D. All Passwords are selected and maintained by Customer and Customer agrees to hold eLocal harmless of, from and against any and all liability, cost or damages of any kind arising by virtue of any unauthorized use of Customer’s Password.
3. All orders that Customer initiates are Customer’s responsibility. If Customer does not receive affirmative notification that the order has been either accepted or rejected for placement, it is the Customer’s responsibility to notify eLocal immediately by calling eLocal’s 24 hour System Administration Desk at 312-521-7346 or toll free at 866-296-4266
4. eLocal reserves the right to report acceptance, rejection and execution of Customer’s order by e-mail and / or telephone, as determined by the sole discretion of eLocal
5. Customer hereby acknowledges and agrees that all of Customer’s orders placed with eLocal are done so solely at Customer’s risk.
6. Customer shall be responsible for monitoring all of Customer’s orders until execution is confirmed or cancellation is acknowledged by eLocal in writing, email, or telephone. Customer

must cause any email notification to be printed and must retain a hard copy of said notification. eLocal is not responsible for any loss due to Customer's failure, or decision to cancel, replace or cover a trade prior to receipt of eLocal's written, e-mailed, or telephoned confirmation or cancellation

7. eLocal, in its sole discretion, **may** establish limits on the maximum number of contracts per order, the maximum number of contracts per position, and / or any other type of trading limit based upon:
 - (a) government or exchange imposed position limits;
 - (b) exchange margin requirements;
 - (c) position limits imposed by eLocal in its sole discretion;
 - (d) imposed margin requirements imposed by eLocal in its sole discretion and/or
 - (e) any other criterion as it may see fit

Any orders that may cause the Customer's account to exceed these limits set by eLocal will be rejected by the System.

8. Notwithstanding the foregoing, acceptance of an order for placement does not constitute an agreement or representation by eLocal that there is sufficient margin in Customer's account to support the resulting position. Customer hereby acknowledges Customer's responsibility to keep apprised of current margin requirements in connection with all trading activities; to post all margin for trades ordered by Customer, and; to remain liable for the losses incurred on all Customer's trade, regardless of whether there is sufficient margin posted at the time the trade is ordered.

9. Numerous features have been designed into the System to prevent system failure. However, as with any electronic system it is possible that service could be interrupted. In that event, depending on the type of failure, it may not be possible to access the System to enter new orders, and/or modify or cancel orders previously entered.

10. eLocal shall not be liable for any loss resulting from system failure, breakdown of electronic or mechanical equipment, communication lines, telephone, Exchange outages, power outages, or other interconnection problems, unauthorized access to Customer's User I.D., Customer's Password, Customer' operating errors and any other condition over which eLocal does not otherwise control.

11. eLocal reserves the right terminate Customer's access to electronic trading at eLocal's sole discretion, for any reason whatsoever, including, but not limited to, the unauthorized use of Customer's User I.d. and Password, breach of this Agreement, or breach of the Commodity Customer Account Agreement

12. EXCEPT AS PROVIDED IN THE RULES OF THE VARIOUS EXCHANGES, AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS UNDER THIS RULE, NEITHER ELOCAL, NOR ANY OF THEIR RESPECTIVES. OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE TO ANY PERSONS, INCLUDING BUT NOT LIMITED TO A CUSTOMER, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (1) ANY FAILURE OR MALFUNCTION,

INCLUDING BUT NOT LIMITED TO, ANY INABILITY TO ENTER OR CANCEL ORDERS OF THE SYSTEM OR SERVICES OF FACILITIES USED TO SUPPORT THE SYSTEM, OR (2) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING , PERFORMANCE, MAINTENANCE, USE OF OR INABILITY TO SUE ALL OR ANY PART OF THE SYSTEM OR ANY SEVICES OR FACILITIES USED TO SUPPOR THE SYSTEM. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

13. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY ELOCAL (INCLUDING ITS SUBSIDIARIES AND AFFILIATES) RELATING TO EITHER THE SYSTEM, THE INFORMATION, THE TRADING SOFTWARE OR ANY ELOCAL SERVICE OR FACILITY USED TO SUPPORT THE SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. ANY DISPUTE ARISING OUT OF THE USE OF EITHER THE SYSTEM, ELOCAL'S SERVICES OR ELOCAL'S FACILITIES USED TO SUPPORT THE SYSTEM IN WHICH ELOCAL, ITS SUBSIDIARIES AND AFFILIATES OR ANY RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES MADE A PARTY, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST AMY OF THE PARTIES IN THIS SECTION MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED, AND ANY PARTY BRINGING SUCH ACTION CONSENTS TO THE JURISDICTION OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLIONOIS AND THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND WAIVES ANY OBJECTION TO VENUE.
15. NOTWIHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS RULE SHALL IN NO WAY LIMIT THE APPLICABILY OF ANY PROVISION OF THE COMMODITY EXCHANGE ACT OR THE CFTC'S REGULATIONS OR THE RULES AND REGULATIONS OF ANY EXCHANGE.
16. The purpose of this Electronic Trading Information and Risk Disclosure Statement is to advise market participants of the general features of the System and the principal risk factors related to the use of the System as detailed herein. This brief Statement, however, cannot describe all aspects of the System nor can it identify all of the potential risk factors. Market users should review the full set of Risk Disclosures in their Customer Account Agreements and contact their brokers for any further information which may be needed in order to evaluate the possible uses of, and the risks associated with, the System.

Customer

Date