



# ADMIS Trading Platform Onboarding Request

Date \_\_\_\_\_

Requested By (Introducing Broker's Name) \_\_\_\_\_

## Trader Information

Account Number(s) \_\_\_\_\_

Name on Account \_\_\_\_\_

Trader Name \_\_\_\_\_

Trader E-mail Address \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Does the trader hold any exchange memberships?  Yes  No

If yes, please provide details:

Exchange \_\_\_\_\_

Seat Type \_\_\_\_\_

Own / Lease \_\_\_\_\_

Date of Birth \_\_\_\_\_

## Platform

Trading Platform/ISV \_\_\_\_\_

Front End Platform \_\_\_\_\_

Does the trader utilize an Automated Trading System?  Yes  No

Market Data enable - market data fees may apply (Check all that apply):

CME  CBOT  NYMEX  COMEX  Other: \_\_\_\_\_

Billing Info: Where should any related platform or Market Data fees be applied:

Account: \_\_\_\_\_ Office Code: \_\_\_\_\_ Sales Code: \_\_\_\_\_

Introducing Broker Signature \_\_\_\_\_

Print Introducing Broker Name \_\_\_\_\_

Date \_\_\_\_\_

Internal use \_\_\_\_\_

EFS Registered  Yes  No

Membership Registered  Yes  No

ADMIS Employee  Yes  No

## End User Access Agreement

This agreement is required to allow "Customer" to access ADM Investor Services, Inc. ("ADMIS") electronic order entry system (the "System"). Upon execution of this agreement, ADMIS will allow Customer access to the System for the purpose of transmitting orders electronically to either open outcry markets or electronic trading facilities to purchase and sell futures and options on futures contracts. It also may include access to real-time information pertaining to accounts carried by our firm. In addition, ADMIS may provide access to quotes, market views, research and other information, which may be useful for Customer's trading activities. All of this information is believed to be accurate, timely and reliable, but is not guaranteed. ADMIS will allow access to the System at no charge, subject to the following terms and conditions:

- 1) Customer agrees to use the System only in the ordinary course of its own business and will not give any unauthorized person(s) access to the System. Customer access to System will be limited and monitored through ADMIS' selected security mechanism. Any attempt by Customer to circumvent such security mechanism will result in immediate termination of Customer's access to the System. Customer must provide safeguards to prevent unauthorized use of the System and agrees to notify ADMIS immediately should Customer become aware of any theft, loss of confidentiality, or unauthorized use of Customer's access number(s), password(s), and/or account number(s) or any other breakdown or circumvention of the System security. ADMIS reserves the right to restrict and/or terminate Customer's access to the System, or any portion of it, without notice and without limitation, for any reason whatsoever.
- 2) ADMIS shall use its best efforts to ensure the accuracy and reliability of the System, however, ADMIS makes no warranties or representations, expressed or implied, regarding the System and under no circumstances will ADMIS be responsible or liable to Customer for any direct or indirect damages, including but not limited to lost profits, trading losses or damages resulting from delays, loss of use of the System, System errors, System failure, breakdown of electronic or mechanical hardware or software, communication failures, whether line or other telephonic problems, unauthorized use of Customer's access number(s), password(s), and/or account number(s), or any caused by circumstances beyond the reasonable control of ADMIS, including but not limited to: Acts of God or public enemy, fire or other casualty, labor disputes, or failure of Communications Companies. Customer agrees that ADMIS shall have no liability for the accuracy, completeness or timeliness of the information available for use or for any decision made or action taken by Customer in reliance upon the information, or lack of information, when using the System.
- 3) Customer will use the System to enter orders independently, without the assistance of a futures broker. As a result, orders entered through the System may not have the benefit of review by another party who potentially could detect and/or prevent errors from occurring. Accordingly, Customer accepts sole responsibility for the results of orders entered electronically, and assumes all liability for the risks involved in such trading and the specific risks involved in the electronic transmission of orders. Any such orders received by ADMIS are deemed to have been placed by Customer in the form received.
- 4) Some of the specific risks inherent in the electronic transmission of orders are beyond the control of ADMIS and include, but are not limited to capacity constraints in the System which may affect the ability of the order to be transmitted in a timely manner; facility breakdowns which may prevent or hinder the transmission of orders via the System on a timely basis; power supply requirements may not be met, which may delay or prevent the transmission of Customer's orders electronically; Customer's Internet Service Provider may not be able to provide timely access to the System; the System may not provide a clear indication of whether Customer's order has been accepted and/or transmitted to the execution facility. In addition, there are numerous ways to incorrectly enter an order such as inputting a buy vs. a sell, entering the incorrect quantity or price, indicating the wrong commodity or contract month and/or duplicating orders. By signing this document, Customer understands that these and other kinds of errors can result in significant losses and Customer accepts full responsibility for the financial impact of such transactions
- 5) Customer understands that limits may be placed on Customer orders entered via the System. This may include limits based on account equity in comparison to margin required for potential new positions and may result in the rejection of a particular order and the inability of Customer to establish additional positions. Limits may also be placed on the size and types of positions that Customer is allowed to accumulate, the size of orders accepted and/or on the amounts of losses Customer is allowed to incur through use of the System. Customer also fully realizes and understands that, despite such restrictions, adverse market movements or delays in the transmission of orders may result in losses in excess of any preset limits. The imposing of such limits by ADMIS does not in any way relieve Customer of his obligations and responsibility for losses incurred in excess of such limits, regardless of the cause of the losses.
- 6) Customer will at its own expense, supply the necessary personnel, equipment, electrical outlets, and power required on Customer premises to access the System. Additionally, Customer will be responsible for all telephone or data communications costs.
- 7) ADMIS reserves the right to modify or discontinue the operation of the System at any time without notice.
- 8) Customer agrees to indemnify and hold harmless ADMIS or any of its subsidiaries or affiliates from any and all claims, losses, liability, costs and expenses (including but not limited to attorney's fees) arising from Customer's violation of this Agreement and all claims by third parties in any way connected with or arising out of Customer's use of the System. This indemnification and hold harmless obligation shall survive the termination of this Agreement.
- 9) By executing this Agreement, Customer represents that Customer has read and understands the foregoing terms and conditions and agrees to be bound by such terms and conditions. All other terms, conditions, covenants, and promises contained in the ADMIS Customer Agreement shall remain in full force and effect, except as noted herein. All actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Agreement or any transaction covered hereby shall be governed by the laws of the State of Illinois and may, at the discretion and election of ADMIS, be litigated in courts whose site is within Illinois.

ACCEPTED BY: \_\_\_\_\_ (Customer Signature) Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ (Broker Approval) Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **CME Group Non-Professional Self-Certification Form**

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional."

**Non-Professional** shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

### The Non-Professional Subscriber

- (a) the Subscriber must have an active futures trading account;
- (b) the Subscriber must not be a member (or hold or lease any type membership) of any exchange;
- (c) the Subscriber does not have a primary business purpose that involves trading;
- (d) the Subscriber must not be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body; and
- (e) the Subscriber must not be affiliated with any entity that is or may be considered a Professional User; and

### The Non-Professional Subscriber's Use of Information

- (f) the Subscriber's use of Information must be solely for the Subscriber's personal, non-business use;
- (g) the Subscriber's use of Information must be limited to managing the Subscriber's own property and, for the avoidance of doubt, not in connection with the management of any property of any third party(ies) in any capacity, whether as a principal, officer, partner, employee or agent of any business or on behalf of any other individual, and whether or not the Subscriber receives any remuneration therefor; and
- (h) the Subscriber must not be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities; and

### The Non-Professional Subscriber's Access to Information

- (i) the Subscriber has no more than two (2) means for accessing Information from each Distributor; and
- (j) the Subscriber must view the Information only on a device that is capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional or falls under the categories described below shall be considered a Professional. Notwithstanding anything else herein, Professionals shall include, without limitation:

- Any person or entity that provides financial or similar services to any third party.
- Any person that is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body.
- Any person or entity that acts on behalf of an institution that engages in brokerage, banking, investment or financial activities.
- Any person or employee of an entity that holds any form of membership at any of the CME Group Designated Contract Markets ("DCM") or any other exchange.

Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced for fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor's review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

I hereby certify that I qualify as a Non-Professional pursuant to the definition described herein:

**SUBSCRIBER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that the above subscriber qualifies as a Non-Professional pursuant to the definition described herein:

**Broker**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_