

## 6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

## 7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

## 8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

## 9. Currency risks

The profit or loss in transactions in foreign currency denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## 10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

## 11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you

undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

## 12. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a firm price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

**I hereby acknowledge that I have received and understood this Risk Disclosure Statement.**

<b>If Individual or Joint Account:</b>	
Taro Chicago	
Print Customer Name	
X Taro Chicago	11/21/2011
Customer Signature	Date
Print Joint Party Name	
X	
Joint Party Signature	Date

Sample 記入例

R.J.O'Brien

**FOR OFFICE USE ONLY**

Office / Sales Code / Account Number \_\_\_\_\_

Commission (RT) \_\_\_\_\_

**ACCOUNT APPLICATION**  
(Please type, or print legibly and fully in ink)

**FOR OFFICE USE ONLY**

Review Date \_\_\_\_\_

New Account  Update

IB Approval \_\_\_\_\_

SSF Risk Disclosure provided on: \_\_\_\_\_

SSF Risk Disclosure provided via:  U.S. Mail  E-Mail

Legal Account Name: Taro Chicago Social Security / Fed. ID # N/A

Account Owner (s): Taro Chicago # of Dependents: 2 Date of Birth: 08/14/1975

Permanent street address is required (no P.O. Boxes): 1-2-3 Otemachi Chiyoda-ku Tokyo 123-4567 info@chicagodirect.com

Street Address City State Zip+4 Home E-mail

Mailing Address (if different from above): \_\_\_\_\_

Street Address City State Zip+4

011-81-3-1234-5678 011-81-3-2222-3332 011-81-3-3332-4444 info@chicagodirect.com

Day time Phone Home Phone Fax Phone Work E-mail

Name and address of Employer: Taro Shoji Co, Ltd Occupation/Position: Vice President / Sales

Nature of Business (If retired, please so indicate and list prior occupation) \_\_\_\_\_

Name of Broker/Contact who solicited you for this application \_\_\_\_\_

Marital Status:  Married  Single  Divorced

Are you a:  Speculator  Hedger

U.S. Citizen:  Yes  No

Type of Account:  Individual/Joint  Corporate  IRA

General Partnership  Trust  LLC

Limited Partnership  Discretionary  LLP

**FINANCIALS**

<p><b>Annual Income:</b></p> <p><input type="checkbox"/> \$25,000 - \$50,000*</p> <p><input checked="" type="checkbox"/> \$50,000 - \$100,000</p> <p><input type="checkbox"/> \$100,000 - \$200,000</p> <p><input type="checkbox"/> \$200,000 - \$1,000,000</p> <p><input type="checkbox"/> over \$1,000,000</p> <p>*If under \$25,000, give amount &amp; source:</p>	<p><b>Liquid Net Worth:**</b></p> <p><input type="checkbox"/> \$5,000 - \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$50,000</p> <p><input type="checkbox"/> \$50,000 - \$100,000</p> <p><input checked="" type="checkbox"/> \$100,000 - \$500,000</p> <p><input type="checkbox"/> \$500,000 - \$1,000,000</p> <p><input type="checkbox"/> \$1,000,000 - \$2,000,000</p> <p><input type="checkbox"/> \$2,000,000 and over</p> <p>**Excluding equity in home</p>	<p><b>Total Net Worth:</b></p> <p><input type="checkbox"/> \$5,000 - \$25,000</p> <p><input type="checkbox"/> \$25,000 - \$50,000</p> <p><input type="checkbox"/> \$50,000 - \$100,000</p> <p><input checked="" type="checkbox"/> \$100,000 - \$500,000</p> <p><input type="checkbox"/> \$500,000 - \$1,000,000</p> <p><input type="checkbox"/> \$1,000,000 - \$2,000,000</p> <p><input type="checkbox"/> \$2,000,000 and over</p>	<p><b>Current Banking Information:</b></p> <p><u>Mizuho Bank, Otemachi Branch</u></p> <p>Bank</p> <p><u>Otemachi, Tokyo</u></p> <p>City</p> <p><u>1234-5678</u></p> <p>Account #</p>
---	---	--	--

For Corporations: attach a copy of most recent audited financial statement.

**INVESTMENT EXPERIENCE**

**Futures:**  Yes  No 7 Years

**Commodity Options:**  Yes  No 5 Years

**Commodity Funds:**  Yes  No \_\_\_\_\_ Years

**Stocks/Bonds:**  Yes  No \_\_\_\_\_ Years

If yes, please list accounts: Nomura Sec  Open  Closed

Firm Name: Nomura Securities Account #: 123-4567

Brokers: Nomura Securities Brokerage Firm

Yes  No Do you have an existing securities account? If yes, list: \_\_\_\_\_

Yes  No Do you have any unsatisfied debit balance (s) with RJO or with any other commodities/securities firm?

Yes  No Does any other person have authority to trade this account?

Yes  No Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.

Yes  No Are you an employee or member of any futures or securities exchange, NFA, NASD; a member firm of either of those entities or an employee of RJO? If yes, list: \_\_\_\_\_

Yes  No Does this account owner control or have a financial interest in any other account with this firm? If yes, list: \_\_\_\_\_

Yes  No Have you ever been subject to bankruptcy proceedings, receivership or similar actions, voluntarily or involuntarily? If yes, list reason and date cleared: \_\_\_\_\_

Yes  No Have you ever been in a legal dispute or involved in arbitration proceedings, arising from a commodities or securities dispute?

Do you understand:

Yes  No Basics of Futures Trading?

Yes  No Risks of Loss and the Possibility of Incurring a Debit?

Yes  No RJO Margin Policy? (See Account Agreement, section 3)

Yes  No Is Futures Trading Suitable for you?

X Taro Chicago 11/20/2011

Applicant Signature Date

## JOINT ACCOUNT FORM

Yes  No Is this a Joint account? (If YES, please complete below.)

**Type of Account:**

Joint Tenants With Rights of Survivorship (JTWROS)  Joint Tenants in Common (JTIC)

Individual of Joint Account			Social Security / Fed. ID #	
Street Address (no P.O. Boxes)	City	State	Zip+4	Home E-mail
Account Owner (s):		# of Dependents:	Date of Birth or formation of business entity:	
Daytime Phone	Home Phone	Fax Phone	Work E-mail	
<b>Marital Status:</b>	<b>Name and Address of Employer:</b>		<b>Occupation/Position:</b>	
<input type="checkbox"/> Married	_____		_____	
<input type="checkbox"/> Single	_____		_____	
<input type="checkbox"/> Divorced	_____		_____	

### FINANCIALS

<b>Annual Income:</b> <input type="checkbox"/> \$25,000 - \$50,000* <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,000 - \$200,000 <input type="checkbox"/> \$200,000 - \$1,000,000 <input type="checkbox"/> over \$1,000,000 <i>*If under \$25,000, give amount &amp; source:</i> _____	<b>Liquid Net Worth:**</b> <input type="checkbox"/> \$5,000 - \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,000 - \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 and over <i>**Excluding equity in home</i>	<b>Total Net Worth:</b> <input type="checkbox"/> \$5,000 - \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,000 - \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 and over	<b>Current Banking Information:</b> _____ Bank _____ City _____ Account #
--	--	--	---

### INVESTMENT EXPERIENCE

<b>Futures:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Years	<b>Commodity Options:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Years	<b>Commodity Funds:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Years	<b>Stocks/Bonds:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No ___ Years
---	---	---	--

If yes, please list accounts:  Open  Closed  
 Firm Name \_\_\_\_\_

- Yes  No Do you have an existing securities account? *If yes, list:* \_\_\_\_\_  
 Brokerage Firm \_\_\_\_\_ Account # \_\_\_\_\_
- Yes  No Do you have any unsatisfied debit balance (s) with RJO or with any other commodities/securities firm?
- Yes  No Does any other person have authority to trade this account?
- Yes  No Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.
- Yes  No Are you an employee or member of any futures or securities exchange, NFA, NASD; a member firm of either of those entities or an employee of RJO?  
*If yes, list:* \_\_\_\_\_
- Yes  No Does this account owner control or have a financial interest in any other account with this firm? *If yes, list:* \_\_\_\_\_
- Yes  No Have you ever been subject to bankruptcy proceedings, receivership or similar actions, voluntarily or involuntarily?  
*If yes, list reason and date cleared:* \_\_\_\_\_
- Yes  No Have you ever been in a legal dispute or involved in arbitration proceedings, arising from a commodities or securities dispute?
- Do you understand:**
- Yes  No Basics of Futures Trading?
- Yes  No Risks of Loss and the Possibility of Incurring a Debit?
- Yes  No RJO Margin Policy? (Sec Account Agreement, section 3)
- Yes  No Is Futures Trading Suitable for you?

X _____ Joint Applicant Signature	_____ Date
--------------------------------------	---------------

## ACCOUNT AGREEMENT

### A. Individual Account

Customer agrees to be bound by the terms of the Account Agreement. Customer represents that this is an Individual or sole Proprietorship account and no one else has an interest in this account.

X Taro Chicago  
Signature

11/20/2011  
Date

Taro Chicago  
Print Name

### B. Joint Account

Each of us agree that we are bound by the terms of the Account Agreement and that the liability of each of us with respect to said account shall be joint and several.

Each of us shall have authority: (1) to give instructions with respect to the account, including but not limited to instructions with respect to buying or selling withdrawals of excess funds; (2) to receive any demands, notices confirmations, reports, statements and other communications of any kind; (3) to sign any other documents related to the opening or maintenance of the account; and (4) generally to deal with R.J. O'Brien in connection herewith as fully and completely as if the other joint tenant had no interest herein. R.J. O'Brien shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds so delivered; however, no payments shall be made to R.J. O'Brien except in the name of the account.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## VOLUNTARY ARBITRATION AGREEMENT

This Voluntary Arbitration Agreement will be deemed a part of and incorporated into the Account Agreement with R.J. O'Brien & Associates, LLC ("R.J. O'Brien") when signed below whereby the undersigned consents to and agrees to abide by the provisions hereof. If you sign this Voluntary Arbitration Agreement you agree that any controversy, claim or grievance between you and R.J. O'Brien relating to your account(s) shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedures described herein. Any award rendered thereon by the arbitrators shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered in any court having jurisdiction.

Notification of your intent to arbitrate must be sent by certified mail to R.J. O'Brien at its Chicago office. At such time as you notify R.J. O'Brien that you intend to submit a claim to arbitration, or at such time as R.J. O'Brien notifies you of its intention to submit a claim for arbitration, you will have the opportunity to elect a qualified forum for the conducting of the proceeding. Please note that, in the Account Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. Within ten business days after receipt of a notice from you or at the time R.J. O'Brien so notifies you, R.J. O'Brien will provide you with a list of three organizations whose procedures qualify them to conduct arbitrations in accordance with CFTC Rule 166.5, together with a copy of the rules of each forum listed. If you fail to make such selection within forty-five days, then R.J. O'Brien shall have the right to make such election. If R.J. O'Brien notifies you of its intent to submit a claim for arbitration, it shall designate a qualified forum for conducting the proceedings.

R.J. O'Brien will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators in a particular proceeding determine that you have acted in bad faith in initiating or conducting that proceeding. If, by reason of any applicable statute, regulation, exchange rule or otherwise (other than by reason of your entitlement to commence reparation proceedings under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder), your advance agreement to submit a controversy to arbitration would not be enforceable by R.J. O'Brien, then this provision shall not permit you to enforce R.J. O'Brien's advance agreement to submit to arbitration.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION. THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY

ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR R.J. O'BRIEN & ASSOCIATES, LLC MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF R.J. O'BRIEN & ASSOCIATES, LLC INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH R. J. O'BRIEN & ASSOCIATES, LLC. (SEE 17 CFR 166.5.)

You are advised that if you seek reparations under Section 14 of the Commodity Exchange Act and Part 12 of the regulations promulgated thereunder, and the CFTC declines to institute reparation proceedings, claims or grievances may be subject to this Arbitration Agreement.

*The undersigned hereby agrees on its behalf and on behalf of its successors and guarantors to the terms of this Arbitration Agreement.*

Taro Chicago  
Entity Name

X Taro Chicago  
Authorized Signature / Title

11/20/2011  
Date



## INTRODUCING BROKER AUTHORIZATION

To: R.J. O'Brien:

I/We wish to open a commodity futures (and/or options on futures) account (hereinafter referred to as the "Account") with:

Chicago Direct  
(Introducing Broker)

(hereinafter referred to as the "Introducing Broker" or "IB"). Because the IB is not a member of the various exchanges and may not be subject to exchange jurisdiction, I/we agree that my Accounts are to be carried with your firm on a disclosed basis. All documents must be appropriately completed and returned to R.J. O'Brien via my IB (along with margin funds) before an account can be opened in my name. Some of these forms are required by R.J. O'Brien, or by Federal laws, or exchange rules.

I/We understand that:

(i) The relationship between R.J. O'Brien and its employees and the IB is only to clear trades introduced to you by the IB; (ii) the IB is not controlled by R.J. O'Brien; (iii) supervision and control of activity in my Account (s) rest with the IB, subject to exchange, government and NFA regulations; (iv) commissions charged to my Account (s) are established by the IB and that these charges include your fee for clearing my transactions, along with any applicable NFA fees.

I/We agree that R.J. O'Brien is not responsible or liable whatsoever for any matter relating to sales practices, trading practices, errors in order entry or any similar or other matter, it being expressly understood, agreed and acknowledged by myself that R.J. O'Brien's sole responsibilities hereunder relate to the execution, clearing, accounting and confirmation of transactions for my account on various exchanges in accordance with the instructions received by R.J. O'Brien from IB for and on behalf of myself in accordance with usual and customary practices. I/We agree to refrain from bringing any action or counterclaim against R.J. O'Brien and will assert any such claim against only the IB (or, when applicable, the non-employee commodity pool operator or commodity trading advisor) for any redress with respect to any matter other than R.J. O'Brien's gross negligence or willful misconduct in executing, clearing and/or accounting of transactions. With respect to R.J. O'Brien's guarantee, if any, of IB's obligations under the Commodity Exchange Act or CFTC regulations, I/we acknowledge that such guarantee is limited as set forth in paragraph 11 of my Account Agreement.

<b>If Individual or Joint Account:</b>	
X <u>Taro Chicago</u> Customer Signature	<u>11/20/2011</u> Date
<u>Taro Chicago</u> Print Customer Name	
X _____ Joint Party Signature	_____ Date
_____ Print Joint Party Name	

## ADDITIONAL RISK DISCLOSURE STATEMENT

Dear Sir or Madam:

As a result of the following information on your account application, R.J. O'Brien is providing you with their additional risk disclosure before you open a commodity future and option trading account:

\_\_\_\_\_ Your annual income is less than \$25,000

\_\_\_\_\_ Your net worth is less than \$25,000

\_\_\_\_\_ You are retired

\_\_\_\_\_ You do not have at least six months of futures investment experience

While R.J. O'Brien is prepared to open your account, it is required to advise you to consider the risks involved with trading commodity futures and options. The risk of loss in trading commodity futures and options can be substantial and may be inappropriate for you for the reason checked above; therefore, you must consider whether such trading is proper in light of your financial condition. Only **Risk Capital** (money that you are able to lose without adversely affecting your standard of living) should be invested. RJO recommends that you review the Risk Disclosure Statement in the Account Agreement and/or discuss any concerns with your broker or other financial advisor before finalizing your decision.

### ACKNOWLEDGEMENT

I understand that the risks associated with commodity trading may not be appropriate for me. However, I have read the Risk Disclosure Statements and I have considered the financial risks involved in commodity trading with regard to my financial condition, and I wish to proceed with opening an account.

<b>If Individual or Joint Account:</b>	
X	<u>Taro Chicago</u> 11/20/2011
Customer Signature	Date
<u>Taro Chicago</u>	
Print Customer Name	
X	_____
Joint Party Signature	Date
_____	
Print Joint Party Name	