



C.F.O.S., Inc.

COMMODITY FUTURES AND OPTIONS SERVICE, INC.
INDEPENDENT INTRODUCING BROKER

REGISTERED: C.F.T.C.
MEMBER: N.F.A.

Arbitration Agreement

The undersigned ("Customer") agrees that any claim, grievance or controversy arising out of or relating to Customer(s) account, to transactions pursuant to the Customer Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules of the National Futures Association, the American Arbitration Association, or the exchange upon which the transaction giving rise to the claim was executed. If the Customer does not make such election by registered mail addressed to C.F.O.S., Inc. ("Broker") at broker main office within forty-five days after demand by Broker that Customer make such election, then Broker must make such an election. Broker agrees to pay any incremental fees, which may be assessed by the forum for the provision of a "mixed panel" of arbitrators unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceedings. Judgement upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If the Customer seeks reparations under Section 14 of the Commodity Exchange Act (the "Act") and the CFTC (defined below) declines to institute reparation proceedings, the claim or grievance will be subject to this Arbitration Agreement. Any aspects of the claims or grievances that are not subject to the reparations procedures (that is, do not constitute a violation of the Act or rules thereunder) may be required to be submitted to the arbitration procedure set forth in this agreement.

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 C.F.O.S., Inc. MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATION PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF C.F.O.S., Inc. 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. SEE 17 CFR 180.1-180.5.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH C.F.O.S., Inc.

Customer Signature

Joint Signature

Date

I acknowledge receipt of this Agreement and choose not to be bound by its terms.

_____ Initials _____ Date

_____ Initials _____ Date