

THIS AGREEMENT IS A LEGAL CONTRACT, PLEASE READ IT CAREFULLY.

This is a legal contract by and between Peregrine Financial Group, Inc., its successors and assigns, referred to collectively in this document as “PFGBEST”, and the party (or parties) executing this document, referred to collectively as “Customer”.

In consideration of PFGBEST agreeing to carry one or more accounts of Customer and providing services to Customer in connection with the purchase and sale of cash commodities (including financial instruments), commodity futures contracts, securities futures products, options on cash commodities, options on futures contracts, forward or leverage contracts, forward rate transactions, commodity swaps, foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, and other derivatives of futures and/or foreign currency contracts, and any similar instruments which may be purchased or sold by or through PFGBEST for Customer’s Account(s) (collectively referred to as “Commodities” or “Futures”), Customer agrees to the following terms and conditions:

1. AUTHORIZATION TO TRADE.

PFGBEST is authorized to purchase and sell cash commodities (including financial instruments), commodities futures contracts, security futures products, options on cash commodities, options on commodity futures contracts, forward or leverage contracts, forward rate transactions, commodity swaps, foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, and other derivatives of futures and/or foreign currency contracts for Customer’s Account(s) in accordance with Customer’s oral, written or electronically transmitted instructions. Unless instructed by Customer to the contrary in writing, PFGBEST is authorized to execute all futures and option orders on such recognized contract markets, as PFGBEST deems appropriate. Customer authorizes PFGBEST to purchase and sell physically settled and cash settled foreign currency contracts on a spot basis for Customer’s Account in accordance with Customer’s instructions. Customer agrees that Customer is fully responsible for making all final decisions as to transactions effected for Customer’s Account. Customer has considered the factors contained below and in view of Customer’s present and anticipated

financial resources, Customer is willing and able to assume the substantial financial risks of trading in the above markets.

2. TRANSACTIONS SUBJECT TO INDUSTRY REGULATIONS AND STANDARDS.

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearinghouse, exchange, or market where trades are executed. Customer understands that PFGBEST is obligated to comply with all applicable laws and regulations including those of regulatory and self-regulatory organizations and agrees that PFGBEST shall not be liable to Customer as a result of any action taken by PFGBEST to comply with any ruling, interpretation or directive of such organization. The Customer recognizes that rates and/or prices it may view on electronic market information screens (e.g. Reuters, Flash Quotes, Telerate, etc.) are only indications of rates and/or prices, and may or may not reflect actual rates and/or prices available to PFGBEST or the Customer.

In all transactions under this Agreement, Customer shall be bound by all applicable laws, rules and regulations, including the Commodity Exchange Act, as amended, the Commodity Futures Trading Commission regulations thereunder, and the rules, regulations, customs, usages, rulings and interpretations of the National Futures Association (“NFA”), and to the extent applicable, the Securities and Exchange Commission, National Association of Securities Dealers, and the exchange or market and the clearing house, if any, where the transactions are executed by PFGBEST or PFGBEST’s agents.

3. MARGINS/DEPOSIT REQUIREMENTS.

PFGBEST’s margin policies and/or the policies of those exchanges on which trading occurs may require that additional funds be provided to properly margin Customer’s Account. Customer understands that Customer is obligated to promptly meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss.

As security for Customer’s obligation to PFGBEST hereunder, Customer shall provide to and maintain with PFGBEST margin and/or collateral in such amounts and in such forms as PFGBEST, in its sole and absolute discretion, may from time to time require. Margin requirements may be increased at PFGBEST’s sole and absolute discretion. Such margin requirements may exceed margins estab-

lished by an exchange. PFGBEST may change margin requirements at any time. Margin requirements are subject to change without notice and will be enforced retroactively and prospectively. Customer acknowledges and agrees that PFGBEST has no obligation to establish uniform margin requirements and that such requirements may be higher for single stock futures and other security futures products. No previous margin requirement by PFGBEST shall preclude PFGBEST from increasing that requirement without prior notice. Further, PFGBEST will exercise considerable discretion in setting and collecting margin associated with foreign currency transactions. For margin purposes associated with foreign currency transactions, Customer has authorized PFGBEST to convert Customer's funds into and from such foreign currency at a rate of exchange determined by PFGBEST, in its sole discretion, on the basis of the then prevailing money market rates.

Customer agrees to deposit by immediate wire transfer such additional margin when and as required by PFGBEST, and will promptly meet all margin calls in such mode of transmission, as PFGBEST shall in its sole discretion designate. Customer agrees to provide PFGBEST with the names of bank officers and information necessary for immediate verification of wire transfers. Notwithstanding any demand for additional margin, PFGBEST may at any time proceed to liquidate Customer's Account in accordance with paragraph 10 below. Any failure by PFGBEST to enforce its rights hereunder shall not be deemed a waiver by PFGBEST to enforce its rights thereafter.

4. LIMIT OF POSITIONS.

Exchanges where trading occurs may impose daily trading limits with respect to the trading of certain commodities and may, from time to time, change such trading limits. Such trading limits and limit changes may cause trading in a certain commodity to cease, thereby preventing the liquidation of an adverse position, which may result in a substantial financial loss. Trading in commodity futures is suitable only for those persons or entities financially able to withstand losses that may substantially exceed the value of margins or deposits. Customer acknowledges Customer's reporting obligations, among others, pursuant to regulations promulgated by the Commodity Futures Trading Commission ("CFTC"), such as Customer's obligation to notify the CFTC when Customer's position is reportable.

PFGBEST retains the right to limit the number of open positions a Customer may acquire or maintain at PFGBEST and/or the size of

transaction a Customer may execute through PFGBEST. PFGBEST will attempt to execute all orders that PFGBEST may, in PFGBEST's sole discretion, choose to accept for the purchase or sale of contracts or other property in accordance with the oral or written instructions of Customer. PFGBEST reserves the right to refuse to accept any order. Notwithstanding the foregoing, PFGBEST shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond PFGBEST's control, including any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

5. COMMODITY OPTIONS TRADING.

With respect to purchases or sales of options on cash commodities or futures contracts ("Commodity Options"), Customer acknowledges and understands the risks of buying and selling options on commodity futures contracts and the risks of such option trading caused by a limit move in the underlying commodity futures contract. Customer has been advised of the commissions and fees associated with trading options.

Customer is fully responsible for taking action to exercise an option contract. PFGBEST shall not be required to take any action with respect to an option contract, including any action to exercise a valuable option prior to its expiration date, except upon express instructions from Customer. Customer agrees to instruct PFGBEST as to the exercise and disposition of Commodity Options. Customer understands that the exchanges, boards of trade, markets and clearinghouses have established exercise cut-off times for the tender of exercise instructions and that Customer's options will become worthless in the event that Customer does not deliver instructions by PFGBEST's established expiration times. Customer understands that PFGBEST has established exercise cut-off times, which may be different from the times established by the exchanges, boards of trade, markets, and clearinghouses.

Customer shall give PFGBEST instructions for exercising Commodity Options not later than two hours prior to the close of trading in the underlying commodity or futures contract on the day Customer intends to exercise a Commodity Option. Customer, by noon of the business day before the last day of trading of a Commodity Option, shall instruct PFGBEST whether to liquidate, exercise, or abandon the Commodity Option. In the absence of timely instructions from Customer,

PFGBEST is authorized, at PFGBEST's absolute discretion, to exercise or liquidate all or any portion of the Commodity Options in Customer's Account(s) for Customer's Account(s) and at Customer's risk.

Customer hereby agrees to waive any and all claims for damage or loss that Customer might have against PFGBEST arising out of the fact that an option was not exercised.

6. ONLINE ORDER ENTRY SYSTEM.

PFGBEST offers the service of an online order entry system, which allows Customer to trade with PFGBEST online via the Internet utilizing BESTDirect™, a division of PFGBEST, as well as all other approved online order entry systems. Although numerous features have been designed into BESTDirect™ and the other approved systems to prevent system failure, as with all electronic systems, service could be interrupted. Should the system be interrupted, depending on the type of failure, it may not be possible for Customer to access the system to enter new orders, modify existing orders, or cancel previously entered but not yet filled orders. System or component failure may also result in loss of orders or order priority.

PFGBEST does not guarantee that any order placed through this system will be filled or acted on. PFGBEST reserves the right to refuse any order for any reason. Customer is solely responsible for confirming Customer's own orders. Should Customer fail to receive electronic confirmation as to the placement of an order, Customer agrees to verify the status of such order independently by contacting PFGBEST telephonically to confirm whether such order has been received. Any order so received by PFGBEST will be deemed to have been placed by Customer at the time received by PFGBEST and in the form PFGBEST receives such order. Customer further agrees that all orders placed through an online order entry system are placed at Customer's sole risk.

- (a) **Minimum Equity Requirement.** Customer acknowledges that should the equity in Customer's Account fall below \$500, Customer's access to place trades through BESTDirect™ will be suspended until such time as the equity in Customer's Account shall again equal or exceed \$500.
- (b) **Access Number.** Customer agrees to be responsible for all orders entered through and under Customer's access number(s) and account number(s). Customer agrees to immediately notify PFGBEST in the event of any loss, theft, or unauthorized use of

Customer's access number(s), pass-word(s), and/or account number(s) or any incorrect information contained in any report Customer received concerning Customer's Account.

- (c) **Restricted Account.** PFGBEST reserves, in its sole discretion, the right to restrict, terminate and/or suspend Customer's access to an online order entry system. Customer acknowledges that if PFGBEST places a restriction on Customer's Account, Customer will not be able to use a system's online trading function. Customer agrees to hold PFGBEST harmless for any and all claims, losses, liability, costs and expenses (including but not limited to attorney's fees) arising from PFGBEST's restriction of Customer's access to an online order entry system. PFGBEST reserves, in its sole discretion, the right to terminate Customer's access to an online order entry system without notice for any reason, including but not limited to unauthorized use of Customer's access number(s), and/or account number(s), or breach of this Agreement.

7. CURRENCY FOREX TRADING.

Foreign currency transactions (hereinafter referred to as "Currency Forex") are traded on the "interbank" system, and not on regulated exchanges like commodities. The interbank system consists of counterparties that exchange currency positions with each other. A counterparty may be, but need not be, a bank. For purposes of Currency Forex trading, Daily Cutoff shall mean the time selected each Business Day by PFGBEST after which any Transaction entered into will be considered to have as its trade date the next Business Day. The Daily Cutoff will occur at a time selected solely by PFGBEST and may vary from day to day. Business Day shall mean, with respect to the United States, any day on which banks are open for business (other than a Saturday or Sunday) in New York City, and with respect to any other country other than the United States, any day on which banks are open for business (other than a Saturday or Sunday) in the principal financial center of the relevant country.

- (a) **Capacity.** PFGBEST shall act as a principal and is the counterparty in each Currency Forex contract or transaction with Customer. Customer acknowledges, understands and agrees that PFGBEST is not acting as a broker, intermediary, agent, advisor or in any fiduciary capacity to Customer in Currency Forex transactions.
- (b) **Prices and Valuations for Currency Forex.** Prices and valuations for Currency Forex are set by PFGBEST and may be different

from prices reported elsewhere. PFGBEST will provide prices to be used in trading, valuations of Customer positions and determination of margin requirements. Although PFGBEST expects that these prices will be reasonably related to prices available in the interbank market, prices reported by PFGBEST may vary from prices available to banks and other counterparties in what is known as the interbank market.

(c) Settlement Date and Rollovers. With respect to purchases or sales of foreign currencies, Customer agrees to instruct PFGBEST as to the offset or rollover of a foreign currency position. Except as provided herein, during the term of the Currency Forex position, Customer shall give PFGBEST instructions for rolling the Currency Forex position not later than two hours prior to the settlement of trading in the relevant foreign currency on the day Customer intends to roll over that foreign currency position. In addition, Customer, by noon of the business day before the settlement day of the contract of the Currency Forex contract, shall instruct PFGBEST whether to deliver, offset or roll over the Currency Forex position. In the absence of timely instructions from Customer, PFGBEST is authorized, at PFGBEST's sole and absolute discretion, to deliver, roll over or offset all or any portion of the Currency Forex positions in the Customer's Account and at Customer's risk. Customer shall be charged separate commissions, at PFGBEST's commission rates in effect from time to time, upon the rollover or offset of a Currency Forex position.

(d) Settlement Date Offset Instructions. Offset instructions on open Currency Forex positions must be given to PFGBEST at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents to make delivery must be in the possession of PFGBEST within the time frame set forth above. If no instructions, funds or documents are received by PFGBEST, then PFGBEST may, without additional notice to Customer and in PFGBEST's sole discretion, take one or a combination of the following actions: offset Customer's position, roll Customer's positions into the next settlement time period, make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by PFGBEST in its sole discretion.

(e) Delivery. Delivery of foreign currency shall be made to the bank specified by the purchaser in a major city in the country in

which the foreign currency is the legal tender. Unless otherwise agreed to by PFGBEST and the Customer in writing, the foreign currency shall be deliverable by cable or wire transfer. All payments to be made in U.S. Dollars shall be made by wire transfer of immediately available funds to a bank in a major U.S. city specified by the purchaser. PFGBEST will not be responsible for delays or failures in the delivery of any foreign currency within the time specified for the delivery thereof to the extent the failure is caused by a breakdown of communication facilities or by any other cause beyond PFGBEST's reasonable control. PFGBEST may require payment of amounts due to PFGBEST from Customer on any day to occur simultaneously with or prior to payment of amounts due from PFGBEST to Customer on that day. PFGBEST and the Customer shall exchange, make use of, and periodically update and confirm standing payment instructions.

(f) Offsetting Transactions. Whenever there may exist in or between any of the Customer's Accounts two or more open and opposite transactions, PFGBEST may, in its sole discretion, elect to treat the transactions as a single transaction and upon the value date of the transactions, the net difference between the amounts payable under the transactions, and/or the net difference between the amounts deliverable thereunder, shall be paid to and/or delivered by PFGBEST, as the case may be.

(g) Separate Transactions. Each Currency Forex transaction is a separate transaction, even though more than one such transaction may be included on a single confirmation.

8. COLLATERAL.

All funds, securities, commodities, commodity futures contracts, commodity option contracts, and other property of Customer which PFGBEST or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person), or which may at any time be in PFGBEST's possession, control, or carried on PFGBEST's books for any purpose, including safekeeping, are to be held by PFGBEST as security and subject to a general lien and right of setoff against liabilities of Customer to PFGBEST whether or not PFGBEST has made advances in connection with such securities, commodities or other property, and irrespective of the number of accounts Customer may have with PFGBEST. At any time, PFGBEST may in its discretion, with or without notice to

Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's Accounts. Additionally, Customer hereby grants to PFGBEST the right to pledge, repledge, hypothecate, sell or purchase, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, as securities or other property of Customer held by PFGBEST as margin or security. The value of any such collateral shall be determined by PFGBEST in its sole discretion and based upon what PFGBEST would receive if PFGBEST sold the relevant collateral for immediate delivery. PFGBEST shall at no time be required to deliver to Customer the identical property delivered to or purchased by PFGBEST for any account of Customer. The Customer agrees to maintain at all times with PFGBEST collateral in such form and in such amount as PFGBEST may from time to time request orally or in writing. In all cases, collateral shall be deemed received by PFGBEST when such collateral is actually received by PFGBEST. The rights of PFGBEST are subject to the applicable requirements for the segregation of Customer funds and property under the Commodity Exchange Act, as amended (the "Act").

9. LENDING AGREEMENT.

The purpose of the Lending Agreement is to allow PFGBEST to use warehouse receipts (representing delivery) as collateral. Should Customer take delivery of commodities through futures contracts, PFGBEST is obliged to make full payment for the delivery on 24 hours notice. If the balance in the Customer's Account is not adequate to pay for the delivery, the warehouse receipts become property carried on margin in the Customer's Account, since the commodity is not fully paid for by Customer. The Lending Agreement allows PFGBEST to use the warehouse receipt as collateral for a bank loan, the proceeds of which are used to pay for the warehouse receipts until redelivery of the commodity and/or payment in full by Customer. Should Customer intend to take delivery of the underlying commodity covered by any futures contract, PFGBEST requires the Customer to sign the Lending Agreement so it may use the commodities, property, warehouse receipts or evidence of ownership thereof, as collateral for a bank loan, the proceeds of which may be used to pay for the commodities, or evidence of ownership thereof, until payment in full, including interest, is made by Customer. This authorization shall apply to all accounts carried by PFGBEST for Customer and shall remain in full force until all

accounts are fully paid for by Customer or until notice of revocation is sent by PFGBEST from PFGBEST's principal place of business.

10. LIQUIDATION OF ACCOUNTS.

In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's Accounts carried by PFGBEST; (d) Customer's failure to maintain sufficient margin; or (e) PFGBEST's determination, regardless of current market quotations, that any collateral deposited to protect one or more accounts of Customer is inadequate to secure the account; (f) Customer's failure to provide PFGBEST any information requested pursuant to this Agreement; (g) Customer's failure to pay any amount due to PFGBEST; or (h) any other circumstances or developments that PFGBEST deems appropriate for its protection, PFGBEST, in its sole discretion, may take one or more, or any portion of the following actions: (1) satisfy any obligation Customer may have to PFGBEST either directly or by way of guaranty or suretyship out of any of Customer's funds or property in PFGBEST's custody or control; (2) liquidate Customer's positions by offsetting any or all commodity futures contracts, futures options, commodities, securities, or securities options held or carried for Customer; and/or (3) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidation of Customer's positions, PFGBEST may, in its sole discretion, offset in the same contract month or it may initiate new long or short positions in order to establish a spread or straddle which in PFGBEST's sole judgment may be advisable to protect or reduce existing positions in Customer's Account. According to PFGBEST's sole judgment and discretion, any sales or purchases hereunder may be made on any exchange or other markets where such business is then usually transacted or at a public auction or private sale, and PFGBEST may purchase the whole or any part thereof free from any right of redemption.

11. PAYMENT OF DEFICIT BALANCES.

Customer recognizes that PFGBEST is financially liable to the clearing members through which PFGBEST clears transactions for deficit balances occurring in Customer's Accounts. Customer therefore agrees that Customer shall at all times be liable for the payment of any deficit balance occurring in Customer's Account including any deficiency balance remaining in Customer's Account(s) in the event of the liquidation thereof in whole or in part by PFGBEST or by Customer. Customer agrees to hold PFGBEST harmless, and indemnify and defend PFGBEST from and against any and all losses sustained by PFGBEST resulting from any deficit balances that may occur in Customer's Account. In the event the proceeds realized from liquidation of Customer's Account are insufficient for the payment of all liabilities of Customer due to PFGBEST, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at PFGBEST's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event PFGBEST incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer also agrees to pay such expenses.

12. DELIVERY MONTH LIQUIDATION INSTRUCTIONS.

Liquidation instructions on open futures positions maturing in a current futures month must be given to PFGBEST at least five (5) business days prior to the first notice day in the case of long positions, and at least seven (7) business days prior to the last trading day in the case of short positions. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in PFGBEST's possession within the same periods described above. If instructions, funds or documents are not received, PFGBEST may, without notice to Customer, either liquidate Customer's position or make delivery or receive delivery on Customer's behalf on such terms, conditions and by such methods as PFGBEST deems reasonable, in its sole discretion, and Customer agrees to remain liable for all costs, expenses or debit balances incurred in connection therewith.

13. CHARGES.

Customer agrees to pay such commission rates as PFGBEST may from time to time charge, as well as all other costs and fees (including,

without limitations, fees imposed by the National Futures Association, exchanges or other regulatory or self-regulatory organizations) arising out of PFGBEST's provision of services hereunder. PFGBEST may change its commissions, charges, and/or fees without notice. Customer agrees to pay all such charges as they are incurred. Customer hereby authorizes PFGBEST to withdraw the amount of any such charges from Customer's Account(s). In the event Customer instructs PFGBEST to transfer open positions, monies, and/or property from Customer's Account to another futures commission merchant, Customer agrees to pay a transfer fee, to be designated by PFGBEST.

Customer specifically agrees that, after any Account subject to this Agreement has been dormant for a period of three calendar months, as defined by the unclaimed property laws and regulations of the relevant jurisdiction(s) to which such Account is subject, such Account shall thereafter be subject to a monthly administration fee for each subsequent month during which such dormancy continues without interruption. Such monthly administration fee shall be equal to 1.75% of the liquidation value of such Account (rounded up to the nearest multiple of \$10.00) or the maximum amount permitted by applicable law, whichever is less. Except as required by law, Customer shall not be entitled to a refund of any such monthly administration fee for any reason.

14. STATEMENTS AND CONFIRMATIONS.

Customer understands that Customer must carefully review the reports relating to Customer's trading sent by PFGBEST. Customer must review and report immediately errors on confirmations and statements. Failure to notify PFGBEST immediately of any error or omission will bind Customer to the terms of such confirmation or statement, as the case may be. All reports of execution shall be deemed final within twenty-four (24) hours and all statements of account will be deemed final within three (3) days, unless Customer objects to these reports within these periods of time to an executive officer of PFGBEST at PFGBEST's principal place of business.

Margin calls shall be conclusive and binding unless objected to immediately by telephone or by wire. Written objections on Customer's part shall be directed to PFGBEST's Compliance Department at 311 W. Monroe St., Suite 1300, Chicago, IL 60606 and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Customer's failure to receive a trade confirmation

or statement of accounts shall not relieve Customer of the obligation to object as set out herein. Failure to object to statements and confirmation shall be deemed ratification of all actions taken by PFGBEST or PFGBEST's agents.

Unless Customer indicated otherwise in Item 19 of the Account Application, Customer hereby authorizes PFGBEST to deliver electronically correspondence and other communications including, but not limited to trade confirmations, daily statements, monthly statements, margin and maintenance calls, and other documents required to be delivered in connection with Customer's account. Customer agrees that the sending by PFGBEST of an e-mail to the e-mail address of record shall constitute good and effective delivery to Customer of the communication whether or not Customer actually access the communication. Customer may revoke his consent to electronic delivery of documents at any time upon written notice to PFGBEST. It is the customer's responsibility and obligation to notify PFGBEST of any change of mailing and/or electronic addresses.

Customer agrees that written statements shall supersede all electronic information and the written statements shall be controlling.

15. COMMUNICATIONS.

Reports, statements, notices and any other communications may be transmitted to Customer at the address given above or to such other address as Customer may from time to time designate in writing to PFGBEST. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed transmitted by PFGBEST when deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Customer personally, whether actually received by Customer or not.

PFGBEST will not be responsible for delays in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication systems or facilities, or for any other cause or causes beyond PFGBEST's reasonable control or anticipation.

16. DISCLAIMER OF WARRANTIES.

Neither PFGBEST nor its agents make any representations or warranties to Customer, express or implied, with respect to the electronic order system, or the transmission, timeliness, accuracy or completeness thereof, including, without limitation, any implied warranties or any warranties of merchantability, quality or fitness for a particular

purpose, and those arising by statute or other wise in law or from any course of dealing or usage.

17. LIMITATION OF LIABILITY.

Customer agrees that in no event will PFGBEST be liable to Customer for the accuracy, interruption, delay, completeness, timeliness, or correct sequencing of the information received through Customer's use of BESTDirect™ or for any interruption of any data, information, or accessibility to BESTDirect™. Further, PFGBEST shall not be held responsible for any delay or failure to provide BESTDirect™ service, including the execution of any order. Under no circumstances shall PFGBEST or its agents be liable for any indirect, incidental, special or consequential loss or damages, including loss of business or profits or goodwill, that result from Customer's use, attempted use, or inability to use BESTDirect™.

18. EXTRAORDINARY EVENTS.

PFGBEST shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspension of trading, war, strikes, or for delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or as a result of any other causes beyond PFGBEST's control or anticipation.

Without limiting the generality of the foregoing, PFGBEST shall not be liable for any loss, liability, expense, fine or tax caused directly or indirectly by any (i) governmental, judicial, exchange or other self-regulatory organization action or order, (ii) suspension or termination of trading, (iii) breakdown or failure of transmission or communication facilities, or (iv) failure or delay by any exchange to enforce its rules or to pay or return any amounts owed to PFGBEST with respect to any transactions or contracts executed and/or cleared for Customer's account(s) with PFGBEST. In no event shall PFGBEST be liable for consequential, incidental or special damages.

19. CURRENCY FLUCTUATION RISK.

If Customer directs PFGBEST to enter into any commodity futures or commodity option on futures contract and such transaction is to be effected in a foreign currency: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and Customer's risk; (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dol-

lars, in such amounts as PFGBEST may in its sole discretion require; and (c) PFGBEST is authorized to convert funds in Customer's Account into and from such foreign currency at a rate of exchange on the basis of the then prevailing money market rates as determined by PFGBEST in its sole discretion.

20. CUSTOMER'S ACKNOWLEDGEMENTS.

Customer acknowledges that investment in commodity futures contracts and commodity options on futures is speculative, involves a high degree of risk and is appropriate only for persons who can assume risk of loss in excess of their margin deposit. Customer understands that because of the low margin normally required in commodity futures trading, price changes in commodity futures contracts may result in significant losses, which losses may substantially exceed Customer's investment and margin deposit. Customer warrants that Customer is willing and able, financially and other wise, to assume the risk of trading commodities, and in consideration of PFGBEST's carrying Customer's Account(s) Customer agrees not to hold PFGBEST responsible for losses incurred through following PFGBEST's trading recommendations or suggestions or those of PFGBEST's employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in commodity trading. Customer acknowledges that Customer has received no such guarantees from PFGBEST or from any of PFGBEST's representatives or any introducing broker or other entity with whom Customer is conducting business in Customer's Account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. Further Customer acknowledges that Customer has relied only on the terms and representations contained in this Agreement in formulating Customer's decision to open an account with PFGBEST.

Customer acknowledges that Customer has been advised and understands the following factors concerning trading Commodities, in addition to those contained in the CFTC Required Risk Disclosure Statement and Disclosure Statement for Non-Cash Margin, that have been provided to Customer. Customer further acknowledges that the purchase or sale of a futures contract always anticipates the accepting or making of delivery.

PFGBEST is not a member of the Securities Investor Protection Corporation ("SIPC"), therefore, Customer's account is not entitled to

SIPC protection. Customer acknowledges that Customer's Accounts at PFGBEST are neither securities accounts protected under SIPC nor bank accounts protected by the FDIC.

Customer acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the real-time information concerning Customer's trading and account activity, the quotes, market news, charts, trading analysis and strategies are not guaranteed by PFGBEST or PFGBEST's information providers. Customer understands that some of the information available through BESTDirect™ may be supplied by various independent sources. While PFGBEST believes that these independent sources are reliable, PFGBEST does not guarantee the accuracy, completeness, timeliness, non-interruption, or sequencing of any information supplied. Further, the information provided may be the property of the party who supplies such and may be protected by copyright; therefore, any reproduction, transmittal, dissemination or distribution of the information in any form or manner is prohibited without the express written consent of PFGBEST.

Customer further acknowledges that from time to time, and for any reason BESTDirect™ may not be operational or otherwise available for Customer's use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause, and Customer agrees to hold PFGBEST and its agents harmless from liability or any damage which results from the unavailability of BESTDirect™. Customer acknowledges that Customer has alternative arrangements, which will remain in place for the transmission and/or execution of Customer's orders, by telephone, facsimile transmission or otherwise, in the event, for any reason, circumstances prevent the transmission and/or execution of all, or any portion of, Customer's orders through BESTDirect™. In the event that BESTDirect™ is not operational, Customer agrees to contact Customer's broker at PFGBEST to make alternative order entry arrangements.

Customer further acknowledges that there is risk associated with Currency Forex trading. If trading liquidity decreases, trading in a certain foreign currency may cease, thereby preventing the liquidation of an adverse position, which may result in a substantial financial loss. Additionally, there are no guarantees to the credit worthiness of the counterparty PFGBEST utilizes for Customer's Currency Forex position. If Customer directs PFGBEST to enter into any Currency Forex contract: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Custom-

er's Account and Customer's risk; and (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as PFGBEST may, in its sole discretion, require.

If Customer trades through the Forex market, Customer may not be afforded certainty of the protective measures provided by any domestic futures exchange, including the right to arbitrate Customer's dispute with the counterparty. For additional risk factors associated with Currency Forex, Customer should refer to the Currency Forex Risk Disclosure Statement, a copy of which has been provided to Customer.

If Customer's Account is introduced by an IB or by a CTA, it is being carried on PFGBEST's books on a "fully disclosed basis." Customer understands that PFGBEST is employed to perform certain bookkeeping and operational functions with regard to Customer's Account.

Customer understands that PFGBEST is responsible for executing and confirming transactions effected for Customer's Account; segregating funds in accordance with the rules and regulations promulgated by the CFTC; margining Customer's Account and collecting funds on Customer's behalf by means of checks payable to PFGBEST only. Customer agrees to indemnify PFGBEST and hold harmless PFGBEST from and against all damages or liability arising from the conduct of Customer's IB or CTA.

21. TRADING RECOMMENDATIONS.

Customer acknowledges that (i) any market recommendations and information communicated by PFGBEST does not constitute an offer to sell or the solicitation of an offer to buy any commodity or commodity futures contract or options on futures contract; (ii) such recommendation and information, although based upon information obtained from sources believed by PFGBEST to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and (iii) PFGBEST makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Customer. The market recommendations of PFGBEST are based solely on the judgment of PFGBEST's personnel. These market recommendations may or may not be consistent with the market position or intentions of PFGBEST, PFGBEST's affiliates and employees.

Customer acknowledges that PFGBEST and/or PFGBEST's officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell commodities, commod-

ity futures contracts or Commodity Options which are the subject of market recommendations furnished to Customer, and that the market position of PFGBEST or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by PFGBEST. Customer acknowledges that PFGBEST makes no representations concerning the tax implications or treatment of contracts.

22. TRADING AGENTS.

Customer acknowledges that should Customer grant trading authority or control over Customer's Account to a third-party ("Trading Agent"), whether on a discretionary or non-discretionary basis, PFGBEST shall in no way be responsible for reviewing Customer's choice of such Trading Agent nor making any recommendations with respect thereto. Customer understands that PFGBEST makes no warranties or representations concerning any Trading Agent; nor does PFGBEST by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. Customer agrees that PFGBEST shall not be held responsible for any loss to Customer occasioned by the actions of the Trading Agent. If Customer gives Trading Agent authority to exercise any of its rights over its accounts, Customer understands that Customer does so at Customer's own risk.

Customer understands that PFGBEST does not permit its Account Executives to either exercise discretion or manage an account, or hold a power of attorney over an account, unless approved by an executive officer of PFGBEST and only after proper documentation has been submitted and approved by PFGBEST. If Customer's Account is not being traded with Customer's authorization, Customer must notify PFGBEST's Compliance Officer immediately.

23. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that: (a) Customer is of sound mind, legal age and legal competence; (b) no person other than Customer has or will have an interest in Customer's Account(s); (c) regardless of any subsequent determination to the contrary Customer is suitable to trade Commodities; and, (d) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange or a firm registered on any exchange, or any bank, trust, or insurance company; and in the event that Customer becomes so employed, Customer will

promptly notify PFGBEST at its home office in writing of such employment; and, (e) all the information provided in the information portion of this booklet is true, correct and complete as of the date hereof and Customer will notify PFGBEST promptly of any changes in such information.

24. DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to PFGBEST in this document is an accurate representation of Customer's current financial condition. Further, Customer represents and warrants that in determining:

- (a) Customer's Net Worth: Assets and Liabilities were carefully calculated then Liabilities were subtracted from Assets to determine Customer's Net Worth;
- (b) Value of Assets: Customer included cash and/or cash equivalents, U.S. Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets;
- (c) Value of Liabilities: Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages (excluding primary residence) and other debts; and
- (d) Customer's Liquid Assets: Customer included only those Assets that can be quickly, (within one day's time) converted to Cash.

Customer represents and warrants that Customer has very carefully considered the portion of Customer's Assets that Customer considers being Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's life style. Customer agrees to immediately inform PFGBEST if Customer's financial condition changes in such a way that reduces Customer's Net Worth, Liquid Assets and/or Risk Capital.

Customer authorizes PFGBEST or PFGBEST's agents to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as PFGBEST shall deem appropriate to verify information regarding Customer. Customer further authorizes PFGBEST to investigate Customer's current and past investment activity and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, and compliance data centers, as PFGBEST shall deem appropriate. Upon reasonable request made in writing by Customer to PFGBEST,

Customer shall be allowed to review any records maintained by PFGBEST relating to Customer's credit standing. At Customer's sole cost and expense Customer also shall be allowed to copy such records.

PFGBEST has adopted policies and procedures for the protection of Customer's confidential personal information from unauthorized disclosure. PFGBEST's policies and procedures regarding such matters are reflected in the PFGBEST Privacy Notice. PFGBEST's Privacy Notice may also be obtained from PFGBEST's website at www.pfgbest.com.

25. NO GUARANTEES.

Customer acknowledges that Customer neither has any separate agreement nor shall enter into any separate agreement with Customer's broker or any PFGBEST employee or agent regarding the trading in Customer's Account, including any agreement to guarantee profits or limit losses in Customer's Account. Customer understands that Customer is under an obligation to notify PFGBEST's Compliance Officer immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's Account, which differ from any statements Customer receives from PFGBEST must be brought immediately in writing to the attention of PFGBEST's Compliance Officer. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing PFGBEST's limited trading authorization. Any disputed transactions must be brought to the attention of PFGBEST's Compliance Officer pursuant to the notice requirements of this Customer Agreement. Customer agrees to indemnify and hold PFGBEST harmless from all damages or liabilities resulting from Customer's failure to immediately notify PFGBEST's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to PFGBEST at PFGBEST's address appearing on confirmations and account statements.

26. JOINT ACCOUNTS.

If this account is held by more than one (1) person, all of the joint holders are jointly and severally liable to PFGBEST for any and all obligations arising out of transactions in the account and/or this Customer Agreement. Customer acknowledges that each tenant of a joint account has authority to: a) trade for the account, b) receive all correspondence and documents in respect to the account, c) receive

or withdraw money, d) execute agreements relating to the account, and e) deal with PFGBEST fully. PFGBEST has the authority to require joint action by the parties of the Account in matters relating to the Account. PFGBEST has control and possession of the security of the Account individually or jointly. If a death occurs to one or more of the tenants, the remaining tenants shall notify PFGBEST in writing. For all expenses incurred by the Account, the Account shall be charged and all tenants shall be jointly and individually responsible. Unless the Customer informs PFGBEST otherwise, each tenant is presumed to have equal interest in the Account.

27. PARTNERSHIP ACCOUNTS.

Where the Customer is a partnership, the Customer represents that the General or Limited Partnership Agreement is in writing and provides that the partnership will not terminate upon the death or incapacity of any one of the partners; the partners and the partnership are in compliance with and shall remain in compliance with all rules and regulations applicable to their activities including, but not limited to, the rules and regulations of the CFTC, NFA, the Commodity Exchange Act, and State Laws in which the partnership was formed; the partners are jointly and severally liable to PFGBEST for any and all transactions and obligations made in conjunction with this account and are bound by all terms and conditions of this Agreement; and the partnership shall promptly notify PFGBEST in writing of the death or retirement of any partner, or any change in the partnership agreement. The estate of any of the general partners who shall have died shall be liable, and each survivor shall continue to be liable, to PFGBEST for any debit balance or loss in the account resulting from the completion of transactions initiated prior to receipt by PFGBEST of such written notice of death or incurred in the liquidation of the account after receipt of notice of death of a partner.

28. ERISA PENSION PLAN ACCOUNTS.

Where the Customer is a plan covered by the Employee Retirement Security Act of 1974 ("ERISA"), Customer acknowledges and understands that PFGBEST is only providing services hereunder and is not a plan fiduciary as defined in ERISA, and any rules or regulations promulgated thereunder. PFGBEST has no discretionary authority or control with respect to Customer's purchase or sale of futures contracts and that the furnishing of market recommendations and information by PFGBEST is solely for Customer's

convenience and does not constitute the exercise of such authority or control; and there is no agreement, arrangement, or understanding between Customer and PFGBEST for investment decisions with respect to the assets of Customer or that PFGBEST will render individualized investment advice to Customer based on the particular needs of Customer. Customer further represents that it has full power and authority pursuant to governing agreements and otherwise to enter into this Agreement and to engage in transactions of the kind contemplated herein.

29. NO WAIVER OR AMENDMENT.

No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Customer and an authorized officer of PFGBEST. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by PFGBEST or PFGBEST's agents to assert PFGBEST's right under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

30. GOVERNING LAW AND JURISDICTION.

This Agreement, and the parties' rights and obligations hereto, shall be governed by, construed and enforced in all respects by the laws of the State of Illinois.

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

31. FOREIGN CUSTOMER NOTICE.

Where Customer is not a resident of the United States (hereinafter referred to as "Foreign Customer"), Regulation 15:05 of the United States Code of Federal Regulations (CFR) deems PFGBEST to be For-

Foreign Customer's agent for purposes of accepting delivery and service of any communication issued by or on behalf of the CFTC with respect to any futures or options contracts which are or have been maintained in Foreign Customer's account carried by PFGBEST. Service or delivery of any communication issued by or on behalf of the CFTC to PFGBEST constitutes valid and effective service or delivery upon the Foreign Customer. Further, pursuant to Regulation 18:07 CFR, may require a Foreign Customer to comply with the filing of various reports with the CFTC upon twenty days notice, except where such Foreign Customer may be required by the CFTC to file such reports within one business day after a special call by the CFTC upon such Foreign Customer. In the event that the CFTC, pursuant to Regulation 21:03 CFR issues a call for information on the account of a Foreign Customer, PFGBEST, as your agent, may be required to provide any and all information concerning Foreign Customer's account, including but not limited to Foreign Customer's name and address and the name and address of persons having a ten percent or more beneficial interest in the account, total open futures and options positions in the account and the number of futures contracts against which delivery notices have been issued or received or against which exchanges of futures for cash have been transacted for the period of time specified in the call.

32. TERMINATION.

This Agreement shall continue in effect until termination. Customer may terminate this Agreement only at a time when Customer has no open commodity positions and no liabilities held by or owed to PFGBEST. Termination by Customer shall be effective upon the actual receipt by PFGBEST, at PFGBEST's main office, of written notice of termination. PFGBEST may terminate this Agreement at any time. If PFGBEST elects to terminate this Agreement, PFGBEST shall have the right, in PFGBEST's sole discretion, to sell any property in any account of the Customer, and to close out and liquidate any and all outstanding transactions of Customer, and any such sales or purchases shall be at PFGBEST's discretion on any exchange or other market. Prior demand, call or notice of the time and place of such sale or purchase, shall not be construed to be a waiver of PFGBEST's rights to sell or to buy without demand or notice. Termination by PFGBEST shall be effective upon the transmittal of written notice of termination to Customer. Customer's obligations to PFGBEST arising

out of any deficit balance or indemnification shall survive the termination of this Agreement.

33. INDEMNIFICATION.

Customer agrees to indemnify and hold harmless PFGBEST, PFGBEST's affiliates, employees, agents, successors and assigns from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by PFGBEST arising out of Customer's failure to fully and timely perform Customer's agreements herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to be responsible for and pay promptly to PFGBEST all damages, costs and expenses, including attorney's fees, incurred by PFGBEST in the enforcement of any of the provisions of this Agreement and any other agreements between PFGBEST and Customer. Should customer instigate any legal action against PFGBEST and is unsuccessful, Customer agrees to indemnify PFGBEST for all cost PFGBEST incurs, including but not limited to attorneys' fees.

34. CROSS TRADE CONSENT.

Customer acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, floor broker or floor trader associated with PFGBEST may be the opposing broker for a trade entered for Customer's Account. Customer consents to any such transaction, subject to any limitations and conditions contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, the CFTC, NFA, or the United States Federal Reserve Board, or any other regulatory agency.

35. ELECTRONIC MARKET CONSENT.

Customer authorizes PFGBEST to enter orders to buy and sell futures contracts on the GLOBEX®, the NYMEX ACCESS™, and/or the PROJECT A® automated order entry and matching system(s). Customer acknowledges having read and understood the Automated Order Entry Systems Disclosure Statement.

36. LINKED MARKET CONSENT.

PFGBEST may from time to time execute transactions as Customer's agent on a foreign futures exchange to trade futures, options, and/

or Exchange for Physical Commodities, (EFP), pursuant to an agreement between the foreign futures exchange and a domestic futures exchange that a trade executed on one exchange liquidates or establishes a position on the other exchange. Customers who trade on a foreign futures exchange may not be afforded certainty of the protective measures provided by the Commodity Exchange Act, as amended, the CFTC's regulations, and the rules of NFA, and any domestic futures exchange, including the right to use reparation proceedings before the CFTC and arbitration proceedings provided by NFA or any domestic futures exchange. Customer authorizes PFGBEST to trade on foreign futures exchanges. Customer understands that Customer may be giving up the right to have arbitration in association with trades on foreign exchanges.

37. TERMS AND HEADINGS.

The term "PFGBEST" shall be deemed to include Peregrine Financial Group, Inc., PFGBEST's divisions, its successors and assigns. The term "Customer" shall mean the party (or parties) executing the Agreement. The term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's Account regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

38. BINDING EFFECT AND ACCEPTANCE.

This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with PFGBEST, irrespective of any change or changes at any time in the personnel of PFGBEST or PFGBEST's successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of PFGBEST and PFGBEST's successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the heirs, estate, executor, trustees, administrators, legal representatives, successors, and assigns of Customer. Customer hereby ratifies all transactions with PFGBEST effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement. The parties agree that this Agreement shall not be deemed to have been accepted by PFGBEST or become a binding

contract between Customer and PFGBEST until approved at PFGBEST's main office and signed by PFGBEST's authorized representative.

39. RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and PFGBEST may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or PFGBEST. Customer understands that PFGBEST destroys such recordings at regular intervals in accordance with PFGBEST's established business procedures and Customer consents to such destruction.

40. ELECTRONIC SIGNATURE.

PFGBEST may, at its sole discretion, accept electronic signatures. As such, any signature documents signed and transmitted by facsimile, telecopier or similar electronic system may be accepted as original documents. The signature of any person or entity thereon, considered as an original signature, and will have the same binding effect as an original signature.

41. CONSENT TO JURISDICTION AND VENUE.

Customer agrees that all actions, disputes, claims or proceedings, including, but not limited to, any arbitrations proceeding, including NFA arbitrations, arising directly or indirectly in connection with, out of, or related to or from this Agreement, any other agreement between the Customer and PFGBEST or any orders entered or transactions effected for Customer's Account, whether or not initiated by PFGBEST, shall be adjudicated only in courts or other dispute resolution forums whose situs is within the City of Chicago, State of Illinois. Customer hereby specifically consents and submits to the jurisdiction of any State or Federal Court, or arbitration proceedings located within the City of Chicago, State of Illinois.

Customer waives any claim Customer may have that (a) Customer is not personally subject to the jurisdiction of any State or Federal Court or arbitration proceeding located within the State of Illinois, (b) Customer is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to Customer or Customer's

property, (c) any such suit, action or proceeding is brought in an inconvenient forum, (d) the venue of any such suit, action or proceeding is improper, or (e) this consent or this Agreement may not be enforced in or by such court or arbitration proceeding.

Customer further acknowledges that PFGBEST may elect to collect any deficit balance by instigating a court proceeding against Customer. Nothing in this Agreement shall be construed as to prevent PFGBEST from proceeding in a judicial forum of

PFGBEST's choice. Should Customer have instigated an arbitration proceeding, Customer acknowledges that PFGBEST shall not be compelled to bring its claim, if any, in the arbitration forum nor shall Customer seek to stay PFGBEST's proceedings against Customer pending resolution of the arbitration proceeding. No action, regardless of form, arising out of transactions under this Agreement may be brought by the Customer more than one year after the cause of action arose.

THIS IS A CONTRACTUAL AGREEMENT. DO NOT SIGN UNTIL YOU HAVE READ THE FOREGOING CAREFULLY.

The undersigned acknowledges having received, read and understood the foregoing Customer Agreement. (Attach a copy of this page for additional signatures.) By signing this Agreement containing the Consent to Jurisdiction and Venue, Customer assents to jurisdiction and venue as set forth in Paragraph 41 above, and acknowledges that all clauses contained in this Agreement were freely and knowingly negotiated between the parties.

X _____
Customer Signature

Print Name Date

X _____
Customer Signature

Print Name Date

(Attach a copy of this page for additional signatures)