

The terms of this Online Services Agreement ("Agreement") supplement the Customer Agreement that you have entered into with Vision LP ("Vision"). All provisions of your Customer Agreement remain in full force and effect. To the extent possible, this Agreement will be construed consistently with the Customer Agreement. However, if there are any inconsistencies between any term of this Agreement and the Customer Agreement, the terms of the Customer Agreement will control.

1. Scope of Agreement. Vision offers the use of various online trading platforms through its web site. The web site, the trading platforms and all related online services, including, without limitation, electronic confirmation, account review and quotes, are collectively referred to as the "System". Your use of the System, at any time or from time to time, shall be governed by this Agreement.

2. Orders.

(a) Access Codes. You may access any one or more of your accounts maintained by Vision (each, an "account") and the trading platforms offered on VISION's website through your own personal identification number ("PIN") and account number (collectively with your PIN, your "Access Codes"). You are solely responsible for: **(I)** keeping your Access Codes confidential, **(II)** all orders for, and all resulting profits and losses in, your account through use of your Access Codes including, without limitation, orders that were not authorized by you and orders that are entered incorrectly, and **(III)** any changes to your account information made through use of your Access Codes. You agree to notify Vision immediately of any loss, theft or unauthorized use of your Access Codes.

(b) Trade Records and Review of Order Confirmations. You are solely responsible for keeping a record of all of your placed orders. You agree that you will review any confirmations of orders, daily statements, and monthly account statements (each, an "Order Confirmation") immediately upon receipt to verify the contents of such Order Confirmations with your trading records. You agree to notify Vision promptly after your receipt of an Order Confirmation of any inaccuracies or incorrect information contained therein. You acknowledge and agree that your failure to so notify Vision will be deemed to be your agreement that: **(I)** the Order Confirmation is complete and accurate, and **(II)** you have authorized and placed all orders listed in the Order Confirmation.

(c) Electronic Delivery of Order Confirmations. You hereby acknowledge and consent to the electronic delivery of Order Confirmations via your e-mail address provided below in lieu of delivery of printed Order Confirmations via mail. Your consent to electronic delivery shall be effective during the term of this Agreement and such period thereafter reasonably necessary to provide you with any Order Confirmation pertaining to this Agreement. Your consent may be revoked at any time by notifying Vision in writing in accordance with Section 16 below.

(d) Order Status. You must contact Vision promptly at one of the telephone numbers provided to you by e-mail at the time you opened your account if you do not receive an Order Confirmation for an order placed through a trading platform after the order has been placed. Any order so received by Vision will be deemed to have been placed by you at the time first received by Vision (electronically or telephonically) and in the form so received.

(e) At Your Risk. You acknowledge that all orders placed through use of the System are at your own risk. Vision does not guarantee that any order placed through the System will be filled or acted on. Vision reserves the right to: **(I)** refuse any order for any reason, and **(II)** remove any order posted to your account that you did not place.

(f) Access Restriction and System Interruption. You acknowledge that there may be times when all or any part of the System (for example, the trading platform) will be delayed, interrupted, terminated or otherwise unavailable for various reasons, including, without limitation, because: **(I)** Vision has exercised its right to restrict or terminate your access to the System as set forth in Section 8 below ("Access Restriction"), or **(II)** the System is undergoing maintenance, servicing, hardware malfunction, software defect, service or transmission interruption or system failure, breakdown of communication lines, telephone or other interconnect problems, technical problems, system access issues, system capacity issues, high Internet traffic demand, other Internet and computer problems and defects, severe weather and other causes over which Vision has no control (collectively, "System Interruption"). You acknowledge that if your account has an Access Restriction or if System Interruption occurs you will not be able to enter, modify or cancel an order. You are nevertheless responsible for any orders that you executed or were unable to cancel as a result of, or during, an Access Restriction or System Interruption.

(g) Account Balance Requirement. If your account balance falls below \$2,000, you will be required to immediately deposit more funds to your account. If you fail to do so, your account will be restricted to liquidation only.

(h) Routing and Review of Orders. You understand that your orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading facility, such as Globex). You understand that your orders may be reviewed by an order desk, and if your account has insufficient margin your order may be refused.

3. Margin Requirements. You acknowledge that margin requirements fluctuate based on market conditions and that you have a duty to monitor your account at all times to ensure that it is properly margined. Vision has the right to offset all open positions without notice when the equity on deposit is below required levels or inadequate to protect Vision. You can view your daily margin requirements and complete account information at <http://www.tradewithvision.com>. After entering your Access Codes, proceed to "Account Review." If you have trouble accessing your account or do not remember your Access Codes, contact Vision's Customer Service Department in

New York City or your account representative. If at any time your account is in an undermargined position, you agree to deposit sufficient funds by the fastest available means to correct such position. Your failure to comply with this section will result in the restriction and/or liquidation of the positions in your account.

4. Quote Fees. You hereby authorize Vision to debit your account for any market quotation fees charged by a Trading Platform provider.

5. Information and Information Providers. Vision's web site provides you with access to information ("Information"), some of which is provided by independent third parties ("Information Providers"). While Vision believes this Information is reliable, neither Vision nor the Information Providers guarantee or make any representations as to the accuracy, completeness, timeliness, non-interruption, or sequencing of the Information. Further, neither Vision nor any Information Providers shall be liable for any delay, interruption, or error in the transmission, or for the inaccuracy or incompleteness, of any Information. Information Providers may have a proprietary interest in the Information that they provide, and you agree that you will not reproduce, retransmit, disseminate, sell, publish, broadcast, or otherwise exploit such Information in any medium.

6. No Investment Advice. You agree that: **(I)** all orders placed by you through Vision's Trading Platforms are unsolicited by Vision, any Information Provider, and any officer, director, employee or agent (collectively, "Agents") of Vision or any Information Provider, and **(II)** the Information provided on Vision's web site is not intended to make any recommendations or give any investment, legal, accounting or tax advice, or advice regarding the suitability or profitability of any investment.

7. Non-Exclusive License. Vision grants you a non-exclusive and non-transferable license to use the System solely for the purposes provided herein and subject to any other agreements in effect between you and Vision. The System (including, without limitation, all proprietary rights, interest and title related thereto), as modified from time to time, and all materials provided to you in connection with the System, are the property of Vision and Vision's licensors. You shall not reproduce, modify, prepare derivative works of, retransmit, disseminate, sell or distribute, the System or related materials in whole or part in any manner without the express written permission of Vision and the relevant owner.

8. Vision's Right to Restrict and Terminate Your Access to the Trading Platforms. Vision reserves the right to restrict and terminate your access to its Trading Platforms without notice at any time for any reason, including without limitation, for System maintenance or upgrading, your breach of this Agreement or any other agreement between you and Vision, unauthorized use of your Access Codes, or the cessation or termination of agreements between Vision and third party providers.

9. Limitation of Liability. Neither Vision nor its Agents will be liable for, and you agree to hold harmless Vision and its Agents from, any fees and expenses (including, without limitation, attorneys' fees and expenses), claims (whether in contract or tort), damages (including, without limitation, incidental, consequential, or special damages), losses (including, without limitation, any trading losses or lost profits), or other liabilities (collectively, "Losses") arising from:

(a) your use of, or reliance on, the System (including, without limitation, those matters as to which you acknowledge responsibility for and/or agree pursuant to Sections 2 and 3 above);

(b) your attempted use of the System; or

(c) any delay, interruption, termination or interference affecting all or any part of the System (for example, a delay in the clearing function) or your ability to use all or any part of the System (for example, your inability to cancel an order), including, without limitation, an Access Restriction or System Interruption.

10. Disclaimer of Warranties. You acknowledge that the System is provided on a "Best Efforts" and "As Is" basis. To the extent permitted by applicable law, Vision expressly disclaims any warranty of any kind with respect to the System, including, without limitation, any implied warranties, any warranties as to non-infringement or title, or any warranties of merchantability, quality or fitness for a particular purpose. Vision does not represent, warrant or guarantee that you will be able to access or use the System as a whole or in any particular geographic location.

11. Use of Personal Data and Privacy Notices. You agree that:

(a) Vision may hold and process, in electronic format or otherwise, any information it obtains concerning you as a result of your use of the System ("Personal Data");

(b) Vision may access and use your Personal Data for operational purposes, credit assessment, statistical analysis, and to identify and provide you with information concerning products and services offered by Vision and third parties;

(c) Vision may disclose Personal Data to licensed credit reference agencies, Vision's affiliates and otherwise to the extent permitted or required by applicable law;

- (d) Vision has the right, at any time, to update your credit information by requesting information from credit reference agencies;
- (e) You have reviewed and understand Vision's Privacy Policy; and
- (f) **VISION MAY PROVIDE YOU WITH ANNUAL AND REVISED NOTICES, AND ANY OPT OUT NOTICES (IF REQUIRED), REGARDING ITS PRIVACY POLICY ON ITS WEB SITE (HTTP://WWW.TRADEWITHVISION.COM).**

12. Indemnification. You agree to indemnify and hold harmless Vision, Information Providers and their agents from and against any and all Losses suffered by any of them and arising from your breach of this Agreement or violation of any third party's rights, including, without limitation, copyright, proprietary and privacy rights. You hereby waive any and all rights you may have independently to defend, settle or compromise any indemnified claim or demand instituted by any third party against Vision, Information Providers or their agents.

13. Governing Law. The performance of the parties' obligations under this Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of laws principles.

14. Arbitration. Any controversy between you and Vision or any of Vision's agents arising out of, or relating to, this Agreement shall be resolved by arbitration in the manner set forth in the Arbitration Agreement (Form 8) included in your Account Application package.

15. Modification. Vision may modify the System (including, without limitation, adding additional or removing existing trading platforms) and change the terms of this Agreement, in whole or part, at any time. Notice of such modifications or changes shall be sent to you via your e-mail address as set forth in Section 16, below.

16. Confirmations and Notices. Any notices, Order Confirmations, or other communications required by or made in connection with this Agreement, unless specifically addressed elsewhere in this Agreement, shall be sent to the parties as follows:

- (a) To you at your e-mail address as set forth below; and
- (b) To Vision at: customerservice@tradewithvision.com.

17. Acceptance of Agreement. By either signing this Agreement or using the System, you represent that you have read, understand and accept this Agreement and the information provided to you as part of Vision's Account Application package.

18. Survival. Sections 9, 10, 12, 13, 14 and 16 shall survive termination of this Agreement.

THIS FORM 7 IS A CONTRACTUAL AGREEMENT. DO NOT SIGN BELOW UNTIL YOU HAVE READ THIS AGREEMENT CAREFULLY.

_____ Date	_____ Your E-mail Address
_____ Your Name (print)	_____ Vision Account Number (if assigned)
X _____ Your Signature	_____ Your Personal Identification Number (PIN)
_____ Print Joint Owner Name (if applicable)	
X _____ Joint Owner Signature	