



**Guarantee and Indemnification (Customer)**

To: Rosenthal Collins Group, LLC and its affiliates

THIS GUARANTEE AND INDEMNIFICATION is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“**Guarantor**”) to Rosenthal Collins Group, LLC and its affiliates (collectively, the “**Company**”). In consideration of this Guarantee and Indemnification, the Company will allow \_\_\_\_\_ (“**Customer**”) to establish and maintain a trading account (“**Account**”) with the Company, subject, however, to the provisions of any customer agreement between the Customer and the Company.

Guarantor does irrevocably and unconditionally guarantee the full and prompt payment to the Company of any financial obligation, debit or deficit (collectively, “**Obligations**”) incurred or accrued by the Company which in any manner or way arises out of or is related to the Customer’s Account with the Company. The Company may orally demand payment of any such Obligations at any time. Such Obligations may be enforced against the Guarantor immediately. For the avoidance of doubt, this is a guarantee of payment and not a guarantee of collection. Accordingly, the Company is not required to proceed first against the Customer or any other person or entity or against any other collateral before resorting to Guarantor for payment. Guarantor’s Obligations under this guarantee are independent of all other obligations and liabilities of the Guarantor to the Company, and Guarantor shall remain liable hereunder until all amounts due hereunder are paid in full to the Company. Guarantor waives promptness, diligence, protest, notice of any default, demand for payment, notice of acceptance, presentment, notice of protest, notice of dishonor, notice of the incurring by the Customer of additional indebtedness, notice of any extension of time or other modification of, or amendment to, the terms of payment of any of the Obligations guaranteed, or any part, and all other notices and demands with respect to any of the Obligations guaranteed hereunder. Without limiting any other rights and remedies available to the Company, Guarantor expressly (1) authorizes the transfer of funds from any of Guarantor’s accounts held at the Company to pay any amount due hereunder, and (2) authorizes the Company to set-off against any amounts owed to Guarantor any amounts owed hereunder to the Company.

Guarantor indemnifies and holds the Company harmless from any and all actions, causes of actions, suits, claims, expenses, judgments, costs or other obligations (including reasonable attorneys’ fees in connection therewith) (collectively, “**Claims**”) of any kind or nature whatsoever which it may incur or accrue by reason of the Customer establishing and maintaining an Account with the Company, or which in any manner or way arises out of or are related to the Account, except to the extent that any such Claim is the result of the Company’s gross negligence or willful or wanton misconduct.

Guarantor acknowledges that the laws of the State of Illinois apply hereto, without regard to its conflicts of laws principles, and Guarantor hereby submits to the exclusive jurisdiction and venue of the courts sitting in Cook County, Illinois, with respect to this Guarantee and Indemnification and expressly and irrevocably waives any objection or defense to any such jurisdiction.

Guarantor acknowledges that this Guarantee and Indemnification has been delivered free of any conditions and that no representations have been made to Guarantor affecting the liability of the Guarantor under this Guarantee, save as may be specifically embodied herein. This Guarantee and Indemnification shall remain in full force and effect so long as Customer maintains the Account with the Company and shall be applicable with respect to all Obligations incurred prior to the date that it is no longer in effect. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

As witness the hand and seal of the Guarantor as of the day and year first written above.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor’s RCG Account Number (if applicable)

\_\_\_\_\_  
Guarantor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
If Entity, Contact Name and Title

\_\_\_\_\_  
Phone and E-mail