



ROSENTHAL
COLLINS
GROUP LLC

Letter of Direction

To: **Rosenthal Collins Group, L.L.C.**

In connection with my being your Customer, I hereby confirm that I have provided _____ (“the Broker”) with a trading system as described below (referred to herein as the “System”) that I either developed myself, have purchased from a third party, or receive by subscription. Accordingly, I hereby direct and grant discretion to the Broker to enter trades for my account in accordance with the trading signals and/or recommendations generated by the System. As part of the consideration for your acceptance of my account that will be traded pursuant to this letter of direction, I acknowledge, represent, covenant and agree to the following terms and conditions:

- 1. I fully understand that trading signals and/or recommendations are produced by the System and that the Broker’s responsibility is to use commercially reasonable efforts to enter orders pursuant to the signals and/or recommendations generated by the System and as received by you. I warrant that I have fully paid for use of the System (if it is purchased or subscribed for) and I am authorized to use any trading signals produced by the System (I understand that this may be subject to verification by the Broker). I confirm that the Broker has not solicited, or in any way recommended, my participation in trading with the System. I have made inquiries and conducted research into the System sufficient to make an informed investment decision. I acknowledge that the Broker cannot imply or guarantee that I will make a profit from trading the System, and I agree that neither the Broker nor RCG will be held responsible for the System’s performance or trading losses incurred in my account as a result of my trading pursuant to the System. I understand that using the System to generate trading signals exposes me to the risks associated with the use of computers and data feeds and other systems relied upon by the Broker. I agree to accept such risks, which may include, but are not limited to, failure of hardware, software or associated communication systems and/or inaccurate external data feeds provided by third party vendors and I further agree to hold the Broker and RCG harmless from any losses in my account associated with these risks.**
2. By signing below, I grant a limited power of attorney to the Broker, its employees and agents, solely for the purpose of entering orders in accordance with the signals and/or recommendations generated by the System as modified from time to time, unless I direct otherwise. If the System is a trade recommendation service or hotline, I have arranged for the originator of the service or hotline to transmit by facsimile, tape recorded telephone message or otherwise, the trading signals and/or recommendations to be executed for my account. If more than one Broker client is using the same system or service as the System, I acknowledge that the Broker may enter block orders to enhance order execution, in which case fills will be allocated pursuant to a fair and systematic fill allocation method employed by the Broker. I understand and acknowledge that the Broker will be responsible only for using commercially reasonable efforts to execute, in a timely fashion, signals generated by the System. Neither the Broker nor RCG shall be responsible for mechanical or communication line failure, or system errors, or any other cause beyond its control. **I acknowledge that the Broker can accept and transmit orders only if actually received or generated and then on a “not held” basis (i.e., neither the Broker nor RCG shall be held responsible for the execution of any orders at the prices indicated or otherwise).**
3. I am aware of the speculative nature and the high risks associated with futures and options trading. I have provided the ideas, techniques and trading parameters used in my System or, if it is a third-party developed system, trade recommendation service or hotline, I understand its trading parameters. I have had the opportunity to ask questions on how my account will be handled. I acknowledge that I have not purchased my System from the Broker or RCG. **I understand that there is no trading system or trading advice free from risk of loss and that no one can guarantee profits or freedom from loss in futures or options trading. Neither the Broker nor RCG will be held responsible for the performance of my System or trading losses in my account.**
4. Specifically with regard to the markets and the number of contracts in each market to be traded pursuant to the

trading signals and/or recommendations generated by the System, the Broker is hereby authorized to place orders in accordance with instructions received by it from the System.

- 5. The Broker may act upon the authority given by this letter of direction until I revoke this authority by written notice addressed and actually delivered to RCG at 216 West Jackson Blvd., Chicago, IL 60606 Attn: Compliance Dept. I understand that it is solely my responsibility to notify the Broker and RCG if I wish to end the automatic trading done for my account pursuant to this letter of direction. I shall be responsible for any open positions in my account at the time that I revoke the authority and, in the absence of instructions to the contrary, I hereby authorize the Broker to offset any open positions at its sole discretion. I agree to indemnify the Broker for acting in accordance with this letter of direction to the same extent provided in the customer account agreement ("Customer Agreement") that I have signed and I agree that this letter of direction supplements and forms a part of that Customer Agreement.

- 6. I hereby authorize RCG to deduct the following Trading System fees from my RCG trading account and to remit such fees to _____ (i.e. the Trading System Provider ("TSP")) in payment of my subscription: a monthly fee of \$_____ or a quarterly fee of \$_____. If the fees are paid to a TSP which is an intermediary instead of the system developer, RCG assumes no liability or responsibility for assuring that the payment is ultimately delivered to the developer. RCG is under no obligation to verify accurate subscription charges are being paid and may rely on any invoice sent from the TSP.
If applicable, please initial here _____.

Name of System: _____

Name of System Provider: _____

Telephone Number of System Provider: _____

Website Address of System Provide (if applicable): _____

Account Number to be traded: _____

Account Name to be traded: _____

Name of Account Executive: _____

How did you learn of the System Provider? _____

Name of Customer

Name of Customer (If joint account)

Customer's Signature

Joint Owner's Signature

Date

Date

