

publication in good faith of a statement that a contract entered into under this sub-clause does, or does not, as the case may be, apply in relation to that Member.

Indemnity

45.22 A Member in respect of whom any amount of compensation has been paid or is payable out of the Fidelity Fund to a claimant in accordance with this Article shall indemnify the Exchange and the Fidelity Fund in respect of such amount and all costs and expenses incurred by the Exchange in respect of the claim by that claimant and shall pay to the Exchange on demand the amount payable pursuant to this indemnity.

46. EXCLUSION OF TABLE A

46.1 The regulations contained in Table A of the Third Schedule to the Act shall not apply to the Exchange.

SCHEDULE

CLIENT ACKNOWLEDGEMENT

FORM 1 – For use by Trading Member with Non-Clearing Member Client

TO:

(Trading Member)

I

(Client)

of

hereby acknowledge that:

1. I have given consideration to my objectives and my financial situation and needs and I have formed the opinion that it would be desirable or appropriate for me to trade in futures contracts or option contracts. I acknowledge that trading in futures and/or option contracts incurs the risk of loss as well as the prospect of profit and that I have read and understand the Statement of Risk attached hereto. I am also aware that upon entering into certain classes of futures or option contract there is created an obligation or contingent obligation upon me to give or take delivery or to comply with any cash settlement requirement pursuant thereto, as the case may be.
2. You will be trading on futures and/or option exchanges at all times as a principal, notwithstanding that in certain trading you will be implementing instructions given to you by me as your principal. I am aware that in the same trading you may either, on your own account or on behalf of other clients, be taking the opposite position to me in a futures or option contract and I acknowledge your right to do so, provided the trading occurs in accordance with the business rules of the relevant exchange.
3. I am aware that in relation to trading conducted on my behalf on any futures or option exchange, any benefit accorded to you by way of the guarantee from the clearing house appointed by the relevant exchange (hereinafter called 'the clearing house') does not pass to me and I hereby waive any claim to the benefit of that guarantee which but for this acknowledgement I may have been deemed