

to any other rights or powers it may have) in its absolute discretion, and without creating an obligation to do so, close out, without notice, all or any of the Client's Contracts.

17. The time for payment of margins is of the essence and if no other time is stipulated by the Public Broker prior to calling a margin then the Client is required to comply within twenty-four hours.
18. Liability to pay an initial margin accrues at the time the trade is executed regardless of when a call is made.
19. Liability to pay a variation margin accrues at the time the margin comes into existence, regardless of when a call is made.
20. The Client is responsible to pay in cash any deficit owing to the Public Broker after closure and if the Client defaults in payment of such deficit, the Public Broker may realise any securities held by the Public Broker and apply the proceeds against that deficiency.
21. Where the Client is a clearing member of a clearing house and Contracts entered into by the Public Broker as a result of instructions received from the Client are registered in the name of the Client at that clearing house, clauses 14–20 (inclusive) of this Client Acknowledgement do not apply in respect of those Contracts.
22. The Public Broker has the right to refuse to deal on behalf of the Client in relation to any dealings in Contracts (other than closing out existing open positions held by, or on behalf of, the Client) or limit the number of open positions held by, or on behalf of, the Client, or both. The Public Broker will inform the Client of any refusal at or before the time the Client places the order or as soon as possible thereafter.
23. Without affecting any existing obligations or liabilities:
 - 23.1 the Client may cancel this Client Acknowledgement at any time by giving notice in writing to that effect to the Public Broker; or
 - 23.2 the Public Broker may at any time decline to accept any further instructions from the Client by giving notice in writing to that effect to the Client.
24. Upon cancellation of this Client Acknowledgement, the Public Broker will unless otherwise agreed in writing, close out all the Client's futures Contracts and close out, abandon or exercise any options Contracts not yet exercised.
25. The Client has read and understands the Risk Disclosure Statement attached to this Client Acknowledgement and the futures and options trading terms used in it have been explained to the Client by the Public Broker.

Provisions Relevant to Discretionary Accounts

(NB: This section should be struck out if the Client has not authorised the Public Broker to operate a discretionary account.)

The Client acknowledges that:

1. Subject to any limitations contained in writing (whereby the Client limits the Public Broker's discretion by reference to the markets to be traded, size of open position, number of Contracts to be traded per day, the proportion of money or property lodged with the Public Broker to be used for initial margins and other limitations as agreed in writing) between the Client and the Public Broker, the Client authorises the Public Broker to trade in Contracts on the Exchange or on

any other exchange or market, at the absolute discretion of the Public Broker and without further reference to, or approval by, the Client.

2. The Client may at any time by written notice instruct the Public Broker to:
 - (a) change any of the limitations referred to in clause 1 of this section;
 - (b) transfer any open position to a non-discretionary account of the Client, provided that the Client has lodged with the Public Broker a Client Acknowledgement in which this section relating to discretionary accounts has been struck out.
3. Giving instructions pursuant to clause 1 of this section may result in losses to the Client.

Provisions Concerning Public Brokers and Clients of Introducing Brokers

(NB: This section should be struck out if the Client has not been introduced to the Public Broker by an Introducing Broker.)

The Client acknowledges that:

1. The Client has appointed _____ [Name of Introducing Broker] as the Client's agent for the purposes of dealing in Contracts and has been introduced to the Public Broker by the Introducing Broker.
2. The Introducing Broker will be responsible for the giving of instructions on behalf of the Client to the Public Broker and the Public Broker is authorised to accept and act on such instructions and the Client is responsible for those instructions.
3. The Public Broker is responsible for trading, or the giving of instructions for trading, in Contracts on behalf of the Client in accordance with the Client's instructions given by the Client or the Introducing Broker.
4. In giving instructions to the Public Broker on behalf of the Client, the Introducing Broker acts as agent for the Client and not as agent for the Public Broker.
5. The Introducing Broker has no actual, implied or ostensible authority to speak or act in any manner on behalf of, or as agent for, the Public Broker.
6. The Public Broker may pay to the Introducing Broker a proportion of the commission or other fees paid by the Client to the Public Broker in respect of Contracts traded on behalf of the Client.
7. The Public Broker may either:
 - (a) pay any moneys owing to the Client directly to the Client at the Client's address; or
 - (b) pay any such moneys into a bank account of which the Client is the sole signatory, details of which account shall be given by the Client or by the Introducing Broker to the Public Broker in writing.
8. Subject only to the exception provided in clause 9 of this section:
 - (a) the Client will not deposit any money or property with the Introducing Broker, including without limiting the generality of the foregoing, any amount due for margins or commission;
 - (b) all money or property shall be deposited with the Public Broker.