



**AGENCY AGREEMENT**

WHEREAS, \_\_\_\_\_ ("**Member**") with offices located at

\_\_\_\_\_ is a clearing member of Chicago Mercantile Exchange Inc. ("CME"), Chicago Board of Trade, Inc. ("CBOT"), New York Mercantile Exchange, Inc. ("NYMEX"), and/or Commodity Exchange, Inc. ("COMEX"), (collectively, "Exchanges"), as applicable, and such other exchange as may become a member of CME Group Inc. ("CME Group");

WHEREAS, the **Member** hereby appoints \_\_\_\_\_ ("**Agent**") as its agent for service of process and other communications in connection with the above-referenced business; and

WHEREAS, the **Agent** accepts such appointment to act as agent for service of process and other communications;

NOW THEREFORE, the parties agree as follows:

1. Services. The **Member** appoints the **Agent** as its agent for service of process and other communications in connection with its activities related to clearing membership. The **Agent** shall accept service of process and other communications on behalf of the **Member** and shall transmit such communications to the **Member**. Such communications shall be transmitted to the address set forth above or by electronic or telephonic means.
2. Termination of Agreement. This Agency Agreement ("Agreement") may be terminated by agreement of the parties provided that the **Member** first provides to the Exchanges an Agreement appointing an agent for service of process that is acceptable to the Exchange(s).
3. No Assignment. This Agreement shall not be assigned by either party without the written consent of Exchange staff.
4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ (Illinois or New York), United States of America.
5. Choice of Forum and Consent to Jurisdiction. Each party consents to the personal jurisdiction of the courts (check one):

\_\_\_\_\_ of Illinois and the United States District Court for the Northern District of Illinois over any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of the **Member** activities as a clearing member or this Agreement and agrees not to contest venue for any such proceeding in Cook County, State of Illinois. The **Member** agrees that any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of the **Member's** activities as a

clearing member or this Agreement shall be instituted by the **Member** only in the Courts of the State of Illinois or the United States District Court for the Northern District of Illinois.

\_\_\_\_\_ New York and the United States District Court for the Southern District of New York over any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of the **Member's** activities as a clearing member or this Agreement and agrees not to contest venue for any such proceeding in Kings County, State of New York. The **Member** agrees that any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of the **Member's** activities as a clearing member or this Agreement shall be instituted by the **Member** only in the Courts of the State of New York or the United States District Court for the Southern District of New York

6. Severability. If any provision of this Agreement is held by any Court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected and this Agreement shall be construed and enforced as if this Agreement did not contain the provision which is held to be invalid, illegal, or unenforceable.
7. Heirs, Successors, and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph shall be construed as a consent by either party to any assignment of this Agreement except as provided in Paragraph 3 of this Agreement.
8. Notices. Except as provided in Paragraph 1, all notices or communications required by or given under this Agreement shall be deemed given as of the date of receipt or, if earlier, as of the date five days after such notices or communications are deposited in the United States mail, airmail postage prepaid, or in the mails of any other country, airmail postage prepaid, or delivered to any generally recognized international air carrier.

All notices to the **Agent** shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices to the **Member** shall be addressed to the address set forth at the beginning of this Agreement.

Executed on \_\_\_\_\_, 20\_\_\_\_, at

\_\_\_\_\_  
(City) (State, Province, etc.) (Country)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Approved and accepted by the **Agent** on \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(City) (State, Province, etc.) (Country)

AGENT

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)