

# CTA/Hedge Fund Program Application

## CTA Applicant's Details

### About the applicant (hereafter "Applicant"):

Full Legal Name

Legal Address including country of incorporation.  
**(Please provide official Certificate of Incorporation confirming the same.)**

Phone Number

Web Address

Main Business Address (if different from above)

## Applicant Background Questions

Is Applicant subject to any restrictions which would prohibit it from becoming a program participant? If yes, please provide written explanation below.

List all commodity or security exchanges or clearing organizations at which membership or incentive program privileges are held or pending by Applicant. Please indicate the type of incentive program or membership held (e.g. clearing or non-clearing).

## Applicant Background Questions (continued)

Please respond to the below questions with respect to the following:

- Applicant itself;
- Each entity that has a direct or indirect ownership interest in Applicant;
- Each individual owner of Applicant (including individual owners of entities with a direct or indirect ownership interest in Applicant); and
- Each trader of Applicant.

Yes No

A. Have any of the above ever been denied registration, or had a registration suspended, revoked, or conditioned by a governmental or regulatory authority?

B. Have any of the above ever been denied membership or clearing privileges by any commodity or securities exchange/clearing organization?

C. Has any commodities exchange, securities exchange, clearing organization or other self-regulatory body ever fined, suspended, conditioned, or revoked privileges of any of the above?

D. Have any of the above ever been convicted, pleaded guilty, entered a plea of “no contest” or entered into a voluntary settlement as to any violation of any criminal or penal code?

E. Are any of the above subject to any current investigation or have any charges been brought by any governmental or regulatory authority or exchange/clearing organization for violation of its laws or rules?

F. Do any of the above currently have any judgments, liens, attachments, or other encumbrances filed against it?

**If Applicant response is yes to any of the above, please describe below and provide supporting documentation.**

# Attestation, Authorization and Agreement for Program Participation

(Note: "Program" means the identified program as set forth in Exhibit A.)

**By signing below, Applicant hereby submits this application for participation in the CME Group CTA/Hedge Fund Program and acknowledges and agrees to the following:**

1. If Applicant is accepted as a Program participant, it will comply with and agrees to be bound by and subject to (i) the bylaws, certificate of incorporation, and rules and regulations of the Exchange (including, but not limited to, Exchange Rule 195, the Exchange Fee Policy Bulletins and Exchange policies located on **CME Group Inc.'s website** including all amendments thereto, (ii) the Program Terms and Conditions set forth in Exhibit A to this application and (iii) all applicable laws and regulations.
2. Applicant represents that it has the authority to enter into transactions on the Exchange on behalf of all of the customer(s) listed within this application.
3. Applicant represents and warrants that the information concerning the Applicant, its principals and all other information set forth in its application to become a participant in the Program (the "Information") is true, correct and complete as of the date set forth below and further acknowledges that submitting incorrect, incomplete or false Information may subject Applicant to Exchange's disciplinary action and/or penalties. Applicant further warrants that all current and future Applicant trading activity receiving incentives as contemplated hereunder will conform to any and all requirements under the Program as established by the Exchange, including but not limited to those set forth in Exhibit A.
4. Applicant agrees to notify CME Group Inc. in writing of any material changes with respect to the Information that take place after Applicant has submitted its application for the Program, if accepted into the Program, for the duration of Applicant's participation in the Program.
5. The Program and its terms are subject to all applicable regulatory processes and certification with the CFTC, and the completion of such processes, and receipt of such approvals, are conditions precedent to the effectiveness of this Agreement. The Exchange shall have the right, in its sole discretion, but not the obligation, to monitor Applicant's trading in the Products to ensure compliance with the terms of the Program and this Agreement. The Exchange reserves the right to disqualify any trade that it deems inappropriate to include in the Program from the rights and obligations of this Agreement.
6. The Exchange shall not have any liability to Applicant or any third party with respect to its administration of the Program, and the exclusive remedy of Applicant for any claim under the Program will be termination of this application and Applicant's participation in the Program. The Exchange and its partners, directors, officers, employees, shareholders and agents shall not be liable to Applicant, or to any third party, for any damages, whether actual, direct, indirect, incidental, special or consequential, of any type whatsoever, arising out of or relating in any manner to the administration of the Program, this application, or the termination of this application. For the avoidance of doubt, the liability of the Exchange for any event not related to the administration of the Program shall be limited by Rule 578 and any related dispute shall be subject to the arbitration requirements of Rule 578.
7. All personal information provided under this Application will be used, distributed, and maintained in accordance with **CME Group's Privacy Policy**. If completing this Application on behalf of another individual, you will ensure that you have the required consent from the individual to whom the personal information relates, or you satisfy an applicable legal basis for doing so, in compliance with all applicable laws, to enable CME Group Inc. to process such personal information.

Acknowledged and agreed by a duly authorized representative of:

Applicant Name:

Signature:

Print Name:

Title:

Date:

## Designated Spokesperson and Authorized Person Form

CME Group Inc. Exchanges require firms to designate a Designated Spokesperson(s) and Authorized Person(s) who shall be authorized to deal with the Exchanges with respect to memberships owned or leased by the firm, as applicable, and who shall be authorized to represent the firm before the Exchanges. Such authorized representatives shall be responsible to the Exchanges as if such person was a member as defined by Rule 400.

CME Group may only discuss the application and information provided pursuant thereto with those individuals designated by the firm as a Designated Spokesperson and/or an Authorized Person. Please provide a complete listing of the firm's Designated Spokesperson(s) and Authorized Person(s) below. Changes to the list of Designated Spokesperson(s) or Authorized Person(s) may only be made in writing by completing and emailing an updated Designated Spokesperson and Authorized Person Form located at [www.cmegroup.com/membership](http://www.cmegroup.com/membership) to CME Group's ConciergeTeam at [conciergeteam@cmegroup.com](mailto:conciergeteam@cmegroup.com). CME Group collects and uses personal information for the purposes for which it was obtained. For further information please reference CME Group's Privacy Policy or contact the Privacy Office at [privacy@cmegroup.com](mailto:privacy@cmegroup.com).

| Name | Job Title | Phone Number | Email Address | Authorized Person <sup>1</sup> | Designated Spokesperson <sup>2</sup> |
|------|-----------|--------------|---------------|--------------------------------|--------------------------------------|
|------|-----------|--------------|---------------|--------------------------------|--------------------------------------|

<sup>1</sup> An Authorized Person shall be defined as an authorized representative who shall have the authority to make membership and/or incentive program related decisions on behalf of the firm including, but not limited to, applying, changing, or withdrawing membership and/or incentive program status, request to deposit or withdraw required seats and/or shares and the buying, selling, releasing or transferring of seats and shares. In addition, an Authorized Person shall have the same authority as the Designated Spokesperson noted below.

<sup>2</sup> A Designated Spokesperson(s) shall be defined as an authorized representative whereby CME Group, at its sole discretion, may provide or discuss any membership and/or incentive program related information specific to the firm.

I attest that the information provided above is accurate and complete. This form shall supersede any previously submitted Designated Spokesperson and Authorized Person Form.

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**Signed:** (on behalf of Applicant\*)

Name (printed)

Position

Date

\* Authorized Officer, Managing Member of an LLC or Partner. All signors within this application form should also be designated as an Authorized Person above.

## Exhibit A

### Chicago Mercantile Exchange Inc. ("CME" or "Exchange") CTA/Hedge Fund Incentive Program ("Program") Terms and Conditions

Upon acceptance into the Program, Applicant agrees to abide by the following Program Terms and Conditions:

1. Term; Suspension; Termination.

Applicant's enrollment in the Program begins only upon final approval and confirmation as provided by CME Group's Department of Financial and Regulatory Surveillance ("FRS") and will expire the earlier of the termination of the Program or the withdrawal of the Applicant from the Program. Applicant's enrollment is subject to and conditioned upon the Specified Account requirements set forth in Section 3 below. The Exchange may suspend or remove Applicant or any Specified Account from participation in the Program for non-compliance with Exchange Rules or the Terms and Conditions of the Program. Applicant may terminate its participation in the Program upon written request to the Exchange (FRS).

2. Program Subject to Modification, Change and Termination.

Applicant acknowledges and agrees that the Exchange may modify or terminate the Program, and any associated requirements and/or incentives thereunder, in the Exchange's sole discretion for any reason whatsoever and at any time upon notice to the Applicant.

3. Specified Accounts.

For audit and calculation/application of incentives, Applicant agrees that all trading activity described herein shall be conducted through a proprietary account of the Applicant or third party accounts directly managed by the Applicant ("Specified Accounts"). Specified Accounts must be disclosed to, and registered with, the Exchange. Only trades made through those Specified Accounts set forth in the Application or such other place as designated by the Exchange (and such other future accounts that Exchange agrees to include as Specified Accounts), may be included in calculations and/or receive Program incentives. Registration of the Specified Accounts in the Program is a condition precedent to Program admittance and accrual of incentives. Specified Accounts must be disclosed to the Applicant's clearing member firm(s) as well to ensure receipt of incentives passed through the clearing firm and the Exchange billing system. The Exchange is not responsible for disclosing Specified Accounts to Applicant's clearing firm(s). Any change to Participant's Specified Accounts must be disclosed in writing to FRS.

4. Confidentiality.

Due to the confidential and proprietary nature of the Program, Applicant and its affiliates or related entities will treat the Program Terms and Conditions including, but not limited to, the Program incentives, and all material correspondence or other information exchanged between the Applicant and the Exchange in connection with this application and the development of the arrangement between them ("Confidential Information") as confidential. The Applicant shall not disclose the Confidential Information other than in accordance with this application, and shall use the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Applicant may allow access to Confidential Information received hereunder to it and its affiliates and their respective directors, officers, employees, futures clearing merchants or other entities clearing Applicant's and its affiliate's trades who have a need to know, for the purpose of this program, and who are directed to protect the received confidential information from unauthorized use and disclosure. Notwithstanding the foregoing, each party may disclose confidential information received by it to the extent required by a valid subpoena or other order of court, law, or other regulation, or to the extent required or requested by any governmental or regulatory authority with jurisdiction, provided that, in any such case, the receiving party shall use reasonable efforts to secure confidential treatment of the information so disclosed.

5. Eligibility.

Applicant must meet certain eligibility requirements in accordance with the specifications set forth in the Program Question and Answer Guide ("Q&A").

6. Incentives.

If Applicant meets certain eligibility requirements set forth in the Q&A, the Exchange will provide the Applicant with the incentives set forth in the same document. All other fees associated with executing and clearing trades on the Exchange, apart from the fee incentives listed therein, if any, will continue to apply at the applicable standard (non-member) rates, including without limitation, block fees, exchange fees, position transfer fees, Globex Platform line charges or any costs that the Applicant may incur in connection with the acquisition, installation, maintenance or operation of hardware, software, connectivity or telecommunications facilities.

