

GIVE-UP PAYMENT SYSTEM™
CLEARING MEMBER AGREEMENT AND PARTICIPATION FORM

This Give-Up Payment System ("GPS") Clearing Member Agreement is between the Chicago Mercantile Exchange Inc. ("CME") and _____ ("Clearing Member"). Clearing Member means a clearing member of the CME, the Chicago Board of Trade or any other exchange receiving give-up processing through CME.

CME, via the GPS, will calculate the net amount of give-up fees owed by or due the Clearing Member based on Clearing Member's total give-up transactions as a carrying firm and/or executing firm during the calendar month. Clearing Member agrees to authorize the financial institution identified below to pay CME the amount of give-up fees owed by Clearing Member as a carrying firm to other members, less the amount of give-up fees owed by other members to Clearing Member in its capacity as an executing firm. If the amount of give-up fees owed to Clearing Member as an executing firm exceed the amount owed by Clearing Member as a carrying firm, then CME will initiate a credit entry to Clearing Member in the amount of such excess.

The account identified below is the deposit account maintained by Clearing Member for participation in the GPS:

Financial Institution _____

Branch Name _____

Specific Address of Branch _____

Bank Contact Person _____ Telephone _____

Exact Account Name _____

Check one: Savings _____ Checking _____ Money Market _____

Account Number _____ Bank Routing Number _____

Taxpayer I.D. Number _____

Name of customer or division to be billed (Clearing Member divisions to be associated with this firm for payment purposes):

Clearing Member Contact Person _____ Telephone _____

FOR CHECKING AND MONEY MARKET ACCOUNTS, ATTACH A VOIDED CHECK OR COPY THEREOF BELOW:

-VOIDED CHECK OR COPY THEREOF-

Clearing member authorizes CME to act on its behalf by instructing the Bank designated above, to accept and act upon all credit and debit entries to the Account that are indicated by CME thereunder, including, but not limited to entries made under the following circumstances: (i) in the event of a mistake, error or omission by CME relating to the above debit and/or credit entries; (ii) in order to return or deduct give-up fees as is indicated based on a recalculation of net give-up fees, pursuant to the GPS.

Clearing Member understands and agrees that **CME Rule 578— LIMITATION OF LIABILITY, NO WARRANTIES**, applies to Clearing Member's use of the GPS. IN ADDITION TO THOSE LIMITATIONS SET FORTH IN RULE 578, CME SHALL NOT BE LIABLE TO CLEARING MEMBER OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM CME'S FAILURE TO NOTIFY THE DESIGNATED BANK, OR AS A RESULT OF PROVIDING AN INCORRECT OR PARTIAL NOTIFICATION TO THE BANK, OF ANY MATTER RELATING TO OBLIGATIONS AND PAYMENTS INVOLVING THE GPS.

Clearing Member agrees to pay a monthly service fee to CME for GPS processing.

Clearing Member _____

By (please print) _____ Title _____

Signature _____ Date _____

Please complete the attached W-9 form and submit with this clearing member participation form.

GPS™ is a trademark of the Chicago Mercantile Exchange Inc.