



Application for Clearing Privileges

Enclosed are the forms necessary to apply for Clearing Privileges at the Minneapolis Grain Exchange, LLC (“MGEX”). Please contact MGEX with any questions regarding these documents.

Ethan Ongstad
Amanda Pilon

eongstad@miaxglobal.com
apilon@miaxglobal.com

(612) 321-7190
(612) 321-7159

Applicant’s Full Legal Name

Date Submitted to MGEX

This application must be accompanied by a \$2,000 non-refundable application fee.

MGEX
400 S. 4th Street
Suite 111
Minneapolis, MN 55415

www.miaxglobal.com

MGEX Use Only

Date Received:

Received By:



Thank you for your interest in Clearing Membership with MGEX and/or the designated contract markets MGEX clears contracts for. Please review and follow all directions contained in this applicant packet carefully. Please note that any incomplete or missing information will extend the review process. Prior to submitting the application, each applicant should:

1. Ensure all questions on the application have been thoroughly reviewed and completely answered.
2. Ensure all supporting documents are attached.
3. A complete application and all applicable supporting documentation should be emailed to apilon@miacglobal.com.

MGEX policies require all of its directors, officers, employees, consultants, and agents (“Representatives”) to treat as confidential and to use a reasonable degree of care to maintain the conditional nature of all information received from an applicant in conjunction with an application for Clearing Member status at MGEX. Such confidential information may only be disclosed to MGEX Representatives who have a need to know such information and who are bound by these policies and who agree to protect the confidential information from unauthorized use and disclosure. MGEX acknowledges that such confidential information may not be disclosed to any third-party person or entity (except pursuant to administrative or judicial process) without the prior written consent of the Applicant Clearing Member providing such confidential information.

Application for Clearing Privileges Checklist

Complete this section before submitting your application to ensure all necessary documents have been filed. Failure to submit a document may delay the approval of your application. However, if an updated document is currently on file, you need not resubmit. If explicitly agreed upon by the Clearing Member in any applicable Clearing Member Agreement(s), this information may also be shared by MGEX with the relevant designated contract market solely for purposes of the designated contract market's approval of the Clearing Member.

Application for Clearing Privileges Checklist

Application for Clearing Privileges

Guarantee Agreement from Parent (Rule 2100.02.D.)

MGEX Clearing Member Agreement (required by ALL Clearing Member Applicants)

DCM-Specific Clearing Member Agreement(s) (Bitnomial and IMX Applicants only)

Segregation of Funds Agreement (FCMs only)

Clearing Member Contact Information Form

Authorized Person(s) Form

Supporting Documents

List of officers or partners, including titles, addresses, direct phone numbers, fax numbers and email addresses

Articles of Incorporation or Articles of Organization

Bylaws, Operating Agreement, or Partnership Agreement

Supporting Documents for inquiries 11-18

Ownership chart (detailing percentages of ownership and business form) of all entities, including affiliates, in the corporate structure

Organization Chart showing list of Risk Management employees and reporting lines

List of branch offices

List of Guaranteed Introducing Brokers

Letter granting authorization to MGEX to provide the DSRO with end-of-day account balance information (FCMs only)

Risk Management policies and procedures

Completed Comprehensive Risk Questionnaire (will be sent separately by MGEX)

Financial

Audited financial statements for last 2 years

Most recent quarterly financial statement

\$2,000 Clearing Application Fee

Wire Instruction Change Form (will be sent separately by MGEX)

Deposit

Security Deposit(s)

Testing

Complete mock trading session for each contract class to be cleared by the applicant Clearing Member

Clearing Privileges Application

1. Applicant's Full Legal Name

2. Type of Organization (please check one):

Corporation organized under the laws of the State of:

(Please check one)

C Corporation

Subchapter S Corporation

Limited Liability Company organized under the laws of the State of:

Limited Liability Partnership organized under the laws of the State of:

Limited Partnership organized under the laws of the State of:

General Partnership organized under the laws of the State of:

Other (specify)

Attach any current organizational documents for the entity, including but not limited to the Articles of Incorporation, Certificate of Incorporation, Bylaws, Articles of Association, Articles of Organization, Limited Liability Company Operating Agreement, Partnership Agreement, and/or Articles of Amendment as applicable, (including all sub-agreements).

3. Date Established:

4. Federal Tax Identification Number:

5. LEI Number:

6. Main Address:

Phone Number:

Fax Number:

Email Address:

Website:

Clearing Privileges Application

7. Local Address, if applicable:

Phone Number:

Fax Number:

Email Address:

8. Fiscal Year End:

9. Public Accountant Information:

Company Name:

Address:

Phone Number:

Fax Number:

Email Address:

Contact Name:

10. Indicate which designated contract market(s) your organization would like to clear. Select all that apply.

MGEX

Bitnomial Exchange, LLC

Intelligent Medicine Exchange, LLC

If the answer is "Yes" to any of the following Questions 11-18, supporting documentation is required.

11. Has your organization or any of its principals ever been denied registration, or had a registration suspended, revoked, or conditioned by a government or regulatory authority? If yes, describe and provide supporting documentation.

Yes

No

12. Has your organization or any of its principals ever been denied membership or clearing privileges by any exchange or clearing organization? If yes, describe and provide supporting documentation.

Yes No

13. Have any such membership or clearing privileges ever been suspended, revoked, or conditioned? If yes, describe and provide supporting documentation.

Yes No

14. Has your organization or any of its principals ever been: (a) convicted of any felony, pled guilty, entered a plea of “no contest” or entered into a voluntary settlement as to any violation of any criminal or penal code; or (b) convicted of any misdemeanor or found guilty of violating a rule or regulation that involved embezzlement, theft, fraud, extortion, misappropriation of funds, forgery, or bribery, by any U.S. or foreign court, government or regulatory authority, or exchange/clearing organization? If yes, describe and provide supporting documentation.

Yes No

15. To the best of your knowledge, is your organization or any present officer or partner currently subject to an investigation by any government or regulatory authority, or exchange/clearing organization? If yes, describe and provide supporting documentation.

Yes No

16. Has your organization or any affiliated organization ever failed in business, made a compromise with or assignment of assets for the benefit of creditors, or been a party to any voluntary or involuntary proceeding under any relevant Bankruptcy Law, taken advantage of any Exemption Law or pleaded the Statute of Limitations to any claim of creditors? If yes, describe and provide supporting documentation.

Yes No

17. Has your organization ever used, been known by, or conducted business under, any other name? If yes, describe and provide supporting documentation which may include the Articles of Incorporation, Articles of Organization, Articles of Amendment, or similar documents to the extent such documents are available. If unavailable for any reason, please explain.

Yes No

18. Does your organization or its principals currently have any judgments, liens, attachments, or other encumbrances filed against it? If yes, describe and provide supporting documentation.

Yes No

19. Indicate present, and pending, membership status at all other U.S. and foreign commodity and security exchanges. (Please note if both member and clearing member.) **Attach continuation sheet if necessary.**

Status - Check all that are applicable

Member of the following: Member Clearing Firm Actively Clearing

20. Is your organization registered as a Futures Commission Merchant with the CFTC and National Futures Association (NFA)? If yes, provide the NFA identification number:

Yes No

21. State your Designated Self Regulatory Organization (DSRO), if applicable:

22. Is your organization registered as a broker/dealer? If yes, state your Designated Examining Authority (DEA):

Yes No

23. Is your organization registered in any other regulatory capacity? If so, indicated the nature and country of registration(s).

Yes No

24. What bookkeeping system is utilized by your organization?

25. Does your organization intend to clear its customer trades? If no, which entity will clear these trades?

Yes No

26. Does your organization intend to clear its non-customer/proprietary trades? If no, which entity will clear these trades?

Yes No

27. Is your organization, a subsidiary of your organization, or parent company/owner of your organization regulated by the U.S. Federal Deposit Insurance Corporation (FDIC) and/or U.S. Office of the Comptroller of the Currency (OCC)? If so, please identify the entity and its regulator(s).

Yes No

28. If the applicant is an FCM, attach a list of all branch offices transacting futures related business.

29. If the applicant is an FCM, attach a list of all guaranteed introducing brokers.

30. Please provide a copy of your organization's risk management policies.

31. Please attach an organization chart indicating all employees involved with risk management with reporting lines.
32. List all officers involved in the risk management process. **Attach a continuation sheet if necessary.**

33. Describe the nature of your organization's anticipated business and complete the table below.

Anticipated Type of Business (Include all futures related trading activity)

	Number of Accounts	Percent of Trading Volume
Commercial Accounts		
Retail Accounts		
Institutional Accounts		
Floor Trader/Local Accounts		
Foreign Futures/Options Accounts		
Discretionary/Managed Accounts		
Omnibus Accounts		
Affiliate Accounts		
Other Non-Customer Accounts		
Proprietary Accounts		
Other:		
Total:		

34. Please provide a copy of the most recent monthly financial statement and the last two years of audited financial statements with footnotes.
35. List all organizations/persons who own 20% or more of your organization, including the percentage of ownership.

Organization

Percent

36. Describe the nature of involvement in the commodities or securities industry of any organization/person who owns 20% or more of your organization.

37. Indicate the individual (including title) to contact for questions concerning this application:

Name:

Title:

Address:

Phone Number:

Fax Number:

Email Address:

***Signature page follows.

By signing this form, I attest to the truthfulness and accuracy of this Application for Clearing Privileges at the Minneapolis Grain Exchange, LLC ("MGEX") and agree to bind the organization and its owners, officers and employees to the Articles, Rules, Regulations, Resolutions, customs, policies, and usages of MGEX, now existing or thereafter adopted.

Also, I authorize MGEX to obtain information from sources that MGEX deems appropriate in order to adequately evaluate and process this application. In addition, I authorize MGEX to disclose or release any information regarding the organization to U.S. or foreign securities and futures regulators or markets. Such disclosure or release may only be made based on a regulatory need.

I represent that I have obtained any required consent, authorization, and approval of, have filed with, and have taken all other actions required by any governmental authority or regulatory body, or under any law, rule, or regulation applicable to the firm in connection with the application for clearing privileges, and I am authorized on behalf of the organization to sign and authorize the release of the information so specified.

Officer or Partner authorized to act on behalf of the organization:

Signature:

Print Name:

Title:

Date:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS DAY OF 20

NOTARY STAMP

Notary Public,

County

State of

My commission Expires:

MGEX CLEARING MEMBER AGREEMENT

(MUST BE COMPLETED BY ALL CLEARING MEMBERS)

The undersigned, _____, a Clearing Member of the Minneapolis Grain

Exchange, LLC (“MGEX”), hereby agrees as follows:

1. The undersigned agrees that it will observe and be bound by the Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX and all amendments and modifications thereto which may be adopted from time to time. All Rules and all amendments thereto are hereby incorporated fully as if set out fully herein. MGEX shall have all the liens, rights, and remedies contemplated by the Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX. If the undersigned ceases to be a Clearing Member, the undersigned shall nonetheless continue to be bound by the Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX as to all matters and transactions occurring while the undersigned was a Clearing Member.
2. The Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX shall be part of the terms and conditions of every contract or transaction which the undersigned makes with MGEX.
3. The undersigned will pay to MGEX the fees provided for in the Rules, Regulations, Resolutions, and fee schedules of MGEX for all services rendered to the undersigned, or for any services rendered on behalf of the undersigned; and any fines imposed for the failure of the undersigned to comply with the Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX, or any other requirement, while a Clearing Member.
4. The undersigned will promptly pay to MGEX such other amounts including, but not limited to, initial and variation margins and premium payments as may become payable to MGEX by the undersigned under the Articles, Bylaws, Rules, Regulations, Resolutions, procedures, and policies of MGEX.
5. Except as otherwise permitted by MGEX, the undersigned will give all instructions concerning securities held by or subject to the instructions of MGEX through MGEX and not otherwise; and depositories shall, in all respects, be entitled to rely upon the instructions of MGEX with respect to such securities.
6. The undersigned authorizes MGEX to provide to any governmental agency, upon request, information that the governmental agency is legally authorized to receive.
7. The undersigned will maintain its accounts with MGEX in compliance with all applicable laws, Rules, and Regulations; and the existence of any account with MGEX shall constitute the representation by the undersigned to MGEX that such account has been maintained in compliance with all applicable laws, Rules, and Regulations at all times during existence.
8. The undersigned hereby grants MGEX a first priority and unencumbered security interest and lien in all property, cash, securities, or collateral deposited with MGEX by the undersigned to secure obligations of the undersigned. MGEX shall have control over all securities deposited with MGEX pursuant to Section 9-106(a) and 8-106(e) of the UCC and a perfected security interest pursuant to Section 9-314(a) of the UCC. The undersigned shall take any action that may be required by MGEX to create, preserve, perfect, validate, or enforce any such security interest.
9. The undersigned agrees to notify MGEX in the event it has a significant negative change to its authority to perform its obligations as a clearing member or becomes unqualified to do business in a jurisdiction where such qualification is required.

10. The undersigned acknowledges and agrees that MGEX is not liable to it or to any third party for any direct damages which may arise from any claim relating to services provided by MGEX; nor is MGEX liable for any special, consequential, exemplary, or incidental damages (including lost profits) arising from any claim relating to services provided by MGEX, regardless if the claim for such damages is based on warranty, contract, tort (including negligence or strict liability), or otherwise, even if an authorized representative of MGEX is advised or has knowledge of the possibility or likelihood of claims or damages.
11. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Minnesota. An award of arbitration may be confirmed in a court of competent jurisdiction.
12. The undersigned represents and warrants to MGEX that:
 - (a) neither the execution and delivery of this Agreement, nor any act to be performed pursuant to this Agreement by MGEX, or by or on behalf of the undersigned, will violate any: partnership agreement, Articles of Incorporation, Charter, Bylaws, entity agreements to which the undersigned may be bound, or any law or Regulation of any governmental authority;
 - (b) it meets all the requirements for clearing membership;
 - (c) all current and future trading activity of the undersigned will conform to the requirements for such trading activity as established by MGEX; and
 - (d) all information provided herein is true, accurate, and complete.

CLEARING MEMBER:

Signature:

Print Name:

Title:

Date:

MINNEAPOLIS GRAIN EXCHANGE, LLC:

Signature:

Print Name:

Title:

Date:

MGEX CLEARING MEMBER AGREEMENT

For Clearing Intelligent Medicine Exchange, LLC Contracts

A Clearing Member who intends to clear IMX products must also complete all forms and agreements required to become an MGEX Clearing Member, including the MGEX Clearing Member Agreement, as well as meet all IMX requirements. This Agreement must be executed before a Clearing Member may begin clearing IMX Contracts.

Clearing Member Name:

Name, title, and contact information of the individual(s) who are duly authorized to represent the organization and to contact for questions relating to this agreement:

Name	Title	Phone	Email

Does your organization intend to clear IMX products?

If so, please indicate whether you intend to clear customer and/or house accounts.

By execution of this agreement, _____, a Clearing Member of MGEX hereby agrees as follows:

1. The Clearing Member certifies that it is duly registered and meets all necessary requirements imposed by IMX.
2. The Clearing Member grants MGEX permission to share the documents submitted in conjunction with its Clearing Member Application or its Request for Additional Clearing Privileges with IMX solely for the purpose of IMX's review and approval of the Clearing Member to clear IMX products.
3. The Clearing Member will abide by all MGEX Rules, policies, and procedures, including but not limited to, those relating to IMX products and any amendments that may be made to such Rules, policies, and procedures.
4. The Clearing Member certifies that it has completed or will complete prior to clearing IMX contracts all required testing and/or training that may be provided by MGEX and/or IMX and understands its obligations to MGEX and IMX.
5. The Clearing Member guarantees and assumes responsibility for all trading activity routed through IMX's electronic trading system to MGEX for clearing and all contracts it clears.

6. The Clearing Member acknowledges market participants authorized by the Clearing Member have the ability to designate their own Authorized Users and market participants directly with IMX and the Clearing Member will guarantee and assume financial responsibility for the transactions of all such representatives or market participants, whether known or unknown.
7. The Clearing Member agrees to provide any additional documents or information requested by MGEX for risk management or clearing purposes.
8. The undersigned signatory of the Clearing Member is authorized to act on behalf of the organization.

Officer or Partner authorized to act on behalf of the organization:

CLEARING MEMBER:

Signature:

Print Name:

Title:

Date:

MINNEAPOLIS GRAIN EXCHANGE, LLC:

Signature:

Print Name:

Title:

Date:

MGEX CLEARING MEMBER AGREEMENT

For Clearing Bitnomial Exchange, LLC Contracts

A Clearing Member who intends to clear Bitnomial products must also complete all forms and agreements required to become an MGEX Clearing Member, including the MGEX Clearing Member Agreement, as well as all Bitnomial requirements. This Agreement must be executed before a Clearing Member may begin clearing Bitnomial products.

Clearing Member Name:

Name, title, and contact information of the individual(s) who are duly authorized to represent the organization and to contact for questions relating to this agreement:

Name	Title	Phone	Email

Does your organization intend to clear Bitnomial products?

If so, please indicate whether you intend to clear customer and/or house accounts.

By execution of this agreement, _____, a Clearing Member of MGEX hereby agrees as follows:

1. The Clearing Member certifies that it is duly registered and meets all necessary requirements imposed by Bitnomial, including those related to delivery and maintaining all necessary accounts, and any regulatory bodies to clear Bitnomial products.
2. The Clearing Member will abide by all MGEX Rules, policies, and procedures, including but not limited to, those relating to Bitnomial products and any amendments that may be made to such Rules, policies, and procedures.
3. The Clearing Member certifies that it has completed all required trainings that may be provided by MGEX and/or Bitnomial and understands its obligations to MGEX and Bitnomial.
4. The Clearing Member guarantees and assumes responsibility for all trading activity routed through Bitnomial's electronic trading system to MGEX for clearing and all contracts it clears and delivers. The organization guarantees such activity via any connection, terminal, link, or other means provided by the Clearing Member to any party.
5. The Clearing Member acknowledges market participants authorized by the Clearing Member have the ability to designate their own representatives and market participants directly with Bitnomial and the Clearing Member will guarantee and assume financial responsibility for the transactions of all such representatives or market participants, whether known or unknown.

6. The Clearing Member agrees to provide any additional documents or information requested by MGEX for risk management or clearing purposes.
7. The undersigned signatory of the Clearing Member is authorized to act on behalf of the organization.

Officer or Partner authorized to act on behalf of the organization:

CLEARING MEMBER:

Signature:

Print Name:

Title:

Date:

MINNEAPOLIS GRAIN EXCHANGE, LLC:

Signature:

Print Name:

Title:

Date:

CLEARING MEMBER CONTACT INFORMATION

Clearing Member Name:

Please provide the primary contact and, where requested, an alternate contact for each topic and/or position provided below. Should any of the provided contacts change updates must be provided to the Clearing House via email to apilon@miaxglobal.com.

Position Reporting for Open Interest Contract	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone Number:	Phone Number:
Email Address:	Email Address:
GAP and General Trade Inquiries	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone Number:	Phone Number:
Email Address:	Email Address:
Delivery Issues	
Primary Contact	Alternate Contact
Name:	Name:
Title:	Title:
Phone Number:	Phone Number:
Email Address:	Email Address:

Option Exercises	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Main Back-Office	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
CGM File Creation	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
CGM File Errors	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:

Daily Pay/Collects	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Collateral Management	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Risk Management	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Account Ownership and Control / Large Trader Reporting	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:

Disciplinary Action Notices

Primary Contact

Name:

Title:

Phone Number:

Email Address:

Alternate Contact

Name:

Title:

Phone Number:

Email Address:

Financial Statements

Primary Contact

Name:

Title:

Phone Number:

Email Address:

Alternate Contact

Name:

Title:

Phone Number:

Email Address:

Trade Documentation

Primary Contact

Name:

Title:

Phone Number:

Email Address:

Alternate Contact

Name:

Title:

Phone Number:

Email Address:

Electronic Order Information

Primary Contact

Name:

Title:

Phone Number:

Email Address:

Alternate Contact

Name:

Title:

Phone Number:

Email Address:

Business Development	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Business Continuity and Disaster Recovery	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:
Technology	
Primary Contact Name: Title: Phone Number: Email Address:	Alternate Contact Name: Title: Phone Number: Email Address:

Officer Contacts

Chief Executive Officer

Name:

Phone Number:

Email Address:

Chief Financial Officer

Name:

Phone Number:

Email Address:

Chief Compliance Officer

Name:

Phone Number:

Email Address:

Clearing Member:

Signature:

Print Name:

Title:

Date:

GUARANTEE AGREEMENT

In consideration of the Minneapolis Grain Exchange, LLC (“MGEX”)

accepting/retaining

as a Clearing Member,

Clearing Member

Guarantor

which owns or controls, directly or indirectly, twenty percent (20%) or more of Clearing Member, hereby guarantees to MGEX the due and punctual performance of all obligations to MGEX arising out of accounts cleared by Clearing Member that are:

1. non-customer accounts, including proprietary accounts as defined by Commodity Futures Trading Commission (“CFTC”) Regulation 1.3(y); and
2. accounts carried by another futures commission merchant if such account would be considered non-customer accounts, including proprietary accounts as defined by CFTC Regulation 1.3(y), of Clearing Member, if carried directly by Clearing Member.

Notwithstanding anything herein to the contrary, this guarantee shall not apply to obligations arising out of customer accounts (which term shall include, without limitation, omnibus accounts established with the Clearing Member by an affiliate of the Clearing Member solely for transactions of customers of such affiliate) cleared by Clearing Member, nor to obligations arising out of any customer or non-customer accounts carried by any other Clearing Member at MGEX. This guarantee shall not apply to any obligations arising out of non-customer accounts if such obligations arose solely because MGEX took margin from such non-customer accounts and applied it to a default of a customer account. This guarantee shall not subject Guarantor to the jurisdiction of MGEX or to any rules or orders of MGEX other than as such jurisdiction, rules or orders may apply to Guarantor apart from this guarantee. Further, this guarantee shall not apply to any obligations of Clearing Member to pay an assessment to MGEX.

Guarantor unconditionally guarantees and promises payment of all indebtedness which Clearing Member may now or in the future owe with respect to obligations covered by this guarantee including, but not limited to, the posting and payment of margins and premiums pursuant to MGEX rules. MGEX will attempt to notify Guarantor by telephone of any default by Clearing Member in the performance of an obligation covered by this guarantee, and will thereafter confirm such notice in writing, but the liability of Guarantor to MGEX pursuant to this agreement shall become due and payable immediately upon any such default by Clearing Member.

Guarantor’s liability may be enforced without notice to Guarantor and without first proceeding against Clearing Member or resorting to any collateral, security or other guarantor or obligors, if any, or pursuing any other remedy. Any collateral, security or obligations of any other guarantors or obligors, if any, may be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, in each case without consideration and on any terms or conditions, without notice to or further assent from Guarantor. Guarantor’s liability is several and independent of any other guarantees in effect with respect to any part of the above obligations and may be enforced regardless of the existence of any other guarantees.

Notwithstanding any other provision in this agreement, this guarantee shall continue in effect or shall be reinstated if at any time payment or other performance, or any part thereof, by Clearing Member to MGEX with respect to any of the above obligations is rescinded, or must otherwise be repaid by MGEX as a result of bankruptcy or reorganization of Clearing Member.

No payment or other performance by Guarantor shall entitle Guarantor, by subrogation or otherwise, to any right against Clearing Member, including any payment by Clearing Member or out of property of Clearing Member, except after the full performance, payment and discharge of all of the above obligations. All remedies, rights, powers and privileges granted to MGEX pursuant to this agreement are cumulative and not alternative. The exercise of any or all such rights by MGEX shall not reduce, limit, impair, discharge, terminate or otherwise affect the liability of Guarantor. No failure or delay by MGEX in exercising any remedy, right, power or privilege pursuant to this agreement shall operate as a waiver, and any such remedy, right, power or privilege may be exercised by MGEX at any time. No partial exercise of any such rights shall preclude further exercise or the exercise of any other remedy, right, power or privilege.

This guarantee shall remain in full force, commencing on the date set forth below. Notwithstanding the foregoing, this agreement may be terminated by Guarantor by notification of termination given by Guarantor to MGEX at least 30 days prior to termination, and the receipt and acceptance by MGEX of such notification of termination. Such acceptance of termination shall not be unreasonably withheld. Guarantor acknowledges that this guarantee applies to all obligations covered by this guarantee arising prior to MGEX's acceptance of termination of the guarantee.

This guarantee shall bind the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of MGEX, its successors and assigns. MGEX hereby agrees to give Guarantor notice of any such assignment by MGEX.

This guarantee shall be governed by, and construed in accordance with, the laws of the State of Minnesota. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Minnesota. An award of arbitration may be confirmed in a court of competent jurisdiction.

Name:

Signature:

Title:

Date:

Phone Number:

SEGREGATION OF FUNDS AGREEMENT

ATTN: Minneapolis Grain Exchange, LLC
400 South 4th Street
Suite 111
Minneapolis, MN 55415-1413

We have on deposit, or may at some future date have on deposit, with the Minneapolis Grain Exchange, LLC (“MGEX”) Clearing House, certain sums of money identified on our Recap Ledger as Customer Segregated, which may from time to time be invested in obligations of the U.S. Government or other securities permitted by law. These funds and securities have been received from customers to margin trades executed on MGEX, or represent money accrued to our customers as a result of such trades.

The foregoing described funds and securities, if any, and any subsequent additions thereto represent and include funds belonging to our customers trading in commodity futures and options contracts which are regulated by the Commodity Exchange Act (“CEA”), as amended, and are held and are to be held, in accordance with the provisions of the OEA. These funds are segregated and treated as belonging to our commodity customers rather than as belonging to ourselves.

Clearing Member:

General Partner or Principal Officer:

Name:

Signature:

Title:

Date:

Receipt is hereby acknowledged and we agree to the terms set forth therein.

MGEX:

Print or Type Name:

Officer:

Signature:

Title:

Date:

AUTHORIZED PERSON FORM

MGEX requires firms to designate an Authorized Person(s) who shall be authorized to deal with MGEX with respect to their Clearing Membership, and who shall be authorized to represent the firm before MGEX. By indicating an Authorized Person(s) below, the firm is guaranteeing that person(s) has apparent signing authority and is authorized to act on behalf of the firm. The Authorized Person shall have the authority to make membership decisions on behalf of the firm including, but not limited to, applying, changing, or withdrawing membership.

MGEX 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. Changes to the list of Authorized Person(s) may only be made in writing by completing and emailing an updated Authorized Person Form.

Authorized Persons		
Name	Job Title	Email

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

Signed:

Date:

Name:

Title:

*Must be an Authorized Officer, Managing Member of an LLC or Partner. The signor should also be designated as an Authorized Person above. In addition, any individual who has signed an attestation or any form within this application must also be listed and qualify as an Authorized Person in this section.

SECURITY DEPOSIT INFORMATION

MGEX Rule 2105.00 provides that each Clearing Member shall make a deposit with the Clearing House as security for its obligations to the Clearing House in a form designated by the Exchange.

Please note that this page contains information regarding the minimum amounts a Clearing Member may be required to post for its security deposit. The final amount shall be determined by the MGEX Clearing House during the application review process.

Minimum Deposit

Each designated contract market that MGEX clears for has an associated minimum security deposit determined by MGEX. Each Clearing Member's total minimum required security deposit shall be determined by the Clearing House and shall be based on which designated contract market(s) the Clearing Member is ultimately approved to clear. Minimum security deposits shall be the following:

Security Deposit Minimums	
MGEX	\$500,000
Bitnomial Exchange (new Clearing Member)	\$500,000
Bitnomial Exchange (existing MGEX Clearing Member)	\$100,000
Intelligent Medicine Exchange	\$250,000

Format

MGEX accepts Cash (U.S. Dollars) and United States Treasury Bills as collateral. Clearing Members may submit up to 40% of their initial security deposit in U.S. Treasury Bills; the remaining 60% must be submitted in cash.

Notification

Clearing Member applicants will be notified via email of their required security deposit during the onboarding process. Wire instructions will be sent to the applicant via email once the final amount is determined by the Clearing House Risk team. The security deposit may be sent at any time following receipt of the amount and wire instructions but must be received prior to the go-live date agreed upon by MGEX and the applicant.