InteractiveBrokers

Interactive Brokers Futures Arbitration Agreement

Any controversy or claim between Interactive Brokers LLC ("IB") and the undersigned ("Customer") arising out of or relating to Customer's Account with IB, to transactions between IB and Customer, to the Customer Agreement with IB or any other agreement between IB and Customer, or to the breach of any such transaction or agreement shall, except as provided below, be resolved by arbitration before a forum chosen in accordance with the procedure set out below. If, by reason of any applicable statute, regulation, exchange rule or otherwise, Customer's advance agreement to submit a controversy to arbitration would not be enforceable by IB, this provision shall not permit Customer to enforce IB's advance agreement to submit to arbitration. Any award rendered in any arbitration conducted pursuant to this agreement shall be final, binding and enforceable in accordance with the laws of the State of Connecticut and judgment may be entered on any such award by any court having jurisdiction thereof.

At such time as Customer notifies IB that Customer intends to submit a controversy to arbitration, or at such time as IB notifies Customer that IB intends to submit a controversy to arbitration, Customer will have the opportunity to choose a forum from a list of qualified forums provided by IB. A "qualified forum" is an organization whose procedures for conducting arbitrations meet Acceptable Practices established by the Commodity Futures Trading Commission ("CFTC").

As required by CFTC Rule 166.5, IB will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed arbitration panel, unless the arbitrators hearing the controversy determine that Customer has acted in bad faith in initiating or conducting the arbitration. A "mixed arbitration panel" is an arbitration panel composed of one or more persons, a majority of whom are not members or associated with a member, or an employee of the designated contract market (upon which the transaction giving rise to the dispute was executed or could have been executed) and who are not otherwise associated with the designated contract market.

In connection with this Arbitration Agreement, IB is required to furnish to Customer the following statement, pursuant to Rule 166.5 of the CFTC (for the purposes of the following, "you" or "your" means IB's Customer):

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION ("CFTC"), AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR IB MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE WHICH MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF IB INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED

AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

You need not sign this agreement to open or maintain an account with IB. See 17 CFR 166.5.

BY SIGNING THIS FORM YOU ARE AGREEING TO THE TERMS AND CONDITIONS LAID OUT IN THIS DOCUMENT.

Account Number:_____
Print Name: _____
Signature: _____
Date: _____