



FUTURES  
AND FOREX

Charles Schwab Futures and Forex LLC  
600 W. Chicago Ave. Suite 800 • Chicago, IL 60654-2597  
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# Futures and Forex Trading Authorization

The undersigned Account Holder ("Account Holder" or "you") hereby authorizes \_\_\_\_\_ as the Account Holder's third-party agent (the "Agent") to buy, sell (including short sales and liquidation) and trade in futures contracts, commodities, options on commodity futures contracts, spot foreign exchange and/or contracts relating to the same on margin or otherwise (collectively, "Commodities") in accordance with the terms and conditions applicable to the Account Holder's account(s) held at Schwab Futures and Forex LLC ("Schwab Futures and Forex," or "Company") and for the Account Holder's risk.

Schwab Futures and Forex is authorized to follow and act upon all the trading instructions of the Agent, who is authorized to act on the Account Holder's behalf, in every respect to the Account Holder's account(s) with the same force or effect as the Account Holder could act with respect to the account(s) and transactions therein.

Account Holder will indemnify Schwab Futures and Forex and its members, officers, employees, and agents and hold each of them harmless from any and all losses, costs, damages, liabilities, and expenses of any kind or nature relating to any act or omission to act by the Agent for the Account Holder's account(s) or arising from this authorization, including but not limited to any debit balances in the Account Holder's account(s). Account Holder understands and agrees that Schwab Futures and Forex does not, by implication or otherwise, endorse the Agent or its trading style or system in any way, has no obligation to investigate any trade made by the Agent, and shall not be liable for any action or inaction by the Agent.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the Account Holder by written notice transmitted to futures@schwab.com. Such revocation shall become effective only upon the actual receipt and acknowledgment of receipt by the Company. This authorization and indemnity shall inure to the benefit of Schwab Futures and Forex, its members, officers, employees, and agents, and any successors and assigns thereto. The provisions herein shall be in addition to and in no way shall limit or restrict any right that Schwab Futures and Forex may have under any agreement with Account Holder. In the event Account Holder's account(s) with Schwab Futures and Forex are closed, for any reason, the Company is authorized to terminate this Futures and Forex Trading Authorization.

Account Holder understands that Commodities trading involves risk of loss and is not suitable for all investors. Account Holder acknowledges that Account Holder has independently made the decision to grant this Futures and Forex Trading Authorization and to grant Agent authorization to place Commodities trades into the undersigned's account(s).

## 1. ACCOUNT HOLDER INFORMATION

Account Holder Printed Name:

\_\_\_\_\_

Joint Holder Printed Name:

\_\_\_\_\_

Account Number:

\_\_\_\_\_



Account Holder Signature:

Date:



Join Holder Signature:

Date:



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## 2. THIRD PARTY INFORMATION

Name Prefix (optional):    Mr.    Mrs.    Ms.    Dr.    Rev.

First Name:

Middle Name:

Last Name:

Relationship to Account Owner:

Date of Birth:

U.S. Social Security Number:

-    -    -    -

Home Address: (no PO box or mail drop)

Primary Phone number:

City:

State:

Zip Code:

-

Email Address: \_\_\_\_\_ NFA ID    No    Yes (if any) \_\_\_\_\_

Please specify if you are:

Employed

Unemployed

Retired

Homemaker

Student

Self-Employed

Employer Name (if Self-Employed, provide the name of your business):

Occupation/Type of Business

Employer Address:

City

State

Zip Code

-

Employer NFA ID

No    Yes    If yes, NFA ID \_\_\_\_\_

Are you receiving compensation for providing trading advice on this account?

No    Yes

**Exemption from Registration as a CTA:** Agent hereby represents and warrants to Schwab Futures and Forex that Agent has reviewed the registration requirements, as amended from time to time, of the Commodity Exchange Act ("CEA"), the Commodity Futures Trading Commission ("CFTC"), and the National Futures Association ("NFA") relating to commodity trading advisors and is either appropriately registered with the CFTC and a member of the NFA, or is excluded or exempt from CFTC registration requirements for the reason indicated below.

Agent has provided advice to 15 or fewer persons during the past 12 months and does not hold itself out to the public as a CTA.

Agent is a relative of Account Holder.

Agent's relationship to Account Holder is \_\_\_\_\_

Agent is not a citizen of the United States, is located outside of the United States, and only solicits or exercises discretionary trading authority over the accounts of non-United States persons.

Agent otherwise meets one of the exemptions outlined under CFTC Regulation 4.14.

Other. Please describe: \_\_\_\_\_



#### AGENT'S ACKNOWLEDGEMENT

Agent acknowledges and understands trading in Account Holder's account is subject to the terms and conditions set forth in the Client Agreement (and related disclosures and terms and conditions) between Account Holder and Schwab Futures and Forex (collectively, "Account Documentation"), and that such documentation is located here: [https://www.client.schwab.com/secure/cc/nn/legal\\_compliance/agreements](https://www.client.schwab.com/secure/cc/nn/legal_compliance/agreements). Agent agrees to abide by all the applicable terms and conditions set forth in the Account Documentation and further agrees to comply with all applicable laws, rules, and regulations.

Agent acknowledges that it has been designated as Account Holder's third-party agent. Agent agrees to promptly notify Schwab Futures and Forex if the above representations change or become inaccurate in any way. Agent agrees to indemnify Schwab Futures and Forex and hold Schwab Futures and Forex harmless from any and all losses, costs, damages, liabilities and expenses, of any kind or nature relating to any act or omission of the Agent under this authorization. The Agent acknowledges and agrees that Schwab Futures and Forex shall not be liable for any action or inaction by the Agent.

Signature: Agent

Print Name

Today's Date (mm/dd/yyyy)

### 3. ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to the Account Holder's account, transactions with Charles Schwab Futures and Forex LLC ("Schwab Futures and Forex") pursuant to the Futures Client Agreement between us or the breach thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the National Futures Association, or the contract market upon which the transaction giving rise to the claim was executed. After receipt of notice from Client that Client intends to submit a controversy to arbitration, or at the time Schwab Futures and Forex notifies Client that it intends to submit a controversy to arbitration, Schwab Futures and Forex will provide Client with a list of qualified forums. A "qualified forum" is an organization whose procedures for conducting arbitrations meet Acceptable Practices established by the Commodity Futures Trading Commission ("CFTC"). Client must provide notice of Client's intention to submit a claim to arbitration in writing.

As required by CFTC Rule 166.5, Schwab Futures and Forex will pay any incremental fees which may be assessed by the arbitration forum for provision of a mixed panel, unless the arbitrators determine that the undersigned has acted in bad faith in initiating or conducting the arbitration proceeding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

CFTC rules require the inclusion of the following notice in this agreement:

**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 SCHWAB FUTURES AND FOREX 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 THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF SCHWAB FUTURES AND FOREX INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND 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 SCHWAB FUTURES AND FOREX. SEE 17 CFR 166.5.**

Signature: Agent

Print Name

Today's Date (mm/dd/yyyy)

Investment Products: Not FDIC Insured • No Bank Guarantee • May Lose Value

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