



**AUTHORIZATION AGREEMENT FOR ACH DEBITS AND CREDITS**

RJO Account Title \_\_\_\_\_

RJO Account Number, if assigned \_\_\_\_\_

By signing this Authorization Agreement for ACH Debits and Credits (the "Agreement"), the undersigned client ("Client") hereby establishes a standing authorization that will allow R.J. O'Brien & Associates, LLC ("RJO") to request electronic funds transfers between the bank account indicated below (the "Bank Account") and the applicable RJO Account. Client hereby authorizes RJO to initiate debit or credit entries upon request or as otherwise provided herein via Automated Clearing House ("ACH") to or from the Bank Account held at the depository financial institution named below (the "Depository"). In addition, Client hereby authorizes RJO to debit the Bank Account from time to time to satisfy any margin call or other deficit in the RJO Account referenced above in accordance with the RJO Account Agreement. Client acknowledges that the origination of ACH transactions hereunder must comply with the provisions of U.S. law. Client further acknowledges that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of the then due margin call or other deficit (as determined under the RJO Account Agreement) plus any applicable fees. Client hereby agrees and acknowledges that ACH transactions under this Agreement may be used only for amounts less than or equal to \$100,000 provided; however, that if market conditions dictate, RJO reserves the right to (i) allow for ACH's greater than \$100,000 or (ii) request that margin calls be made by means other than ACH, such as Federal Wire.

**ACH Instructions:**

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Bank Account Title \_\_\_\_\_

Bank Routing Number \_\_\_\_\_ Checking Account Number \_\_\_\_\_

Client represents and warrants that Client is the owner of the above Bank Account and will provide RJO any such information RJO may require to validate the Bank Account. Further Client represents that the above information is correct and shall be responsible for any errors resulting from incorrect/inaccurate information provided.

**Please indicate if this is a new Agreement or a change of a previous Agreement:**

NEW \_\_\_\_\_ CHANGE \_\_\_\_\_ (By marking this as a change of an existing Agreement, Client hereby gives notice to terminate use of any previously given ACH instructions and authorizes RJO to use the ACH instructions herein from the date of this Agreement until its termination.)

This authorization is to remain in full force and effect until RJO has received written notification from Client of its termination at the address and facsimile number listed below in such time and manner as to afford RJO and Depository a reasonable opportunity to act on such notification. Client understands that if Client revokes this authorization or fails to maintain sufficient credit in the account to complete the ACH transaction, RJO may choose to immediately close the RJO Account.

Client hereby agrees to indemnify and hold RJO, its affiliates, agents and representatives harmless from and against any loss, claim, damage or liability arising out of the authorization or information provided hereunder or resulting from any action taken by RJO in reliance upon instructions provided under this Agreement.

Client understands that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, Uniform Commercial Code Article 4A or Illinois Compiled Statute Chapter 205, Article 616.

All notices to RJO shall be in writing and directed as follows:

Mail: R.J. O'Brien & Associates, LLC, 222 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606

Facsimile number: (312) 373-5227

Email: ClientServices@rjobrien.com

Notice shall be deemed as made when the original mailed notice is received by RJO, or when receipt of a facsimile or email is acknowledged by RJO.

Client Signature \_\_\_\_\_ Tax ID \_\_\_\_\_

Print Client Name \_\_\_\_\_ Date \_\_\_\_\_

Joint Party Signature (if applicable) \_\_\_\_\_ Print Joint Party Name \_\_\_\_\_

Date \_\_\_\_\_