

ARBITRATION AGREEMENT

Customer agrees to submit all disputes with OEC to arbitration if such disputes arise out of or relate to Customer's Account(s) and/or the Commodity Customer Agreement.

At such time that either Customer or OEC notifies the other of the intent to submit a dispute to arbitration (which, if at OEC's election, OEC may or may not elect to submit, in OEC's sole and absolute discretion), Customer will have the opportunity to elect a qualified forum to conduct the arbitration proceeding. OEC will provide Customer (within ten (10) days if arbitration is elected by Customer, or immediately if arbitration is elected by OEC) with a list of organizations whose procedures are qualified to conduct arbitrations pursuant to Commodity Futures Trading Commission regulations, together with a copy of the rules of each forum listed. If Customer chooses to have a dispute heard by a qualified organization which provides for a mixed panel of arbitrators, OEC will pay any incremental fees which may be assessed by the organization for providing a mixed panel of arbitrators, except that Customer may be required to pay such fees if the arbitrators in the proceeding decide that Customer acted in bad faith in initiating or conducting the proceeding.

No arbitration panel shall have the right to award punitive damages to either party. Judgment upon any award rendered by an arbitration panel shall be final, binding and enforceable and such judgment may be entered in any court of law within the state of Illinois or any other court of law having competent jurisdiction thereof. If Customer elects to submit a dispute to arbitration, Customer must do so within one (1) year from the date the cause of action giving rise to such dispute arose.

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 OEC 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 OEC 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 HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN AN ACCOUNT WITH OEC (SEE 17 CFR 180.1-180.5).

The undersigned Customer agrees to submit to arbitration all disputes arising out of or relating to Customer's Account(s) with OEC, including any claim against OEC or any past or present director, officer, shareholder, affiliate, agent, alleged agent, employee or associated person of OEC, or any other person for whose acts OEC is alleged to be liable, and the undersigned Customer understands and hereby agrees with and assents to this arbitration agreement.

FOR CORPORATIONS (An authorized Officer must sign) FOR INDIVIDUAL JOINT ACCOUNTS (all Account Holders must sign)
LIMITED LIABILITY COMPANIES (authorized LLC Member or Manager must sign)
PARTNERSHIPS (each General Partner must sign)
TRUSTS (all Trustees must sign)

Print Name of Corporation, LLC, Partnership, or Trust

Signature Date

Authorized Signature Date

Signature Date

Print Name & Title

Signature Date