

# Clarke Capital Management, Inc.

## Opening An Account

If after carefully considering the merits and inherent risks of having Clarke Capital Management, Inc. trade a futures account and after having read and understood the Disclosure Document of Clarke Capital Management, Inc. a client decides to establish an account, the client must do the following:

- 1) The client must open an account with a registered Futures Commission Merchant ("FCM"), or Introducing Broker ("IB"), completing that firm's account forms and funding the account to the agreed amount.
- 2) The client must complete, sign and return the enclosed documents of Clarke Capital Management, Inc.

Note: No account can begin trading until the appropriate documents, indicated below, have been received, reviewed, and accepted. Send to:

Clarke Capital Management, Inc.  
750 Pasquinelli Drive, Suite 220  
Westmont, IL. 60559  
Phone: (630) 323-7033 Fax: (630) 323-7042  
Email: [operations@clarkecap.com](mailto:operations@clarkecap.com)

The following (except for the Arbitration Agreement, which is voluntary) are required:

1. Client Questionnaire
2. Commodity Advisory Agreement
3. Acknowledgement of Receipt and Reading of Disclosure Document
4. Fee Payment Authorization
5. Arbitration Agreement (voluntary signing)
6. Limited Power of Attorney

\*\*\* For notionally funded accounts the following are also required:

1. Supplemental Commodity Advisory Agreement
2. Special Disclosure For Notionally Funded Accounts

For accounts whose margin will be covered by assets in a master account either a letter of commitment or the enclosed Account Funding Specification document is required.

# Clarke Capital Management, Inc.

## Client Questionnaire

Type of Account:  Individual  Joint Tenancy  Tenants in Common  Corporate  Trust (including IRAs)  
 Other: (Please specify): \_\_\_\_\_

Account Title: \_\_\_\_\_

Name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

Home Tel: \_\_\_\_\_

Bus Tel: \_\_\_\_\_

Fax Tel: \_\_\_\_\_

Employer: \_\_\_\_\_

Occupation or Business Description: \_\_\_\_\_

Birth date: \_\_\_\_\_

Net Worth: \_\_\_\_\_ Annual Income: \_\_\_\_\_ Liquid Net worth: \_\_\_\_\_

Investment Objectives:  Speculation  Other (please specify): \_\_\_\_\_

Prior investment experience in years: Futures: \_\_\_\_\_ Options: \_\_\_\_\_ Equities: \_\_\_\_\_

Is the account a pool? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If the account is a pool and the account is based outside the USA, do you have any USA clients? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Are you a member of the NFA or registered with the CFTC? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If Yes, enter registration numbers and types: \_\_\_\_\_

Do you currently or have you had in the past, commodity accounts with any brokerage firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
(If Yes, list firms and approximate dates below)

\_\_\_\_\_  
\_\_\_\_\_

# Clarke Capital Management, Inc.

(Continued)

## Client Questionnaire

Have you ever been involved in any litigation, arbitration proceedings, disputed accounts or other unresolved matters with any commodities or securities firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

(If Yes, please specify details below or on a separate sheet of paper):

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I (We) certify that the information provided above is true, correct and complete and that this investment is suitable for me (us).

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

**THIS INFORMATION IS STRICTLY CONFIDENTIAL AND IS REQUIRED PURSUANT TO NFA RULE 2-30.**

# Clarke Capital Management, Inc.

## Commodity Advisory Agreement

THIS AGREEMENT FOR ADVISORY SERVICES is made and entered into this \_\_\_\_\_ day of the month and year, \_\_\_\_\_, by and between CLARKE CAPITAL MANAGEMENT, INC., an Illinois corporation, hereinafter referred to as the "Advisor" and \_\_\_\_\_, hereinafter referred to as the "Client".

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING REPRESENTATIONS:

The Client represents that he has speculative capital for the principal purpose of investing in futures contracts and has been informed and is fully cognizant of the high risks associated with such investments.

IT IS MUTUALLY AGREED:

1. The Client shall deposit with \_\_\_\_\_, hereinafter called the "Broker", who is mutually acceptable to both the client and the advisor, funds and/or securities in the amount of \$\_\_\_\_\_ or more, thereby establishing an "Account". The Client may add to or withdraw funds from the Account provided the remaining balance does not fall below the Advisor's minimum account size or below twice the current margin of the Account. Client shall promptly notify Advisor of deposits and withdrawals.

2. The Advisor will cause futures market contracts and/or options on such contracts and/or cash market commodities to be bought, sold, sold short, spread, and will have exclusive authority to issue all necessary instructions to the Broker. All such transactions shall be for the Account and risk of the Client. The Client selects the following program(s) as described in the Disclosure Document for the Advisor to trade:

- Orion Program
- Global Basic Program
- Worldwide Program
- Global Magnum
- Millennium
- FX-Plus
- Jupiter

# Clarke Capital Management, Inc.

## Commodity Advisory Agreement

(continued)

3. The Advisor shall receive in compensation for his services:
  - a. A monthly management fee of .15% (1.8% annually) of Funds Under Management as defined in Advisor's Disclosure Document.
  - b. A quarterly incentive fee of 25% of Gross Trading Performance Plus Interest ("GTPPI") as defined in the Disclosure Document.

All fees may be deducted from the Account pursuant to the Fee Payment Authorization to be signed by the Client and will not be rebated by virtue of any subsequent losses to the Account.

4. The Advisor has the right to provide similar services to others.

5. This Agreement shall remain in effect until terminated by receipt of written notice from either party to the other. Either the Client or the Advisor may terminate the Agreement for any reason. Upon termination, all open positions shall be liquidated in an orderly manner and funds, if any, net of liabilities and fees, shall be returned to the Client.

6. The Account shall be charged for all commissions and expenses arising from all transactions in the Account.

7. The Client agrees to notify the Advisor immediately if dissatisfied with either the Advisor or Broker's handling of the Account.

8. The Advisor's recommendations and authorizations shall be for the Account and risk of the Client. The Client assumes the responsibility for losses that may be incurred in the Account. The Advisor makes no guarantee that its services will result in a profit and not result in a loss for the Client.

9. This Agreement may not be assigned by any party without the expressed written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10. The Client agrees to execute a limited power of attorney with the Broker authorizing the Advisor to enter orders for futures, options on futures, and cash market instruments for the Client's Account. The Advisor has no responsibility for the proper execution of orders.

11. The Client agrees to authorize the Broker to make payments from the Client's Account to the Advisor in compensation for services as set forth in this Agreement by signing the Fee Payment Authorization submitted by the Advisor and any other documents required by the Broker.

12. The Client acknowledges that he has received, reviewed, and understood the Advisor's Disclosure Document, and as such comprehends the risks associated with the Account. The Advisor shall not be liable to the Client or to others except by reason of acts constituting willful malfeasance or gross negligence as to its duties herein.

# Clarke Capital Management, Inc.

## Commodity Advisory Agreement

(continued)

13. In the event that any provisions of this Agreement are invalid for any reason whatsoever, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect.

14. This Agreement constitutes the entire Agreement between the Advisor and the Client, and no modification or amendments of this Agreement shall be binding unless made in writing and endorsed by both parties.

15. In any threatened, pending or completed action, suit, or proceeding by a futures commission merchant in connection with a debit balance in Client's account, to which Mr. Clarke or CCM (hereinafter collectively "Trading Advisor") was or is party or is threatened to be made a party because Trading Advisor is or was the commodity trading advisor, the Client shall indemnify and hold harmless the Trading Advisor against any loss, liability, damage, cost, expense (including attorneys' fees), judgments and amounts paid in settlement (provided that the Client has approved such settlement and such approval shall not be unreasonably withheld) actually and reasonably incurred by Trading Advisor in connection with any such action, suit or proceeding if the Trading Advisor acted in good faith and in a manner Trading Advisor reasonably believed to be in or not opposed to the best interests of the Client. The termination of any action, suit, or proceeding by judgment, order or settlement shall not, by itself, create a presumption that the Trading Advisor did not act in good faith and in a manner which Trading Advisor reasonably believed to be in or not opposed to the best interest of the Client.

16. When market or other conditions warrant, the Advisor may reduce the number of positions normally held. The advisor will use its discretion for phasing in and liquidating accounts.

17. All notices, demands or requests (including liquidation and restart requests) must be specifically requested in writing via email, fax or certified letter. CCM will make every reasonable effort to confirm such requests, however, it is the Client's responsibility to verify that CCM has indeed received the written instructions, via telephone if necessary. CCM is not responsible for the implementation of any Client instructions unless and until they are formally acknowledged by CCM.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19. The provisions of this Agreement shall survive the termination of this Agreement with respect to any matter arising while this Agreement was in effect.



**Acknowledgement of Receipt of  
Clarke Capital Management, Inc.'s Disclosure Document**

I have received a copy of the Disclosure Document of Clarke Capital Management, Inc. dated \_\_\_\_\_.

I have read and understood the material including the trading program under which my account will be directed. I also understand the risks associated in trading a futures account as specified in the Disclosure Document.

Read and Acknowledged by:

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Fee Payment Authorization

To Brokerage Firm: \_\_\_\_\_

Sirs:

I (We) authorize you to deduct from my account(s) managed by Clarke Capital Management, Inc. the monthly management fee and quarterly incentive fee due Clarke Capital Management, Inc.

If an aforementioned account of mine (ours) is terminated, the date of termination for this account shall be deemed:

- 1) the end of the month for the purpose of calculating management fees, and
- 2) the end of the calendar quarter for the purpose of calculating incentive fees. You are instructed to hold monies in this account until you receive notice from Clarke Capital Management, Inc. that all fees have been paid.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Arbitration Agreement

This Arbitration Agreement is made between \_\_\_\_\_ (hereafter "the client") and Clarke Capital Management, Inc. (hereafter "CCM"). In consideration of the performance of advisory services by CCM in accordance with the terms of the Commodity Advisory Agreement, Client acknowledges:

1. Any dispute arising between CCM and Client shall be arbitrated in accordance with the rules and regulations promulgated by the Commodity Futures Trading Commission.

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 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 CCM MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD OF 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 CCM INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE 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 AN ACCOUNT WITH CCM.  
SEE COMMODITY FUTURE TRADING COMMISSION REGULATIONS 180.1-180.5

# Clarke Capital Management, Inc.

## Arbitration Agreement (continued)

2. At such time as Client may notify CCM that he or she intends to submit a claim to arbitration, or at such time as CCM notifies the client of its intent to submit a claim to arbitration, the Client will have the opportunity to elect a qualified forum for conducting the proceeding. Within ten business days after receipt of such notice from Client, or at the time CCM so notifies the Client, CCM must provide the Client with a list of two or more organizations whose procedures qualify them to conduct arbitrations in accordance with the requirements of 180.2 of the regulations of the Commodity Futures Trading Commission together with a copy of the rules of each forum listed. This list must include: (i) the contract market, if available, upon which the transaction giving rise to the dispute was executed or could have been executed or a registered futures association designated by such contract market; and (ii) at least one other organization which will provide the Client with the opportunity to select the location of the arbitration proceedings from among several major cities in diverse geographic regions and which will provide the Client with the choice of a panel or other decision maker composed of at least one or more persons, of which at least a majority are not members or associated with a member of a contract market or an employee thereof, and which are not otherwise associated with a contract market (mixed panel). The Client shall, within forty-five days after receipt of such list, notify CCM of the organization selected. The Client's failure to provide such notice shall give CCM the right to select an organization from the list.

3. CCM will pay any incremental fees which may be assessed by a qualified forum for provision of a mixed panel unless the arbitrators in a particular proceeding determine that the Client has acted in bad faith in initiating or conducting that proceeding.

Client(s):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Limited Power of Attorney

To Clearing Broker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sirs:

I (We) have carefully examined the provisions of the Disclosure Document of Clarke Capital Management Inc. ("CCM"), and hereby grant CCM exclusive trading authority in my (our) account in the form of a limited power of attorney.

I (We) understand that the Clearing Broker is in no way responsible for any loss to me (us) occasioned by the actions of CCM, and that the Clearing Broker does not, by implication or otherwise, endorse the operating methods of CCM.

I (We) further understand that no commodity exchange on which orders may be executed for my (our) account, has any jurisdiction over a non-member who is not employed by one of its members, and that by giving to such individual or organization (CCM) authority to exercise any of my (our) rights over my (our) account, I (we) do so at my (our) own risk.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Supplemental Commodity Advisory Agreement for Notionally-Funded Accounts

THIS SUPPLEMENTAL COMMODITY ADVISORY AGREEMENT FOR NOTIONALLY-FUNDED ACCOUNTS is made and entered into this \_\_\_\_\_ day of the month and year, \_\_\_\_\_ by and between CLARKE CAPITAL MANAGEMENT, INC., an Illinois corporation, hereinafter referred to as the "Advisor" and \_\_\_\_\_, hereinafter referred to as the "Client".

This agreement specifically relates to accounts, which are initially funded at less than the "fully-funded" and recommended minimum, or multiples thereof, for the selected program. The selected program to which this document refers is the:

<u>Program</u>	<u>Account Minimum</u>
<input type="checkbox"/> Orion	\$200,000
<input type="checkbox"/> Global Basic	\$50,000
<input type="checkbox"/> Worldwide Program	\$250,000
<input type="checkbox"/> Global Magnum	\$100,000
<input type="checkbox"/> Millennium	\$1,000,000
<input type="checkbox"/> FX-Plus	\$1,000,000
<input type="checkbox"/> Jupiter	\$3,000,000

This agreement is in addition to the COMMODITY ADVISORY AGREEMENT also made and entered into between the Advisor and the Client.

### IT IS AGREED:

1. The Client represents and warrants that he has deposited, or has on deposit with \_\_\_\_\_, hereinafter called the "Broker", funds and/or securities in the amount of \$ \_\_\_\_\_, thereby establishing an "Account". The amount of this deposit is \_\_\_\_\_% of a "fully-funded" account size of \$ \_\_\_\_\_, or \_\_\_\_\_ unit(s) for the program as described in the Disclosure Document of the Advisor. The Client on his own accord and not with the recommendation of the Advisor instructs the Advisor to trade the account as if it were established at the aforementioned "fully-funded" amount.

# Clarke Capital Management, Inc.

## Supplemental Commodity Advisory Agreement for Notionally-Funded Accounts

(continued)

2. The Client acknowledges receipt of the SPECIAL DISCLOSURE FOR NOTIONALLY FUNDED ACCOUNTS. The Client further acknowledges he/she has read and fully understands such special disclosure.

**3. THE CLIENT ACKNOWLEDGES THAT PROFITS AS WELL AS LOSSES, AND CONSEQUENTLY RISK, WILL BE GREATER AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN HIS/HER ACCOUNT, THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.**

4. THE CLIENT ACKNOWLEDGES THAT HIS/HER ACCOUNT WILL EXPERIENCE GREATER VOLATILITY AS MEASURED BY RATES OF RETURN ACHIEVED IN RELATION TO ASSETS ACTUALLY DEPOSITED IN HIS/HER ACCOUNT, THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

**5. THE CLIENT ACKNOWLEDGES THAT THE AMOUNT OF FUNDS THAT INITIALLY ESTABLISHED THE ACCOUNT IS NOT THE MAXIMUM POSSIBLE LOSS THAT HIS/HER ACCOUNT MAY EXPERIENCE.**

**6. THE CLIENT ACKNOWLEDGES THAT FEES AND COMMISSIONS AS MEASURED AS A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED WILL BE LARGER THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.**

7. THE CLIENT ACKNOWLEDGES THAT PERMITTED WITHDRAWALS AND ADDITIONS TO THE ACCOUNT WILL SERVE TO INCREASE OR REDUCE RESPECTIVELY THE LEVEL OF RISK, VOLATILITY, COMMISSIONS AND FEES IN THE ACCOUNT AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN HIS/HER ACCOUNT AS COMPARED TO AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

8. This agreement supersedes all prior SUPPLEMENTAL COMMODITY ADVISORY AGREEMENT FOR NOTIONALLY-FUNDED ACCOUNTS entered into by and between the Advisor and the Client for the specific program indicated in this agreement.

# Clarke Capital Management, Inc.

## Supplemental Commodity Advisory Agreement for Notionally-Funded Accounts (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written in the first page of this Agreement.

CLARKE CAPITAL MANAGEMENT, INC. BY: \_\_\_\_\_

Principal of Clarke Capital Management, Inc.

Client(s):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Special Disclosure For Notionally-Funded Accounts

You should request your commodity trading advisor to advise you of the amount of cash or other assets (Actual Funds) which should be deposited to the advisor's trading program for your account to be considered "Fully-Funded". This is the amount upon which the commodity trading advisor will determine the number of contracts traded in your account and should be an amount sufficient to make it unlikely that any further cash deposits would be required from you over the course of your participation in the commodity trading advisor's program.

You are reminded that the account size you have agreed to in writing (the "nominal" or "notional" account size) is not the maximum possible loss that your account may experience.

Regardless of the actual level of funding, each program trades 1 "contract unit" per "nominally funded unit". The nominally funded unit size is the dollar size that the Advisor has determined is the necessary amount to trade one contract unit in a program of CCM. A contract unit is the number of contracts that is to be entered for a particular commodity interest for a signal from a model in a program of CCM. In most cases this is 1 futures or forward contract.

The Trading Level is the number of contract units traded multiplied by the unit size of the program traded. The Nominal Account Value is the total of Gross Ending Equity plus all Notional Funds plus any withdrawals made during the month. Note that the CCM management fee is based upon the Nominal Account Value, not the Trading Level.

For example, a client has instructed CCM to trade 2 units of the Worldwide program (at \$250,000 per unit) and initially deposited \$500,000 in the trading account. At this point, both the Trading Level and Nominal Account Value are \$500,000. In this example, after 1 year of trading, the client's account earned net profits of \$100,000. After one year, the client's Trading Level will remain at \$500,000 (2 units of Worldwide at \$250,000/unit), however the client's Nominal Account Value will be \$600,000 (\$500,000 initial deposit plus \$100,000 of net profits). Note that CCM's management fee will be based upon on the \$600,000 Nominal Account Value.

As trading profits accrue, it is in the client's interest to either increase their Trading Level or to make a cash withdrawal from their trading account in order to keep their Trading Level and Nominal Account Value as equivalent as possible.

You should consult the account statements received from your futures commission merchant in order to determine the actual activity in your account, including profits, losses, and current cash balance. To the extent that the equity in your account is at any time less than the nominal account size you should be aware of the following:

1. Although your gains and losses, fees and commissions measured in dollars, will be the same, they will be greater when expressed as a percentage of account equity.
2. You may receive more frequent and larger margin calls.

3. The disclosures which may accompany the performance table may be used to convert the rate-of-return ("RORs") in the performance table to the corresponding RORs for the particular partial funding levels.

Read and acknowledged by:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# Clarke Capital Management, Inc.

## Account Funding Specification

Account Name: \_\_\_\_\_ (line 1)

FCM (Broker): \_\_\_\_\_ (line 2)

Account Number: \_\_\_\_\_ (line 3)  
(If Known)

<u># Units</u>	<u>Program</u>	<u>Unit Size</u>	<u>Account Minimum</u>
_____	Orion	\$200,000	\$200,000
_____	Worldwide	\$250,000	\$250,000
_____	Global Basic	\$50,000	\$50,000
_____	Global Magnum	\$100,000	\$100,000
_____	Millennium	\$1,000,000	\$1,000,000
_____	FX-Plus	\$1,000,000	\$1,000,000
_____	Jupiter	\$3,000,000	\$3,000,000

Total Nominal Account Size: \_\_\_\_\_ (line 4)

(Multiply the number of units by the unit size for the selected program.  
i.e. 2 units of Worldwide would be 2 X \$250,000 or \$500,000).

### Funding:

<u>Type</u>	<u>Amount</u>	<u>Account</u>	
Local Deposit:	_____	_____	From line 3
Master Commitment:	_____	_____	Master Acct Number.
Notional Funding:	_____		
Other: (Specify exact nature)	_____		
Total Funding: (line 5)	_____		

Note: TOTAL FUNDING (above) MUST equal TOTAL NOMINAL ACCOUNT SIZE from line 4 above. If any part of the Total Funding is from a Master Account, that account number MUST BE SPECIFIED. If any part of the Total Funding is Notionally-Funded, a Supplemental Commodity Advisory Agreement must be supplied along with the Special Disclosure for Notionally-Funded Accounts.

Should any part of your Total Funding be from your Master Account, your signature below indicates your commitment of these funds for margining purposes to the account specified in line 3. It is recognized that these funds will not actually be deposited to the account specified in line 3.

(Print name)	(Print name)
(Signature)	(Signature)
(Date)	(Date)

# Clarke Capital Management, Inc.

## Privacy Policy

Clarke Capital Management, Inc. ("CCM") is committed to protecting the financial privacy of our investors and clients. As a Commodity Trading Advisor and provider of managed futures account trading programs, we adhere to a strict privacy policy to protect the security and confidentiality of our client's nonpublic personal information.

The information we collect from you is restricted solely to that which is required by CCM to remain in compliance with the regulatory standards set forth by the governing bodies of the futures industry.

### **What non-public personal information about you do we collect?**

During the process of opening a new account, you are asked to provide us non-public personal information, such as: your age, home address and telephone number, employer, birth date, net worth, annual income, investment objectives, and prior investment experience.

We also collect information about your transactions with us such as: your account balance and account activity, the size of your investment, and which of our trading programs you invest in.

### **How do we protect the security and confidentiality of the information you provide?**

We incorporate strict physical, electronic and procedural policies to safeguard your nonpublic personal information. Access to this information is limited only to those employees who require it during the course of conducting normal business. CCM employees are trained to handle your information properly and securely before being granted such access. Additionally, CCM employs in-house multi-level security methods to prevent unauthorized disclosure of nonpublic client information.

### **What nonpublic personal information do we disclose about you?**

We do not disclose any nonpublic personal information to any affiliates or to non-affiliated third parties, except as necessary to serve our clients and/or fulfill ordinary business requirements. These may include (but are not limited to):

- Account transaction processing and maintenance
- Legal, Accounting, Regulatory or Audit agencies
- Other business-related services, to the extent permitted by law.

### **It is the policy of CCM not to sell or market any public OR nonpublic client information.**

We are committed to ensuring the integrity of confidential client information. If CCM conducts business with a non-affiliated third party that requires dissemination of nonpublic personal client information, CCM will require said third party to be bound by CCM's privacy policy before any business is conducted, or information is released.

### **How does this Privacy Policy affect former CCM clients?**

In the event that a client terminates his/her relationship with CCM, our privacy policy remains in full effect as described above.

Investor privacy is a cornerstone of the relationship that Clarke Capital Management maintains with our clients. If you have any questions regarding this policy, please contact us at (630) 323-5913. Clarke Capital Management reserves the right to change this privacy policy, as permitted by law. We will notify clients of any such changes, in writing, as required by law.

This notice is updated and provided to all clients annually via a quarterly statement mailing to comply with futures industry regulations. Additionally, it is provided to new clients as part of the CCM Account Opening package, available at: [www.clarkecapital.com](http://www.clarkecapital.com).