

END-USER LICENSE & CUSTOMER AGREEMENT

GSTrader Pro or GSTrader **(Circle One of the Above)**

*** Please read this entire agreement carefully***

By using this System, I agree to be bound by the terms of and are a party to the following agreement:

GRANT OF LICENSE:

This End-User License Agreement ("EULA") is a legal agreement between you, your company or any other person or entity acting on your behalf and Global Futures Exchange & Trading Company, Inc. ("Licensor") and is provided to you as an accommodation by Rosenthal Collins Group, LLC (RCG), directly through your introducing broker(s) (collectively, "Broker") but not as agent of Licensor, for the use, only via Licensor's or Broker's web-site(s), of a system for electronic order entry and retrieval services in automated strategies and manual trading in financial markets (the "System").

The System shall also include any programs, code, images, photographs, templates, animations, video, audio, music, text, the accompanying printed materials, and "online" or electronic documentation, as well as upgrades, modified versions and any updates for the System supplied by Licensor.

The use of the System is being licensed to you by Licensor AS AN EXPERIMENTAL SYSTEM, and accordingly is provided on an "AS IS" basis, for your private personal use solely and only via Licensor's or Broker's internet web-site(s). **See "NO WARRANTIES" section below.**

By using the System, you agree to be bound by the terms of and are becoming a party to this EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE SYSTEM; DELETE THE SYSTEM FROM ALL STORAGE MEDIA.

This System, or the right to make use thereof in accordance with the provision hereof (including any password, if related to such use) may not be distributed in any manner, including on CD-ROM, disk, or other physical media without a prior written permission of Licensor.

The System is licensed as a single product. Therefore, neither it nor its component parts (including, but not limited to images) may be downloaded, sublicensed or separated from the System, or used on more than one computer, except as specifically provided for in this agreement.

You may not modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the System.

You further agree not to duplicate, make copies of, distribute or provide others with the System nor to sell, rent, encumber, redistribute, lease, sublicense, use the System in a time sharing or service bureau, resell for profit (or otherwise) this System or create any derivative works of the System or any part thereof, including translation or localization, remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels that appear in the System, without the prior written consent of Licensor.

You may not publicize or distribute any registration, code algorithms, information, or registration codes used by this System without the prior written permission of Licensor.

INTELLECTUAL PROPERTY:

System is the property of Licensor or an affiliated entity/person and which Licensor is duly permitted to grant you the right to use the System in accordance with the terms hereof. You must treat the System at least like any other copyrighted material (or intellectual property material) used but not owned by you.

Licensor (including any transferors/assignors/licensors or licensees, such as Broker) is not responsible for the accuracy, completeness, legality, legitimacy or any other aspect of the files and information accessed through the use of the System, nor to the right to make such information available or accessible.

Unauthorized usage of a copyrighted work, including without limitation, copying, distribution, modification, public display or public performance is an infringement of the copyright holders' rights.

Users are responsible for complying with all laws and regulations applicable to the files/programs/documents Licensor makes available for download.

As a condition to use of the System, you warrant and agree not to use the System to infringe the intellectual property rights of others in any way. Licensor, in its sole discretion, and without advance notice, may terminate this agreement with users who are infringers of the copyrights, or other intellectual property rights, of others. Without limiting the aforementioned, Licensor reserves the right to terminate this agreement or the user's right and ability to use the System, should the user act in what is perceived by Licensor, in its sole discretion, an inappropriate or abusive manner, without any advance notice.

You agree to indemnify Licensor and/or Broker and their respective officers, shareholders, employees, agents and representatives, and to hold them harmless, from any and all losses, claims and liabilities (including attorneys' fees) which may arise from your illegal, unauthorized, abusive use, or any use not in accordance with the provisions contained herein.

NO WARRANTIES:

THE SYSTEM IS BEING LICENSED TO YOU BY LICENSOR, ON AN "AS IS" BASIS WITH NO WARRANTY AND NO REPRESENTATIONS AS TO ITS AVAILABILITY, STABILITY, PERFORMANCE, ACCURACY, RELIABILITY, CREDIBILITY, TRUSTWORTHINESS, SECURITY, USEFULNESS, FITNESS FOR A PARTICULAR USE OR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SYSTEM IS ERROR-FREE, NOR THAT THE SYSTEM CAN BE OR SHALL BE CORRECTED IN ANY EVENT THAT PROBLEMS OR DEFECTS ARE DETECTED, NOR GAIN YOU ANY PROFITS. IT IS FULLY UNDERSTOOD THAT IT IS YOUR SOLE AND OWN RESPONSIBILITY TO ISOLATE THE SYSTEM, AND TO TAKE STEPS IN ORDER TO AVOID ANY DAMAGE THAT THE SYSTEM MIGHT CAUSE TO YOUR COMPUTER OR SOFTWARE OR DATA. LICENSOR DOES NOT WARRANT OR GUARANTEE THAT ANY FUTURE UPGRADES OR MODIFICATIONS OF THE SYSTEM SHALL BE PROVIDED WITH SIMILAR GRADES AND LEVEL OF SERVICE, OR THAT IT SHALL BE FREE OF DEFECTS OR VIRUSES OR "TROJAN HORSES" OR OTHER DESTRUCTIVE ELEMENTS. BROKER HAS NO PECUNIARY INTEREST IN OR TO THE SYSTEM, SO ABSOLUTELY NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SYSTEM CAN OR MAY BE ASCRIBED TO BROKER.

NO LIABILITY FOR DAMAGES:

In no event will Licensor or Broker (including any transferors/assignors/licensors to either of them) be liable to any party (i) for any direct or indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of any profits as a consequence of the use of the System and the like), or any other damages arising in any way from the availability, use, reliance on, or inability to use the System or any information, various directors, and listings or any other "information" or any part thereof, even if they, or any of them, shall have been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise; or (ii) for any claim

attributable to errors, omissions, or other inaccuracies in, or destructive properties of, any information related to the System. Notwithstanding, under no circumstances shall you be entitled to receive from Licensor or Broker (including any transferors/assignors/licensors to either of them), or either of them, by way of judgment, award or otherwise, any amount in excess of the total of End User Fees you have paid hereunder.

GOVERNING LAW AND GENERAL PROVISIONS:

This agreement shall be governed by and construed in accordance with the laws of the State of California without consideration to the conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not govern this agreement.

If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such provision shall not affect the enforceability of (i) such provision under other circumstances, or (ii) the remaining provisions, hereof under all circumstances.

You agree that this EULA is the complete and exclusive statement of the license agreement between you and Licensor which supersedes any proposal or prior agreement, oral or written, and any other communication between you and Licensor relating to the subject matter of this license agreement.

This agreement shall not be amended without Licensor's written consent.

The controlling language of this agreement is English. If you have received a translation into another language, it has been provided for your convenience only.

This agreement shall automatically terminate upon failure by you to comply with its terms.

Licensor, in its sole discretion, may modify this agreement in writing at any time.

CUSTOMER AGREEMENT:

By using the System, you agree to and acknowledge the following:

1. I agree to use the System for the purpose of automated trading only, in accordance with Licensor's instructions, and subject to receiving its approval to use the System.
2. I acknowledge and agree that Licensor and/or Broker (or any entity or person designated by them) may gather information and usage pattern, as well as registration parameters and other data provided by me, or as a result of my use of the System or configuration, provided that if such information published, it will be done without user names or identification.
3. I will comply with all legal obligations, including but not limited to, obligations imposed by copyright, trademarks, patent, secrecy, defamation, decency, privacy and export laws.
4. I expressly agree to accept and receive information about products, services, news and events in any means, including without limitation, by email subject to my right to "unsubscribe" thereto as may be allowed by law.
5. I understand and agree that RCG/Global does not guarantee the performance of the GSTrader Pro/GSTrader platform in any way. In the event of temporary system malfunction I agree that Licensor is permitted to limit, disable, eliminate or cancel some or all of the functionality of the System at any given time until the problem is corrected and that RCG/Global has no responsibility or liability whatsoever for my failure to fully understand the use of GSTrader Pro/GSTrader.
6. I agree and acknowledge, and I am aware, that there can be no assurance that the System will achieve any profits, and further that the use of the System involves a high degree of risk, that it is experimental and that I can sustain the loss of more than my entire investment made or funds traded through the use of the System. **See "NO WARRANTIES" section below.**

7. I agree to pay Licensor End-User Fees in consideration for use the System in the amount of \$50 per month for GStTrader or a minimum of \$75.00 a month at \$0.75 per side per contract for GStTrader Pro. I hereby authorize Broker to deduct such fees from my account and I agree to pay such fees, directly or via Broker, to licensor not less frequently then monthly during the term of this License.
8. I agree and acknowledge, and I am aware, that there can be no assurance on correctness of display, placing, execution, confirmation, cancellation and modification of orders, neither display of open positions nor profit. I acknowledge that the System is an experimental system, and therefore, I MUST MAINTAIN ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO THE SYSTEM FOR THE DISPLAY, PLACEMENT AND EXECUTION OF MY ORDERS, POSITIONS, PROFIT OR LOSS. I agree to notify LICENSOR immediately by telephone, or by e-mail to LICENSOR's Customer Service at gstrader@gstrader.com, in case I notice or suspect any inconsistent information in connection with the automated trading performed by me through the System.
9. I understand and agree that all trades executed through GStTrader Pro/GStTrader will be placed into an RCG/Global account in my name designated solely for GStTrader Pro/GStTrader trades.
10. I have read and understood the terms of the GStTrader Pro/GStTrader End-User License Agreement and agree to all of its terms.
11. I have read and understood the terms of RCG/Global's Electronic Trading Agreement and Electronic Risk Disclosure and agree that all its terms apply to my use of GStTrader Pro/GStTrader.
12. I understand and agree that RCG/Global does not endorse, recommend or guarantee the trading results of any trading strategy offered by GStTrader Pro/GStTrader.
13. I understand and agree that certain GStTrader Pro/GStTrader trading strategies may require a minimum account balance to execute effectively. I understand and agree that it is my sole responsibility to ensure that I have adequate funds in my account for any strategy I may select and RCG/Global, in its sole discretion, may impose trading limits on my account which may prevent me from executing the strategies I have selected.
14. I understand and agree that RCG/Global shall have no liability whatsoever for my inability to execute any GStTrader Pro/GStTrader strategies I have selected.
15. I understand and agree that GStTrader Pro/GStTrader permit automatic trade execution according to the strategy I have selected. *I understand and agree that these trades will be executed automatically by GStTrader Pro/GStTrader until the strategy is deleted even if I am not logged into the system;* thus, making me solely responsible for all trades executed by me (or on my behalf by my broker) through GStTrader Pro/GStTrader whether manually or automatically executed.

The parties agree that they have read this Agreement and that by their signatures below, they agree to be bound by its terms.

Account Name

Account Name

(If this is a joint account, all owners must sign the agreement.)

Authorized Signature

Authorized Signature

Date

Date