**CFTC Rule 1.73(a)(2)(v)(B) Customer Limit Screening Agreement[[1]](#footnote-1)**

Pursuant to CFTC Rule 1.73(a)(2)(v)(B), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Ultimate Clearing Firm**”) is required to have an agreement with Account Managers that execute Bunched Order Transactions (as defined below) on behalf of Customers (as defined below) with clearing accounts carried by Ultimate Clearing Firm. This CFTC Rule 1.73(a)(2)(v)(B) Customer Limit Screening Agreement (“**Customer Limit** **Screening Agreement**”) shall constitute an agreement within the meaning of, and for the purpose of, CFTC Rule 1.73(a)(2)(v)(B) between the Account Manager and Ultimate Clearing Firm. **This Customer Limit Screening Agreement shall become effective on the later of a) June 1, 2013 or b) the date on which Ultimate Clearing Firm is required to comply with CFTC Rule 1.73(a)(2)(v)(B).**

1. Account Manager may, in accordance with Applicable Law (as defined below), execute bunched order transactions on behalf of its customer(s) where such orders are allocated on a post-trade basis to individual customer(s) (“**Bunched Order Transactions**”) that will be cleared as a Bunched Order Transaction by an initial clearing firm. Account Manager may, in accordance with Applicable Law, provide allocation information (“**Allocations**”) to permit the relevant derivatives clearing organization (“**DCO**”) and/or initial clearing firm to decrement from the Bunched Order Transaction that portion to be submitted for clearing and settlement by Ultimate Clearing Firm for current and future customers with clearing accounts carried by Ultimate Clearing Firm (“**Customers**”). For the avoidance of doubt, for the purposes of this Customer Limit Screen Agreement, in the event that the initial clearing firm also acts as the Ultimate Clearing Firm with respect to all or part of a Bunched Order Transaction, this Customer Limit Screening Agreement shall apply to (and shall only apply to) the initial clearing firm to the extent it is acting as the Ultimate Clearing Firm with respect to an allocation to a Customer. “**Applicable Law**” shall mean (i) the Commodity Exchange Act, as amended, and all rules and interpretations of the Commodity Futures Trading Commission and the National Futures Association; (ii) the constitution, by-laws, rules, interpretations and customs of any applicable multilateral or other trading facility, system or platform permitted under Applicable Law, exchange, or DCO; and (iii) any other laws, rules, regulations, regulatory interpretations, or orders applicable to Account Manager, Ultimate Clearing Firm or the Bunched Order Transactions.
2. **Customer Limits.** Pursuant to Rule 1.73(a)(2)(v)(B), Ultimate Clearing Firm is required to establish risk-based limits with respect to each Customer (each a “**Customer Limit**”) and shall communicate such Customer Limits to Account Manager from time to time. Ultimate Clearing Firm expects that orders executed by Account Manager to be cleared by Ultimate Clearing Firm in an account of a Customer should comply or otherwise be consistent with the applicable Customer Limit that has been communicated to Account Manager by the Ultimate Clearing Firm. For the avoidance of doubt, nothing herein shall prevent Account Manager from applying a limit more stringent than the applicable Customer Limit to a particular Customer.
3. **Waiver**. No action or inaction by a party under this Customer Limit Screening Agreement shall constitute a waiver of any right or remedy of such party under any other agreement.
4. **General Provisions**.
	1. This Customer Limit Screening Agreement shall be exclusively governed by, and construed in accordance with, the laws of New York without regard to principles of conflicts of law.
	2. This Customer Limit Screening Agreement is between the parties hereto and is not intended to confer any benefits on third parties including, but not limited to, Customers.
	3. If, and to the extent that, Account Manager and Ultimate Clearing Firm have entered into a separate agreement or arrangement regarding the establishing and communication of any Customer Limits (a “**Limits Arrangement**”), the terms of such Limits Arrangement shall not be amended or modified by this Customer Limit Screen Agreement and, if the terms of such Limits Arrangement conflict with or are inconsistent with this Customer Limit Screening Agreement, the terms of such Limits Arrangement shall prevail.
1. This Customer Limit Screening Agreement is published by the Futures Industry Association (“FIA”). Any changes or additions to the wording of this standard document must be clearly indicated. Failure to do so constitutes a representation that the document is the Customer Limit Screening Agreement as published by the FIA and has not been modified in any respect. [↑](#footnote-ref-1)