

**Notice:** In order for an institution to participate in the FIA Technology Services, Inc. (“FIA Tech”) Electronic Give-Up Agreement System (EGUS), the **Adherence to the FIA Tech System User Agreement** must be completed. The Adherence document, among other things, asks you to acknowledge that agreements executed on the system are legally binding in the same way that physical documents are. In addition, each System User will be asked to click-through the **System User Agreement** as each Person accesses the system. The System User Agreement is posted on the FIA Tech web site at <http://www.futuresindustry.org/egus-2752.asp>.

Please complete the Adherence document and return it to the address listed below. The signed document must be mailed; it cannot be faxed or emailed. Once FIA Tech receives this document, we will contact you to provide access.

EGUS DOCUMENTATION  
FIA Technology Services, Inc.  
2001 Pennsylvania Ave. NW, Suite 600  
Washington, DC 20006-1823  
Phone: 202-772-3000

### **Adherence to the FIA Tech System User Agreement**

System User hereby applies to use FIA Tech’s Give-Up Agreement (“GUA”) system and other related web-services which may be offered by FIA Tech or its suppliers (collectively, the “Service”).

The System User agrees that the terms of this document, the signature page, the online System User Agreement, the relevant posted Service fees, and any automated click-through terms shall comprise the “Agreement”<sup>1</sup> that governs access to and use of the Service. System User confirms it reviewed and agrees to the on-line System User Agreement (as available at <http://www.futuresindustry.org/egus-2752.asp>).

As the GUA system is merely an automated alternative to the current methods of documenting GUAs, nothing in the Agreement shall affect the terms of the GUA or any other terms upon which System User(s) may agree.

#### **I. Specific Terms**

System User agrees that GUA(s) executed through the Service shall be deemed to be “in writing” and to have been “signed” for all purposes and that any electronic record of any such GUA will be deemed to be in “writing.” System User will not contest the legally binding nature, validity, or enforceability of any GUA executed through the Services based on the fact that it was entered and executed electronically and expressly waives any and all rights it may have to assert any such claim.

System User agrees and acknowledges that FIA Tech and Futures Industry Association, Inc. shall have no involvement in and no responsibility or liability related to any GUA.

System User agrees that FIA Tech may disclose the identity of those System User(s) whom are executing or clearing brokers or dealers. System User agrees to allow FIA Tech to make available on the system and to use any individual’s contact information provided by the System User.

System User agrees that the on-line System User Agreement may be amended from time to time, including the posted Service fees; and, further agrees that such amendments shall be binding on System User upon continued use of the Services. To the extent that FIA Tech sends out notices, it will notify the Administrator (defined below).

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<sup>1</sup> System Users who are supporting FCMs should understand that this Agreement is referred to as a “subscriber agreement” in the commitment letter between the FCM and FIA Tech.

System User represents and warrants that it is authorized to bind any other Person (defined in the System User Agreement) authorized by the undersigned to use the Services on System User's behalf, including authorized employees, designees, agents, or affiliates.

System User represents that this Agreement constitutes a valid and legally binding obligation enforceable in accordance with all of its terms.

Signature: This Agreement is executed by System User's duly authorized signatory below.

Printed name of System User (insert corporate entity's full name): \_\_\_\_\_

Name of authorized signatory: \_\_\_\_\_

Title of authorized signatory: \_\_\_\_\_

Email address: \_\_\_\_\_

Signature \_\_\_\_\_

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

II. Administrator Details: System User hereby appoints the person named below as its administrator for the purpose of administering System User's access to the Service ("Administrator"). System User represents that the Administrator has the internal authority to give access to the Service to only those individuals authorized by System User. System User agrees that the Administrator is solely responsible for controlling and monitoring the use of passwords and that the Administrator will keep such information current. The System User acknowledges and agrees that it will be bound by any actions taken through the use of passwords issued to it, including the execution of GUAs, whether or not such actions were authorized, unless solely through the gross negligence or willful misconduct of FIA Tech.

Administrator Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Billing Contact (the following is System User's billing contact information):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Party Role (please check all that apply):    Executing Broker    Clearing Broker    Customer    Trader

I am a customer/trader and wish to take advantage of the optional storage feature (please note that there is a fee associated with this option).

Do you have staff located in Washington, DC who will be using EGUS?    Yes    No