



# FCM Membership Agreement

FCM Member Name:

Street Address #1:

Street Address #2 (optional):

City, State, ZIP Code, Country:

## INTRODUCTION

This FCM Membership Agreement ("Agreement") sets forth the terms and conditions under which North American Derivatives Exchange, Inc. ("Nadex") will grant \_\_\_\_\_ (the "FCM Member") membership to Nadex in order to access and intermediate customer orders onto Nadex's contract market facilities (the "Nadex System"). This Agreement contains important information regarding the terms and conditions that apply to your Membership as a FCM Member. This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_.

IN THIS AGREEMENT, the terms "AP/employee" and "APs/employees" include all associated persons ("APs") and employees of the FCM Member, as well as those of the FCM Member's guaranteed introducing brokers ("GIBs"). The terms "you" and "your" refer to the entity that is the FCM Member or applicant for FCM Membership on Nadex. For entities applying for FCM Membership, each AP/employee acting on behalf of said entity is also incorporated into the definition of "you" and "your". The term "customer" includes any customer of the FCM applying for Membership, as well as any AP/employee of the FCM applying for Membership who trades Nadex contracts for his or her personal account pursuant to Nadex Rules. Capitalized terms not defined within this Agreement have the meaning set forth in the Nadex Rules .

## SCOPE OF AGREEMENT

The Nadex System is the electronic platform that gives authorized FCM Members access to the Nadex electronic market for trading certain derivative instruments ("Contracts"). The Nadex System includes the Nadex website, Nadex match engine, market information, clearing and any other services offered by Nadex and its third party service providers. Access to, and use of, the Nadex System are subject to your compliance with the terms and conditions set forth in this Agreement and in the Nadex Rules.

## FCM MEMBER ACKNOWLEDGEMENTS AND OBLIGATIONS

You understand that by accessing the Nadex System, you have agreed to the terms and conditions of this Agreement, the Nadex Rules, as may be amended from time to time (collectively "Rules"), and to any applicable law, rule or regulation, including, but not limited to the Commodity Exchange Act, as may be amended from time to time (the "Act") and the rules and regulations of the Commodity Futures Trading Commission ("CFTC" or "Commission") as may be amended from time to time (collectively, "Applicable Law"). You agree that no Nadex employee, director, officer, agent, subsidiary or joint venture ("Affiliate") shall be liable to you for any commercially reasonable action such Affiliate takes in order to comply with the Rules or Applicable Law.

You acknowledge and agree that you will, following a request by Nadex, promptly provide to Nadex financial or other information as Nadex may reasonably request or as may be required for Nadex to respond to a request for information from any Regulatory Agency.

You acknowledge and agree that once you have provided all of the information required in the Nadex Membership Application ("Membership Application") and have signed this Membership Agreement, you are legally bound by all of the terms and conditions contained therein.

You agree to abide by all of the Rules and Applicable Laws with respect to your trade and settlement obligations and to supervise the activities of your employees and agents to ensure, among other things, that all orders entered into the Nadex System are accurate and authorized by the FCM Member and any customer for whose benefit the order is submitted.

You acknowledge and agree that all transactions submitted by you to Nadex will comply with the Rules. You will, from time to time, run such tests and provide such information to Nadex as Nadex reasonably considers necessary to establish the functionality of your system and your compliance with Nadex Rules. In particular, at least once each year you will test your system's ability to block cleared swaps customer collateral pursuant to Nadex Rule 5.5(b)(iv) and provide Nadex with the results of such testing.

You shall monitor the Nadex System for all working orders and open positions of your customers. You and your customers are solely responsible for monitoring their respective trading account(s) and the status of any open orders or positions in such account(s) and for ensuring the correct execution of trades.

You shall have procedures in place to monitor all working orders submitted by you until execution is confirmed or cancellation is acknowledged by Nadex. Nadex is not responsible for any loss due to your and/or your customer's failure to cancel or replace an order prior to execution.

You shall monitor funding levels in your account. Acceptance of an order on the Nadex System does not constitute a representation by Nadex that there is sufficient collateral in your account to satisfy the accepted order. You hereby acknowledge your responsibility to keep apprised of current collateral requirements in connection with all trading activity, to post required collateral for trades entered by you and/or your customers and to remain liable for the losses incurred on all of such trades, regardless of whether there is sufficient collateral posted at the time the trade is entered.

You represent that you are a Futures Commission Merchant ("FCM") registered with the National Futures Association and have been approved as a swap firm. You shall submit to Nadex a letter confirming that you maintain all Customer funds deposited with you in appropriately labeled customer segregated funds accounts separated from funds of non-customers, as required by Commission regulations and Nadex Rules.

Neither you nor your customers may access the Nadex System to:

- Post or transmit any messages or content that violates any applicable local, state, national, international or foreign law, rule or regulation, including the rules and regulations promulgated by any Regulatory Agency; or
- Engage in any conduct or practice inconsistent with just and equitable principles of trade or conduct or practices detrimental to the best interests of the Market and/or its Members.

You agree that all communications with Nadex, including keystrokes or messages submitted by you on the Nadex System and any telephone calls between you and Nadex may be recorded without further notice, and such recordings may be provided to any Regulatory Agency (in conformance with applicable laws and regulations) and used as evidence in the event of any dispute. Such recordings will be and remain the sole property of Nadex and will, in the absence of manifest error, be accepted by you as evidence of the communications so recorded. The period of retention of such recordings shall be at the sole discretion of Nadex, which will act in conformity with applicable laws and regulations.

## AUTHORIZED ACCESS TO NADEX SYSTEM

Nadex is making available to you an interface through which you may access the Nadex System using the FIX protocol. This access is being made available for the trading by your customers of certain Nadex Contracts under the terms and conditions stated in this Agreement and in the Nadex Rules.

You will be provided with a Member ID in order to gain access to the Nadex System. You are responsible for assigning each customer a unique position account. You also are responsible for assigning each customer a unique user ID and password and ensuring that only authorized customers will enter orders for submission by you to the Nadex System.

You shall provide Nadex, inter alia, with the position account identifier of each customer and shall ensure that each customer has been trained in a manner deemed appropriate by the FCM Member regarding the Rules and any amendments thereto, the proper use of the Nadex System, and the proper use of any terminal or other device used to enter orders for submission to the Nadex System. Nadex reserves the right to deny, terminate or suspend access to the Nadex System of any customer when such action would serve the best interests of Nadex and/or its Members.

You shall be fully responsible for timely performance of all obligations under or in connection with any Contract resulting from the submission of any order into the Nadex System under your Member ID, except to the extent provided by Nadex Rule 10.1 (Limitations of Liability).

As a condition of granting you FCM Membership privileges, you agree to;

- Authorize Nadex to rely upon any instruction received through use of your access to the Nadex System or through any written notice, request, direction or other document reasonably believed to be genuine and to have been signed or presented by you or on your behalf by your administrator or

other authorized person without further inquiry, and Nadex shall not be liable to you even if such instructions were not authorized by you;

- Immediately notify Nadex if you become aware of any deliberate or inadvertent unauthorized use of the Nadex System and you agree to cooperate with Nadex in investigating any unauthorized use;
- Authorize Nadex or its agents, in its sole discretion, to make or obtain reports concerning your financial condition and business conduct.

You agree that Nadex in its discretion may limit your volume of messaging traffic (e.g., messages per second submitted by you to Nadex).

You understand that Nadex may suspend, condition or revoke your membership privileges for any reason.

#### MEMBER ELIGIBILITY

As a FCM Member, you hereby represent and warrant the following:

- You satisfy all of the requirements for FCM Membership as set forth in the Rules, this Agreement and the Membership Application;
- You (i) are an entity (e.g., a corporation, limited liability company, or partnership) duly organized in the United States, in good standing, (ii) have the legal authority and are duly authorized and empowered to execute and deliver this Agreement and to open accounts and effect transactions in commodities, swaps, futures, and options on the Nadex System on behalf of such entity and its customers, (iii) have adequate financial resources and credit, (iv) shall not permit any Person other than your authorized customers and you to have any control over any trading account established with Nadex;
- Placing orders on the Nadex System does not and will not violate any governing documents, applicable law, or any judgment, decree, order or agreement to which you or your property is subject, and this Agreement is binding on and enforceable against you in accordance with its terms;
- You have made and will make to Nadex all disclosures required by this Agreement, the Rules, the Membership Application or under Applicable Law;
- Any financial or other information you provide to Nadex or its agents in connection with this Agreement and the accompanying Membership Application or pursuant to the Rules or otherwise, is and will be accurate and complete in all respects; and
- You agree to provide Nadex in the future with information and documentation that Nadex may request pursuant to this Agreement or the Rules.

You agree to promptly notify Nadex in writing if the information provided in your Membership Application, this Agreement or otherwise is no longer materially accurate or complete.

#### MEMBER DEFAULT

In the event that:

- You or any of your employees and/or associated persons breach or fail to timely perform any of your or their material obligations under this Agreement or the Rules, or otherwise in respect of any Contract;
- You fail to deposit or maintain any required collateral or fail to make any other payment required with respect to any Contract;
- Any representation made by you hereunder including all documents incorporated by reference is not or ceases to be accurate and complete in any material respect;
- A case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed by or against you;
- Any warrant or order of attachment is issued against any of your accounts or a judgment is levied against any such account;
- You fail to provide adequate assurances acceptable to Nadex after Nadex has requested that such assurances be provided within a reasonable period of time under the circumstances, whenever Nadex considers such assurances necessary for the protection of Nadex, its Members and/or the Market;

then Nadex shall have the right, without limitation, to:

- Close out any or all open Contracts;
- Cancel any of your or your customers' outstanding orders;
- Treat any and all of your obligations to Nadex as immediately due and owing;
- Set-off any Nadex obligation to you against any of your obligations to Nadex;
- Require that you liquidate any collateral held in your account on your behalf to satisfy your obligations to Nadex;

- Terminate any or all of Nadex's obligations for future performance with respect to your trading account;
- Terminate your access to Nadex; and/or
- Proceed with any other appropriate action in accordance with the Rules.

Nadex shall make reasonable efforts to inform you that it will take or has taken any of the aforementioned actions.

#### THE NADEX ELECTRONIC TRADING SYSTEM

Nadex is permitting you to access the Nadex System for trading certain Contracts under the terms and conditions stated in this Agreement and in the Nadex Rules. You understand that the Nadex System may be accessed only through the Internet or through a dedicated private circuit. In this regard, Nadex agrees to permit you to build an Interface to connect your computer network to the Nadex System using the FIX Protocol.

**Security** You are responsible for keeping your systems that are connected to Nadex, including all the servers, hardware, and software applications, secure at all times from unauthorized access or use and you will be responsible for any transactions submitted to the Nadex System by any unauthorized party accessing your system. You agree to provide Nadex with such information as it may request regarding your system's security and to allow Nadex, upon reasonable notice to you, to audit your system's security.

**API Development, Installation, Maintenance, Modifications and Upgrades** You will be responsible for the provision of all equipment and network services necessary for connecting to the Nadex System.

When connecting to the Nadex System via an API between your system and the Nadex System you will be required to follow all conformance tests and procedures required by Nadex and to receive written approval by Nadex of conformance before any use of the Nadex System in a live production environment. You acknowledge you will be both responsible and liable for any errors or failure in your implementation of the API.

You will be responsible for all maintenance and support services required in order for you to gain access to the Nadex System.

You will, from time to time, run such tests and provide such information to us as we reasonably consider necessary to establish the functionality of access to the Nadex System.

Nadex reserves the right to make such modifications, improvements or additions to the Nadex System or any part of parts thereof in Nadex's sole discretion. Nadex will provide you with reasonable notice of any such modifications, improvements or additions.

**Transmission of Data** You agree that you are responsible for building and testing the Interface to the Nadex System and that you are responsible for the accuracy and completeness of all information, data, instructions, orders, trades or communication of whatever means that you transmit through the Interface to the Nadex System.

Any electronic transmissions of orders, confirmations or other trade related information between us will be in conformity with the Nadex FIX Specifications Guide and interpreted by and subject to the Nadex Rules, as amended from time to time.

**No Liability.** You understand that while the Internet and dedicated private circuits are generally dependable, technical problems or other conditions may delay or prevent you from entering or canceling an order or orders on the Nadex System, or may delay or prevent an order or orders transmitted to the Nadex System from being executed. YOU ALSO AGREE THAT NO NADEX AFFILIATE SHALL BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR DAMAGE SUSTAINED BY A MEMBER, INCLUDING ANY CONSEQUENTIAL LOSS, LOSS OF PROFIT OR LOSS OF TRADING OPPORTUNITY, AS A RESULT OF ANY ACTUAL OR PROPOSED TRANSACTIONS OR AS A DIRECT OR INDIRECT RESULT OF ANY SERVICES PROVIDED BY NADEX AFFILIATES (INCLUDING, WITHOUT LIMITATION, ANY FAILURE IN NADEX'S SYSTEMS OR ANY INACCURATE INFORMATION PROVIDED BY A NADEX AFFILIATE), UNLESS THE RELEVANT NADEX PARTY IS DETERMINED BY FINAL RULING OF AN ARBITRATION PROCEEDING TO HAVE ACTED OR FAILED TO ACT IN A MANNER THAT IS GROSSLY NEGLIGENT, RECKLESS, OR FRAUDULENT. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE CEA, THE REGULATIONS OF THE COMMISSION, OR BY ACTS OF WILLFUL OR WANTON MISCONDUCT OR FRAUD.

You acknowledge that the information concerning trading and account activity, quotes, and other information that may be provided to you by Nadex from time to time, (collectively referred to as the "Information,") is the property of Nadex and may be protected by applicable laws. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner other than to your customers without the express written consent of Nadex and not to use the Information for any unlawful purpose.

You shall be responsible for providing and maintaining the means by which you will access the Nadex System, which may include a dedicated private circuit, modem, virtual private network or other access line. You are responsible for all access and service fees necessary for you to connect to the Nadex System and you are responsible for all charges incurred by you in accessing the Nadex System.

#### EXCHANGE FEES AND OTHER CHARGES

You will be liable for all payments of any fees relating to the execution and settlement of transactions on the Nadex System or charges associated with other services rendered by us for you and/or your customers at such rate as determined by Nadex or as otherwise agreed upon between you and Nadex. All such fees and charges shall be due promptly upon receipt. Nadex, in its sole discretion, may change the fees and charges at any time. Nadex will notify you of any such changes as described under the "Notice" section below.

#### NOTICE

You consent to receive all communications, including but not limited to, confirmations, amendments to this Agreement, amendments to the Nadex Rules and policies, notices and any correspondence relating to your Nadex account(s) or membership from Nadex, or any other written communication by (i) FIX messaging to the location provided by you in connection with a FIX connection agreement, (ii) electronic mail ("email") to the email address(es) provided by you with this Agreement and/or the Membership Application, (iii) mail through the U.S. post office to the address provided by you in this Agreement or the Membership Application, or (iv) posted on the Nadex website under the Nadex Notices section of the website, unless otherwise agreed upon between you and Nadex. It is your responsibility to check the "Nadex Notices" section of the website on a regular basis while maintaining a membership on Nadex.

Confirmations of transactions sent to you shall be conclusive and final unless you notify Nadex of an error within five (5) days of Nadex sending the confirmation.

All communication from you to Nadex shall be sent by either (i) certified mail or a recognized overnight courier, upon receipt as indicated by the date on the signed receipt to the physical address posted on its website or (ii) or email to the contact addresses on its website.

#### TERMINATION

This Agreement may be terminated by you or Nadex at any time by giving written notice to the other party. Upon the termination of this Agreement and otherwise at the request of Nadex, you agree that your open orders or the open orders of your customers may be cancelled and you and your customers shall remain subject to the jurisdiction of Nadex with respect to any investigation or proceeding commenced against you by Nadex and any arbitration filed against you; provided that the investigation, proceeding or arbitration is commenced not more than one year after the effective date of your termination. You and your customers may remain subject to the jurisdiction of the CFTC.

The termination of this Agreement will not prejudice any accrued rights or obligations relating to any transaction effected prior to termination, or any right or remedy available to Nadex. The obligations of confidentiality, the warranty exclusions, limitations of liability, the mandatory arbitration provision, and choice of law provision stated in this Agreement will survive termination as well as the suspension or restriction of your access to the Nadex System.

Nadex reserves the right to terminate your Account or block access to the Nadex System for any reason allowable under applicable law.

#### NO WARRANTY

YOU UNDERSTAND THAT NADEX, ITS AFFILIATES, AND SUPPLIERS PROVIDE THE NADEX SYSTEM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. NADEX, ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### ELECTRONIC TRADING RISK DISCLOSURE

There are numerous risks associated with the Contracts traded through Nadex and with the trading system itself. Notwithstanding said risks, you assume the financial and other known risks involved in intermediating the trading of these Contracts.

**The risk of loss in trading Contracts on Nadex can be substantial and is a highly speculative activity involving high leverage and volatile markets. Trading through the Internet or other dedicated lines of communication involves many interrelated systems, including hardware,**

**software, telephony, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade. During any time that Nadex is inaccessible for whatever reason, orders may not be entered, cancelled, or modified. Additionally, although Nadex and its systems provider(s) have taken precautions, such as redundant systems, to prevent such an occurrence, if the Nadex system suffers a catastrophic failure, there is a chance your orders and their priority in the order queue could be lost. Nadex is not responsible or liable for any effect on the ability to trade caused by any malfunction of the Internet, computing systems, or their related components. You understand that at various times trading of a particular Contract on Nadex may cease due to a lack of bids or offers for that Contract and, on certain specific trading dates, a Contract will expire pursuant to its terms even if the Nadex System is not accessible. You freely assume these risks and hold Nadex, its affiliates and their respective directors, officers, employees, agents harmless against any such losses resulting from these risks.**

#### MANDATORY ARBITRATION

Any controversy or claim arising out of or in connection with this Agreement or the performance or breach hereof, or relating to your account(s), including any claim against Nadex, or any other Nadex Member, shall be settled by arbitration as set forth in the Nadex Rules.

#### CHOICE OF LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

#### MISCELLANEOUS

(a) **Order of Precedence.** In the event of any conflict among this Agreement and any of the documents incorporated herein by reference, the following order of precedence will apply: Nadex Rules; entity certification or authorization that is supplemental to this Agreement including the Membership Application; this Agreement itself (excluding documents incorporated herein by reference).

(b) **Assignment.** You may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Nadex, its successors and assigns, you and your legal representatives, executors, trustees, administrators, and (if an assignment cannot be prohibited) Your successors and assigns.

(c) **Severability.** If any part, term, or provision of this Agreement is held by any body of competent jurisdiction to be illegal or in conflict with any laws or regulations, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties and the validity of the remaining portions or provisions shall not be affected or impaired.

(d) **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and those incorporated by reference. Notwithstanding the above, you acknowledge that from time to time, you may enter into certain additional agreements with, or receive certain disclosure documents from, Nadex, and such other agreements or documents shall be valid and binding upon you as a Member of Nadex.

(e) **Amendment.** This Agreement may be amended unilaterally by Nadex upon written notice to you. You will be deemed to agree to each such amendment if you do not terminate this Agreement prior to the effective date of the amendment.

(f) **Waiver.** Failure of either party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

(g) **Cumulative Remedies.** The rights and remedies conferred upon Nadex herein shall be cumulative, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.

BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT AND EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.

MEMBER APPLICANT

Member Applicant Name:

ACCEPTED AND APPROVED BY NADEX

North American Derivatives Exchange, Inc.

By:

By:

Print Name:

Print Name:

Its:

Its:

Date:

Date:

APPLICATION FOR FCM MEMBERSHIP ENTITY INFORMATION

Organization's Legal Name:

FORM OF ORGANIZATION (SELECT ONE):

- Corporation organized under the laws of
- Limited Partnership organized under the laws of
- Limited Liability Company organized under the laws of
- General Partnership organized under the laws of
- Other (describe)

Tax Identification Number:

CFTC Interim Compliant Identifier ("CICI"):

NFA ID Number:

ADDRESS:

(Street 1)

(Street 2)

(City, State Zip Code)

Registered Agent for Service of Process in Illinois:

Administrator:

(Name)

(Tel. No.)

(Facsimile No)

(Email)

LIST ANY PERSON OR ENTITY THAT OWNS OR CONTROLS 5% OR MORE OF YOUR ORGANIZATION:

- Name: %
- Name: %
- Name: %
- Name: %
- Name: %

LIST OFFICERS:

- |                                |           |       |
|--------------------------------|-----------|-------|
| Chief Executive Officer:       | Phone No. | Email |
| Chief Operating Officer:       | Phone No. | Email |
| Chief Financial Officer:       | Phone No. | Email |
| IT Contact Person:             | Phone No. | Email |
| Compliance Officer:            | Phone No. | Email |
| Legal Counsel / Legal Contact: | Phone No. | Email |



LIST THE OFFICER WHO WILL BE RESPONSIBLE FOR SUPERVISING ALL ACTIVITIES OF FCM EMPLOYEES RELATING TO TRANSACTIONS EFFECTED ON NADEX OR SUBJECT TO NADEX RULES:

Officer:	Phone No.	Email
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List all Exchange Memberships:

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Identify your Designated Self-Regulatory Organization:

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List any Branch Office locations:

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Identify any Guaranteed Introducing Brokers (Name and NFA ID Number):

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Describe the Organization's business generally and your expected business on Nadex:

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Banking Information:

Bank Name:

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Bank ABA Number:

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Account Number:

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**DISCIPLINARY HISTORY:**

If any response to questions (a) - (l) is "yes", please attach a full explanation and all official documents.

Has your organization or any of its principals:	Yes	No
(a) Ever been refused admission to, or withdrawn an application for membership in any securities or commodities exchange, or any trade or business organization?		
(b) Ever been or presently are suspended, expelled, fined, censured, or otherwise disciplined, or found to have violated a by-law rule or regulation of a securities or commodities exchange, banking agency, or other financial institution or trade or business organization or entered into an offer of settlement therewith?		
(c) Ever been or presently are suspended, expelled, fined, censured, or found to have violated any federal or state securities, commodities or banking law or regulation by any state or federal government agency?		
(d) Ever been or presently are the subject of any investigation by any securities or commodities exchange or government agency?		
(e) Ever been arrested or indicted for any crime involving the purchase, sale, or delivery of any security or commodity, or arising out of conduct as a broker, dealer, fiduciary, commodity firm, investment company, investment advisor, or any crime involving violence or threats of violence against any person, dishonesty, wrongful taking of property, fraud, or conspiracy to commit any of the foregoing?		
(f) Ever been convicted of, pleaded guilty or nolo contendere to any criminal charge including a misdemeanor and/or felony?		
(g) Ever been the subject of any bankruptcy proceeding, receivership, arrangement for the benefit of creditors, or a financial judgment (tax or otherwise), made restitution, or otherwise been in financial difficulties which were the subject of legal proceedings, whether voluntary or involuntary?		
(h) Ever been involved in litigation which resulted in a judgment against you which is presently unsatisfied?		
(i) Ever been involved in litigation alleging fraud, deceit, misrepresentation, breach of fiduciary duties or similar activities which resulted in a judgment against you?		
(j) Ever made application for state or federal business occupational license, certification, or a permit that was denied or withdrawn, or has such license ever been suspended or revoked, or enjoined, temporarily or otherwise?		
(k) Ever been subject to any disciplinary action or termination by an employer?		
(l) Ever discharged or permitted to resign from any employment due to a complaint or legal proceeding?		