

**INTERNATIONAL UNIFORM BROKERAGE EXECUTION SERVICES (“GIVE-UP”) AGREEMENT:**  
**LME TRADER VERSION (3) 2006<sup>1</sup>**

**CAUTION: THIS AGREEMENT IS DESIGNED AS A BASIC DOCUMENT FOR MARKET PARTICIPANTS ENGAGING IN “GIVE-UP” TRANSACTIONS. IT IS NOT INTENDED TO SERVE AS AN ALL ENCOMPASSING DOCUMENT FOR USE BY ALL PARTIES UNDER ALL CIRCUMSTANCES. PARTIES SHOULD CAREFULLY CONSIDER THE FULL SCOPE OF REGULATORY (INCLUDING EXCHANGE) AND COMMERCIAL TERMS THAT MAY BE APPLICABLE TO THEIR PARTICULAR CIRCUMSTANCES AND MAY ELECT TO ENTER INTO MORE DETAILED CUSTOMER AGREEMENTS AT THE OUTSET OR DURING THE COURSE OF THEIR RELATIONSHIP.**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and among

\_\_\_\_\_ (“LME Executing Member”)

\_\_\_\_\_ (“Executing Broker”)

\_\_\_\_\_ (“LME Clearing Member”)

\_\_\_\_\_ (“Carrying Broker”)

\_\_\_\_\_ (“Trader” on its own behalf and,  
if authorized, on behalf of “Customer”), and

\_\_\_\_\_ (“Customer” if “Trader” is not authorized to  
sign on behalf of “Customer”).

1. All transactions executed orally, in writing or through an electronic order facility or cleared hereunder shall be subject to applicable laws, governmental, regulatory, self-regulatory, exchange or clearing house rules, regulations, interpretations, protocols and the customs and usages of the exchange or clearing house on which they are executed and cleared, as in force from time to time (“Applicable Law”). All disputes relating to transactions executed or cleared under this Agreement shall be governed by and settled pursuant to Applicable Law and shall be subject to the jurisdiction of the exchange (and, if applicable, its clearing house) upon which the dispute arises. The parties to this Agreement shall perform their respective obligations and exercise their respective rights under this Agreement (including, but not limited to, rejecting a Customer order, calling a Customer for margin or providing any notice specified herein) using commercially reasonable judgement, in a commercially reasonable manner under the circumstances, and consistent with Applicable Law.
2. Customer authorizes Executing Broker to execute orders for Customer as transmitted orally, in writing or through an electronic order facility by Trader to Executing Broker and to pass such orders on to LME Executing Member, or, as permitted by Applicable Law, directly to an exchange. Executing Broker reserves the right to reject an order that Trader may transmit to Executing Broker for execution and shall promptly notify Trader of any such rejection. Carrying Broker may, upon prior notice to Executing Broker, Trader and LME Clearing Member, place limits or conditions on the positions it will accept for give-up for Customer’s account. In the event this Agreement is executed on behalf of Customer by Trader, Trader hereby represents and warrants that Trader is expressly authorized by Customer to enter into this Agreement on Customer’s behalf, and that this authorization will remain effective unless Customer or Trader provides prior written notice to Executing Broker and Carrying Broker.
3. Unless otherwise agreed in writing, each of the parties authorizes Executing Broker, LME Executing Member, LME Clearing Member and Carrying Broker to use the services of one or more other persons or entities in connection with their obligations under this Agreement; provided, however, that Executing Broker, LME Executing Member, LME Clearing Member and Carrying Broker remain responsible to Customer for the performance (or failure of performance) of their respective obligations and responsibilities under this Agreement.
4. Trader, whether placing orders orally, in writing or through an electronic order facility, will be responsible for accurate and valid placement of orders Executing Broker, and not LME Executing Member, LME Clearing Member nor Carrying Broker, will be responsible for determining that all orders are placed or authorized by Trader. Additionally, except as otherwise agreed in writing, Executing Broker will: (a) upon placement of the order by Trader, confirm the terms of the order with Trader if customary and practicable; (b) be responsible for the accurate execution of all such orders; (c) confirm the execution of such orders to Trader as soon as is practicable thereafter. LME Executing Member will: (a) upon placement of the order by Executing Broker, confirm the terms of the order with Executing Broker, if customary and practicable; (b) be responsible for the accurate execution of all such orders; (c) confirm the execution of such orders to Executing Broker as soon as is practicable thereafter; and (d) transmit such executed orders to LME Clearing Member as soon as practicable, but in no event later than the period mandated by Applicable Law. Subject to Section 2 herein, LME Clearing Member and Carrying Broker shall be responsible for clearing all executed orders transmitted to LME Clearing Member and Carrying Broker. Unless otherwise provided by Applicable Law, neither Executing Broker nor LME Executing Member, LME Clearing Member, Carrying Broker or Trader shall be responsible or liable for losses or damages resulting from: (x) error, negligence or misconduct of Customer and/or exchange or clearing house; (y) failure of transmission or communication or electronic order facilities; or (z) any other cause or causes beyond their control.
5. Executing Broker will, where applicable, bill commissions for executing trades, as elected in Section 12 below, on a monthly basis. Trader, LME Clearing Member or Carrying Broker, as elected in Section 12 below, shall be responsible for verifying billing and making payment. LME Clearing Member will, where applicable, pay floor brokerage fees, as well as any exchange or clearing house fees, incurred for all transactions

<sup>1</sup> This Uniform Agreement was prepared in consultation with the FIA, MFA and FOA. 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 International Uniform Brokerage Execution Services (“Give-Up”) Agreement: Trader Version 2006 and has not been modified in any respect.

- executed by Executing Broker and/or LME Executing Member for and on behalf of Customer and subsequently accepted by LME Clearing Member and Carrying Broker.
6. In the event that Trader disputes or denies knowledge of any transaction, LME Clearing Member, Carrying Broker, Executing Broker or LME Executing Member shall be authorized to liquidate or otherwise offset the disputed position. Where practicable, prior notice of such liquidation or offset shall be provided to the other parties to this Agreement.
  7. In the event that LME Clearing Member or Carrying Broker do not, for any reason, accept a trade transmitted to them by Executing Broker or LME Executing Member, then LME Clearing Member or Carrying Broker shall promptly notify the other parties of such non-acceptance, and Executing Broker, or LME Executing Member if applicable, shall at its option be entitled:
    - (a) to close out Customer's trade by such sale, purchase, disposal or other cancellation transaction as Executing Broker or LME Executing Member may determine, whether on the market, by private contract or any other appropriate method. Executing Broker shall promptly notify Trader of such close out. Any balance resulting from such close out shall be promptly settled between Executing Broker and Customer; or
    - (b) to transfer Customer's trades to another clearing broker as instructed by Customer or Trader; or
    - (c) to clear Customer's trade in accordance with the following terms:
      - i. Customer shall be fully liable for any and all obligations arising out of or related to transactions entered into or carried in Customer's account by Executing Broker; including, but not limited to: 1) debit balances, 2) exchange or clearing house fees, and 3) brokerage, commissions, and applicable fees charged by Executing Broker;
      - ii. Executing Broker shall have the right to call Customer for margin in such amounts, in such form, by such time and in such manner as may be required by Executing Broker. If Customer fails to meet such margin call within such specified time, or if Executing Broker; in its discretion, otherwise deems it appropriate for Executing Broker's protection, Executing Broker may close out Customer's trade pursuant to sub-paragraph (a) above;
      - iii. Customer acknowledges that Customer's trades may be subject to exercise or delivery assignments, where applicable.
  8. Customer acknowledges that all notices and disclosures that are provided by Carrying Broker to Customer (or Customer's representative) pursuant to Applicable Law, will be deemed, for purposes of Section 7 of this Agreement, as if received by Customer from Executing Broker as well as from Carrying Broker. Carrying Broker represents, warrants and covenants to Executing Broker that it has provided, and will provide, all required notices and disclosures to Customer (or Customer's representative).
  9. This Agreement may be terminated by any of the parties hereto upon prior written notice to the other parties. Any such termination shall have no effect upon any party's rights and obligations arising out of transactions executed prior to such termination.
  10. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of \_\_\_\_\_, without regard to principles of choice of law.
  11. This Agreement shall not amend or vary any clearing or electronic services agreement between Carrying Broker and Customer or Executing Broker and Trader and/or Customer. In the event of a conflict between this Agreement and such other clearing or electronic services agreement with respect to the execution, clearing or carrying of Customer's trades, such other clearing or electronic services agreement will control with respect thereto.
  12. Executing Broker, where applicable, will bill commissions in the amount of \_\_\_\_\_ per contract per half turn, or as specified on attached Addendum, rate schedule, or as separately agreed, to:
 

Customer     Carrying Broker     Trader     LME Clearing Member     Include all commissions in price
  13. Each party consents to the electronic recording, without the use of an automatic warning tone, of all telephone conversations between or among the parties and their representatives.
  14. Unless otherwise prohibited by Applicable Law, any party to this Agreement, from time to time, may add additional accounts to be governed by this Agreement by prior written notice (which may be by facsimile or other electronic transmission) to the other parties, provided that (i) Customer's authorized signatory is authorized to enter into and sign this Agreement on behalf of such accounts, (ii) the same fees agreed to herein apply, and (iii) valid clearing accounts for such accounts exist at the Carrying Broker.
  15. Where this Agreement is executed by Trader on behalf of more than one Customer, it is understood and agreed that (i) this Agreement shall constitute a separate agreement with each such Customer, as if each such Customer had acknowledged and executed a separate Agreement naming only itself as the party thereto and (ii) no Customer shall have any liability under this Agreement for the obligations of any other Customer.
  16. This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original.

Customer's Name or Account Number(s) with Carrying Broker: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth above.

\_\_\_\_\_  
[Name of Trader, on its own behalf, and  
as Customer's authorized agent]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Name of LME Executing Member]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Name of Carrying Broker]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Name of Executing Broker]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Name of LME Clearing Member]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name and Title]

**ADDENDUM TO  
INTERNATIONAL UNIFORM BROKERAGE EXECUTION SERVICES (“GIVE-UP”) AGREEMENT  
MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**

**CONTACT PERSONS**

*Any notices or problems regarding these transactions should immediately be brought to the attention of the contact persons of each of the parties hereto, whose names, addresses, and numbers are set forth below. Each party may change its operational contact by notice to the others.*

**Carrying Broker**

Name:  
Contact  
Name of Person:  
Address:  
  
Telephone No.:  
Fax No.:  
E-mail:

**Executing Broker**

Name:  
For Trading  
Name of Person:  
Address:  
  
Telephone No.:  
Fax No.:  
E-mail:

**LME Clearing Member**

Name:  
Contact  
Name of Person:  
Address:  
  
Telephone No.:  
Fax No.:  
E-mail:

**For Documentation**

Name:  
Address:  
  
Telephone No.:  
Fax No.:  
E-Mail:

**Trader**

Name:  
Contact  
Name of Person:  
Address:  
  
Telephone No.:  
Fax No.:  
E-mail:

**LME Executing Member**

Name:  
Contact  
Name of Person:  
Address:  
  
Telephone No.:  
Fax No.:  
E-mail:

**CUSTOMER’S ACCOUNT**

*Customer’s account name and/or number(s) with Carrying Broker.*