

DISCRETIONARY ACCOUNT DISCLOSURE ACKNOWLEDGEMENT

Complete either Section A or B below

A. Acknowledgement of Receipt of Disclosure Document from Agent

Customer acknowledges that it has received a disclosure document prepared pursuant to Regulation 4.31 of the Commodity Futures Trading Commission from _____, the Commodity Trading Advisor that the Customer has authorized to trade its account.

Signature X	Date	Signature X	Date
Customer		Joint Customer	

The Agent is a CFTC registered and licensed commodity trading advisor and member of the National Futures Association, and has provided a copy of the disclosure document pursuant to CFTC Regulation 4.31 to the Customer. In addition, First Capitol Group, a division of Penson GHCO, d/b/a efutures.com is hereby granted permission to record telephone conversations between its employees and the commodity trading advisor.

Name of Commodity Trading Advisor

NFA ID Number

Signature of Commodity Trading Advisor

Date

B. Acknowledgement of Trading Authorization by Customer and Agent's Statement Concerning Provision of Disclosure Document.

The Customer has not been provided with a disclosure document pursuant to Regulation 4.31 of the CFTC by the Agent that it has authorized to trade its account.

Signature X	Date	Signature X	Date
Customer		Joint Customer	

The undersigned Agent appointed by the above power of attorney, is not required to provide a disclosure document pursuant to CFTC Regulation 4.31 because it is not required to register as a commodity trading advisor pursuant to section 4 of the Commodity Exchange Act because:

- During the preceding 12 months it has not furnished commodity trading advice to more than 15 persons and it does not hold itself out generally to the public as a commodity trading advisor.
- It is not domiciled in the U.S. and does not solicit U.S. domiciled customers.
- Other reason. Please describe exemption:

In addition, First Capitol Group, a division of Penson GHCO, d/b/a efutures.com is hereby granted permission to record telephone conversations between its employees and the account controller.

Name of Account Controller

Account Controller's Social Security Number

Signature of Account Controller

Date

POWER OF ATTORNEY

Limited to Purchases and Sales of Futures Contracts

The Customer hereby authorized _____ whose address is _____ and email address is _____, as its agent and attorney to buy, sell and trade in futures in accordance with First Capitol Group, a division of Penson GHCO, doing business as efutures.com, (herein collectively "Broker") terms and conditions for the Customer's account and risk and in the Customer's name through Broker. The Customer hereby agrees to indemnify and hold Broker harmless from and to pay Broker promptly on demand any and all losses arising therefrom or debit balance due thereon.

In all such purchases, sales or trades, Broker is authorized to follow the instructions of the aforesaid agent in every respect concerning the Customer's account with Broker; and it is authorized to act for the Customer and in the Customer's behalf in the same manner and with the same force and effect as the Customer might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The Customer hereby ratifies and confirms any and all transactions with Broker heretofore or hereafter made by the aforesaid agent for the Customer's account.

This authorization and indemnify is in addition to (and in no way limits or restricts) any rights which Broker may have under any other agreement or agreements between the Customer and Broker.

This authorization and indemnify is a continuing one and shall remain in full force and effect until revoked by the Customer by a written notice addressed to Broker and delivered to Broker's office at One Insight Drive, Platteville, Wisconsin 53818, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnify shall inure to the benefit of Broker and any successors or assigns.

Customer understands fully the obligations, which Customer has assumed by executing this document. Customer understands that Broker is in no way responsible for any loss occasioned by the actions of the individual or organization named above and that Broker does not, by implication or otherwise, endorse the operating methods of such individual or organization. Customer further understands that exchanges have no jurisdiction over a non-member who is not employed by an exchange member and that if Customer gives to such individual or organization authority to exercise any of its rights over its account it does so at its own risk.

Date_____
Print Customer Name

X _____

Customer Signature

Date_____
Print Joint Customer Name

X _____

Joint Customer Signature

In presence of:

X _____

Witness Signature