

ICE Futures U.S., Inc.
ATOM® for Clearing Members Processing Agreement

This Agreement, dated as of _____, 20__ is between ICE Futures U.S., Inc. (the "Exchange") and _____, a clearing member of the Exchange (hereinafter the clearing member is referred to as the "Customer").

Recitals

The Customer wishes to have the Exchange initiate debit entries, pursuant to the terms of this Agreement, to its account specified below (the "Account") in payment of fees owed by the Customer to individuals who have performed trade execution services for the Customer (hereinafter the individuals are referred to as "Brokers"). The Exchange, using the services of The Clearing Corporation or any other agent selected by the Exchange is willing to initiate such entries on the terms set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Exchange and the Customer agree as follows:

1. Authorization

Subject to the terms set forth below, the Customer authorizes the Exchange or its agent to initiate Automatic Clearing House ("ACH") debit entries to the Account in accordance with the policies for collecting fees that are owed from time to time by the Customer to Brokers resulting from services provided by Brokers to the Customer. Further, the Customer authorizes the Exchange or its agent to initiate ACH credit entries to the Account in the event of a mistake, error or omission by the Exchange or its agent relating to the debit entry. Such credit entry would be to correct errors and omissions and to return fees previously collected from Clearing Members for payment to a Broker that could not be credited to a Broker's account.

2. Calculation of Obligation

The Exchange or its agent will calculate the fees due to each Broker based on the number of contracts executed for and cleared by the Customer during the calendar month. The fees will be set by the Customer. The Exchange or its agent will provide the Customer with the opportunity to calculate the fees that the Customer wishes to pay Brokers for the performance of trade execution services. The Customer authorizes the financial institution identified in paragraph 16 to pay over to the Exchange or its agent those sums that are from time to time owed by the Customer to Brokers as identified by the Exchange or its agent in their debit entries to the Account.

3. Brokerage Fee Transfers

The Exchange or its agent will, using the ACH system, debit the Customer's Account identified in paragraph 16, the amount calculated pursuant to the provisions of paragraph 2 and credit the Broker's account a like amount minus service fees, if any, paid by Broker to the Exchange or its agent.

4. Reports

The Exchange or its agent will provide reports on a periodic basis to the Customer and Brokers which contain a calculation of the trades and fees, including a complete report of the payments made showing all pertinent data and related information. The Exchange or its agent also will provide on an annual basis two copies of Form 1099 Miscellaneous Reports required to be filed with the Internal Revenue Service ("IRS") for Brokers ("1099 Reports"), other than Brokers that are

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subject to back-up withholding and Brokers with zero year-to-date earnings. The Exchange or its agent will file copies of such 1099 Reports, together with related reports required by law to be filed with the IRS. Reports currently required by laws to be filed with the IRS for the services provided hereunder will be filed in the form currently prescribed by the IRS without additional cost to the Customer.

5. Fees

The Customer agrees to pay the Exchange or its agent a monthly service fee of \$7.50 , or such other rate as specified by the Exchange from time to time, for each Broker to whom the Customer makes a payment utilizing the services provided hereunder, provided, however, no fee shall be paid for any month wherein the payment to a Broker is less than \$10.00. The Customer also will pay the Exchange or its agent \$10.00 per 1099 Report for Brokers. The Customer agrees to pay the Exchange or its agent for all services within fifteen (15) days from the date of the presentation of an invoice for such services or by direct debit from Customer's Account if such procedure is established between the Customer and the Exchange or its agent.

6. The Liability of the Exchange and its Agents

The Customer acknowledges and agrees that neither the Exchange nor the clearing organization (the "Clearing Organization") nor their respective officers, directors, employees or agents (individually an "Exchange Official" and collectively the "Exchange Officials") shall be liable under any circumstances whatsoever to the Customer for any damages from any cause whatsoever, regardless of the form(s) of action, whether in contract, tort, or otherwise which relates directly or indirectly to the services provided under this Agreement, including but not limited to damages as a result of failing to notify or as a result of providing an incorrect or partial notification to the bank of any matter relating to obligations and payments, except in the event of willful misconduct or gross negligence by the Exchange, the Clearing Organization or an Exchange Official. Further, in no event and under no circumstances whatsoever shall the Exchange, the Clearing Organization, any Exchange Official or the Customer be liable for any special, punitive, exemplary, incidental or consequential damages or for lost profits or commercial losses, direct or indirect, from any cause, whether or not the Exchange, the Clearing Organization, Exchange Official or the Customer has received notice of the possibility or certainty of such damages or losses.

7. Financial Institution Change

The Customer agrees that it will provide a newly executed agreement at least twenty (20) days in advance of the change in the financial institution or account name and number identified in paragraph 16.

8. Liabilities of Parties

Neither the Exchange, the Clearing Organization, the Exchange Officials nor the Customer shall be liable for the act or omission of any Automated Clearing House, financial institution, or other person.

9. Indemnification

The Customer hereby indemnifies and holds the Exchange, the Clearing Organization and each Exchange Official harmless from any and all liability, loss, damages, interest claims, and expenses, including court costs and attorneys' fees, which the Exchange, the Clearing Organization or any Exchange Officials sustain or incur as a consequence of any claim, proceeding, or court action that is made against the Exchange, the Clearing Organization or any Exchange Official by a Broker or any other person which relates directly or indirectly in any manner whatsoever to the services provided under this Agreement, including but not limited to the notification, partial notification or

lack of notification concerning obligations and payments, except in the event of willful misconduct or gross negligence by the Exchange, the Clearing Organization or any Exchange Official.

10. Compliance

The Customer and the Exchange and its agents will comply with and be bound by the policies and procedures in effect from time to time relating to the ACH system and the financial institution identified in paragraph 16 that relate to this Agreement.

11. Notices

Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered mail, postage prepaid, and, if to the Exchange, addressed to:

ICE Futures U.S., Inc.
ATTN: General Counsel
55 East 52nd Street, 40th Floor
New York, NY 10055

unless another address is substituted by notice delivered or sent as provided herein. Any such notice shall be deemed given when delivered to the Exchange.

12. Termination

This Agreement may be terminated by the Exchange or the Customer at any time by giving twenty (20) days prior written notice to the other party. Notwithstanding such termination, this Agreement shall remain in force and effect as to all transactions that have occurred prior to the date of termination.

13. Headings

Headings are used for reference purposes only, and shall not be deemed a part of this Agreement.

14. Law Governing

This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to the conflicts of law principles thereof.

15. Entire Agreement

This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiation, representations, and agreements with respect hereto, and shall be binding upon the parties hereto, and their respective successors and assigns. This Agreement may be amended only by a writing signed by both parties.

16. Customer's Account

The Account referred to in this Agreement is the following deposit account maintained by the Customer:

Financial Institution _____

Branch Name _____
Specific Address of Branch _____

Bank Contact Person _____

Telephone(s) _____

Account Name _____

Account Type (check one) Savings _____ Checking _____

Account Number _____

Bank Routing Number _____

Taxpayer I.D. Number _____

TEFRA Exempt (check one) Yes _____ No _____

Date on which you want fee calculations to begin _____

Name of Customer of Division to be Billed _____

Clearing Member Division to be Associated with this Firm for Payment Purposes _____

Attach a Voided Check or Copy Thereof Below

EXCHANGE

CLEARING MEMBER/CUSTOMER

By _____
(Signature)

By _____
(Signature)

Name _____
(Print or Type)

Name _____
(Print or Type)

Title _____
(Print or Type)

Title _____
(Print or Type)

Date _____

Date _____
