

**Instructional Notice:** In order for an institution to participate in the FIA Technology Services, Inc. (“FIA Tech”) electronic document execution system (“DOCS”) (formerly known as the Electronic Give-Up System and Agreement (EGUS)), this **Adherence to the FIA Tech System User Agreement** must be completed. You must also read the Terms & Conditions for Use of the DOCS System (System User Agreement). The System User Agreement is posted on the FIA Tech web site as Docs System User Agreement. All capitalized terms are defined in the System User Agreement which is integrated by reference.

The Adherence document, among other things, asks you to acknowledge and agree that give-up agreements executed electronically on the system are legally binding in the same way as physical documents and that your institution agrees to be bound by electronic signatures. Each System User must click-through the **System User Agreement** upon accessing the system for the first time.

The Adherence document and the System User Agreement are the documents governing the expectations and obligations of the entire system user community. These documents are not negotiable except in rare instances such as on behalf of a sovereign entity.

Please complete the Adherence document and return the signature page to the address listed below.

By Mail:

DOCS 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**

The undersigned company (“System User”) hereby applies to use FIA Technology Services, Inc.’s (“FIA Tech”) electronic document execution system (“DOCS”) system and other related web-services which may be offered by FIA Tech (collectively, the “Service”).

The System User agrees that the terms of this Adherence document, the signature page, the online System User Agreement (integrated by reference, in whole, and Exhibit A), the relevant posted Service fees, and any automated click-through terms comprise the “Agreement” 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://fia-tech.com/resources/docs/#onboarding>)(Exhibit A). All capitalized terms not defined herein are defined in the System User Agreement.

Nothing in the Agreement shall affect the terms of any give-up agreement (“GUA”) or other agreement or document that is executed electronically using the DOCS (“e-Agreement”), or any other terms upon which System User(s) may agree between themselves with respect to a GUA or an e-Agreement.

### I. Specific Terms

System User agrees that this Adherence application, the Agreement, and the GUA(s) or e-Agreement(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 this Adherence agreement and any such GUA or e-Agreement will be deemed to be in “writing.” System User will not contest the legally binding nature, validity, or enforceability of this Adherence Agreement, nor any GUA or e-Agreement executed through the Service based on the fact that the document 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 the Futures Industry Association, Inc. shall have no involvement in and no responsibility or liability related to any GUA or e-Agreement.

System User agrees that the Agreement, including the 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. FIA Tech will notify your Administrator (identified below) of any substantive amendments to the Agreement. Such notices will be provided ten (10) United States business days prior to the effective change. All such notices will be sent by electronic mail to the address provided in this application for the Administrator.

It is System User’s obligation to keep Administrator and corporate information (the “System User Record”) up to date.

System User represents and warrants that it is authorized to bind and will be responsible for any other Person authorized by the undersigned to use the Services on System User’s behalf, including authorized employees, designees, agents, or affiliates.

If System User is subject to data laws that restrict the flow of Protected Personal Information (“PPI”), then it understands and acknowledges that FIA Tech collects, maintains, and processes PPI in one or more databases and, in the ordinary course of business, will transfer such data to the United States. System User has either: (i) determined for itself that such transfer is within an exception to any general prohibition against processing (such as, processing necessary for performance of a contract, or legitimate business interest), or (ii) obtained the individual’s consent to such processing. FIA Tech’s undertakings with respect to security and confidentiality of PPI are in the System User Agreement.

## II. Administrator and On-Boarding 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, or a designee for 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, or a designee for the Administrator, is solely responsible for controlling and monitoring the use of passwords and that the Administrator, or a designee for 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 or e-Agreements, whether or not such actions were authorized, unless solely through the gross negligence or wilful misconduct of FIA Tech.

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

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

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

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

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

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

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

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

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

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

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).

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

Signature: This Adherence Application and 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: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the dates written below.

Name of System User:

FIA Technology Services, Inc.

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: (month day, year) \_\_\_\_\_

Date: (month day, year) \_\_\_\_\_