



## SYSTEMS ACKNOWLEDGMENT

Customer has entered into a Customer Agreement with Peregrine Financial Group, Inc. ("PFG") to carry one or more accounts of Customer and to provide services to Customer in connection with the purchase and sale of cash commodities (including financial instruments), commodity futures contracts, options on cash commodities, options on futures contracts and forward or leverage contracts and any similar instruments which may be purchased or sold by or through PFG for Customer's account. Customer acknowledges that his/her account is self-directed. All provisions of the Customer Agreement shall remain in full force and effect.

Customer has informed PFG Customer will be using a trading system and/or trading newsletters that is of Customer's own devise, or that Customer has purchased one or more trading systems developed by an independent third-party system developer, or alternatively Customer subscribes to one or more independent trading newsletters (collectively referred to as the "System"). Customer has relied on his/her own judgement to choose the System.

1. Customer acknowledges that he/she is aware of the speculative nature and the high risks associated with the commodity trading in general and options trading in particular. Customer has provided the ideas, techniques and trading parameters used in the System, or alternatively, if it is an independent third-party developed system, trade recommendations service or hotline, Customer understands the System's trading parameters. Customer agrees that he/she have had the opportunity to ask questions on how Customer's account will be handled.
2. Customer acknowledges that PFG cannot guarantee that the trades made pursuant to the System will parallel trades shown by the system creator on his track record. In some instances, trades reflected on a track record may, in fact, have been unable to be executed due to market conditions. Customer acknowledges that he/she has not purchased the System from PFG and understands that there is no trading system or trading advice free from the risk of loss and that no one can guarantee profits or freedom from loss in commodity trading. PFG can not imply or guarantee that Customer will make a profit and Customer agrees that PFG will not be held responsible for the performance of the System or trading losses in Customer's account.
3. If my program is a third-party developed system, I authorize ATTAIN or their agents to incorporate revisions, upgrades or enhancements provided to it by the system developer. If my program is a trade recommendation service or hotline, I have arranged for the originator of the service or hotline to transmit the trade signals to be executed for my account. If more than one PFG client is using the same system as my program, I acknowledge that ATTAIN or their agents may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. I understand and acknowledge that ATTAIN will be responsible only for using his best efforts to execute, in a timely fashion, signals generated by my program. Neither PFG nor ATTAIN shall be responsible for mechanical or communication line failure, or system errors, or any other cause beyond its control. I acknowledge that ATTAIN can accept and execute orders only if actually received or generated and then on a "not held" basis, i.e., shall not be held responsible for the execution of the order at the price indicated or otherwise .
4. Customer understands and agrees that the System might generate more trades in any given day than would normally be acceptable in accordance with National Futures Association's guidelines concerning account equity to commission ratios. Customer further acknowledges that he/she has been apprised of the volume of trading and resulting commissions to be generated by the System and the impact this may have on the System's performance. Customer fully understands the limitations of hypothetical back-testing and real-time track records in predicting future performance and acknowledges that PFG and its agents, brokers, introducing brokers, affiliates or employees do not prepare and cannot be responsible for representations made in promotional materials provided to Customer by third parties.

5. Customer agrees that neither PFG nor any of its principals, officers, directors, employees, consultants, agents or affiliates will be liable for any act or omission in the course of or in connection with Customer's participation in the System. Customer shall indemnify PFG, its principals, officers, directors, employees, consultants, agents or affiliates from all liability (including reasonable attorney's fees) incurred resulting from Customer trading the System and any activities taken in connection therewith.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Program Information:

\_\_\_\_\_  
System Name

\_\_\_\_\_  
Number of Contracts

Attain Office Use:

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Initial and Date