

## Agreement for Executing Broker to Screen for Clearing Broker Limits<sup>1</sup>

This Agreement for Executing Broker to Screen for Clearing Broker Limits (the "Give-Up Screening Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Executing Broker") and \_\_\_\_\_ ("Clearing Broker"). This Give-Up Screening Agreement shall constitute an agreement within the meaning of CFTC Rule 1.73(a)(2)(iv) between the Executing Broker and Clearing Broker.

1. Executing Broker and Clearing Broker have entered into, and intend, from time to time subsequent to the date hereof, to enter into, various agreements in the form of the International Uniform Brokerage Execution Services ("Give-Up") Agreement: Customer Version (each such agreement, an "FIA GUA"), as published by the Futures Industry Association ("FIA") and without material modification in the respective capacities of Executing Broker and Clearing Broker with respect to Customers that execute orders through Executing Broker to be given up to Customer's respective account(s) at Clearing Broker for clearing (each a "Customer").
2. **Risk Limits.** Clearing Broker and Executing Broker hereby agree that the risk-based limits set forth in Exhibit A ("Risk Limits") shall apply to each Customer that executes an order through Executing Broker that is given up to Clearing Broker for clearing. The Risk Limits may be modified from time to time upon the agreement of Executing Broker and Clearing Broker. Nothing herein shall prevent the Executing Broker from applying a limit more stringent than the Risk Limits to a particular Customer.
3. **Screening Requirement.** Executing Broker agrees that it shall screen orders executed by a Customer to be given up to Clearing Broker for clearing for compliance with the Risk Limits, or a more stringent limit imposed by the Executing Broker on a particular Customer, in accordance with CFTC Rule 1.73(a)(2)(i) and (ii) (the "Screening Requirement").
4. If Executing Broker appoints an agent or other entity to screen for such orders in accordance with the Screening Requirement, Executing Broker shall cause such agent or entity to comply with the Screening Requirement.
5. **Waiver.** All waivers must be in writing signed by the party against whom it is to be enforced. The rights and remedies of Clearing Broker under this Give-Up Screening Agreement are cumulative and no waiver of any such right or remedy may be inferred from any failure by Clearing Broker to exercise such right or remedy, including, as an example, but without limitation, clearing a transaction that exceeds the Risk Limit.
6. **Termination.** This Give-Up Screening Agreement may be terminated by either of the parties hereto upon prior written notice to the other party. Any such termination notice by Executing Broker shall be accompanied by notice of termination of all applicable FIA GUAs pursuant to the terms of such agreements. Any termination of this Give-Up Screening Agreement shall have no effect upon any party's rights and obligations arising out of transactions executed prior to such termination.

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<sup>1</sup> This Give-Up Screening Agreement is published by the Futures Industry Association. 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 Agreement for Executing Broker to Screen for Clearing Broker Limits and has not been modified in any respect.

**7. General Provisions.**

- a. This Give-Up Screening Agreement constitutes the entire agreement between Executing Broker and Clearing Broker with respect to the subject matter hereof. In the event of a conflict between the provisions of this Give-Up Screening Agreement and the provisions of any FIA GUA to which Executing Broker and Clearing Broker are parties, the provisions of this Give-Up Screening Agreement will govern solely with respect to the subject matter hereof. For the avoidance of doubt, this Give-Up Screening Agreement is not intended to amend or modify such FIA GUAs.
- b. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the FIA GUA.
- c. This Give-Up Screening Agreement shall be exclusively governed by, and construed in accordance with, the laws of [New York] without regard to principles of conflicts of law.
- d. This Give-Up Screening Agreement may be executed and delivered in counterparts (including by facsimile, e-mail, or other electronic transmission), each of which will be deemed an original.
- e. Any party that has manually executed this Give-Up Screening Agreement represents, covenants and agrees that the version electronically executed by the other party and stored on EGUS is the final version and sets forth the complete terms and conditions as agreed to by the other party.
- f. Conformed signatures were executed electronically in accordance with the FIA Electronic Give-Up Agreement System User Agreement.
- g. This Give-Up Screening Agreement is between the parties hereto and is not intended to confer any benefits on third parties including, but not limited to, Customers.

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

\_\_\_\_\_

[Name of Executing Broker]

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

\_\_\_\_\_

[Print Name and Title]

\_\_\_\_\_

[Name of Clearing Broker]

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

\_\_\_\_\_

[Print Name and Title]

**Exhibit A**  
**Risk Limits**