



INSTRUCTIONS FOR OPENING AN ACCOUNT

1. Complete these required forms (check when completed):
 - Client Information Questionnaire (Exhibit 1)
 - Trading Advisory Agreement (Exhibit 2)
 - Supplemental Commodity Advisors Agreement for Notionally - Funded Accounts *Only if applicable* (Exhibit 3)
 - Power of Attorney Agreement (Exhibit 4)
 - Fee Payment Authorization (Exhibit 5)
 - Disclosure Document Acknowledgment (Separate Document)
2. Open an account with the Futures Commission Merchant where your account will be carried, and the Introducing Broker (IB), if you so elect.
3. Complete, date, and sign the account documents from the Futures Commission Merchant, including Power of Attorney and Controller form.
4. Fund your account with the FCM.
5. Return the completed forms to the Introducing Broker and send a copy to Opus Futures, LLC:

E-mail: newaccounts@opusfutures.com

Or

Opus Futures, LLC
CTA Partner Services, LLC
9047 Poplar Avenue, Suite 101
Germantown, TN 38138

6. Keep the copies of the Exhibits and application for your personal records.

* Please note that additional paperwork may be required for LLC, Partnership, or Trust accounts.



Exhibit 1

Client Information Questionnaire

Under the Rule 2-30 of the National Futures Association, Opus Futures, LLC is required to obtain specified information about individually managed account clients. Please assist us by providing the information requested below:

PLEASE PRINT OR TYPE

Type of Account:

- Individual IRA Corporate Partnership Trust

Client Name: _____ Date of Birth: _____

Telephone Number: _____

Email Address: _____

Home Address: _____

Principal Occupation or Business/Years Employed:

Business Telephone Number: _____

Program to be invested in: _____

If client is an entity, is this entity an investment pool? Yes No

Does the entity currently have or solicit US Investors? Yes No

If answered "No" to both the above, disregard subsequent questions

Is the entity organized outside of the United States? Yes No

Is the entity registered with the NFA, CFTC, or SEC? Yes No

If yes, please detail registrations: _____

If no, is an exemption on file with the NFA? Yes No

If no, detail why no such registration or exemption is required:



Exhibit 1 Continued

Annual Gross Income for Previous Two Years: \$_____ and \$_____, respectively.

Estimated Annual Income for Current Year: \$_____

Liquid Net Worth: \$_____

Other Assets excluding residence: \$_____

Bank Reference: _____

Previous Investment Experience:

			# Of Years
Stocks/Bonds	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Funds	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Options	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____
Commodity Futures	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____

Please describe any previous futures investment experience in some detail:

Do you understand this investment program is only suitable for risk capital?

Yes No

Do you understand that your account should be considered a long term investment?

Yes No

Who has contacted you with respect to the service offered?

Have you received a Disclosure Document? Yes No

Have you been given anything written or verbal that is contrary to what is in the Disclosure Document

Yes No If yes, please explain: _____

FCM: _____ Account Number: _____

Signed: _____ Signed: _____

Dated: _____ Dated: _____

(If client chooses to keep certain items confidential, please mark those items, sign, and date the form.)



Exhibit 2
Trading Advisory Agreement

This Agreement for advisory services is made for the _____ program and entered into this ____ day of _____, 20____, by and between OPUS FUTURES, LLC, hereinafter referred to as the “Advisor” and _____ hereinafter referred to as the “Client”.

This Agreement is entered into based upon the following representations: The Client represents that the Client has speculative capital for the principal purpose of investing in futures contracts, and has been informed and is fully cognizant of the possible high risks associated with such investments. The Client further represents that the Client has the financial capacity to undertake such risks.

IT IS MUTUALLY AGREED:

1. The Client shall deposit with _____, a Futures Commission Merchant, hereinafter called the “FCM”, who is mutually acceptable to both the Client and the Advisor, funds and/or securities in the amounts of (definitions found below in section b):
 - Actual: \$ _____
 - Related: \$ _____
 - Notional: \$ _____
 - NOMINAL: \$ _____
 - a. If the amount of the initial deposit is less than the actual account size please refer to the attached Supplemental Commodity Advisory Agreement for Notionally - Funded Accounts.
 - b. Actual funds are funds held in the actual account that the CTA controls. Related funds are held in a related account but are used to fund the account the CTA controls. Notional funds represent the difference between the investment amount and the amount of funds the client has committed to the account. Nominal funds represent the total amount of funds the CTA uses to make trading decisions.
2. The Advisor may transact in futures contracts, options on future contracts, forward contracts, and/or cash commodities. The Advisor will have the exclusive authority to issue all necessary instructions to the Client’s broker, FCM or legal representative thereof. All such transactions shall be for the account and risk of the Client.
3. The Advisor’s services are not rendered exclusively for Client, and the Advisor shall be free to render similar services to others.
4. This Agreement shall remain in effect until terminated by the receipt of written notice of either party to the other. The Advisor or Client may terminate this Agreement for any or no reason upon such



notice. Upon termination of the Agreement, the open positions, if not liquidated, and subsequent management of the Account shall be the sole responsibility of the Client.

5. The Client may add to or withdraw funds from the Account at any time as long as the Account's equity remains above the initial Account size. The Client agrees to notify the Advisor in writing in advance of such additions or withdrawals. Nothing in this section is intended to limit the Client's ability to withdraw funds with its FCM, though reducing the account balance below the trading level may lead to termination of this agreement.
6. The Client's Account shall be charged for all commissions and/or expenses arising from transactions exercised in the administration of the Account.
7. The Client agrees to inform the Advisor immediately if the Client is dissatisfied with the Advisor's decisions or actions, or if the Client is dissatisfied with the broker or FCM's handling of the Account.
8. The Advisor makes no guarantee that any of its services will result in profit to the Client. The Client has discussed the risks of futures trading with its broker and understands these risks. The Client assumes the responsibility for losses that may be incurred.
9. The Client agrees to execute a limited trading authorization / power of attorney with the FCM authorizing the Advisor to enter order for futures contracts for the Client's Account. It is agreed and understood by the Client that the Advisor has no responsibility for any act, omission or error of the broker or FCM, including the proper execution of orders by the FCM.
10. The Advisor will cause futures contracts, forward contracts, options on futures contracts, and cash commodities to be bought, sold, sold short, or spread, and will have the exclusive authority to issue all necessary instructions to the FCM. All such transactions shall be for the account and risk of the Client. Client hereby makes, constitutes, and appoints the Advisor as the Client's attorney-in-fact for the purpose of (i) negotiating and executing one or more clearing and execution agreements (i.e. give-up agreements, EFP agreements) with executing or floor brokers not employed by or affiliated with the FCM, and (ii) entering into any other arrangements on the Client's behalf that are necessary or convenient, in the judgment of the Advisor, in effecting and processing give-up orders.
11. With respect to prime brokerage arrangements, the Advisor (in addition to and not in limitation of the foregoing) is specifically authorized by the Client to execute prime brokerage agreements, bind the Client to arbitration hereunder, enter orders to effect prime brokerage transactions, execute a directive to a clearing broker regarding the mailing of confirmations, disclose such financial information regarding the Client as the clearing broker deems necessary to effect such transactions and take such actions as are contemplated by prime brokerage agreements. It is anticipated that all activity conducted by the Advisor will be executed by Nesvick Trading Group LLC ("IB"). The client can use any FCM reasonably acceptable to the IB and the Advisor for its clearing account.
12. The Client will pay the Advisor a management fee equal to _____, charged monthly off of the Account's month-end Net Assets before additions or withdrawals made during the month which are applied on a time weighted adjusted basis. (Equal to 1/12 of _____.) The term "Net Assets" of the Account shall mean total assets (including, but not limited to, all cash and cash equivalents, valued at cost, accrued interest, capital committed by Client but not actually deposited in the Account i.e. notional funds, and the market value of any open positions) less liabilities of the Account (including the accrued portion of brokerage fees), excluding accrued management and incentive fees.



The current market value of all open commodity positions shall be as indicated by the settlement price determined by the exchanges on which such positions are maintained. If there are no trades on the date of the calculation due to the operation of the daily price fluctuation limits, the closing of the exchange on which positions are maintained, or otherwise, the contract will be valued at the nominal settlement price as determined by the exchange. The management fee is accrued beginning with the first day of the month in which an account is opened and the full fee may be charged for services rendered during any portion of a month in which the Agreement is terminated. Payment of the monthly management fee must be made within 30 days. If the management fees are not paid in a timely manner the client will be subject to account liquidation at the Advisor's discretion. The obligation to make payment for the management fee shall survive the termination of this agreement.

13. The Client will pay the Advisor an incentive fee equal to _____ of the Trading profits earned by the Client's Account as of each calendar quarter and as of the end of each three-month period thereafter (an "Incentive Fee Period"). The term "Trading Profits" is defined to mean the net futures trading profits (realized and unrealized) earned by the Account as of the end of each Incentive Fee Period after deduction of brokerage commissions paid and accrued, floor brokerage fees, give-up fees, and other fees, costs, and expenses directly related to the Account's trading activities (but prior to reduction for any accrued and unpaid incentive fees); such trading profits shall be determined from the end of the last Incentive Fee Period for which an incentive fee was earned by the Advisor or, if no incentive fee has been earned previously by the Advisor, from the date that the Account began to receive trading advice from the Advisor to the end of the Incentive Fee Period as of which such incentive fee calculation is being made. In the calculation of Trading Profits, the Advisor is not required to earn back previously paid incentive fees. If the Agreement is terminated as of any date which is not the end of Incentive Fee Period, the incentive fee described above, if applicable, will be determined as if such termination date were at the end of an Incentive Fee Period. If any payment of incentive fees is made to the Advisor on account of Trading Profits and the Client's Account thereafter fails to earn Trading Profits or experiences losses for any subsequent Incentive Fee Period, the Advisor will be entitled to retain such amounts of incentive fees previously paid to it in respect of such Trading Profits. However, no subsequent incentives fees will be payable to the Advisor until the Account has overcome any trading losses being carried forward to achieve new Trading Profits. Payment of the incentive fees must be made within 30 days. If the fees are not paid in a timely manner the client will be subject to account liquidation at the Advisor's discretion. The obligation to make payment for the incentive fee shall survive the termination of this agreement.
14. The Client agrees to authorize the FCM to make payments from the Client's Account to the Advisor in compensation for services set forth in this Agreement.
15. Upon notification from the Client that the Account is ready to be traded or a new trading level is to be added, positions will be added at the Advisor's discretion. Similarly, upon Client's notification to liquidate the Account or reduce the trading level, the Advisor shall liquidate positions at its discretion. Please be aware this could delay liquidations up to 10 trading days after the notice is received by the Advisor.
16. If the Account is to be notionally funded the Client should request from the Advisor the amount of cash or other assets (actual funds) which should be deposited to the Advisor's trading program in order for the Client's account to be "Fully-Funded." This is the amount upon which the Advisor will determine the number of contracts traded in the Account and should be an amount sufficient to make it unlikely that any further cash deposits would be required from the Client over the course of your participation in the Advisor's program. The Client is reminded that the Account size agreed to in writing (the "nominal" or "notional" account size) is not the maximum possible loss that the Account



may experience. The Client should consult the account statements received from the broker and / or FCM in order to determine the actual activity in the Account, including profits, losses, and current cash equity balance. To the extent that the equity in the Account is at any time less than the nominal account size the Client should be aware of the following: (1) Although the gains and losses, as well as fees and commissions measured in dollars will be the same, they will be greater when expressed as a percentage of the account equity; (2) the Client may receive more frequent and larger margin calls; and (3) the disclosures which accompany the performance capsules may be used to convert the rates

of return ("RORs") in the performance capsules to the corresponding RORs for particular funding levels.

17. Notwithstanding any other provision of this Agreement to the contrary, Client, not the Advisor, shall have sole and exclusive authority and responsibility with regard to the investment, maintenance and management of the Account's assets which are held in securities (such as United States Government securities) and in cash.
18. Should the Client be acting on behalf of third-party investors, Client has determined the extent of any information regarding the Account (including trading performance) that is required to be provided to such investors and takes sole responsibility therefore.
19. Should the Client be acting on behalf of third-party investors, Client shall not provide any sales or promotional materials referring to the Advisor to any such investors for whom the Client is acting without prior written consent of the Advisor.
20. The Advisor represents and warrants to the Client that: (i) it has full capacity and authority to enter into this agreement and to perform its obligations hereunder; (ii) it has all governmental and regulatory licenses, registrations, and approvals required by law as may be necessary to perform its obligations under this Agreement; and (iii) the Advisor will not, by entering into this Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking, agreement, contract, statute, rule or regulation of any court of any governmental body or administrative agency or self-regulatory authority having jurisdiction over it.
21. Client represents and warrants to the Advisor that:
 - (i) It has full capacity and authority to enter into this Agreement and to perform its obligations hereunder.
 - (ii) It has all governmental and regulatory licenses, registrations, and approvals required by law as may be necessary to perform its obligations under this Agreement.
 - (iii) Client will not, by entering into this Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking, agreement, contract, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulatory authority having jurisdiction over it.
 - (iv) The Advisor is not required to obtain any licenses, registrations or approvals in connection with the Advisor's execution of this Agreement and the performance of its obligations hereunder.
 - (v) The Client either is not required to be registered with the Commodity Futures Trading Commission ("CFTC") or to be a member of the National Futures Association ("NFA") or if required to be so registered is duly registered with the CFTC and is a member in good standing of the NFA.



22. The Advisor will not be liable to the Client or to others except by reason of acts constituting willful misconduct or gross negligence as to its duties hereunder, and disclaims any liability for human or machine errors in orders to trade or not to trade futures contracts. Client shall indemnify, defend and hold harmless the Advisor and its principals, officers, shareholders, employees and controlling persons from and against any and all losses, claims, damages (including without limitation, consequential damages and attorney's fees), liabilities (joint and several), costs and expense (including any investigatory, legal and other expenses incurred in connection with, and any amounts paid in, any settlement; provided that Client shall have approved such settlement) resulting from a demand, claim, lawsuit, action or proceeding arising out of, resulting from or relating to any such person's actions or capacities in connection with the Account pursuant to this Agreement; provided that the conduct of such person which was the subject of the demand, claim, lawsuit, action or proceeding was not in contravention of the express terms of this Agreement, or did not constitute willful misconduct or gross negligence. This provision shall survive the termination of this agreement.
23. In the event that any provisions of this Agreement are invalid for any reason whatsoever, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect. There are no verbal agreements between the parties.
24. This Agreement constitutes the entire agreement between the parties, and no modifications or amendments of this Agreement shall be binding unless in writing and signed by the participants hereto.
25. This Agreement shall be governed by the laws of the State of Tennessee. The Client and the Advisor agree that any action or proceeding arising directly, indirectly, or otherwise in connection with, out of, related to, or from this Agreement, any breach hereof, or any transaction covered hereby, shall be resolved whether by arbitration or otherwise, within the State of Tennessee. Accordingly, the Client and the Advisor consent and submit to the jurisdiction of the federal and state courts and any applicable arbitral body located within the State of Tennessee. The Client and the Advisor further agree that any such action or proceeding brought by either the Client or the Advisor to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Agreement shall be brought by the Client or the Advisor, as applicable, exclusively in federal or state courts, or of appropriate before any applicable arbitral body, located within the State of Tennessee. This provision shall survive the termination of this agreement.
26. Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, to the Advisor and to the Client at the addresses set forth below their respective signatures hereto. Either party may change its address by giving notice in writing to the other party stating such new address. Commencing on the tenth day after the giving of such notice, such newly designated address shall be the party's address for the purpose of all notices or communications required or permitted to be given pursuant to this Agreement. Notices to the Client from the Advisor shall be deemed given as of the close of business on the first business day after mailing. Notices to the Advisor from the Client shall be deemed given as of the close of business on the day on which such notices are received by the Advisor.



27. Client has established and will maintain a commodity trading account (the "Account") with a futures commission merchant and has indicated the amount of cash deposited and notional funding which together shall comprise the total initial trading level for the Account, as specified at the end of this Agreement. Client agrees to not change the amount of notional funding in the Account without prior notice to and agreement from the Advisor. If funds are committed funds, funds that are not physically in the account but are committed to the program, the client agrees to the following:

- The client agrees that the ownership of the accounts are identical.
- The client agrees that their FCM can transfer these funds to the trading Account at the CTA's request.
- The client agrees the funds must be available for transfer and are not committed to another trading program.
- The client agrees to let the CTA verify the amount of these funds with the IB or FCM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written on the first page of this Agreement.

Client:

Opus Futures, LLC:

Signature

Signature

Print Name

Print Name

If Joint Account

Signature

Print Name

Address: _____

9047 Poplar Ave
Suite 101
Germantown, TN 38138



Exhibit 3

Supplemental Commodity Advisory Agreement for Notionally - Funded Accounts

This supplemental commodity advisory agreement for notionally-funded accounts is made and entered into this _____ day of _____, 20____ by and between Opus Futures, LLC, a Tennessee Limited Liability Company, hereinafter referred to as the “Advisor” and _____, hereinafter referred to as the “Client” for the _____ program.

This agreement is executed as a supplement to the Trading Advisory Agreement also made and entered into by the Advisor and the Client.

IT IS AGREED:

1. The client represents and warrants that he has deposited, or has on deposit with _____, a Futures Commission Merchant, hereinafter called the “FCM”, funds and/or securities in the amounts of (definitions outlined in Trading Advisory Agreement section 1b):
 - Actual: \$ _____
 - Related: \$ _____
 - Notional: \$ _____
 - NOMINAL: \$ _____
2. The Client acknowledges receipt of the SPECIAL DISCLOSURE FOR NOTIONALLY FUNDED ACCOUNTS. The Client further acknowledges he/she has read and fully understands such special disclosure.
3. THE CLIENT ACKNOWLEDGES THAT PROFITS AS WELL AS LOSSES, AND CONSEQUENTLY RISK, WILL BE GREATER AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN THE ACCOUNT, THAN IN AN ACCOUNT FULLY FUNDED.
4. THE CLIENT ACKNOWLEDGES THAT THE ACCOUNT WILL EXPERIENCE GREATER VOLATILITY AS MEASURED BY RATES OF RETURN ACHIEVED IN RELATION TO ASSETS ACTUALLY DEPOSITED IN HIS/HER ACCOUNT, THAN IN AN FULLY FUNDED ACCOUNT.
5. THE CLIENT ACKNOWLEDGES THAT THE AMOUNT OF FUNDS THAT INITIALLY ESTABLISHED THE ACCOUNT IS NOT THE MAXIMUM POSSIBLE LOSS THAT THE ACCOUNT MAY EXPERIENCE.
6. THE CLIENT ACKNOWLEDGES THAT FEES AND COMMISSIONS AS MEASURED AS A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED WILL BE LARGER THAN IN AN ACCOUNT THAT IS FULLY FUNDED.



7. PARTIAL FUNDING INCREASES THE FEES AND COMMISSIONS AS A PERCENTAGE OF ACTUAL FUNDS BUT DOES NOT INCREASE THE DOLLAR AMOUNT OF THOSE FEES.
8. PARTIAL FUNDING INCREASES LEVERAGE AND MAY RESULT IN MORE FREQUENT AND LARGER MARGIN CALLS.
9. THE CLIENT ACKNOWLEDGES THAT PERMITTED WITHDRAWALS AND ADDITIONS TO THE ACCOUNT WILL SERVE TO INCREASE OR REDUCE RESPECTIVELY THE LEVEL OF RISK, VOLATILITY, COMMISSIONS AND FEES IN THE ACCOUNT AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN THE ACCOUNT AS COMPARED TO AN ACCOUNT FULLY FUNDED.
10. THIS AGREEMENT SUPERSEDES ALL PRIOR SUPPLEMENTAL COMMODITY ADVISORY AGREEMENT FOR NOTIONALLY-FUNDED ACCOUNTS ENTERED INTO BY AND BETWEEN THE ADVISOR AND THE CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written in the first page of this agreement.

Client:

Opus Futures, LLC:

Signature

Signature

Print Name

Print Name

If Joint Account

Signature

Print Name



Exhibit 4
Power of Attorney Agreement

Opus Futures, LLC
9047 Poplar Avenue
Suite 101
Germantown, Tennessee 38138

_____ [Name of Client], does hereby appoint Opus Futures, LLC with full power and authority as attorney-in-fact to buy and sell, on behalf of the Client's account carried at _____ [Name of FCM] Commodity Interests, including, but not limited to, options on commodities, as well as other related various securities and related instruments, and any rights pertaining thereto, pursuant to the trading program designated in the Trading Advisory Agreement among Opus Futures, LLC and the Client through the FCM.

This authorization shall terminate and be null, void and of no further effect immediately upon the earlier of (i) notice from Opus Futures, LLC pursuant to the terms of the said Trading Advisory Agreement or (ii) the termination of the said Trading Advisory Agreement by the Client.

Client:

Opus Futures, LLC:

Signature

Signature

Print Name

Print Name

If Joint Account

Signature

Print Name



Exhibit 5
Fee Payment Authorization

From: _____ [Client Name]

Account Number: _____

To: _____ [Name of FCM]

Subject to the provisions of the Trading Advisory Agreement of Opus Futures, LLC (“OPUS FUTURES”) and _____ [Name of Client], which the Client has executed, you are hereby authorized to deduct and remit directly to OPUS FUTURES such management fees and Incentive Fees as OPUS FUTURES requests.

OPUS FUTURES will inform you of the exact amounts due on the agreed upon payment dates. The Client acknowledges and agrees that OPUS FUTURES is solely responsible for the computation of management fees and Incentive Fees and authorizes you to rely conclusively on remittance instructions submitted by OPUS FUTURES with respect to the amount and payment of management fees and Incentive Fees without further inquiry. It is understood that you shall not be required to pay funds as a result of OPUS FUTURES’s instructions if there are not sufficient funds in the account of the Client.

You shall be indemnified and held harmless by the Client and OPUS FUTURES from any loss suffered or liability incurred by reason of any act or omission made in compliance with the authorization contained herein, unless such loss or liability was the result of your gross negligence or intentional misconduct.

This authorization will continue in effect until you have received written notice terminating it from the Client. Such notice will be mailed to OPUS FUTURES. Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested.

Opus Futures, LLC
9047 Poplar Avenue
Suite 101
Germantown, TN 38138

Client:

If Joint Account

Signature

Signature

Print Name

Print Name

Opus Futures, LLC

Privacy Policy

Your Privacy is Our Priority

Opus Futures, LLC (“COMPANY”) is committed to safeguarding the personal information that you provide us. This Privacy Policy describes how we handle and protect personal information we collect about individuals, such as you, who apply for or receive our products and services. The provisions of this notice apply to former customers as well as our current customers.

Why and How We Collect Personal Information

When you apply for or maintain an account with Opus Futures, LLC, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. The personal information we collect about you includes:

- information you provide to us on applications and other forms, such as your name, address, date of birth, social security number, occupation, assets, and income;
- information about your transactions with us and with our affiliates;
- information we receive from consumer reporting agencies, such as your credit history and creditworthiness, and other entities not affiliated with Opus Futures, LLC; and
- information you provide to us to verify your identity, such as a passport, or received from other entities not affiliated with the Opus Futures, LLC.

How We Protect Personal Information

We limit access to your personal information to those employees who need to know in order to conduct our business, service your account, and help you accomplish your financial objectives, such as providing you with a broad range of products and services. Our employees are required to maintain and protect the confidentiality of your personal information and must follow established procedures to do so. We maintain physical, electronic, and procedural safeguards to protect your personal information. We do not rent or sell your name or personal information to anyone.

Sharing Information with Our Affiliates and Clearing Firm

We may share personal information described above with our affiliates and futures clearing firm for business purposes, such as servicing customer accounts and informing customers about new products and services, and as permitted by applicable law.

The information we share with affiliates may include the information described above, such as name, address and account information, but will not include other credit information, such as credit history appearing on a consumer credit report or net worth and income information appearing on applications for our products and services.

Disclosure to Non-Affiliated Third Parties

In order to support the financial products and services we provide to you, we may share the personal information described above with third-party service providers not affiliated with us, including companies under contract to perform services for us or on our behalf, such as vendors that prepare and mail information to you, provide data processing, computer software maintenance and development, transaction processing and marketing services and other services that are considered necessary in order for us continue operating our business as well as adhering to the rules and regulations that govern our business. These companies acting on our behalf are required to keep your personal information confidential.

Also, we may disclose personal information with non-affiliated companies and regulatory authorities as permitted or required by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. **Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used at the time you disclose it to us or we obtain your permission to do so.**

Opus Futures reserves the right to record any and all phone conversations pursuant to cooperation with regulatory requirements.

Accessing and Revisiting Your Personal Information

We endeavor to keep our customer files complete and accurate. We will give you reasonable access to the information we have about you. Most of this information is contained in account statements that you receive from us and applications that you submit to obtain our products and services. We encourage you to review this information and notify us if you believe any information should be corrected or updated. If you have a question or concern about your personal information or this privacy notice, please contact **Brian Leith**, Compliance Manager, Opus Futures, LLC at (901) 766-4446 or via postal mail at Opus Futures, LLC, 9047 Poplar Avenue Suite 101 Germantown TN, 38138.