

UNIVERSAL FINANCIAL HOLDING CORPORATION**GUARANTEED INTRODUCING BROKER CLEARING AGREEMENT**

THIS INTRODUCING BROKER CLEARING AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 199 by and between Universal Financial Holding Corporation ("UFHC"), a Florida corporation that is located at 3467 N.E. 163 St. North Miami Beach, Fl. 33160 and _____ a corporation/partnership/sole proprietorship (IB).

RECITALS:

- A. IB desires to introduce accounts ("Accounts") on behalf of its customers ("Customers") to UFHC on a fully disclosed basis and to obtain from UFHC clearing, execution, and other services relating to transactions in commodities, contracts for the future delivery of commodities, and options thereon (collectively referred to as "futures contracts") for the Accounts.
- B. UFHC is a non-clearing Futures Commission Merchant and is registered under the Commodity Exchange Act, as amended (the "Act") with the Commodity Futures Trading Commission ("CFTC") as a Futures Commission Merchant, and is a member of National Futures Association ("NFA").
- C. UFHC desires to provide clearing and execution services for the Accounts on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the parties agree as follows:

1. Services Provided By UFHC With Respect To Accounts

- (a) UFHC shall maintain the Accounts on a fully disclosed basis in accordance with the applicable law and rules of the CFTC and each contract market and other self regulatory organizations of which it is a member. UFHC reserves the right to refuse to carry any Account for any or no reason.
- (b) UFHC will receive and execute orders for the Accounts in accordance to instructions transmitted by IB, but only insofar as such orders are transmitted by IB to UFHC. UFHC may, but shall not be obligated to, execute orders received directly from a Customer. UFHC reserves the right to refuse to accept new orders for Accounts and to require all trades be only for the liquidation of open futures contracts carried by UFHC for IB's Accounts.
- (c) UFHC will prepare and transmit to the Customer reports of execution, margin calls, monthly statements, and other such documents as may be required by the CFTC or any self-regulatory organization or contract

market. UFHC will provide for IB copies of such statements transmitted to Customers.

- (d) UFHC will settle and clear futures contracts for the Accounts.
- (e) UFHC will hold cash, securities, and other property received from or on behalf of Customers in segregation in accordance with the Act and the regulations of CFTC. UFHC shall not be obligated to pay interest on such cash and securities held for Customers.
- (f) UFHC will perform all cashiering functions for the Accounts including, without limitation, receipt and delivery of warehouse receipts or commodities, making and receiving payments for futures contract transactions and transmission of margin calls.
- (g) UFHC will maintain all original Account related documents and agreements, it being understood that copies of all such documents shall be maintained by IB.
- (h) UFHC will use its best efforts to provide in a timely manner to IB a daily account status report that includes trade confirmations, open positions, account balances, commission charges, margin call information, and account equity totals for IB's Customers.
- (i) Subject to CFTC and NFA regulations and IB's compliance with such regulations, UFHC may provide a depository bank account for the deposit of Customer funds by IB.

2. **Services Not Performed by UFHC**

- (a) UFHC will not perform any of the following services or functions:
 - (i) Preparation of IB's general accounting and payroll records, financial statements, or regulatory reports.
 - (ii) Payment of IB's general business expenses, except as incurred on IB's behalf under this Agreement.
 - (iii) Payment of commissions to IB's associated persons.
 - (iv) Verification of information and instructions provided to UFHC by IB or by Customers. IB acknowledges that UFHC shall be entitled to rely upon any such information or instructions which UFHC believes to be correct and bonafide.
- (b) UFHC will not be required to make any investigation into the facts surrounding any transactions that it may have with IB or that IB may have with its customers or other persons, nor will UFHC be responsible for compliance by IB with any laws, rules or regulations which may be applicable to IB.

3. Obligations of Introducing Broker

- (a) IB shall have the responsibility for diligently supervising the opening of Accounts, for the entry of orders in Accounts, and for assuring that transactions and orders in the Account are in accordance with all applicable laws and the rules of the CFTC, any contract market or self-regulatory organization, and UFHC. IB will maintain compliance and supervisory procedures which are adequate to assure compliance by IB and its associated persons and employees with all laws and regulations and self-regulatory organization rules and regulations to which IB is subject. Without limiting the generality of the foregoing, such compliance and supervisory procedures shall cover opening, approving and monitoring of Accounts, including review of all types of Accounts and orders; supervision of all trading advice and recommendations provided to Customers; screening and registration of associated persons as required by the CFTC and applicable self-regulatory organizations; listing of branch office(s), if any, and registration of branch office managers as required by the CFTC and applicable self-regulatory organizations; on-site inspections of branch office(s) as required by the CFTC and applicable self-regulatory organizations; performing self-audits of IB and its branch office(s) as required by CFTC and applicable self-regulatory organizations; and supervision of special Accounts such as discretionary accounts, commodity pool accounts, option accounts, employee accounts, and accounts for employee or officers of futures commission merchants, other introducing brokers, securities firms, self-regulatory organizations and other financial institutions.
- (b) IB will learn all essential facts relative to each Account and to every Customer. Each new Account created for a Customer will be approved in writing by a principal of the IB.
- (c) Prior to the opening of any Account, IB agrees to cause all Customers to execute appropriate customer documents on such forms as shall be provided by UFHC to IB. IB will furnish UFHC with all necessary and pertinent information and account agreements with respect to each Account. Without limiting the generality of the foregoing, IB agrees to furnish UFHC with; (i) the name, age, address, current estimated annual income & net worth, principal occupation or business of the beneficial owner of the Account, the previous investment and futures trading experience of the beneficial owner of the Account, the name and address of any other person guaranteeing an Account or exercising any trading control with respect thereto, or who is otherwise responsible for directing the trading in the Account, and the name and address of any other person directly or indirectly having any interest in an Account and if options are traded, the names of the appropriate CFTC occupational code; (ii) a signed copy of all written agreements with respect to an Account; (iii) a copy of all account cards or records relating to the opening and maintenance of each Account; iv) a signed copy of a customer account agreement

and such other agreements as may be prescribed by UFHC with respect to each Account; (v) a signed copy of any guarantee of any Account; (vi) a signed copy of any power-of-attorney with respect to any Account; (vii) evidence of the authority of the person or persons authorized to transact business for any Account of the genuineness of all certificates and other documents pertaining to the Account, all in such form as may be prescribed by UFHC; (viii) a signed acknowledgment of receipt of each risk disclosure statement or disclosure document required by CFTC regulations; and (ix) such other information as may be required by the Securities and Exchange Commission ("SEC"), the CFTC, a contract market or self-regulatory organization, or UFHC. IB further agrees that it will not use any document or agreement in connection with the opening or maintenance of an Account that has not been supplied or approved by UFHC.

- (d) UFHC may from time to time establish margin requirements that exceed the minimum requirements established by various contract markets or exchanges, the clearing organizations affiliated therewith, or such other governmental authority empowered to establish margin requirements. Both UFHC and IB will agree that they will require that customers deposit the higher of the margin requirements determined by either of the various contract markets or exchanges, the clearing organizations affiliated therewith, such other governmental authority, or UFHC. IB will promptly communicate to its Customer any margin calls initiated by UFHC and use its best efforts to ensure prompt payment of margin requirements. IB will apprise its Customers of the risks of trading futures contracts and of changes of UFHC margin policies.
- (e) IB will abide by procedures and regulations established by the CFTC, NFA, any self-regulatory organization, and UFHC with respect to the transmission of orders. Without limiting the generality of the foregoing, IB agrees not to accept or transmit an order from a Customer unless immediately upon receipt thereof a written pre-numbered record of such order is prepared, including the Account identification and other number, and IB records on such order by time-stamp the date and time (to the nearest minute) the order is received, when it is transmitted to UFHC, when it is confirmed by UFHC, when it is confirmed to the customer, and, if an order is an option order, disclosure of all premiums, costs, fees, and other charges, if any, associated with the option order.
- (f) IB agrees that it will not accept or hold in its name any money, securities, or property (or extend credit in lieu thereof) to margin, guarantee or secure any trades, contracts or positions effected or carried in any Account. All such money, securities, and property shall be received on behalf of UFHC and in UFHC's name (and all checks and drafts shall be payable to the order of UFHC) and shall be immediately transmitted to UFHC or, at the election and direction of

UFHC, deposited in such bank account or accounts designated by UFHC.

- (g) IB will be responsible for determining the authenticity, accuracy, and genuineness of all orders, instructions, certificates, papers and signatures received with respect to an account.
- (h) IB will be responsible for handling all Customer inquiries and complaints relating to the Accounts and shall notify UFHC and receive UFHC's cooperation with respect to inquiries and complaints. IB shall (i) maintain a log of all complaints from Customers (whether oral or written) concerning the handling of their Accounts which shall include (1) the date the complaint was received; (2) the associated person who services the Account; (3) a general description of the matter complained of, and (4) the action, if any, taken by IB in regard to the complaint; (ii) report to UFHC all major written or oral complaints (i.e., involving more than \$1,000 or involving possible violation of a CFTC, self-regulatory organization or contract market rule) within 24 hours from receipt or notice of the complaint. Such report shall be in the form of a memorandum specifying the date the complaint was received, the associated person handling the Account, a general description of the matter complained about and the recommended action; and (iii) immediately report and forward to UFHC (within 24 hours) any notice of any action, claim or proceeding against or involving IB. All entries to the complaint log for each calendar month shall be sent to UFHC by the 10th day of the next succeeding month.
- (i) IB shall screen, register and maintain or cause to be maintained in full force and effect pursuant to Section 4k of the Act and applicable regulations of the CFTC the registration of any natural person employed by or associated with it as an "associated person" (as the term is interpreted by the CFTC), and IB agrees that it shall not allow any natural person employed by or associated with it to serve as an associated person unless such person is currently and validly registered as an associated person and is an associate member of NFA. IB shall diligently supervise the activities of its associated persons.
- (j) Subject to UFHC's prior written approval, IB may establish a branch office supervised by an on-site branch office manager and which meets the requirements of the CFTC and any self-regulatory organization. IB shall register each such branch office and the respective branch office manager as required by the CFTC and any self-regulatory organization.
- (k) IB shall routinely perform on-site inspections of each branch office to ensure records are maintained in accordance with all appropriate laws, rules and regulations and to ensure compliance by each branch office, the designated branch office manager and all associated

persons and employees located within such branch office with all appropriate laws, rules and regulations.

- (l) IB shall not permit any of its associated persons or any other persons to exercise any discretionary authority with respect to any transaction in an Account unless its associated person has been continuously registered for two years and it has obtained (in a form approved by UFHC) a signed copy of the power-of-attorney authorization, or other document by which such power is given and a signed copy of such further documents as UFHC, a contract market, or any other self-regulatory organization shall require. IB shall diligently supervise an Account over which discretionary authority is granted and shall maintain a written record that such supervision was performed. IB shall be responsible for maintaining compliance with NFA Bylaw 1101 for all Customers and Accounts which IB introduces to UFHC.
- (m) IB shall perform self-audits of its main office and shall require every branch office manager to perform branch office self-audits as required by the CFTC and any self regulatory organization.
- (n) IB shall not guarantee any Customer against loss or a margin call in an Account or in respect of any transaction effected with or for such Customer.
- (o) IB shall assure that each Customer complies with all applicable position limits established by the CFTC or a contract market and shall not permit any transaction to be effected in an Account in violation of such limits. IB shall promptly report to UFHC any Customer who exceeds any applicable limit.
- (p) IB shall make no report or statement (whether orally or in writing) to any Customer with respect to any transaction, position, or other matter relating to a Customer's Account that is not in conformity with statements, reports, and information furnished by UFHC pursuant to this Agreement.
- (q) It shall be the sole obligation of IB to check-out with UFHC each day's business in the afternoon for accuracy and completeness. Concurrence between IB and UFHC will be binding, except that UFHC shall have the right to amend, add, or cancel any trade before the opening of the next succeeding business day if floor and clearing house clearance reports properly support such action. Any such amendment, addition, or cancellation will be reported to IB prior to the opening on such succeeding business day. If such report of a trade change is made after the opening, IB shall have the immediate alternative and obligation either to accept or reject the trade. IB agrees that its failure to respond immediately shall be deemed an acceptance of the change. Notwithstanding the foregoing, a price change may be reported at any time, and it must be accepted by IB.

- (r) IB shall promptly report to UFHC any special calls for information made upon its Customers by the CFTC or any contract market or self-regulatory organization and shall refrain from soliciting or accepting any orders for any Customer who is in violation of such special calls.
- (s) IB shall not carry any proprietary Account (as that term is defined by the CFTC respecting introducing brokers) or accounts in foreign futures contracts, nor shall IB permit any of its associated person to solicit or accept orders for such Accounts.
- (t) IB will assure that all activity with respect to the solicitation and acceptance of orders for options traded on any contract market is in compliance with all applicable laws and rules of the CFTC and any other contract market or self-regulatory organization.
- (u) IB shall not issue any advertisement, market letter, or sales literature without the prior written consent of UFHC. IB shall at all times maintain compliance with CFTC, NFA, any self-regulatory organization, or UFHC's then policies concerning advertising and communications with the public.

4. **Disclosure to Customers**

IB will be responsible for informing its Customers of the nature of the clearing relationship between UFHC and IB. UFHC may transmit to each Customer for whom IB opens an Account an IB disclosure statement. IB and its associated persons and employees will not make any representations to Customers regarding UFHC that are inconsistent with such disclosure statement.

5. **Access to Information; Financial Reports**

- (a) IB will make available its books and reports to reasonable inspection at all times by duly authorized representatives of the UFHC or any contract market or clearing corporation through which trades for Customers are executed or cleared.
- (b) IB will provide to UFHC, in timely manner, financial statements and interim financial information as UFHC may reasonably request.
- (c) IB will, upon request, provide UFHC with any information in IB's possession with respect to any Customer.
- (d) Subject to Section 1(g), IB shall keep and maintain all records and shall file all required reports and notices pursuant to applicable laws, rules, and regulations.
- (e) IB shall submit to UFHC copies of all registration documents filed with NFA, including but not limited to CFTC Forms 7-R, 8-R, 3-R and each annual 7-R update in a timely manner.

- (f) IB shall submit to UFHC copies of all main and branch office self-audit checklists in a timely manner.

6. **Communications Facilities and Systems**

In conjunction with services provided by UFHC with respect to IB, Customers, and Accounts under this Agreement, UFHC, in its sole discretion and judgment, may utilize and make available to IB, Customers, and Accounts, directly or indirectly, in whole or in part, certain voice and/or data communications facilities and systems, including but not limited to computer, electronic and satellite-based communications facilities and systems, such as GLOBEX, ACCESS or any UFHC proprietary system(s), hereinafter collectively referred to as "Systems".

7. **Confidentiality**

- (a) UFHC will exercise reasonable care to prevent access to information regarding IB or Customers by unauthorized persons and will keep confidential any information it has concerning the business of IB. Notwithstanding the foregoing, UFHC shall be held harmless for complying with any request for information, or documents by the CFTC, SEC, any contract market or other self-regulatory organization, or any court order or other legal process which UFHC believes to be valid and effective.
- (b) IB will keep confidential any information it acquires regarding UFHC and its business pursuant to its clearing relationship with UFHC. IB shall be held harmless for complying with any request for information or documents by the CFTC, SEC, NFA, any contract market or other self-regulatory organization, or any court order or other legal process which IB believes to be valid and effective.

8. **Indemnification**

- (a) IB will fully indemnify, protect and hold harmless UFHC, its officers, shareholders, employees and agents and each person, if any, controlling UFHC, from and against all manner of claims, demands, proceedings, suits or actions (whether in law or in equity) and liabilities, losses, expenses and costs (including attorneys' fees) relating to (i) UFHC's compliance with any instruction or order received from any Customer or IB on respect to any Account, (ii) IB or any Customer's failure to meet any initial or maintenance margin call or to pay any amount due to UFHC, (iii) IB's failure to perform its obligations hereunder or under any other agreement with UFHC, (iv) any Customer's institution of a claim, suit, action, arbitration or other proceeding against UFHC for any reason or the CFTC or any other governmental or self-regulatory organization's institution of a claim, suit, action, or other proceeding against UFHC relating to this Agreement or any Account or Customer, (v) any omissions,

inaccuracies, delays in transmission, delivery, receipt or execution of futures orders or other reports due to malfunctions of Systems or other causes, or (vi) any damage, loss, liability, expense or cost (including attorneys' fees) arising from, pursuant to or in fulfillment of, UFHC's obligations under its Guarantee Agreement with IB; provided however, that UFHC shall not be entitled to indemnity in any such matter if UFHC is found to have acted with gross negligence in the performance of its services under this Agreement.

- (b) UFHC shall have the exclusive right to defend, settle or compromise any claim or demand instituted by a Customer or other third party in any judicial, administrative, regulatory, or self-regulatory or other proceeding against UFHC or against UFHC and IB arising out of or in respect of any Customer account or performance by IB or IB's duties hereunder regardless of whether (i) any such claim or demand gives or may give rise to a right of indemnification from IB to UFHC hereunder or (ii) UFHC has exercised its right to offset pursuant to paragraph (d) below. IB hereby waives any and all rights IB may have independently to defend, settle or compromise any such of the foregoing claims or demands and agrees to cooperate to the best of its ability with UFHC with respect thereto, but UFHC may, in its sole discretion, authorize and require IB to defend, settle or compromise any such claim or demand as it deems to be appropriate at the cost, expense and liability of IB.
- (c) UFHC shall have the exclusive right to commence and maintain any action pursuant to the Act, the rules and regulations of the CFTC, NFA or any other regulatory or self-regulatory organizations, against any Customer or other third party for any claim or demand which UFHC, or UFHC and IB jointly, may have at any time arising out of or in respect of any Customer account or the performance by IB of IB's duties hereunder ("Claim"), regardless of whether (i) any such Claim gives or may give rise to a right of indemnification from IB to UFHC, or (ii) UFHC has exercised its right of offset pursuant to paragraph (d) below. IB hereby waives any and all rights IB may have independently to assert, settle or compromise any such action on respect of such Claims and agrees to cooperate to the best of IB's ability with UFHC with respect to the bringing, enforcement and collection of any such Claims, but UFHC may, in its sole discretion, authorize and require IB to commence and maintain such actions in respect of any such Claim as it deems to be appropriate at IB's cost and expense; provided, however, UFHC may not assert its rights under this section if IB has paid to UFHC the full amount of any Claim, or has otherwise provided for the payment of such Claim in a manner acceptable to UFHC.
- (d) IB shall deposit with UFHC such amounts as UFHC shall reasonably require from time to time ("Security Deposit") to insure performance by IB of its obligations hereunder. During and after the term of this Agreement, if UFHC determines, in its sole discretion, that it is

entitled to payment for amounts due hereunder or under any Personal Guarantee, including, but not limited to such amounts as UFHC may determine are due under Section 8 hereof, UFHC may deduct all such amounts from the Security Deposit or any other amounts held for IB's benefit or due and owing IB hereunder. Following termination of this Agreement and after deducting such amounts as UFHC deems appropriate in accordance with the foregoing, UFHC shall return the balance of the Security Deposit, including all interest earned thereon, to IB. UFHC shall be entitled to collect any amount owed to it hereunder by means which shall include but not be limited to charging any house account or any proprietary account of IB or offsetting any amount owed to IB by UFHC. UFHC is authorized to transfer, use, apply, sell, rehypothecate or draw upon, as the case may be, all or any portion of the funds, securities, or property in any house account owed to it under this Agreement. IB further agrees that, if any person or entity has instituted a claim, suit, action, arbitration or other proceeding, or threatened to do so, against UFHC which reasonably could expose UFHC to any potential liability, loss, cost, or expense which is the obligation of the IB or hereunder, UFHC is authorized to withhold a reasonable amount under the circumstances of any such claim from any amounts owed to IB or from any other funds, securities, or other property owned by IB on deposit with UFHC. Provided however, UFHC shall not be authorized to withhold any amount from other funds, securities, or other property owned by IB on deposit with UFHC except to the extent the amount owed or owing to UFHC hereunder exceeds the amount owed or owing to IB by UFHC.

9. **Compensation**

IB shall not establish commissions to be paid by Customers in excess of UFHC parameters at any given time. UFHC shall collect all commissions paid on transactions executed and cleared for Customers. During the term of the agreement, IB shall pay UFHC amounts as set forth in Schedule A hereto, as amended from time to time in writing.

10. **Exclusive Services**

Except as expressly permitted by UFHC, during the term of this Agreement, IB may not utilize the services of any futures commission merchant other than UFHC to effect transactions in futures contracts for Customers and for the account of IB or its principal(s). IB shall have all such orders for Customers, IB or its principal(s) executed only on a fully disclosed basis through UFHC, unless UFHC shall have consented in writing to the use of another futures commission merchant.

11. **Representations and Warranties**

(a) IB represents and warrants as follows:

- (i) IB is now, and during the term of this Agreement will remain, duly registered as an introducing broker with the CFTC and is a member of NFA.
 - (ii) IB is now, and during the term of this Agreement will remain, a member in good standing of NFA.
 - (iii) IB has all requisite authority, whether arising under applicable federal or state laws and regulations or the rules and regulations of any contract market or other self-regulatory organization to which IB is subject, to enter into this Agreement and to retain the services of UFHC in accordance with the terms hereof
 - (iv) IB is now, and during the term of this Agreement will remain, in compliance with all the applicable requirements of the CFTC and each contract market or other self-regulatory organization of which it is a member.
- (b) UFHC represents and warrants as follows:
- (i) UFHC is now, and during the term of this Agreement will remain, a member in good standing of the contract markets of which it is presently a member and NFA.
 - (ii) UFHC is now, and during the term of this Agreement will remain, duly registered as a futures commission merchant with the CFTC.
 - (iii) UFHC has all requisite authority, whether arising under applicable federal or state laws and rules and regulations or the rules and regulations of any contract market or other self-regulatory organizations to which UFHC is subject, to enter into Agreement.

12. **Termination**

- (a) This Agreement may be terminated by either party without cause upon thirty (30) days written notice delivered in person or by registered or certified mail. The Guarantee Agreement of UFHC relating to IB may be terminated at any time for such good cause as shall be determined in the sole judgment of UFHC.
- (b) Notwithstanding paragraph (a) above, this Agreement may be terminated immediately by either party if any representations or warranties cease to be true or if any duties, responsibilities or obligations are not duly performed during the term hereof. Should either party choose not to exercise its right to terminate this Agreement when such right is first available, such action shall not be deemed a waiver of such right if available on a subsequent occasion

and the non-terminating party's legal or equitable remedies for any breach of this Agreement will remain in full force and effect.

- (c) Upon termination of this Agreement, IB shall promptly make arrangements to transfer the Accounts to another futures commission merchant. The indemnification obligations of the IB under Section 8 shall survive any termination of this Agreement.

13. **Notices**

For the purposes of delivery of any notice hereunder, the address of UFHC and IB, respectively, shall be set forth below. Either party may change its address for notice purposes by giving written notice of the new address to the other party.

14. **Miscellaneous**

- (a) This Agreement shall be governed by the laws of the State of Florida. All disputes, claims, actions, or proceedings arising directly or indirectly from or in connection with this Agreement shall be litigated only in courts whose situs is within the State of Florida and IB hereby unconditionally submits to the jurisdiction of the United States District Court of the Miami waives any right to jury trial and waives any right to transfer or change the venue of any litigation or other formal action brought against IB by UFHC.
- (b) As provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment by IB of this Agreement shall be valid unless UFHC shall have consented to such assignment in writing. UFHC may assign its rights under this Agreement and such assignment shall not require the consent of IB. IB hereby agrees and acknowledges that any assignment of this Agreement by UFHC shall include, in all respects, the assignment of all other agreements between IB and UFHC. No amendment to this Agreement shall be valid unless the other party consents to such amendment in writing. Neither this Agreement nor the performance of the services by UFHC hereunder shall be construed to create a joint venture, partnership, or agency relationship between UFHC or IB.
- (c) IB acknowledges and agrees all conversations between IB and UFHC may be recorded and that such recordings may not carry any intermittent tone indicating that a conversation is being recorded. IB irrevocably consents to such recording and waives any right to object to use by UFHC of any such recording in any proceeding or as UFHC may otherwise deem appropriate.
- (d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

- (e) If any part, term or provision of this Agreement is held to be illegal or in conflict with the law of any state or any other law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

INTRODUCING BROKER

By: _____

FUTURES COMMISSION MERCHANT

UNIVERSAL FINANCIAL HOLDING CORP.

President: Andrew Stern

**3467 N.E. 163 St.
North Miami Beach, FL, 33160**

PERSONAL GUARANTEE

In order to induce UFHC, ("UFHC") to enter into the Introducing Broker Clearing Agreement (the "Agreement"), to which this guarantee is attached, with ("IB"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, jointly and severally in the case of multiple guarantors, personally and unconditionally guarantees the prompt, full and complete performance of any and all covenants and agreements of IB to UFHC and the payment of any and all indebtedness, damages, costs and expenses (including attorneys' fees) owed to or which may become due to UFHC by IB of any and all indebtedness, damages, costs and expenses (including attorneys' fees) arising out of or relating to the business of IB.

This guarantee shall remain in full force and effect until the termination of the Agreement; provided, however, that the undersigned shall not be released from his obligations hereunder so long as any claim of UFHC against IB which arises out of, or relates to, directly or indirectly, the Agreement, is not settled to the satisfaction of UFHC or discharged in full.

The undersigned hereby expressly waives (a) notice of acceptance of this guarantee by UFHC, (b) notice of any default or non-performance of IB under the Agreement, (c) notice of any modification to the Agreement, or extension of time granted to IB, (d) notice of any assignment by UFHC of the Agreement, (e) notice by UFHC of acceptance of an assignment of the Agreement by IB, and (f) all defenses, offsets and counter claims which the undersigned may at anytime have to any claim of UFHC against IB. The undersigned expressly acknowledges that assignment, amendment or modification of the Agreement or the renewal, extension, forbearance in collection or forgiveness, of any indebtedness of IB or the release, modification, extension or any other change with respect to any other guarantor of the obligations hereunder or related obligations shall not in any manner release, affect or impair his liability under this guarantee. The undersigned further agrees that no invalidity of the Agreement, shall affect or impair his liability under this guarantee.

UFHC may, in its discretion, proceed against the undersigned, jointly and severally in the case of multiple guarantors, to collect any obligation covered by this guarantee without first proceeding against IB. Upon five days' written notice by UFHC, the undersigned shall pay any and all indebtedness, damages, costs and expenses due UFHC by IB and shall perform any and all duties and obligations of IB to UFHC.

This guarantee shall be construed pursuant to the laws of the State of Florida, shall inure to the benefit of UFHC, its successors and assigns, and shall be binding on the undersigned, his heirs and assigns.

Any notice to be given to the undersigned may be sent to the address provided below, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed duly given to the undersigned personally, whether or not actually received. Notices sent by mail shall be deemed duly given on the business day immediately following the date of mailing.

All disputes, claims, actions or proceedings arising directly or indirectly from or in connection with this guarantee shall be litigated at the election of UFHC, only in courts whose situs is within the State of Florida, and the undersigned hereby submits to the jurisdiction of any State or Federal Court within the City of Miami, State of Florida, appoints and designates UFHC (or any other party whom UFHC may from time to time hereinafter designate) as the undersigned's true and lawful attorney-in-fact and duly authorized agent for service of legal process, and agrees that service of such process upon such other party shall constitute personal service of such process upon the undersigned; provided that UFHC or such other party shall, within five days after receipt of any such process, forward the same by registered or certified mail to the address provided below. The undersigned waives any right which he may have to transfer or change the venue of any litigation or formal action brought against the undersigned by UFHC and any right to a jury trial.

All pronouns shall be deemed to refer to the masculine or feminine, as the identity of the person may require, and the singular shall import the plural in the context of this guarantee.

**Principal of Introducing Broker
Individually, as Guarantor**

Address

**Principal of Introducing Broker,
Individually, as Guarantor**

Address

**Spouse of Guarantor
Individually, as Guarantor**

Address

**Spouse of Guarantor,
Individually, as Guarantor**

Address

CORPORATE GUARANTEE

APPLICABLE IN CASES WHERE AN INTRODUCING BROKER IS OWNED & CONTROLLED BY A HOLDING COMPANY

CORPORATE GUARANTEE

In order to induce UFHC, ("UFHC") to enter into the Introducing Broker Clearing Agreement (the "Agreement"), to which this guarantee is attached, with _____ ("IB"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, jointly and severally in the case of multiple guarantors, unconditionally guarantees the prompt, full and complete performance of any and all covenants and agreements of IB to UFHC and the payment of any and all indebtedness, damages, costs and expenses (including attorneys' fees) owed to or which may become due to UFHC by IB of any and all indebtedness, damages, costs and expenses (including attorneys' fees) arising out of or relating to the business of IB.

This guarantee shall remain in full force and effect until the termination of the Agreement; provided, however, that the undersigned shall not be released from its obligations hereunder so long as any claim of UFHC against IB which arises out of, or relates to, directly or indirectly, the Agreement, is not settled to the satisfaction of UFHC or discharged in full.

The undersigned hereby expressly waives (a) notice of acceptance of this guarantee by UFHC, (b) notice of any default or non-performance of IB under the Agreement, (c) notice of any modification to the Agreement or extension of time granted to IB, (d) notice by UFHC of any Assignment of the Agreement, (e) notice by UFHC of the acceptance of an assignment of the Agreement by IB, and (f) all defenses, offsets and counter claims which the undersigned may at anytime have to any claim of UFHC against IB. The undersigned expressly acknowledges that assignment, amendment or modification of the Agreement or the renewal, extension, forbearance in collection or forgiveness, of any indebtedness of IB or the release, modification, extension or any other change with respect to any other guarantor of the obligations hereunder or related obligations shall not in any manner release, affect or impair its liability under this guarantee. The undersigned further agrees that no invalidity of the Agreement, shall affect or impair its liability under this guarantee.

UFHC may, in its discretion, proceed against the undersigned to collect any obligation covered by this guarantee without first proceeding against IB. Upon five days' written notice by UFHC, the undersigned shall pay any and all indebtedness, damages, costs and expenses due UFHC by IB and shall perform any and all duties and obligations of IB to UFHC.

This guarantee shall be construed pursuant to the laws of the State of Illinois, shall inure to the benefit of UFHC, its successors and assigns, and shall be binding on the undersigned, its successors and assigns.

Any notice to be given to the undersigned may be sent to the address provided below, and all communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed duly given to the undersigned, whether or not actually

received. Notices sent by mail shall be deemed duly given on the business day immediately following the date of mailing.

All disputes, claims, actions or proceedings arising directly or indirectly from or in connection with this guarantee shall be litigated at the election of UFHC, only in courts whose situs is within the State of Florida, and the undersigned hereby submits to the jurisdiction of any State or Federal Court within the City of Miami, State of Florida, appoints and designates UFHC (or any other party whom UFHC may from time to time hereinafter designate) as the undersigned's true and lawful attorney-in-fact and duly authorized agent for service of legal process, and agrees that service of such process upon such other party shall constitute service of such process upon the undersigned; provided that UFHC or such other party shall, within five days after receipt of any such process, forward the same by registered or certified mail to the address provided below. The undersigned waives any right which it may have to transfer or change the venue of any litigation or formal action brought against the undersigned by UFHC and any right to a jury trial.

Introducing Broker, as Guarantor

By: _____
Authorized Signatory

ATTEST: _____
Secretary

Corporate Principal of Introducing Broker, as Guarantor

Name of Corporation

Address: _____

By: _____
Authorized Signatory

ATTEST: _____
Secretary

CFTC FORM 1-FR-IB (PART B)**Guarantee Agreement**

In consideration for the introduction of commodity customer, option customer, foreign futures customer and foreign options customer accounts, _____

_____ an

introducing broker, to U F H C , a futures commission merchant registered with the Commission as such, and in satisfaction of the adjusted net capital requirements with which the introducing broker otherwise would have to comply pursuant to Commission Regulation 1.17, 17 C.F.R. 1.17, the futures commission merchant guarantees performance by the introducing broker of, and shall be jointly and severally liable for, all obligations of the introducing broker under the Commodity Exchange Act, as it may be amended from time to time, and the rules, regulations and orders which have been or may be promulgated thereunder with respect to the solicitation of and transactions involving all commodity customer, option customer, foreign futures customer and foreign options customer accounts of the introducing broker entered into on or after the effective date of this agreement.

This guarantee agreement shall be enforceable regardless of the subsequent incorporation, merger or consolidation of either the futures commission merchant or the introducing broker, or any change in the composition, nature, personnel or location of the futures commission merchant or the introducing broker.

For purposes of this agreement only, the futures commission merchant shall be deemed to be the agent of the introducing broker upon whom process may be served in any action or proceeding against the introducing broker under the Commodity Exchange Act and the rules, regulations, and orders promulgated thereunder.

The futures commission merchant acknowledges that at the time of execution of this guarantee agreement there are not any conditions precedent, concurrent or subsequent affecting, impairing or modifying in any manner the obligations of the futures commission merchant hereunder, or the immediate taking effect of this agreement as the entire agreement of the futures commission merchant with respect to guaranteeing the introducing broker's obligations as set forth herein to the Commission and to the introducing broker's commodity customers, option customers, foreign

futures customers and foreign options customers under the Commodity Exchange Act.

If this guarantee agreement is filed in connection with an application for initial registration as an introducing broker, this agreement shall be effective as of the date registration is granted to the introducing broker. If this guarantee agreement is filed other than in connection with an application for initial registration as an introducing broker, it shall be effective as of the date agreed to by the futures commission merchant and the introducing broker as set forth below.

This guarantee agreement is binding and is and shall remain in full force and effect unless terminated in accordance with the rules, regulations or orders promulgated by the Commission with respect to such terminations. Termination of this agreement will not effect the liability of the futures commission merchant with respect to obligations of the introducing broker incurred on or before the date this agreement is terminated.

Dated: _____

Dated: _____

**UFHC
Futures Commission Merchant**

Introducing Broker

**Address:
3467 N.E. 163 St.
North Miami.Beach
Fl., 33160**

Address:

By: _____
Andrew Stern, President

By: _____

_____ **General Partner
Chief Financial Officer
Chief Executive Officer**

Effective Date: _____

**SCHEDULE A
Compensation Schedule**

IB shall establish commissions to be paid by Customers within UFHC parameters at any given time. UFHC shall collect all commissions established by IB and paid on transactions executed and cleared for Customers.

During the term of the agreement, IB shall pay UFHC such amounts as are set forth below, by exchange, for transactions pursuant to this Agreement.

The Following will be the payout to FCM;

- > In addition to the above rates, exchange, clearing, are to be added.
- > All executed transactions entered for stock additional \$1.00 transaction fee per contract per side.
- > All executed transactions for overseas markets with foreign clearing broker charges in addition to the above rates.

Rates are based upon the current floor brokerage and clearing and exchange fees as charged by each respective clearing organization.

The foregoing charges and fees are based upon the type represented as of the date of this Agreement by the IB, the any change with respect to the type or level of such business of the IB, the charges and fees set forth herein shall be renegotiated in good faith by the parties hereto.

**UFHC
Futures Commission Merchant**

**Address:
3467 N. E. 163 St.
North Miami Beach, Fl , 33160**

**By: _____
Andrew Stern, President**

Introducing Broker

Address:

By: _____

SCHEDULE B

UFHC
Futures Commission Merchant

Address:
3467 N. E. 163 St.
North Miami Beach, Fl , 33160

By: _____

Andrew Stern, President

Introducing Broker

Address:

By: _____
