



**MGEX Info Xchange
Registered User Agreement**

This MGEX Info Xchange Registered User Agreement (the “Agreement”) sets out the terms that must be met by an individual or entity (“Applicant”) as defined in the Minneapolis Grain Exchange, Inc. (“MGEX”) Rules and Regulations, before an Applicant may be granted access to the MGEX Info Xchange (“MIX”) by MGEX. If granted access, the Applicant will be known as a “Registered User” or “User”.

Before an Applicant is granted access to the MIX, this Agreement must be properly completed and signed by the Applicant. The completed and signed Agreement is to be sent by mail, email or faxed to the following addresses:

Market Operations Division
MGEX
400 S. 4th Street, Suite 119
Minneapolis, MN 55415
612-321-7135
Fax: 612-321-7196
Email: mix@mgex.com

To Be Completed By Applicant (Please Print)

Name											
Street											
City	State	Zip									
Phone No.	Mobile Phone No.	<i>Password to be assigned by MGEX (do NOT complete this section)</i>									
E-mail Address											
Security Question: 1)What is the name of the street you grew up on? 2)What is your mothers maiden name? 3)What was the name of your first pet? ***Choose one question and put the answer in the below space***		<i>User ID to be assigned by MGEX (do NOT complete this section)</i>									
Question number-	Security question answer-										

By signing this Agreement, the Applicant, also may be referred to as “you” or “your,” agrees to all of the provisions below.

Applicable Rules, Regulations and Laws. The Applicant agrees to abide by the Rules, Regulations, Resolutions, Interpretations, customs, and practices of MGEX (the “MGEX Rules and Regulations”). Additionally, the Applicant agrees to abide by the Commodity Exchange Act, as amended, and the regulations promulgated thereunder, and any other applicable jurisdiction’s laws, rules or regulations.

While the Applicant is subject to all MGEX Rules and Regulations, the Applicant specifically acknowledges the application of Chapter 22 of the MGEX Rules and Regulations to Registered Users.

The Applicant agrees to comply with any other trading procedures, policies, guidelines, limitations or restrictions reported by MGEX.

This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota unless otherwise stated.

Use of MIX. The Applicant acknowledges receipt of adequate instruction on access to and use of the MIX. Further, the Applicant accepts all risks arising from use of or associated with the MIX and waives all rights to assert any claim against MGEX that such instruction was inaccurate or inadequate.

Representations and Warranties. The Applicant represents and guarantees the Applicant is not subject to any trading prohibition by any United States Federal, State or self-regulatory authority, or any foreign country, jurisdiction or authority.

The Applicant represents and warrants to MGEX that the Applicant is at least eighteen (18) years old and that the Applicant possesses the legal right and ability to enter into this Agreement and to use the MIX in accordance with this Agreement.

Access to the MIX. The Applicant acknowledges MGEX does not guarantee continuous, uninterrupted or secure access to the MIX.

The Applicant acknowledges access to the MIX may be denied by MGEX, in its sole discretion, with or without cause or prior notice to Applicant. Denial of access may be temporary or permanent. Applicant may be barred for abuse or attempted abuse of the MIX, any violation of the MGEX Rules and Regulations, or any other reason as determined by MGEX.

Applicant Obligations. Applicant agrees to promptly respond, provide documentation, and cooperate in all inquiries by MGEX. If there are any changes to the information completed above, the Applicant agrees to notify MGEX immediately.

Account Ownership and Liability. The Applicant agrees not to assign, transfer or sublicense rights as a subscriber to the MIX.

The Applicant agrees to be financially responsible for all usage or activity on the Applicants MIX account.

The Applicant accepts responsibility for protecting and monitoring the use of the Applicant's User ID and password, and agrees to be bound by and responsible for all actions taken through the use of the Applicant's User ID and password. The Applicant agrees that Applicant will be bound to and responsible for any information entered into the MIX under their User ID and password. No information entered into the MIX will be considered to be related to any executed trade.

Public Information. The Applicant understands that any posting on the MIX is available to the public for viewing.

Record Retention. The Applicant understands that any posting on the MIX will be maintained in the records of MGEX in its normal course of business and may be used in enforcement actions.

MGEX Rights. The Applicant understands that MGEX has the right to monitor and delete any postings on the MIX that MGEX believes are indecent, improper, in violation of the MGEX Rules and Regulations, copyright laws, or any other reason MGEX reasonably believes is in the best interest of MGEX.

External Links. The Applicant agrees and understands that the MIX may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by MGEX of any third-party site or any materials contained therein. MGEX may not control, and is not responsible for the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

MGEX Copyright and Trademarks.

The Applicant agrees that the Applicant will not nor permit the distribution, sale, or retransmission of any of the information displayed on the MIX to any third party.

The Applicant may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit content available via the MIX for any public and/or commercial use other than placing bids/asks on the MGEX trading platform without the prior written permission of MGEX.

The Applicant agrees not to use any trademarks, service marks, names, logos, or other identifiers of MGEX or its employees, licensors, independent contractors, providers, agents, representatives and affiliates (collectively, "Affiliates") without the prior written permission of MGEX or the relevant Affiliate.

MGEXpress®, and other related marks used on the MIX are registered trademarks of the Minneapolis Grain Exchange, Inc. in the United States and other countries.

Termination and Amendment. Notwithstanding anything to the contrary, the Applicant and MGEX agree and understand that either can terminate this Agreement at any time upon providing notice to the other. Further, the Applicant agrees that MGEX may amend this Agreement at anytime upon providing the Applicant with 30 days notice, except for termination which may done immediately.

Entire Agreement. This Agreement contains the entire agreement between the Applicant and MGEX, except for the applicable MGEX Rules and Regulations, regarding the subject matter hereof and supersedes all prior agreements or understandings between the Parties with respect thereto.

Severability. The terms of this Agreement will, where possible, be interpreted and enforced so as to sustain their legality and enforceability and enforced to the fullest extent permissible under applicable law. If any term hereof is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such term will be deemed amended to the extent necessary to render such term valid and enforceable and as close to the original intent as is permissible; such amendment to apply only regarding the operation of such term in the jurisdiction in which such adjudication is made.

Headings. The headings in this Agreement are provided for convenience only and have no legal affect on the Agreement's construction or interpretation.

Indemnification. The Applicant hereby agrees to indemnify, defend and hold harmless MGEX and its affiliates, employees, agents or representatives from and against any and all liability and costs incurred by MGEX or the affiliates, employees, agents or representatives in connection with any claim arising out of any breach or alleged breach of any of the Applicant's representations, warranties or obligations set forth in this Agreement. The Applicant will cooperate as fully as reasonably required in the defense of any claim. MGEX reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Applicant and the Applicant will not in any event settle any matter without the written consent of MGEX.

DISCLAIMER OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MIX (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SUBSCRIPTION-BASED SERVICES OR OTHER PAID PRODUCTS OR SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) IS PROVIDED "AS IS" AND "AS AVAILABLE." MGEX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR THE SUBSCRIPTION-BASED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT SERVICES WILL MEET

ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING FORUMS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, MGEX AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED), COMPATABILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT.

LIMITATION OF LIABILITY.

USE OF THE MIX IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE MIX.

UNDER NO CIRCUMSTANCES SHALL MGEX OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY THIRD-PARTY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES, SITE SOFTWARE OR SITE CONTENT FOR MGEX OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY AND/OR DEATH, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE MIX, EVEN IF MGEX, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES, CONTENT OR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE TOTAL LIABILITY OF MGEX AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE MIX. YOU HEREBY RELEASE MGEX AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Applicant's Signature

Date