

TEMPLATE: DO NOT SEND TO NFA
EXEMPT FOREIGN FIRM APPLICATION (FORM 7-R)
COMMODITY FUTURES TRADING COMMISSION
NATIONAL FUTURES ASSOCIATION

Instructions for Using the Exempt Foreign Firm Application Template

Read these instructions carefully before completing or reviewing the application. Do not send this document to NFA. It is a template that you may use to assist in filing the electronic application.

Not every section applies to every applicant. Certain sections apply depending on the registration category or categories being applied for. The text above these sections explains who must complete the section.

DEFINED TERMS

Terms that are underlined throughout the template are defined below. If you are completing this online, clicking on the underlined term will open a separate document containing the definitions.

DEFINITION OF TERMS

(The following terms are defined solely for the purpose of using NFA's Online Registration System.)

ALIAS: another name utilized by an individual or previously used by an entity.

DBA: abbreviation for Doing Business As. The firm is doing its futures or retail off-exchange forex business by this name.

ENTITY: any person other than an individual.

FINANCIAL SERVICES INDUSTRY: the commodities, securities, accounting, banking, finance, insurance, law or real estate industries.

OTHER NAME: For firms, including sole proprietors, any other name that the firm uses or has used in the past but not the name of any other legal entity that the firm has an affiliation or association with (see DBA). **For individuals,** this is any name the person is or has been known by. For example, a maiden name, an alias name that you use or are known by, or a previous name if you have changed your legal name.

PERSON: an individual, association, partnership, corporation, limited liability company, limited liability partnership, trust, or other form of business organization.

SELF-REGULATORY ORGANIZATION (SRO): a private, non-governmental organization authorized to set and enforce standards of conduct for an industry. NFA, FINRA (formerly known as NASD) and the securities and futures exchanges in the U.S. are examples of domestic SROs.

Additional Assistance

Additional information regarding registration requirements and specific topics can be found on the Registration page of NFA's web site at www.nfa.futures.org. NFA's Information Center, (800-621-3570 or 312-781-1410), is also available to provide assistance. It's normal hours are Monday through Friday, from 8:00 AM to 5:00 PM CT.

Name

Indicate the full legal name that appears on the firm's corporate filings.

Firm Name* _____

NFA ID# _____

Registration Categories*

Check category(ies) for which the applicant is seeking exemption.

- Introducing Broker
- Commodity Trading Advisor
- Commodity Pool Operator

Business Information

Business Address

Enter information. A P.O. Box address is not acceptable.

Street Address 1* _____

Street Address 2 _____

Street Address 3 _____

City _____

Province _____ Zip/Postal Code _____

Country* _____

PhoneNumber* _____

Fax Number _____

Email _____ Website/URL _____

Federal EIN _____ CRD/IARD ID _____

*Required to file application

Other Names

Enter any other name the firm uses or has used in the past. The name should not be the name of any other legal entity. For example, the name should not be the name of an affiliate, subsidiary or any other legal entity the firm may have an affiliation/association with.

Name _____	<input type="radio"/> In Use	<input type="radio"/> Not In Use
Name _____	<input type="radio"/> In Use	<input type="radio"/> Not In Use
Name _____	<input type="radio"/> In Use	<input type="radio"/> Not In Use
Name _____	<input type="radio"/> In Use	<input type="radio"/> Not In Use

Non-U.S. Regulator Information

Enter the name and location of each non-U.S. financial services industry regulatory authority or self-regulatory organization that regulates the applicant.

List of Non-U.S. Regulators

Agent Information

Indicate the applicant's agent, located in the U.S., for purposes of accepting delivery and services of communications.*

Agent Information

By indicating below that National Futures Association shall be the firm's agent for service of process and other communications and filing this Form 7-R, the firm agrees as follows:

WHEREAS, the Commodity Futures Trading Commission of the United States of America ("CFTC") has provided for the registration and regulation of persons engaged in the offer or sale in the United States, its territories or possessions, of futures contracts and options transactions made or to be made on or subject to the rules of a board of trade, exchange or market located outside the United States, its territories or possessions;

WHEREAS, the firm desires to engage in activities which would require it to register with the CFTC as an introducing broker, commodity pool operator, and/or commodity trading advisor;

WHEREAS, the firm qualifies for and desires to utilize the alternative to registration pursuant to CFTC Regulation §30.5 ("the alternative procedure") by appointing a United States agent for service of process and other communications;

WHEREAS, National Futures Association ("NFA") is a Delaware corporation authorized by the CFTC to act as agent for service of process and other communications for purposes of the alternative procedure; and

WHEREAS, the firm desires to appoint NFA as its agent for service of process and other communications;

NOW THEREFORE, the firm and NFA agree as follows:

1. Services. The firm appoints NFA as its agent for service of process and other communications, as contemplated by CFTC Regulation §30.5 (a) and (b). NFA shall accept service of process and other communications on behalf of the firm and shall transmit such communications to the firm. Such communications shall be transmitted to the address set forth in the application for confirmation of exemption, by guaranteed four-day delivery if the firm is located in a major metropolitan area serviced by generally recognized international air carriers or by the fastest available means of delivery if the firm is not located in such a major metropolitan area. Provided, however, that nothing in this Agreement shall require NFA to transmit communications by electronic or telephonic means except as provided below.

If communications served on NFA on behalf of the firm require a response in five days or less, NFA shall make a reasonable attempt to telephone the firm and advise the firm of the nature of the communication. At the firm's expense, NFA shall follow any reasonable instructions from the firm concerning the delivery of the communication. Provided, however, that NFA shall not be required to transmit any written communication by electronic or telephonic means without assurance, acceptable to NFA, that the firm will pay any costs connected with such transmission.

*Required to file application

Agent Information (continued)

Nothing in this Agreement shall authorize or require NFA to do any of the following: determine validity of service or refuse to accept service; enter an appearance on behalf of the firm; or settle, compromise, or defend any claim or action on behalf of the firm.

2. **Termination of Agreement.** This Agreement shall remain in force until terminated. The firm may terminate this Agreement by amending its application for confirmation of exemption from registration using NFA's Online Registration System to designate a different agent for service of process and such termination shall be effective on the date that the amendment is filed with NFA. NFA may terminate this Agreement upon thirty days' written notice to the firm. The withdrawal of the firm's confirmation of exemption from registration pursuant to CFTC Regulation 30.5 shall automatically terminate this Agreement effective on the date of such withdrawal.

Notwithstanding the termination of this Agreement, NFA's appointment as agent shall continue in effect for, and this Agreement shall govern, service of process or other communications with respect to any foreign futures or foreign options transactions entered into on or before the date this Agreement terminated.

3. **Liability.** NFA shall not be liable for incidental, consequential, or other special damages arising out of any actual or alleged breach of contract, negligence, or other action or inaction by NFA, its directors, officers, employees or agents in regard to the performance or nonperformance of this Agreement. NFA shall not be liable for any losses or damages, including actual damages, which are or could be mitigated by the firm.

If the firm defaults in any of the terms of this Agreement, the firm shall pay all costs and expenses, including reasonable attorneys' fees incurred by NFA in enforcing this Agreement.

4. **Indemnification.** Except as provided in Paragraph 3 of this Agreement, the firm shall indemnify and hold NFA harmless from any and all claims, liability, loss, damage, or expenses, including reasonable attorneys' fees, arising from NFA's performance of the services specified under this Agreement.
5. **No Assignment.** This Agreement shall not be assigned by either party without the written consent of the other.
6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America. Provided, however, that nothing in this Agreement shall be construed in any manner that is inconsistent with the Commodity Exchange Act and CFTC Regulations.
7. **Execution of Agreement, Choice of Forum and Consent to Jurisdiction.** This Agreement shall be deemed to have been made by both parties in Cook County, State of Illinois, United States of America. Each party hereto consents to the personal jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois over any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of this Agreement and agrees not to contest venue for any such proceeding in Cook County,

Agent Information (continued)

State of Illinois. The firm agrees that any action at law, suit in equity, or judicial proceeding under or which may otherwise arise out of this Agreement shall be instituted by the firm only in the Courts of the State of Illinois or the United States District Court for the Northern District of Illinois.

8. Severability. If any provision of this Agreement is held by any Court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected and this Agreement shall be construed and enforced as if this Agreement did not contain the provision which is held to be invalid, illegal, or unenforceable.
9. Heirs, Successors, and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by either party to any assignment of this Agreement except as provided in Paragraph 6 of this Agreement.
10. Notices. Except as otherwise provided in this Agreement, all notices or communications required by or given under this Agreement shall be deemed given as of the date of receipt or, if earlier, as of the date five days after such notices or communications are deposited in the United States mail, airmail postage prepaid, or in the mails of any other country, airmail postage prepaid, or delivered to any generally recognized international air carrier.

All notices to NFA shall be addressed as follows:

Vice President of Registration
National Futures Association
320 South Canal, Suite 2400
Chicago, Illinois 60606 U.S.A.

All written notices to the firm shall be addressed to the address set forth in the application for confirmation of exemption.

11. Effective Date. Confirmation of the exemption from registration pursuant to CFTC Regulation 30.5 shall constitute NFA's acceptance of this Agreement and this Agreement shall be effective upon such confirmation.

- National Futures Association
- A Registered Futures Commission Merchant through which the applicant does business
- A person in the business of providing services as an agent for service of process

Doing Business With Information

List all Futures Commission Merchants that the applicant does business with.

Doing Business With

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

Contact Information

Enter the requested contact information.

Exempt Foreign Firm Contact

First Name* _____

Last Name* _____

Title _____

Street Address 1* _____

Street Address 2 _____

Street Address 3 _____

City** _____ State* (U.S. Only) _____

Province _____ Zip/Postal Code** _____

Country* _____

Phone Number* _____

Fax Number _____

Email* _____

*Required to file application | **Required to file application for United States address

Paperwork Reduction Act Notice

OMB Numbers 3038-0023 and 3038-0072

You are not required to provide the information requested on a form subject to the Paperwork Reduction Act unless the form displays a valid OMB Control Number.

The time needed to complete and file Form 7-R, Form 7-W, Form 8-R and Form 8-T may vary depending upon individual circumstances. The estimated average times are:

Form 7-R					
FCM	0.6 hours	IB	0.5 hours	Form 7-W	0.1 hours
SD	1.1 hours	CPO	0.5 hours	Form 8-R	1.0 hour
MSP	1.1 hours	CTA	0.5 hours	Form 8-T	0.2 hours
RFED	0.6 hours	FT	0.6 hours		

Privacy Act Notice

The information in Forms 7-R, 7-W, 8-R and 8-T and on the fingerprint card is being collected pursuant to authority granted in Sections 2(c), 4f, 4k, 4n, 4s, 8a and 19 of the Commodity Exchange Act, 7 U.S.C. §§ 2(c), 6f, 6k, 6n, 6s, 12a and 23. Under Section 2(c), it is unlawful for anyone to engage in off-exchange foreign currency futures transactions or off-exchange foreign currency leveraged, margined or financed transactions with persons who are not eligible contract participants without registration, or exemption from registration, as a retail foreign exchange dealer, futures commission merchant, introducing broker, commodity pool operator or commodity trading advisor, as appropriate. Under Section 4d of the Commodity Exchange Act, 7 U.S.C. §6d, it is unlawful for anyone to act as a futures commission merchant or introducing broker without being registered in that capacity under the Act. Under Section 4m of the Commodity Exchange Act, 7 U.S.C. §6m, it is unlawful for a commodity trading advisor or commodity pool operator to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as a commodity trading advisor or commodity pool operator without being registered in the appropriate capacity under the Act, except that a commodity trading advisor who, during the course of the preceding 12 months, has not furnished commodity trading advice to more than 15 persons and does not hold himself out generally to the public as a commodity trading advisor, need not register. Under Section 4s of the Commodity Exchange Act, 7 U.S.C. §6s, it is unlawful for anyone to act as a swap dealer or major swap participant without being registered in that capacity under the Act. Under Section 19 of the Commodity Exchange Act, 7 U.S.C. §23, and Section 31.5 of the CFTC's regulations, it is unlawful for anyone to act as a leverage transaction merchant without being registered in that capacity under the Act.

The information requested in Form 7-R is designed to assist NFA and the CFTC, as appropriate, in determining whether the application for registration should be granted or denied and to maintain the accuracy of registration files. The information in Form 7-W is designed to assist NFA and the CFTC in determining whether it would be contrary to the requirements of the Commodity Exchange Act, or any rule, regulation or order thereunder, or the public interest to permit withdrawal from registration.

Privacy Act Notice (cont.)

The information requested in Form 8-R and on the fingerprint card will be used by the CFTC or NFA, as appropriate, as a basis for conducting an inquiry into the individual's fitness to be an associated person, floor broker or floor trader or to be a principal of a futures commission merchant, swap dealer, major swap participant, retail foreign exchange dealer, introducing broker, commodity trading advisor, commodity pool operator, leverage transaction merchant or non-natural person floor trader.

Portions of the information requested in Form 8-R will be used by the CFTC and, in appropriate cases, by NFA, to confirm the registration of certain associated persons. The information requested in Form 8-T will be used by the CFTC, and, in appropriate cases, by NFA, to record the registration status of the individual and, in appropriate cases, as a basis for further inquiry into the individual's fitness to remain in business subject to the CFTC's jurisdiction.

With the exception of the social security number and Federal employer identification number, all information in Forms 8-R and 8-T must be furnished. Disclosure of the social security number and Federal employer identification number is voluntary. The social security number and the Federal employer identification number are sought pursuant to the Debt Collection Improvement Act of 1996, which allows the CFTC to use the social security number or taxpayer identifying number furnished to the CFTC as part of the registration process for purposes of collecting and reporting on any debt owed to the U.S. Government, including civil monetary penalties. Although voluntary, the furnishing of a social security number or Federal employer identification number assists the CFTC and NFA in identifying individuals and firms, and therefore expedites the processing of those forms.

The failure by an applicant, registrant or principal to timely file a properly completed Form 7-R and all other related required filings may result in the denial of an application for registration or withdrawal thereof or, in the case of an annual records maintenance fee, treating the registrant as having petitioned for withdrawal. Failure by an applicant, registrant or principal to timely file or cause to be filed a properly completed Form 8-R or 8-T, any other required related filings, or a fingerprint card may result in the lapse, denial, suspension or revocation of registration, withdrawal of the application or other enforcement or disciplinary action by the CFTC or NFA.

NFA makes available to the public on NFA website(s), including the Background Affiliation Status Information Center (BASIC), firm directories, business addresses, telephone numbers, registration categories, effective dates of registration, registration status, and disciplinary action taken concerning futures commission merchants, introducing brokers, commodity pool operators, commodity trading advisors, swap dealers, major swap participants and retail foreign exchange dealers and their associated persons and principals; non-natural person floor traders and their principals; and floor trader order enterers.

Additional information on Forms 7-R, 7-W, 8-R and 8-T is publicly available, and may be accessed by contacting the National Futures Association, Registration Department, Suite 1800, 300 S. Riverside Plaza, Chicago, IL 60606-6615, except for the following information, which is generally not available for public release unless required under the Freedom of Information Act (FOIA):

- the fingerprint card, including its demographic information;
- social security number;
- date of birth;
- location of birth;

Privacy Act Notice (cont.)

- current residential address; and
- any supplementary information filed in response to the Form 8-R “Personal Information,” “Disciplinary Information,” “Matter Information,” or “Disclosure Matter” sections, Form 8-T “Withdrawal Reasons,” “Disciplinary Information,” or “Matter Information” sections, and Form 7-W, “Additional Customer Information” sections.

The CFTC, or NFA acting in accordance with rules approved by the CFTC, may disclose to third parties any information provided on Forms 7-R, 7-W, 8-R and 8-T pursuant to the Commodity Exchange Act, 7 U.S.C. § 1 et. seq., Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), and the Commission’s Privacy Act routine uses published in the Federal Register, which may include, but is not limited to, disclosure to Federal, state, local, or foreign law enforcement or regulatory authorities acting within the scope of their jurisdiction or for their use in meeting responsibilities assigned to them by law. The information will be maintained and disclosures will be made in accordance with CFTC Privacy Act System of Records Notice CFTC-12, National Futures Association (NFA) Applications Suite System (Exempted), CFTC-10, Investigatory Records (Exempted), or another relevant System of Records Notice, available from the CFTC “Privacy Program” page, <http://www.cftc.gov/Transparency/PrivacyOffice/index.htm>.

If an individual believes that information on the forms is confidential, the individual may petition the CFTC, pursuant to 17 CFR 145.9, to treat such information as confidential in response to requests under FOIA. 5 U.S.C. §552. The filing of a petition for confidential treatment, however, does not guarantee that the information will be treated confidentially in response to a FOIA request. The CFTC will make no determination as to confidential treatment of information submitted unless and until the information is the subject of an FOIA request.

This notice is provided in accordance with the requirements of the Privacy Act, 5 U.S.C. §552a(e)(3), and summarizes some of an individual’s rights under the Privacy Act, 5 U.S.C. §552a. Individuals desiring further information should consult the CFTC’s regulations under the Privacy Act, 17 CFR Part 146, and under the Freedom of Information Act, 17 CFR Part 145, and the CFTC’s published System of Records Notices, which describe the existence and character of each system of records maintained by the CFTC, available at the CFTC “Privacy Program” page.

Forms which have not been prepared and executed in compliance with applicable requirements may not be acceptable for filing. Acceptance of this form shall not constitute any finding that the information is true, current or complete. Misstatements or omissions of fact may constitute federal criminal violations [7 U.S.C. §13 and 18 U.S.C. §1001] or grounds for disqualification from registration.

Applicant Agreement

The applicant certifies that:

the answers and the information provided in the Form 7-R are true, complete and accurate and that in light of the circumstances under which the applicant has given them, the answers and statements in the Form 7-R are not misleading in any material respect;

the person who electronically files the Form 7-R on behalf of the applicant is authorized by the applicant to file the Form 7-R and to make the certifications, requests, acknowledgements, authorizations and agreements contained in this agreement;

if the applicant is an applicant for registration as an SD or MSP, the applicant undertakes that, no later than ninety (90) days following the date this Form 7-R is filed, it will be and shall remain in compliance with the requirement of Section 4s(b)(6) of the Commodity Exchange Act, 7 U.S.C. §6s(b)(6), that, except to the extent otherwise specifically provided by rule, regulation or order, the applicant may not permit any person associated with it who is subject to a statutory disqualification to effect or be involved in effecting swaps on behalf of the applicant, if the applicant knows, or in the exercise of reasonable care should know, of the statutory disqualification. For the purpose of this certification, “statutory disqualification” refers to the matters addressed in Sections 8a(2) and 8a(3) of the Act and “person” means an “associated person of a swap dealer or major swap participant” as defined in Section 1a(4) of the Act and CFTC regulations thereunder; and

if the applicant is an applicant for exemption from registration as an IB, CPO or CTA pursuant to CFTC Regulation 30.5:

the applicant does not act as an IB, CPO or CTA, respectively, in connection with trading on or subject to the rules of a designated contract market in the United States by, for or on behalf of any U.S. customer, client or pool;

the applicant irrevocably agrees to the jurisdiction of the Commission and state and federal courts located in the U.S. with respect to activities and transactions subject to Part 30 of the CFTC’s regulations; and

the applicant would not be statutorily disqualified from registration under §8a(2) or §8a(3) of the Act and is not disqualified from registration pursuant to the laws or regulations of its home country.

The applicant acknowledges that:

the applicant is subject to the imposition of criminal penalties under Section 9(a) of the Commodity Exchange Act, 7 U.S.C. §13(a), and 18 U.S.C. §1001 for any false statements or omissions made in the Form 7-R;

the applicant is responsible at all times for maintaining the information in the Form 7-R in a complete, accurate and current manner by electronically filing updates to the information contained therein; and

the applicant may not act:

in the case of an FCM, RFED, CPO, CTA or FT until registration has been granted,

in the case of an IB, until registration or a temporary license has been granted; or

in the case of an SD or MSP, until registration or provisional registration has been granted; or

Applicant Agreement (continued)

until confirmation of exemption from registration as an IB, CPO or CTA pursuant to CFTC Regulation 30.5 is granted.

The applicant authorizes that:

NFA may conduct an investigation to determine the applicant's fitness for registration or for confirmation of exemption from registration as an IB, CPO and CTA pursuant to CFTC Regulation 30.5; and

request that any person, including but not limited to contract markets, or non-U.S. regulatory or law enforcement agencies, furnish upon request to NFA or any agent acting on behalf of NFA any information requested by NFA in connection with any investigation conducted by NFA to determine the applicant's fitness for registration or for confirmation of exemption from registration as an IB, CPO and CTA pursuant to CFTC Regulation 30.5;

The applicant agrees that:

the applicant will cooperate promptly and fully, consistent with applicable Federal law, in any investigation to determine the applicant's fitness for registration or for confirmation of exemption from registration as an IB, CPO and CTA pursuant to CFTC Regulation 30.5, which investigation may include contacting non-U.S. regulatory and law enforcement authorities, including the submission of documents and information to NFA that NFA, in its discretion, may require in connection with the applicant's application for registration or confirmation of exemption from registration as an IB, CPO and CTA pursuant to CFTC Regulation 30.5;

any person furnishing information to NFA or any agent acting on behalf of NFA in connection with the investigation so authorized is released from any and all liability of whatever nature by reason of furnishing such information to NFA or any agent acting on behalf of NFA; and

if the applicant is a non-U.S. applicant:

subject to any applicable blocking, privacy or secrecy laws, the applicant's books and records will be available for inspection by the CFTC, the U.S. Department of Justice ("DOJ") and NFA for purposes of determining compliance with the Act, CFTC Regulations and NFA Requirements;

subject to any applicable blocking, privacy or secrecy laws, such books and records will be produced on 72-hours notice at the location in the United States stated in the Form 7-R or, in the case of an IB, CPO or CTA confirmed as exempt from registration pursuant to CFTC Regulation 30.5, at the location specified by the CFTC or DOJ, provided, however, if the applicant is applying for registration as an FCM, SD, MSP or RFED, upon specific request, such books and records will be produced on 24-hours notice except for good cause shown; the applicant will immediately notify NFA of any changes to the location in the United States where such books and records will be produced;

except as the applicant has otherwise informed NFA or the CFTC in writing, the applicant is not subject to any blocking, privacy or secrecy laws which would interfere with or create an obstacle to full inspection of the applicant's books and records by the CFTC, DOJ and NFA;

subject to any applicable blocking, privacy or secrecy laws, the failure to provide the CFTC, DOJ or NFA with access to its books and records in accordance with this agreement may be grounds for enforcement and disciplinary sanctions, denial, suspension or revocation of registration, withdrawal of confirmation of exemption

Applicant Agreement (continued)

from registration as an IB, CPO or CTA pursuant to CFTC Regulation 30.5; and

subject to any applicable blocking, privacy or secrecy laws, the applicant for registration shall provide to NFA copies of any audit or disciplinary report related to the applicant for registration issued by any non-U.S. regulatory authority or non-U.S. self-regulatory organization and any required notice that the applicant for registration provides to any non-U.S. regulatory authority or non-U.S. self-regulatory organization and shall provide these copies both as part of this application and thereafter immediately upon the applicant for registration's receipt of any such report or provision of any such notice.

AGREE