

Client Initials _____ MBK Initials _____

I, [Print Name] _____ the undersigned CLIENT, agree to the terms and conditions as stated below.

I. With my signed authorization allowing Mr. Kurzencwyg to act with **Limited Power of Attorney** to execute trades to my futures account using his **Fortress Rubicon** day trading automated system, I will not hold himself or any of his employees responsible for any monetary losses that may incur due to execution trades, technical issues or any issue whatsoever that may arise in the enforcement of the automated system in live trading to my futures account. I understand that the automated system has been tested for live trading and is fully operational under normal and habitual circumstances.

II. I understand that trading futures involves risk, and that an investor can potentially lose more than his or her original investment. I am clear that past performance is not indicative of future results and that there are no guarantees in profit when trading any automated system, including the Fortress Rubicon system.

III. Mr. Kurzencwyg will manage his automated system on my behalf. This includes refreshing charts, adding or subtracting lots to trade, and monitoring any technical issues should they arise. The system will operate from 9:30am EST to 4:10pm EST. No trades will be executed before or after these specified times unless required to offset a position already held in the market. Only automated executions to my account will take place. Mr. Kurzencwyg will NOT manually enter or exit the market unless required to stabilize the system should there be an error or technical issue like a power outage or any related issue of the sort.

IV. I understand that Mr. Kurzencwyg will manage the Fortress Rubicon automated system on my behalf for 12 consecutive months starting from the date of this signed agreement. **He will manage the system at no charge asking no management fee or residuals on profit made by using the system live.**

V. Mr. Kurzencwyg will not trade the automated system on days when the Regular Trading Hours session ends earlier than the normal Exchange set trading cycle, like on holiday trading sessions. No trades will be made to my account between the dates of December 23 to December 31 and this 8 day holiday period is not included in the 20 day maximum Days Off period stated in Clause VI.

VI. I will agree to and allow Mr. Kurzencwyg up to 20 consecutive or separate days over the course of 365 days of this contract agreement as Days Off to break from trading or to celebrate religious holidays.

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I have read the terms and conditions as outlined above and hereby affix my signature below in agreement.

DATE: _____

CLIENT NAME (Printed Name), _____

ADDRESS, _____

PHONE NUMBER, _____

EMAIL ADDRESS, _____

CLIENT SIGNATURE **X** _____

M. B. KURZENCWYG SIGNATURE **X** _____