

Clarke Capital Management, Inc.

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 the month and year, _____ by and between CLARKE CAPITAL MANAGEMENT, INC., an Illinois corporation, hereinafter referred to as the "Advisor" and _____, hereinafter referred to as the "Client".

This agreement specifically relates to accounts, which are initially funded at less than the "fully-funded" and recommended minimum, or multiples thereof, for the selected program. The selected program to which this document refers is the:

<u>Program</u>	<u>Account Minimum</u>
<input type="checkbox"/> Orion	\$200,000
<input type="checkbox"/> Global Basic	\$50,000
<input type="checkbox"/> Worldwide Program	\$250,000
<input type="checkbox"/> Global Magnum	\$100,000
<input type="checkbox"/> Omega	\$225,000
<input type="checkbox"/> Millennium	\$1,000,000
<input type="checkbox"/> FX-Plus	\$1,000,000
<input type="checkbox"/> Jupiter	\$3,000,000

This agreement is in addition to the COMMODITY ADVISORY AGREEMENT also made and entered into between the Advisor and the Client.

IT IS AGREED:

1. The Client represents and warrants that he has deposited, or has on deposit with _____, hereinafter called the "Broker", funds and/or securities in the amount of \$_____, thereby establishing an "Account". The amount of this deposit is _____% of a "fully-funded" account size of \$_____, or _____ unit(s) for the program as described in the Disclosure Document of the Advisor. The Client on his own accord and not with the recommendation of the Advisor instructs the Advisor to trade the account as if it were established at the aforementioned "fully-funded" amount.

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(continued)

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 HIS/HER ACCOUNT, THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

4. THE CLIENT ACKNOWLEDGES THAT HIS/HER 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 ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

5. THE CLIENT ACKNOWLEDGES THAT THE AMOUNT OF FUNDS THAT INITIALLY ESTABLISHED THE ACCOUNT IS NOT THE MAXIMUM POSSIBLE LOSS THAT HIS/HER 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 FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

7. 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 HIS/HER ACCOUNT AS COMPARED TO AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

8. This agreement supersedes all prior SUPPLEMENTAL COMMODITY ADVISORY AGREEMENT FOR NOTIONALLY-FUNDED ACCOUNTS entered into by and between the Advisor and the Client for the specific program indicated in this agreement.

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Supplemental Commodity Advisory Agreement for Notionally-Funded Accounts (continued)

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

CLARKE CAPITAL MANAGEMENT, INC. BY: _____
Principal of Clarke Capital Management, Inc.

Client(s):

(Print Name)

(Signature)

(Date)

(Print Name)

(Signature)

(Date)