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UNITED STATES OF AMERICA
Before the
COMMODITY FUTURES TRADING COMMISSION

In the Matter of:

EINSTEIN EXCHANGE GROUP
INC., CINDIUM INC. and IRINA
FELDMAN

Respondents.

CFTC Docket No. 16-26

ORDER INSTITUTING PROCEEDINGS PURSUANT TO
SECTIONS 6(c) AND 6(d) OF THE COMMODITY EXCHANGE ACT, MAKING
FINDINGS AND IMPOSING REMEDIAL SANCTIONS

I.

The Commodity Futures Trading Commission (“Commission”) has reason to believe that from in or about December 2015 to at least May 2016 (the “Relevant Period”), Einstein Exchange Group Inc. (“Einstein”), Cindium Inc. (“Cindium”) and Irina Feldman (“Feldman”) (collectively “Respondents”) violated Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Commodity Exchange Act (“Act”), 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Commission Regulations (“Regulations”) 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015). Therefore, the Commission deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted to determine whether Respondents engaged in the violations set forth herein and to determine whether any order should be issued imposing remedial sanctions.

II.

In anticipation of the institution of an administrative proceeding, Respondents have submitted an Offer of Settlement (“Offer”), which the Commission has determined to accept. Without admitting or denying any of the findings or conclusions herein, Respondents consent to the entry of this Order Instituting Proceedings Pursuant to Sections 6(c) and 6(d) of the Commodity Exchange Act, Making Findings and Imposing Remedial Sanctions (“Order”) and acknowledge service of this Order.¹

¹ Respondents consent to the entry of this Order and to the use of these findings in this proceeding and in any other proceeding brought by the Commission or to which the Commission is a party; provided, however, that Respondents do not consent to the use of the Offer, or the findings or conclusions in this Order consented to in the Offer, as the sole basis for any other proceeding brought by the Commission, other than in a proceeding in bankruptcy or to enforce the terms of this Order. Nor do Respondents

III.

The Commission finds the following:

A. SUMMARY

During the Relevant Period, Respondents Einstein and Cindium, which acted as unregistered Commodity Pool Operators (“CPOs”) and Commodity Trading Advisors (“CTAs”), and Feldman, and/or their agents, fraudulently solicited, accepted and received approximately \$401,000 from at least 30 pool participants for the purpose of Respondents trading and managing on behalf of a pool foreign currency (“forex”), futures, options, commodities and other investments. In soliciting these funds, Respondents guaranteed monthly returns on the pool participants’ investments and guaranteed that participants’ invested principal would never lose value. None of the funds received from the pool participants, however, was ever deposited in trading accounts and Respondents instead misappropriated participants’ funds.

B. RESPONDENTS

1. **Einstein Exchange Group Inc.** is a California corporation formed on November 17, 2015, with its principal place of business in Century City, California. Einstein applied for registration with the Commission as a CPO on or about December 15, 2015; that application is no longer pending with the Commission because Einstein failed to designate a principal on behalf of Einstein to the Commission. In that application, Einstein stated that it did business as Cindium. Einstein has never been registered as a CPO, CTA or in any other capacity with the Commission.

2. **Cindium Inc.** is a Nevada corporation formed on December 30, 2005, with its principal place of business in Century City, California. Cindium Inc. has never been registered as a CPO, CTA or in any other capacity with the Commission.

3. **Irina Feldman** is a resident of Beverly Hills, California. On or about January 13, 2016, Feldman applied for registration with the Commission as an associated person of Einstein, and in that application was listed as the CEO, owner and principal of Einstein. That application for registration is no longer pending with the Commission because Feldman failed to provide the requisite information and/or documents required for registration. Feldman also had signatory authority on Einstein’s and Cindium Inc.’s bank accounts, and was listed as a sole owner of Cindium Inc. on Cindium Inc.’s bank records. Feldman exercised control over both Einstein and Cindium Inc. Feldman has never been registered in any capacity with the Commission.

C. FACTS

During the Relevant Period, Respondents and/or their agents solicited prospective pool participants using an internet website – www.cindium.com (the “Website”). The Website stated

consent to the use of the Offer or this Order, or the findings or conclusions in this Order consented to in the Offer, by any other party in any other proceeding.

that “Cindium generates profit leveraging investment funds under management. We use your money to make more money. This formula allows us to grow our pooled funds to aggressively invest and generate great returns.” The Website solicited the retail public to invest in a pool that, according to the Website, specialized in “high risk and high volume day trading the Forex market,” as well as in trading futures, options, commodities and stocks and in investing in other investment vehicles.

The Website stated that Cindium “[t]hroughout the years ... has helped clients to grow their investment portfolio” with “experts and highly trained traders based in the United States and overseas, with more than 35 years combined trading experience.” In fact, Respondents have not conducted any trading at all, and Einstein and/or Cindium did not open any bank accounts until November 2015. The Website also stated that Cindium managed the trading of forex, options, commodities and other products for the pool. During the Relevant Period, Respondents were not registered as a CPO or CTA.

To induce prospective pool participants to invest, the Website guaranteed monthly returns on investments from two to ten percent (this would amount to annual returns of 24 to 120 percent), and guaranteed that the principal invested would never lose value. In this regard, the website made the following claims: “Cindium offers a 100% absolutely risk-free warrant against any money invested in our platform. Principal protection for the life of the account;” “We have eliminated the risk essentially making your principal investment risk free;” and “We have structured a platform eliminating risk so your principal investment will never lose value.”

When prospective pool participants responded to the Website, they were solicited to invest by loaning money to Cindium for the purpose of trading primarily forex, as well as futures, options, commodities, and for other investments. Pool Participants were given loan agreements that guaranteed monthly returns of from two to five percent², and were instructed to either send a check made payable to Cindium to the Century City, California address, wire funds to an Einstein or Cindium Inc. bank account or use a credit or debit card. In addition, Einstein’s bank account records stated that it was doing business as Cindium, and revealed that it received checks and wires from pool participants, and funds from credit card purchases made by pool participants.

During the Relevant Period, Respondents received approximately \$401,000 from at least 30 pool participants, at least some or all of which were not eligible contract participants (“ECPs”) as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012), for the purpose of trading leveraged, margined or financed off-exchange forex, as well as other investments.

Contrary to the claims made on the Website, Respondents did not trade any of these funds and Respondents had no active trading accounts in their names. Instead, Respondents misappropriated all of the pool participants’ funds, which were used by Respondents to make payments of “monthly returns” to pool participants, and to pay for personal and business expenses, including travel, meals, car payments, payment of traffic violations, and purchases at luxury retailers like Louis Vuitton.

² Although the Website guaranteed between 2-10% returns, the actual loan agreements guaranteed between 2-5%.

IV.

LEGAL DISCUSSION

A. Respondents Defrauded Pool Participants

During the Relevant Period, in connection with commodity futures transactions made or to be made, for on behalf of pool participants who provided funds to Respondents for the purpose of trading futures, Respondents cheated, defrauded or attempted to cheat or defraud such pool participants, and willfully deceived or attempted to deceive such pool participants in regard to orders or contracts or the disposition or execution of orders or contracts, or in regard to acts of agency performed by Respondents with respect to orders or contracts for or with such pool participants, in violation of Section 4b(a)(1)(A) and (C) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C) (2012).

During the Relevant Period, Respondents, in or in connection with the making of forex transactions³ made, or to be made, for or on behalf of, or with, non-ECP pool participants, cheated, defrauded or attempted to cheat or defraud such pool participants, and willfully deceived or attempted to deceive pool participants in regard to orders or contracts or the disposition or execution of orders or contracts, or in regard to acts of agency performed by Respondents with respect to orders or contracts for or with such pool participants in violation of Sections 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. §§ 6b(a)(2)(A) and (C) (2012).

During the Relevant Period, Respondents also, through the use of the mails or other means or instrumentalities of interstate commerce, directly or indirectly, in or in connection with retail forex transactions, cheated or defrauded or attempted to cheat or defraud pool participants; and willfully deceived or attempted to deceive such pool participants by any means whatsoever, in violation of Regulations 5.2(b)(1) and (3), 17 C.F.R. §§ 5.2(b)(1) and (3) (2015).

Respondents violated Section 4b of the Act and Regulation 5.2(b) by: (1) the Website's fraudulent solicitation of pool participants by guaranteeing monthly returns of 2-10%, guaranteeing that principal investments would never lose value, misstating that Cindium had a track record of helping clients to grow their investments, misstating that Cindium had experts and highly trained traders with 35 years combined trading experience, and misstating that Cindium specialized in high risk and high volume day trading in the forex market and in trading

³ The Commission possesses jurisdiction over Respondents' fraud in connection with off-exchange forex pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012). Section 2(c)(2)(C)(iv) provides that Section 4b shall apply to any forex agreement, contract, or transaction over which the Commission has jurisdiction "as if the agreement, contract, or transaction were a contract of sale of a commodity for future delivery." During the Relevant Period, Respondents were not a financial institution, registered broker or dealer, insurance company, financial holding company, investment bank holding company, or an associated person of any of the foregoing.

futures and commodities; and (2) misappropriating pool participants' funds.⁴

Sections 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6o(1)(A)-(B), make it unlawful for a CPO or a CTA by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, to employ any device, scheme, or artifice to defraud any client or pool participant or prospective client or pool participant, or to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or pool participant or prospective client or pool participant. The same conduct that constitutes violations of Section 4b(a)(1) and (2) of the Act, as described above, also constitutes violations of Sections 4o(1)(A) and (B) of the Act. *See, e.g., CFTC v. Skorupskas*, 605 F. Supp. 923, 932-33 (E.D. Mich. 1985). By its fraudulent actions during the Relevant Period, Einstein and Cindium Inc., through the use of the mails or other means or instrumentalities of interstate commerce, while acting as a CPO and a CTA, directly or indirectly employed a device, scheme, or artifice to defraud pool participants, or engaged in transactions, practices or a course of business which operated as a fraud or deceit upon such pool participants, in violation of Sections 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6o(1)(A)-(B) (2012).

⁴ The use of loans has been held to be covered by the “in connection with” language of Section 4b of the Act where, as here, the loans were secured for the purpose of trading forex, and were obtained by the making of fraudulent misrepresentations to clients. *See CFTC v. Gresham*, No. 3:09-CV-75-TWT, 2011 WL 8249266, at *3 (N.D. Georgia, Sept. 8, 2011) (The Court found that Gresham gave promissory notes to his clients with the understanding that the funds were to be used to trade forex. Gresham, however, made false promises to clients that the investments would generate large profits and misappropriated their funds. The Court concluded that the promissory notes were “in connection” with Gresham's fraudulent conduct and that the CFTC has jurisdiction over the promissory notes. In sum, the Court held that “by its terms, Section 4b is not restricted in its application to instances of fraud or deceit ‘in’ orders to make or the making of contracts. Rather, Section 4(b) encompasses conduct ‘in or in connection with’ futures transactions. The plain meaning of such broad language cannot be ignored. . .”).

B. Einstein and Cindium Inc. Both Acted as an Unregistered CPO and CTA

During the Relevant Period, both Respondents Einstein and Cindium Inc. operated as an unregistered CPO, as defined in Section 1a(11)(A)(i)(I)-(II) of the Act, 7 U.S.C. § 1a(11)(A)(i)(I)-(II) (2012), in that they engaged in a business that is in the nature of an investment trust, syndicate or similar form of enterprise, and in connection therewith, solicited, accepted or received from others, funds, securities, or property for the purpose of trading futures or forex. During the Relevant Period, both Respondents Einstein and Cindium Inc. also operated as an unregistered CTA, as defined in Section 1a(12)(A)(i)(I)-(II) of the Act, 7 U.S.C. § 1a(12)(A)(i)(I)-(II) (2012), in that they, for compensation or profit, engaged in the business of advising others as to the advisability of trading in any contract of sale of a commodity for future delivery, or any agreement, contract or transaction in forex, in that they claimed to manage the trading of forex, options, commodities and other products for the pool.

During the Relevant Period, both Einstein and Cindium Inc. acted as a CPO and a CTA and made use of the mails or any means or instrumentality of interstate commerce in connection with their business as a CPO and CTA without registering as a CPO and a CTA as required, in violation of Section 4m(l) of the Act, 7 U.S.C. § 6m(l) (2012).

Additionally, by acting as a CPO and CTA during the Relevant Period without registering as a CPO and a CTA as required, both Einstein and Cindium Inc. violated Regulations 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.3(a)(2)(i) and (3)(i) (2015).

C. Feldman is Liable as a Controlling Person, and Einstein and Cindium Inc. are Vicariously Liable

Respondent Feldman, the CEO, owner and principal of Einstein and had signatory authority on Einstein's and Cindium's bank accounts, and was listed as signatory and sole owner of Cindium on Cindium's bank records, controlled Einstein and Cindium, directly or indirectly, and directly herself and/or through her agents did not act in good faith or knowingly induced, directly or indirectly, Einstein's and Cindium Inc.'s act or acts in violation of the Act, and/or Regulations; therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), Feldman is liable for Einstein's and Cindium Inc.'s violations of Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Regulations 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015).

The foregoing acts, omissions, and failures of Feldman occurred within the scope of her employment, office, or agency with Einstein and Cindium Inc.; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2015), Einstein and Cindium Inc. are liable for Feldman's acts, omissions, and failures in violation of Sections 4b(a)(1)(A) and (C), and 4b(a)(2)(A) and (C) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), and 6b(a)(2)(A) and (C) (2012); and Regulations 5.2(b)(1) and (3), 17 C.F.R. §§ 5.2(b)(1) and (3) (2015).

V.

FINDINGS OF VIOLATION

Based on the foregoing, the Commission finds that, during the Relevant Period, Einstein, Cindium Inc. and Feldman violated Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Regulations 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015).

VI.

OFFER OF SETTLEMENT

Respondents have submitted the Offer in which they, without admitting or denying the findings and conclusions herein:

- A. Acknowledge receipt of service of this Order;
- B. Admit the jurisdiction of the Commission with respect to all matters set forth in this Order and for any action or proceeding brought or authorized by the Commission based on violation of or enforcement of this Order;
- C. Waive:
 - 1. The filing and service of a complaint and notice of hearing;
 - 2. A hearing;
 - 3. All post-hearing procedures;
 - 4. Judicial review by any court;
 - 5. Any and all objections to the participation by any member of the Commission's staff in the Commission's consideration of the Offer;
 - 6. Any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2012) and 28 U.S.C. § 2412 (2012), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Commission's Regulations, 17 C.F.R. §§ 148.1-30 (2015), relating to, or arising from, this proceeding;
 - 7. Any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to, or arising from, this proceeding; and

8. Any claims of Double Jeopardy based on the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief;
- D. Stipulate that the record basis on which this Order is entered shall consist solely of the findings contained in this Order to which Respondents have consented in the Offer;
- E. Consent, solely on the basis of the Offer, to the Commission's entry of this Order that:
1. Makes findings by the Commission that Respondents violated Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Regulations 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015);
 2. Orders Respondents to cease and desist from violating Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Regulations 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015);
 3. Orders Respondents to pay, jointly and severally, restitution in the amount of four hundred one thousand Dollars (\$401,000), plus post-judgment interest;
 4. Orders Respondents to pay, jointly and severally, a civil monetary penalty in the amount of two hundred thousand Dollars (\$200,000), plus post-judgment interest;
 5. Appoints the National Futures Association ("NFA") as Monitor in this matter;
 6. Orders that Respondents be permanently prohibited from, directly or indirectly, engaging in trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012)), and all registered entities shall refuse them trading privileges; and
 7. Orders Respondents and their successors and assigns to comply with the conditions and undertakings consented to in the Offer and as set forth in Part VII of this Order.

Upon consideration, the Commission has determined to accept the Offer.

VII.

ORDER

Accordingly, IT IS HEREBY ORDERED THAT:

- A. Respondents shall cease and desist from violating Sections 4b(a)(1)(A) and (C), 4b(a)(2)(A) and (C), 4m(1), and 4o(1)(A)-(B) of the Act, 7 U.S.C. §§ 6b(a)(1)(A) and (C), 6b(a)(2)(A) and (C), 6m(1), and 6o(1)(A)-(B) (2012); and Regulations 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i), 17 C.F.R. §§ 5.2(b)(1) and (3), and 5.3(a)(2)(i) and (3)(i) (2015).
- B. Respondents shall pay, jointly and severally, restitution in the amount of four hundred one thousand Dollars (\$401,000) (“Restitution Obligation”), plus post-judgment interest. Post-judgment interest shall accrue on the Restitution Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2012). Any funds returned by Respondents to the pool participants prior to the date of this Order shall be credited to the Respondents’ Restitution Obligation and reduced from the amount of restitution owed.

To effect payment by Respondents and the distribution of restitution to Respondents’ customers, the Commission appoints the NFA as “Monitor.” The Monitor shall collect payments of the Restitution Obligation from Respondents and make distributions as set forth below. Because the Monitor is not being specially compensated for these services, and these services are outside the normal duties of the Monitor, it shall not be liable for any action or inaction arising from its appointment as Monitor other than actions involving fraud.

Respondents shall make their payments of the Restitution Obligation under this Order in the name of the “Einstein Exchange Group Inc., Cindium Inc. and Irina Feldman Settlement Fund” and shall send such payments by electronic funds transfer, or U.S. postal money order, certified check, bank cashier’s check, or bank money order to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under a cover letter that identifies the paying Respondent and the name and docket number of this proceeding. The paying Respondent shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

The Monitor shall oversee Respondents’ Restitution Obligation and shall have the discretion to determine the manner of distribution of funds in an equitable fashion to Respondents’ customers or may defer distribution until such time as the Monitor may deem appropriate. In the event that the amount of payments of the Restitution Obligation to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a restitution distribution is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which

the Monitor shall forward to the Commission, as discussed below. To the extent any funds accrue to the U.S. Treasury for satisfaction of Respondents' Restitution Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth in this Order.

- C. Respondents shall pay, jointly and severally, a civil monetary penalty in the amount of two hundred thousand (\$200,000) ("CMP Obligation"), plus post-judgment interest. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2012).

Respondents shall pay the CMP Obligation by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, then the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables
DOT/FAA/MMAC/AMZ-341
CFTC/CPSC/SEC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
(405) 954-7262 office
(405) 954-1620 fax
nikki.gibson@faa.gov

If payment is to be made by electronic funds transfer, Respondent(s) shall contact Nikki Gibson or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Respondent(s) shall accompany payment of the CMP Obligation with a cover letter that identifies the paying Respondent and the name and docket number of this proceeding. The paying Respondent shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

- D. Respondents are permanently prohibited from, directly or indirectly, engaging in trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012)), and all registered entities shall refuse them trading privileges; and
- E. Respondents and their successors and assigns shall comply with the following conditions and undertakings set forth in the Offer:
1. Public Statements: Respondents agrees that neither they nor any of their successors and assigns, agents or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any

findings or conclusions in this Order or creating, or tending to create, the impression that this Order is without a factual basis; provided, however, that nothing in this provision shall affect Respondents': (i) testimonial obligations; or (ii) right to take legal positions in other proceedings to which the Commission is not a party. Respondents and their successors and assigns shall undertake all steps necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement.

2. Respondents agree that they shall never, directly or indirectly:
 - a. enter into any transactions involving commodity interests" (as that term is defined in Regulation 1.3(yy), 17 C.F.R. § 1.3(yy) (2015)) for Respondents' own personal account(s) or for any account(s) in which Respondents have a direct or indirect interest;
 - b. have any commodity interests traded on Respondents' behalf;
 - c. control or direct the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;
 - d. solicit, receive, or accept any funds from any person for the purpose of purchasing or selling any commodity interests;
 - e. apply for registration or claim exemption from registration with the Commission in any capacity, and engage in any activity requiring such registration or exemption from registration with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2015); and/or
 - f. act as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2015)), agent or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38) (2012)) registered, required to be registered, or exempted from registration with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2015).
- F. Cooperation with Monitor: Respondents shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Respondents' customers, whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any restitution payments. Respondents shall execute any documents necessary to release funds that they have in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.
- G. Cooperation with the Commission: Respondents shall cooperate fully and expeditiously with the Commission, including the Commission's Division of Enforcement, and any other governmental agency in this action, and in any investigation, civil litigation, or


administrative matter related to the subject matter of this action or any current or future Commission investigation related thereto.

- H. Partial Satisfaction: Respondents understand and agree that any acceptance by the Commission or the Monitor of any partial payment of Respondents' Restitution Obligation or CMP Obligation shall not be deemed a waiver of their obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

- I. Change of Address/Phone: Until such time as Respondents satisfy in full their Restitution Obligation and CMP Obligation as set forth in this Consent Order, Respondents shall provide written notice to the Commission by certified mail of any change to their telephone number and mailing address within ten (10) calendar days of the change.

The provisions of this Order shall be effective as of this date.

By the Commission.



Christopher J. Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission

Dated: August 22, 2016