Brand Program Agreement — Model Program Advisors, LLC (Template)

Model Program Advisors, LLC (proposed) · a multi-program commodity trading advisor · mpaclient.com

Template · October 2026 · Between the CTA and each brand whose members may enroll in the CTA's programs · Draft for counsel review

1. Parties and Purpose

This Agreement is between [CTA NAME], LLC, a commodity trading advisor registered with the CFTC and a Member of NFA (NFA ID [___]) (the "Advisor"), and WEB PROS MARKETING, LLC, operator of the AI Trade Pros platform (the "Brand"). The Brand operates an education and software platform whose members may, at their own election, enroll as clients of the Advisor in the trading programs described in the Advisor's Disclosure Document (the "Programs"). This Agreement governs that relationship. It is not an advisory agreement, a solicitation agreement, or a revenue-sharing agreement, and it creates no agency between the parties. The Infrastructure Seat License between the parties is a separate agreement; nothing in this Agreement alters it.

2. The Programs and the Doorway

The Advisor designates the Programs available to the Brand's members in Schedule A and may add, modify, or withdraw Programs on [30] days' notice (immediately where required by law or regulator). The Advisor operates an enrollment doorway for the Programs (the "Doorway"), presented under the Advisor's name and NFA ID either within the Brand's member portal or on the Advisor's own domain by single sign-on, through which a member reads and acknowledges the Disclosure Document, completes the Advisor's client information, signs the Advisor's client agreement, elects a Program and provider, sets limits, and links a trade-only API key. All records created at the Doorway are the Advisor's records. The Brand's only involvement is to present the Advisor's approved routing material (§5) and to pass the member's identity attributes to the Doorway under §6.

3. No Compensation to the Brand

The Advisor shall pay the Brand nothing in connection with any member's enrollment, funding, trading, fees, or results — no referral fee, revenue share, per-client payment, marketing allowance, rebate, or gift — and the Brand shall accept none. The Brand's compensation from its members for education and software is its own and is outside this Agreement. The Infrastructure Seat License is the only payment between the parties, is fixed per active seat, is never a percentage of the Advisor's fees, and is never adjusted by reference to any client's results.

4. The Marketing Wall

The Brand shall ensure that its independent marketers, employees, contractors, and content do not: solicit any person to enroll in, fund, or remain in any Program; recommend any Program, Model Provider, leverage level, account size, or the appropriateness of automated trading for any person; describe the Advisor's programs, fees, or performance except by reproducing the Advisor's approved material verbatim; make any statement of expected gains, returns, win rates, or results; or receive any funds, credentials, API keys, or identity documents from any person. When asked about automated advisory trading, a marketer may provide only the approved routing

statement in Schedule B. The Brand shall incorporate these obligations into its Independent Marketer agreement and Marketing Compliance Manual, certify its marketers to them before activation and annually, monitor its field, and enforce them with the sanctions those documents provide. Any person who solicits for the Advisor does so only after the Advisor's associated-person review and under the Advisor's supervision, and never under this Agreement.

5. Promotional Material

Any material that mentions the Advisor, its Programs, or automated advisory trading on the Brand's platform — including the Doorway routing panel, help pages, emails, and replicated marketer pages — is promotional material of the Advisor. The Advisor's compliance officer drafts or approves it under NFA Rules 2-9 and 2-29 and Interpretive Notices 9025, 9037 and 9039 before use, maintains version control, and files audio or video with NFA before use where required. The Brand renders only the approved version, logs the version shown to each member, and makes no edits. Reposts and edits are new material. No material may contain performance figures except from the Advisor's Model Claims File with the required legends.

6. Identity Reliance, Data, and Records

The Brand passes to the Doorway, by single sign-on, the member's identifier and the identity attributes the Brand has verified (name, date of birth, address, country, verification date and method). The Advisor may rely on that verification for the purposes stated in Schedule C [confirm with counsel], and collects its own client information in addition. Client records, acknowledgments, agreements, elections, limits, and complaint files are the Advisor's and are retained by the Advisor under Regulation 4.33. The Advisor returns to the Brand only an enrollment status flag per member. Neither party uses the other's data for any purpose outside this Agreement. Each party complies with its privacy policy and applicable law, and the parties execute a data-processing addendum (Schedule D).

7. Qualification Firewall

The Brand represents and covenants that no status, enrollment, funding, account value, trade, fee, or result of any client of the Advisor shall generate, increase, or affect any credit, qualification, rank, or compensation under the Brand's rewards program; that the Brand's qualification engine has no access to any such data; and that the Brand certifies that control quarterly and furnishes the certification to the Advisor on request.

8. Supervision, Audit, and Suspension

The Advisor may audit the Brand's compliance with §§3–7 on [15] days' notice, not more than [twice] per year, and at any time upon a credible report of a violation. The Advisor may suspend the Doorway for the Brand, or for any marketer or page, immediately where it determines that promotion of its Programs is occurring in breach of §4 or §5, and may terminate under §11 if the breach is not cured within [10] business days. The Brand shall provide the Advisor, on request, its marketer certification records, approved-materials log, monitoring reports, and enforcement actions relating to the Advisor's Programs.

9. Model Providers — the Marketplace and the Program Participation Addendum

▸ The accounts observable on the Brand's platform marketplace belong to independent traders who trade them for their own benefit and have granted the platform an Observation License under the platform's Model Provider Agreement; members review the observed activity and elect for themselves. The Brand and its platform licensor pay such traders a fixed Observation License fee that is not measured by followers, by the Advisor's fees, or by any result, and the Brand will not change those terms without notice to the Advisor. The Advisor may approve any

published model for a futures program only after the provider has signed the Advisor's Program Participation Addendum to the platform agreement, which gives the Advisor direct venue verification, conduct and notice covenants, and suspension rights, and under which the provider receives nothing from the Advisor or its clients. Observed activity so approved becomes the Advisor's trading program for its clients, carrying the Advisor's name and a model identifier rather than the trader's: the Advisor classifies it, documents it in its Model Claims File, presents its performance with the required legends, and supervises it. The Brand hosts provider profiles and performance only in the form the Advisor approves, and will remove any provider from futures-program visibility within one business day of the Advisor's notice of suspension. Where a provider is a principal or associated person of the Advisor, the model is the Advisor's own program under its Disclosure Document and no Addendum is required.

10. Other Brands

The Advisor may enter agreements of this kind with other brands. [Optional: For [term], the Advisor shall not enter such an agreement with a brand in [defined category] without first offering the Brand a right of first refusal on [terms].] The Advisor's Disclosure Document discloses the Brand relationship and any other brand relationships in its conflicts section.

11. Term, Termination, and Transition

Initial term [3] years, renewing for [1]-year terms unless either party gives [90] days' notice. Either party may terminate on [30] days' notice for uncured material breach, immediately if the other loses a required registration or is the subject of regulatory action making performance imprudent, and the Advisor may terminate immediately for a breach of §3, §4, or §7 that is not cured within [10] business days. On termination the Advisor shall, for [90] days, continue to serve existing clients or, with each client's consent, cooperate in their transfer to a successor adviser on the same infrastructure, and shall return or destroy the Brand's data under Schedule D. §§3, 6, 7, and 12 survive.

12. General

Independent parties; no agency, partnership, or joint venture. Each party bears its own regulatory obligations and indemnifies the other for its own breaches of law and of this Agreement. Confidentiality. Governing law [STATE]; disputes by arbitration at [BODY]. Entire agreement with the Infrastructure Seat License and Schedules A–D; amendments in writing only.

Schedules

Schedule A — Programs available to the Brand's members. Schedule B — Approved routing statement for marketers and the Doorway routing panel (current version and version history). Schedule C — Identity-reliance scope [counsel]. Schedule D — Data-processing addendum.

Template prepared for AI Trade Pros, the prospective Partner CTA, and counsel. Not legal advice; must be reviewed by qualified counsel for both parties before execution.