Advisory Client Agreement — Model Program Advisors, LLC (Template)

Model Program Advisors, LLC (proposed) · a multi-program commodity trading advisor · mpaclient.com
Privileged & Confidential — Prepared for Counsel and the Advisor's principal, Austin Donald Putt Effective Date: [DATE] (PHASE TWO — nothing filed or pending — BRACKETED TEMPLATE for the registered configuration only — counsel must complete and approve before any use; nothing herein is used unless and until the Advisor is an active, NFA-member CTA with an NFA-accepted Disclosure Document)

1. Parties and the Doorway

This Agreement is between Model Program Advisors, LLC (the "Advisor"), a commodity trading advisor registered with the CFTC and a Member of NFA (NFA ID [___]), and the undersigned client (the "Client"). The Client acknowledges receiving and reading the Advisor's Disclosure Document dated [DATE] **before or at the time of solicitation** and before signing this Agreement. This Agreement governs only the Advisor's futures program described in that Disclosure Document; the Client's platform membership with WEB PROS MARKETING, LLC (d/b/a AI Trade Pros) (the "Platform") — education, spot-market software, the Tech Pass, and the Wealth Share program — remains governed solely by the Platform's Terms of Service and is unaffected by this Agreement. ▸ The Advisor and the Platform are separate, unaffiliated companies; the Advisor licenses the Platform's software under a fixed per-seat license and offers its programs to the Platform's members under a written Program Agreement, both of which are disclosed in the Disclosure Document.

2. The Program — Member-Elected Replication

Under the program, the Advisor makes available the trading models described in the Disclosure Document. The Client independently elects which model, if any, to follow; connects the Client's own account at a supported regulated venue through access credentials the Client creates, limited to trading permissions; and sets the Client's own participation parameters — position sizing, per-trade caps, margin level, and an always-available termination control. Replication then occurs in the Client's account mechanically and identically for every client following the same model, subject always to the Client's own parameters. The Advisor exercises no discretion over the Client's account beyond the standing instruction this Agreement creates, provides no advice tailored to the Client's individual circumstances, and cannot withdraw or transfer the Client's funds. [Counsel: conform to the Disclosure Document's program description verbatim.]

3. Authorization and Its Limits

By electing to follow a model, the Client authorizes the Advisor to cause orders replicating that model's activity to be placed, modified, and cancelled in the Client's linked account, automatically and without trade-by-trade consultation, within the Client's configured parameters. This authorization: (a) operates only through trading-permission credentials and can never move funds; (b) may be suspended or revoked by the Client at any time through the termination control, with effect on new replication immediately; (c) does not extend to any account, instrument, or venue other than those the Client has linked and elected; and (d) is reaffirmed at least every twelve months and upon any material change to the elected model's declared instrument class, venue, or risk profile.

4. The Platform's Role — Software, Not Advice

Program delivery runs on software licensed from the Platform: the replication engine, connectivity, and member portal are the Platform's property, provided to the Advisor under a written license. The Platform is not a party to this Agreement, is not the Client's advisor, gives no advice, and receives no compensation measured by the Client's trading; its charges to the Client (the Tech Pass and any platform subscriptions) are stated in its own Terms and are separate from the Advisor's fees below. [Counsel: confirm this section against the intercompany license and the Disclosure Document's conflicts section.]

5. Fees

The Advisor's compensation for the program is stated in the Disclosure Document: ▸ an incentive fee of new net trading profits, measured monthly, subject to a high-water mark, at the rate stated in the Disclosure Document (currently [15]%, the same for every client), with no management fee. The Platform charges the Client no performance fee of any kind; this incentive fee is the Advisor's alone. Fees are [billed to / deducted via] [MECHANISM — counsel: the Advisor never withdraws from the Client's venue account; specify invoicing or platform-billing mechanics]. All program fees are invoiced by, and payable to, the Advisor in its own name: each invoice and statement identifies Model Program Advisors, LLC (NFA ID [___]) as the issuer, states that the Advisor is a commodity trading advisor registered with the CFTC and a Member of NFA and is a separate company from the Platform, and is payable to an account of the Advisor. Where fees are paid in digital assets, the payment address displayed for program fees is a wallet owned and controlled by the Advisor, distinct from any Platform address, and each invoice states in plain language that program fees are payable to the Advisor, a company separate from the Platform, at the Advisor's own address. No program fee appears on a Platform invoice, and no Platform charge (including the Tech Pass or any elective spot-market contribution) appears on an Advisor invoice; where the member portal presents a combined billing history, each entry names its issuer. Venue trading fees, funding payments, and venue charges are the Client's own costs at the Client's venue and are not the Advisor's compensation.

6. Custody and the Client's Account

The Client's funds and positions remain at all times in the Client's own account at the Client's chosen regulated venue, under that venue's custody, margin, and settlement rules. The Advisor holds no Client funds, is not a futures commission merchant, and maintains no account for the Client. Statements of record are the venue's; the Advisor's reporting supplements and never replaces them.

7. Risk Acknowledgments

The Client acknowledges the Risk Disclosure Statement in the Disclosure Document and, without limiting it: leveraged futures can lose the entire posted margin rapidly; automated replication executes without the Client's review of each trade; the Client's results will differ from the model's and from other clients' due to timing, fills, funding, and the Client's own parameters; stop and protective instructions are not guaranteed to execute at trigger prices; past performance, real or simulated, is not indicative of future results; and no outcome of any kind is promised. [Counsel: conform to Reg. 4.34 requirements and the platform Risk Disclosure §§6A, 7B.]

7A. Relationship to the Platform, Marketing Wall, and Model Claims (October 2026 conformance)

▸ The Advisor is an independent company, unaffiliated with WEB PROS MARKETING, LLC (the "Platform"), and licenses the Platform's replication infrastructure under a fixed per-seat license fee that does not vary with the Advisor's fees or the Client's results. The Platform's Independent Marketers are not associated persons of the Advisor, are not compensated for the Client's enrollment, funding, trading, or results, and are not authorized to recommend any trading program, Model Provider, leverage level, or account size; any such recommendation the Client received from a marketer was unauthorized, and the Client has not relied on it. Every performance figure the Client has seen for any Model is supported by a Model Claims File maintained by the Advisor (developer, model type, live dates, data sources, limitations, and evidence), is presented with the required hypothetical-results legend where applicable, and is reconciled to venue records; the Client's own venue statement is the system of record for the Client's account.

8. Term, Termination, and Survival

Either party may terminate this Agreement at any time on written or in-portal notice. Termination stops new replication immediately; positions already open in the Client's account remain the Client's own, to manage or close directly at the Client's venue. Fees accrued through termination are [handled per Disclosure Document]. Sections [4, 6, 7, 9, 10] survive termination.

9. General

Governing law, dispute resolution, arbitration, and limitation-of-liability provisions: [conform to the Terms of Service framework, applied between the Advisor and the Client, subject to NFA arbitration rules where applicable — counsel to confirm NFA Member arbitration obligations for client disputes]. This Agreement, the Disclosure Document, and the Client's elected-model schedule are the entire agreement for the program. Assignment by the Advisor requires the Client's consent. No provision waives compliance with the Commodity Exchange Act or NFA rules.

10. Signatures

Client: __ **Signature:** _ ***Date:*** _**__**

Model Program Advisors, LLC By: __ **Title:** _ ***Date:*** _**__**

Client acknowledgment (initial): ___ I received and read the Disclosure Document dated [DATE] before or at the time I was solicited for this program and before signing.

Bracketed template prepared to accelerate counsel's drafting for the registered configuration. It creates no relationship, must not be shown to any prospective client, and is used only after the Advisor is active, its Disclosure Document is NFA-accepted, and counsel has approved every provision.