Disclosure Document — 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 — counsel must complete, verify every prescribed legend against current CFTC Part 4 text, and approve before any use; nothing here may be shown to any prospective client)

Cover Page

Model Program Advisors, LLC, a [STATE] limited liability company — Commodity Trading Advisor. [ADDRESS] · [PHONE] · [EMAIL]. NFA ID: [PENDING]. Date of this Disclosure Document: [DATE]. This Document is intended for delivery to prospective clients of the trading program described herein and may not be used after [DATE + 12 MONTHS or 9 months per current rule — counsel confirm the current use window].

THE COMMODITY FUTURES TRADING COMMISSION HAS NOT PASSED UPON THE MERITS OF PARTICIPATING IN THIS TRADING PROGRAM NOR HAS THE COMMISSION PASSED ON THE ADEQUACY OR ACCURACY OF THIS DISCLOSURE DOCUMENT. [Counsel: verify this cover legend verbatim against current Reg. 4.31/4.34 and required placement/prominence.]

Risk Disclosure Statement

[Counsel: insert verbatim the Risk Disclosure Statement prescribed by Reg. 4.34(b), in the required capitalization and placement, including the acknowledgment that futures trading can result in losses exceeding deposited funds where applicable to the program's instruments. Follow with the program-specific risk summary below.]

Principal risk factors of this program include: leveraged perpetual futures can lose the entire posted margin rapidly; automated replication executes without the client's trade-by-trade review; the client's fills can differ materially from a model's fills (latency, slippage, partial fills, venue outages); funding payments are a recurring cost or credit that varies with market conditions; venue-set leverage and margin parameters change without the Advisor's control; the CFTC classification of perpetual contracts is subject to pending litigation ([CME v. CFTC] — counsel confirm status); and a model's past activity, however documented, does not predict its future activity or the client's results. [Extend from the platform Risk Disclosure Statement §§2, 6A, 7B — the substance is already drafted there.]

1. The Trading Advisor

Model Program Advisors, LLC (the "Advisor") was formed on [DATE] in [STATE] and maintains its principal office at [ADDRESS]. The Advisor is registered with the Commodity Futures Trading Commission as a commodity trading advisor and is a Member of National Futures Association (NFA ID [___]). The Advisor's business is the publication and operation of standardized, member-elected trading models replicated by software in clients' own accounts at regulated venues, as described in Section 3. Business background of the Advisor for the five years preceding the date of this Document: [DESCRIBE — formation by its principal; the Program Agreement with WEB PROS MARKETING, LLC (d/b/a AI Trade Pros), its first connected brand; the infrastructure license; activities to date].

2. Principals

▸ **Austin Donald Putt, Managing Member and sole owner (100%); registered Associated Person; Series 3.** [Five-year business background: employers, positions, dates, nature of duties — to be supplied by Mr. Putt and conformed by counsel.] The Advisor has no other principal. [Five-year business background: employers, positions, dates, nature of duties. Note whether the principal is registered as an Associated Person and holds the Series 3. Note ownership percentage, direct or indirect.]

[Counsel: confirm that Mr. Putt is the sole principal — no brand, platform, software company, lender or backer holds 10% or more, contributes 10% or more of capital, is entitled to 10% or more of profits, or controls the Advisor — and add any second Manager appointed for continuity.]

3. The Trading Program — Member-Elected Model Replication

The program offered by this Document is [PROGRAM NAME]. Under the program, the Advisor makes available a catalog of standardized trading models. Each client independently elects which model, if any, to follow; connects the client's own account at a supported regulated venue ([VENUES — e.g., a CFTC-designated contract market]) 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. The Advisor's software then replicates the elected model's activity in the client's account, mechanically and identically for every client who elected that model, subject always to each client's own parameters. The Advisor exercises no discretion over any client account, provides no individualized advice, does not tailor any model to any client, and cannot withdraw or transfer client funds. ▸ Models offered under the program are of two kinds: (a) models traded by the Advisor's own principals or associated persons for their own accounts, which are the Advisor's programs (see Section 7); and (b) the observed activity of accounts that independent traders trade for their own benefit and have, under an Observation License with the platform operator, permitted to be observed and replicated; the Advisor has reviewed that activity, verified it directly with the venue, and adopted it as a program of its own under a Program Participation Addendum. In either case the program is the Advisor's: the Advisor is responsible for its description, its performance presentation, and its supervision, and may withdraw it at any time. No such trader advises any client or the Advisor, issues signals, knows any client, or is compensated by the Advisor or by any client; each receives only a fixed Observation License fee from the platform operator that is not measured by followers or results. Programs carry the Advisor's name and a model identifier, not the trader's. Instruments traded: [e.g., cash-settled perpetual futures contracts on digital-asset commodities listed on CFTC-designated contract markets]. Leverage: set by the client's venue per contract and by the client's own settings, currently up to approximately [X×] on [CONTRACT]; the Advisor does not set or extend leverage. [Counsel: confirm this description fits Part 4's client-relationship assumptions and conform terminology to the Model Following & Automation Agreement.]

4. Fees

▸ The Advisor's compensation is an incentive fee of new net trading profits in the client's account from the program, measured monthly, subject to a high-water mark, with no management fee. The rate is [15]% for every client, regardless of brand membership tier. The brand charges the client no performance fee; it receives no part of the Advisor's fee; and the Advisor receives no part of the brand's subscription revenue. [Counsel: confirm the fee disclosure under Reg. 4.34(i).] The Advisor receives no per-trade compensation, no brokerage compensation, and no compensation from any venue or futures commission merchant with respect to any client account. Clients separately bear their venue's trading fees, funding payments, and any venue charges, which are not the Advisor's

compensation. [Counsel: reconcile with the Tech Pass structure and state every fee a client will bear, per Reg. 4.34(i).]

5. Conflicts of Interest

▸ [Describe candidly: the Advisor is an independent company owned by its principal; it offers its programs to members of connected brands under written Program Agreements, beginning with WEB PROS MARKETING, LLC (d/b/a AI Trade Pros), whose education and software products clients also use; it licenses its replication infrastructure from the Platform for a fixed per-seat fee; the traders whose observed accounts underlie certain programs receive a fixed Observation License fee from the platform operator, not from the Advisor, never measured by followers or results, and give no advice to anyone; principals may trade for their own accounts (Section 7); the platform's independent marketers are compensated for software referrals only and are prohibited from soliciting for this program; [any other]. Counsel: complete per Reg. 4.34(j).]

5A. Platform and Connected-Brand Conflicts (October 2026 conformance)

▸ The Advisor licenses its replication infrastructure from WEB PROS MARKETING, LLC (the "Platform"), an unrelated company with which the Advisor has no common ownership or control, for a fixed fee per active client seat that does not vary with the Advisor's fees or any client's results. The Platform operates an education and software business and a member rewards program (the "Wealth Share Model") in which the Advisor's clients' enrollment, funding, trading, fees, and results play no part: no Platform marketer is compensated for any client of the Advisor, and no Platform marketer is authorized to solicit clients for the Advisor or to recommend any trading program, Model Provider, leverage level, or account size. Principals of the Advisor may hold interests in the Platform and may benefit from the Platform's seat-license revenue; the Advisor's and the Platform's books, accounts, and invoices are separate, and the seat-license pricing is maintained on an arm's-length basis. Model Providers whose trades the Advisor's program replicates are independent; each is classified by the Advisor's counsel as to whether that provider itself requires registration, and the Advisor maintains a Model Claims File for every model it offers.

6. Litigation

[Prescribed statement of any material administrative, civil, or criminal action within five years against the Advisor or its principals — or the affirmative statement that there are none. Counsel confirm scope per Reg. 4.34(k).]

7. Trading by the Advisor and Its Principals for Their Own Accounts

[State the policy: whether the Advisor or principals trade the same or similar instruments for their own accounts, whether such trading may occur alongside client replication, and whether records of such trading will be available for inspection to the extent required. Counsel per Reg. 4.34(l).]

8. Performance

[If the program is new:] THIS TRADING PROGRAM IS NEW AND HAS NO PERFORMANCE HISTORY. [Counsel: replace with the statement prescribed by Reg. 4.35 for programs without operating history, verbatim, and confirm whether any predecessor or proprietary trading must be presented.] [If any performance is presented: use the Reg. 4.35 capsule format — name of program, start date, aggregate subscriptions, worst monthly and peak-to-valley draw-down as defined, monthly rates of return for five years or life — with the computation methodology stated and consistent with the platform's published results-methodology page.]

9. Hypothetical and Simulated Results

[Where any simulated, backtested, or extracted results appear anywhere in this Document or in any promotional material for the program, counsel must insert the disclaimer prescribed by Reg. 4.41(b) verbatim and with required prominence — the statement that hypothetical performance results have inherent limitations, do not represent actual trading, may under- or over-compensate for market factors such as liquidity, and that no representation is made that any account will or is likely to achieve similar profits or losses.]

10. Receipt Acknowledgment

I acknowledge receiving and reading this Disclosure Document of Model Program Advisors, LLC dated [DATE] before or at the time I was solicited to participate in the program. Client name: __ **Signature:** _ ***Date:*** _**__**

This document is a bracketed template prepared internally to accelerate counsel's drafting. It has not been reviewed by NFA, must not be delivered to any prospective client, and every prescribed legend must be replaced with the current regulatory text verbatim by counsel before filing.