



**DISCRETIONARY TRADING AUTHORIZATION/LIMITED POWER OF ATTORNEY**

The undersigned hereby authorizes \_\_\_\_\_ as the undersigned's agent and attorney- in- fact (the "Agent"), with full power and authority to enter into contracts for the purchase, receipt, sale (including short sale) and delivery of, whether directly or indirectly through investments in managed investment products or otherwise, commodity futures contracts, commodities, options on commodity futures contracts, physical commodities, including foreign futures and options, forward contracts, securities, equity, debt and related investments (collectively "Contracts" ) on margin or otherwise, in one or more accounts ("Account") with Cunningham Commodities, L.L.C. ("Cunningham").

In all such transactions, as well as management decisions relating to the Account, Cunningham is hereby authorized to follow the instructions of the Agent; the Agent is authorized to act on behalf of the undersigned in the same manner and with the same force and effect as the undersigned might or could with respect to such transactions, the making and taking of deliveries and with respect to all other things necessary or incidental to the furtherance and/or conduct of the Account.

Cunningham shall have no liability for following the instructions of the Agent, and the undersigned shall never attempt to hold Cunningham liable for the Agent's actions or inactions. The undersigned understands that Cunningham does not, by implication or otherwise, endorse the operating methods of such Agent. The undersigned hereby releases Cunningham from any and all liability to the undersigned or to anyone claiming through the undersigned with respect to damage, losses or lost profits sustained or alleged to have been sustained as a result of Cunningham following the Agent's instructions or for any matter arising out of the relationship between the Agent and the undersigned and shall indemnify Cunningham from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising there from. The undersigned agrees to hold Cunningham harmless and to indemnify it as to any expense, damage or liability sustained by it with respect to any and all acts and practices of the Agent and attorney- in- fact regarding this account, including all losses arising there from and debit balance(s) due thereof.

This authorization is a continuing one and shall remain in full force and effect until revoked by the undersigned, or an authorized person on his behalf, by written notice given to Cunningham, **Attention: Compliance Department (compliance@Cunninghamllc.com)**. Such revocation shall become effective only upon the actual receipt thereof by Cunningham but shall not affect any liability in any way resulting from transactions initiated prior to its receipt. This authorization shall inure to the benefit of Cunningham, its successors and assigns. The provisions hereof shall be in addition to and in no way shall it limit or restrict any right which Cunningham may have under any agreement with the undersigned.

Each of the undersigned hereby agrees to the terms and conditions as set forth in this Discretionary Trading Authorization.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Controller

\_\_\_\_\_  
Date



**REPRESENTATIONS REGARDING DISCRETIONARY ACCOUNTS**

Customers maintaining discretionary accounts must provide Cunningham with either:

- a written acknowledgement by the account owner of receipt of the account controller's disclosure document; or
- a signed statement by the account controller explaining why the account controller is not required to provide a disclosure document to the account owner.

**ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE DOCUMENT**

This is to acknowledge that I have received a copy of the Disclosure Document of \_\_\_\_\_

\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, in compliance with CFTC Regulation 4.31, describing the trading program(s) pursuant to which my account(s) will be directed.

\_\_\_\_\_  
**Signature of Customer**

**REPRESENTATION OF UNREGISTERED AUTHORIZED AGENT**

Controller represents and warrants to Cunningham that Controller has reviewed the registration requirements, as amended from time to time, of the Commodity Exchange Act, the Commodity Futures Trading Commission and the National Futures Association relating to commodity trading advisors and is exempt from CFTC registration because of the following:

Controller has provided advice to 15 or fewer persons during the past 12 months and does not hold itself out to the public as a CTA.

Controller is 1) a dealer, processor, broker or seller in cash market transactions, or 2) a nonprofit, voluntary membership, general farm organization providing advice on the sale or purchase of commodities and any trading advice is solely incidental to the conduct of this business.

Controller is registered in another capacity and their advice is solely incidental to their principal business.

Controller is a relative of the customer. Controller's relationship to the customer is \_\_\_\_\_.

Controller is not a citizen of the United States, is located outside of the United States and only solicits or exercises discretionary trading authority over the accounts of non-United States persons.

Other (please describe) \_\_\_\_\_

I hereby acknowledge that the Account Controller is not required to provide me with a disclosure document for the reason stated above.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date



## CONTROLLER INFORMATION AND AGREEMENT

List the natural person who controls the trading of the account (this may be a natural person who exercises discretion or an employee who acts within their capacity as an employee of the legal entity that trades the account). **For each controller, provide the following information and a copy of a valid government issued ID.**

### ALL REQUESTED INFORMATION IS MANDATORY IF APPLICABLE.

Account Controller Information (must be Natural Person)

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

NFA ID (if any) \_\_\_\_\_

Employer \_\_\_\_\_ NFA ID (if any) \_\_\_\_\_

Employer Address \_\_\_\_\_

Job Title \_\_\_\_\_

Relationship to Account Owner \_\_\_\_\_

Controller acknowledges that it has been designated as Customer's Agent. Controller agrees to notify Cunningham if the above representations change or become inaccurate in any way. Controller agrees to indemnify Cunningham and hold Cunningham harmless from any and all losses, costs, damages, liabilities and expenses of any kind or nature relating to any act or omission to act of the Controller under this authorization. The Controller acknowledges and agrees that Cunningham shall not be liable for any action or inaction by the Controller.

\_\_\_\_\_  
**Signature of Controller**

\_\_\_\_\_  
Date