

Bensboro Advisors, LLC
Advisory Agreement
To Accompany Disclosure Document dated February 29, 2024

COMPLETION INSTRUCTIONS:

1. Terms of Agreement. Please read all provisions carefully, in conjunction with assistance from your legal, financial, and tax advisors.
2. Fee Payment Authorization. Please sign if you want your account to be debited for the fees due under this Advisory Agreement.
3. Qualified Eligible Person Certification. Please complete the “Qualified Eligible Person Certification.”
4. Client Questionnaires. Please complete the section captioned “General Client Information,” and the appropriate questionnaire in accordance with the following guidelines:
 - a. Individuals: Complete the “Questionnaire for Individual Clients.”
 - b. Corporations, Partnerships, LLCs, Trusts and other Entities: Complete the “Questionnaire for Entity Clients.”
5. Signature Section. Please complete and sign this section where applicable.
6. Completeness Check. This Advisory Agreement is comprised of pages 1 through 15. Please initial the bottom of each page to indicate your receipt and review of all pages.

Delivery of Advisory Agreement. Once executed, please submit all pages of this Advisory Agreement to Charles W Robinson III, 120 East Basse Road, #102, San Antonio TX 78209, by email to charles@bensboro.com; or by facsimile to 210-490-2353.

Questions. All questions should be directed to Charles W Robinson III at 210-881-0908 or charles@bensboro.com.

**If you have difficulty reading this agreement,
a larger font version is available upon request.**

PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS BROCHURE OR ACCOUNT DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMODITY FUTURES TRADING COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMODITY FUTURES TRADING COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS BROCHURE OR ACCOUNT DOCUMENT.

TERMS OF AGREEMENT

The person or persons executing below (jointly and severally, “Client”) hereby agree to the following terms and conditions, and make the following instructions, covenants, declarations, representations, and warranties, in engaging the services of Bensboro Advisors, LLC (the “Advisor”):

1. Client hereby instructs the Advisor to implement the Seasonal Spread Trading Program (the “Program”) as described in the Advisor’s February 29, 2024 Disclosure Document (the “Document”), pursuant to which the Advisor will make trading decisions in accordance with its proprietary trading strategies, on behalf of Client and for Client’s account and risk. Client agrees to designate to the Advisor a futures brokerage account (“Account”) in which the Advisor will trade on Client’s behalf. The Account may be held by any properly registered futures commission merchant (“FCM”) selected by Client. Client may change FCMs at any time, upon written notice to the Advisor that is actually received by the Advisor.
2. Capitalized terms used but not defined in this Advisory Agreement (“Agreement”) have the meanings set forth in the Document.
3. Client hereby appoints the Advisor as Client’s true and lawful attorney-in-fact, with full power to act, and with full power of substitution and revocation in Client’s name, place, and stead, to enter orders to buy and sell (including short sales), spread, or otherwise trade Commodity Interests. Pursuant to this appointment, the Advisor has full authority to communicate such orders to Client’s FCM or to the Executing Broker (as that term is defined below), and Client’s FCM is hereby authorized to execute all such orders, and/or accept such resulting positions. Client shall not trade in the Account, and shall not authorize any party other than the Advisor to trade in the Account, while this Power of Attorney is in force. This Power of Attorney will remain in full force and effect unless and until this Agreement is terminated in accordance with the termination provisions in this Agreement, or by operation of applicable law.
4. This Agreement is effective only upon the Advisor’s receipt and acceptance of this Agreement. Upon acceptance, the Advisor will commence implementing the Program on Client’s behalf, without notice to Client.
5. Client has provided complete and accurate information in all questionnaires and certification sections below, and promptly shall inform the Advisor in writing of any material change to such information.
6. Client has, and during the term of this Agreement will have, sufficient risk capital to tolerate losing more than the Trading Level of the Account in effect at any time during the term of this Agreement without experiencing a material change in current activities or future plans. If Client’s situation changes to the point that such risk of loss would pose a threat to Client’s current activities or future plans, or otherwise present a financial hardship to Client, Client promptly shall terminate this Agreement. Client understands that participation in the Program may result in losses in excess of the Trading Level of the Account, and that Client is responsible for all such losses.
7. Client has received, read, and understands the Document, has carefully considered the risk and other disclosures contained therein, has sought advice from Client’s legal, tax, and financial advisors regarding participation in the Program and the terms of this Agreement, and has concluded that executing this Agreement and participating in the Program are appropriate for Client in light of Client’s financial circumstances, investment objectives, and risk tolerance.
8. Client represents and warrants that Client has requested, received, read, and understands all performance information that is relevant or material to Client’s determination to participate in the Program.
9. Client acknowledges and understands that the Advisor makes no guarantee that any of its services will result in a profit, or will not result in substantial losses.

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10. Client shall inform the Advisor immediately upon becoming dissatisfied with the Advisor's handling of the Account.
11. Client acknowledges and agrees that the Advisor, its affiliates, and its and their principals, employees, and agents may trade proprietary, non-customer, and other customer accounts in a manner that is similar or dissimilar to the manner in which Client's account is traded.
12. Client acknowledges and agrees that all advice, recommendations, trading entry and exit information, positions held in the Account at any time, and market analysis or opinions from the Advisor are the sole property of the Advisor, and agrees not to use or reveal such information to others. Client acknowledges and agrees that money damages may not be a sufficient remedy for Client's breach of this provision, and that the Advisor, its affiliates, and its and their principals, employees, and agents are entitled, without the requirement of posting of a bond or other security (which requirement Client hereby waives), to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy is not deemed to be the exclusive remedy for any such breach of this Agreement, but is in addition to all other remedies available at law or equity to the Advisor, its affiliates, and its and their principals, employees, and agents. Client agrees to reimburse the Advisor, its affiliates, and its and their principals, employees, and agents for all costs and expenses, including attorneys' fees, incurred by the Advisor or such other persons in enforcing Client's obligations hereunder. The provisions of this Section 12 will survive termination of this Agreement.
13. Client authorizes any FCM used by Client at any time to furnish copies of all confirmations and periodic account statements to the Advisor and any third-party service providers designated by the Advisor. Client agrees that the Advisor is not responsible for the selection of any FCM; the execution of transactions; or to monitor any FCM's financial viability, business practices, or compliance with applicable law or regulation. Client further acknowledges and agrees that the Advisor makes no representations or warranties, express, implied, or otherwise, regarding the financial viability or business integrity of any FCM. Client acknowledges and understands that the FCM holding the Account is solely responsible for the transmission of trade confirmations and monthly account statements to Client and the Advisor, as well as custody of Client's assets held in the Account. Client further represents that Client is able to read and understand the confirmations and statements issued by the FCM, or shall seek and obtain instruction and guidance from the FCM and/or Client's introducing broker on how to do so, until Client has acquired such ability and understanding.
14. Client shall execute any and all documents required by the FCM holding the Account, the Advisor, and/or any governmental or regulatory agency having or claiming to have jurisdiction over the FCM, the Advisor, or the Account that are reasonably necessary or convenient to open and maintain the Account and to provide the Advisor the authority to trade in the Account.
15. Client authorizes the Advisor to execute orders on behalf of Client's Account on a give-up basis, and issues to the Advisor the authority to designate any FCM or floor broker the Advisor may select to act as "Executing Broker" for trades entered on Client's behalf. The Executing Broker will "give up" the resulting positions to the FCM holding Client's Account, for Client's account and risk. Client's FCM will clear and carry these positions on Client's behalf. Client understands that the Executing Broker will charge give-up fees for this service, and agrees that Client is responsible for the payment of all such give-up fees.
 Client authorizes the Advisor to enter into all arrangements on behalf of Client that are necessary or appropriate (in the Advisor's sole discretion) to set up and maintain give-up arrangements on Client's behalf. Client authorizes Advisor to negotiate any such give-up arrangement for a fee of up to \$1.00 per trade or \$2.00 per round turn.
16. Client agrees to indemnify, defend, and hold harmless the Advisor, its affiliates, and its and their principals, employees, and agents (each, an "Indemnified Person") from and against all claims,

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liabilities, losses, damages, and expenses of any kind (including, without limitation, all reasonable attorneys' fees and expenses, expert witnesses' fees and expenses, and costs of investigation) suffered or incurred by an Indemnified Person: a) by virtue of any Indemnified Person acting on behalf of Client in connection with the activities contemplated by this Agreement; b) in connection with any loss in Client's Account resulting from whatever source, including, without limitation, those caused by, or resulting from, human or machine errors in order placement or execution; and c) by reason of, or in connection with, any misrepresentation made by Client, any breach of any representation or warranty made by Client, or Client's failure to fulfill any covenants or agreements under this Agreement; provided that, in all cases, if such claim, liability, loss, damage, or expense arises out of any action or inaction of any such Indemnified Person, such course of conduct must not have constituted fraud, deceit, or willful misconduct. The provisions of this Section 16 will survive termination of this Agreement.

17. In consideration for its services, Client agrees to pay to the Advisor a monthly Management Fee of 1/12th of 2% of the Account's Trading Level, and a monthly Incentive Fee of 20% of New Net Profits, each of which are calculated and payable in the manner described in the Document, as updated and amended from time to time. Client may pay the Advisor directly for the compensation for services due the Advisor under this Agreement. In the alternative, Client may execute the attached "Fee Payment Authorization" (any similar document provided by Client's FCM) enabling Client's FCM to make payments from Client's Account to the Advisor for the compensation for services due under this Agreement. The provisions of this Section 17 will survive termination of this Agreement.
18. Client hereby instructs any FCM that holds an account in Client's name, now or in the future, to pay any invoice from the Advisor from any account in Client's name promptly upon receipt of such invoice. Client acknowledges and agrees that the FCMs: a) provide this service for Client's convenience; and b) may pay any such invoice without any duty or obligation to review or verify its accuracy. Client agrees that if the funds on deposit at an FCM are insufficient to cover an invoice, Client promptly shall pay the invoiced amount from other sources. For ease of administration, the Advisor may arrange for the payment of its compensation less frequently than each due date provided for in the Document, as updated and amended from time to time. Client agrees that any such delays do not discharge or undermine Client's obligation to pay fees to the Advisor under this Agreement. The provisions of this Section 18 will survive termination of this Agreement.
19. Client represents and warrants that Client has neither received nor relied upon any representation about this Agreement or the Advisor in making the decision to engage the Advisor's services except those set forth in the Document and this Agreement.
20. Client agrees that either Client or the Advisor (individually, a "Party" and collectively, the "Parties" to this Agreement) may terminate this Agreement only by giving written notice to the other Party. In the case of termination by Client, notice of termination will not be effective unless the Advisor actually receives such written notice. If Client's notice of termination does not explicitly state that Client wishes to assume the management of existing positions, the Advisor will liquidate positions as soon as is practicable in the Advisor's sole discretion following receipt of Client's termination notice, and the termination will be effective when all positions in the Account have been liquidated. If Client's notice of termination specifies that Client wishes to assume the management of existing positions, termination will be effective upon the Advisor's actual receipt of the termination notice, at which point the Advisor will cease to initiate and liquidate positions, and the management of the Account, and any positions held therein, will become Client's sole responsibility. In the case of termination by notice from the Advisor, such notice will be effective only upon the occurrence of both of the following events: a) the Advisor's remittance of the notice, without regard to Client's actual or constructive receipt; and b) the Advisor's liquidation of all positions in the Account. Termination of this Agreement automatically constitutes termination of the Limited Power of Attorney set forth herein. Upon termination of this

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Agreement, Client shall assume all responsibility to manage the Account and any positions held in the Account.

21. In the event any provision of this Agreement is invalid for any reason whatsoever, all other conditions and provisions of this Agreement will, nevertheless, remain in full force and effect.
22. This Agreement constitutes the entire agreement between the Parties, and no modification or amendment of this Agreement will be binding unless in writing and signed by the Party against whom enforcement is sought. All prior or contemporaneous agreements between the Parties with respect to the subject matter hereof, whether oral, written, implied, or otherwise, are replaced and superseded by this Agreement. This Agreement cannot be terminated orally, and will inure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, successors, and assigns. The captions appearing in this Agreement are inserted as a matter of convenience and for reference only, and do not define, limit, or describe the scope and intent of this Agreement, or any of the provisions hereof.
23. Client represents and warrants that no party other than Client has, or will have, an interest in the Account during the term of this Agreement.
24. In the case of an individual, Client is of legal age in the jurisdiction in which Client resides, and is legally competent to execute and deliver this Agreement, and to participate in the Program contemplated by this Agreement.
25. In the case of a non-natural person, Client is properly authorized to enter into this Agreement, and to participate in the Program contemplated by this Agreement. Furthermore, the individual executing and delivering this Agreement for and on behalf of Client is of legal age in the jurisdiction in which such individual resides, and is legally competent and has full power and authority to do so on behalf of Client. If Client is a commodity pool as that term is defined by applicable U.S. law and regulation, Client represents and warrants that it is operated by a commodity pool operator (“CPO”) that is, and during the term of this Agreement will remain, either registered as such with the U.S. Commodity Futures Trading Commission or exempt from such registration pursuant to a valid claim of exemption from registration that is properly filed and reaffirmed as required by applicable law and regulation. Client further represents and warrants that Client and its CPO have complied and will in the future comply with all laws, rules, and regulations applicable to their activities, and that neither Client nor its CPO will use, or allow to be used, any promotional material that mentions the Advisor, the Program, or the Advisor’s past trading performance unless the Advisor has first approved such promotional material in writing.
26. Client represents and warrants that the Trading Level set forth in the “General Client Information” section below is the initial Trading Level of the Account, and agrees that Trading Level thereafter will fluctuate only as described in the Document, as updated and amended from time to time.
27. Client agrees that the Advisor may reduce Trading Level of Client’s Account in the Advisor’s sole discretion, on a pro-rata basis or in a preferential manner, upon the remittance of written notice to Client.
28. **To the extent that federal law does not govern this Agreement, this Agreement is construed under the laws of the State of Illinois, without regard to conflict of law provisions. In any legal proceeding related to this Agreement, the Parties irrevocably consent to the exclusive jurisdiction, venue, and forum of the courts in Cook County, Illinois for the purpose of any suit, action, or proceeding relating to this Agreement. The Parties irrevocably consent to personal jurisdiction of, and venue in, the state and federal courts located within such county, and hereby waive any objection they may now or later have based on forum non conveniens or other legal or equitable principles. Moreover, the Parties agree that, in any legal proceeding brought by one Party to this Agreement against the other Party, its affiliates, or any of its or their principals,**

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employees, or agents, a Party initiating the proceeding who fails to prevail against the other Party shall pay to the other Party all reasonable expenses, including attorneys' fees, incurred by the other Party, its affiliates, and its and their principals, employees, and agents in the defense of such proceeding. Client represents and warrants that Client has had an opportunity to discuss this Section 28 with legal counsel, and hereby waives any right to object to the provisions of this Section 28, or assert a challenge thereto. The provisions of this Section 28 will survive termination of this Agreement.

GENERAL CLIENT INFORMATION

Client Name(s) _____

Initial Trading Level of Account: US\$ _____ (*Amount generally must be a minimum of \$500,000 USD*)

Social Security No./EIN (Entity) _____

U.S. Citizen or Resident? YES NO

Client's Physical Address

Client's Mailing Address (if different)

Telephone _____ Facsimile _____ E-Mail _____

By Providing an Email Address, Client agrees that notices from the Advisor may be sent by email.

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FEE PAYMENT AUTHORIZATION

TO BROKERAGE FIRM: _____
ADDRESS: _____
CITY AND STATE: _____

The undersigned Client agrees to the following:

1. As compensation for its advisory services, the Commodity Trading Advisor, Bensboro Advisors, LLC (“the Advisor”), will charge Management and Incentive Fees which will be debited directly from Client’s trading account.
2. Client authorizes the above named brokerage firm to debit Client’s account and pay to the Advisor the fees referenced above.
3. Client holds the brokerage firm harmless and indemnifies the brokerage firm from any losses arising out of payment of such fees to the Advisor.

1. Individuals:

_____ Client Signature	_____ Joint Client Signature
_____ Client Name	_____ Joint Client Name
_____ Date	_____ Date

2. Entities:

Client Name: _____

By: _____ Signature of Authorized Signatory	By: _____ Signature of Authorized Co-Signatory
_____ Title of Authorized Signatory	_____ Title of Authorized Co-Signatory
_____ Date	_____ Date

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QUALIFIED ELIGIBLE PERSON CERTIFICATION

By executing SECTION 1 **and** the PORTFOLIO REQUIREMENT, **or** SECTION 2 below, Client represents and warrants that Client is a qualified eligible person (“QEP”) as that term is defined in CFTC Regulation 4.7. Client further represents and warrants that Client is a QEP for reasons including those indicated below:

1. If you meet one of the following criteria and satisfy the portfolio requirement (described at the bottom of this section 1) you are considered a QEP:

- (i) An investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of such Act not formed for the specific purpose of either investing in the exempt pool or opening an exempt account;
- (ii) A bank as defined in section 3(a)(2) of the Securities Act of 1933 (the “Securities Act”) or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act acting for its own account or for the account of a qualified eligible person;
- (iii) An insurance company as defined in section 2(13) of the Securities Act acting for its own account or for the account of a qualified eligible person;
- (iv) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (v) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974; *Provided*, That the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is a bank, savings and loan association, insurance company, or registered investment adviser; or that the employee benefit plan has total assets in excess of \$5,000,000; or, if the plan is self-directed, that investment decisions are made solely by persons that are qualified eligible persons;
- (vi) A private business development company as defined in section 202(a)(22) of the Investment Advisers Act;
- (vii) An organization described in section 501(c)(3) of the IRC, with total assets in excess of \$5,000,000;
- (viii) A corporation, Massachusetts or similar business trust, or partnership, limited liability company or similar business venture, other than a pool, which has total assets in excess of \$5,000,000, and is not formed for the specific purpose of either participating in the exempt pool or opening an exempt account;
- (ix) A natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000, provided that for purposes of calculating net worth:
 - (A) The person's primary residence shall not be included as an asset;
 - (B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
 - (C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;;
- (x) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with that person's spouse in excess of \$300,000 in each of those years, and has a

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reasonable expectation of reaching the same income level in the current year:

- (xi) A pool, trust, insurance company separate account or bank collective trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of either participating in the exempt pool or opening an exempt account, and whose participation in the exempt pool or investment in the exempt account is directed by a qualified eligible person; or
- (xii) Except as provided for the governmental entities referenced in 17 CFR 4.7(a)(3)(iv) of this section, if otherwise authorized by law to engage in such transactions, a governmental entity (including the United States, a state, or a foreign government) or political subdivision thereof, or a multinational or supranational entity or an instrumentality, agency, or department of any of the foregoing.

PORTFOLIO REQUIREMENT:

By signing below, Client certifies that Client satisfies the Portfolio Requirement because Client:

- (A) Owns securities (including pool participations) of issuers not affiliated with such person and other investments with an aggregate market value of at least \$2,000,000;
- (B) Has had on deposit with a futures commission merchant, for its own account at any time during the six-month period preceding either the date of sale to that person of a pool participation in the exempt pool or the date that the person opens an exempt account with the commodity trading advisor, at least \$200,000 in exchange-specified initial margin and option premiums, together with required minimum security deposit for retail forex transactions (as defined in 17 CFR §5.1(m)) for commodity interest transactions; or
- (C) Owns a portfolio comprised of a combination of the funds or property specified in paragraphs(A) and (B) of this Portfolio Requirement section in which the sum of the funds or property includable under paragraph (A), expressed as a percentage of the minimum amount required thereunder, and the amount of futures margin and option premiums includable under paragraph (B), expressed as a percentage of the minimum amount required thereunder, equals at least one hundred percent. An example of a composite portfolio acceptable under this paragraph (C) would consist of \$1,000,000 in securities and other property (50% of paragraph (A) and \$100,000 in exchange-specified initial margin and option premiums (50% of paragraph (B)).

2. If you meet any of the following criteria, you are considered a QEP (check all that apply) regardless of whether you meet the portfolio requirement described above:

- (i)(A) A futures commission merchant registered pursuant to section 4d of the U.S. Commodity Exchange Act, or a principal thereof;
- (i)(B) A retail foreign exchange dealer registered pursuant to section 2(c)(2)(B)(i)(II)(gg) of the U.S. Commodity Exchange Act, or a principal thereof;
- (i)(C) A swap dealer registered pursuant to section 4s(a)(1) of the U.S. Commodity Exchange Act, or a principal thereof;
- (ii) A broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, or a principal thereof;
- (iii) A commodity pool operator registered pursuant to section 4m of the Commodity Exchange Act, or a principal thereof; *Provided*, That the pool operator:
 - (A) Has been registered and active as such for two years; or

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- (B) Operates pools which, in the aggregate, have total assets in excess of \$5,000,000;
- (iv) A commodity trading advisor registered pursuant to section 4m of the Act, or a principal thereof; *Provided*, That the trading advisor:
 - (A) Has been registered and active as such for two years; or
 - (B) Provides commodity interest trading advice to commodity accounts which, in the aggregate, have total assets in excess of \$5,000,000 deposited at one or more futures commission merchants;
- (v) An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 (“Investment Advisers Act”) or pursuant to the laws of any state, or a principal thereof; *Provided*, That the investment adviser:
 - (A) Has been registered and active as such for two years; or
 - (B) Provides securities investment advice to securities accounts which, in the aggregate, have total assets in excess of \$5,000,000 deposited at one or more registered securities brokers;
- (vi) A “qualified purchaser” as defined in section 2(a)(51)(A) of the Investment Company Act of 1940 (the “Investment Company Act”);
- (vii) A “knowledgeable employee” as defined in 17 CFR §270.3c-5;
- (viii)(A)(1) With respect to an exempt pool: The commodity pool operator, commodity trading advisor or investment adviser of the exempt pool offered or sold, or an affiliate of any of the foregoing;
- (viii)(A)(2) With respect to an exempt pool: A principal of the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or of an affiliate of any of the foregoing;
- (viii)(A)(3) With respect to an exempt pool: An employee of the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or of an affiliate of any of the foregoing (other than an employee performing solely clerical, secretarial or administrative functions with regard to such person or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of the exempt pool, other commodity pools operated by the pool operator of the exempt pool or other accounts advised by the trading advisor or the investment adviser of the exempt pool, or by the affiliate; *Provided*, That such employee has been performing such functions and duties for or on behalf of the exempt pool, pool operator, trading advisor, investment adviser or affiliate, or substantially similar functions or duties for or on behalf of another person engaged in providing commodity interest, securities or other financial services, for at least 12 months;
- (viii)(A)(4) With respect to an exempt pool: Any other employee of, or an agent engaged to perform legal, accounting, auditing or other financial services for, the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or any other employee of, or agent so engaged by, an affiliate of any of the foregoing (other than an employee or agent performing solely clerical, secretarial or administrative functions with regard to such person or its investments); *Provided*, That such employee or agent:
 - (i) Is an accredited investor as defined in 17 CFR §230.501(a)(5) or (6); and
 - (ii) Has been employed or engaged by the exempt pool, commodity pool operator, commodity trading advisor, investment adviser or affiliate, or by another person engaged in providing commodity interest, securities or other financial services, for at least 24 months;
- (viii)(A)(5) With respect to an exempt pool: The spouse, child, sibling or parent of a person who satisfies the criteria of paragraphs (viii)(A)(1), (2), (3) or (4) of this section; *Provided*, That:

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- (i) An investment in the exempt pool by any such family member is made with the knowledge and at the direction of the person; and
 - (ii) The family member is not a qualified eligible person for the purposes of 17 CFR 4.7(a)(3)(xi);
- (viii)(A)(6)(i) With respect to an exempt pool: Any person who acquires a participation in the exempt pool by gift, bequest or pursuant to an agreement relating to a legal separation or divorce from a person listed in paragraph (viii)(A)(1), (2), (3), (4) or (5) of this section;
- (ii) The estate of any person listed in paragraph (viii)(A)(1), (2), (3), (4) or (5) of this section; or
 - (iii) A company established by any person listed in paragraphs (viii)(A)(1), (2), (3), (4) or (5) of this section exclusively for the benefit of (or owned exclusively by) that person and any person listed in paragraph (viii)(A)(6)(i) or (ii) of this section;
- (vii)(B)(1) With respect to an exempt account: An affiliate of the commodity trading advisor of the exempt account;
- (vii)(B)(2) With respect to an exempt account: A principal of the commodity trading advisor of the exempt account or of an affiliate of the trading advisor;
- (vii)(B)(3) With respect to an exempt account: An employee of the commodity trading advisor of the exempt account or of an affiliate of the trading advisor (other than an employee performing solely clerical, secretarial or administrative functions with regard to such person or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of the trading advisor or the affiliate; *Provided*, That such employee has been performing such functions and duties for or on behalf of the trading advisor or the affiliate, or substantially similar functions or duties for or on behalf of another person engaged in providing commodity interest, securities or other financial services, for at least 12 months;
- (vii)(B)(4) With respect to an exempt account: Any other employee of, or an agent engaged to perform legal, accounting, auditing or other financial services for, the commodity trading advisor of the exempt account or any other employee of, or agent so engaged by, an affiliate of the trading advisor (other than an employee or agent performing solely clerical, secretarial or administrative functions with regard to such person or its investments); *Provided*, That such employee or agent:
- (i) Is an accredited investor as defined in 17 CFR §230.501(a)(5) or (a)(6); and
 - (ii) Has been employed or engaged by the commodity trading advisor or the affiliate, or by another person engaged in providing commodity interest, securities or other financial services, for at least 24 months; or
- (vii)(B)(5) With respect to an exempt account: The spouse, child, sibling or parent of the commodity trading advisor of the exempt account or of a person who satisfies the criteria of paragraph (viii)(B)(1), (2), (3) or (4) of this section; *Provided*, That:
- (i) The establishment of an exempt account by any such family member is made with the knowledge and at the direction of the person; and
 - (ii) The family member is not a qualified eligible person for the purposes of 17 CFR 4.7(a)(3);
- (vii)(B)(6)(i) With respect to an exempt account: Any person who acquires an interest in an exempt account by gift, bequest or pursuant to an agreement relating to a legal separation or divorce from a person listed in paragraph (viii)(B)(1), (2), (3), (4) or (5) of this section;
- (ii) The estate of any person listed in paragraph (viii)(B)(1), (2), (3), (4) or (5) of this section; or
 - (iii) A company established by any person listed in paragraph (viii)(B)(1), (2), (3), (4) or (5) of this

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section exclusively for the benefit of (or owned exclusively by) that person and any person listed in paragraph (viii)(B)(6)(i) or (ii) of this section;

- (ix) A trust; *Provided*, That:
 - (A) The trust was not formed for the specific purpose of either participating in the exempt pool or opening an exempt account; and
 - (B) The trustee or other person authorized to make investment decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a qualified eligible person;
- (x) An organization described in section 501(c)(3) of the Internal Revenue Code (the "IRC"); *Provided*, That the trustee or other person authorized to make investment decisions with respect to the organization, and the person who has established the organization, is a qualified eligible person;
- (xi)(A) A natural person who is not a resident of the United States;
- (xi)(B) A partnership, corporation or other entity, other than an entity organized principally for passive investment, organized under the laws of a foreign jurisdiction and which has its principal place of business in a foreign jurisdiction;
- (xi)(C) An estate or trust, the income of which is not subject to United States income tax regardless of source;
- (xi)(D) An entity organized principally for passive investment such as a pool, investment company or other similar entity; *Provided*, That units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of part 4 of the Commission's regulations by virtue of its participants being Non-United States persons;
- (xi)(E) A pension plan for the employees, officers or principals of an entity organized and with its principal place of business outside the United States;
- (xii)(A) An entity in which all of the unit owners or participants, other than the commodity trading advisor claiming relief under this section, are qualified eligible persons;
- (xii)(B) An exempt pool; or
- (xii)(C) Notwithstanding 17 CFR 4.7(a)(3), an entity as to which a notice of eligibility has been filed pursuant to §4.5 which is operated in accordance with such rule and in which all unit owners or participants, other than the commodity trading advisor claiming relief under this section, are qualified eligible persons.

Client Initials _____

Joint Client Initials _____

QUESTIONNAIRE FOR INDIVIDUAL CLIENTS

Client 1: _____

Date of Birth _____ Occupation _____

Annual Income _____ Net Worth _____

Investment Experience: Check below the types of investments made by you during the past 5 years for your own account or any trust, estate, corporation or organization in which you own a majority of the beneficial or equity interests.

- U.S. government and federal agency securities; state and local government securities
 - Interests in REITs/real estate investment entities
 - Interests in limited partnerships or limited liability companies
 - Corporate stocks or options on corporate stocks
 - Commodities, futures contracts and/or options
 - Corporate bonds, debentures and notes
 - Annuities
 - Interests in mutual funds, unit investment trusts and closed-end investment companies
 - Interests in Real Estate (land, buildings, cooperative apartments, condominium units)
 - Other investments
-

Client 2: _____

Date of Birth _____ Occupation _____

Annual Income _____ Net Worth _____

Investment Experience: Check below the types of investments made by you during the past 5 years for your own account or any trust, estate, corporation or organization in which you own a majority of the beneficial or equity interests.

- U.S. government and federal agency securities; state and local government securities
 - Interests in REITs/real estate investment entities
 - Interests in limited partnerships or limited liability companies
 - Corporate stocks or options on corporate stocks
 - Commodities, futures contracts and/or options
 - Corporate bonds, debentures and notes
 - Annuities
 - Interests in mutual funds, unit investment trusts and closed-end investment companies
 - Interests in Real Estate (land, buildings, cooperative apartments, condominium units)
 - Other investments
-

Client Initials _____

Joint Client Initials _____

QUESTIONNAIRE FOR ENTITY CLIENTS

General and Financial Information:

Client's form of organization:

- | | |
|---|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Trust (Other than an employee benefit trust) | <input type="checkbox"/> Other: _____ |

State in which formed _____

Date formed _____

Principal Place of Business _____

Client's net worth or net assets: _____

Client's current estimated annual income (or last year's income, if current year's income is not available):

Client's Investment Experience: Check below the types of investments made by Client during the past 5 years for Client's own account.

- U.S. government and federal agency securities; state and local government securities
 - Interests in REITs/real estate investment entities
 - Interests in limited partnerships or LLCs
 - Corporate stocks or options on corporate stocks
 - Commodities, futures contracts and/or options
 - Corporate bonds, debentures and notes
 - Annuities
 - Interests in mutual funds (including money market funds), unit investment trusts and closed-end investment companies
 - Interests in Real Estate (land, buildings, cooperative apartments, condominium units)
 - Other investments
- _____

Client's Signatory's Investment Experience: Check below the types of investments made by Client's signatory during the past 5 years for his/her own account.

- U.S. government and federal agency securities; state and local government securities
 - Interests in REITs/real estate investment entities
 - Interests in limited partnerships or LLCs
 - Corporate stocks or options on corporate stocks
 - Commodities, futures contracts and/or options
 - Corporate bonds, debentures and notes
 - Annuities
 - Interests in mutual funds (including money market funds), unit investment trusts and closed-end investment companies
 - Other investments
- _____

Client Initials _____

Joint Client Initials _____

QUESTIONNAIRE FOR ENTITY CLIENTS (continued)

Is Client a commodity pool? YES NO

If **no** (Client is not a commodity pool), please provide the basis for determination that Client is not a commodity pool:

Client has only one direct or indirect beneficial owner, and does not solicit, accept, or receive from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in any commodity for future delivery or commodity option on or subject to the rules of any contract market.

Other (specify). Client is not a commodity pool because:

If **yes** (Client is a commodity pool), please provide either:

- a) The commodity pool operator's NFA ID Number _____ or
- b) The basis for the commodity pool operator's exemption from registration. The commodity pool operator is exempt from registration as a CPO because (specify):

Client Initials _____

Joint Client Initials _____

SIGNATURE SECTION FOR ALL CLIENTS

In witness whereof, Client hereby executes this Agreement as of the date set forth below.

1. Individuals:

Client Signature

Joint Client Signature

Client Name

Joint Client Name

Date

Date

2. Entities:

Client Name: _____

By: _____
Signature of Authorized Signatory

By: _____
Signature of Authorized Co-Signatory

Title of Authorized Signatory

Title of Authorized Co-Signatory

Date

Date

FOR USE BY THE ADVISOR ONLY

Agreement has been accepted by the Advisor as of the date set forth below:
Bensboro Advisors, LLC

By: _____
Charles W Robinson III, Managing Member

Date: _____

Client Initials _____

Joint Client Initials _____