



### ADDITIONAL INSTRUCTIONS FOR A FCSTONE, LLC ACCOUNT MANAGED BY A THIRD PARTY

1. If you are opening an FCStone, LLC account to be directed or managed by a third party; whether or not they are registered as a Commodity Trading Advisor (CTA) with the Commodity Futures Trading Commission (CFTC), please read and sign the **Managed Account Authorization**.
2. The *third party* that is being granted trading authority over the account will need to: read, complete and sign the **Third Party Controller Statement**. The applicable selection of an Item from (a) through (e) must be made to designate the current CFTC Registration of the third party, or the associated exemption that the third party is operating pursuant to. If the third party is not registered, the *customer* must complete the acknowledgement that a Disclosure Document was not received from the exempt third party.
3. If the third party is a CFTC Registered CTA and Third Party Service Providers are used by the CTA for performance calculations, accounting, etc., and the Third Party Service Provider(s) are outlined in the Disclosure Document; the CTA can complete the **CTA Data Distribution Agreement** to authorize customer account statements and/or trade data to be sent to those Service Providers.
4. If the customer would like to send his/her account statements and/or trade data to his/her own Third Party, and/or authorize his/her accounts statements and/or trade data to be sent to a Third Party Service Provider utilized by a Registered CTA; the customer can complete the **Optional Authorization Regarding Trade Data Distribution**.
5. Return the completed Managed Account documents with the rest of the Customer Account Documents to:

FCStone, LLC  
Client Service Center  
1251 NW Briarcliff Parkway  
Suite 800  
Kansas City, MO 64116  
[csc@intlfcstone.com](mailto:csc@intlfcstone.com)  
Fax Number 816-410-5054



FCStone, LLC

### THIRD PARTY LIMITED POWER OF ATTORNEY AUTHORIZATION

I/we, the undersigned, do hereby make, constitute, and appoint: \_\_\_\_\_  
As my/our true and lawful attorney, and agent in fact, for me/us and in my/our name, place and stead, and for my/our account (either individually or jointly with another) to buy and sell commodity futures contracts, commodity options contracts and cash commodities through FCStone, LLC. The power to sell shall include the power to make short sales.

I/we hereby ratify and confirm all that my/our said agent and attorney-in-fact, shall lawfully do or cause to be done in the premise, confirmation of trades made on my/our behalf; and risk will be mailed to me/us the same day a trade or trades are consummated, and an accurate account of my/our money will be kept. I/we will indemnify you and pay promptly, on demand, any losses arising from such trades and any debit or deficit balance due thereon.  
My/our said agent and attorney-in-fact is not authorized to withdraw from my/our said account: any monies, securities or other property either in my/our name or otherwise. This power of attorney shall remain in full force and effect until written revocation is provided to the Compliance Department of FCStone, LLC.

Agent's Relationship to Customer (if any): \_\_\_\_\_

Customer(s) Please Sign and Date Below:	
_____ <b>Print Your Name</b>	_____ <b>Date</b>
X _____ <b>Your Signature</b>	
_____ <b>Print Name of Joint Owner</b>	_____ <b>Date</b>
X _____ <b>Joint Owner Signature</b>	



## THIRD PARTY CONTROLLER STATEMENT

### I. Third Party's Representation:

#### A. Registered CTA and Disclosure Document Information:

I am registered as a Commodity Trading Adviser (CTA) with the Commodity Futures Trading Commission (CFTC).  
NFA Identification Number: \_\_\_\_\_.

- a. I have provided a valid Disclosure Document to the Customer dated \_\_\_\_\_.
- b. I maintain an exemption pursuant to CFTC Regulation 4.7, and am not required to provide a Disclosure Document. A signed copy of the customer's participation documents (Offering Memorandum, Subscription Agreement, Trading Acknowledgement, etc.) has been provided.

#### B. Non-registered Third Party Controller:

I am not required to provide a Disclosure Document to the customer because I am exempt from registering as a Commodity Trading Adviser (CTA) with the Commodity Futures Trading Commission (CFTC) as indicated below:  
(Check the exemption which applies)

- c. I am a (1) dealer, processor, broker or seller in cash market transactions or (2) non-profit, voluntary membership, general farm organization, who provides advice on the sale or purchase of commodities, and any trading advice is solely incidental to the conduct of my business.
- d. I am registered with the CFTC in another capacity (Floor Broker, CPO, IB, or an Associated Person of an FCM/IB) and my advice is solely incidental to my principal business or profession.  
Please indicate the principal business or profession: \_\_\_\_\_
- e. I am operating under an exemption pursuant to CFTC Regulation 4.14.
- f. I have provided advice to 15 or fewer persons during the past 12 months, and do not hold myself out generally to the public as a CTA, including, but not limited to, the solicitation of customers.
- g. I (we) am (are) a foreign-based entity; located outside of the United States, and I (we) only solicit non-U.S. customers.

### II. Third Party's Information:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Country: \_\_\_\_\_ Zip/Mail Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
(Third Party Controller Signature)

\_\_\_\_\_  
(Date)

**The third party controller must include a copy of one or more of the following: A legible copy of a driver's license, passport, or other valid government issued identification.**



FCStone, LLC

### STATEMENT OF THIRD PARTY CONTROLLER (Continued)

**III. Customer(s) Acknowledgement:**

I (we), \_\_\_\_\_ acknowledge that \_\_\_\_\_  
(Customer Name) (Third Party Controller Name)

is not required to provide me with a Disclosure Document, as explained above. My relationship to the third party controller is \_\_\_\_\_. I am  paying  not paying, compensation to the 3<sup>rd</sup> party for trading my account.

**Customer(s) Please Sign and Date Below:**

Print Your Name

Date

X

Your Signature

Print Name of Joint Owner

Date

X

Joint Owner Signature



## MANAGED ACCOUNT AGREEMENT AND COMMISSION AND/OR MANAGEMENT FEE AUTHORIZATION

In connection with the opening of this commodity account, whereby, the above-named entity has referred this commodity account to you, the undersigned hereby authorizes and instructs FCStone, LLC (FCStone) or any of its affiliates, as his or her agent and attorney-in-fact: to pay any and all fees to the above-named entity directly and to debit such fees from the commodity account of the undersigned. It is understood that such fees may include a significant portion of the brokerage commissions charged to my account, management fees, administrative charges and/or incentive fees.

The undersigned understands that his account may be charged brokerage commissions substantially in excess of the brokerage commission rate charged to other public customers of FCStone or the above-named entity, and that such excess will be paid to the authorized trading entity named above. QUESTIONS REGARDING THE APPLICABLE COMMISSION RATE AND THE ADVISORY FEES SHOULD BE DIRECTED TO THE TRADING ADVISOR.

THE UNDERSIGNED AGREES THAT FCSTONE, ITS AFFILIATES, OFFICERS AND EMPLOYEES, WILL NOT BE LIABLE OR HELD ACCOUNTABLE FOR COMPUTATION OF SUCH FEES AND THAT FCSTONE WILL MERELY ACT UPON WRITTEN INSTRUCTIONS FROM THE ABOVE NAMED TRADING ADVISOR, WITH RESPECT TO THE PAYMENT OF THOSE FEES, TO SUCH TRADING ADVISOR. THE UNDERSIGNED ACKNOWLEDGES THAT FCSTONE IS NOT REQUIRED TO SEND A COPY OF THIS NOTICE TO THE UNDERSIGNED.

The undersigned further acknowledges that, except as disclosed, (1) FCStone, its affiliates, officers and employees, did not solicit this account; (2) FCStone, its affiliates, officers and employees, did not recommend such trading advisor, or introduce this trading advisor to the undersigned; (3) the entity named above is independent of, and thus not affiliated with FCS, its affiliates, officers and employees; (4) neither FCStone nor any of its affiliates, officers or employees have any interest in, or management control, supervisory responsibility or influence over such trading advisor, other than to maintain and carry this account on a fully-disclosed basis for the purpose of executing orders presented to FCStone by such trading advisor or the undersigned, as the case may be; (5) such trading advisor is neither an employee nor an agent of FCStone or any of its affiliates; (6) FCStone has no obligation to act or perform in the place of trading advisor, as required of the trading advisor under the management agreement entered into between the trading advisor and customer, including, but not limited to, the suspension or failure to suspend trading at the designated level; and (7) FCStone's responsibilities are limited to the acceptance of properly executable orders as transmitted by the trading advisor for the account of the undersigned; the handling of orders pursuant to the rules and regulations of the Commodity Futures Trading Commission and the exchange on which the orders are presented for execution; the preparation and mailing of reports of execution; the preparation and mailing of daily and monthly statements reporting transactions in the undersigned's account and cashiering functions for the undersigned's account with respect to cash or securities physically delivered to FCStone. THE UNDERSIGNED FURTHER ACKNOWLEDGES THE RECEIPT OF A DISCLOSURE DOCUMENT FROM A REGISTERED CTA, OR AN OFFERING MEMORADUM FROM AN EXEMPT TRADING ADVISOR.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which FCStone or any of its affiliates may have under any other agreement(s) between FCStone and the undersigned.

This authorization and indemnity is a continuing one and shall remain in effect to FCStone at the above address until it has been revoked in writing; but such revocation shall not affect any liability in any way resulting from transactions initiated prior to the revocation. This authorization and indemnity shall inure to the benefit of FCStone, its affiliates, officers, employees, agents, successors and assigns.

Print Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Print Name of Joint Owner (If Joint): \_\_\_\_\_ Date: \_\_\_\_\_

Joint Owner Signature (If Joint): \_\_\_\_\_



FCStone, LLC

### CTA DATA DISTRIBUTION AGREEMENT FOR THIRD PARTY SERVICE PROVIDERS

Name of CTA: \_\_\_\_\_

The undersigned agrees that its customers have been informed in writing, through the Disclosure Document and/or associated Subscription Agreement, that the CTA will use the Third Party Service Provider specified below, in the capacity selected below. The undersigned authorizes FCStone, LLC (FCStone) on behalf of the CTA's customer(s), and in association with the Subscription Agreement signed by those customers; to provide copies of customer account statements and/or trade data directly to the Third Party Service Provider employed by the CTA. The data delivery will be in a manner mutually agreed upon by FCStone, the CTA and Third Party Service Provider. FCStone will not be liable for any further dissemination or use of this information by the CTA and/or Third Party Service Provider. In addition, if the Third party Service Provider is changed, the undersigned agrees to inform FCStone of such changes in writing. FCStone will not be liable for outdated and /or incorrect information provided by the CTA with reference to the facilitation of trade data on the CTA's behalf.

Name of CTA's Third Party Provider(s): \_\_\_\_\_

Services Offered by Third Party Provider(s):  
(Please check all that apply)

- Accounting
- Performance Calculation
- Record Keeping
- Portfolio Analysis
- Other (Please Describe): \_\_\_\_\_

E-mail(s) of CTA's Third Party Service Provider(s):

\_\_\_\_\_  
\_\_\_\_\_

This authorization and indemnity is in addition to, and in no way limits or restricts, any rights which FCStone or any of its affiliates may have under any other agreement or agreements between FCStone and the undersigned's customer. This authorization and indemnity is a continuing one and shall remain in effect until it has been revoked in writing, or an updated form is provided; and such revocation shall not affect any liability in any way. This authorization and indemnity shall inure to the benefit of FCStone, LLC, its affiliates, officers, employees, agents, successors and assigns.

Registered Principal/AP of CTA Please Sign and Date Below:	
_____ <b>Print Your Name</b>	_____ <b>Date</b>
<b>X</b> _____ <b>Signature of Registered Principal/AP</b>	
_____ <b>Print Name of Joint Owner</b>	_____ <b>Date</b>
<b>X</b> _____ <b>Signature of Second Authorized Individual (If Necessary)</b>	



FCStone, LLC

OPTIONAL AUTHORIZATION REGARDING TRADE DATA DISTRIBUTION TO A THIRD PARTY OR CTA

Name of Customer(s): \_\_\_\_\_

Account Number(s): \_\_\_\_\_

The undersigned authorizes FCStone, LLC (FCStone) to provide copies of the account statements and/or trade data directly to the Third Party Service employed by either the customer or customer's CTA (as noted below). The data delivery will be in a manner mutually agreed upon by FCStone, the Customer and/or Third Party Service Provider. The undersigned will not hold FCStone liable for any further dissemination or use of this information by the CTA and/or Third Party Service Provider.

Data Distribution To Customer's Own Third Party Service Provider:

Name of Customer's Third Party Service Provider(s): \_\_\_\_\_

E-mail(s) of Customer's Third Party Service Provider(s):

\_\_\_\_\_  
\_\_\_\_\_

Data Distribution to CTA's Third Party Service Provider:

Name of CTA's Third Party Provider(s): \_\_\_\_\_

Services Offered by Third Party Provider(s): (Please check all that apply)

- Accounting
Performance Calculation
Record Keeping
Portfolio Analysis
Other (Please Describe): \_\_\_\_\_

E-mail(s) of CTA's Third Party Service Provider(s):

\_\_\_\_\_  
\_\_\_\_\_

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which FCStone or any of its affiliates may have under any other agreement or agreements between FCStone and the undersigned. This authorization and indemnity is a continuing one and shall remain in effect to FCStone at the above address until it has been revoked in writing, but such revocation shall not affect any liability in any way. This authorization and indemnity shall inure to the benefit of FCStone, LLC, its affiliates, officers, employees, agents, successors and assigns.

Customer(s) Please Sign and Date Below:
Print Your Name \_\_\_\_\_ Date \_\_\_\_\_
X
Your Signature \_\_\_\_\_
Print Name of Joint Owner \_\_\_\_\_ Date \_\_\_\_\_
X
Joint Owner Signature \_\_\_\_\_