

CTA Disclosure Document — Template

**AI Trade Pros — Advanced Education and Trading · Powered by WebPros · WEB PROS
MARKETING, LLC**

Privileged & Confidential — Prepared for Counsel

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

[AFFILIATE ENTITY NAME], 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

[AFFILIATE ENTITY NAME] (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, affiliation with WEB PROS MARKETING, LLC (d/b/a AI Trade Pros), activities to date].

2. Principals

[FOR EACH PRINCIPAL — repeat this block.] [NAME], [TITLE]. [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 the principal roster — officers, managers, and all direct and indirect 10%-or-greater owners of the Advisor, including the four owners of the parent, and any financial backer reaching principal status.]

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) models published on the platform marketplace by independent providers as impersonal publications, which the Advisor has reviewed, approved, verified directly with the venue, and adopted as a program 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 independent provider advises any client, has any relationship with any client, or is compensated by the Advisor or by any client; providers are compensated by the platform operator on fixed terms unrelated to this program. 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 [a flat monthly subscription of \$[] / describe actual futures-rail fee structure — per the platform's proposal, no performance-based compensation applies on the futures rail]. 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 affiliate of WEB PROS MARKETING, LLC, whose software platform and subscription products clients may also use; independent model providers are compensated by the platform operator, not the Advisor, on fixed terms that never reference client results, and are publishers of impersonal models rather than advisers to any client; 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. Affiliate and Platform Conflicts (October 2026 conformance)

The Advisor licenses its replication infrastructure from WEB PROS MARKETING, LLC (the "Platform"), an affiliate under common [ownership / 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 [AFFILIATE ENTITY NAME] 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.