



## MANAGED ACCOUNT AGREEMENT – POWER OF ATTORNEY

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The undersigned hereby authorizes \_\_\_\_\_ as his account controller and attorney in fact (the “Account Controller”) to buy, sell (including short sales), and trade in commodity futures Contracts, options on commodity futures Contracts, physical commodities, foreign commodity futures Contracts, options on foreign commodity futures Contracts, foreign commodities, forward Contracts, and Contracts in the foreign exchange market on margin or otherwise in accordance with R.J. O'Brien's terms and conditions for the undersigned's account and risk in the undersigned's name or number on R.J. O'Brien's books. The authorization provided hereunder is subject to R.J. O'Brien's acceptance of the Account Controller. For avoidance of doubt, R.J. O'Brien's acceptance of any Account Controller shall in no way be deemed R.J. O'Brien's endorsement of such Account Controller and R.J. O'Brien shall have no liability for the acts or omissions of any Account Controller. Further, R.J. O'Brien shall have the right, at any time and in its sole discretion, to revoke any acceptance of any Account Controller and/or may refuse to accept future orders from any Account Controller previously accepted. The undersigned hereby agrees to indemnify and hold harmless from and pay R.J. O'Brien promptly on demand for any and all Losses arising therefrom or debit balance due thereon in the undersigned(s) account.

In all such purchases, sales, or trades, R.J. O'Brien is authorized to follow the instruction of the Account Controller in every respect concerning the undersigned's account through R.J. O'Brien; the Account Controller is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or that would be incidental to the furtherance of conduct of such purchases, sales, or trades.

The undersigned hereby ratifies and confirms any and all transactions with R.J. O'Brien heretofore made by the aforesaid Account Controller or for the undersigned account.

Duplicate statements will be made available to the Account Controller via R.J. O'Brien's client portal.

If the undersigned is a member of any exchange, the undersigned shall verify and confirm the clearing and exchange rates that the undersigned is charged for the transactions in the undersigned's account are correct and in compliance with exchange rules or policies. While R.J. O'Brien shall make reasonable efforts to confirm that the clearing and exchange rates are being charged correctly, R.J. O'Brien shall not be liable or responsible for any discrepancies. The undersigned shall remain at all times responsible or liable for any and all fees related to the undersigned's account as set forth in R.J. O'Brien's terms and conditions for the undersigned's account.

The authorizations and indemnities in this Managed Account Agreement – Power of Attorney are in addition to (and in no way limit or restrict) any rights which R.J. O'Brien may have under any other agreements or agreements between the undersigned and R.J. O'Brien. R.J. O'Brien shall not have any liability for following the instructions of the Account Controller, and the undersigned shall never attempt to hold R.J. O'Brien liable for the Account Controller's actions or inactions.

The undersigned represents that the Account Controller has provided a disclosure document to the undersigned concerning the Account Controller's trading advice, including any options trading advice and the strategies to be used by the Account Controller, which the undersigned has read and understood, or, in the alternative, the Account Controller has furnished the undersigned with a signed written statement explaining the Account Controller's exemption from applicable registration and disclosure document requirements of the Commodity Futures Trading Commission and National Futures Association.

The undersigned understands that there are many strategies that can be used in trading options, some of which have unlimited risk of loss and could result in the undersigned sustaining a total loss of all funds in the account and the undersigned being liable for any deficit in such account resulting therefrom. The undersigned acknowledges that he has discussed with the Account Controller the nature and risks of the strategy to be used in connection with options to be traded for the account.

This Managed Account Agreement – Power of Attorney shall remain in force and effect until the earlier of: (i) revocation by R.J. O'Brien; (ii) revocation by the undersigned under the terms of the Power of Attorney Revocation form provided by R.J. O'Brien and executed by the undersigned ; or (iii) the trading account has been closed in accordance with the terms of the account agreement or the terms in this Managed Account Agreement. Any revocation shall not affect

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any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of R.J. O'Brien and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of R.J. O'Brien or any successor firm.

This Managed Account Agreement - Power of Attorney does not revoke any powers of attorney previously executed by the undersigned unless the undersigned gives written notice of revocation to the Account Controller of any previously executed Power of Attorney.

R.J. O'Brien requires all Managed Accounts to maintain a cash account with R.J. O'Brien to be used for purposes of transferring excess cash or journaling debit amounts from or in the Managed Account(s) upon any termination of a Managed Account by either the undersigned or R.J. O'Brien (including, but not limited to, termination due to three years of inactivity in the Managed Account). By signing this Managed Account Agreement, you are simultaneously agreeing to, and opening, a cash account to be held with R.J. O'Brien. R.J. O'Brien reserves the right to terminate any Managed Account that has been inactive for a period of three years or greater.

The undersigned has read and understood the above and agrees to all terms and conditions therein.

**This document creates a Limited Power of Attorney between the undersigned as “Principal” and the Account Controller. If actually executed by the Principal within the State of New York, to be valid, Section 5-1501B of the General Obligations Law of the State of New York requires that the document be signed by both the Principal and Account Controller and that the document contain the following notices to the Principal and the Account Controller. (The text of the following notices to the Principal and Account Controller is prescribed by law and must be recited verbatim to the statute even though some portions are not applicable to Powers of Attorney given by individuals to their brokers or investment managers.)**

### **CAUTION TO THE CLIENT/PRINCIPAL(S)**

Your Power of Attorney is an important document. As the “Principal,” you give the person whom you choose (your “Account Controller”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your account controller similar authority.

When your Account Controller exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Account Controller” at the end of this document describes your Account Controller’s responsibilities.

You can request information from your Account Controller at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior Account Controller(s) and to the financial institutions where your accounts are located. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an Account Controller for acting improperly. Your Account Controller cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this. The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

### **IMPORTANT INFORMATION FOR THE ACCOUNT CONTROLLER**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) Act according to any instructions from the Principal, or, where there are no instructions, in the Principal’s best interest;

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- (2) Avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) Keep the Principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) Keep a record of all receipts, payments, and transactions conducted for the Principal; and
- (5) Disclose your identity as an Account Controller whenever you act for the Principal by writing or printing the Principal's name and signing your own name as "Account Controller" in either of the following: (Principal's Name) by (Your Signature) as Account Controller, or (Your Signature) as Account Controller for (Principal's Name).

You may not use the Principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the Principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the Principal or, where there are no such instructions, in the Principal's best interest. You acknowledge and agree that R.J. O'Brien has the right to refuse to accept orders from you at any time and you agree you will not enter any trade after you receive such notice unless R.J. O'Brien expressly agrees otherwise in writing.

### CLIENTS/PRINCIPAL

I have signed my name to this Managed Account Agreement – Power of Attorney. The undersigned represents that he/she has full authority to enter into the Managed Account Agreement – Power of Attorney on behalf of the entity stated below.

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Signature of Client/Principal/Partner

\_\_\_\_\_  
Signature of Joint Client/Principal/Partner

\_\_\_\_\_  
Print Client/Principal/Partner Name

\_\_\_\_\_  
Print Joint Client/Principal/Partner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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### ACCOUNT CONTROLLER

I have read the foregoing Managed Account Agreement – Power of Attorney. I am the person(s) identified therein as Account Controller for the Principal named therein. I acknowledge my legal responsibilities. I have signed my name to this Managed Account Agreement – Power of Attorney.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
Legal Entity Identifier (LEI)

\_\_\_\_\_  
Occupation/Principal Business

\_\_\_\_\_  
Email for Statement Availability Notifications<sup>1</sup>

\_\_\_\_\_  
Full Address of Account Controller

<sup>1</sup> R.J. O'Brien does not send PDF statements via email.