

## **DISCRETIONARY TRADING AUTHORIZATION / 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 Dorman Trading, L.L.C. ("Dorman").

In all such transactions, as well as management decisions relating to the Account, Dorman 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.

Dorman shall have no liability for following the instructions of the Agent, and the undersigned shall never attempt to hold Dorman liable for the Agent's actions or inactions. The undersigned understands that Dorman does not, by implication or otherwise, endorse the operating methods of such Agent. The undersigned hereby releases Dorman 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 Dorman following the Agent's instructions or for any matter arising out of the relationship between the Agent and the undersigned and shall indemnify Dorman from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising there from. The undersigned agrees to hold Dorman 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 Dorman, Attention: Director of Compliance. Such revocation shall become effective only upon the actual receipt thereof by Dorman 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 Dorman, its successors and assigns. The provisions hereof shall be in addition to and in no way shall it limit or restrict any right which Dorman may have under any agreement with the undersigned.





**REPRESENTATIONS REGARDING DISCRETIONARY ACCOUNTS**

ACCOUNT OWNER \_\_\_\_\_ ACCOUNT CONTROLLER \_\_\_\_\_

ALL CUSTOMERS MAINTAINING DISCRETIONARY ACCOUNTS MUST PROVIDE DORMAN TRADING, L.L.C. WITH EITHER: (A) A WRITTEN ACKNOWLEDGEMENT BY THE ACCOUNT OWNER OF RECEIPT OF THE ACCOUNT CONTROLLER'S DISCLOSURE DOCUMENT; (B) OR A SIGNED STATEMENT BY ACCOUNT CONTROLLER EXPLAINING WHY THE ACCOUNT CONTROLLER IS NOT REQUIRED TO PROVIDE A DISCLOSURE DOCUMENT TO ACCOUNT OWNER.

**A) ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE DOCUMENT**

TO WHOM IT MAY CONCERN:

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.

READ AND ACKNOWLEDGED BY:

\_\_\_\_\_  
ACCOUNT OWNER'S SIGNATURE

\_\_\_\_\_  
DATE:

**B) REPRESENTATION OF UNREGISTERED AUTHORIZED AGENT**

AS AN EXEMPT CTA, THE UNDERSIGNED IS NOT REQUIRED TO FURNISH THE ACCOUNT HOLDER WITH A DISCLOSURE DOCUMENT.

THE UNDERSIGNED HEREBY REPRESENTS THAT THEY ARE EXEMPT FROM REGISTRATION AS A COMMODITY TRADING ADVISOR ("CTA") WITH THE COMMODITY TRADING COMMISSION UNDER THE COMMODITY EXCHANGE ACT.

THE BASIS OF THE EXEMPTION FROM REGISTRATION IS SECTION 4(M) OF THE COMMODITY EXCHANGE ACT. MORE SPECIFICALLY, THE UNDERSIGNED REPRESENTS THAT DURING THE PRECEDING TWELVE MONTHS, THE UNDERSIGNED HAS NOT FURNISHED COMMODITY TRADING ADVICE TO MORE THAN FIFTEEN PERSONS AND HAS NOT HELD ITSELF OUT GENERALLY TO THE PUBLIC AS A COMMODITY TRADING ADVISOR. THE UNDERSIGNED WILL ADVISE DORMAN TRADING, L.L.C. IMMEDIATELY IF ITS EXEMPTION FROM REGISTRATION AS A CTA IS NO LONGER EFFECTIVE. THE UNDERSIGNED RECOGNIZES THAT DORMAN TRADING, L.L.C. IS RELYING ON THESE REPRESENTATIONS IN ACCEPTING TRADES FOR ACCOUNT(S) OVER WHICH THE UNDERSIGNED EXERCISES TRADING CONTROL. THE UNDERSIGNED AGREES TO INDEMNIFY DORMAN TRADING, L.L.C. AGAINST ALL COSTS, DAMAGES AND CLAIMS RESULTING FROM THE FAILURE OF ITS REPRESENTATIONS HEREIN TO REMAIN TRUE AND ACCURATE.

\_\_\_\_\_  
Account Controller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Account Controller's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Social Security #