DISCLOSURE DOCUMENT

OF

ACUMEN ALGORITHMS, LLC

NFA ID NUMBER 0491413

**A FLORIDA LIMITED LIABILITY COMPANY REGISTERED WITH
THE COMMODITY FUTURES TRADING COMMISSION
AS A COMMODITY TRADING ADVISOR
AND A MEMBER OF
THE NATIONAL FUTURES ASSOCIATION**

THE COMMODITY FUTURES TRADING COMMISSION HAS NOT PASSED UPON THE MERITS OF PARTICIPATING IN THIS TRADING PROGRAMS NOR HAS THE COMMISSION PASSED ON THE ADEQUACY OR ACCURACY OF THIS DISCLOSURE DOCUMENT.

THE DATE OF THIS DISCLOSURE DOCUMENT IS APRIL 15, 2016; AND IT MAY NOT BE UTILIZED AFTER APRIL 15, 2017.

THE DELIVERY OF THIS DISCLOSURE DOCUMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS DISCLOSURE DOCUMENT.

NO PERSON IS AUTHORIZED BY ACUMEN ALGORITHMS, LLC TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION THAT IS NOT CONTAINED IN THIS DISCLOSURE DOCUMENT.

Acumen Algorithms, LLC
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RISK DISCLOSURE STATEMENT

THE RISK OF LOSS IN TRADING COMMODITY INTERESTS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. IN CONSIDERING WHETHER TO TRADE OR TO AUTHORIZE SOMEONE ELSE TO TRADE FOR YOU, YOU SHOULD BE AWARE OF THE FOLLOWING:

IF YOU PURCHASE A COMMODITY OPTION YOU MAY SUSTAIN A TOTAL LOSS OF THE PREMIUM AND OF ALL TRANSACTION COSTS.

IF YOU PURCHASE OR SELL A COMMODITY FUTURES CONTRACT OR SELL A COMMODITY OPTION OR ENGAGE IN OFF-EXCHANGE FOREIGN CURRENCY TRADING YOU MAY SUSTAIN A TOTAL LOSS OF THE INITIAL MARGIN FUNDS OR SECURITY DEPOSIT AND ANY ADDITIONAL FUNDS THAT YOU DEPOSIT WITH YOUR BROKER TO ESTABLISH OR MAINTAIN YOUR POSITION. IF THE MARKET MOVES AGAINST YOUR POSITION, YOU MAY BE CALLED UPON BY YOUR BROKER TO DEPOSIT A SUBSTANTIAL AMOUNT OF ADDITIONAL MARGIN FUNDS, ON SHORT NOTICE, IN ORDER TO MAINTAIN YOUR POSITION. IF YOU DO NOT PROVIDE THE REQUESTED FUNDS WITHIN THE PRESCRIBED TIME, YOUR POSITION MAY BE LIQUIDATED AT A LOSS, AND YOU WILL BE LIABLE FOR ANY RESULTING DEFICIT IN YOUR ACCOUNT.

UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION. THIS CAN OCCUR, FOR EXAMPLE, WHEN THE MARKET MAKES A “LIMIT MOVE.”

THE PLACEMENT OF CONTINGENT ORDERS BY YOU OR YOUR TRADING ADVISOR, SUCH AS A “STOP-LOSS” OR “STOP-LIMIT” ORDER, WILL NOT NECESSARILY LIMIT YOUR LOSSES TO THE INTENDED AMOUNTS, SINCE MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE SUCH ORDERS.

A “SPREAD” POSITION MAY NOT BE LESS RISKY THAN A SIMPLE “LONG” OR “SHORT” POSITION.

THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN COMMODITY INTEREST TRADING CAN WORK AGAINST YOU AS WELL AS FOR YOU. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

IN SOME CASES, MANAGED COMMODITY ACCOUNTS ARE SUBJECT TO SUBSTANTIAL CHARGES FOR MANAGEMENT AND ADVISORY FEES. IT MAY BE NECESSARY FOR THOSE ACCOUNTS THAT ARE SUBJECT TO THESE CHARGES TO MAKE SUBSTANTIAL TRADING PROFITS TO AVOID DEPLETION OR EXHAUSTION OF THEIR ASSETS. THIS DISCLOSURE DOCUMENT CONTAINS, AT PAGE 5, A COMPLETE DESCRIPTION OF EACH FEE TO BE CHARGED TO YOUR ACCOUNT BY THE COMMODITY TRADING ADVISOR.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF THE COMMODITY INTEREST MARKETS. YOU SHOULD THEREFORE CAREFULLY STUDY THIS DISCLOSURE DOCUMENT AND COMMODITY

INTEREST TRADING BEFORE YOU TRADE, INCLUDING THE DESCRIPTION OF THE PRINCIPAL RISK FACTORS OF THIS INVESTMENT, AT PAGE 7.

YOU SHOULD ALSO BE AWARE THAT THIS COMMODITY TRADING ADVISOR MAY ENGAGE IN TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS. TRANSACTIONS ON MARKETS LOCATED OUTSIDE THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET MAY BE SUBJECT TO REGULATIONS WHICH OFFER DIFFERENT OR DIMINISHED PROTECTION. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE YOUR TRANSACTIONS MAY BE EFFECTED. BEFORE YOU TRADE YOU SHOULD INQUIRE ABOUT ANY RULES RELEVANT TO YOUR PARTICULAR CONTEMPLATED TRANSACTIONS AND ASK THE FIRM WITH WHICH YOU INTEND TO TRADE FOR DETAILS ABOUT THE TYPES OF REDRESS AVAILABLE IN BOTH YOUR LOCAL AND OTHER RELEVANT JURISDICTIONS.

THIS COMMODITY TRADING ADVISOR IS PROHIBITED BY LAW FROM ACCEPTING FUNDS IN THE TRADING ADVISOR'S NAME FROM A CLIENT FOR TRADING COMMODITY INTERESTS. YOU MUST PLACE ALL FUNDS FOR TRADING IN THIS TRADING PROGRAM DIRECTLY WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER, AS APPLICABLE.

NEITHER THIS TRADING ADVISOR NOR ANY OF ITS TRADING PRINCIPALS HAVE PREVIOUSLY DIRECTED ANY ACCOUNTS.

NOTICES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE INVESTMENT ADVISOR AND THE TERMS OF THE TRADING PROGRAMS, INCLUDING THE MERITS AND RISKS INVOLVED. THESE TRADING PROGRAMS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR ANY REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DISCLOSURE DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THE DELIVERY OF THIS DISCLOSURE DOCUMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF ITS ISSUE.

THIS DISCLOSURE DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, A SECURITY IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION IN SUCH JURISDICTION.

INVESTMENT IN THE TRADING PROGRAMS INVOLVES A HIGH DEGREE OF RISK AND IS ONLY SUITABLE FOR A SOPHISTICATED INVESTOR FOR WHICH SUCH INVESTMENT DOES NOT CONSTITUTE A COMPLETE INVESTMENT PROGRAM AND WHO FULLY UNDERSTANDS AND IS WILLING TO ASSUME THE RISKS INVOLVED. ANYONE WHO IS NOT INDEPENDENTLY CAPABLE OF EVALUATING THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT AND THE RISKS INVOLVED IN PARTICIPATING IN THE TRADING PROGRAMS SHOULD NOT INVEST IN THE TRADING PROGRAMS.

A PROSPECTIVE INVESTOR SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE DOCUMENT AS TAX OR LEGAL ADVICE. THIS DISCLOSURE DOCUMENT SHOULD BE REVIEWED BY THE PROSPECTIVE INVESTOR AND ITS INVESTMENT, TAX, ACCOUNTING, LEGAL AND OTHER ADVISERS.

BY ACCEPTING RECEIPT OF THIS DISCLOSURE DOCUMENT, EACH PROSPECTIVE INVESTOR AGREES NOT TO DUPLICATE NOR TO FURNISH COPIES OF THIS DISCLOSURE DOCUMENT TO PERSONS OTHER THAN SUCH OFFEREE'S INVESTMENT, TAX, ACCOUNTING, LEGAL AND OTHER ADVISERS, AND AGREES TO RETURN THIS DISCLOSURE DOCUMENT TO THE INVESTMENT ADVISOR PROMPTLY AFTER SUCH TIME AS SUCH OFFEREE IS NO LONGER CONSIDERING AN INVESTMENT IN THE TRADING PROGRAMS.

THIS DISCLOSURE DOCUMENT DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE HEREIN NOT MISLEADING IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN.

THE RISK OF LOSS IN TRADING FUTURES ON FOREIGN EXCHANGES CAN BE SUBSTANTIAL.

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.

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THE COMMODITY TRADING ADVISOR

Introduction

Acumen Algorithms, LLC (the "Advisor") is a Florida Limited Liability Company organized in October 2015. Acumen Algorithms, LLC *was* registered with the Commodity Futures Trading Commission ("CFTC") as a commodity trading advisor ("CTA") on November 13, 2015, and it became a member of the National Futures Association ("NFA") on the same date. Acumen Algorithms, LLC's NFA BASIC number is: 0491413.

Acumen Algorithms, LLC's office is located at 295 Richards Road, Melbourne Beach, Florida 32951 where its books and records are kept and made available for inspection. The Advisor's telephone number is 727-777-4333.

The Principal of Acumen Algorithms, LLC

Nicholas Christopher Kitcharoen is the founding member and Principal of the Advisor. He was listed with NFA as a Principal of Acumen Algorithms, LLC on November 13, 2015 and he became registered with the CFTC as an Associated Person and a NFA Associate Member on the same day. His NFA BASIC number is: 0491438.

In April 2001 Mr. Kitcharoen graduated from The University of Michigan, located at 500 South State Street, Ann Arbor Michigan 48109, with a BA in Economics.

In June 2004 Mr. Kitcharoen graduated from Cornell University, located at Sage Hall Cornell University, Ithaca, New York 14853, with an MBA in Finance.

From November 2004 to December 2005 Mr. Kitcharoen was employed with XO Communications, LLC a telecommunications company, located at 13865 Sunrise Valley Drive, Herndon, Virginia 21071, where he was a Senior Financial Analyst and was responsible for developing revenue minimums for 5,000 central offices and forecasting the effect of proposed changes in long distance rates. He left the company to move to Florida to be closer to his family.

From January 2006 to October 2006 Mr. Kitcharoen was unemployed.

From October 2006 to April 2008 Mr. Kitcharoen was employed by Venali, an internet fax provider company, located at 6100 Blue Lagoon Drive, Suite 250, Miami, Florida 33126. He was a Senior Financial Analyst and was responsible for creating all financial analysis and financial models the company used. He left to join another firm that offered a promotion.

From April 2008 to July 2012 Mr. Kitcharoen was employed by Sodexo, a food and facilities services company located at 283 Cranes Roost Boulevard, Altamonte Springs, Florida 32701. He was the Director of Finance and he was responsible for formulating monthly budget spreads, and various financials including sales, gross profit, food cost, and labor cost. He left because of the lack of upward mobility.

From July 2012 to October 2015 Mr. Kitcharoen was employed at Acumen Management Group, LLC, a financial trading software development company located at 1681 Boyer Street, Longwood, Florida 32750. Mr. Kitcharoen was the Managing Member and was responsible for developing all trading algorithms. He left because the company was dissolved.

From October 2015 to the present Mr. Kitcharoen is employed at Acumen Algorithms, LLC a trading software development company, located at 295 Richards Road, Melbourne, Florida 3295. He is the founding member and Principal and his responsibilities are researching the market impact of past economic reports, developing futures trading software, and managing all aspects of the firm's decisions.

From the time of organization on October 12, 2015 and its effective CFTC date of registration on November 13, 2015, Mr. Kitcharoen has been doing research for Acumen Algorithms, LLC.

THE CTA'S TRADING PROGRAMS

The following description of Acumen Algorithms, LLC's investment strategies is only intended to provide an overview of potential strategies that may be used in the CTA's trading programs. These strategies are subject to change as market conditions may warrant. The Advisor cannot guarantee that its investment objectives will be achieved or that a Client will not incur substantial losses

The Advisor currently has two trading programs. The first program is called **Global Intraday Trends Program**, and involves intraday trading of futures contracts of; ASX 200 Index, Hang Seng Index, German DAX Index, Gold, Copper, Crude Oil, Natural Gas, E-Mini S&P 500, Australian Dollar, and Euro futures contracts. The second program is called **Global Diversified Trends Program**, and involves short term trading, consisting of intraday trades and non-intraday trades, of futures contracts of; ASX 200 Index, Hang Seng Index, German DAX Index, Gold, Copper, Crude Oil, Natural Gas, E-Mini S&P 500, Australian Dollar, and Euro futures contracts. Both programs trade foreign futures exchanges, but do not trade FX currencies.

The Global Intraday Trends Program and Global Diversified Trends Program require the use of Ninjatrader software for purposes of trading futures. This software is supplied by the Advisor at no cost to the Client.

The Trading Programs

THERE CAN BE NO ASSURANCE THAT CLIENT ACCOUNTS IN THIS PROGRAM(S) WILL ACHIEVE THEIR OBJECTIVE, OR THAT THE CLIENT ACCOUNTS WILL NOT INCUR LOSSES. FUTURES TRADING IS A HIGH RISK INVESTMENT THAT SHOULD BE MADE AFTER CONSULTATION WITH INDEPENDENT QUALIFIED SOURCES OF INVESTMENT AND TAX ADVICE.

The Advisor may open new trading programs, close its current trading programs to new investors or to additional contributions by current clients, or discontinue its current trading programs at any time in its sole discretion.

The Advisor utilizes a technical trend following strategy that aims to ride out trends in financial instruments for as long as possible while optimizing profits. The Global Intraday Trends Program and the Global Diversified Trends Program are fully automated trade programs that trade in both long and short positions. The Global Intraday Trends Program trades entirely on an intraday basis, which allows for a more efficient use of capital and potentially higher returns. This program seeks a degree of leverage with margin that can be set by the client. Utilizing a large percentage of available margin may result in either enhanced gains or losses. If the markets move in a favorable direction, the use of greater leverage increases the potential rate of return. However, if the markets move in an unfavorable direction, a highly leveraged account may experience greater losses than an account using less leverage would. Also, a highly leveraged account is more vulnerable to potential losses as a result of a margin call than one utilizing less leverage.

The Advisor's Global Intraday Trends Program and Global Diversified Trends Program reserve the right to manually intervene in any individual trades if certain conditions manifest.

For the Global Intraday Trends Program and Global Diversified Trends Program there are various instruments with two different entry types for each. These algorithms feature the use of Renko bars in charts, two different entry types ("A" & "B"), and the Global Intraday Trends Program has a maximum loss per day limit, while the Global Diversified Trends Program does not have a daily loss limit. The Global

Intraday Trends Program and Global Diversified Trends Program employ fully automated software that eliminates the emotional stress of discretionary trading. Additionally, both programs employ a series of proprietary algorithms to identify specific contracts that offer the most advantageous trading opportunities.

Types of Investments Made

Although Acumen Algorithms, LLC does not intend to maintain significant amounts of Client assets in cash, it may decide in its sole discretion to do so, particularly when it believes that the trading programs should assume a temporary defensive posture, or when it determines that opportunities for investing in other financial instruments are unfavorable.

For the Global Intraday Trends Program there are ten instruments with two different entry types for each "A" and "B". The number of contracts per instrument, per entry type, and per every $100,000 are:

Crude Oil "A" equals two, Crude Oil "B" equals two, Euro "A" equals two, Euro "B" equals one. S&P E Mini "A" equals two, S&P E Mini "B" equals one, ASX 200 "A" equals two, ASX 200 "B" equals one, Hang Seng "A" equals two, Hang Seng "B" equals one, German DAX "A" equals one, German DAX "B" equals one, Gold "A" equals two, Gold "B" equals one, Copper "A" equals two, Copper "B" equals one, Natural Gas "A" equals two, Natural Gas "B" equals one, Australian Dollar "A" equals two, Australian Dollar "B" equals one. A maximum of 15 contracts per $100,000 can be open at any one time.

For the Global Diversified Trends Program there are ten instruments with two different entry types for each "A" and "B". The number of contracts per instrument, per entry type, and per every $250,000 are:

Crude Oil "A" equals two, Crude Oil "B" equals two, Euro "A" equals two, Euro "B" equals one. S&P E Mini "A" equals two, S&P E Mini "B" equals one, ASX 200 "A" equals two, ASX 200 "B" equals one, Hang Seng "A" equals two, Hang Seng "B" equals one, German DAX "A" equals one, German DAX "B" equals one, Gold "A" equals two, Gold "B" equals one, Copper "A" equals two, Copper "B" equals one, Natural Gas "A" equals two, Natural Gas "B" equals one, Australian Dollar "A" equals two, Australian Dollar "B" equals one. A maximum of 20 contracts per $250,000 can be open at any one time.

The Advisor reserves the right to add or subtract the quantity of the contracts to its programs as well as the right to add or delete the contracts themselves.

Trading on Margin

Margin is a minimum good faith deposit that stock and commodity exchanges require when a trader "shorts" an instrument (i.e., sells an instrument that it does not own) or when it borrows funds to purchase an instrument. Brokerage firms may impose higher margin requirements than the exchange minimums. The margin requirements placed on an account are administered by the brokerage firm or the FCM that carries the account. Margin requirements must be satisfied on an ongoing basis. When the value of the open positions in a Client's account drops to the extent it no longer satisfies the applicable maintenance margin requirements, the FCM may liquidate certain open positions in the account if the applicable maintenance margin requirements are not satisfied.

The Use of Leverage

The margin requirements associated with trading and trading futures offer the opportunity to utilize a significant degree of leverage in a Client's account. While taking advantage of this leverage may result in greater capital appreciation, a Client may also experience greater losses as a result of utilizing the leverage offered by the trading programs and futures trading strategy.

The potential gain or loss on a leveraged investment in any financial instrument may be much greater than that of a non-leveraged investment in the same instrument.

FEES AND EXPENSES

Each account in the trading program(s) is charged a Management Fee and a Performance Fee, as described below. These program(s) charge a management fee of 2%. The fee assessed is based on the Net Asset Value (”NAV”) of a Client’s account at the close of each trading day.

NAV means total assets minus total liabilities, determined in accordance with generally accepted accounting principles, with each position in a commodity interest accounted for at fair market value.

Management Fees

A Client’s account enrolled in any trading programs with the Advisor will be charged a management fee (the “Management Fee”) each of 252 trading days equal to 1/252nd of the annualized percentage of the applicable fee level noted on the client’s Asset Management Agreement on the NAV at the close of each such trading day. The Advisor may in its sole discretion modify its Management Fee with respect to any new or existing account upon not less than thirty (30) calendar day’s written notice. Management Fees are due and payable regardless of whether or not a Client experiences gains in its account. The (“Trading Account” or “Account”) will be reflected in the books and records of the Advisor for each client’s participation in the program.

Net Asset Value means the account’s total assets less total liabilities, determined according to the following generally accepted accounting principles.

(a) Net Asset Value shall include any unrealized profit or loss on open positions.

(b) All open positions shall be valued at their then market value which means, with respect to open positions, the settlement price as determined by the exchange on which the transaction is effected or the most recent appropriate quotation as supplied by the account’s commodity broker or banks through which the transaction is affected. If there are no trades on the date of the calculation due to operation of the daily price fluctuation limits or due to a closing of the exchange on which the transaction is executed, the contract will be valued at the nominal settlement price as determined by the exchange.

(c) Brokerage commissions and fees shall be treated as a liability of the account upon the initiation of a position. Performance fees payable to the Advisor on Trading Profits shall be accrued for purposes of calculating Net Asset Value.

Performance Fees

At the end of each calendar month, a Client’s account will be charged a performance fee (the “Performance Fee”) equal to 20% for the Program(s). The 20% Performance fee will be charged from the Net New Profits achieved in Client’s account during the month. *Net New Profits* are (a) the net realized trading profits and losses for the period, *plus* (b) the net unrealized trading profits and losses for the period, *plus* (c) the interest income for the period, *minus* (d) the net unrealized profits and losses at the end of the previous period, *minus* (e) any net realized trading losses carried forward from previous periods that have not been recouped.

Performance Fees will be paid only when Net New Profits have been achieved relative to the trailing twelve (12) month period immediately preceding the month for which the fee is calculated. Because all prior trading losses accumulated during the preceding twelve (12) months must be recouped, a High Water Mark for the trailing twelve (12) month period is in effect for purposes of calculating Net New Profits. *High Water Mark* means that any losses in the account will be carried forward and must be recouped out of future gains before the Advisor can earn a Performance Fee, except that the High Water Mark shall never be less than zero. The High Water Mark is adjusted for partial withdrawals from the account in proportion to the extent that a Client has withdrawn funds during a period when such a carry-forward loss existed.

Since the Performance Fee only carries forward prior trading losses for 12 months, clients may pay a Performance Fee after the 12 month period elapses even if they have not recovered all trading losses.

The Advisor may in its sole discretion modify its Performance Fee with respect to any new or existing count upon not less than thirty (30) calendar days written notice.

In the event that a Client requests a withdrawal of funds or securities from its account, such Client must leave sufficient funds in its account to satisfy all accrued Management Fees and Performance Fees owed to the Advisor.

In the event that a Client withdraws funds prior to the end of a calendar month, the Performance Fee will be computed and allocated at the market close on the date of withdrawal as if that date were the end of a month.

Brokerage Commissions

Brokerage commissions will be the responsibility of the client. Said commissions will be paid directly to the clearing firm. Fees on a round-turn brokerage commission may vary from $4.10 to $5.97 for futures contracts traded through ADM – Investment Services, Inc, the FCM, and Reliance Capital Markets II LLC, the Introducing Broker. Acumen Algorithms, LLC does not receive any portion of the said commissions.

Transactional Expenses

In addition to Management Fees and Performance Fees, each account will pay for all transactional expenses including brokerage fees and commissions incurred on transactions in the account. Other FCM's and Introducing Brokers' commissions on futures trades vary in the range of $3.00 to $25.00 per round-turn. Clients who direct the Advisor to conduct brokerage through an IB or FCM where they maintain an account may pay commissions that are higher or lower than this range since the Advisor has no part in establishing the commission rate with these brokers. Any federal or state income taxes or other taxes incurred on transactions are the sole responsibility of the Client.

PAYMENT OF FEES

Payment of Management Fees and Performance Fees (collectively, "Fees") may be made through (i) the FCM carrying the Client's account via direct debit from the account, (ii) by remittance on an invoice delivered to Client, or (iii) by a combination of both of these methods. A Client is required to provide the FCM that carries such Client's account with written authorization to debit such Fees from the account in favor of the Advisor and, from time to time, to provide updated authorization upon the Advisor*'s* request. The Advisor shall determine in its sole discretion the method by which Clients will be billed for such Fees in any given billing period; and it may modify such billing method without prior notice.

Any and all Fees invoiced directly by the Advisor are due and payable immediately upon receipt by the Client. The Client must deliver payment of such Fees to the Advisor within five (5) calendar days of the Client's receipt of an invoice where that method is employed. The invoice will be sent to Clients on a monthly basis. Client's failure to make timely payment of such Fees is a material breach of the Asset Management Agreement ("AMA") that could result in its immediate termination without prior written notice to the Client. In the event of such termination, the Advisor will conduct an orderly liquidation of the positions in such Client's account; but it cannot assure such Client that losses will not occur due to premature liquidation of such positions. The Client is responsible for reasonable attorneys' fees and costs incurred in any action by the Advisor to collect unpaid Fees.

RISK FACTORS

THE FOLLOWING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN PARTICIPATING IN THE TRADING PROGRAMS. POTENTIAL INVESTORS SHOULD READ THE ENTIRE DISCLOSURE DOCUMENT BEFORE DETERMINING WHETHER TO INVEST IN THE TRADING PROGRAMS.

Trading on Foreign Exchanges and Currency Exchange Rate Fluctuations: The Advisor may trade commodity contracts on exchanges located outside the U.S. where the protections provided by CFTC regulations do not apply. Some foreign commodity exchanges, in contrast to domestic exchanges, are "principal markets" in which performance with respect to a commodity contract is the responsibility only of the individual member with whom the trader has entered into the contract and not of the exchange or its clearing house, if any. In the case of trading by the Advisor on foreign exchanges, the Advisor's clients may be subject to the risk of the inability of or the refusal by its counterparts to perform with respect to their commodity contracts with the Advisor.
The Advisor may also not have the same access to certain trades, as do various other participants in foreign markets. Furthermore, because the assets in a client's account will be determined in U.S. Dollars with respect to trading on Foreign Markets a client will be subject to the risk of fluctuation in the exchange rate between the local currency and the U.S. Dollar.

GENERAL

Commodity and futures prices are highly volatile. Price movements for commodity interests are influenced by, among other things: changing supply and demand relationships; weather; agricultural, trade, fiscal, monetary, and exchange control program and policies of governments; United States and foreign political and economic events and policies; changes in national and international interest rates and rates of inflation; currency devaluations and revaluations; and emotions of the marketplace. None of these factors can be controlled by the Advisor and no assurance can be given that the Advisor's advice will result in profitable trades for a participating customer or that a customer will not incur substantial losses.

The Advisor's trading programs are speculative and involve significant trading risks. The trading programs are not intended to be a complete investment program. It is designed only for investors who have adequate means of providing for their needs and contingencies without relying on distributions or withdrawals from their accounts, who are financially able to maintain their investment and who can afford the loss of their entire investment. No assurance can be given that the Advisor will achieve its investment objectives or that an investor will realize a profit. An investor may lose some or all of its investment. Clients are personally liable for losses in their trading accounts. Potential loss is by no means limited to the amount of assets which you deposit in your account. For example, in a market in which the Advisor is unable to liquidate positions, you could lose well in excess of the maximum amount that you committed to your account.

Because of the nature of the Advisors investment activities, the results of its Trading Program(s) may fluctuate from month to month and from period to period. Accordingly, potential investors should have a long-term outlook and be able to tolerate losses or substantial draw-downs in any given period.

Before making an investment, prospective investors should carefully consider all of the risks and take steps to understand the investment strategies employed by the Advisor. Investors are encouraged to consult their own legal, financial and tax advisers to evaluate these risks before deciding whether to invest in the trading programs.

INVESTMENT RISKS

Trading any type of futures or securities involves the risk of loss of capital. Trading commodity futures involves a greater degree of risk than investing in other types of financial instruments. A potential investor in the trading programs should be aware that the positions held in an investor's account have the potential to be highly volatile. Furthermore, the Advisor may utilize significant leverage, which may increase the volatility of the Trading Program(s) and amplify the potential for profits and losses.

While the Advisor will attempt to mitigate these risks by utilizing the strategies explained above, there can be no assurance that its trading activities will be successful or that a Client will not suffer significant losses. The following discussion describes the most prominent risks associated with Acumen Algorithms, LLC's trading strategies.

Operating History

The Acumen Algorithms, LLC's Global Intraday Trends Program and Global Diversified Trends Program are new programs with no prior performance history for prospective investors to evaluate.

Reliance on Acumen Algorithms, LLC

The success of the trading programs will depend upon the ability of the Advisor to develop and implement its trading strategies to achieve its investment objectives. If the Advisor*'s* principal was to die, become ill or disabled, or otherwise cease to be involved in the active management of its business, the performance of the trading programs could be adversely affected. In such circumstances, the Advisor may be forced to terminate the trading programs altogether.

Investments May Be Speculative & Volatile

Commodity prices can be highly volatile; and market movements cannot always be predicted accurately. Some of the factors that influence the movement of prices for commodity interests include the following: changing supply and demand relationships; patterns of trade; general economic conditions; agricultural, trade, fiscal, monetary and exchange control program, policies of U.S. and foreign governments; domestic and foreign political and economic events; changes in national and international interest rates and rates of inflation; currency devaluations and revaluations; corporate and industry developments; weather; and emotions of investors in the marketplace. Furthermore, from time to time governments may intervene directly in certain financial markets, particularly in currency and gold markets, by enacting regulations that are intended to directly influence the prices of these commodities.

Commodity and Futures Trading Is Highly Leveraged

Commodity interest trading is a high risk investment that should be made only after consultation with independent qualified sources of investment and tax advice.

Commodity Trading is volatile and a principal risk in commodity interest trading is the traditional volatility (or rapid fluctuation) in the market prices of commodities. The volatility of commodity trading may cause your account to lose all or a substantial amount of its assets in a short period of time. Prices of commodity interests are affected by a wide variety of complex and hard to predict factors, such as political and economic events, weather and climate conditions and the prevailing psychological characteristics of the marketplace.

Substantial Leverage is another risk of trading futures. The low margin deposits that are normally required to trade commodities (typically 2-15% of the value of the contract purchased or sold) permit a high degree of leverage. Accordingly, a relatively small price movement in a futures contract may result in immediate and substantial losses to a Client. For example, if 10% of the price of a futures contract were deposited as margin at the time of purchase, a subsequent decrease of 10% in the price of the contract would result in a total loss of the margin deposit before any deductions for brokerage commissions if the contract were closed out at that time. A decrease in the price of more than 10% would result in a loss of more than the total margin deposit. Thus, any leveraged trade may result in losses that exceed the amount that was invested.

When the value of the open positions in a Client's account drops to the extent that the overall equity in the account no longer satisfies the applicable maintenance margin requirement, the FCM may automatically liquidate open positions in the account if the maintenance margin requirement is not immediately satisfied. If a margin call were to occur in a rapidly moving market, it could result in substantial losses to a Client's account.

Thus, like other leveraged investments, any trade may result in losses in excess of the amount invested. Commodity trading may also be Illiquid because it is not always possible to execute a buy or sell order at the desired price, or to close out an open position due to market conditions and/or price fluctuations. As an example of this latter risk, it should be noted that when the market price of a commodity futures contract reaches its daily price fluctuation limit no trades or only a limited number of trades can be executed. Daily price fluctuation limits are established by the exchanges and approved by the Commodity Futures Trading Commission ("CFTC"). The holder of a commodity futures contract may therefore be locked into an adverse price movement for several days or more and lose considerably more than the initial margin paid to establish a position. In certain commodities, the daily price fluctuation limits may apply throughout the life of the contract, and hence the holder of a futures contract who cannot liquidate his position by the end of trading on the last trading day may be required to make or take delivery of the commodity. Another instance of difficult or impossible execution occurs in thinly traded markets or markets which lack sufficient trading liquidity. As a result, no assurance can be given that the Advisor's orders will be executed at or near the desired price. Clients are personally liable for losses in their trading accounts.

Personal Liability of Client

A client is personally liable for all losses including any which exceed his original deposit and any which exceed the equity in the program account. Clients can incur substantial losses due to, among other things, the volatility of price movements in Commodity Interests and the leverage inherent in the trading of Commodity Interests.

POTENTIAL LOSS IS BY NO MEANS LIMITED TO THE AMOUNT OF ASSETS WHICH YOU DEPOSIT IN YOUR ACCOUNT. FOR EXAMPLE, IN A MARKET IN WHICH THE ADVISOR IS UNABLE TO LIQUIDATE POSITIONS, YOU COULD LOSE WELL IN EXCESS OF THE MAXIMUM AMOUNT THAT YOU COMMITTED TO YOUR ACCOUNT.

The Trading Programs Do Not Seek a Diversified Portfolio

The trading programs do not seek a diversified portfolio of investments. Rather, its focus is on select financial instruments that the Advisor believes offers the best combination of favorable rates of return and manageable levels of investment risk. Nonetheless, the Advisor cannot guarantee that its trading strategies will be successful or profitable. And if these strategies result in a loss to the Client, the extent of the loss may be compounded by the fact that the Client's investment portfolio was concentrated in a few financial instruments or investment styles rather than diversified across a wide array of financial products or strategies.

Brokerage Commissions and Transaction Costs

The Advisor's investment strategy can involve a high volume of trading which generates substantial transaction costs. These costs will be borne by a Client regardless of whether the results of such trading is profitable. Furthermore, if the Advisor's trading does not generate sufficient profits in a Client's account, the transaction costs and Management Fees charged to the account would eventually exhaust all of the assets in the account.

The Advisor reserves the right to change the FCM at any time. Although commission rates are one of the factors that the Advisor will consider in the selection of an FCM, the Advisor may not choose the FCM that offers the lowest commissions or lower commissions than other FCMs charge. A small increase in the commission rate could have a significant effect on performance in a Client's account due to the high volume of trading activity characteristic of the trading programs.

Holding Period

The Advisor seeks to establish investment positions that it expects to hold on an intraday basis.

Special Short-Term Trading Risks

The Advisor will engage in day trading strategies in commodity futures contracts. Such strategies involve significant risks. Day trading in futures contracts requires in-depth knowledge of the commodities and equity markets and of day trading techniques and strategies. In attempting to profit through day trading, the Advisor will compete with professional traders who are knowledgeable and sophisticated in those markets. The Advisor might not have as much experience as others who engage in day trading.

Day trading futures contracts can result in substantial transactional costs, even if the commission charge for each trade is low. The total commissions that a Client pays will reduce its profits or add to its losses. For example, if a round-turn trade costs $4.50, and the Advisor executes an average of five round-turn transactions per trading day, then a Client's account would need to generate an annual profit of $5,670 to cover the cost of commission charges.

Commodity Trading May Become Illiquid

The Advisor may invest in contracts that may become illiquid. The Advisor may not be able to liquidate those investments promptly if the need should arise; therefore, its ability to realize gains or avoid losses in periods of rapid market price movement may be adversely affected.

Most U.S. commodity exchanges limit price fluctuations in certain futures contracts during a single day by means of "daily price fluctuation limits" or "daily limits." The daily limit, which is set by most exchanges for all but a portion of the expiration month, imposes a floor and a ceiling on the prices at which a trade may be executed, as measured from the last trading day's close. Although these limits were put in place to lessen margin exposure, they may have certain negative consequences for the trading of a Client's account. For example, once the price of a particular contract has increased or decreased by an amount equal to the daily limit, thereby producing a "limit-up" or "limit-down" market, positions in the contract can neither be opened nor closed unless traders are willing to effect trades at or within the daily limit. Contract prices in various commodities have occasionally moved the daily limit for several consecutive days with little or no trading taking place. Such an occurrence could prevent the Advisor from liquidating unfavorable positions promptly, thereby subjecting a Client to substantial losses that could exceed the margin initially committed to such trades.

Speculative Position Limits

Speculative position limits imposed by U.S. commodity exchanges may limit the number of futures positions that the Advisor can control, which may reduce the potential profit that could be achieved on such positions. All accounts owned, held, managed and controlled by the Advisor, are aggregated for purposes of determining whether the Advisor has reached the speculative position limits for a given contract. The Advisor may manage additional Client accounts in the future; if so, these accounts would be included in determining position limits. The Advisor believes that established position limits will not adversely affect its trading programs. However, it is possible that trading decisions may have to be modified, and positions held or controlled by the Advisor may have to be liquidated in order to avoid exceeding applicable position limits.

Smaller Investments May Be At Greater Risk

If a Client's account is funded at a low investment level, it may be more vulnerable to the rapid onset of potential losses as the result of a forced liquidation of open positions due to a margin call. Therefore, such an account will need to be traded more cautiously than one funded at a higher level. Consequently, smaller accounts may not permit the most efficient and effective implementation of the trading programs, which may diminish their performance. Furthermore, at lower investment levels, the Advisor may not be able to diversify a Client's investments as fully as would otherwise be recommended, which thereby increases the possibility that a Client may experience substantial losses.

Performance May Be Reduced By An Increase In Assets Under Management

As the Advisor*'s* assets under management increase, the rate of return on investment of all accounts under its management may decline. Past performance by other commodity trading advisors has shown that such a correlation may exist. The Advisor has not agreed to limit the number of accounts nor the amount of funds that it will manage in the future, and it is currently seeking new investors. There can be no assurance that the performance of the trading programs will not be adversely affected by an increase in the amount of assets under their management.

Futures Trading Is A Zero Sum Activity

Futures trading is a zero sum, risk-transferring activity. For every transaction that results in a gain for one party, there will be an equal and corresponding loss for another party, which will be compounded by transaction costs and advisory fees. For speculators, as opposed to hedgers of commercial activities, one party's gain will result in another party's loss in the true economic sense.

FCM Failure

Pursuant to CFTC regulations, FCMs are required to maintain client assets in a segregated account belonging to all of the FCM's customers. However, if the FCM that carries a Client's account fails to do so, a Client may be subject to the risk of a loss of its funds in the event that the FCM becomes insolvent. Even if such funds are properly segregated, a Client's funds may still be subject to the risk of a loss if another customer of the FCM or the FCM itself fails to satisfy deficiencies in the segregated account by virtue of another customer's failure to comply with the FCM's margin requirements.

In the event of the bankruptcy of a commodity broker, U.S. bankruptcy laws require that all property held by the broker, including certain property specifically traceable to clients of the trading programs, will be returned to the broker's customers only to the extent of each client's pro-rata share of all property available for distribution to customers of the FCM. If an FCM utilized by the Advisor were to become bankrupt, it is possible that a Client would be able to recover none or only a portion of its assets held by such FCM.

ELECTRONIC TRADING

Electronic Trading. The Advisor regularly places futures orders on electronic trading systems. Electronic trading and order routing creates risks associated with system failure. In the event of a system failure, it is possible that for a certain period the Advisor might not be able to enter new orders, cancel or modify existing orders, and lose on order priority which could in turn cause potential losses.

WITHDRAWAL OF FUNDS

The withdrawal of funds from a Client's account may adversely affect the performance of the Client's rate of return on its investment; or it may result in substantial losses. For these reasons, the Advisor suggests clients give a notice of thirty (30) business days prior to withdrawing funds from their account.

Withdrawals by Client

Acumen Algorithms, LLC suggests that clients who want to withdraw some or all of their funds give Acumen Algorithms, LLC thirty (30) calendar days advanced notice from the initial or any subsequent deposit (by way of cash or a notional amount) in the Client's account by giving not less than thirty (30) calendar days written notice to the Advisor. This request of advanced notice by Acumen Algorithms, LLC for withdrawals is suggested and not a requirement. In the event of such a withdrawal, the Client should leave sufficient funds in its account to satisfy all Fees owed to the Advisor. When a withdrawal request is made, the Advisor will endeavor to liquidate the Client's positions in an orderly fashion over a period of time reasonable to accomplish an orderly liquidation and will not be responsible for any losses incurred in the course of an orderly liquidation.

Effects of Substantial Withdrawal by Client

If a Client were to make substantial withdrawals from its account within a relatively short period of time, the Advisor may be forced to liquidate positions more rapidly than would otherwise be desirable, thereby reducing the value of a Client's assets and/or disrupting the Advisor*'s* investment strategies. A reduction in the size of a Client's holdings could make it more difficult to generate a positive return or to recoup losses in the Client's account.

In the event that a Client makes a substantial withdrawal of funds from its account to the extent that its total equity falls below the minimum investment level required to participate in the trading programs, the Advisor may in its sole discretion close the account and terminate the Client's account immediately.

CONFLICTS OF INTEREST

THE FOLLOWING DESCRIPTION OF CONFLICTS OF INTEREST DOES NOT PURPORT TO BE A COMPLETE LIST OF THE CONFLICTS OF INTEREST INVOLVED IN PARTICIPATING IN THE TRADING PROGRAMS. POTENTIAL INVESTORS SHOULD READ THE ENTIRE DISCLOSURE DOCUMENT BEFORE DETERMINING WHETHER TO INVEST IN THE TRADING PROGRAMS.

The contractual agreement and relationship between a Client, the Advisor and its affiliates may subject a Client to various conflicts of interest with the Advisor and/or its affiliates. Accordingly, prospective investors should carefully consider the following conflicts of interest before investing in one of the trading programs.

Client acknowledges that the Advisor and its principal may make trades for his own accounts, that records of such trades will not be available for Client's review or inspection and that such trades may create a potential conflict of interest because Client and the Advisor, its principal may be buying and/or selling the same contract or financial instrument at the same or approximately same time. The Advisor, its principal agrees to not to knowingly favor themselves to Client's financial detriment to the extent that such decisions are within their control or discretion, but do not assure Client that the proprietary investment results of the Advisor and its principal will be the same as the performance in Client's account

The Advisor will not trade proprietary accounts ahead of any other accounts, or give preferential treatment to proprietary accounts. The potential conflict of interest that exists in that the Advisor may have an incentive to give preferential treatment to proprietary accounts and that proprietary accounts may trade ahead of and that proprietary accounts may trade against client accounts.

In evaluating these potential conflicts of interests, potential investors should be aware that the Advisor has a fiduciary duty to its Clients to exercise good faith and fairness in all dealings affecting them. In the event that a Client believes that the Advisor has violated its duties to Client, it may seek legal relief under applicable laws and regulations to recover damages from or require an accounting by the Advisor. Clients should be aware that the performance by the Advisor of its responsibilities to a Client will be measured by the terms of the Asset Management Agreement ("AMA") and applicable regulations and laws, and that if a Client signs the pre-dispute arbitration agreement accompanying the AMA, it will be required to resolve all disputes with the Advisor, its principals, portfolio managers or affiliates in arbitration rather than in a court of law of such Client's choice before a jury of its peers.

Fees

The fact that the Advisor earns a Performance Fee only if it generates a profit in a Client's account creates a potential conflict of interest by providing a possible incentive for the Advisor to make riskier or more speculative investments than it might make otherwise. In some cases, the Management Fees and Performance Fees charged by the Advisor may be greater than the total fees that other investment advisers charge for similar services. Additionally, the benefits provided by the Advisor to its Clients may be less than the services provided by other trading advisors.

Soft Dollars

The Advisor will not receive any "soft dollar" payments from its FCM or broker-dealer that carries Client accounts. This includes commissions or any payment that would adversely affect a Client's account. The Advisor does not have any soft dollar arrangements with its brokers, but may enter into such an arrangement at any time, and will give Clients 30 days advance notice of any change.

Notwithstanding a broker's willingness to provide "soft-dollar services," the Advisor will seek to achieve a combination of the best price and execution by taking into account a number of factors including the reputation and reliability of the broker, the broker's overall financial condition, the complexity of the trades, the broker's responsiveness, the confidentiality of the transactions, the privacy procedures of the broker and other factors. If the Advisor were to award its brokerage business to an FCM that offers "soft dollar" benefits, such an arrangement may create an incentive for the Advisor to increase the volume of its trading activity more than it might do otherwise in order to stimulate more "soft dollar" credits.

Competition with the Trading Programs for Transactions

The Advisor is free to manage accounts for other clients, managers, itself, its employees, its affiliates, its principals and their respective families, and to trade on the basis of methods similar or identical to those employed by the Advisor in the trading programs, or on methods that are entirely independent of such strategies. A Client will not be permitted to inspect the records of accounts or written policies relating to such other transactions by the Advisor, its principals or affiliates.

Competition with the Trading Programs for the Advisor's Time and Services

The Advisor's principal may become involved in other business, educational or personal activities in addition to their management of the Advisor and the trading programs. Consequently, potential conflicts of interest may arise in the allocation of their time and professional services to the management of the Advisor and the trading programs. The Advisor's principal will devote such time to the affairs of the Advisor as they determine to be necessary for the benefit of the trading programs in accordance with their fiduciary duties.

Competition with the Trading Programs for Investment Opportunities

The Advisor is obligated to use its best efforts to provide the Clients of Acumen Algorithms LLC's trading programs with continuing and suitable investment opportunities consistent with their investment objectives, strategies and policies. However, the Advisor is not required to present to its Clients every investment opportunity that comes to its attention, even if such opportunity is consistent with the investment objectives, strategies and policies of the programs. Accordingly, Acumen Algorithms, LLC's Clients may not be given the opportunity to participate in certain investments made by the Advisor. In addition, if the Advisor's trading programs rejects an investment opportunity for any reason the Advisor, its principal or affiliates may accept it. The Advisor will endeavor to resolve conflicts of interest with respect to investment opportunities in a manner deemed equitable to all parties to the fullest extent possible in a manner that is consistent with its fiduciary duties.

Additional Sellers

The Advisor may select agents to solicit accounts for the trading programs and compensate such agents by paying them a portion of its advisory fees based on the funds under its management attributable to such agents. Therefore, these agents may have a conflict of interest in advising prospective investors about whether they should invest in the trading programs. In addition, the Advisor may enter into fee sharing agreements with other persons (including affiliates) in exchange for services or benefits rendered to the trading programs. Each prospective investor who is introduced to the Advisor by a financial intermediary should inquire of such firm whether it has a fee sharing agreement with the Advisor.

ARRANGEMENTS WITH FUTURES COMMISSION MERCHANTS AND INTRODUCING BROKERS

Brokerage Arrangements

FUTURES COMMISSION MERCHANT AND INTRODUCING BROKER

Clients of the Advisor may select at their choice any Futures Commission Merchant ("FCM") with which to maintain their accounts, subject to the Advisor's approval. Clients may also select an Introducing Broker ("IB") to introduce the client's account to the FCM. In the event that the Client does not select an FCM or IB, the Advisor will utilize ADM Investor Services, Inc. as its FCM, and Reliance Capital Markets II LLC., as its IB. Its fees are from $4.10 to $5.97 a contract.

For commodity interest transactions, the FCM for the customer's brokerage account will charge the customer commissions. Commission charges will be reflected on confirmations/purchase and sales statements sent to the customer. In addition, the brokerage account will be charged NFA fees and applicable exchange fees on trades executed for the customer's brokerage account. A participating customer is directly responsible for the negotiation and payment to its FCM of all margins, brokerage commissions and fees, and other transaction costs incurred in connection with futures transactions effected for the customer's brokerage account pursuant to instructions provided by the Advisor. The Advisor will not share in commissions paid to the FCM or any commissions or fees.

Introducing Brokers

The Advisor may also place orders with FCMs who carry accounts for IBs that refer prospective clients to Acumen Algorithms, LLC. In these instances, the Client typically has an established account with the referring IB and its clearing FCM and prefers to maintain its account with that FCM. Because the account is maintained with the referring IB's FCM, the Advisor has agreed with the Client to place its orders for execution and clearance with that FCM.

Clients may utilize the services of an IB of their own choice, provided that the Advisor approves the FCM through which the IB clears its customer transactions. The Advisor will consider whether the commission rate to be charged by the IB is generally competitive with those charged by other brokers and other factors as the quality of execution, confidentiality and clearance services of the IB's clearing broker. The Advisor may require Clients to utilize the services of a particular IB in the future.

ADM INVESTOR SERVICES, INC. DISCLOSER

Material Litigation Summary
ADM Investor Services, Inc.

ADM Investor Services, Inc. ("ADMIS") is a registered futures commission merchant and is a member of the National Futures Association. Its main office is located at 141 W. Jackson Blvd., Suite 1600A, Chicago, IL 60604. In the normal course of its business, ADMIS is involved in various legal actions incidental to its commodities business. None of these actions are expected either individually or in aggregate to have a material adverse impact on ADMIS. Neither ADMIS nor any of its principals have been the subject of any material administrative, civil or criminal actions within the past five years, except the CFTC Order entered on September 30, 2013. In the September 30, 2013 order, the CFTC found that prior to July, 2011, ADMIS combined the funds of certain ADM affiliates with the funds of customers in violation of Section 4d(a)(2) of the Commodity Exchange Act and Commission Regulation 1.20(c). The order imposed a civil monetary penalty of $425,000.

PERFORMANCE HISTORY

NEITHER THIS TRADING ADVISOR NOR ANY OF ITS TRADING PRINCIPALS HAVE PREVIOUSLY DIRECTED ANY ACCOUNTS.

Acumen Algorithms, LLC's Trading Programs

A. Name of the CTA: Acumen Algorithms, LLC

B. Names of the Programs: Global Intraday Trends Program, Global Diversified Trends Program

C. CTA began trading client accounts: N/A
CTA began trading this Program: N/A

D. Number of Accounts as of the Date of the Document: 0.

E. Amount of Nominal Assets Under Management in the offered trading programs: $0.00

F. Largest Monthly Drawdown: N/A
Note: Drawdown means losses experienced by the trading programs over a period of time.

G. Worst Peak-to-Valley Drawdown: N/A
Note: Peak-to-valley drawdown means the greatest cumulative percentage decline in month-end Net Asset Value ("NAV") due to losses sustained by a Trading Program during any period in which the initial month-end NAV is not equaled or exceeded by a subsequent month-end NAV.

H. Number of accounts traded pursuant to the offered Trading Program that were closed with Positive net performance: 0

I. Number of accounts traded pursuant to the offered Trading Program that were closed with Negative net performance: 0

Acumen Algorithms, LLC uses the "Only Accounts Traded" (OAT) Method to compute the rate of return. Rate of Return is calculated by dividing the Net Performance by the adjusted beginning Net Asset Value for the month, except that accounts that traded for only part of the month or experienced "material" additions/withdrawals during the month are excluded from the calculation. Year-to-date Rate of Return is computed on a compounded monthly basis.

MONTH	2014	2015
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
YEAR	**N/A**	**N/A**

SUBSCRIBING TO THE TRADING PROGRAMS

Minimum Investment

In order to participate in Acumen Algorithms, LLC trading programs, a Client must deposit at least $100,000,00 (the "Minimum Investment") for the Global Intraday Trends Program, or $250,000 for the Global Diversified Trends Program, in U.S. funds with the FCM designated by the Advisor, or the FCM or Broker of the Clients choice. The Advisor may in its sole discretion modify the Minimum Investment with respect to any Client.

The Advisor may in its sole discretion reject any account or any additional investment in the trading programs, in part or in whole, for any reason. The Advisor shall determine whether to accept or reject an investment within fifteen (15) calendar days following its deposit.

Enrollment Procedure

In order to participate in one of the trading programs, a potential investor must execute and sign an Asset Management Agreement ("AMA"), and deliver such document to, Acumen Algorithms, LLC, 295 Richards Road, Melbourne Beach, Florida 32951, where its books and records are kept and are available for inspection. The AMA is located at the end of this disclosure document.

Account deposits must be made by wire transfer or check to the designated FCM or Acumen Algorithms, LLC's. The telephone number to call for information is 727-777-4333.

SPECIAL DISCLOSURE FOR NOTIONALLY-FUNDED ACCOUNTS

Before the Advisor places any trade for a Client intending to use a notionally-funded account, such Client should advise the Advisor in writing of the amount of cash or other assets (actual funds) which should be deposited in the Advisor*'s* Trading Program(s) for such Client's account to be considered "fully-funded." This is the amount upon which the Advisor will determine the number of contracts traded in such Client's account and should be an amount sufficient to make it unlikely that any further cash deposits would be required from such Client over the course of such Client's participation in the Advisor*'s* Trading Program(s). For certain Clients who provide assurances that funds are immediately available, the FCM may permit the account to be traded on a notional basis with little, or no, actual funds deposited in the Client's account**.** Clients intending to use a notionally-funded account should note that cash additions, cash withdrawals and net performance will affect the nominal account size.

Management fees will be calculated based on the nominal amount. For example, if a Client wants to participate in the Global Intraday Trends Program ($100,000 minimum) with $90,000, management fees would be calculated on $100,000, not $90,000. Net performance would not affect nominal account size for management fee purposes. For example, if a Client opens an account for the Global Intraday Trend Program ($100,000 minimum) with $90,000, and after a few months their account rises to $110,000, then the Client will be charged a Management Fee based on $110,000, thereby eliminating the prior notional funding level of $10,000 since the account balance is higher than the required minimum. Conversely, if the same account experienced losses and fell to $80,000 from its $90,000 funding level, then the nominal amount would still be $100,000 and the basis for management fee calculations. Furthermore, if the same account grows to $170,000 and the client wishes to trade the account as if it was a $200,000 account, then an updated Asset Management Agreement will need to be signed by the client indicating new notional funding of $30,000 and a new nominal account size of $200,000.

Each potential Client is reminded that the account size Clients agree to in writing (whether fully-funded or a "nominal" or "notional" account size) is not the maximum possible loss that the Client's account may experience. Clients should regularly consult the account statements received from their FCM in order to determine the actual activity in their account, including profits, losses and current cash equity balance.

1. Although the Client's gains, losses, fees and commissions measured in dollars will be the same, they will be greater when expressed as a percentage of account equity.

2. Partial funding increases leverage, which magnifies both positive and negative rates of return.

3. The greater the disparity between the nominal account size and the amount deposited, maintained or made accessible to the FCM, the greater the likelihood and frequency of margin calls as a percentage of the actual funds committed.

4. The disclosures which accompany the performance table may be used to convert the rates-of-return ("ROR") in the performance table to the corresponding RORs for particular partial funding levels.

5. **ANY CASH ADDITIONS TO (OR WITHDRAWS FROM) THE ACCOUNT WILL NOT AFFECT THE TRADING LEVEL OF THE ACCOUNT. ANY CHANGE IN THE DESIRED TRADING LEVEL OF THE ACCOUNT WILL REQUIRE A NEW NOTIONAL FUNDS NOTIFICATION & AUTHORIZATION FORM TO BE EXECUTED, STATING THE REVISED TRADING LEVEL AMOUNT.**

ACTUAL RATE OF RETURN[1]	RATES OF RETURN BASED ON VARIOUS FUNDING LEVELS[2]			
30%	30%	60%	75%	100%
20%	20%	40%	50%	66.67%
10%	10%	20%	25%	33.33%
0%	0%	0%	0%	0%
-10%	-10%	-20%	-25%	-33.33%
-20%	-20%	-40%	-50%	-66.67%
-30%	-30%	-60%	-75%	-100%
FUNDING LEVEL[3]	100%	50%	40%	30%

[1] This column represents a range of hypothetical rates of return for fully-funded accounts.
[2] This column represents the rate of return experienced by a client on actual funds at various levels of funding (shown in the bottom line of the table) traded by the Advisor. The rates of returns for accounts that are not fully-funded are inversely proportional to the actual rates of return based on the percentage level of funding.

[3] This column represents different funding levels measured by the percentage of actual funds divided by the fully-funded trading level.

PRIVACY POLICY

The Advisor collects and maintains non-public personal information about Clients in the course of providing investment advisory services to Clients. None of such information is disclosed to third parties except as required or permitted by law. Furthermore, access to such information is restricted to only those employees of the Advisor who must view such information in the course of providing account services to Clients.

The Advisor maintains physical, electronic and procedural safeguards that meet or exceed federal standards for the protection of such non-public personal information. These standards are reasonably designed to (i) insure the security and confidentiality of a Client's records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of a Client's records and information and (iii) protect against unauthorized access to or use of a Client's records or information that could result in substantial harm or inconvenience to a Client.

Maintaining the privacy of each and every Client's personal information is of the utmost importance to the Advisor. Please contact the Advisor*'s* management at 727-777-4333 if you have any questions or concerns regarding the Advisor*'s* privacy policy or the protection of your personal information.

TAX CONSIDERATIONS

Every Client is strongly encouraged to consult with its own tax advisers regarding the possible effects of tax laws on its investment in the trading programs. The Advisor cannot provide, and this Disclosure Document does not purport to provide, tax advice to any Client or potential investor.

If the Advisor achieves capital gains in a Client's account, some or all these gains may be taxable as short-term gains; i.e., they may be taxed at significantly higher rates than long-term capital gains. Potential investors are strongly encouraged to consult their own tax advisers about possible tax consequences in connection with the trading programs. The Advisor *cannot provide, and this Disclosure Document does not purport to provide, tax advice to any Client or potential investor.*

Limitations on Deductions

Tax laws may limit a Client's ability to deduct certain losses and expenses incurred by Client in the trading programs. Potential investors should consult with a tax professional regarding limitations on tax deductions resulting from an investment in the trading programs.

Foreign Investors

The tax liability on gains achieved by the trading programs may be different for foreign investors than they would be for U.S. investors. Also, foreign investors may be subject to certain reporting and withholding obligations. Foreign investors should consult with their own tax adviser regarding the federal, state and foreign income tax consequences of an investment in the trading programs.

Compliance with NFA Bylaw 1101

Pursuant to NFA Bylaw 1101, the Advisor is prohibited from opening an account and trading commodity futures contracts on behalf of any non-Member of the NFA who is required to register with the NFA. In order to participate in any of the trading programs, a Client must acknowledge in the AMA that it is not a prohibited party under NFA Bylaw 1101, which reads as follows:

NFA BYLAW 1101.PROHIBITION.

No Member may carry an account, accept an order or handle a transaction in commodity futures contracts for or on behalf of any non-Member of NFA, or suspended Member, that is required to be registered with the Commission as an FCM, IB, CPO, CTA or LTM, and that is acting in respect to the account, order or transaction for a customer, a commodity pool or participant therein, a client of a commodity trading advisor, or any other person, unless:

> *(a) such non-Member of NFA is a member of another futures association registered with the Commission under Section 17 of the Act, or is exempted from this prohibition by Board resolution;*
>
> *(b) such non-Member of NFA is registered with the Commission as an FCM or IB under Section 4f(a)(2) of the Act and the account, order, or transaction involves only security futures products; or*
>
> *(c) such suspended Member is exempted from this prohibition by the Appeals Committee.*

No Member may accept orders in commodity futures contracts to cover leverage transactions, for or on behalf of any non-Member of NFA, or suspended Member, that is required to be registered with the Commission as an LTM, unless:

> *(a) such non-Member is a member of another futures association registered under Section 17 of the Act, or is exempted from this prohibition by Board resolution; or*
>
> *(b) such suspended Member is exempted from this prohibition by the Appeals Committee.*

ASSET MANAGEMENT AGREEMENT

Please check one:	*Please check one:*
☐ New AMA	Notional Account
☐ Updated AMA	☐ No ☐ Yes

This Asset Management Agreement ("AMA") is entered into on this ___ day of _____________, 2016 ("Effective Date") between ____ ("Client") and Acumen Algorithms, LLC ("the Advisor"), a Florida Limited Liability Company.

1. APPOINTMENT

Client hereby appoints the Advisor as its commodity trading advisor ("CTA") to provide Client with investment management services through Client's participation in one or more of the Advisor's trading programs on the terms and conditions set forth herein. Client agrees to pay the Advisor the fees set forth in Section 5 below for providing such investment management services to Client. Both Client and the Advisor intend to be legally bound by this AMA.

2. DISCRETIONARY AUTHORITY

Client grants the Advisor complete discretion and authority to manage a separately managed futures account established at a futures commission merchant ("FCM") designated by the Advisor ("Designated FCM") or an FCM who has referred Client to the Advisor ("Referring FCM") in accordance with the trading programs selected by Client and described in the Advisor's disclosure document. In furtherance thereof, the Advisor is authorized to buy, sell, hold, invest and reinvest in Client's account commodity futures contracts, all without prior consultation with or notification to Client. Client will furnish the Advisor and the FCM with all authorizations and acknowledgements necessary or desirable to retain the Advisor as its trading advisor and to affect the opening of the futures account.

3. TRADING PROGRAMS

The trading programs are suitable for those investors who seek a speculative investment program. The trading programs are speculative and aggressive. The Client should read and understand the mechanics and risks of the trading programs as it is set forth in the Advisor's disclosure document and make sure the program(s) are suitable in light of his/her investment objectives, financial condition and tolerance for risk.

Annual Management Fee: 2.0%
Performance Fee: 20%
Minimum Investment: $100,000 for the Global Intraday Trends Program
Minimum Investment: $250,000 for the Global Diversified Trends Program

4. MINIMUM INVESTMENT

Client agrees to deposit an amount that is not less than the minimum investment amount for the selected trading program (see section 3 of AMA above) in U.S. funds with a, FCM or a Referring FCM. The Advisor may in its sole discretion accept less than the Minimum Investment with respect to any client. Client understands that all transactions for the futures account will be executed through the Designated FCM or the Referring FCM or pursuant to a separate agreement between Client and the FCM, and that the FCM will be responsible for furnishing Client with confirmations, monthly statements and other reports of all transactions in the account. Client further understands that the FCM will have custody of Client's assets and commodity interest positions. Provided that the Advisor determines in good faith that the commission rate charged by the Designated FCM is reasonable in light of the value of the brokerage and research services received, the Advisor may select an FCM who charges a rate in excess of the rate that another FCM would have charged for effecting the same or similar transactions. To the extent practicable, the Advisor will aggregate trades for all of its clients in one or more trading programs into a single average price each day that will be shared by all accounts so that no account receives more favored treatment over another account. However, where the Client maintains an account at a Referring FCM, the Advisor will not be able to use the single average pricing method in connection with allocating trades across all Client accounts, and trades at the Referring FCM may have different, possibly less favorable executions. The performance in accounts at a Referring FCM may differ from the accounts maintained at a Designated FCM since the commission rate established by the customer at the Referring FCM may differ from the rate established by the Advisor at the Designated FCM.

5. MANAGEMENT FEES AND PERFORMANCE FEES

Client agrees to pay the Advisor a Management Fee and Performance Fee, with respect to the trading programs. With respect to these Programs the Fee terms are defined below. The fee level is based on the Net Asset Value ("NAV") of Client's account on the first day of each calendar month, as follows:

Fee Level	***Beginning Monthly NAV***	***Annual Management Fee***	***Performance Fee***
Level 1	$100,000 & up	2.00%	20.0%

NAV means total assets minus total liabilities, determined in accordance with generally accepted accounting principles, with each position in a commodity interest accounted for at fair market value.

The fee level will be adjusted automatically at the beginning of any month in which the NAV of Client's account on the first day of the month qualifies for a different fee level – higher or lower – than it did during the prior calendar month.

Management Fee. A Client's account in these trading programs will be charged a management fee (the "Management Fee") each of 252 trading days equal to 1/252nd of the annualized percentage of the applicable fee level on the NAV at the close of each such trading day. The Advisor may in its sole discretion modify its Management Fee with respect to any new or existing account upon not less than thirty (30) calendar days written notice. Management Fees are due and payable regardless of whether or not Client experiences gains in its account.

Performance Fee. At the end of each calendar month, Client's account will be charged a performance fee (the "Performance Fee") equal to, with respect to the trading programs is 20%; of the "Net New Profits" achieved in Client's account during the month. *Net New Profits* are (a) the net realized trading profits and losses for the period, plus (b) the net unrealized trading profits and losses for the period, plus (c) the interest income for the period, minus (d) the net unrealized profits and losses at the end of the previous period, minus (e) any net realized trading losses carried forward from previous periods that have not been recouped.

Performance Fees will be paid only when Net New Profits have been achieved relative to the trailing twelve (12) month period immediately preceding the month for which the fee is calculated. No additional Performance Fee will be paid unless profits (net of transactional expenses and the Advisor's Management Fee) exceed the "High Water Mark" in the account. *High Water Mark* means that any losses in the account will be carried forward and must be recouped out of future gains before the Advisor can earn a performance fee, except that the High Water Mark shall never be less than zero. The High Water Mark is adjusted for partial withdrawals from the account in proportion to the extent that Client has withdrawn funds during a period when such a carry-forward loss existed. The Advisor may in its sole discretion modify its Performance Fee with respect to any new or existing account upon not less than thirty (30) calendar days written notice. Also, the Advisor may in its sole discretion charge different fees than the maximum fees shown in the table above based on such criteria as the size of the prospective investment, an existing relationship with the Advisor, the potential for additional investments, and the prospect of related party investments. *Client must initial the Fee arrangement on the signature page of* *this AMA, which shall be the Fees that apply to all of Client's accounts until such Fees are modified by notice to Client as set forth above.*

In the event that a Client withdraws funds prior to the end of a calendar month, the Performance Fee will be computed and allocated at the market close on the date of withdrawal as if that date were the end of a month.

6. <u>PAYMENT OF FEES</u>

Payment of Management Fees and Performance Fees (collectively, "Fees") may be made through the FCM carrying the Client's account (i) via direct debit from the account, (ii) by remittance on an invoice delivered to Client or (iii) by a combination of both of these methods. A Client is required to provide the FCM that carries Client's account with written authorization to debit such Fees from the account in favor of the Advisor and from time to time to provide updated authorization upon the Advisor*'s* request. The Advisor shall determine in its sole discretion the method by which Client will be billed for such Fees in any given billing period; and it may modify such billing method without prior notice. Any and all Fees invoiced directly by the Advisor are due and payable immediately upon receipt by Client. Client must deliver payment of such Fees to the Advisor within five (5) calendar days of Client's receipt of an invoice, where that method is employed. A Client's failure to make timely payment of such Fees is a material breach of this AMA that could result in its immediate termination without prior written notice to Client. In the event of such termination, the Advisor will conduct an orderly liquidation of the positions in the account; but it cannot assure Client that losses will not occur due to premature liquidation of such positions. Client is responsible for reasonable attorneys' fees and costs incurred in any action by the Advisor to collect unpaid fees.

7. <u>WITHDRAWAL OF FUNDS AND SECURITIES</u>

Client may withdraw some or all of its funds at any time. In the event of such a withdrawal, Client must leave sufficient funds in its account to satisfy all Fees owed to the Advisor. In the event that a Client makes a substantial withdrawal of funds and/or securities from its account to the extent that its total equity falls below the minimum investment level required to participate in the trading programs, the Advisor may in its sole discretion close the account and terminate this AMA immediately. The Advisor may in its sole discretion require a Client at any time and for any reason to withdraw all or a portion of its account balance on fifteen (15) calendar days' notice to Client.

In the event of a withdrawal, Client must leave sufficient funds in its account to satisfy all Fees owed to the Advisor. If a proper withdrawal request is made, the Advisor will endeavor to liquidate the Client's positions in an orderly fashion over a period of time reasonable to accomplish an orderly liquidation and shall not be responsible for any losses incurred in the course of an orderly liquidation.

8. <u>TERMINATION</u>

Either party may terminate this AMA at any time by giving the other party fifteen (15) calendar days written notice after the thirty (30) period set forth in Section 8 has elapsed. If termination occurs in the middle of a month, the Management Fee, with respect to the trading programs will be pro-rated for the number of days in the month that the Advisor managed the Client's account, and the Performance Fee (if any) will be charged as if the date of termination were the last day of the calendar month. No such termination shall affect any liability of the Client in connection with transactions in the account arising prior to the date of termination, including without limitation, the Client's liability for payment of fees as provided in Section 5 and 6.

9. <u>CONFIDENTIALITY</u>

All information furnished by Client to the Advisor, including Client's identity, shall be treated as confidential ("Confidential Information"). the Advisor agrees that no Confidential Information will be disclosed without the prior consent of Client, unless required by law, court order, or at the request, directive or examination of a government agency or self-regulatory organization to which the Advisor is subject, or unless the Advisor believes, in its reasonable opinion, that it will be compelled by a court or government agency to make such disclosure. Information that becomes publicly available or known for reasons other than a breach of this Section 10 is not deemed to be Confidential Information. In the event that the Advisor receives a subpoena or other compulsory legal process for information relating to a Client's account, it will use reasonable efforts to give written notice to Client prior to such disclosure where practicable.

10. PERSONAL TRANSACTIONS

Client acknowledges that the Advisor and its principal may make trades for his own accounts, that records of such trades will not be available for Client's review or inspection and that such trades may create a potential conflict of interest because Client and the Advisor, its principal may be buying and/or selling the same contract or financial instrument at the same or approximately same time. The Advisor, its principal agrees to not to knowingly favor themselves to Client's financial detriment to the extent that such decisions are within their control or discretion, but do not assure Client that the proprietary investment results of the Advisor and its principal will be the same as the performance in Client's account.

11. REPRESENTATIONS AND WARRANTIES

A. Client represents and warrants to the Advisor that: (i) it has the requisite legal capacity and authority to execute, deliver and perform its obligations under this AMA; (ii) if an entity, its organizational documents, investment policies and other governing instruments do not prohibit investment in commodity futures contracts, thereon and in other commodity interests, and has specifically authorized an investment in the trading programs; (iii) this AMA has been duly authorized, executed and delivered by, and is the legal, valid and binding obligation of, Client, enforceable against it in accordance with its terms; and (iv) its execution of this AMA and the performance of its obligations hereunder do not conflict with or violate any obligations by which it is bound, whether arising by contract, operation of law or otherwise. Client agrees that it will deliver to the Advisor evidence of such authority as the Advisor may reasonably request, whether by way of a certified corporate resolution, officer's certificate or otherwise. Client agrees promptly to furnish, or to cause its agent or administrator to furnish, to the Advisor all data and information the Advisor reasonably may request to facilitate provision of the advisory services described above. Client is responsible for the completeness and accuracy of such data and information.

B. The Advisor represents and warrants to Client that: (i) it is a corporation duly organized under the laws of the State of Florida; (ii) it has the requisite legal capacity and authority to execute, deliver and perform its obligations under this AMA; (iii) this AMA has been duly authorized, executed and delivered by, and is the legal, valid and binding obligation of, the Advisor, enforceable against it in accordance with its terms; (iv) its execution of this AMA and the performance of its obligations hereunder do not conflict with or violate any obligations by which it is bound, whether arising by contract, operation of law or otherwise; and (v) it is a commodity trading advisor registered with the Commodity Futures Trading Commission ("CFTC"), a member of the National Futures Association ("NFA").

SPECIAL REPRESENTATIONS BY RETIREMENT ACCOUNTS

If Client is an employee benefit plan or individual retirement account ("retirement account"), Client appoints the Advisor as an "investment manager" for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code ("Code"); and the Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Sections 1 and 2 of this AMA). Client represents that it has furnished the Advisor with true and complete copies of all documents governing the retirement account and evidencing Client's authority to invest in a trading programs. Client has independently determined that an investment by the retirement account in a trading programs satisfies all requirements of Section 404(a)(1) of ERISA, as applicable to the retirement account, specifically including the "prudent man" standard of Section 404(a)(1)(B) and the "diversification" standard of Section 404(a)(1)(C), and will not be prohibited under any of the provisions of Section 406 of ERISA or

Section 4975(c)(1) of the Code. Client has requested and received all information from the Advisor that Client considers relevant to such a determination. In determining that the requirements of Section 404(a)(1) are satisfied, Client has taken into account that (i) the trading programs were not specifically designed as an investment vehicle for retirement accounts, (ii) there is a substantial risk of a complete loss of the retirement account's investment and (iii) the Advisor has no responsibility for the diversification of the retirement account's investments in the trading programs. Taking these factors and all other factors relating to the trading programs into account, Client has concluded that investment in the selected trading programs is an appropriate part of the retirement account's overall investment program.

12. ACKNOWLEDGEMENT OF RISK; NOTIONALLY-FUNDED ACCOUNTS

Client acknowledges that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of trading futures thereon, including without limitation, the speculative character of the Advisor*'s* trading programs; the possibility that its liability for transactions in the account could exceed the assets in the account, and that it will be responsible for paying brokerage commissions and management fees regardless of whether profits are earned; and that even if best efforts are used to close out all positions in the account at a particular time, there is no assurance that open positions will be closed out without incurring substantial losses.

In particular with respect to any Client using a notionally-funded account, Client acknowledges: (a) the account size agreed to with the Advisor (whether fully-funded or a "nominal" or "notional" account size) is not the maximum possible loss that Client's account may experience; (b) although Client's gains, losses, fees and commissions measured in dollars will be the same, they will be greater when expressed as a percentage of account equity; (c) partial funding increases leverage, which magnifies both positive and negative rates of return; and (d) the greater the disparity between the nominal account size and the amount deposited, maintained or made accessible to the FCM, the greater the likelihood and frequency of margin calls as a percentage of the actual funds committed.

13. NON-EXCLUSIVITY; EXCULPATION AND INDEMNIFICATION

Client acknowledges that the advisory services provided by the Advisor hereunder are deemed non-exclusive, and that the Advisor is free to provide similar services to other persons and engage in other activities. Neither the Advisor*,* nor its officers, directors, employees, agents or affiliates, or their respective legal representatives, shall be liable to Client for any act or omission, or error of judgment, or for loss suffered by Client in the management of Client's Account, except for losses resulting from the willful misconduct, bad faith or negligence of the Advisor*,* or by reason of the Advisor*'s* reckless disregard of its obligations under this AMA. The Advisor may consult with lawyers and accountants in respect of its affairs and shall be fully protected and justified in any action or inaction taken in accordance with their advice; provided that such lawyers and accountants were selected with reasonable care. Client shall, to the fullest extent provided by law, indemnify and hold the Advisor harmless against any losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Advisor in connection with Client's breach of its representations, warranties and other agreements made herein and the Advisor*'s* services provided hereunder, except those services resulting from the willful misconduct, bad faith, negligence or reckless disregard of obligations of the Advisor or its officers, directors, employees, agents or affiliates. Federal and state law and regulations impose liabilities under certain circumstances on persons who act in good faith, and, therefore, nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under such laws.

14. RECEIPT OF DISCLOSURE DOCUMENT

As a registered CTA, the Advisor is required to deliver a disclosure document to a prospective client before entering into an advisory agreement with the client. Client hereby acknowledges that it has received the Advisor*'s* disclosure document dated _________________, prior to the execution of this AMA, and that if such document was delivered to Client electronically, the Advisor may establish its receipt by Client using a unique identifier to confirm Client's identity as the recipient of the document. Client also acknowledges that it has read and understands the Advisor*'s* disclosure document; that it has had ample opportunity to ask questions and elicit information from the Advisor*'s* principal concerning the trading strategy, objectives and risks of the trading programs offered by the Advisor*;* and that it has selected the trading programs considered by Client to be most suitable in terms of Client's investment objectives, financial condition, need for capital and tolerance of risk.

___________ *(Client must initial here for receipt of Disclosure Document)*

15. ARBITRATION

Any claim or controversy arising out of or relating to the Advisor*'s* trading programs or program, now or hereafter selected by Client, or to this AMA or the breach hereof, shall be settled (except as provided in the last sentence of this paragraph) by arbitration in accordance with CFTC rules, then in effect, governing dispute settlement procedures. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Neither Client nor the Advisor waives any right to assert in a court of law any equitable or extraordinary remedies they may have as against the other prior to the election or commencement of arbitration.

This time limitation may be substantially shorter than that granted by federal or state law or the arbitration rules of the NFA. Other commodity trading advisors may not include this contractual limitation in their advisory agreement.

At such time as Client notifies the Advisor that Client intends to submit a claim to arbitration, or at such time as the Advisor notifies Client of the Advisor*'s* intention to submit a claim to arbitration, Client will have the opportunity to elect a qualified forum for conducting the proceeding. Within ten (10) business days after receipt of such notice from Client or at the time the Advisor so notifies Client, the Advisor must provide Client with a list of three or more organizations whose procedures qualify them to conduct arbitrations in accordance with the requirements of CFTC Rule 166.5, together with a copy of the rules of each forum listed. Client shall, within 45 (forty-five) days after receipt of this list and notice, notify the Advisor of the organization selected. Client's failure to provide such notice shall give the Advisor the right to select an organization from the list.

The Advisor will pay any incremental fees that may be assessed by a qualified forum for provisions of a mixed panel, unless the arbitrators in a mixed panel, unless the arbitrators in a particular proceeding determine that Client has acted in bad faith in initiating or conducting that proceeding.

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC) AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY

CLAIMS OR COUNTERCLAIMS WHICH YOU OR THE ADVISOR MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF THE ADVISOR INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND IF YOU PREFER TO REQUEST A SECTION 14 "REPARATIONS" PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH ACUMEN ALGORITHMS, LLC. SEE 17 CFR 166.5

By initialing the line below, Client is agreeing to be bound by the arbitration provisions in this Arbitration Agreement.

__________ (Client should initial here, if it agrees to arbitration). If this is a Joint Account, both Account Holders must initial if they agree to arbitration.

ASSIGNMENT; BINDING EFFECT

This AMA may not be assigned by either party without the prior written consent of the other party. Subject to the foregoing sentence, this AMA shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns.

16. NON-WAIVER

Failure of either party to object to or take other action with respect to any conduct of the other party that may be a breach of this AMA shall not be deemed a waiver of any breach or of any future breach or wrongful conduct.

17. NOTICES

Any notices or communications required hereunder shall be given in writing and shall be deemed given when (i) delivered personally or by a nationally recognized overnight courier service or (ii) sent by certified mail, return receipt requested, to the address of the Advisor set forth in this Section 20 or, with respect to Client, set forth on Exhibit A to this AMA or the most recent address furnished by Client to the Advisor in writing. Notices should be sent to the Advisor at the following address: Acumen Algorithms, 295 Richards Road, Melbourne Beach, Florida 32951. Telephone: 727-777-4333.

GOVERNING LAW

The validity, interpretation and performance of this AMA shall be governed by the laws of the State of Florida without regard to its conflicts of law principles.

18. SEPARABILITY

If any provision of this AMA, or its application to any person or circumstance is found to be invalid or unenforceable, the remainder of this AMA or the application of that provision to other persons or circumstances shall not be affected and shall remain in full force and effect.

19. <u>ENTIRE AGREEMENT; AMENDMENT</u>

This AMA contains the entire understanding of the parties. Any oral understandings are incorporated and merged into this AMA. No representations were made or relied upon by either party except as set forth in this AMA. This AMA may not be amended unless both parties consent in writing to the amendment.

PLEASE SIGN AND COMPLETE THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have caused this AMA to be duly executed as of the date set forth below.

______________________________ ______________________________
Client's Signature Title *(if applicable)*

____
Date

______________________________ ______________________________
Joint Client's Signature *(if applicable)* Title *(if applicable)*

____
Date

Accepted on Behalf of Acumen Algorithms, LLC

______________________________ ______________________________
Signature Title *(if applicable)*

____
Date