CTA DISCLOSURE DOCUMENT

OF:

Nico Partners, Inc.
7 Amaryllis Street
Ladera Ranch, CA 92694

Telephone: 949-554-5409

REGISTERED WITH THE
COMMODITY FUTURES TRADING COMMISSION

AS A

COMMODITY TRADING ADVISOR

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

The information and opinions contained herein are subject to change or revision subsequent to the date of this Disclosure Document.

THE DATE OF THIS DISCLOSURE DOCUMENT IS:

April 29, 2015

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 7, 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 PAGES 4 - 6.

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.

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THE ADVISOR:

Mr. Dean Pernicone is the trading Principal of Nico Partners, Inc.(Advisor), a Corporation, formed in Arizona on August 30, 2010. Prior to its registration as a Commodity Trading Advisor (CTA), Nico Partners, Inc. was used only for trading the proprietary account of Mr. Pernicone. The location of the firm is: 7 Amaryllis Street, Ladera Ranch, CA 92694. The telephone number is 949-554-5409. Nico Partners, Inc. has been registered as a CTA with the Commodity Futures Trading Commission ("CFTC") since June 20, 2013 and a member of the National Futures Association (NFA) since July 19, 2013. Between June 20, 2013 and November 1, 2013 the advisor was establishing Nico Partner's Inc as the business entity that would manage client accounts on November 1, 2013. The Advisor will begin using this Disclosure Document on April 29, 2015.

BUSINESS BACKGROUND OF THE PRINCIPAL:

Mr. Dean Pernicone: Mr. Pernicone became listed with the NFA as a Principal of Nico Partners, Inc. on June 20, 2013 and registered as an Associated Person ("AP") on that same date. Prior to his registration with Nico Partners, Inc., his background was as follows: From April of 2007 to March of 2009, He was the Senior Project Manager for SE Corporation, a land use planning firm located in Corona, CA. His job was to oversee the planning for the development of building projects. From April of 2009 to February of 2011, he was not employed as he began his research and schooling in the "art" of trading commodities and options. Also during this time, from August 2010 to the present, he formed Nico Trading Company in Ladera Ranch, CA and was its only principal and owner. He formed Nico Trading Company only for the purpose of trading his own account and to finalize the details of his trading programs so that he could register as a CTA and offer his programs to the public. Nico Trading Company is a separate entity, and not a part of Nico Partner's Inc. nor is it a dba of Nico Partner's Inc.

This advisor has previously traded customer accounts. A composite of performance is on pages 8 - 9

INTRODUCING BROKER AND FUTURES COMMISSION MERCHANT:

Any accounts introduced and opened by the Advisor must open their accounts through the Introducing Brokers and/or Futures Commission Merchants of their choice provided that they agree to pay the fee up to $2.50 per round turn (as an added commission) for a "give up" fee with RJ O'Brien. The only stipulation to this arrangement is that the FCM/IB must agree to accept the markets traded and the fee structure included in the disclosure document of the Advisor and they can be approved to do a "give up" agreement with RJ O'Brien. RJ O'Brien is the trading platform used for all clients of the Pernacular Programs to insure the same pricing for everyone in the program when traded at a specific time.

LITIGATION:

Litigation - Nico Partners, Inc. and its Principal: There has been no administrative, civil or criminal litigation against Nico Partners, Inc. or its Principal in the last five years and there is none pending, on appeal or concluded.

PRINCIPAL RISK FACTORS OF THESE TRADING PROGRAMS:

In addition to the risks inherent in trading commodity interests pursuant to instructions already provided herein by the Advisor, there exist additional risk factors, including those described below, in connection with a customer participating in the offered programs. Prospective customers should consider all of the risk factors described below and elsewhere in this Disclosure Document before participating in any Program.

Computer Trading/Technical Trading: Advisor utilizes a method of trading in which he uses computer-generated information to determine trending markets. If Advisor is incorrect in his interpretation of this technical information, the account may suffer a loss. Further, although steps are taken by the Advisor to minimize such problems, be aware that in certain situations such as power failures, virus attacks, loss of hard drives, etc, computer systems can be vulnerable and that vulnerability could cause losses in your trading account.

Electronic Trading risks: You may experience losses due to systems failures. As with any financial transaction, you may experience losses if your orders cannot be executed normally due to systems failures on a regulated exchange or at the brokerage firm carrying your position. Your losses may be greater if the brokerage firm carrying your position does not have adequate back-up systems or procedures.

The Advisor may be an Active Trader, a day trader, and a scalper (attempting to capture small market moves): The trading activities of Advisor may be quite active and the turnover rate of the Advisor's portfolio substantial. With aggressive trading, day trading, scalping or multiple contract trading strategies, the commissions that the customer pays may be more than what is considered "normal" for commodity trading. Although it is difficult to estimate the number of trades that may be made since fundamental factors will determine the trades, it is possible that a trade, or trades, may be made several days in a row, then no trades may occur for several days. The potential customer should consider this carefully before investing.

Commodity trading is speculative and volatile: Commodity interest 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 programs 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.

Commodity trading is highly leveraged: The low margin deposits normally required in commodity interest trading (typically 2% to 15% of the value of the contract purchased or sold) permit an extremely high degree of leverage. Accordingly, a relatively small price movement in a contract may result in immediate and substantial losses to the investor. For example, if, at the time of purchase, 10% of the price of a futures contract is deposited as margin, a 10% decrease in the price of the contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deductions for brokerage commissions. A decrease of more than 10% would result in a loss of more than the total margin deposit. Thus, like other leveraged investments, any trade may result in losses in excess of the amount invested. When the market value of a particular open position changes to a point where the margin on deposit in a participating customer's account does not satisfy the applicable maintenance margin requirement imposed by the FCM, the customer, and not the Advisor, will receive a margin call from the FCM. If the customer does not satisfy the margin call within a reasonable time (which may be as brief as a few hours), the FCM will close out the customer's position.

Spread positions: If spread positions are used, the customer must be aware that spread trades involve holding a long and a short position in two related futures contracts with the objective of profiting from a changing price relationship. Although all futures positions involve risk, and sometimes spread positions are presented as a method of reducing risk, a "spread" position may not be less risky than an outright "long" or "short" position and therefore the loss in a spread position can be substantial. Further, trading spreads will increase the transaction expenses of accounts due to the fact that accounts will be charged commissions for each "leg" of a spread.

Commodity trading may be illiquid: Most United States commodity exchanges limit price fluctuations in certain commodity interest prices 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. While these limits were put in place to lessen margin exposure, they may have certain negative consequences for a customer's trading. 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 taken nor liquidated unless traders are willing to effect trades at or within the limit. Contract prices in various commodities have occasionally moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Advisor from promptly liquidating unfavorable positions and subject a participating customer to substantial losses that could exceed the margin initially committed to such trades.

Possible Effects of Speculative Position Limits: Insofar as speculative position limits are applicable, all commodity accounts owned, held, managed and controlled by the Advisor are aggregated for position limit purposes. The advisor may manage additional client accounts in the future. Advisor believes that established position limits will not adversely affect the Advisor's contemplated trading. However, it is possible that from time to time the trading decisions of the Advisor may be modified and positions held or controlled by the Advisor may have to be liquidated in order to avoid exceeding applicable position limits.

Trading of Options on Futures Contracts: When an option or options are purchased, the risk in holding such options is limited to the premium paid and all commissions and fees involved with the trade, while the profit potential is unlimited with respect to call options purchased and limited to the futures price of the commodity dropping to zero with respect to the purchase of put options. When an option is shorted or written, the writer is limited in the return to the amount of the premium received less all commissions and fees charged. The writer of the option is, however, at unlimited risk with respect to the call option written and risk on the put option of the amount should the price of the futures contract drop to zero.

Positions held overnight**:** For positions held overnight or longer, there is a higher margin requirement than for day trading. These higher margins will commit a greater amount of your equity to the trade and could affect the degree to which the trading portfolio can be diversified.

Stop orders**:** If stop orders are used to enter or exit the market, the customer should be aware that such orders become market orders when "triggered" and do not ensure that the order will be filled at the price stated on the stop order.

Counterparty Credit Worthiness: Under CFTC regulations, FCM's are required to maintain customer's assets in a segregated account. If a customer's FCM fails to do so, the customer may be subject to risk of loss of funds in the event of the FCMs bankruptcy. Even if such funds are properly segregated, the customer may still be subject to a risk of a loss of his funds on deposit with the FCM should another customer of the FCM or the FCM itself fail to satisfy deficiencies in such other customer's accounts. Bankruptcy law applicable to all U.S. futures brokers requires that, in the event of the bankruptcy of such a broker, all property held by the broker, including certain property specifically traceable to the customer, will be returned, transferred or distributed to the broker's customers only to the extent of each customer's pro-rata share of all property available for distribution to customers. If any futures broker retained by the customer were to become bankrupt, it is possible that the customer would be able to recover none or only a portion of those assets held by such futures broker.

TRADING PROGRAMS

Pernacular 17k and Pernacular 35k: Nico Partners, Inc.'s trading methods are proprietary and confidential and therefore the following description is of necessity and is not intended to be exhaustive.

Nico Partners, Inc.'s trading strategy is both fundamental and technical in nature. Previous patterns of the market prices and spread differences are watched for indications of entry. The final decision to enter a trade may be based on some fundamental factors. Technical analysis of the markets generally includes a study of, among other things, the actual daily, weekly, monthly and yearly price fluctuations, volume variations, or changes in open interest, utilizing charts, computers, or a combination of the two. The Advisor also uses fundamental factors such as supply/demand, money rates and political influence to assist with a strict risk management and money management analysis. The only difference between the two programs is the amount to open an account in each program, and the number of contracts traded in each program. The Pernacular 35k program may trade more contracts and more markets. If a client changes programs (from the Pernacular 35K to Pernacular 17K or vice versa) he/she will be notified in advance.

COMMODITIES AND OPTIONS TRADED:

The programs has the ability to follow most of the trading markets. All futures markets on domestic exchanges only will be considered for trading. The primary market sector traded at this time will be the futures on the metals markets, currency markets, financial markets, grains and energies markets. However, the Advisor reserves the right to trade any and all commodity futures contracts, futures spreads and futures options on domestic exchanges only.

The Advisor will make decisions such as when to add or delete a commodity from his trading list due to an increase or decline in volatility or when to stop trading a particular contract month and begin trading another. Further, this Advisor will NOT trade Securities Futures Products, forex or EFPs for its customers.

FEE STRUCTURE:

The customers of the Advisor will be charged, as a maximum, the fee as set forth below.

COMMISSIONS: There will be a maximum commission charged to the customer of $35 per round-turn per contract traded. This charge will include the FCM, IB, Exchange and NFA fees.

INCENTIVE FEE: The Advisor will charge a monthly incentive fee at a maximum of 25% of new profits on an increase in the equity of the account based on the following explanation. New profits include profits, if any, on all closed positions and profits, if any, on open positions. The profits on open positions are not "realized" profits and they are carried over into the following month. In the following month, these unrealized profits could be lost or realize a further gain. Gains and losses will be net after FCM, and NFA fees. If any of the funds are ever held in interest bearing certificates, such as Treasury Bills, the interest on such items shall be considered as part of the profit. In order for an incentive fee to be payable, after calculating the incentive fee, the ending net asset value of the account at the end of the month must exceed the highest ending net asset value of the account of any previous month after adjusting to discount the affects of additions and withdrawals on ending net asset value so as not to affect equity and performance on which the incentive fee is calculated. If there is a small gain in any month, there is a possibility that, due to the affects of removing the management fee from the account, the ending net asset value may decline below the prior ending net asset value even though there was a gain. "Ending net asset value" is the sum of all cash and cash equivalents, treasury obligations at their face value, other interest earned, if any, and current market value of all open futures and options positions. Therefore, no incentive fee will be due unless and until all losses are recouped. The incentive fee will be calculated on the last trading day of each month, and will be assessed the first day of the following month. The incentive fee will be assessed prior to the removal of the management fee.

MANAGEMENT FEE: The Advisor will charge a Management Fee of 2% per year, at the rate of 1/12 of 2% per month of the ending net asset value. "Ending net asset value" is the sum of all cash and cash equivalents, treasury obligations at their face value, other interest earned, if any, and current market value of all open futures and options positions. This fee will be assessed whether or not the account made money for the month. This calculation is done after the removal of all commissions and incentive fees for the current month. The management fee will be calculated on the last trading day of each month and will be assessed the first day of the following month

CONFLICTS OF INTEREST:

The Advisor may receive up to $26 of the per-contract, per round-turn commission paid by the customer. This arrangement could be viewed as an incentive to overtrade the account. Since the Advisor will charge an incentive fee for profits made, this will affect the total amount of profits made in your account. An incentive fee on profits earned, could be viewed as an incentive to place riskier trades to generate such fees. The Advisor may pay fully registered persons or firms who introduce accounts to it a portion of the fees it receives from such accounts. As a result, persons or firms who introduce your account to this Advisor may have an incentive to do so based on the payments they will receive. This fee would be a part of the maximum incentive, management and/or commission fee disclosed in the document. Other than the statements above, the Advisor has no soft dollar arrangements, fee sharing or discount agreements with any FCMs or IBs or their principals.

TRADING FOR ADVISOR'S OWN ACCOUNT:

The Advisor and/or the Principal of the Advisor are currently, and will continue, trading for their own account(s). You should be aware that the trading activity in these account(s) might significantly differ from the trading activity in a client's account. There is no assurance that the trading results in the Advisor's/Principal's proprietary account(s) will be the same as the performance in a customer's Account since the Advisor and/or the Principal may trade more aggressively in any of its own account(s). If trades of the Advisor and/or its principal are "blocked", with those of its customers, the Advisor will, in accordance with ethical trading practice, ensure that assignment of any "split fills" is consistent and equitable**.** The clients of the Advisor will be permitted to inspect the Advisor's and its principals' proprietary trading records and any written policies relating to such trading during normal business hours at the Advisor's place of business by appointment only. Other than the statement above, there are no further procedures for any proprietary trading. You should be aware that with ANY "split-fill" assignment method it could be possible that, at times, the proprietary accounts could receive a better fill than the customer, but to reiterate the above statement…. If trades of the Advisor and/or its principal are "blocked", with those of its customers, the Advisor will, in accordance with ethical trading practice, ensure that assignment of any "split fills" is consistent and equitable

PERFORMANCE RECORDS:

NEITHER THIS TRADING ADVISOR NOR ANY OF ITS TRADING PRINCIPALS HAVE PREVIOUSLY DIRECTED ANY ACCOUNTS PRIOR TO NOVEMBER 2013

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.

CTA: Nico Partner's Inc. Program: Pernacular 35K

Month	2015	2014	2013
January	-12.21%	1.64%	
February	10.32%	5.89%	
March	-8.91%	5.06%	
April		12.48%	
May		-0.28%	
June		7.54%	
July		-16.49%	
August		9.73%	
September		4.96%	
October		5.39%	
November		-8.97%	-1.86%
December		-2.77%	54.69%
Annual Rate of Return	-11.77%	22.36%	51.82%

DRAW DOWN: Losses experienced by the trading program over a specified period.

Date CTA Began trading:	Nov 1, 2013
Date the advisor began trading this program:	Nov. 1, 2013
Incentive fee	25.00%
Management fee	2.00%
Number of accounts traded under this program:	13
Number (and range) of profitable accounts that have opened and closed:	0
Number (and range) of losing accounts that have opened and closed	3 (3.81% to 24.29%)
Total nominal assets traded:	$860,305
Total nominal assets traded pursuant to this program:	$827,799
Largest Monthly percentage drawdown	-16.49%/July 2014
Worst peak to valley percentage drawdown	-22.31%/Oct 2014-Jan 2015

PERNACULAR 17K PROGRAM

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.

CTA: Nico Partner's Inc. Program: Pernacular 17K

Month	2015	2014	
January	-22.15%		
February	47.94%		
March	-15.78%		
April			
May			
June		11.05%	
July		-21.82%	
August		22.20%	
September		3.95%	
October		4.50%	
November		-16.92%	
December		0.38%	
Annual Rate of Return	-3.02%	-3.88%	

DRAW DOWN: Losses experienced by the trading program over a specified period.

Date CTA Began trading:	Nov 1, 2013
Date the advisor began trading this program:	Jun. 5, 2014
Number of accounts traded under this program:	2
Number (and range) of profitable accounts that have opened and closed:	1 (+15.25%)
Number (and range) of losing accounts that have opened and closed	0
Total nominal assets traded:	$860,305
Total nominal assets traded pursuant to this program:	$32,505
Largest Monthly percentage drawdown	-22.15%/Jan 2015
Worst peak to valley percentage drawdown	-35.08%/Oct 2014-Jan 2015

ACCOUNT SIZE:

The minimum account size for trading in the Pernacular 17K program is $17,000. The minimum account size for trading in the Pernacular 35K program is $35,000. The advisor reserves the right to waive the requirement on a case by case basis.

PRIVACY POLICY:

The confidentiality of client information is very important to the Advisor. The Advisor collects nonpublic personal information about its clients from information provided by the clients on account applications and forms, and through transactions that occur in the clients' trading accounts. The Advisor does not disclose any nonpublic personal information about its clients to anyone, except as permitted or required by law. At times, the Advisor may be required to furnish complete client records to regulators, legal counsel, courts of competent jurisdiction, or other entities as required by law. In addition, the Advisor may be required to furnish tax information to the Internal Revenue Service.

The Advisor enters into an agreement with an external compliance firm to compile performance data for the Advisor's Trading Programs. The performance calculations are required to comply in accordance with CFTC Regulations and NFA Rules. The Advisor would provide client records (e.g., daily and month end commodity statements generated by the FCM) to the external compliance firm for purposes of compiling the performance data. The Advisor has obtained reasonable assurance that the external compliance firm will not share the clients' information with third parties. However, a client is permitted to ‘opt’ out and may instruct the Advisor to not provide its daily and month end statements to the external compliance firm. The Advisor will not sell clients’ personal information to anyone and no client will be permitted to review other clients’ records. The Advisor maintains physical, electronic, and procedural safeguards to protect clients’ nonpublic personal information.

SPECIAL DISCLOSURE FOR NOTIONALLY FUNDED ACCOUNTS

If you request a trading advisor to trade your account with a degree of leverage that exceeds that recommended as appropriate by the advisor, you should be aware of the following:

1. You will incur greater risk because you may experience greater losses, as measured by a percentage of assets actually deposited in your account, than in an account funded at the level recommended by the advisor.
2. Your account will experience greater volatility, as measured by rates of return achieved in relation to assets actually deposited in your account, than an account funded at the level recommended by the advisor.
3. You will pay higher advisory fees and brokerage commissions, as measured by the percentage of such fees and commissions in relation to assets actually deposited in your account, than a client’s account funded at the same level recommended by the advisor.

YOU SHOULD REQUEST YOUR COMMODITY TRADING ADVISOR TO ADVISE YOU OF THE AMOUNT OF CASH OR OTHER ASSETS (ACTUAL FUNDS) WHICH SHOULD BE DEPOSITED TO THE ADVISOR'S TRADING PROGRAM FOR YOUR ACCOUNT TO BE CONSIDERED "FULLY-FUNDED". THIS IS THE AMOUNT UPON WHICH THE COMMODITY TRADING ADVISOR WILL DETERMINE THE NUMBER OF CONTRACTS TRADED IN YOUR ACCOUNT AND SHOULD BE AN AMOUNT SUFFICIENT TO MAKE IT UNLIKELY THAT ANY FURTHER CASH DEPOSITS WOULD BE REQUIRED FROM YOU OVER THE COURSE OF YOUR PARTICIPATION IN THE COMMODITY TRADING ADVISOR'S PROGRAM.

YOU ARE REMINDED THAT THE ACCOUNT SIZE YOU HAVE AGREED TO IN WRITING (THE "NOMINAL" ACCOUNT SIZE) IS NOT THE MAXIMUM POSSIBLE LOSS THAT YOUR ACCOUNT MAY EXPERIENCE.

YOU SHOULD CONSULT THE ACCOUNT STATEMENTS RECEIVED FROM YOUR FUTURES COMMISSION MERCHANT IN ORDER TO DETERMINE THE ACTUAL ACTIVITY IN YOUR ACCOUNT, INCLUDING PROFITS, LOSSES, AND CURRENT CASH BALANCE. TO THE EXTENT THAT THE EQUITY IN YOUR ACCOUNT IS AT ANY TIME LESS THAN THE NOMINAL ACCOUNT SIZE YOU SHOULD BE AWARE OF THE FOLLOWING:

1) ALTHOUGH YOUR GAINS AND LOSSES, FEES AND COMMISSIONS MEASURED IN DOLLARS, WILL BE THE SAME, THEY WILL BE GREATER WHEN EXPRESSED AS A PERCENTAGE OF ACCOUNT EQUITY.

2) YOU MAY RECEIVE MORE FREQUENT AND LARGER MARGIN CALLS.

3) THE DISCLOSURES WHICH ACCOMPANY THE PERFORMANCE TABLE MAY BE USED TO CONVERT THE RATES-OF-RETURN ("RORs") IN THE PERFORMANCE TABLE TO THE CORRESPONDING RORs FOR PARTICULAR PARTIAL FUNDING LEVELS.

4) THE MANAGEMENT FEE PAID TO THE ADVISOR WILL BE CALCULATED BASED PARTLY ON THE NOTIONAL FUNDS IN THE CLIENT'S ACCOUNT. AS A RESULT, THE USE OF NOTIONAL FUNDS WILL INCREASE THE AMOUNT OF MANAGEMENT FEES THAT THE ADVISOR WILL RECEIVE FROM THE CLIENT FOR TRADING THE SAME AMOUNT OF CASH OR ACTUAL FUNDS. FOR EXAMPLE, THE ADVISOR MAY RECEIVE A 2% MANAGEMENT FEE. IF A CLIENT'S ACCOUNT IS FULLY FUNDED, THE ADVISOR WILL RECEIVE A MANAGEMENT FEE OF 2% BASED ON THE ACTUAL FUNDS IN THE ACCOUNT. IF THE ACCOUNT, HOWEVER, IS FUNDED AT ONLY 50% (I.E. ONE HALF ACTUAL FUNDS AND ONE HALF NOTIONAL FUNDS), THE 2% MANAGEMENT FEE, EXPRESSED AS A PERCENTAGE OF ACTUAL FUNDS, WOULD BE 4%.

5. THE MATRIX SHOWS THAT PARTIALLY FUNDING AN ACCOUNT WILL MAGNIFY BOTH GAINS AND LOSSES WHEN COMPARED TO A FULLY FUNDED ACCOUNT.

The table below contains a matrix displaying the impact upon rates of return that would result from leveraging an account with notional funds:

Level of Funding	Rates of Return						
100%	-30.00%	-20.00%	-10.00%	0.00%	10.00%	20.00%	30.00%
80%	-37.50%	-25.00%	-12.50%	0.00%	12.50%	25.00%	37.50%
60%	-50.00%	-33.30%	-16.70%	0.00%	16.70%	33.30%	50.00%
40%	-75.00%	-50.00%	-25.00%	0.00%	25.00%	50.00%	75.00%

(a) "Level of Funding" represents the percentage of Actual Funds divided by the Fully-Funded trading level.

(b) "Rates of return" represents the rate of return experienced by a client at various levels of account funding. The rates of return for accounts that are not Fully-Funded are inversely proportional to the percentage level of funding.

WITHDRAWAL / ADDITION OF FUNDS:

Examples of additions or withdrawals of funds with respect to the notional amount: If a customer has an account with $300,000 of actual funds and the Advisor trades the account as if it were $500,000 there would be $200,000 of notional funds. If the customer were then to withdraw $100,000 from the account, the Advisor will consider the notional funds to have increased to $300,000 and the nominal account size will remain the same at $500,000. For an addition of $100,000 to the account in the same example, the notional funds will have decreased to $100,000 and the nominal account size remains the same at $500,000. Any net profits or losses in a notional account will affect the notional amount of the account, but the nominal amount will remain the same unless and until profits exceed the original nominal amount at which time the account will no longer be considered a notional account.

ADVISORY AGREEMENT

of

Nico Partners, Inc.
7 Amaryllis Street
Ladera Ranch, CA 92694

Telephone: 949-554-5409

REGISTERED WITH THE
COMMODITY FUTURES TRADING COMMISSION
AS A

COMMODITY TRADING ADVISOR

NOTICE TO THE CUSTOMER:

PLEASE READ, FILL OUT AND SIGN THE APPROPRIATE PAGES OF THIS ADVISORY AGREEMENT. ALSO, PLEASE INITIAL WHERE INDICATED AT THE BOTTOM OF PAGES 2 THROUGH 4. THEN, RETAIN THE DISCLOSURE DOCUMENT BUT RETURN THE ENTIRE ADVISORY, INCLUDING THE SIGNATURE PAGE, TO THE ADVISOR

WHEN THE ACCOUNT IS APPROVED, THE ADVISOR WILL SIGN HIS APPROVAL ON PAGE 6 AND MAKE A COPY OF THIS AGREEMENT AND RETURN IT TO YOU FOR YOUR RECORDS.

ADVISORY AGREEMENT OF:

Nico Partners, Inc.

7 Amaryllis Street
Ladera Ranch, CA 92694
Telephone: 949-554-5409

This Advisory Agreement ("Agreement") is entered into this ____ day of ________, 20____, between Nico Partners, Inc., CTA, ("Advisor") and ____________________________________, ("Client") who resides at ____

City of_____________________________ State ____ Zip _____________, Country ____________.

WHEREAS, the Client represents that he or she has speculative capital for the purpose of trading in commodity futures contracts and he or she represents that they are able to tolerate adversity in their account, including the possible loss of their entire investment. The Client further represents that he or she has read and understands the Advisor's "Disclosure Document", including, and especially, the risk disclosure statement, and:

WHEREAS, the Advisor offers an advisory service for the management of commodity accounts pursuant to which trading decisions are guided by the Advisor's proprietary trading programs and the Client wishes to subscribe to the Advisor's trading programs under the following terms and conditions:

THEREFORE, the Advisor and the Client mutually agree to the covenants herein contained:

1. The Client will promptly open, or currently has open, a commodity trading account ("Account") with a Futures Commission Merchant, ("FCM") in the amount of $____________________. The relationship between the FCM and Client is not and shall not become the responsibility of the Advisor. The Advisor is not liable for the executions of transactions (once the orders are placed with the FCM). The FCM is solely responsible for the transmission of transaction statements and the periodic Account statements. The FCM is also responsible for the custody over the Client funds.

The Client hereby requests that the FCM furnish copies of all confirmations and periodic Account statements to the Advisor.

LIMITED POWER OF ATTORNEY:

2. The Client hereby appoints the Advisor as his or her true and lawful attorney-in-fact, with full power to act and with full power of substitution and revocation in his or her name, place and stead to enter orders to buy and sell (including short sales), spread or otherwise trade futures contracts, and/or commodity futures options. Advisor shall have full authority to communicate such orders directly to the FCM and the FCM is hereby authorized to accept and execute all such orders. **The Client will not trade the Account and will not authorize any party other than the Advisor to trade the Account**. This Power of Attorney shall remain in full effect unless and until this Account is closed or until such revocation is received by the Advisor, in writing, from the Client. Such revocation may affect certain open positions which could be **<u>HELD up to 6 Weeks</u>! upon receipt of the notice**. **The Client acknowledges that this is <u>not</u> a bank and liquidating the entire account may not be feasible if it is deemed detrimental to the net performance of this investment. The CTA reserves the right to withhold only those positions that are "performing poorly" for up to 6 weeks! After the 6 week period (or sooner) the client can liquidate those remaining funds.** The Client acknowledges that the FCM has no responsibility to review, approve or monitor the orders entered by the Advisor and hereby agrees to indemnify and hold harmless the FCM and its employees with respect to this responsibility and any responsibility with regard to the duties of the Advisor.

*** Clients(s) please initial here: Primary customer ______ Joint customer _____**

EXCLUSIVITY:

3. The services of the Advisor are not exclusive to the Client and the Advisor shall be free to have other clients and render trading advice to such clients, including the same advice as given to other clients. The Client acknowledges all advice from the Advisor is the sole property of the Advisor and may not be revealed to others by the Client.

DOCUMENTS:

4. The Client agrees to execute any and all documents required by the FCM, the Advisor and/or any regulatory agency which has jurisdiction over the Account, as may be necessary to open and maintain the Account and to provide the Advisor the authority to trade and manage the Account. The Advisor shall maintain his registration as a Commodity Trading Advisor with the National Futures Association and the Commodity Futures Trading Commission.

TERMINATION AND NOTICES:

5. Either party may terminate this Agreement by giving 10 business days written notice. Within 10 days receipt of the notice from the Client, or 10 days after notice has been delivered to Client, Advisor will liquidate all open positions of the Client **(see item 2 above for exception)**. Such notice shall be delivered by registered or certified letter to the address included within this document OR communicate this action DIRECTLY to the CTA via a phone call **(no voicemail messages, texts or emails will be accepted).** Such notice of termination shall have no effect upon liabilities and commitments made or accrued prior to such termination, nor on open positions yet to be liquidated. The subsequent management of the Account shall be the sole responsibility of the Client.

FEE STRUCTURE:

6. Each customer of the Advisor will be charged the fees set forth in the Disclosure Document of the Advisor (The fees are maximum amounts and considered an “up to” amount, not necessarily the exact amount). The CTA will release the clients’ monthly ENAV statement only upon request. **If a client’s account is funded less than 5 trading days in the starting month, then no incentive fee will be taken that month. However, the initial starting equity will be used as the highwater mark for the end of the following month’s incentive fee. No management fee will be taken at the end of the month if account funded less than 5 trading days to the end of the month.**

OTHER RISK FACTORS:

7. The Client acknowledges and agrees that he or she has read and understood the Disclosure Document of the Advisor here attached. The Client understands that the Advisor's recommendations and authorization to trade shall be for the Account and risk of the Client.

8. The Advisor makes no guarantee that any of its services will result in a profit or will not result in a loss for the Account. The Client agrees that he or she will immediately inform the Advisor if and when he or she becomes dissatisfied with the Advisor's handling of the Account.

9. In the case where clients were referred by a signal service, a portion of that fee may be shared with the CTA or its affiliates. It is the clients choice to trade themselves, use Nico Partner’s Inc. or any other registered CTA to trade the signals from the signal service. If any other CTA or person is used to trade the signals, Nico Partner’s Inc will not be responsible for the management or profitability of the clients account.

*** Clients(s) please initial here: Primary customer ______ Joint customer _____**

10. The Client agrees to execute a limited trading authorization with the FCM authorizing the Advisor to enter orders to trade futures contracts and/or options on futures contracts. It is further understood that the Advisor has no responsibility for the proper execution of orders by the FCM once such orders are entered by the Advisor.

11. The Client assumes the responsibility for losses that occur in the Account from whatever source. The Advisor will not be liable to the Client or to others except by reason of acts constituting willful malfeasance or gross negligence as to its duties herein and disclaims any liability for human or machine errors in order placement and execution.

ARBITRATION:

12. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants or conditions of this Agreement shall, on written request of one party served on the other, be submitted to arbitration and such arbitration shall comply with and be governed by the provisions of the National Futures Association Code of Arbitration. Such arbitration shall take place within a fifty (50) mile radius of Orange County, CA.

REPRESENTATION:

13. No persons may make any representation about this Agreement or the Advisor except those stated in the Disclosure Document of the Advisor and this Advisory Agreement. Any such representations are to be considered false and the Client will not hold the Advisor liable for any such false claims, statements or representations.

VALIDITY:

14. In the event that any provision of this Agreement is invalid for any reason whatsoever, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect.

NOTIONAL FUNDING:

15. Notional Funding is allowed in any of the Pernacular Programs. To employ notional trading, the client must meet the required "actual funds" level as stated in the Disclosure Document: "**The CTA may also impose MINIMUMS for NOTIONALLY FUNDED accounts.**" Any increase or decrease to trading levels must be communicated by email or written notice only!

Actual Funding: ________________________
Nominal Funding: ________________________
Notional Funding:________________________

ENTIRE AGREEMENT:

16. This Agreement constitutes the entire agreement between the parties and no modification or amendment of this Agreement shall be binding unless in writing and signed by both parties named and whose signatures appear on this Agreement. This Agreement can not be terminated orally and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The captions appearing in this Agreement are inserted as a matter of convenience and for reference only and shall not define, limit or describe the scope and intent of this Agreement or any of the provisions thereof.

*** Clients(s) please initial here: Primary customer ______ Joint customer _____**

PURSUANT TO NFA RULE 2-30, "KNOW YOUR CUSTOMER", PLEASE PROVIDE THE FOLLOWING INFORMATION. ALL INFORMATION WILL REMAIN CONFIDENTIAL.

Citizenship: ______________________

First name: __________________________ **Last name:** ________________________

Address: ________________________________ **City:** ________________________

Country: _________________ **State:** ______________ **Postal code:** _______________

Phone number: ____________________ **Email:** ___________________

Date of birth or age: _______________ **Number of dependents:** ________

Retired: (Yes / No) **Employer:** _______________________________________

Nature of business: ___________________________ **Your position:** _______________

Investment experience:

Stocks/Bonds: (Yes / No) **Years:** _____ **Mutual funds:** (Yes / No) **Years:** _____

Stock options: (Yes / No) **Years:** _____ **Futures products:** (Yes / No) **Years:** _____

Financial Information:

If less than $25,000, please state the amount: $____________

Annual income: $25,000 - $49,999 ☐ | **$50,000 - $99,999** ☐ | **More than $100,000** ☐

Net Worth (Excluding equity in your home):

If less than $50,000, please state the amount: $____________

$50,000 - $99,999 ☐ **$100,000 - $249,999** ☐ **$250,000 - $499,999** ☐

$500,000 - $999,999 ☐ **$1,000,000 plus** ☐

Estimated liquid net worth:

If less than $25,000, please state the amount: $____________

Annual income: $25,000 - $49,999 ☐ | **$50,000 - $99,999** ☐

$100,000 - $500,000 ☐ | **More than $500,000** ☐

SIGNATURES AND ACKNOWLEDGMENTS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties also authorize Advisor to have Power of Attorney over the trading account as described on page 2 of this Agreement. The parties agree to sign the Power of Attorney forms supplied by the FCM to grant such authority to Advisor.

Client Signature____________________________ Date________________

Client Signature____________________________ Date________________
(Joint Account)

ACKNOWLEDGED RECEIPT OF NICO PARTNERS, INC.'S DISCLOSURE DOCUMENT:

I (we) acknowledge that I (we) have received, read and understand the Disclosure Document of the Advisor, which is dated **April 29, 2015**.

Client Signature____ Date________________

Client Signature____ Date________________
(Joint Account)

PROGRAM CHOICE

I (we) choose to participate in the following program(s):

Pernacular 17k______ **Pernacular 35k _____**

AUTHORIZATION FOR FCM TO PAY ADVISOR:

I (we) hereby instruct the FCM to pay Advisor the monthly incentive and management fees. All fees should be paid from the assets of my (our) account. Such fee shall be due and payable upon the receipt of the billing submitted by the Advisor.

In rendering this service for the convenience of Advisor and the undersigned, you may fully rely on any fee invoices submitted without any duty or obligation to check or verify the accuracy of the fee invoice. The Client(s) and Advisor hereby jointly and severally agree to indemnify the FCM and to hold it harmless from any loss or claim associated with any payment of fees from the Account, the payment of which is subsequently shown to be in error or subject to dispute. I understand and fully agree that clearing fees and commissions will also be charged to my account as set forth in the Disclosure Document of Advisor.

Client Signature____ Date________________

Client Signature____ Date________________
(Joint Account)

Advisor Signature_______________________________________ Date________________