

Account Holder:

Account number:

(filled by Dukascopy)

V.02.08.2019

## TRADING POWER OF ATTORNEY

The undersigned Client hereby appoints the following person/entity (the “**Attorney**”) with no right of substitution:

**Full Name:**

**Country:**

**e-mail:**

to validly represent the Client in all aspects of the administration and management of his/her account and act on the Client’s behalf with full binding effect towards Dukascopy Bank SA (herein after referred as “**Dukascopy**”) in accordance with the following provisions:

### 1. Powers of the Attorney

As from the signature date thereof, the Attorney is legally authorised and has been granted an unlimited power to freely setup any subaccount(s), to give instructions and orders, including to buy, to sell or otherwise to trade any type of transactions on leverage basis or without leverage, on the Client’s behalf with respect to all assets deposited and / or kept on books on the Client’s account(s) opened with Dukascopy. Hereinafter, all and any accounts and subaccounts opened with Dukascopy by the Client and/or by the Attorney or any authorised person on the Client’s behalf are referred to all together as “**the Account**”.

The Attorney is authorised to accept, review, verify and approve account statements, notifications of credits and other transactions on the Client’s behalf and to receive any information on the Account by any means of communications including electronic means, such as e-mail. The Attorney is sole responsible of the security of the data made available to him by Dukascopy. The Attorney may undertake any other steps he believes necessary or useful for the administration of all assets on the Account.

**Unless expressly requested in writing by the Client, the Attorney shall not be authorised to instruct any payments from the Account and/or to withdraw and/or pledge any assets on the Account.**

### 2. No Advice / No Recommendation / No Guarantee

Dukascopy will merely execute the instructions of the Attorney. Dukascopy is not a party to any agreements between the Attorney and the Client. No partnership, association or control exists between Dukascopy and the Attorney. Dukascopy has not solicited or, in any other way, recommended the Attorney to the Client. The Client hereby certifies to have appointed the Attorney on the basis of his throughout assessment of the Attorney (including his compliance with laws and regulation if this aspect is relevant for his choice) and that he understands that Dukascopy does not guarantee in any way, even implicitly, that the Attorney is duly qualified, experienced, honest and compliant with any laws and regulation.

### 3. Discharge for Instructions and Use of Telecommunication Means

In addition to trading orders online, the Client authorises Dukascopy to accept from the Attorney any form of instruction, whether verbal, by telephone, telegram, fax, cable, e-mail or by any other electronic means of telecommunications and releases Dukascopy from any liability in respect with consequences arising out of the use of telecommunication means.

The Client understands that Dukascopy, whilst receiving instructions and/or accepting orders from the Attorney, is not liable for risks that such process may entail, in particular the risk of errors in transmission or misunderstanding, alteration and duplication. Dukascopy shall have no liability of any kind in case of abuse or falsification by any non-authorised third party of the identification procedure and hereby fully discharges Dukascopy from any liability for losses arising from such abuses.

### 4. Monitoring Duties

**Dukascopy has no insight in the instructions given by the Client to the Attorney and in the trading strategy agreed between the Client and the Attorney; Dukascopy has no duty whatsoever and will not monitor, analyse, interfere in, or opine on, the instructions and/or trading strategy executed by the Attorney on the Client’s behalf. Dukascopy has no duty to inform or to alert the Client in relation with the orders given by the Attorney and/or regarding the trading activity performed by the Attorney. Dukascopy**

**will not be held liable for any losses incurred as a result of the Attorney's violation of its responsibilities and / or non-compliance by the Attorney with instructions given by the Client.**

**The Client undertakes to monitor and to control regularly and frequently the Attorney's activity on the Account, in particular by accessing online reports made available by Dukascopy.**

**5. Client Asset Protection Tools**

The Client confirms to have understood the risk mitigation tools made available by Dukascopy, in particular the "Stop Loss Level" functionality that allows the Client to manually determine in advance the amount of losses tolerable on the Client's account; should such amount be reached, the trading on the Client's account shall be stop automatically; the Client has further the possibility to instantly interrupt the trading at any time, by accessing the online account reporting and clicking the appropriate button.

**6. Conflicts of Interests**

**If the Attorney is entitled to receive fees based upon the volume traded, the Client acknowledges to have been apprised of the volume of trading and resulting commissions to be generated by the use of the Attorney's services; such fees may impact the performance of the trading and trigger possible conflicts of interests. The Client undertakes to monitor and to control regularly and frequently the trading activity on his/her account, in particular by accessing online reports made available by Dukascopy.**

**7. Client's Duties and exclusion of any liability of Dukascopy**

The Client shall be fully responsible and liable for all actions and/or omissions and/or breach of any law/regulation by the Attorney and expressly ratifies any transaction which has been or will be executed on instructions given by the Attorney on the Client's behalf with regard to any assets on the Account. The Client shall be fully responsible and liable for any overdraft resulting from the Account from instructions or orders placed by the Attorney.

The Client expressly understands and accepts that Dukascopy is not liable/responsible for any possible acts and/or omissions and/or breach of any law/regulation by the Attorney and that consequently, such act/omission/breach shall not be used by the Client to raise any claim whatsoever against Dukascopy. The Client undertakes to keep Dukascopy harmless and fully indemnified against any and all losses, direct and indirect damages whether financial or not, resulting from the Client and/or the Attorney's acts or omissions. The Client further accepts full responsibility and liability for any losses or damages directly or indirectly arising from a delay or refusal in executing instructions or transactions placed with Dukascopy.

**8. Risks associated with Trading**

**The Client confirms being aware of the speculative nature and high risks associated with margin trading, the mechanisms, characteristics and high degree of volatility of the currency and derivatives market. The Client understands and agrees that margin trading might result in total loss of funds deposited as a margin and that consequently, only "risk" funds should be used in such trading. Anyone who does not have the extra capital that may be subject to a total loss should not trade on margin. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. The Client has had the opportunity to ask questions on risks, on how the margin deposit will be handled and commissions charged. The Client hereby certifies to have understood any and all risks related to the present Trading Power of Attorney and Fee Schedule.**

**9. Miscellaneous**

This Trading Power of Attorney shall remain valid towards Dukascopy until terminated in writing by the Client. This Power of Attorney shall not be terminated upon the death, legally presumed death, bankruptcy or the loss of legal capacity of the Client or the Attorney or any other causes of termination set forth in Articles 35 and 405 of the Swiss Code of Obligations, unless stated otherwise in writing.

Any amendments to this Trading Power of Attorney and its annexes shall be in writing. This Power of Attorney is governed by the Marketplace Trading Conditions and other applicable account opening forms of Dukascopy. In case of discrepancy between the terms of the Marketplace Trading Conditions and this Trading Power of Attorney, the terms included herein shall prevail.

Place and date:

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Signature(s):

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**ATTORNEY FEE SCHEDULE****Attorney:**

The Client hereby confirms to fully understand and agree with the fee structure applicable by Dukascopy as set forth in the Marketplace Trading Conditions, Dukascopy's website, as well as the present fee schedule. The Client hereby instructs Dukascopy to debit the abovementioned account(s) and to pay the Attorney the following amounts.

- Front Fee<sup>(1)</sup>: \_\_\_\_\_ %
- Management Fee<sup>(2)</sup>: \_\_\_\_\_ % (yearly rate) charged at following Calculation Period:  
month/quarter/half year /year
- Management Volume Fee<sup>(3)</sup>: \_\_\_\_\_ USD per one million USD traded
- Performance Fee<sup>(4)</sup>: \_\_\_\_\_ % per Calculation Period: month / quarter / half year / year

*(1) The Front Fee applies to any amount initially or subsequently deposited on the account/subaccount and is charged at the time of the respective deposit.*

*(2) The Management Fee is calculated based upon the amount deposited and is charged entirely at the beginning of each Calculation Period. A pro rata calculation is done for Trading Power of Attorney signed during the current period and for additional deposits done during the current period. The Management Fee is not refundable.*

*(3) The Management Volume Fee is based on volume traded on the SWFX. For each amount of one million USD traded the Client will be charged the USD amount mentioned above (or equivalent in another currency). The Management Volume Fee excludes the possibility to apply other Management Fees.*

*(4) The Performance Fee is subject to a high watermark and will only be charged when the amount on the account at the end of a Calculation Period exceeds the highest historical account/subaccount value. The calculation of the Performance Fee will be adjusted if new funds are deposited on the account/subaccount during a Calculation Period. The Performance Fee is calculated and payable as per specified Calculation Period specified above. The Calculation Period is applied on a calendar basis.*

Notwithstanding anything provided herein, the Client shall remain at all time solely liable to the Attorney for the payment of the Service Provider's fees.

Payments to the Attorney shall only be made by Dukascopy if, at Dukascopy's sole consideration, there are sufficient funds on the Account to do so. Without so being obliged, Dukascopy may in particular refuse to execute payments if as a consequence thereof there would be a risk that the Client's funds used as trading margin are insufficient to cover risks of losses associated with open positions.

Dukascopy shall not be held liable for any verification regarding the amounts of fees and will not be held responsible for any miscalculation or non-payment of said fees as directed by the Attorney and/or the Client for any reason whatsoever.

This Attorney Fee Schedule is an integral part of the Trading Power of Attorney.

Date:

\_\_\_\_\_

Signature(s):

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**Dukascopy Bank SA**

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