

Account Holder ("Client"):

Account number:

V.21.11.2018

## **GENERAL POWER OF ATTORNEY**

The undersigned Client hereby appoints the following person/ entity (the "Attorney"), with no right of substitution:

Name, Surname / Corporate Name: Address:

Tel : Fax : 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 of this Power of Attorney, 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.

The Attorney shall be authorised to instruct any payments from the Account and/or to withdraw and/or pledge any assets on the Account.

2. 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, telefax, 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.



## 3. Monitoring Duties

Dukascopy has no insight in the instructions, if any, given by the Client to the Attorney and has no duty whatsoever and will not monitor, analyse, interfere in, or opine on, the instructions and/or transactions executed by the Attorney on the Client's behalf. Dukascopy has no duty to inform or to alert the Client in relation with the instructions or 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 by the Client as a result of the Attorney's violation of his responsibilities and / or noncompliance by the Attorney with instructions given by the Client.

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

4. Client's Duties

The Client shall be fully responsible and liable for all actions and/or omissions of 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 on the Account from instructions or orders placed by the Attorney.

The Client is aware and agrees that Dukascopy is not liable for any acts or omissions of the Attorney. 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's 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.

5. Miscellaneous

This 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 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 Power of Attorney, the terms included herein shall prevail.

Date:

Signature(s):