



Managed Account Authorisation – Limited Power of Attorney

The Undersigned Client(s) (the "Client") authorizes **Smart Business Technologies** and its successors or assigns as agent and attorney-in-fact ("Trading Agent") to purchase and sell (including short sales) foreign currencies, contracts for difference ("CFDs") (including but not limited to CFDs on commodities), on margin or otherwise, foreign currency/CFD option contracts and/or any other investments offered from time to time by Gain Capital - Forex.Com UK Limited ("FOREX.com UK") for the Client's account and risk (the "Client Account") pursuant to and in accordance with the terms of the FOREX.com UK Customer Agreement ("Customer Agreement") entered into by and between the Client and FOREX.com UK. The Client acknowledges and agrees that it shall be the counterparty with FOREX.com UK to all transactions entered into by the Trading Agent on its behalf pursuant to the terms of this Agreement ("Limited Power of Attorney").

The Client authorises FOREX.com UK to accept all instructions in every respect, whether orally or in writing, from the Trading Agent concerning the Client's Account with FOREX.com UK, except that the said Trading Agent is not authorised to withdraw any money, investments or other property either in the name of the Client or otherwise. FOREX.com UK shall not be obliged to make any enquiry of the Client or of any other account, account holder or person before acting on such instructions.

The Client accepts full responsibility and liability for all such instructions (and for all transactions that may be entered into as a result) and will indemnify FOREX.com UK and keep it indemnified against any loss, damage or expense incurred by it as a result of it acting on such instructions. The indemnity shall be effective whatever the circumstances giving rise to such loss, damage or expense, or whatever the knowledge, acts or omissions of FOREX.com UK in relation to any other account held by any other person or body (including the Trading Agent named above) with FOREX.com UK. The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by FOREX.com UK in reversing incorrect or erroneous instructions submitted by the Trading Agent that result in a transaction that must, for the protection of FOREX.com UK or its other clients or for reasons of market integrity, be reversed.

The Client accepts that FOREX.com UK is not obliged to investigate or otherwise make any enquiry of the background or investment history of the Trading Agent. The Client understands that FOREX.com UK and its officers, employees and agents have no responsibility whatsoever for any acts or omissions of the Trading Agent in connection with the Client's Account and are not responsible for any loss to the Client caused by any acts or omissions of the Trading Agent and that FOREX.com UK does not, by implication or otherwise, endorse the operating or trading methods of the Trading Agent.

The Client understands that the Trading Agent will charge the Client to manage the Client's trading activity with FOREX.com UK and that compensation will be in the form of fees charged on a per trade or other basis, as specified in the Fee Acknowledgement/Debit Authorisation Form herein. The Client will be notified of any changes to compensation schedules under the terms and provisions of paragraph 26.1 of the Customer Agreement. It is the Client's responsibility to make enquiries of the Trading Agent as to the amount of this compensation. The Client confirms that it understands that FOREX.com UK may compensate the Trading Agent and that compensation may be in the form of fees earned on a volume or other basis. The Client understands that such compensation could create a conflict of interest for the Trading Agent in that the Trading Agent may have an incentive to execute trades to generate compensation. The Client agrees that FOREX.com UK is authorised to deduct pips, fees and/or commission on a per trade or other basis from the Client's Account on behalf of the Trading Agent.

The Client represents and warrants that such Trading Agent has all required government approvals, licenses and permits including but not limited to, if applicable, authorisation under Section 19 of the Financial Services and Markets Act 2000.

The Client ratifies and confirms any and all transactions with FOREX.com UK made by the Trading Agent in connection with the Client's Account. The Client should be diligent and closely scrutinize all trading activity in connection with the Client's Account.



The Client acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destination or may do not much later than intended for reasons outside FOREX.com UK's control. The Client accepts that it bears the risk of the Trading Agent's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading systems).

The Client has read and understands the Risk Disclosure Statement as provided in the Customer Agreement, which is incorporated by reference as if fully set forth here and the Client affirms each statement made therein. The Client makes each of the representations, warranties and covenants in paragraph 21 of the Customer Agreement, which are incorporated by reference as if fully set forth herein.

The authorisation given in this Limited Power of Attorney made only be amended or revoked by the Client in writing. Unless notified otherwise in writing by FOREX.com UK any such variation or revocation shall not be effective until two (2) working days after it is received by FOREX.com UK. The Client acknowledges that it will remain liable for all instructions given to FOREX.com UK prior to the revocation/variation being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time. The Client will indemnify and keep FOREX.com UK indemnified in respect of all such losses.

This Limited Power of Attorney shall be governed by and construed in accordance with English law. The Client agrees that the courts of England will have exclusive jurisdiction to hear and settle any dispute in connection with or arising out of this Limited Power of Attorney and the Client submits to the exclusive jurisdiction of such courts.



Managed Account Authorisation – Fee Acknowledgement/Debit Authorisation

The Client ratifies and confirms that he/she has agreed to compensate the Trading Agent for his/her services and authorizes FOREX.com UK to debit the Client's Account and credit these fees to the Trading Agent, according to the following terms:

X 35% of monthly profits based on high watermark

The Client acknowledges having received, read and understood this Managed Account Authorization, including the Limited Power of Attorney and Fee Acknowledgement / Debit Authorization, understands fully the obligations, and agrees to all of the provisions contained therein.

1) Client Signature: _____

Print Name : _____ Date: _____

2) Client Signature: _____

Print Name : _____ Date: _____

***Please submit all three (3) pages of the Limited Power of Attorney including this signature page.**