



## Limited Power of Attorney

This Power of Attorney is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_\_

I/We: **The 'Customer', 'Client'**)

Hereby appoint:  
**("Agent")**

### To be the Customer's Attorney for the following purposes:

1. To do business with **Ox Securities Ltd** (the "**Company**") pursuant to the customer agreement with them and in accordance with the rules applicable thereto; and
2. Authorise the agent to act as agent and attorney-in-fact to apply its algorithmic and or manual trading software to purchase and sell (including short sales) foreign currencies on margin for the undersigned's account and risk.
3. Client hereby instructs Ox Securities Ltd ("OX SECURITIES") to allocate their total account value to the MAM account on which the agent algorithm and manual trading is applied, and Client shall receive an allocation of every trade executed in said MAM account. Client understands their percentage of ownership will change as new investors/traders join or revoke from the MAM account, and all open trades will be allocated on a 'live' basis. Since the percentage ownership of existing and future trades will change as other client funds are added into or removed from the MAM, OX SECURITIES makes no representations or guarantees a specific level of ownership, trade sizing or exposure to the Client.
4. OX SECURITIES is authorized to follow the instructions of the agent in every respect concerning the Client's foreign currency account with OX SECURITIES, except that the agent is not authorized to withdraw any money, securities or other property either in the name of the Client or otherwise. OX SECURITIES does not endorse or vouch for the background or track record of the agent. Client understands that OX SECURITIES and its officers, employees and agents will not control the agent actions, are in no way responsible for any loss to Client caused by the actions of the agent and that OX SECURITIES does not, by implication or otherwise, endorse the operating methods of the agent.
5. Client understands that the agent will charge Client for the application of its algorithm and that compensation will be in the form of a License Fee charged on a performance basis, as specified in the Fee Acknowledgement/Debit Authorization herein. Client will be notified of any changes to compensation schedule under the terms and provisions of the the agent End User License Agreement. It is the Client's responsibility to inquire with the agent on what this compensation may be.
6. The undersigned hereby ratifies and confirms any and all foreign currency transactions with OX SECURITIES heretofore and hereafter made by the agent on behalf of or for the Account of the undersigned. Even though the undersigned grants authority to the agent, client should be diligent and closely scrutinize all account activity. OX SECURITIES provides online access to account activity, whereby Client may monitor unrealized

and realized profits & losses and account balances, and generate monthly account statements. Client acknowledges that trade break services and reporting are provided free of charge and in lieu of payment of interest on Client funds.

7. Client has read and understands the Risk Disclosure Statement provided to the Client by the agent, which is hereby incorporated by reference as if fully set forth herein and Client hereby affirms each statement made therein. Client makes each of the representations, warranties and agreements of the End-User License Agreement, which are hereby incorporated by reference as if fully set forth herein.
8. Client acknowledges that the agent perpetually maintains open positions and thus the withdrawal of funds by client will usually require closing the client's proportional share of all currently open positions thus realizing any profits or losses on those open positions.
11. The Customer accepts full responsibility and liability for all such instructions (and for all transactions that may be entered into as a result) and will indemnify the Company and keep it indemnified against any loss, damage or expense incurred by it as a result of its acting on such instructions. This indemnity shall be effective:
  - whatever the circumstances giving rise to such loss, damage or expense;
  - whatever the knowledge, acts or omissions of the Company in relation to any other account held by any other person or body (including the Attorney named above) with the Company.
12. The Customer further agrees that this indemnity shall extend to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of the Company or its other customers or for reasons of market integrity, be reversed.
13. The Customer acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destination or may do so much later than intended for reasons outside your control. The Customer accepts that it bears the risk of the Attorney's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading system).
14. The Customer acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Customer accepts that if the Company chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over such instructions given by the Attorney and the Customer accepts full responsibility and liability for the Attorney's actions in such circumstances.

#### **Fee Acknowledgement/Debit Authorization**

Client hereby ratifies and confirms that he/she has agreed to compensate The agent for his/her services under the Software License Agreement and hereby authorizes OX SECURITIES to debit Client's trading account and credit these fees directly to The agent, according to the terms agreed in the initial application form

**Performance to be assessed on Net Liquidating Value (NLV) of account on a monthly basis.**

#### **Customer**

Name of Customer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_