

**The Client**

First name and family name / Company name: \_\_\_\_\_

Date of birth / Date of incorporation: \_\_\_\_\_

The Money Manager	The Bank
FORMALTRADE GmbH	SWISSQUOTE BANK SA

**A- Defined**

1. Limited Power of Attorney – LPOA
2. Account holder and Beneficiary owner – The Client (Client)
3. FORMALTRADE GmbH – The Money Manager (Money Manager)
4. SWISSQUOTE BANK SA – The Bank (Bank)

**B- General Information**

1. "LPOA Terms Confirmation" draft signed by the Client is legally binding and is connected and linked to all existing and future accounts and any sub-accounts of the Client held with the Bank and managed by The Money Manager through LPOA signed and accepted by the Client.

**C- General Awareness**

1. The Client hereby accepts and confirms that:
  - for any asset management request from and by the Client via signed LPOA to Money Manager is at all time legally binding.
  - the Client's request for money management is requested directly by the Client on their own initiative and decision without any influence from anyone else.
  - the Money Manager is not responsible in any way and is not liable for any matter for any rules and regulations in and from any country where the applicant as a Client resides or is a citizen.
  - the Client is solely responsible for all national and international rules and regulations connected and linked to the Client's request for the asset management by Money Manager in its entirety.
  - the Client must and will at own whole responsibility control all rules and regulations that may apply to the Client in all jurisdictions and on all matters connected to and linked to asset management by Money Manager.

**D- Banking Secrecy Waiver**

1. The Client accepts and confirms not to hold Money Manager responsible for the security of all data that the bank or the Client sends or makes available to Money Manager.
2. The Client accepts and confirms to update and inform the Money Manager of any changes that may occur at any time to the Client's financial and legal status.
3. The Client accepts and confirms and approves Money Manager to conduct new and continuous due diligence as needed or at any time regarding the Client's previous or current status from the bank or through the further due diligence by the Money Manager directly or via an external source as a third party.

**E- Management Risks**

1. The Client understands and accepts and confirms that:
  - due to market fluctuations, the value of an investment may increase or decrease at a future date.
  - any historical results do not constitute a guarantee of future results.
  - the past performance of any trading system or methodology is not necessarily indicative of future results.
  - Any stop loss level is not a guarantee stop level.
  - the Money Manager is not responsible in any way for any form or type of trading error or trading system error that may lead to a negative impact on the Client's account.
  - the Money Manager is not responsible and is not held liable for any trading methodology and results that may lead to a negative impact on the Client's account managed by Money Manager in any way and at any time.
  - the Client exempts and excludes and releases Money Manager from all responsibility or liability for all actions or omissions or actions linked or connected to and in connection with asset management.
  - the Client agrees to indemnify and hold the Money Manager, its affiliates, officers, employees, board members, directors, founder, internal or external agents and any parties with business relationship harmless in connection with any and all damages that may arise as a result of or in connection with the asset management and administration of the account or accounts by Money Manager at all time.

**F- Termination of LPOA**

1. The Client agrees to and confirms that in the event of termination and revocation decision of LPOA, directly or indirectly, only in writing by the Client, all open positions will be terminated without any responsibility and any liability for and to Money Manager for any negative effect or damage or cost arisen.
2. The Client agrees and confirms that upon termination and revocation of LPOA only in writing by the Client, all open positions will be terminated without any liability to Money Manager for any adverse effect or expenses incurred.

**G- Remuneration of the Money Manager**

1. The Client expressly acknowledges and approves and confirms that in case the money or capital on Client's account or all accounts are not sufficient for any agreed remuneration of Money Manager by the Bank then the Client is obligated to cover and stay and remain liable for remaining or the total remuneration calculated by Money Manager for the valid and unpaid period at the end of the calendar month agreed for monthly remuneration.
2. The Client agrees and confirms that in the event of withdrawal from any trading account or all accounts, the Client will save and keep a sufficient amount for all remaining remuneration for the end of the selected withdrawal month.
3. The Client expressly confirms and approves that unpaid amounts from previously agreed monthly payments must be paid in full to the Money Manager by the Client as sole responsible within ten (10) working days after the end of the calendar month agreed for monthly payments to Money Manager regular company account at the bank informed by Money Manager.

**H- Legal Verification**

1. The Client accepts and confirms that none of the current or future investment(s) is/are from illegal activities defined under international money laundering regulations and that the Client has not been and is not active in any way in any illegal financial or other illegal activities.
2. The Client accepts and confirms that all sections and points on the "Apply Online" via "Services" webpage or all other webpages set forth via FormaltradeGroup.com, or any other website domain owned by any Formaltrade entity directly or indirectly, with specific information on any profit-sharing percentage and Mark-up fee / Volume fee / External Spread information and samples are read and are understood and accepted by the Client without abjection and without any complaint at any time.
3. The Client accepts and confirms that all sections and points on the Disclaimer webpage specified by the Formaltrade GmbH entity as Money Manager via FormaltradeGroup.com, or any other website domain owned by any Formaltrade entity directly or indirectly, are read and are understood and confirmed and accepted by the Client without any abjection at any time.

**I- Rights with Role of the Money Manager and Liability**

1. The Client accepts and confirms and agrees that Money Manager reserve all rights for any updates or any upgrades as well as any changes of "LPOA Terms Confirmation" document terms / points and all disclaimer or any disclaimer(s) section(s) or point(s) at any time via any Formaltrade website.
2. The Client accepts and confirms and agrees that this "LPOA Terms Confirmation" is a binding document supplement to the LPOA and must be governed solely by and construed in accordance with substantive Swiss law.
3. The place of performance, the place of enforcement against any party and Clients residing abroad and the exclusive place of jurisdiction for any dispute arising from or in relation to this "LPOA Terms Confirmation" binding document linked to LPOA shall be at the seat of the Money Manager in ZUG and in Switzerland, however, the Money Manager reserves the right to bring such proceedings before the competent courts having jurisdiction at the Client's place of residence or domicile or before any other competent court, in which case substantive Swiss law shall remain exclusively applicable.

**K- Money Manager Authorisation**

1. The Client confirms and understands the verification of the Money Manager as Formaltrade GmbH which is founded and licensed in Zug, Switzerland, with a verifiable registration from the Swiss Financial Market Supervisory Authority (FINMA) through the PolyReg in Zurich for Asset Management as a General Self-Regulatory Organisation (SRO).

**L- Communication**

1. All communication, regardless of topic, must always be in writing and sent to Money Manager through: [info.ch@formaltrade.com](mailto:info.ch@formaltrade.com)
2. Formaltrade GmbH Asset Management also requires the Client to print and sign these documents: "Limited Power of Attorney (LPOA)", "Permanent Instruction". Please send originals, two (2) of each document to the bank address: [Swissquote Bank SA – 33, Chemin de la Cretaux – CH 1196 Gland](mailto:Swissquote Bank SA – 33, Chemin de la Cretaux – CH 1196 Gland)

**The Client Signature:**
**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_