

<b>Account Holder ("Client"):</b>	<b>Account number:</b>  (filled by Dukascopy)
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V.08.11.2012

## SERVICE PROVIDER SERVICE FEE INSTRUCTIONS

The undersigned client ("**Client**") will use the services offered by the person/legal entity designated below (the "**Service Provider**") and hereby authorises and instructs Dukascopy Bank SA (hereinafter "**Dukascopy**") to debit commissions on the abovementioned account in accordance with the Fee Schedule attached as an appendix hereto and to pay these commissions to the Service Provider.

**Full Name:** SMART FX sp. z.o.o.

**Country :** Poland

**e-mail :** info@smartfx.eu

In consideration thereof, the Client acknowledges and agrees to the following terms and conditions:

**1. Relations between the Parties:**

Dukascopy is not a party to any agreements between the Service Provider and the Client. Dukascopy has not solicited, or in any other way recommended the Service Provider and/or the use of latter's services. The Client has made inquiries and conducted sufficient research into Service Provider and its services to make an informed investment decision.

**2. Monitoring Duties:**

**Dukascopy has no duty whatsoever to and will not monitor, analyse, interfere in, or opine on, the trading results and strategy executed following the Service Provider's services on the Client's behalf. Dukascopy has no duty to inform or to alert the Client in relation with the trading activity performed on the Client's account. The Client shall contact Dukascopy immediately for any question. Dukascopy shall not be liable for any losses incurred as a result of the Service Provider's violation of its responsibilities and/or non-compliance by the Service Provider with instructions given by the Client.**

**3. Client's Undertakings and Liability:**

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 Service Provider'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.

**4. Use of IT programs:**

If the Service Provider issues automatic trading signals through an IT program, following such trading signals may expose the Client to such risks associated with the use of computers and data feed systems relied on by Dukascopy. The Client accepts such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and further agree to hold Dukascopy harmless from any losses on the Client's account associated with these risks. Neither Dukascopy nor any of its officers, directors, employees, agents or affiliates will be held responsible for any such breakdown or failure.

**5. Conflicts of Interests:**

**If the Service Provider 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 Service Provider's services, in particular IT program generating trading signals or automatic trading; 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.**

**6. 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 derivative 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 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 Service Fee Instruction.

**7. No Performance Guarantee:**

Past performance (including hypothetical back-testing and real-time track records) is not a guarantee of future performance. Dukascopy cannot imply or guarantee that the Client will make a profit from / thanks to Service Provider’s advice or IT program if any or from the recommendations/strategy issued by the Service Provider; neither Dukascopy nor any of its officers, directors, employees, agents or affiliates will be held responsible for performance or trading losses incurred as a result of the trading pursuant to the Service Provider’s recommendations/ advice.

**8. Miscellaneous:**

Any amendments to this document and its annexes (if any) shall be in writing.

Dukascopy will execute the present instructions until revoked by written notice addressed and actually delivered to Dukascopy. This document shall not be terminated upon the Client’s and/or Service Provider’s death, legally presumed death, bankruptcy or and/or loss of legal capacity or any other causes of termination set forth in articles 35 and 405 of the Swiss Code of Obligations, unless stated otherwise in writing.

This document is governed by the Marketplace Trading Conditions of Dukascopy and the account opening forms. In case of discrepancy between the terms of the Marketplace Trading Conditions and this document, the terms included herein shall prevail.

Place and date:

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Signature(s):

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## SERVICE FEE SCHEDULE

**Service Provider:** SMART FX sp. z.o.o.

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 Service Provider in the following amounts.

- Management Volume Fee<sup>(1)</sup>: 5 USD per one million USD traded

*(1) 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.*

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

Payments to the Service Provider shall only be made by Dukascopy if, at Dukascopy's sole consideration, there are sufficient funds on my 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 my 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 Service Provider and/or the Client for any reason whatsoever.

This Service Fee Schedule is an integral part of the "Service Provider – Service Fee Instructions".

Place and date:

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Signature(s):

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