

Account Holder:	Account number: (filled by Dukascopy Europe)
------------------------	--

SERVICE PROVIDER - TRADING POWER OF ATTORNEY

I undersigned hereby grant a power of attorney, with no right of substitution, to the following person/legal entity (the “**Service Provider**”):

Name, Surname/

Corporate name:

Address :

Tel :

e-mail :

I will use a service of my own selection (hereinafter “**My Program**”) of the Service Provider, which will generate trading signals/orders, on my behalf, on the SWFX Marketplace Trading System (hereinafter “**SWFX**”).

I hereby authorize and direct Dukascopy Europe IBS AS (hereinafter “**Dukascopy Europe**”), with full binding effect, to enter trades for my account in accordance with trading signals generated by My Program. Additionally I acknowledge and agree to the terms and conditions as follows:

1. In relation with this Trading Power of Attorney / Service Fee Instruction, I hereby acknowledge, understand and agree that Dukascopy Europe has no insight in the trading signals generated by My Program and that Dukascopy Europe has no duty whatsoever to and will not monitor, analyse, interfere in, or opine on, the trading signals/strategy executed by My Program on my behalf. Dukascopy Europe has no duty to inform or to alert me in relation with the trading activity performed on my account. If I have questions, I will contact Dukascopy Europe immediately.
2. I confirm that Dukascopy Europe has not solicited, or in any other way recommended the Service Provider or the use of My Program. I have made inquiries and conducted sufficient research into My Program/Service Provider to make an informed investment decision.
3. I will not hold Dukascopy Europe liable for any losses incurred by me as a result of the Service Provider’s violation of his responsibilities and/or non-compliance by the Service Provider with instructions given by me.
4. I undertake to keep Dukascopy Europe harmless and fully indemnified against any and all losses, direct and indirect damages whether financial or not, resulting from my Service Provider’s acts or omissions.
5. I hereby confirm that I am fully responsible for any overdraft on my account with Dukascopy Europe resulting from orders placed by the Service Provider. I am aware and agree that Dukascopy Europe is not liable for any losses or damages directly or indirectly arising from a delay or refusal in executing transactions placed with Dukascopy Europe.
6. I hereby accept full responsibility for all actions undertaken by the Service Provider and expressly ratify any transaction which has been or will be executed on instructions given by the Service Provider on my behalf with regard to any assets in my account with Dukascopy Europe. The Service Provider is however not entitled to withdraw any monies from my account or otherwise dispose of the assets held on my account.

7. I fully understand that hypothetical back-testing and real-time track records are not necessarily indicative of future performance. Dukascopy Europe cannot imply or guarantee that I will make a profit from the use of My Program and I agree that neither Dukascopy Europe nor any of its officers, directors, employees, agents or affiliates will be held responsible for performance or trading losses incurred in my account as a result of the trading pursuant to My Program. I fully understand that the trading signals are produced by My Program and not by Dukascopy Europe and that Dukascopy Europe's responsibility is to use commercially reasonable efforts to enter orders pursuant to My Program and as received by Dukascopy Europe. Dukascopy Europe shall only grant to the Service Provider access to the SWFX for the execution of the trading signals/orders generated by My Program and is not a party to any agreements between the Service Provider and me.
8. I understand that using My Program to generate trading signals exposes me to risks associated with the use of computers and data feed systems relied on by Dukascopy Europe. I agree to assume 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 Europe harmless from any losses in my account associated with these risks. Neither Dukascopy Europe nor any of its officers, directors, employees, agents or affiliates will be held responsible for any such breakdown or failure.
9. I confirm that I have understood the risk mitigation tools made available to me by Dukascopy Europe, in particular the "Stop Loss Level" functionality which allows me to set minimum amount for my account to stop automatically trading activity and the possibility to instantly interrupt the trading, myself, at any time, by accessing my online account reporting.
10. Dukascopy Europe may act upon the authority conferred by this Trading Power of Attorney / Service Fee Instruction until I revoke it by written notice addressed and actually delivered to Dukascopy Europe. I shall be responsible for any open exposure in my account at the time that I revoke the authority and I shall permit Dukascopy to close any such exposure. This Trading Power of Attorney / Service Fee Instruction shall not be terminated upon my and/or Service Provider's death, legally presumed death, bankruptcy or my and/or loss of legal capacity, unless stated otherwise in writing.
11. **I acknowledge that I have been apprised of the volume of trading and resulting commissions to be generated by the use of My Program, the impact this may have on the performance of the trading and the possible conflicts of interest if the Service Provider's fee structure is based on volume of transactions. I undertake to monitor and to control regularly and frequently the trading activity on my account, in particular by accessing online reports made available by Dukascopy Europe.**
12. **I confirm that I am aware of the speculative nature and high risks associated with FOREX trading, the mechanisms, characteristics and high degree of volatility of the FOREX market. I understand and agree that FOREX trading might result in total loss of funds deposited on my account and that consequently, only "risk" funds should be used in such trading. Account holders that do not have the extra capital that may be subject to a total loss, should not trade in the FOREX market. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. I have had the opportunity to ask questions on risks, on how my account will be handled and the commissions charged to my account. I hereby certify that I have understood any and all risks related to the present Trading Power of Attorney / Service Fee Instruction.**
13. **I hereby authorise Dukascopy Europe to disclose to the Service Provider any information or data related to my account with Dukascopy Europe, including information about my registration process with Dukascopy Europe and the funding of my (sub)account(s), to the extent necessary for the Service Provider to activate My Program. The Service Provider may in particular want to know whether I am in process of opening / have opened an account with Dukascopy Europe, whether I have funded it with equity, and whether I have signed the present Trading Power of Attorney / Service Fee Instruction. I expressly release Dukascopy Europe from any duties of confidentiality in that respect.**
14. Any amendments to this Trading Power of Attorney / Service Fee Instruction and its annexes (if any) shall be in writing.
15. This Trading Power of Attorney / Service Fee Instruction is an integral part of the Marketplace Trading Agreement of Dukascopy Europe and the account opening forms, and is subject to and governed by the terms and conditions of these documents. In case of discrepancy between the terms of the Marketplace Trading Agreement and this Trading Power of Attorney / Service Fee Instruction, the terms included herein shall prevail.

Account Holder: 	Account number: (filled by Dukascopy Europe)
--------------------------------	--

Place and date: _____

Signature(s): _____

SERVICE PROVIDER'S FEE SCHEDULE

Service Provider's Name:

I hereby confirm that I fully understand and agree to the fee structure applicable by Dukascopy Europe as set forth in the Marketplace Trading Agreement, Dukascopy Europe's website, as well as the present fee schedule of the Service Provider.

In consideration for my use of My Program, I hereby authorize Dukascopy Europe to debit my account(s) and to pay the Service Provider in the following amounts:

- Volume Fee⁽¹⁾: _____ USD per one million USD traded

(1) The Volume Fee is based on volume traded on the SWFX. For each one million USD traded the Client will be charged the USD amount specified above or its equivalent in another currency.

I acknowledge that, in addition to the fees mentioned above which are directly paid to the Service Provider, Dukascopy Europe may retrocede to the Service Provider, at its own discretion, a part of Dukascopy Europe's remuneration which is mostly based on the volume of my trades on the SWFX, that potentially creates a conflict of interest between me and the Service Provider. I am also informed that the Service Provider may retrocede to third parties a part of the fees received from Dukascopy Europe. It is the Service Provider's duty to inform me of any retrocession received and the amount thereof.

Dukascopy Europe will hereby facilitate the above instructions without further instruction or confirmation from the Service Provider or from myself, unless otherwise notified in writing. Dukascopy Europe will make reasonable efforts to credit the Service Provider for the fees due for each period of payment. Notwithstanding the foregoing, if I request a withdrawal and/or transfer from my account(s), and if there are insufficient funds available to pay the amounts due to the Service Provider as a result of such request or other action taken by me, I understand and agree that my request may not be processed for the full amount requested and that Dukascopy Europe is authorised to withhold the due fees.

I remain at all time liable to the Service Provider for the payment of the Service Provider's fees and will hold Dukascopy Europe harmless in case the Service Provider claims the payment of the fees or any other expenses against Dukascopy Europe and should the amount deposited on my account(s) not be sufficient to settle the due fees.

Dukascopy Europe is not responsible for the verification of the amounts of fees and will not be held liable for any miscalculation or non-payment of said fees as directed by the Service Provider and/or myself or for any reason whatsoever.

This Service Provider's Fee Schedule is part of the Trading Power of Attorney / Service Fee Instruction.

Place and date: _____

Signature(s): _____
