



Financial Square  
 32 Old Slip 10th Floor  
 New York, NY 10005 USA  
 Tel. 212.897.7660  
 Fax 212.897.7669  
 E-mail: admin@fxcm.com

**SERVICE PROVIDER**  
**LETTER OF DIRECTION / LIMITED POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION**

Account Holder's Name: \_\_\_\_\_  
 Customer Account # (if available): \_\_\_\_\_

My Program Provider: \_\_\_\_\_  
 Trader Account # (if available): \_\_\_\_\_

The undersigned has applied for a foreign exchange ("Forex") trading account with Forex Capital Market LLC ("FXCM"). I have provided FXCM a trading system of my own devise, have purchased (or leased) a system developed by a third party system developer, or have subscribed to and/or authorized FXCM to follow a trade recommendation service or hotline of my own selection ("My Program") which I may revise from time to time. I acknowledge that I have been apprised of the volume of trading and resulting commissions to be generated by My Program and the impact this may have on its performance. I fully understand the limitations of hypothetical back-testing and real-time track records in predicting future performance. I hereby authorize and direct FXCM to enter trades for my account in accordance with trading signals generated by My Program. In consideration of opening my account, I acknowledge and agree to the terms and conditions, as follows:

1. I fully understand that the trading signals and recommendations are produced by My Program and not by FXCM and that FXCM's responsibility is to use commercially reasonable efforts to enter orders pursuant to the signals and recommendations generated by My Program and as received by FXCM. I confirm that FXCM has not solicited, or in any other way recommended, my participation in trading My Program with FXCM. I have made inquiries and conducted research into My Program sufficient to make an informed investment decision. FXCM cannot imply or guarantee that I will make a profit from My Program and I agree that FXCM will not be held responsible for My Program's performance or trading losses incurred in my account as a result of my trading pursuant to My Program.

2. FXCM will accept this form as Limited Power of Attorney for my account and will enter orders for my account in accordance with the trading signals generated by My Program. I understand that spot Forex transactions in the Forex market as designated by My Program may be traded in my account in accordance with my grant of Limited Power of Attorney. I understand that my trading access will be provided by my Program Provider and not by FXCM.

3. By signing below, I grant Limited Power of Attorney in favor of FXCM solely for the purpose of entering orders in accordance with the signals generated by My Program. If My Program is a third-party developed system, trade recommendation service or hotline, I have arranged for the originator of the service or hotline to transmit by facsimile, telephone, or otherwise, the trade signals to be executed for my account. If more than one FXCM client is using the same system or service as My Program, I acknowledge FXCM may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. I understand and acknowledge that FXCM will only be responsible for using its commercially reasonable efforts to execute, in a timely fashion, the signals generated by My Program. FXCM shall not be responsible for mechanical or communication line failure, system errors, data failure or any other causes beyond its control. I acknowledge that FXCM can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. FXCM shall not be held responsible for the execution of the order at the price indicated or otherwise).

4. In consideration for my use of My Program, I hereby authorize my account to be debited in the following amounts:

Systems Trading Lease US\$ \_\_\_\_\_ .00 per \_\_\_\_\_  
 Systems Trading Commission US\$ \_\_\_\_\_ .00 per million round turn.

5. I am aware of the speculative nature and high risks associated with Forex trading. I have provided the ideas, techniques and trading parameters used in My Program or, if it is a third-party developed system or trade recommendation service or hotline, I understand its trading parameters. I have had the opportunity to ask questions on how my account will be handled. I acknowledge that I have not purchased My Program from FXCM although it may have acted as my agent in the purchase or lease of My Program. I understand that there is no trading system or recommendation service that is free from the risk of loss. FXCM does not imply or guarantee that I will make a profit and I agree that neither FXCM nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of My Program or trading losses in my account.

6. 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 FXCM. I agree to accept such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and further agree to hold FXCM harmless from any losses in my account associated with these risks. Absent willful or wanton misconduct, neither FXCM nor any of its officers, directors, vendors, employees, agents, associated persons or FXCM personnel will be liable for any such breakdown or failure.

7. FXCM may act upon the authority given by this letter of direction until I revoke the authority by written notice addressed and actually delivered to FXCM. This revocation of authority should be delivered by submitting FXCM's "Revocation of Letter of Direction" form. FXCM may also terminate the authorization over the account at any time for any reason in its sole discretion. In the event that FXCM terminates the trading authorization over my account, FXCM will provide me with written notice. I shall be responsible for any open lots in my account at the time that I revoke the authority or such authority is terminated by FXCM. I shall permit FXCM to execute offsetting orders for any open lots in my account at the time the Letter of Direction is terminated.

8. In lieu of sending trade confirmation via postal mail, FXCM will provide me with access to view my account at any time using the Internet with an online login. FXCM shall make statements available to me showing the ledger balance, the exact positions in the account, the net profit or loss in all contracts closed since the date of the last statement, and the net unrealized profit and loss in all open contracts figured to the market. I will carefully review these statements. If I have any questions, I will contact FXCM immediately.

9. I agree that, in the absence of willful or wanton misconduct, neither FXCM nor any of its officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission in the course of or in connection with my participation in My Program. I shall indemnify FXCM, its principals, officers, directors, employees, agents, successor and/or assigns from all losses and/or liability (including reasonable attorney's and/or accountant's fees) incurred or resulting from this Letter of Direction and Limited Power of Attorney to execute My Program, provided that there has been no judicial determination that such

liability was the result of gross negligence or recklessness or intentional misconduct by FXCM, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of my account.

10. I am also aware that because the risk factor is high in Forex market trading, only genuine "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. In fact no one can even guarantee to limit the extent of losses.

11. In connection with my foreign exchange ("FX") trading account carried by Forex Capital Markets, LLC, ("FXCM"), the undersigned Account Holder hereby ratifies and confirms that he/she has agreed to be charged and to compensate the person or entity named below for services rendered in accordance with the following terms.

FXCM is hereby authorized to deduct from Account Holder's account and pay to the Service Provider ("Provider") named below, fees pertaining, but not limited to commission, referral, research, recommendation, strategies and/or charts.

Services Provided: \_\_\_\_\_

Management Fee: \_\_\_\_\_

\_\_\_\_\_ % ← [insert % amount here]  Monthly  Quarterly  One-Time [check one]  
 Note: Monthly or Quarterly fees are collected up to and including the last day of the calendar month or calendar quarter, respectively.

OR  
 \$ \_\_\_\_\_ ← [insert \$ amount here] One-Time Only)

Performance Fee: \_\_\_\_\_

\_\_\_\_\_ % ← [insert % amount here]  Monthly  Quarterly  One-Time [check one]  
 Note: Monthly or Quarterly fees are collected up to and including the last day of the calendar month or calendar quarter, respectively.

Provider Name: \_\_\_\_\_

Address of Provider: \_\_\_\_\_

FXCM will hereby facilitate the above instructions without further direction or confirmation from the Provider or client, unless otherwise notified in writing. FXCM will make reasonable efforts to credit the Provider for the payments due for each monthly and/or quarterly trading period. Notwithstanding the foregoing, if I request a withdrawal and/or transfer from my account, and there are insufficient funds available to pay the Provider as a result of such request or other action taken by me, I understand that such request may not be processed for the full amount requested and agree that I shall remain obligated to make payment to the Provider for any payments due pursuant to the agreement between me and the Provider.

The "Management and Performance Fees" are calculated based upon the ending account equity (which includes floating profit/loss), for the given period without regard to the ending account equity for any other time period.

FXCM shall not be held responsible or liable for any miscalculation or non-payment of said Fees for any reason whatsoever. This service authorization shall remain in effect until terminated in writing by the undersigned.

**ACKNOWLEDGEMENT**

The undersigned agrees that he/she/they understands and certifies that they have the financial resources to enter into this Agreement and that all trading objectives have been explained. The undersigned acknowledges having received, read and understood the foregoing Letter of Direction, Limited Power-of-Attorney, Service Authorization, and incorporate risk disclosures.

Print Name of Account Holder \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Date \_\_\_\_\_

**If Joint Account:**

Print Name of Joint Account Holder \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Date \_\_\_\_\_