



ATLAS CAPITAL FINANCIAL SERVICES LIMITED

**LETTER OF DIRECTION AND
POWER OF ATTORNEY**

1. DEFINITIONS

“Program Provider” means the company which provides the ST System to the potential clients.

“ST System or System” means the automated trading services that the program provider provides through the proprietary platform.

Program Provider Name: I.S Signal Trader

2. LETTER OF DIRECTION

I have applied for an AtlasCapital Financial Services Limited (‘ACFX’) trading account that shall be trading on the basis of signals originated, produced and received by the SignalTrader through an auto execution system (‘the ST System’) that allows me to automate my trading in Forex.

I understand that this is a system developed by a third party system developer and not ACFX, and I confirm that ACFX has not solicited or in any other way recommended, my participation in trading to the ST System with ACFX.

I acknowledge that I have been informed by the third party developer of the volume of trading and resulting charges to be generated by the ST System 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 authorise and direct ACFX to enter trades for my account in accordance with trading signals generated by the ST System which may be revised from time to time. In consideration of opening and/or maintaining my account, I acknowledge and agree to the terms and conditions, as follows:

1. I fully understand that the trading signals and recommendations are originated and produced by the program provider and not by ACFX; thus, ACFX is solely responsible for using commercially reasonable efforts to execute orders according to signals generated and received from the System without making any further enquiries or requesting confirmation from me.
2. ACFX cannot guarantee the System’s performance or that I will make profit from the ST System. I agree that ACFX will not be held responsible for the ST System’s performance or trading results (i.e. losses) incurred in my account as a result of my trading pursuant to the ST System.
3. I declare that my decision for using the ST System is an informed one taken after carefully considering any risks involved in trading Contracts for Difference. I confirm that I have made inquiries and conducted research into the ST System sufficient to make an informed investment decision.
4. 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 the ST System 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.
5. I am also aware that because the risk factor is high in Forex market trading, can result in the loss of all my invested capital.

Risk Warning: Before deciding to trade, please ensure that you understand the risks involved and take into account your level of experience.

6. I understand and accept that there is no system that is free from any errors. I confirm that under no circumstances neither ACFX nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of the ST System or trading losses in my account as a result of using the ST System.
7. I further understand that by using a third-party developed system whereby Program Provider is receiving volume based commission, that there are potential risks such as trades being placed for the purpose of generating markups and rebates to the Program Provider. I am aware that it is my responsibility to monitor the trades placed through the ST System.
8. I understand that using the ST System to generate trading signals exposes me to risks associated with the use of computers and data feed systems relied on by ACFX. 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 ACFX harmless from any losses in my account associated with these risks. Absent willful or wanton misconduct, neither ACFX nor any of its officers, directors, vendors, employees, agents, associated persons or ACFX personnel will be liable for any such breakdown or failure.
9. I hereby consent to personal information about my account and information concerning my trading being available to Program Provider in connection with the ST System.
10. I agree to hold harmless ACFX, its officers, directors, employees, consultants, agents, affiliates or other partners for any act or omission in the course of or in connection with the Letter or in connection with my participation in the ST System. I shall indemnify ACFX, its officers, directors, employees, consultants, agents, affiliates or other partners from any loss(es) and/or liability that may occur in relation to the Letter provided that such loss(es) and/or liability did not result from gross negligence or intentional misconduct.

3. POWER OF ATTORNEY

1. By signing below, I grant Limited Power of Attorney in favour of ACFX solely for the purpose of entering orders in accordance with the signals generated by the ST System. If the ST System 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 ACFX client is using the same system or service as My ST System, I acknowledge ACFX may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. ACFX shall not be responsible for mechanical or communication line failure, system errors, data failure or any other causes beyond its control. I acknowledge that ACFX can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. ACFX shall not be held responsible for the execution of the order at the price indicated or otherwise).
2. ACFX may act upon the authority given by this letter of direction until I revoke the authority by written notice addressed and actually delivered to ACFX. This revocation of authority must be delivered by submitting ACFX's "Revocation of Letter of Direction" form. ACFX may also terminate the authorisation over the account at any time for any reason in its sole discretion. In the event that ACFX terminates the trading authorisation over my account, ACFX will provide me with notice in accordance with the terms of business. 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 ACFX. I shall permit ACFX where applicable, to execute offsetting orders for open positions in my account at the time the Letter of Direction is terminated.

3. ACFX will hereby facilitate all the payment instructions without further direction or confirmation from the Provider or client, unless and until this agreement is terminated. 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.
4. ACFX shall not be held responsible or liable for any miscalculation or non-payment of said Fees for any reason whatsoever.
5. In connection with my ACFX trading account carried by Atlas Capital Financial Services Limited, ("ACFX"), 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.
6. This Agreement shall be governed by and construed in accordance with the laws and or regulations of Cyprus without giving effect to its conflict of laws principles. The adjudication of any dispute related to the agreement shall be exclusively under the jurisdiction of courts located in Cyprus.

4. FEES

Your account will include the following markups for using ST System.

Markups are as follows:

Majors: 1.3 Pip Markup

Minor and Exotics: 2 Pip Markup

Please note: Any Fees, Commissions, Markups and/or Charges may be revised from time to time, without any previous notice.

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I hereby acknowledge that I have read and consent to the statements listed above. I hereby agree that I understand and certify that I have the financial resources to enter into this agreement. I acknowledge having received, read and understood the foregoing letter of direction and the relevant risk disclosures.