



Limited Power of Attorney

Version: 5

Date: January 2018
STO

AFX Markets Ltd
(FCA)

LIMITED POWER OF ATTORNEY

I, the undersigned (the "Client"):

IF INDIVIDUAL:

FIRST NAME:	LAST NAME:
DATE OF BIRTH:	PLACE OF BIRTH:
NATIONALITY:	MARITAL STATUS:
PASSPORT NUMBER:	
DATE OF ISSUE:	DATE OF EXPIRY:
ADDRESS:	P.O. BOX:
CITY:	POSTAL/ ZIP CODE:
COUNTRY:	
BUSINESS PHONE:	MOBILE PHONE:
FAX:	E-MAIL:

OR IF COMPANY:

COMPANY NAME:	
TYPE OF COMPANY:	VAT:
REGISTERED OFFICE:	REGISTER N°:
P.O. BOX:	POSTAL CODE:
CITY:	COUNTRY:
BUSINESS TEL:	FAX:
E-MAIL:	
POSTAL ADDRESS (if different from above):	
P.O. BOX:	POSTAL CODE:
CITY:	COUNTRY:
TAX DOMICILE:	

LEGAL REPRESENTATIVE (s)

FIRST NAME:	LAST NAME:
DATE OF BIRTH:	PLACE OF BIRTH:
NATIONALITY:	MARITAL STATUS:
PASSPORT NUMBER:	
DATE OF ISSUE:	DATE OF EXPIRY:
ADDRESS:	P.O. BOX:
CITY:	POSTAL/ ZIP CODE:
COUNTRY:	
BUSINESS PHONE:	MOBILE PHONE:
FAX:	E-MAIL:

FIRST NAME:	LAST NAME:
DATE OF BIRTH:	PLACE OF BIRTH:
NATIONALITY:	MARITAL STATUS:
PASSPORT NUMBER:	
DATE OF ISSUE:	DATE OF EXPIRY:
ADDRESS:	P.O. BOX:
CITY:	POSTAL/ ZIP CODE:
COUNTRY:	
BUSINESS PHONE:	MOBILE PHONE:
FAX:	E-MAIL:

hereby appoint and constitute “ _____ ” as my/our true and lawful attorney-in fact (the “Attorney”) with the powers indicated below:

Powers of the Attorney:

- A. Enter into, edit, and close transactions with STO and to place, edit and delete orders of any type and whether attached or not to any existing open transaction on the Account on behalf of the Client whether orally, in writing or via the electronic trading platform;
- B. Set, edit and delete all dealing preferences relating to the Account, for example but without limitation, enabling trailing stops, one click trading, mirror trading;
- C. Communicate with STO on behalf of the Client regarding any complaints or disputes that the Client may have against STO regarding the Account;
- D. Transfer money between the Account(s) and between any other accounts that the Client holds with STO. For the avoidance of doubt, the Attorney is not permitted to instruct STO to transfer money outside STO or to accept money from outside STO;
- E. Accept any amendments to STO’s terms of business, including STO’s Customer Agreement, on behalf of the Client except where such power would result in a conflict of interest for example but without limitation regarding the Power of Attorney management and performance fees.

Substantial Terms of the Limited Power of Attorney:

1. The Attorney, personally and without right of substitution, is hereby granted any and all powers necessary to operate the Account in the name and on behalf of the Client, so that the Attorney may legally represent the Client in dealings and transactions with STO in compliance with the agreement entered into by the Client and STO under which the Account was opened (the “Agreement”), subject to the terms and limitations contained herein.
2. The aforementioned Attorney represents that they have all of the applicable legal and regulatory approvals, authorisations and permits, if required.
3. The Attorney acknowledges that the Account and all transactions entered into on the Account are governed by STO’s Customer Agreement and the Attorney agrees to comply with and be bound by the STO’s Customer Agreement when acting with STO on behalf of the Client.
4. Not in limitation of the generality of the foregoing, the Attorney will have full powers and authority to give STO sale, purchase and other orders and instructions relating to the Account and to enter into contracts with STO covering all financial instruments (including, without limitation, spot forex, commodity, oil, precious metal and index CFDs) which the Client can trade under the Agreement with respect to the

Account, with no need for prior consent or approval by the Client. The signature and all declarations and actions made or taken by the Attorney shall be fully binding upon the Client for all legal effects.

5. The Client expressly acknowledges that the commitments resulting from such transactions may substantially exceed the margin and/or the total value of the Client's assets with STO.
6. The Attorney is not authorised to transfer or cause to be paid or delivered to the Client or other parties any money, securities, precious metals and other assets held in the Account. The Attorney may not require STO to close the Account or terminate the Agreement. Nor may the Attorney request to be removed as Attorney whilst any position remains open or any or pending orders remain on the platform.
7. The Client gives the right to transmit buy/sell orders to STO and other type of instructions relating to the account and underlying agreements with STO for all types of financial products only to the Attorney. STO may transmit client data to the Attorney by electronic means, using the STO own or third-party networks (including the Internet). STO is also authorised to grant the Attorney electronic access through such networks to the client data stored in STO's own computer system and to allow the Attorney to place order by electronic means.
8. The Client hereby authorises STO to make payments to the Attorney by debiting the Account, as per the instructions that the Client will provide to STO in writing. The Client may change or revoke such instructions at any time by notice in writing to STO. The Client commits to continuously monitor such payments and the performance of the Account.
9. The Client ratifies and accepts full responsibility and liability for all instructions given to STO by the Attorney (and for all transactions that may be entered into as a result) and will indemnify STO and keep it indemnified against any loss, damage or expense incurred by STO as a result of its acting on such instructions. This indemnity shall be effective:
 - i. whatever the circumstances giving rise to such loss, damage or expense; and
 - ii. whatever the knowledge, acts or omissions of STO in relation to any other account held by any other person or body (including the Attorney) with STO.
10. All act performed by the Attorney under this Limited Power of Attorney shall be fully binding upon the Client. The Client hereby releases STO fully and in advance from any responsibility and liability for any of the Attorney's act and/or omission. The Client further agrees that they will indemnify STO for loss, damage or expense incurred by STO in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of STO or its other Clients or for reasons of market integrity, be reversed.
11. The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, STO has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Client accepts that if STO chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, STO will not exercise oversight or control over instructions given by the Attorney and the Client accepts full responsibility and liability for the Attorney's actions in such circumstances.
12. The Attorney acknowledges the limited nature of this Power of Attorney, as set out in the preceding paragraph, and the Attorney agrees not to take any action that would or may fall outside the power granted herein.
13. The Attorney will indemnify STO and keep it indemnified against any loss, damage or expense incurred by STO as a result of:
 - i. STO acting on instructions of the Attorney that fall outside the power granted herein; or
 - ii. the Attorney's breach of any term of this Power of Attorney. Whether or not the Attorney may use its own discretion, when dealing on behalf of the Client, under this Power of Attorney is a separate matter, to be determined between the Attorney and the Client. STO is not required to investigate

or make enquiries regarding such matters. STO, acting in its absolute discretion, may decide that it will no longer accept instructions from the Attorney in relation to the Account. If STO does so, it must provide reasonable notice to the Client. STO need not specify its reasons for no longer accepting instructions from an Attorney, but for the avoidance of doubt such reasons may relate to the Attorney's personal dealings with STO, for example but without limitation, if the Attorney owes money to the Firm on its own account.

14. This Limited Power of Attorney shall not expire upon the death of the Client or the Client (if an individual) being legally declared missing and presumed dead or in the event of the Client's incapacity to act or bankruptcy. The Limited Power of Attorney shall remain valid towards STO until receipt by STO of a written revocation. Any such notice shall not be effective until two working days after it is received by STO. In case of the Client demise, the Limited Power of Attorney can be revoked by a legitimate heir at any time. This Limited Power of Attorney shall be governed by the laws of England and Wales. The place of performance and the place of jurisdiction for any proceedings whatsoever, including for the Client domiciled abroad, is London, United Kingdom. However, STO retains the right to file an action in the country of domicile of the Client or before any other competent court.
15. AFX Markets Ltd. acting as agents of AFX Capital Markets Ltd. ("AFX") trading as STO is not responsible for the selection or actions of the Power of Attorney. STO only provides the platform and the liquidity, acting in its capacity as an execution only venue. By being appointed under this document as the Attorney, he/she/it accepts that as the, is responsible for his/ her/ its own actions and accepts that as part of this but not exclusively, she/ he/ it is required to continue to ensure that the products offered by STO and the investments undertaken are suitable for the Client's risk appetite and the Attorney and the Client are able to participate in trading under local laws and regulations. The Client agrees to:
 - i. indemnify STO for any losses, damages, costs and/or expenses, including Attorney's fees arising from this document;
 - ii. that STO is not responsible for any action or omission caused by the Power of Attorney;
 - iii. that they are fully responsible for the choice in Attorney and accepts they should continue to monitor trade activity.
16. This Deed may be executed in two counterparts, which together will have the same effect as if the Client and Attorney had signed the same document. The Client and/or the Attorney may deliver an executed copy of this Deed to the Firm by facsimile transmission or by emailing a scanned copy of the executed Deed to the Firm, and such delivery shall have the same force and effect as delivery of an original signed copy of this Deed.

Risk Warning: Forex and CFDs are leveraged products which incur a high level of risk. You should not risk more than you are prepared to lose. Please ensure your understanding of the risks involved and take into account you and your Power of Attorneys level of experience before deciding to trade. Seek independent advice if necessary.

The Fee Structure

The Client authorises AFX to set up its trading account with the following instruction:

Stop-out MT4: _____% on deposited amount

Leverage MT4: _____

Management Fee: _____%HWM paid _____.

Performance Fee: _____% HWM paid _____.

Please Complete and Return this full document including the next two pages and return to:
customerservice@stofs.co.uk

THIS POWER OF ATTORNEY IS EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON
THE DATE OF THE LAST SIGNATURE BELOW.

Date

Date

The Attorney

The Client

Signature

Signature

Stamp
(if applicable)

Stamp
(if applicable)