



**FMS MARKETS**  
FORGING NEW MARKETS



# POWER OF ATTORNEY

WEBSITE



[www.fmsmarkets.com](http://www.fmsmarkets.com)

## **POWER OF ATTORNEY**

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FMS Markets fund manager is legally authorized and has been granted an unlimited power to freely setup any subaccount(s), to give instructions and orders, including to buy, to sell or otherwise to trade any type of transactions on leverage basis or without leverage, on the Client's behalf with respect to all assets deposited and/or kept on books on the Client's account(s) opened with FMS Markets. Hereinafter, all and any accounts and subaccounts opened with FMS Markets by the Client and/or by the FMS Markets fund manager or any authorized person on the Client's behalf are referred to all together as "the Account".

The FMS Markets fund manager may undertake any other steps he believes necessary or useful for the administration of all assets on the Account.

The FMS Markets fund manager shall be authorized to instruct any payments from the Account and/or to withdraw and/or pledge any assets on the Account. However, payments and withdrawals from the Account may only be made in favor of an account open in the Client's name with another bank or regulated financial intermediary.

## **DISCHARGE FOR INSTRUCTIONS AND USE OF TELECOMMUNICATION MEANS**

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In addition to trading orders online, the Client authorizes FMS Markets to accept from the FMS Markets fund manager any form of instruction, whether verbal, by telephone, telegram, telefax, cable, e-mail or by any other electronic means of telecommunications and releases FMS Markets from any liability in respect of consequences arising out of the use of telecommunication means.

The Client understands that FMS Markets, whilst receiving instructions and/or accepting orders from the FMS Markets fund manager, is not liable for risks that such process may entail, in particular the risk of errors in transmission or misunderstanding, alteration and duplication. FMS Markets shall have no liability of any kind in case of abuse or falsification by any non-authorized third party of the identification procedure and hereby fully discharges FMS Markets from any liability for losses arising from such abuses.

## **MONITORING DUTIES**

FMS Markets has no insight in the instructions, if any, given by the Client to the FMS Markets fund manager and has no duty whatsoever and will not monitor, analyze, interfere in, or opine on, the instructions and/or transactions executed by the FMS Markets fund manager on the Client's behalf. FMS Markets has no duty to inform or to alert the Client in relation with the instructions or orders given by the FMS Markets fund manager and/or regarding the trading activity performed by the FMS Markets fund manager. (FMS Markets will not be held liable for any losses incurred by the Client as a result of the FMS Markets fund manager's violation of his responsibilities and/or noncompliance by the FMS Markets fund manager with instructions given by the Client).

The Client further undertakes to monitor and to control regularly and frequently the FMS Markets fund manager's activity on the Account, if any, in particular by accessing online reports made available by FMS Markets.

## **CLIENT'S DUTIES**

The Client shall be fully responsible and liable for all actions and/or omissions of the FMS Markets fund manager and expressly ratifies any transaction which has been or will be executed on instructions given by the FMS Markets fund manager on the Client's behalf with regard to any assets on the Account. The Client shall be fully responsible and liable for any overdraft resulting on the Account from instructions or orders placed by the FMS Markets fund manager.

