

## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney between [\_\_\_\_\_ ]  
(the “Client”), a client of [FxWinning Limited] , a brokerage firm that owns and operates the website www.fxwinning.pro (the “Firm”), and [TWT Advisors] (the “Representative”) provides Representative certain authority as specifically designated below, allows Client to follow certain trading activity at the Firm by the Representative, and otherwise sets forth various related acknowledgements, duties and obligations of the Client, the Firm, and the Representative (collectively the “Parties” or each individually a “Party”). Client acknowledges that the Firm and the Representative each have and will rely upon the Client’s representations in this document to permit it to trade at the Firm and to follow the trading activity of the Representative at the Firm.

Important: This Limited Power of Attorney is a legally-binding document that Client provides to the Firm in accordance with the terms and conditions contained in the Service Agreement, as described below, between the Client and the Firm.

### 1. Details of the Client – Individual.

>1.1 Full name of the Client:

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>1.2 Identification no./Passport no.:

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>1.3 Residence Address:

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>1.4 Registered E-mail:

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## **2. General Provisions**

2.1 By signing this Limited Power of Attorney (“LPOA” or the “Agreement”), the Client agrees to authorize the Representative to act as Client’s attorney-in-fact and in-law for the limited purposes described below, regarding services offered by the Firm.

2.2 This LPOA becomes effective to direct Client’s activity with the Firm once received and accepted as valid by the Firm but not before the Firm has approved the Client and has completed all the relevant Know-Your-Customer and Anti-Money Laundering procedures and has satisfied any other regulatory requirements.

2.3 The Client has already entered or will enter into a binding agreement with the Firm to open a trading account by accepting the Service Agreement, which includes, *inter alia*, the Terms and Conditions, the Client Agreement and any attached Annexes, the Order Execution Policy and any other documentation uploaded on the Firm’s website, as may from time to time be amended by the Firm (collectively referred to as the “Service Agreement”).

2.4.(a) The Client understands that the Firm does not participate, in any way, in trading and/or other decisions made by the Representative and/or does not make any representations or warranties and/or assume any obligations with regard to the actions and/or omissions of the Representative, whether made negligently, innocently and/or fraudulently. The Client understands that the Client shall have no claim whatsoever against the Firm for any actions of the Representative.

(b) The Client understands that the Representative does not recommend any trading activity to the Client nor make any representations or warranties and/or assume any obligations with regard to the actions and/or omissions in which it may engage, either made negligently, innocently and/or fraudulently. The Client understands that the Client shall have no claim whatsoever against the Representative for any of actions of the Representative. The principal purpose of this LPOA is to allow the Client to follow the trading activity of the Representative in its account with the Firm, understanding that Representative makes no recommendation to Client with regard to such trading activity nor does Representative control such activity in Client’s account but rather permits client to follow Representative’s activity in its own account if Client wishes to do so in Client’s sole discretion.

2.5 The Client acknowledges that it shall seek independent legal and/or financial and/or tax advice in relation to the content of this LPOA and/or any other document associated with this LPOA. Nothing in this LPOA constitutes a recommendation, or offer to buy or sell an investment, or an inducement to trade, and the Firm and the Representative shall not be held liable for any losses incurred by the Client.

### **3. Limited Power of Attorney**

3.1 The Client understands and accepts that the Representative shall be entitled and authorized to have the powers granted herein, in accordance with the Service Agreement with the Firm. The Client agrees to ratify such instructions, as if performed by themselves. Therefore, the Firm, prior to execution, is under no responsibility to confirm such instructions with either the Representative or the Client. The Client understands that the Firm will facilitate the Client's transactions which shall follow those of the Representative's in its own account referenced below without further direction and/or confirmation from the Client or Representative.

3.2 The Client declares that Client's decision in appointing Representative on Client's behalf is an informed one taken after Client has carefully considered the risks involved in currency trading, including, through contracts for difference ("CFDs"), as defined in more detail below, when permitted.

3.3 The Client consents and authorizes the Firm to disclose to the Representative any personal information and trading related information necessary to effect the intent of the LPOA, which is for the Client to trade Client's account with the Firm to follow the trading activity of the Representative's own account with the Firm as identified below.

### **4. Additional Client Acknowledgements.**

4.1 The Client acknowledges that variable income is any type of investment that does not guarantee either a fixed gain or the return of the total invested. Client acknowledges that it considered how currency trading works; to the extent relevant, how CFDs work; and that Client risks losing all money invested with the Firm.

4.2 The Client acknowledges that all information it has provided in this LPOA is accurate, and that all acknowledgements and agreements it has made in this LPOA are freely and competently given.

4.3 The Client acknowledges that no guarantees of earnings from its account with the Firm were ever promised by anyone and that Client has no relationship with the Firm or the Representative except through the Client's trading account created through the Service Agreement.

4.4 The Client understands and acknowledges that the trades that Representative makes through the Firm and the Firm's execution of those trades are made electronically with the assistance of computer software and not directly by any licensed manager of the Firm. The Firm's direction under this LPOA is to follow the Representative's trading direction in its own account and to follow subsequently that trading in the Client's account.

**RISK WARNING AND LEGAL LIMITATION:** Contracts for Difference (“CFDs”) are complex financial products that are traded on margin. Trading CFDs poses a high-level of risk of loss since leverage can work both to Client’s advantage and disadvantage. As a result, CFDs may not be suitable for all investors because Client may lose all invested capital. Client should not risk more than Client is prepared to lose. Before deciding to trade, Client needs to ensure that Client understands the risks involved taking into account Client’s investment objectives, level of experience and personal financial situation. Past performance of CFDs is not a reliable indicator of future results. Most CFDs have no set maturity date. Hence, a CFD position matures on the date Client chooses to close an existing open position. Client should seek independent advice, if necessary. Neither the Firm nor the Representative, which is independent of the Firm, provide any investment advice and/or investment recommendation. Also, Client acknowledges that nationals of certain countries may not be allowed to trade in CFD’s. Client’s compliance with its nation(s) securities, commodities, and related regulation is the Client’s sole responsibility. Neither the Firm nor the Representative are or may be held responsible for the Client’s compliance with such law or regulation.

## **5. Additional Risk Disclosure**

The Client acknowledges and understands that currency trading involves the potential loss of Client’s entire investment as well as any gain and that some of the major, though not all risk factors, include:

Exchange Rate Risk

Interest Rate Risk

Credit Risk

Country and Liquidity Risk

Leverage Risk Transactional

Risk

Risk of Ruin

Risks of Acts of God or Force Majeure

The Client acknowledges that it should engage its own professionals in understanding and considering such and other related risks, including by performing its own due diligence with regard to foreign currency and related trading through the Firm or otherwise.

## **6. Powers Granted to Representative**

I, the Client, hereby ratify and confirm all and any of the following acts to be performed by the Representative as having been performed by myself.

The Representative shall be allowed to share anonymously through the Firm the currency and related trading in its Account Number (MT5): with the Client's account with the Firm so that the Firm may allow such activity to be followed in Client's account. The powers shall also enable, to the extent necessary, the Firm to disclose to the Representative any account-related information of the Client.

## **7. Revocation of this Limited Power of Attorney**

7.1 This LPOA is for an indefinite period of time, unless terminated in accordance with the Service Agreement and/or this LPOA and/or any other agreement effective between and/or among the Parties. The Client acknowledges and agrees that this LPOA may be revoked immediately and without prior notice by either the Representative or the Firm at any given time, for any or no reason, including but not limited to instances where the Service Agreement is terminated. Such termination should be communicated to the Client by the terminating Party at the Client's registered email address set forth above. The Client may, at any time, request the revocation of this LPOA by completing the relevant revocation form(s) of the Firm and transmitting them via e-mail through their registered e-mail. It is the sole responsibility of the Client to communicate the revocation of this LPOA to the Firm and to request the closure of open positions, if any. Such revocation of the LPOA will become effective with regard to the Client's obligations once received by the Firm, provided that the above-mentioned conditions, are met. Revocation of this LPOA shall not relieve the Client of any liability which has arisen for any transaction initiated prior to such revocation.

## **8. Cooperation; Confidentiality.**

8.1 Client agrees to cooperate with each other Party and with all appropriate governmental authorities having the requisite jurisdiction in connection with any investigation or inquiry relating to this Agreement. Client agrees that the terms of this LPOA are strictly confidential among Client, the Representative, and the Firm. Client recognizes and

acknowledges that Client shall or may receive in the course of its relationship with the other Parties hereunder certain confidential information concerning another Party's business and affairs which may be of great value to another Party, including but not limited to the terms of this LPOA and the trading directives of the Representative ("Confidential Information"). Client therefore agrees that:

8.2 Neither Client, nor anyone acting on any Client's behalf hereunder, including the Representative (whether agents, servants, employees, contractors, officers or otherwise), shall disclose any Confidential Information to any third-party other than to professional consultants for whom such disclosure is privileged, except as may be requested by another Party whose Confidential Information is at issue, as may be required by legal process, or in the performance of a Party's obligations hereunder; or in any way use such information in any manner which could adversely affect another Party's business.

8.3 This clause shall survive expiration or termination of this Agreement and shall remain in full force and effect with regard to the Parties hereto. In the event of a breach of the terms of this clause, the Firm and Representative, in addition to any other right or remedy, may, within ten (10) days after receiving knowledge thereof, terminate this Agreement and be relieved of any further obligation hereunder except for obligations initiated prior to the date of termination.

## **9. Illegal Activity; Limitation Upon Liability; Indemnification; Hold Harmless; Choice of Law; Venue; Amendment.**

9.1 **Illegal Activity.** Client is strictly prohibited from engaging in any activity in connection with the Client's Account or the LPOA which is, or may be interpreted as, fraud or other illegal activity, whether civil, administrative or criminal ("Impermissible Activity"). Under no circumstances will a Party be responsible for the Impermissible Activity of another Party.

### **9.2 Indemnification**

- (a) Client indemnifies the Firm and the Representative and all of their respective directors, members, partners, officers, employees, agents, trustees, advisors, consultants, and attorneys ("Indemnified Parties" or each individually an Indemnified Party) against and hold the Indemnified Parties harmless from any and all losses, claims, damages, liabilities or expenses (including reasonable counsel fees and expenses from transactional and litigation- or arbitration-related matters, at all levels of legal or quasi-legal proceedings) (collectively "Losses") arising out of or by reason of any such Impermissible Activity of Client or any action or inaction by Representative in undertaking Client's direction under the LPOA and for any breach of Client's representations under this Agreement, any act or omission by Client which is a violation of applicable statutes, laws or regulations or arising from Client's negligence or willful misconduct, or the provision or misuse, directly or indirectly of the Firm's services or

the Representatives' allowance to follow its trading activity by Client or its directors, members, partners, officers, employees, agents, and trustees.

- (b) The foregoing indemnification obligations shall survive termination or expiration of this Agreement.
- (c) After receipt by an Indemnified Party of notice of the commencement of any action, if a claim in respect thereof is to be made against Client, the Indemnified Party shall promptly notify the Client in writing of the commencement thereof as soon as practicable after the summons or other first written notification giving information of the nature of the claim has been served upon the Indemnified Party; provided that the failure to so notify the Client will not relieve the Client from any liability under this section, except to the extent that the omission results in a failure of actual notice to the Client and the Client is damaged solely as a result of the failure to give such notice. the Client upon the request of the Indemnified Party, shall retain counsel satisfactory to the Indemnified Party to represent the Indemnified Party in the proceeding, and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (1) the Client and the Indemnified Party shall have mutually agreed to the retention of such counsel or (2) the named parties to any such proceeding (including any impleaded parties) include both the Client and the Indemnified Party and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them. the Client shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the Client agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

9.3        Hold Harmless. The Client agrees that Client shall hold harmless both the Firm and the Representative, and their respective directors, members, partners, officers, employees, agents, trustees, advisors, consultants, and attorneys from and against any loss and/or liability that may arise in relation to this LPOA.

9.4        Choice of Law; Venue; Jurisdiction. This LPOA shall be interpreted and enforced under the laws of the State of Delaware of the United States of America without regard to the choice of laws provisions thereof. Venue and jurisdiction for any legal action under or relating to this LPOA shall be in the Federal and/or state courts of the State of Florida of the United States of America sitting in or otherwise responsible for matters in Miami, Florida, and no party thereto shall be heard to seek an alternative to said jurisdiction and venue, including but not limited to any such alternative based on the doctrine of forum non conveniens. This choice of court venue, however, does not replace the arbitration provision in this LPOA which shall govern all disputes but recognizes that a Party may seek the assistance of a Court in connection

with a dispute otherwise addressed through arbitration, especially, though not limited to, seeking and obtaining injunctive relief in aid of arbitration.

9.5 No provision of this Agreement may be changed, waived, discharged or terminated orally, including but not limited to any account number or other reference designation, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

9.6 Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

9.7 If you violate the Agreement or if you use the Service illegally in violation of the laws and regulations of your jurisdiction we will have the right to suspend or terminate your use of the Software Service at any time. All risks, losses or consequences caused by the above factors will be borne by the customer only.

## **10. Arbitration**

10.1 Arbitration Center and Rules. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, as may be amended from time to time. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

10.2 Arbitral Panel. The arbitration shall be conducted before a tribunal composed of three neutral arbitrators each of whom shall sign an oath agreeing to be bound by the code of ethics for arbitrators in commercial disputes promulgated by the AAA for neutral arbitrators regardless of the manner of any arbitrator's appointment. Each Party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment, and deliver written notification of such appointment and acceptance to the other Party within 30 days after delivery of the notice of arbitration. The Parties shall then come to an agreement to appoint the presiding arbitrator of the tribunal within 30 days following the appointment of the last arbitrator. If the parties cannot come to an agreement on the appointment of the presiding arbitrator, the American Arbitration Association shall appoint the presiding arbitrator.

10.3 Language. The language of the arbitration shall be English.

10.4 Seat. The seat of the arbitration shall be Miami, Florida.

10.5 Waiver of Class Action. The arbitral panel shall be strictly bound by the provisions of Section 11 of this Limited Power of Attorney.



## **11. Waiver of Class Action**

11.1 THE CLIENT HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE ARISING

OUT OF OR IN CONNECTION WITH THIS LIMITED POWER OF ATTORNEY: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. The Parties agree that no arbitrator shall have authority to conduct any arbitration in violation of the class action waiver or to issue any relief that applies to any person or entity other than the Client individually. The parties acknowledge that this class action waiver is material and essential to the arbitration of any claims and is non-severable. If the class action waiver is voided, found unenforceable, or limited with respect to any claim for which the Client seeks class-wide relief, then Section 10 of this Limited Power of Attorney shall be null and void with respect to such claim, subject to the right to appeal the limitation or invalidation of the class action waiver. However, Sections 10 and 11 shall remain valid with respect to all other claims and disputes. The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.

## **12. Client's Specific Account Authorization to Firm**

- a) Client authorizes the Firm to allow Client's account to follow the trades made by Representative's account.
- b) Client agrees to allow the Firm to pay to Representative for Software licensing fee **50%** of the monthly gain, if any, in Client's account.

Furthermore, I understand that in the event that no profits are made in my account with the Firm, no fee will be charged or paid to Representative.

I hereby confirm that I have carefully read and understood the content of this LPOA in addition to the Service Agreement and other documentation received from the Firm during the on-boarding process, including any subsequent amendments and agree to be legally bound by them.

**IN WITNESS WHEREOF**, the Client has caused this Agreement to be executed as of the day and the year first written above.

**The client understands that by signing this contract the investment will be retained for a period of 1 year, with the possibility of withdrawing the yield generated in 3 months, there will be no possibility of making any type of internal transfer or withdrawal under the aforementioned terms. You can only make additions to the capital that will still have the fixed term of the initial capital. He will have a 30% penalty of the total capital in case of requesting a withdrawal of the entire balance. Said contract must be signed annually.**

**Full name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

REF:154376

**TWT ADVISORS**



