



LETTER OF DIRECTION / LIMITED POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION / DEBIT AUTHORIZATION

The Undersigned account holder(s) ("Client") \_\_\_\_\_,

authorizes Eclipse Finance ("EF") to execute trades in the Client account at the direction of the Money Manager

\_\_\_\_\_.

**Trading Authorization** Money Manager Authorization. Client Authorizes Money Manager to execute trades in Client's account(s) for the purchase and sale of online binary option assets, except that said Money Manager is not authorized to withdraw any money either in the name of the Client or otherwise. EF Authorization. (1) Client authorizes EF to take such actions as EF deems reasonably necessary to carry out instructions EF receives from client and Money Manager. The Client further authorizes EF, acting upon Money Manager's instructions, to execute transaction for the Client's account to purchase and sell online binary option assets; (2) Client authorizes EF to deduct, fees and/or commissions on a per trade or other basis from Client's account on behalf of Money Manager.

**Client Acknowledgements.** Client hereby acknowledges and agrees that (1) Client (and not EF) is responsible for investigating and selecting Money Manager (2) Client will diligently scrutinize all account activity in Client's account(s); (3) EF and its officers, employees and agents will not control Money Manager's actions, are in no way responsible for any loss to Client caused by the actions of Money Manager and that EF does not, by implication or otherwise, endorse the operating methods of Money Manager; (4) EF has no duty to supervise or monitor trading by Client or by Money Manager in Client's account(s); and, (5) EF will provide Client written confirmations of trades executed through account statements of all activity in Client's account(s).

**Money Manager Representations and Acknowledgments.** (1) Money Manager is authorized by Client to execute trades in Client's account for the purchase and sale of online binary option assets; (2) Money Manager is not hereby authorized to withdraw any money, either in the name of the Client or otherwise; (3) Money Manager is obligated to provide, upon Client's request, such account information and account statements detailing the overall management of the account and commission charged.

**EF Indemnity.** Client and Money Manager hereby agree to indemnify and hold EF, its affiliates, employees, agents, and successors harmless from and against all liabilities, claims, losses, damages, costs and expense,

including attorneys' fees, arising directly or indirectly from any activities and authorizations described in this Limited Power of Attorney.

**Money Manager Compensation.** Client understands that MM may charge Client to manage Client's trading activity and that compensation will be in the form of fees charged on a per trade or other basis, as specified in the Fee Acknowledgement/Debit Authorization below, which is the Client's responsibility to inquire regarding compensation terms. Client understands that such compensation could create a conflict of interest for Money Manager in that there may have an incentive to place trades to generate compensation. Client understands and accepts this conflict of interest and waives any objections to it against EF. Client authorizes EF to deduct fees on behalf of Money Manager as provided in the Fee Acknowledgement/Debit Authorization section. Client agrees that EF reserves the right to limit the amount of commissions and fees charged by Money Manager in accordance with applicable rules and standards of the binary option industry.

**Client Order Placing Rights.** This trading authorization over Client's account(s) does not limit nor restrict client from placing a trade as client account owner to open or close any open position(s) directly with EF. Client may contact and communicate directly with EF to authorize EF to close any open position due to conflict with Money Manager with instructions in electronically written format or recorded voice instructions.

**Termination of Authorization.** This trading authorization over Client's account(s) is continuing and shall remain in full force and effect until actual receipt by EF of written revocation by Client or the Money Manager holding the authorization. Such revocation shall not affect any obligation or liability in any way resulting from contracts or transactions initiated prior to such revocation. Client and Money Manager understand that EF reserves the right to terminate a Money Manager's access to Client's account in any circumstances that EF deems appropriate for its protection or Client's protection in EF's sole discretion.

FEE ACKNOWLEDGEMENT / DEBIT AUTHORIZATION

Client hereby ratifies and confirms to compensate Money Manager for services and hereby authorizes EF to debit Client's trading account and credit these fees to Money Manager according to the following terms*:	Date (DD/MM/YYYY)
Performance Compensation: _____ % of Profit per month	Start Date: ____/____/____
Other (must be approved by EF): _____ per month	End Date: ____/____/____
*The terms of compensation indicated for the Money Manager on this Limited Power-of-Attorney are wholly separate from the terms of compensation indicated for the Introducing Broker. EF shall not be liable for compensating Money Manager in the event a Client's account lacks sufficient funds.	Client Account Number: _____

AUTHORIZED SIGNATURES

Client (Account Owner) The undersigned(s) acknowledge having received, read and understood this Limited Power-of-Attorney, agrees to all of the provisions contained herein.		
Print Name _____	Signature _____	Date (DD/MM/YYYY) ____/____/____

MONEY MANAGER

Print Name _____	Signature _____	Date (DD/MM/YYYY) ____/____/____
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Will the new account be placed under an existing trader username?	( ) Yes	( ) No
If yes. Please provide the trader username for the client account to be assigned to: _____		