

## **Limited Power of Attorney**

This Power of Attorney (the "**POA**") is granted by \_\_\_\_\_\_ (Name of client, individual or company) (The "**Client**") to **DT direct investment hub LTD**, from 74 Archiepiskopou Makariou C', Amaranton Court, 2nd Floor, Mesa Geitonia, Limassol ("**DupliTrade**").

## WHEREAS:

- A. The Client has established an account with Ava Trade (the "Account" and "Ava" respectively);
- B. The establishment and operation by the Client of the Account with Ava is subject to Ava's terms and conditions which have been accepted and acknowledged separately by the Client (the "**Terms and Conditions**"); and
- C. Client wishes to use DupliTrade's trading platform and to instruct DupliTrade to stream trading activity from various strategies available on DupliTrade's platform to the Account, at Client's sole discretion.

It is hereby agreed as follows:

- 1. The Client hereby authorises DupliTrade to apply its trading platform to purchase and sell (including short sales) foreign currencies and CFD's on margin for the Client's Account and risk, as shall be available from time to time.
- 2. The Client acknowledges and understands that further to the Terms and Conditions, Ava is authorized to follow the instructions of DupliTrade in every respect concerning the Client's Account with Ava, except that DupliTrade is not authorized to withdraw any money, securities or other property either in the name of the Client or otherwise.
- 3. Client acknowledges that Ava has not solicited, or in any other way recommended, his/her participation in trading in the Account pursuant to any particular trading system including this DupliTrade POA. Client is aware that Ava has a controlling ownership interest in DupliTrade; however, Ava does not endorse or vouch for the background or track record of DupliTrade. Client has made inquiries and conducted research sufficient to make an informed investment decision.
- 4. Client accepts full responsibility and liability for all DupliTrade's instructions (and for all transactions that may be entered into as a result) and understands that Ava and its officers, employees and agents are in no way responsible or liable for the performance, trading losses or any expense incurred in Client's Account as a result of trading pursuant to such instructions and/or any loss to Client caused by the actions of DupliTrade. Client agrees to indemnify and hold Ava, its officers, employees and agents harmless from and against all liabilities, losses, damages, costs and expenses, including attorney's fees that arise directly or indirectly from following DupliTrade's instructions on Client's Account and Client hereby agrees to pay Ava promptly on demand any related costs and liabilities of Ava arising from this POA and authorizes Ava to debit any balance(s) due thereon from the Account.
- 5. Client acknowledges and understands that Foreign Exchange and/or CFD trading through DupliTrade

or otherwise, is very risky and may result in losses that equal to or exceed the amount of margin deposited with Ava. Therefore, Client further acknowledges that she/he should not participate in a trade through Ava or otherwise, if Client does not have capital she/he can afford to lose. Client has read and is familiar with Ava's discussion of the risks involved in Foreign Exchange and/or CFD trading (http://www.avatrade.com/about-avatrade/legal-documentation)

- 6. Client acknowledges that Ava cannot and does not guarantee profits or avoid the risk of loss or, under some circumstances, even limit the extent of the potential loss to the Account. Client should be diligent and agrees that it is Client's responsibility to closely scrutinize all Account activity. Ava provides online access to account activity, whereby Client may monitor unrealized and realized profits & losses and account balances, and generate monthly account statements.
- 7. Client accepts the inherent risks associated with the use of computers and data feed systems, 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, as a result of which online or electronic communications may not reach their intended destination or may do so much later than intended for reasons outside your control.
- 8. Client acknowledges and accepts that it bears the risk of DupliTrade's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading system) and further agrees to hold Ava, its officers, directors, vendors, employees, agents, associated persons or other Ava personnel, harmless from any liability for any such breakdown or failure or losses in the Account associated with these risks.
- 9. Client further agrees that this indemnity shall extend to loss, damage or expense incurred by Ava in reversing incorrect or erroneous instructions submitted by DupliTrade that result in a transaction that must, for the protection of Ava or its other customers or for reasons of market integrity, be reversed.
- 10. In consideration for DupliTrade's services hereunder, Client agrees to pay DupliTrade the fees and expenses per the Schedule hereto and, in accordance with the Terms and Conditions, authorizes Ava to debit the Account and to pay such fees and expenses on the Client's behalf to DupliTrade. Client and DupliTrade acknowledge that fees are a matter between them and Ava shall not be liable for any miscalculation on the said fees.
- 11. This POA may be revoked by the Client, however, such revocation shall not take effect, and Ava shall not be bound by such revocation, until Ava has been notified of such revocation by notice to <u>backoffice\_eu@avatrade.com</u> (the "**Revocation Notice**") and written confirmation has been issued by Ava to Client and DupliTrade confirming that the Revocation Notice has been received and duly processed (the "**Revocation Confirmation**"). The Revocation Notice shall not affect any obligation or liability arising, whether directly or indirectly, from any transactions initiated before the Revocation Confirmation.
- 12. Client and DupliTrade agree that they shall furnish this POA to Ava upon execution.
- 13. Client hereby undertakes to ratify everything which DupliTrade shall do or purport to do by virtue of this POA.
- 14. The authorization of DupliTrade set out in this POA shall not be restrictively construed but the widest interpretation shall be given thereto.
- 15. This POA shall be governed in accordance with the laws of Ireland.

By signing this POA, Client understands and expressly certifies that he/she has the financial resources to enter into this POA and authorize the payments in accordance with the Schedule hereto. Additionally, Client acknowledges and confirms that he/she has read and understood this POA and all of the terms and conditions set forth herein and in the Terms and Conditions. Client acknowledges that DupliTrade may, from time to time, directly or indirectly, refer customers to Ava and may receive a fee from the Ava Group as a result. Client further acknowledges the aforementioned risks involved in Foreign Exchange and/or CFD trading in Terms and Conditions.

Client Signature:	Date:
Chem Signature.	Date

## Schedule:

Client hereby ratifies and confirms that he/she has agreed to compensate DupliTrade for its services and hereby authorizes Ava to debit Client's Account and credit these fees directly to DupliTrade, according to the following terms:

## **Standard Spread Increase:**

The Trader hereby authorises Ava to increase the spreads detailed on the Ava website for all Tradable Instruments under this POA.

The Trader hereby agrees to an increase/mark-up of 1.5 PIPS above the Standard Spread charged by Ava.\*

\*The Trader should refer to Ava's Trading Conditions (<u>http://www.avatrade.com/trading-info/trading-conditions</u>) to understand the value of the PIP per trade which is determined by the incremental movement of the chosen trade.