



FMS MARKETS
FORGING NEW MARKETS



POWER OF ATTORNEY

WEBSITE



www.fmsmarkets.com

POWER OF ATTORNEY

FMS Markets 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 Commercial Brokers LLC (hereinafter referred to as "FMS Markets") and sub-accounts opened with FMS Markets by the Client and/or any authorized person on the Client's behalf are referred to all together as "the Account".

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

FMS Markets 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 favour of an account open in the Client's name with another bank or regulated financial intermediary.

DISCHARGE FOR INSTRUCTIONS AND USE OF TELECOMMUNICATION MEANS

In addition to trading orders online, the Client authorizes FMS Markets to accept 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, 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 duty to inform or to alert the Client in relation with the instructions or orders given regarding the trading activity performed by the trading systems employed.

FMS Markets also will not be held liable for any losses incurred by the Client as a result of using the automated trading systems.

The Client further undertakes to monitor and to control regularly and frequently the 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 and expressly ratifies any transaction which has been or will be executed on instructions given by FMS Markets 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 trading system.