

## *Limited Power of Attorney for Money Manager*

*Client's Name:*

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*Client's Address:*

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*Money Manager's Name:*

**Fund2Manage**

*Money Manager's Address:*

*Multivision Tower Lt 6&25, Jalan Kuningan Mulia Lot 9B, Setiabudi, Jakarta Selatan*

**GENERAL**

*This Limited Power of Attorney (LPOA) sets out the terms that the Money Manager (MM) listed above may act on behalf of the named client in its dealings with GKFX PRIME*

*It also sets out the details of any remuneration that may take effect under this LPOA in relation to the set up and trading on the clients account by the MM.*

*At all times the client may have direct access to their account with GKFX PRIME .*

*While GKFX PRIME is electronically facilitating the agreement between the Money Manager and the client, it makes no representations as to the legal validity of such an agreement and as such the legality of its terms is a matter for the Money Manager and the client.*

**AUTHORISATION**

*The client hereby gives the above Money Manager (MM) full permission to:*

- 1) Accept and receive any documentation from GKFX PRIME relating to their accounts and transactions.*
- 2) Trade and place orders on their account(s) with GKFX PRIME until such time as they notify GKFX PRIME to the contrary.*
- 3) Charge their account(s) for sums owed to the MM under this agreement.*

**DEPOSITS**

*I understand that this Limited Power of Attorney (LPOA), while granting the Money Manager access to client accounts, does not allow the MM to make deposits to or withdrawals from client accounts either directly or indirectly.*

**THE MONEY MANAGER**

- 1) The Money Manager, although appointed by the client, will have to pass full identity and KYC (Know Your Customer) checks at GKFX PRIME before they will be allowed to act on behalf of any client.*
- 2) All instructions received from the MM will legally be deemed to have been from the client.*
- 3) No payments or withdrawals can be made into or from the clients' accounts by the MM.*
- 4) The MM accepts that fees owed to them by the client can only be paid if sufficient funds are available in their account and GKFX PRIME is not liable to the MM for the payment of these funds.*

**ACKNOWLEDGEMENT**

- 1) The client understands that if they give anyone access to their account, including the MM, through providing them with log in details and passwords that they are allowing them full access to trade on the account and that they accept that all trades, and their resulting profits and losses, are ultimately their liability and responsibility.*
- 2) The client will indemnify GKFX PRIME for all costs including, but not limited to, losses incurred from trading on their account, expenses and damages that arise from the enforcement of this LPOA.*
- 3) This LPOA may be cancelled by the Money Manager or the client at any time by either party sending written, signed and dated notification to GKFX PRIME . It can also be cancelled by GKFX PRIME at any stage by notifying both the client and the MM.*
- 4) This LPOA takes effect from the date it is received by GKFX PRIME .*
- 5) This LPOA runs in conjunction with the GKFX PRIME full Terms of Business, and takes precedence if any conflicts arise.*
- 6) GKFX PRIME is not responsible for the legal effectiveness of this LPOA to any of the parties involved.*
- 7) GKFX PRIME , at its sole discretion, may refuse to accept an instruction from the MM if it believes in doing so would create a conflict of interest or put it in jeopardy of breaking the law.*
- 8) At no stage will GKFX PRIME be liable to the client or the MM if it refuses to act on the MM's instructions.*

10) GKFX PRIME is not responsible to the client for the actions and trades of a MM, and it is the Money Managers sole decision on what trades to make and on what basis to make those trading decisions and GKFX PRIME accepts no liability in that process.

**REMUNERATION**

The client understands and accepts that there may be an increase in the spread of certain markets over and above the core GKFX PRIME spreads to help cover the Money Managers associated third party software costs and that the MM will charge the client a performance and management fee which will be debited from their MT4 account directly by GKFX PRIME on the MM's behalf if and when falling due in accordance with the performance fees set out below.

The Money Manager may also receive a rebate from GKFX PRIME for introducing clients business to them, but that will not be a direct cost to the client, and will be paid directly to the Money Manager by GKFX PRIME .

If GKFX PRIME suspects that a Money Manager has been churning an account (deliberately buying and selling in large frequencies to generate rebate income) then it may at its sole discretion deny the Money Manager rebates for those trades. GKFX PRIME makes no warranties that it will be liable to the client to enforce this.

**CONFIRMATION**

I confirm that I, the client, have read and accept the terms of this LPOA and that I have also read in full the GKFX PRIME Risk Warning and Full Terms of Business and agree to be legally bound by them.

I accept that this is an agreement between the Money Manager and me and accept the legal and financial consequences of it, without placing any liability on GKFX PRIME for facilitating it.

I accept that where a Management Fee is applied that this does not constitute 'Fund Management' and, although GKFX PRIME may debit my account on behalf of the MM, GKFX PRIME are in no way acting as Fund Managers but merely electronically facilitating authorized trading on my account as per my instructions.

Name: \_\_\_\_\_

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

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