

## fxTrade Power of Attorney

(Order Execution Only Account)

[**Note:** A copy of Agent's valid government issued photo identification is required.]

The undersigned fxTrade customer ("**Customer**") authorizes \_\_\_\_\_ ("**Agent**") to act as Customer's agent and attorney-in-fact with full power and authority to manage and trade Customer's funds in fxTrade account number \_\_\_\_\_ ("Account"; including any linked sub-accounts) with OANDA (Canada) Corporation ULC ("OANDA") in Customer's name, and for Customer's account and risk, and with the same authority and effect as Customer acting personally. This authorization shall include, without limitation, trading in over-the-counter foreign exchange contracts, other commodities, and contracts-for-difference (collectively "Contracts") thereon in the Account, on margin or otherwise.

Customer authorizes OANDA to follow Agent's instructions in every respect concerning the Account. Customer hereby ratifies and confirms any and all transactions in the Account that are made based on such instructions, either prior to or subsequent to the execution of this Power of Attorney ("POA"). Customer further authorizes OANDA to make available to Agent all information pertaining to the Account.

Agent represents, and Customer acknowledges, that Agent has provided to Customer the disclosure document concerning Agent's trading advice and strategies which Customer has read and understood or, in the alternative, Agent has furnished Customer with a signed written statement explaining Agent's registration by, and disclosure documents requirements of, the Investment Industry Regulatory Organization of Canada ("IIROC"), and/or approvals, licenses, registration and permits from the applicable provincial securities commission. Customer understands and agrees that OANDA makes no representation as to the qualifications, experience or regulatory authorization of Agent or lack thereof, and will not control Agent's actions. OANDA does not, by implication or otherwise, endorse the operating methods of Agent. Customer further understands and agrees that Agent is the agent of Customer and not of OANDA. Customer acknowledges that Agent may also act as agent for other parties and may not be the exclusive agent of Customer unless otherwise agreed between Customer and Agent.

Customer confirms that he/she has agreed directly with Agent as to the amount and payment terms of compensation for Agent's services including, without limitation, all management or maintenance fees, performance or incentive fees, advisory fees, and/or all other fees (collectively "Fees"). Agent acknowledges that it is not authorized to withdraw any money, securities, or other property from the Account. Customer releases OANDA from any and all loss, costs, damages, expenses or disputes arising out of or related to the calculation and payment of Fees.

Agent releases OANDA from any and all loss, costs, damages, expenses or disputes arising out of or related to this fxTrade Power of Attorney.

Customer hereby releases OANDA, its directors, officers, shareholders and employees (the "OANDA Parties") from any and all liability to Customer, and anyone claiming through Customer, with respect to any and all losses, damages, liabilities and/or expenses of any kind or nature whatsoever ("Damages") sustained or alleged to be sustained as a result of: (i) OANDA following Agent's instructions; (ii) all actions of Agent regarding the Account; and/or (iii) any other matter arising out of the relationship between Agent and Customer, even if resulting from Agent's default, gross negligence or willful misconduct, and Customer shall indemnify the OANDA Parties from any and all Damages arising therefrom.

Even though Customer has granted Account authority to Agent, Customer should be diligent and frequently scrutinize the status of the Account.

Customer acknowledges that the risks of trading Contracts is high and that only genuine "risk" funds should be used in such trading. If Customer does not have capital that Customer can afford to lose,



Customer should not trade in these markets. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss or to limit the extent of losses.

This POA is a continuing one and shall remain in full force and effect until revoked: (i) by Customer or Agent upon written notice to OANDA sent to the email address or fax number at the bottom of this document, or (ii) by OANDA upon notification to Customer and Agent at the email address on file with OANDA. Such revocation shall become effective one (1) business day after OANDA's receipt of the written notice of revocation. Revocation shall not affect any liability in any way resulting from transactions initiated prior to such effective date. This POA shall inure to the benefit of OANDA, its agents, successors and assigns.

Each of the undersigned agrees to be bound by this Power of Attorney. Customer acknowledges having received, read and understood this POA and the risks described herein, and certifies that he/she has the financial resources to enter this POA. This POA supersedes any oral or written communications, representations or agreements between Customer and OANDA or between Agent and OANDA and is governed by the laws of the Province of Ontario.

Agent agrees to the following: I hereby consent to OANDA obtaining a consumer credit file respecting me containing personal information for the purposes of verifying my identity. I also acknowledge I have read and provided all information requested in Appendix A (Power of Attorney Questionnaire).

Witness Signature:

Customer Signature:

\_\_\_\_\_  
Print Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

\_\_\_\_\_  
Print Name:  
\_\_\_\_\_  
Executed at:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

**Note: The agent cannot sign as witness.**

Agent: Executed at: \_\_\_\_\_

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

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

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

**Please sign and scan** this form and **email it to [accountid-ca@oanda.com](mailto:accountid-ca@oanda.com)**. Please use only "JPEG", "GIF" or "PDF" formats when sending this form. To improve processing time, please include it with your identification confirmation forms. If you cannot scan and email this form, you can fax it to +1 (416) 981-7039 or 1 (877) 416-1144.

### Appendix "A"



## Power of Attorney - QUESTIONNAIRE

Agent name (full legal name): \_\_\_\_\_

Agent address: \_\_\_\_\_

Agent principal business or occupation: \_\_\_\_\_

Agent relationship to the customer: \_\_\_\_\_

Agent is acting with POA on the following OANDA accounts (provide account #):

\_\_\_\_\_  
\_\_\_\_\_

Agent is acting with POA on account(s) with other brokers (specify how many accounts):

\_\_\_\_\_  
\_\_\_\_\_