

Tel: +356 2778 1919 / Fax: +356 2122 1289 Address: 168 St Christopher Street, Valletta VLT 1467, Malta support@nsfx.com / www.nsfx.com

# **GENERAL POWER OF ATTORNEY**

Account Holder/Client	Account number (Filled in by NSFX Limited)	
The undersigned Client hereby appoints the follo	owing person/entity (the "Attorney"), with no right of substitution:	
Name	Surname	
Corporate name:		
Address:		
Tel:		
Fax:		
E-mail:		
To validly represent the Client in all aspects of the administration and management of his/her account and act on the Client's behalf with full binding effect towards NSFX Limited (herein after referred as "NSFX") in accordance with the following provisions:		

### 1. Powers of the Attorney

As from the signature date of this Power of Attorney, the Attorney 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 NSFX. Hereinafter, all and any accounts and subaccounts opened with NSFX by the Client and/or by the Attorney or any authorized person on the Client's behalf are referred to all together as "the Account".

The Attorney is authorized to accept, review, verify and approve account statements, notifications of credits and other transactions on the Client's behalf and to receive any information on the Account by any means of communications including electronic means, such as e-mail. The Attorney is solely responsible of the security of the data made available to him by NSFX. The Attorney may undertake any other steps he believes necessary or useful for the administration of all assets on the Account.

#### **NSFX HEADQUARTERS**



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The Attorney 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 favor of an account open in the Client's name with another bank or regulated financial intermediary.

## 2. Discharge for instructions and use of telecommunication means

In addition to trading orders online, the Client authorizes NSFX to accept from the Attorney any form of instruction, whether verbal, by telephone, telegram, telefax, cable, e-mail or by any other electronic means of telecommunications and releases NSFX from any liability in respect of consequences arising out of the use of telecommunication means. (Filled in by NSFX Limited) Account Holder/Client Account Number NSFX is regulated by the Malta Financial Service Authority License Number IS/56519.

The Client understands that NSFX, whilst receiving instructions and/or accepting orders from the Attorney, is not liable for risks that such process may entail, in particular the risk of errors in transmission or misunderstanding, alteration and duplication. NSFX 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 NSFX from any liability for losses arising from such abuses.

# 3. Monitoring duties

NSFX has no insight in the instructions, if any, given by the Client to the Attorney and has no duty whatsoever and will not monitor, analyze, interfere in, or opine on, the instructions and/or transactions executed by the Attorney on the Client's behalf. NSFX has no duty to inform or to alert the Client in relation with the instructions or orders given by the Attorney and/or regarding the trading activity performed by the Attorney. (NSFX will not be held liable for any losses incurred by the Client as a result of the Attorney's violation of his responsibilities and/or non-compliance by the Attorney with instructions given by the Client).

The Client further undertakes to monitor and to control regularly and frequently the Attorney's activity on the Account, if any, in particular by accessing online reports made available by NSFX.

#### 4. Client's duties

The Client shall be fully responsible and liable for all actions and/or omissions of the Attorney and expressly ratifies any transaction which has been or will be executed on instructions given by the Attorney 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 Attorney.





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The Client is aware and agrees that NSFX is not liable for any acts or omissions of the Attorney. The Client undertakes to keep NSFX harmless and fully indemnified against any and all losses, direct and indirect damages whether financial or not, resulting from the Client's and/or the Attorney's acts or omissions. The Client further accepts full responsibility and liability for any losses or damages directly or indirectly arising from a delay or refusal in executing instructions or transactions placed with NSFX.

#### 5. Miscellaneous

This Power of Attorney shall remain valid towards NSFX until terminated in writing by the Client. This Power of Attorney shall not be terminated upon the death, legally presumed death, bankruptcy or the loss of legal capacity of the Client or the Attorney or any other causes of termination set forth in Articles 1886 of the Maltese Civil Code, unless stated otherwise in writing.

Any amendments to this Power of Attorney and its annexes shall be in writing. This Power of Attorney is governed by the Retail Client Agreement Terms and Conditions and other applicable account opening forms of NSFX. In case of discrepancy between the terms of the Retail Client Agreement and Terms and Conditions and this Power of Attorney, the terms included herein shall prevail.

Place and date:	Signature(s):