

Letter of Direction



ACCOUNT INFORMATION

Account Holders Name: _____

Trading Account Number: _____

Please complete this Letter of Direction (LOD) form, then scan and email it to info@fxgrow.com

The undersigned (hereinafter the “client”) hereby grants permission to link his/her FxGrow trading account with Gold Portfolio Manager pursuant to the Limited Power of Attorney granted by the client to Gold Portfolio Manager whereby the client authorizes Gold Portfolio Manager to manage his/her account as per the provisions of the Limited Power of Attorney.

The Client agrees to the following conditions:

1. That FxGrow has made no representation regarding the potential profitability of the service.
2. That client is fully aware of the risk involved in trading in the foreign exchange market, and that FxGrow holds no liability for any losses to client’s account caused by misplaced strategies, mechanical, software, communication failure, system error or any other causes beyond its immediate control.
3. That FxGrow shall execute the signals generated by the account manager as delivered to FxGrow, and Fxgrow takes no responsibility for advising the client of any changes, alterations, enhancements or optimizations made by the account manager Gold Portfolio Manager.
4. That Gold Portfolio Manager is not permitted to make a deposit or withdrawal of funds into, or from, the client’s account. Only the owner of the trading account holds the right to deposit and/or withdraw funds from the trading account.
5. In consideration of my use of the account management services, I authorize and instruct FxGrow to deduct, on monthly basis, 30% from the profit realized into my trading account as management fees. Such fees are paid directly to the account manager Gold Portfolio Manager.
6. That this LOD shall remain valid until revoked in writing by the client.

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LIMITATION OF LIABILITY

You understand that in no event will FxGrow, its officers, directors, shareholders, parents, subsidiaries, employees, agents, licensors or any data provider be liable for any consequential, punitive, incidental, special or indirect damages, loss of business revenue or lost profits arising as result of your use of the Managed Account or through the acts or omissions of the account manager, whether in an action under contract, negligence or any other theory, even if FxGrow is advised of the possibility of such.

INDEMNIFICATION

By signing, you hereby agree to indemnify, defend and hold harmless FxGrow and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, plan sponsors, consultants, agents and licensors from and against any and all third-party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from your use of the services provided by Gold Portfolio Manager, including without limitation, any failure to comply with the terms and conditions of FxGrow's websites, or other right of a third party, or from a violation of applicable law.

By signing below, I acknowledge that I have received and read the above information pertaining to the FxGrow services, and agree to the terms and conditions set forth herein. I hereby confirm that I understand the risks embodied in foreign exchange trading, including those risks particular to the foreign exchange trade, and I hereby agree to indemnify and hold FxGrow harmless from, and against any and all liabilities, losses, damages, costs and expenses including attorney's fees, arising therefrom.

I further acknowledge and agree that FxGrow shall execute the signals sent by the account manager Gold Portfolio Manager, as delivered to my FxGrow Trading Account, and FxGrow shall have no liability and responsibility for any losses to my FxGrow Trading Account(s) for any reason including but not limited to bad strategy, mechanical error, software error or system error beyond its immediate control and as agreed between both parties.

Signature: _____ Date: _____