

Nomination of an Agent Annex

To:
Formula Investment House Ltd. (FIH)

Re: **Nomination of Agent**

I, the undersigned, hereby appoint and nominate “ _____ ” (“Agent”), whose signature appears below, as my agent and attorney, and grant the Agent with full powers of substitution and power of attorney to act on my behalf concerning my Account(s) and to perform in my name and on my behalf any and all Transactions and actions I am entitled to perform pursuant to my contract with you, including without limitation, to buy, sell or carry out Transactions of any kind and nature on the foreign currency exchange markets, and (if applicable) other financial assets markets, but excluding the right to withdraw funds from the Account.

Consequently, I authorize you to execute the instructions of my Agent. I fully understand and acknowledge that by appointing an Agent, only the Agent shall be entitled to operate in the Account. I hereby irrevocably and unconditionally ratify and confirm all actions and Transactions performed by the Agent. I hereby agree to indemnify and hold FIH, and their affiliates, employees, directors, successors and assigns (“Indemnified Persons”), harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney’s fees) incurred by the Indemnified Persons and arising out of the nomination of the Agent and the performance of any Transactions in the Account or any other acts or omissions by the Agent.

This power of attorney and authorization shall remain in full force and effect and shall bind the undersigned towards you, your successors and assigns, until revoked by the undersigned in a written notice to you to that effect, duly signed by the undersigned. This power of attorney and authorization shall be revoked automatically upon receipt by FIH of any official and legally authenticated document attesting to the death or to the mental incapacity of the undersigned. In such latter event FIH may (but is not obliged) close any or all open Transactions in the Account.

I hereby consent to the performance of any transactions and the existence of any commercial relationship between the Agent and FIH, including but not limited to a volume based commission based on transactions in the account, and I acknowledge FIH does not and shall not owe me any fiduciary, care or other duty in relation to the Agent and the performance of any Transactions upon his instructions in relation to the Account or otherwise.

The laws of the British Virgin Islands shall govern this deed of nomination and the competent Courts of the British Virgin Islands shall have sole jurisdiction over any dispute arising from or in connection with this deed of nomination.

The Client

First Name: _____ **Last Name:** _____ **Signature:** _____

The Agent

ID/Passport no. _____ **First Name:** _____ **Last Name:** _____

Mobile: _____ **Telephone:** _____ **Fax:** _____

E-Mail: _____ **Address:** _____ **City:** _____

Country: _____ **Date:** _____ **Signature:** _____

Formula Investment House Ltd., A British Virgin Islands company

1 Wickham’s Cay, Road Town, Tortola, BVI VG1110

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