

LIMITED POWER OF ATTORNEY

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) and Introducing Broker (IB) with the CFTC and Forex Dealer Member (FDM) of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate. Defined terms used within this document hold meaning as assigned in the Customer Agreement, except as otherwise defined herein.

01 AGREEMENT

This limited, non-durable Power of Attorney (“Power of Attorney”) is granted on (date:) _____.

I/We (customer’s full name [individual or entity]): _____ (“Customer”) hereby appoint (name of attorney-in-fact): _____ (“Agent”), with tastyfx account number: _____ to act as Customer’s agent and attorney-in-fact with the power and authority to manage and trade Customer’s funds in respect of tastyfx Account Number (indicate the account number(s) for the account(s) over which the Customer wishes to grant Power of Attorney, if known): _____ (the “Account/s”).

This power of attorney agreement takes effect on the date of the last signature on this form.

02 TO BE COMPLETED BY THE AGENT:

Address: _____

Date of Birth: _____ Telephone number: _____

Social Security Number/Individual Tax Identification Number: _____

Are you registered with the Commodity Futures Trading Commission (“CFTC”) under the Commodity Exchange Act (“CEA”) as a Commodity Trading Advisor (“CTA”) and a member of the National Futures Association (“NFA”)?: _____

If yes, please provide your NFA ID number: _____

If no, will you be acting as Agent in your capacity as a trading principal of a firm that is registered as a CTA?

If neither you nor your firm (if applicable) is registered as a CTA, please explain why CTA registration is not required pursuant to CFTC rules, including any exemption from CTA registration relied upon: _____

03 AGENT SHALL BE AUTHORIZED AS FOLLOWS:

To manage and operate the Account that the Customer holds with tastyfx on the Customer’s behalf. The Customer authorizes the Agent to do all things that the Customer can do in relation to the Account, including, without limitation:

- a. opening and closing the Account;
- b. opening, editing and closing transactions in the Account, in any product offered by tastyfx, whether traded on margin or otherwise;
- c. making payments to the Account and requesting withdrawals from the Account, but note that tastyfx does not generally accept third party payments so payments/withdrawals made by the Agent on behalf of the Customer must be made to and from bank accounts belonging to the Customer;
- d. do anything else that is reasonably necessary for the purposes of the management of the Customer’s Account with tastyfx.

AGENT AGREEMENT

By signing this application form below, in connection with your (Agent's) Power of Attorney from Customer to trade Customer's Account at tastyfx:

1. You warrant that you will trade the Account in compliance with applicable provisions of the CEA, rules and regulations of the CFTC thereunder, rules and regulations of the NFA, and other applicable law.
2. You acknowledge that Customer may revoke this Power of Attorney for any reason or no reason in its sole discretion and that upon tastyfx's receipt of any written notice from Customer that you are no longer authorized to trade on the Customer's Account tastyfx will be not entitled to accept further instructions from you.
3. You agree and acknowledge that before you may commence trading Customer's Account tastyfx must first receive this written Power of Attorney, completed and duly signed by Customer and by you as Agent.
4. You represent and warrant to tastyfx that the information provided to tastyfx on this application form or that you otherwise provide to tastyfx with respect to the Customer, the Customer's Account, or your trading on the Customer's behalf is true, correct, and complete, and that you will immediately notify tastyfx in writing if any such information ceases to be true, correct, or complete in any material respect.
5. You undertake to use all reasonable endeavors to enter trades correctly and to ensure that all trades made on behalf of Customer and Customer's Account are accurate and in accordance with the power granted by the Customer to you.
6. You acknowledge and understand that you are contractually obliged to comply with all of the terms of the Customer Agreement between Customer and tastyfx and of this Power of Attorney granted by the Customer.
7. You acknowledge and understand that in the event that you make any errors or omissions in the course of trading for Customer's Account ("POA Trading Errors"), those errors or omissions are wholly binding on the Customer in accordance with the terms of the Customer Agreement.
8. If you make any POA Trading Errors, which you bring to the attention of tastyfx together with a request for tastyfx to assist in rectifying such POA Trading Errors, you agree as follows:
 - i. tastyfx is not obliged to take any steps in relation to POA Trading Errors other than as provided for in the Customer Agreement.
 - ii. Notwithstanding paragraph (i) above, if tastyfx agrees, at its sole discretion, to assist you in rectifying the POA Trading Errors (whether by canceling, deleting, voiding, amending or taking any other agreed action in relation to the relevant trade[s]) then tastyfx will be entitled but not obliged to charge you an administration charge of \$25 (or any other relevant foreign currency equivalent) per correction.
 - iii. If you introduced Customer to tastyfx as an Introducing Broker ("IB") pursuant to an Introduction Agreement with tastyfx, any charges levied by tastyfx pursuant to paragraph (ii) above may (in the sole discretion of tastyfx) be charged directly to you or may be deducted from any Return due to you under that agreement.
9. You agree and acknowledge that tastyfx will deduct fees from the Account that you may be owed for managing the Account and remit such fees to you only pursuant to the valid, effective, written authorization of Customer to do so, and tastyfx will not otherwise deduct any such fees upon your instructions alone. If the Customer authorizes tastyfx to deduct your fees from the Account, Agent holds tastyfx harmless and indemnifies tastyfx from any losses arising out of any dispute between Agent and Customer with respect to payment of such fees.

THE ABOVE AGENT AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS:

1. Whether or not the Agent may use its own discretion when transacting on behalf of the Customer under this Power of Attorney is a separate matter to be determined between the Agent and the Customer. tastyfx shall not be obliged to make any inquiry of the Customer or the Agent as to this matter, and the Agent agrees to act within whatever power has been granted by the Customer to the Agent.
2. The Agent warrants to tastyfx that it holds and will continue to hold the proper regulatory authorization to perform its role as Agent including, but not limited to, any applicable registration with NFA as a CTA, as set out herein. The Agent indemnifies tastyfx and keeps it indemnified against any loss, damage or expense incurred by tastyfx as a result of the Agent's breach of any term (including a warranty) of this Power of Attorney.
3. The Customer authorizes tastyfx to accept all instructions given to tastyfx by the Agent, whether orally or in writing, in relation to the Account. tastyfx shall not be obliged to make any inquiry of the Customer or of any other person before acting on such instructions.

THE ABOVE AGENT AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS:

4. The Customer ratifies and accepts full responsibility and liability for all instructions given to tastyfx by the Agent (and for all transactions that may be entered into as a result) and will indemnify and defend tastyfx and keep it indemnified against any loss, damage or expense incurred by tastyfx as a result of its acting on such instructions. This indemnity shall be effective whatever the circumstances giving rise to such loss, damage or expense and whatever the knowledge, acts or omissions of tastyfx in relation to any other account held by any other person or body (including the Agent) with tastyfx.

The Customer further agrees that this indemnity shall extend to loss, damage or expense incurred by tastyfx in reversing incorrect or erroneous instructions submitted by the Agent that result in a transaction that must, for the protection of tastyfx or its other Customers or for reasons of market integrity, be reversed.

5. Customer and Agent represent that Agent is a client of tastyfx, has met all requirements necessary to transact with tastyfx as set forth in the Customer Agreement.
6. Customer understands that tastyfx and its officers, employees and agents will not control the Agent's actions, are in no way responsible for any loss to the Customer caused by the actions of the Agent and that tastyfx does not, by implication or otherwise, endorse the activities of the Agent. Customer and Agent release tastyfx from any and all loss, costs, damages, expenses or disputes arising out of or related to this Power of Attorney and/or authorization.
7. tastyfx hereby notifies the Customer that the Agent is not an employee, agent or representative of tastyfx and further that the Agent does not have any power or authority to act on behalf of tastyfx or to bind tastyfx in any way.
8. Unless the Customer informs tastyfx to the contrary, tastyfx may from time to time communicate with the Agent directly regarding the Account. The Customer consents to this communication and the Agent agrees to pass any such communications onto the Customer without delay. Communications made by tastyfx to the Agent are deemed to be received by the Customer at the same time at which they are received by the Agent.
9. The Customer consents to and authorizes tastyfx to disclose to the Agent all information that tastyfx holds in relation to the Account, including personal information that tastyfx holds in relation to the Customer.
10. The Customer acknowledges and accepts that in providing an electronic or online trading system to the Agent tastyfx has the right but not the obligation to set limits, controls, parameters, and/or other controls on the Agent's ability to use such a system. The Customer accepts that if tastyfx chooses not to place any such limits or controls on the Agent's trading or if such limits or controls fail for any reason tastyfx will not exercise oversight or control over instructions given by the Agent and the Customer accepts full responsibility and liability for the Agent's actions in such circumstances.
11. The authorization over Customer's Account is continuing and shall remain in full force and effect until written notice of revocation is received as set forth herein either from the Customer or the Agent. If the Customer wishes to revoke or amend this authorization, it must provide written notice of such intention to tastyfx. Any such notice shall not be effective until two working days after it is received by tastyfx (unless tastyfx advises the Customer that a shorter period will apply). The Customer acknowledges that it will remain liable for all instructions given to tastyfx prior to the revocation/amendment being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time. Agent agrees to notify tastyfx immediately in the event of Customer's death or incapacity such that this Power of Attorney would be rendered void.
12. tastyfx, acting in its absolute discretion, may decide that it will no longer accept instructions from the Agent in relation to the Account. If tastyfx does so, it must provide reasonable notice to the Customer. tastyfx need not specify its reasons for no longer accepting instructions from an Agent, but for the avoidance of doubt such reasons may relate to the Agent's personal interactions with tastyfx.
13. This Power of Attorney shall be governed by and construed in accordance with the laws of Illinois and the parties irrevocably submit to the jurisdiction of the Illinois courts in relation to any dispute arising out of this Power of Attorney.
14. This Power of Attorney supersedes any oral or written communications, representations, or agreements with tastyfx with respect to the granting of powers of attorney for the Customer's Account.
15. If at any time any provision of this Power of Attorney is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of these terms nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
16. This Power of Attorney may be executed in two counterparts, which together will have the same effect as if the Customer and Agent had signed the same document. The Customer and/or the Agent may deliver an executed copy of this Power of Attorney to tastyfx by emailing a scanned copy of the executed Power of Attorney to tastyfx, and such delivery shall have the same force and effect as delivery of an original signed copy of this Power of Attorney.

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TO BE SIGNED BY THE CUSTOMER:

I, the Customer, agree to all of the terms set out above and execute and deliver this Power of Attorney as a legally binding agreement.

You must sign in the presence of a Witness over the age of 18. The Witness must **not** also be your Agent (or an employee of your Agent), a member of your family, or your partner. Your Witness must provide their residential address.

Name: _____ Date: _____

Signature: _____

In the presence of:

Name of Witness: _____ Date: _____

Address: _____

Signature: _____

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TO BE SIGNED BY THE AGENT:

I, the Agent, agree to all of the terms set out above and execute and deliver this Power of Attorney as a legally binding agreement.

You must sign in the presence of a Witness over the age of 18. The Witness must **not** also be your Agent (or an employee of your Agent), a member of your family, or your partner. Your Witness must provide their residential address.

Name: _____ Date: _____

Signature: _____

In the presence of:

Name of Witness: _____ Date: _____

Address: _____

Signature: _____

Should you require assistance in completing this form, contact us at +1 (312) 981-0499 or helpdesk.us@tastyfx.com

Once this form is completed, please email a copy of the completed version to helpdesk.us@tastyfx.com.