

**Limited Power Of Attorney** is granted on the .....day of.....201....

I/We: .....

(Name of the client, individual or company) (the **Client**)

Hereby appoint (the **Attorney**) personally and without right of substitution to be the Client's Attorney in its name and on its behalf for the purposes set out in this agreement.

1. The Attorney will, in the name of the Client, do business with AxiCorp Limited (the **Company**) pursuant to the Client's Client Agreement with the Company and in accordance with the rules applicable to it. Such business will include:
  - a. operating the Client's account (as appropriate) but not making or facilitating cash withdrawals and third party payments;
  - b. subject to paragraph 1a, dealing on the Client's behalf with the Company on such terms as the Attorney determines in its discretion, including (without limitation) entering into transactions using any electronic or online trading system provided by the Company or by giving oral or written instructions to the Company; and
  - c. subject to paragraphs 1a and 1b, doing anything else contemplated by the Client Agreement which is reasonably necessary for the purposes of the Client's dealing with the Company.
2. The Client authorises the Company, to accept all instructions for its account, whether orally or in writing, from the Attorney. The Company is not obliged to make an enquiry of the Client or of any other account, account holder or person before acting on such instruction. The Client will provide a duly executed copy of this limited power of attorney to the Company.
3. The Client accepts full responsibility and liability for all such actions and/or omissions of the Attorney in relation to the operation of the Client's account and for all instructions (and for all transactions that may be entered into as a result) and will indemnify the Company, and keep it indemnified against any loss, damage or expense incurred by the Company as a result of its acting on such instructions (including any cost incurred in enforcing this indemnity). This indemnity is effective:
  - whatever the circumstances giving rise to such loss, damage or expense; and
  - whatever the knowledge, acts or omissions of the Company in relation to any other account held by any other person or body (including the Attorney) with the Company.
4. The Client further acknowledges and agrees that the indemnity in paragraph 3 extends to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of the Company or its other Clients or for reasons of market integrity, be reversed.
5. The Company shall not be under any obligation to examine the instructions of the Attorney with respect to their appropriateness, suitability or frequency and shall not be liable to the Client in respect of any investment decisions made by the Attorney.

6. The Client hereby expressly releases the Company from any obligation to provide any advice, information or warning whatsoever in relation to the acts or omissions of the Attorney.
7. The Client acknowledges and accepts the inherent risk that online or electronic communication may not reach their intended destinations or may do so much later than intended for reasons outside the Company's control. The Client accepts that it bears the risk of the Attorney's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading system).
8. The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Client accepts that if the Company chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Attorney and the Client accepts full responsibility and liability for the Attorney's actions in such circumstances. To the extent permissible by law, the Client acknowledges and agrees that it is the Client's responsibility to monitor the activity of the Attorney.
9. The Client undertakes to ratify and confirm whatever the Attorney does or purports to do under the authority or purported authority of this power of attorney. [The Client agrees to indemnify the Attorney against all expenses, losses and liabilities incurred by it in pursuance of this power of attorney.]
10. All acts performed by the Attorney under this power of attorney shall be binding upon the Client. The Client acknowledges and agrees that:
  - a. no advice, representation, warranty or guarantee is given by the Company in relation to the Attorney or the Attorney's skills, knowledge or experience; and
  - b. the Client is aware that no guarantee is given in any way by the Company for the operation of the Client's account by the Attorney including, without limitation, in relation to any performance or returns in connection with any trading activity.
11. This power of attorney may only be amended or revoked by the Client in writing. Unless notified otherwise in writing by the Company, any such variation or revocation is not effective until two working days after it is received by the Company. The Client acknowledges and accepts that it will remain liable for all instructions given by the Attorney to the Company prior to the revocation/variation being effective, and that it will be responsible for any loss, damage or expense which arises on any transaction which is open at such time. Without limiting the generality of paragraph 3, the Client will indemnify and keep the Company indemnified in respect of any such loss, damage or expense.
12. Each Client who is an individual consents to and authorises the Company to disclose to the Attorney such personal information concerning the Client as is reasonably necessary to give effect to the terms of this power of attorney.

- 13. The Client acknowledges and accepts that the Client may not be able to see real time transactions or trading activity generated by the Attorney through the trading platform of the Company.
- 14. This limited power of attorney and any dispute, proceedings or claim of any nature arising out of or in any way relating to this limited power of attorney, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The Client irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this limited power of attorney or its subject matter or formation (including non-contractual disputes or claims).
- 15. This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**[Execution Clauses to be used where the Account Holder is a corporate]**

**This limited power of attorney has been executed as a deed and is delivered and takes effect on the date stated below:**

**Date** .....

**EXECUTED** as a **DEED** by )  
**[NAME OF ACCOUNT HOLDER]** acting by )  
**[NAME OF SIGNATORY]** )  
a duly authorised officer/director/member )  
(as applicable) )

## AUTHORITY TO DEDUCT AND PAY REBATES, COMMISSIONS AND FEES

This Authority is dated .....

**By:** The person or company whose details are set out in the Schedule ("Client")

**To:** **AxiCorp Limited**  
of 18 King William Street, London EC4N 7BP ("**AxiCorp**")

### Background

A. The Client has opened an account(s) with AxiCorp to enter into derivative transactions, the details of which are set out in the Schedule (**Client Account**).

B. The Client has authorised the person or company, whose details are set out in the Schedule (the **Attorney**) to trade on and operate the Client Account on its behalf.

### Operative Provisions

#### 1. Authority

The Client authorises and directs AxiCorp to withdraw from the Client Account and pay to the Attorney the fees and commissions (**Fees**) calculated by the Attorney and payable at the specified time(s) set out in the Schedule.

#### 2. Authority Revocable

This authority may be revoked by prior written notice from the Client to AxiCorp.

#### 3. Liability

It is acknowledged by the Client that AxiCorp is bound to act in accordance with this authority and is released from any obligation or liability that would or might otherwise attach to AxiCorp in relation to this authority or the calculation of any Fees by the Attorney.

#### 4. Indemnity

The Client continuously indemnifies AxiCorp in respect of all losses, damages and expenses properly incurred or suffered by AxiCorp by reason of acting in accordance with this authority or connected with it, or arising out of the calculation of any Fees by the Attorney.

[Execution clause where the Account Holder is an individual/natural person]

This limited power of attorney has been executed as a deed and is delivered and takes effect on the date stated below:

Date .....

SIGNED as a DEED by \_\_\_\_\_ )  
[NAME OF ACCOUNT HOLDER]) .....

## Schedule

**Client:**

**Address:**

**Attorney:** RISECAP ADVISORY SOLUTION LLP

**Address:** Arcadia Centre, 4th Floor, Premise no.31 Dr. Ambedkar Sarani,  
Kolkata:700046, IN

**Fees:** **1. Management/Administration Fee:**

A monthly Management/Administration charge of 0.0% of the Funds Under Management ("FUM") calculated by the Agent and payable on the last business day of each calendar month in arrears.

Each month is a 'Calculation Period' where the FUM equals the Account Balance as at the date the Management/Administration charge is payable.

**2. Performance Fee:**

A Performance fee on a High Water Mark of 33% of profits, calculated once the Management/Administration fee has been deducted from the profit made on the Account.

The High Water Mark on a date for the Account, means the greater of:

- the Account Balance as at the date of this Authority; and
- the Account balance as at the end of the Calculation Period for which a Fee was last paid or payable and adjusted for any withdrawals from or deposits in the Account in the Calculation Period.