



# Third Party Software Provider Letter of Direction

This Third Party Software Provider Letter of Direction (“Agreement”) is entered into on \_\_\_\_\_ between:

Day Month Year

(1) \_\_\_\_\_ (the “Client”); and  
*Name of Client (or Clients if Joint Account)*

having ATC Brokers Limited Account Number \_\_\_\_\_ (the “Original Client Account”); and  
*Account Number (leave blank if no account number issued)*

(2) \_\_\_\_\_ (name and ID together, the “Provider”)  
*Name of Software Provider Provider ID (if any)*

The Client has opened a Foreign Exchange (“Forex”) trading account with ATC Brokers Limited (“ATC”) for the purchase and sale of Foreign Exchange, Contract for Difference and other derivatives (“Margined Transactions”). The client has instructed ATC that software developed by a third party software provider (“Program”) will be utilised to execute trades and to direct trade orders and trade details to ATC. In consideration of opening an account, the Client acknowledges and agrees to the terms and conditions, as follows:

1. Client fully understands that the trade orders and trade details are generated by Program and not by ATC and that ATC’s responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by Program and as received by ATC. ATC shall not be responsible for mechanical or communication line failure, system errors, data failure or any other causes beyond its control. Client acknowledges that ATC can accept and execute orders only if actually received or generated and then on a “not held” basis (i.e. ATC shall not be held responsible for the execution of the order at the price indicated or otherwise).
2. Client is responsible for selecting Program and ensuring that it is appropriate. Client has made inquiries and conducted research into Program sufficient to make an informed investment decision. The Client acknowledges that ATC is not responsible to the Client, and has no obligation to the Client, to determine that the Program has the requisite legal and regulatory power and authority to perform its contract with the Client. The Client further represents and warrants that the Client did not select the Program or level of compensation (if any) based on any statement, recommendation or information provided by ATC.
3. Client acknowledges and agrees that the Provider is entirely independent of ATC and is not an employee, agent or representative of ATC and further that the Provider does not have any power or authority to act on behalf of ATC or to bind ATC in any way. Client is aware that ATC does not supervise the activities of the Provider and assumes no liability for any representations made by the Provider. ATC and the Provider are entirely separate and independent from one another.
4. Client fully understands all orders placed on Program are executed by ATC and that Program should reflect all transactions on ATC’s back office portal. Client will have access to ATC’s back office portal to view open and closed positions, review trading statements and obtain information on deposits and withdrawal requests. The net position on the ATC back office MUST match the net position on Program platform. If the net position does not match, Client understands that ATC must be notified immediately. Client must review the ATC back office statement. The reports (if

any) generated from Program do not represent an official trading account statement. ATC’s back office portal statement is the official statement of record for Client account.

5. Client is aware of the speculative nature and high risks associated with trading Margined Transactions. Clients has provided the ideas, techniques and trading parameters used in Program. Client acknowledges that Program has not been purchased from ATC. Client understands that there is no trading software, trading system or recommendation service that is free from the risk of loss. ATC does not imply or guarantee that Client will make a profit and Client agrees that neither ATC nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of Program or trading losses in Client account.
6. Client understands that using Program to generate trading signals exposes Client to risks associated with the use of computers and data feed systems relied on by ATC. Client agrees to accept such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and further agree to hold ATC harmless from any losses in Client account associated with these risks. Absent wilful or wanton misconduct, neither ATC nor any of its officers, directors, vendors, employees, agents, associated persons or ATC personnel will be liable for any such breakdown or failure.
7. Client or Provider may terminate this Agreement by submitting a revocation request to ATC. Any such notice shall not take effect until two working days after it is received by ATC (unless ATC notifies the Client and/or the Provider that the Agreement is earlier terminated). Alternatively, ATC may terminate this Agreement at any time, with or without reason, immediately upon notice to the Client. Any termination of this Agreement shall be without prejudice to any rights or obligations of the Client, the Provider or ATC which arose or relates to any event which occurred, prior to such termination becoming effective. In particular the Client acknowledges that it will remain liable for all instructions given to ATC prior to the revocation being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time.
8. Client agrees that, in the absence of wilful or wanton misconduct, neither ATC nor any of its officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission in the course of or in connection with Client participation in Program. Client shall indemnify ATC, its principals, officers, directors, employees, agents, successor and/or assigns from all losses and/or liability (including reasonable attorney’s and/or accountant’s fees) incurred or resulting from this Third Party software Provider Letter of Direction to utilise Program, provided that there has been no judicial

determination that such liability was the result of gross negligence or recklessness or intentional misconduct by ATC, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of Client's account.

9. Client is also aware that because of the speculative nature and high risks associated with trading Margined Transactions, only genuine "risk" funds should be used in such trading. Account holders that do not have the extra capital that may be subject to a total loss, should not trade in the Forex market. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. In fact no one can even guarantee to limit the extent of losses.
10. The Client hereby ratifies and confirms that the Client shall pay the Provider Fees below to the Provider (if any) in accordance with the terms of this Agreement. The Client and Provider authorise ATC to facilitate the instructions below from the Managed Account without further direction or confirmation from the Client or Provider. The Client acknowledges that it is aware that the Provider will from time to time, share the Provider Fees with ATC in amounts at its absolute discretion. Upon a written request from the Client, ATC will provide details of the fee payments received from or made to the Agent in any given period. The Client and Provider acknowledge that ATC will not be held responsible or liable for any miscalculation or non-payment of those Provider Fees. The Client agrees to indemnify ATC and keeps it indemnified against any loss, damage or expense suffered by the Provider or ATC for any miscalculation or non-payment of said Provider Fees for any reason whatsoever.
11. Where the Client requests a withdrawal and/or transfer from the account, and there are insufficient funds available to pay the Provider as a result of such request or other action taken by the Client, the Client hereby agrees and understands that such request may not be processed for the full amount requested and the Client further agrees that the Client will remain obligated to make payment to the Provider for any payments due pursuant to this Agreement.

The Client and Provider have agreed to use the following compensation structure (if any):

(a) **FX Trading Commission:**

0 USD per million traded per side

(b) **CFD Trading Commission:**

0 USD traded per side

(c) **Mark-Up:**

0 PIP(s)

(d) **Performance Fee\*:**

50 % ← [Monthly %, charged monthly]

\* The "Performance Fee" is calculated based upon the profit made for the given time period that exceeds the Benchmark(s). For the purpose of this agreement, a "Benchmark" is defined as the net new high for a given time period during the life of the account. The initial Benchmark will be based upon the current account equity (which includes all open and closed positions), as of the effective date of this Agreement. Profit shall be determined by taking into consideration the ending account equity on all trading activity (which includes all open and closed positions), during the given time period relative to previous net new highs set from previous Benchmark(s).

Notes: Monthly fees are collected up to and including the last day of the calendar month. Fees may be applied to an account only if the Provider has appropriate documentation on file with ATC.

**SIGNED BY THE CLIENT**

I, the Client, agree to all of the terms set out above.

- For a natural person, complete Part A. For a joint account, the co-owner will also need to sign this section.
- For a company, complete Part B.

**PART A – FOR NATURAL PERSONS**

.....  
*Name of Client*

.....  
*Signature*

.....  
*Date (DD/MM/YYYY)*

.....  
*Name of Joint Account Holder*

.....  
*Signature*

.....  
*Date (DD/MM/YYYY)*

**PART B – FOR COMPANIES**

.....  
*Name of Entity*

.....  
*Name of Authorised Signatory*

.....  
*Signature*

.....  
*Date (DD/MM/YYYY)*