

**Account Holder/Client:**

**Account number:**

(Filled by Dukascopy Europe)

V.17.09.2014

## **Joint and Several Account Agreement**

**Dukascopy Europe IBS AS (“Dukascopy Europe”)** enters into a trading agreement with:

**Account Holders** (First names, Last names, full addresses):

**Account Holder 1.** \_\_\_\_\_

**Account Holder 2.** \_\_\_\_\_

as joint Creditors/Debtors in any currency and / or account opened in the books of Dukascopy Europe (hereinafter the Agreement). The Agreement is subject to the Terms and Conditions and any special conditions issued by Dukascopy Europe, and to the following provisions:

1. Each Account Holder is authorized to dispose of the Joint and Several account and transactions initiated under it individually and without restriction and is authorized to give complete legal discharge to Dukascopy Europe. Subject to the signature rights, each Account Holder is authorized to delegate powers of attorney to third parties without obtaining consent of the other Account Holder(s) and can act individually.
2. In the event Dukascopy Europe receives a credit in favor of one Account Holder in the Joint and Several account, whether received from one of the Account Holders or a third party, Dukascopy Europe reserves the right, but shall not be obliged, to credit the Joint and Several account and further proceed to transactions on the Joint and Several account.
3. The Account Holders will be jointly and severally liable to Dukascopy Europe for all transactions entered into by any one of them. However, in case of withdrawals, Dukascopy Europe reserves the right, but shall not be obliged to request instructions signed by all the Account Holders and/or to send the funds only in accordance with the Client Bank Account Details opening document.
4. Dukascopy Europe is entitled, at any time and without prior authorization, to set off the balance under the Joint and Several account against that of any other existing account(s), opened or to be opened in its books by any of the Account Holders, whatever the nature or currency of such accounts. Dukascopy Europe is authorized to close any and all transaction(s) booked by any of the Account Holders at its sole discretion, whatever the nature or currency of such transaction(s), to proceed to the set off.
5. This Agreement is restricted to the rights of the Account Holders towards Dukascopy Europe relative to the Joint and Several account and is not concerned with their internal relationship, in particular, their respective rights of ownership or those of their heirs over the assets involved in the Joint and Several account and/or transactions booked thereon. It forms an integral part of the Terms and Conditions.
6. **Applicable Law and Place of Jurisdiction.**  
All legal relations between the Account Holders and Dukascopy are governed by the law of the Republic of Latvia.  
Place of performance and debt collection for the Account Holders, as well as the exclusive place of jurisdiction for all proceedings, irrespective of the domicile or the residence of the Account Holders, is Riga, Latvia.

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**Notwithstanding the foregoing, Dukascopy Europe is entitled to sue or to commence any legal proceedings against each of the Account Holders in any competent court or before any competent authority at their domicile or any other court or before any authority having jurisdiction**

**Place and Date:** \_\_\_\_\_

**Signatures of the Account Holders/Clients:** \_\_\_\_\_  
\_\_\_\_\_

**Suitability assessment profile**

Please tick below as to which Account Holder will actually trade on the platform and who may be subject to suitability assessment that will be performed later but prior to trading.

Account holder 1

Account holder 2

Both account holders

Please be advised that Account Holder who will not actually trade bears the risk of losses sustained by the Account Holder actually trading. Account Holder who will not actually trade also expressly agrees that suitability assessment may be performed only on the Account Holder actually trading; however Dukascopy Europe IBS AS retains the right to assess suitability of both Account Holders.

In case both Account Holders will be trading on the account, they mutually agree to risks presented by their trading activities to each other.

By signing below Account Holders expressly agree to risks described above.

**Account holder 1, (First name, Last name):** \_\_\_\_\_

Signature of the Account Holder 1: \_\_\_\_\_

**Account holder 2, (First name, Last name):** \_\_\_\_\_

Signature of the Account Holder 2: \_\_\_\_\_