

This Power of Attorney is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

I/We: \_\_\_\_\_  
(name of client) (the **'Client'**)

hereby appoint: \_\_\_\_\_ (name of attorney, company or individual) (the **"Attorney"**)

in respect of CFD Trader Account Number: \_\_\_\_\_  
(insert the account number for the account(s) over which the Client wishes to grant power of attorney) (the **'Account'**)

To be the Client's Attorney for the following purposes:

1. To operate the Account that the Client holds with **CFD Trader** (the **"Firm"**) on the Client's behalf. The Client authorises the Attorney to do all things that the Client itself can do in relation to the Account, including, without limitation:
  - a) opening and closing the Account;
  - b) opening, editing and closing transactions done on the Account;
  - c) making payments to the Account and requesting withdrawals from the Account, but note that the Firm does not generally accept third party payments so payments/withdrawals made by the Attorney on behalf of the Client must be made to and from bank accounts belonging to the Client;
  - d) do anything else that is reasonably necessary for the purposes of the Client's dealing with the Firm.

The authorisation given by the Client to the Attorney in the preceding paragraph is subject to the following terms:

1. Whether or not the Attorney may use its own discretion when dealing on behalf of the Client under this Power of Attorney is a separate matter to be determined between the Attorney and the Client. The Firm shall not be obliged to make any enquiry of the Client or the Attorney as to this matter, and the Attorney agrees to act within whatever power has been granted by the Client to the Attorney.
2. The Attorney acknowledges that the Account and all transactions entered into on the Account are governed by the Firm's Customer Agreement and the Attorney agrees to comply with and be bound by the Firm's Customer Agreement when acting with the Firm on behalf of the Client.
3. The Attorney warrants to the Firm that it holds, and will continue to hold, the proper regulatory authorisation to perform its role as Attorney, as set out herein. The Attorney indemnifies the Firm and keeps it indemnified against any loss, damage or expense incurred by the Firm as a result of the Attorney's breach of any term (including a warranty) of this Power of Attorney.
4. The Client authorises the Firm to accept all instructions given to the Firm by the Attorney, whether orally or in writing, in relation to the Account. The Firm shall not be obliged to make any enquiry of the Client or of any other person before acting on such instructions.
5. The Client ratifies and accepts full responsibility and liability for all instructions given to the Firm by the Attorney (and for all transactions that may be entered into as a result) and will indemnify the Firm and keep it indemnified against any loss, damage or expense incurred by the Firm 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;
  - whatever the knowledge, acts or omissions of the Firm in relation to any other account held by any other person or body (including the Attorney) with the Firm.The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by the Firm in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of the Firm or its other Clients or for reasons of market integrity, be reversed.
6. The Firm hereby notifies the Client that the Attorney is not an employee, agent or representative of the Firm and further that the Attorney does not have any power or authority to act on behalf of the Firm or to bind the Firm in any way. The Firm also notifies the Client that the Firm may share a portion of the commission, spread and funding that the Firm charges the Client with the Attorney.
7. Unless the Client informs the Firm to the contrary, the Firm may from time to time communicate with the Attorney directly regarding the Account. The Client consents to this and the Attorney agrees to pass any such communications onto the Client without delay. Communications made by the Firm to the Attorney are deemed to be received by the Client at the same time at which they are received by the Attorney.
8. The Client consents to and authorises the Firm to disclose to the Attorney all information that the Firm holds in relation to the Account, including personal information that the Firm holds in relation to the Client.

# Power of Attorney (Continued)

9. The Client consents to and authorises the Firm to disclose to the Attorney all information that the Firm holds in relation to the Account, including personal information that the Firm holds in relation to the Client.
10. The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Firm 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 Firm 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 Firm 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.
11. If the Client wishes to revoke or amend this authorisation, it must provide written notice of such intention to the Firm. Any such notice shall not be effective until two working days after it is received by the Firm (unless the Firm advises the Client that a shorter period will apply). The Client acknowledges that it will remain liable for all instructions given to the Firm prior to the revocation/variation being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time.
12. The Firm, acting in its absolute discretion, may decide that it will no longer accept instructions from the Attorney in relation to the Account. If the Firm does so, it must provide reasonable notice to the Client. The Firm need not specify its reasons for no longer accepting instructions from an Attorney, but for the avoidance of doubt such reasons may relate to the Attorney's personal dealings with the Firm, for example but without limitation, if the Attorney owes money to the Firm on its own account.
13. This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the jurisdiction of the English courts in relation to any dispute arising out of this Deed.
14. This Deed may be executed in two counterparts, which together will have the same effect as if the Client and Attorney had signed the same document. The Client and/or the Attorney may deliver an executed copy of this Deed to the Firm by facsimile transmission or by emailing a scanned copy of the executed Deed to the Firm, and such delivery shall have the same force and effect as delivery of an original signed copy of this Deed.

THIS POWER OF ATTORNEY IS EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE OF THE LAST SIGNATURE BELOW.

Signed by the Client:

**I, THE CLIENT, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A DEED.**

- If you are an individual, you should fill out **Section A**. You will also need a Witness. Your witness must be independent – he/she can not be your Attorney (or an employee of your Attorney), nor a member of your family.
- If you are a company, you should fill out **Section B**. Section B must be signed by 2 directors or a director and the company secretary.

## Section A: for individuals

Name of Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*In the presence of:*

### Witness

Name of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Section B: for companies

Name of Client: \_\_\_\_\_

### Signatory 1

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

(Must be a director)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Signatory 2

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

(Must be a director or the company secretary)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Power of Attorney (continued)

Signed by the Attorney:

**I, ATTORNEY, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A DEED.**

- If you are an individual, you should fill out **Section A**. You will also need a Witness. Your witness must be independent – he/she can not be your Client, nor a member of your family.
- If you are a company, you should fill out **Section B**. Section B must be signed by 2 directors or a director and the company secretary.

Section A: for individuals
Name of Attorney: _____
Signature: _____
Date: _____
<i>In the presence of:</i>
<b>Witness</b>
Name of Witness: _____
Occupation: _____
Address: _____
_____ Postcode: _____
Signature: _____
Date: _____

Section B: for companies
Name of Attorney: _____
<b>Signatory 1</b>
Name: _____
Title/Position: _____ (Must be a director)
Signature: _____
Date: _____
<b>Signatory 2</b>
Name: _____
Title/Position: _____ (Must be a director or the company secretary)
Signature: _____
Date: _____