

## THIS LIMITED POWER OF ATTORNEY

Is granted on the: \_\_\_\_\_ day of: \_\_\_\_\_ 20 \_\_\_\_\_

I/We (name of customer): \_\_\_\_\_ (the '**Customer**')

hereby appoint (name of Attorney): \_\_\_\_\_ (the '**Attorney**')

account number of Attorney: \_\_\_\_\_

in respect of IG Bank S.A. account number (insert the account number for the account(s) over which the Customer wishes to grant power of Attorney): \_\_\_\_\_ (the '**Account**')

## TO BE THE CUSTOMER'S ATTORNEY FOR THE FOLLOWING PURPOSES:

1. To enter into, edit, and close transactions with IG Bank S.A. (the '**Bank**') and to place, edit and delete orders of any type and whether attached or not to any existing open transaction on the Account on behalf of the Customer;
2. To set, edit and delete all dealing preferences relating to the Account, for example but without limitation, enabling trailing stops and setting roll instructions;
3. To enter into any agreements with the Bank on behalf of the Customer that relate to transactions on the Account, for example but without limitation, click wrap agreements, dealing from charts, exchange agreements;
4. To communicate with the Bank on behalf of the Customer regarding any complaints or disputes that the Customer may have against the Bank regarding the Account;
5. To transfer money between the Account(s) and between any other account that the Customer holds with the Bank. For the avoidance of doubt, the Attorney is not permitted to instruct the Bank to transfer money outside the Bank or to accept money from outside the Bank;
6. To accept any amendments to the Bank's terms of business, including the Bank's Customer Agreement, on behalf of the Customer.

## THE AUTHORISATION GIVEN BY THE CUSTOMER TO THE ATTORNEY IN THE PRECEDING PARAGRAPH IS SUBJECT TO THE FOLLOWING TERMS:

1. The Attorney acknowledges the limited nature of this Power of Attorney, as set out in the preceding paragraph, and the Attorney agrees not to take any action that would or may fall outside the power granted herein. The Attorney indemnifies the Bank and keeps it indemnified against any loss, damage or expense incurred by the Bank as a result of: (i) the Bank acting on instructions of the Attorney that fall outside the power granted herein; or (ii) the Attorney's breach of any term of this Power of Attorney.
2. Whether or not the Attorney may use its own discretion when dealing on behalf of the Customer under this Power of Attorney is a separate matter to be determined between the Attorney and the Customer. The Bank shall not be obliged to make any enquiry of the Customer or the Attorney as to this matter, and the Attorney agrees to act within whatever power has been granted by the Customer to the Attorney.
3. The Attorney acknowledges that the Account and all transactions entered into on the Account are governed by the Bank's Customer Agreement and the Attorney agrees to comply with and be bound by the Bank's Customer Agreement when acting with the Bank on behalf of the Customer.
4. The Bank's acceptance of this Power of Attorney is conditional upon the Attorney opening an account with the Bank in its personal capacity and maintaining that account for the entire period that it acts as agent for the Customer under this Power of Attorney. The Attorney is not required to fund the personal account, nor is the Attorney required to conduct any transactions on the personal account.
5. The Customer authorises the Bank to accept all instructions given to the Bank by the Attorney, whether orally or in writing, in relation to the Account. The Bank shall not be obliged to make any enquiry of the Customer or of any other person before acting on such instructions.
6. The Customer ratifies and accepts full responsibility and liability for all instructions given to the Bank by the Attorney (and for all transactions that may be entered into as a result) and will indemnify the Bank and keep it indemnified against any loss, damage or expense incurred by the Bank 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 the Bank in relation to any other account held by any other person or body (including the Attorney) with the Bank.

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

7. The Bank hereby notifies the Customer that the Attorney is not an employee, agent or representative of the Bank and further that the Attorney does not have any power or authority to act on behalf of the Bank or to bind the Bank in any way.
8. Unless the Customer informs the Bank to the contrary, the Bank may from time to time communicate with the Attorney directly regarding the Account. The Customer consents to this and the Attorney agrees to pass any such communications onto the Customer without delay. Communications made by the Bank to the Attorney are deemed to be received by the Customer at the same time at which they are received by the Attorney.
9. The Customer consents to and authorises the Bank to disclose to the Attorney all information that the Bank holds in relation to the Account, including personal information that the Bank holds in relation to the Customer.
10. The Customer acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Bank 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 Customer accepts that if the Bank 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 Bank will not exercise oversight or control over instructions given by the Attorney and the Customer accepts full responsibility and liability for the Attorney's actions in such circumstances.
11. If the Customer wishes to revoke or amend this authorisation, it must provide written notice of such intention to the Bank. Any such notice shall not be effective until two working days after it is received by the Bank (unless the Bank advises the Customer that a shorter period will apply). The Customer acknowledges that it will remain liable for all instructions given to the Bank 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 Bank, acting in its absolute discretion, may decide that it will no longer accept instructions from the Attorney in relation to the Account. If the Bank does so, it must provide reasonable notice to the Customer. The Bank 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 Bank, for example but without limitation, if the Attorney owes money to the Bank on its own account.
13. This agreement shall be governed by and construed in accordance with the laws of Switzerland and the parties irrevocably submit to the jurisdiction of the courts in Geneva in relation to any dispute arising out of this agreement.
14. This agreement may be executed in two counterparts, which together will have the same effect as if the Customer and Attorney had signed the same document.

**THIS POWER OF ATTORNEY TAKES EFFECT ON THE DATE OF THE LAST SIGNATURE BELOW.**

**TO BE SIGNED BY THE CUSTOMER:**

**I, THE CUSTOMER, AGREE TO ALL OF THE TERMS SET OUT ABOVE.**

- If you are an individual, you should fill out **Section A**
- If you are a company, you should fill out **Section B**. Section B must be signed by two authorised officers

**SECTION A: FOR INDIVIDUALS**

Name of Customer: \_\_\_\_\_

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

**SECTION B: FOR COMPANIES**

Name of Company: \_\_\_\_\_

**SIGNATORY 1**

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

Title/Position (must be an authorised officer): \_\_\_\_\_

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

**SIGNATORY 2**

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

Title/Position (must be an authorised officer): \_\_\_\_\_

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

## TO BE SIGNED BY THE ATTORNEY

I, ATTORNEY, AGREE TO ALL OF THE TERMS SET OUT ABOVE.

- If you are an individual, you should fill out **Section A**
- If you are a company, you should fill out **Section B**. Section B must be signed by two authorised officers

### SECTION A: FOR INDIVIDUALS

Name of Attorney: \_\_\_\_\_

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

### SECTION B: FOR COMPANIES

Name of Attorney: \_\_\_\_\_

#### SIGNATORY 1

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

Title/Position (must be an authorised officer): \_\_\_\_\_

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

#### SIGNATORY 2

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

Title/Position (must be an authorised officer): \_\_\_\_\_

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



Once you have completed your details, please:

- Print this form
- Sign it
- Have your attorney sign it
- Return it to us