

## APPLICATION TO OPEN A MARGIN TRADING ACCOUNT (CORPORATE)

#### **BEFORE YOU START**

This form enables you to apply for a corporate client account with us. To make this application you will need some important pieces of information at hand, and the appropriate individuals will need to provide their details and sign the form.

#### WHO SHOULD SIGN THIS FORM?

#### On behalf of the appplicant

- In the case of a company, two of the directors
- In the case of a partnership, two of the partners

#### On behalf of the guarantor

• The individual guarantor OR if a company is the guarantor, two directors of the company or one director and the company secretary

#### WHAT YOU NEED TO KNOW

Before you apply, it is important to read our Risk Disclosure Notice, Customer Agreement, Order Execution Policy, Conflicts Policy and Privacy Policy. You can find them all at IG.com/uk/professional-corporate-trader.

#### LEI NUMBER (LEGAL ENTITY INDENTIFIER)

All counterparties to a derivative contract must report details of that derivative contract to a trade repository. Your LEI number is your company's unique 20-character code which you will use to report all financial transactions entered into by your company.

#### **BOARD RESOLUTION**

Your board must hold a meeting and pass certain resolutions to enable your company to open an account with us. We will ask you to certify that this has happened in the certified board resolution section. The board must also authorise people to trade on your company's account ('Authorised Signatories'). The Authorised Signatories must sign the authorised signatories list in the schedule.

#### SUPPORTING DOCUMENTS NEEDED

You must enclose the following supporting documentation with the Company's completed account application form:

- Copy of the Memorandum and Articles of Association (as applicable)
- Copy of the Certificate of Incorporation
- Copy of the most recent accounts
- Proof of registered address (recent annual return or print out from the company registry)
- Proof of business (postal) address if different to registered address (recent copy bill or bank statement displaying the Company's name and business address)
- Copy of register of shareholders **PLUS** verification of the identity of shareholders with a holding of 25% or more. For individual shareholders, please provide a copy of passport and a recent copy of residential utility bill for each. If a shareholder with a shareholding of 25% or more is a corporate entity please provide all the information in this list for each entity)
- Recent bank statement confirming the bank details that will be used to fund the account

We may contact you for further information/documentation.

#### WE ARE NOT ABLE TO OPEN YOUR ACCOUNT WITHOUT THESE SUPPORTING DOCUMENTS

#### **COMPLETING THE FORM**

- Please complete all sections IN FULL and in BLOCK CAPITALS
- If you have any questions, please call us on +44 20 7573 0219

## **COMPANY INFORMATION** 01 | COMPANY DETAILS Full name of company: \_\_ (the 'Company') Registered address: \_\_\_ ☐ Same as registered address Business (postal) address: \_\_\_\_\_ Postcode: \_\_\_\_\_ LEI number (if applicable): \_\_\_ Postcode: Nature of the business: 02 | REGULATION Is the Company regulated by the FCA or similar regulator? ☐ Yes ☐ No If 'Yes' please state the name of the regulator and regulatory number: 03 | CONTACT DETAILS Contact number (mandatory): \_\_\_ Email address (for account correspondence): 04 | BANK DETAILS Name of bank: Account name: Sort code/BIC: Account No./IBAN: \_\_\_ Approx. funds available to the Company's trading with IG: £ 05 | IDENTIFICATION OF DIRECTOR(s) We need to verify the identity of the directors signing this form before the account can be opened. SOLE DIRECTOR/DIRECTOR 1: DIRECTOR 2: Full name: Full name: Residential address: \_\_\_\_\_ Residential address: \_\_\_ Postcode: \_\_ \_\_\_\_\_ Postcode: \_\_\_ Date of Birth: \_\_ \_ / \_ \_ \_ / \_ \_ \_ \_ \_ \_ Date of Birth: \_\_ \_ / \_ \_ \_ \_ \_ \_ \_ 1. Are any Directors currently or previously bankrupt? ☐ Yes ☐ No If the answer is 'Yes', please give details: \_\_\_

IN THE CASE OF A COMPANY TWO DIRECTORS MUST SIGN IN THE CASE OF A PARTNERSHIP TWO OF THE PARTNERS MUST SIGN				
Signature:		Date:		
Name of Director/partner:				
X Signature:		Date:		
Name of Director/partner:				
I confirm that the Company understands the nature and risks of marginal Risk Disclosure Notice and Customer Agreement by way of the IG we Company agrees to be bound by the terms of these documents. I also	bsite and I hereby confirm th	at I have read, under		
DECLARATIONS				
4. Please provide us with any further information about the Company services are appropriate for the Company:	's knowledge and experienc	e that will help us ass	ess whether our	
Optional:	, l	al a 2011 I	1 .1	
Qualifications: the officer(s) have a good knowledge of OTC, leverage and/or education	ed derivatives because of a re	elevant professional c	qualification	
Experience: the officer(s) have a good knowledge of OTC, leveraged	derivatives through working	in the financial sector	. 🗆	
If <b>'Yes'</b> , please tick as applicable:				
3. Do the officer(s) of the Company who will be making the Company experience or qualifications which would assist the Company's und		ticular	☐ Yes ☐ No	
2. How has the Company mostly traded these products?	☐ Exe	cution-only and/or A	dvisory 🗌 Managed	
OTC derivatives (eg CFDs, spread betting, forex, binaries)	☐ More than 25 times	☐ 10 to 25 times	Less than 10 times	
Exchange-traded derivatives (eg warrants, futures or options)	☐ More than 25 times	☐ 10 to 25 times	Less than 10 times	
Shares and/or bonds	☐ More than 25 times	☐ 10 to 25 times	Less than 10 times	
Over the past three years, to what extent has the Company traded	•			
The law requires us to assess whether our services are appropriate for assessment. If there are any issues, we will contact you to discuss furth		ne information below	to make this	
KNOWLEDGE AND EXPERIENCE				
Please note that postal statements will incur a charge of £1 per statem	nent.			
In the absence of other instructions from you, we will send statements please tick this box:	s by email. It you would prefe	er to receive these by	post,	

06 | STATEMENT INSTRUCTIONS

#### DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF IG

#### GUARANTEE IN FAVOUR OF

IG Markets Limited, IG Index Limited and any other subsidiary\* of the IG Group of which IG Group Holdings plc of Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA is the holding Company\* ('IG').

\*Such words have the same meaning as are given to those terms in the Companies Act 2006.

GUARANTEE FROM	
Name of Guarantor:	(the <b>'Guarantor'</b> )
Address of Guarantor:	
	Postcode:
BACKGROUND	

- (the 'Customer') has opened an account or accounts with IG (the 'Account(s)') in order to enter into any or all of: (1) contracts for differences; (2) futures and options; (3) spread bets; or (4) any other transaction (each called 'Transactions') pursuant to the terms and conditions of the relevant IG Customer Agreement (the 'Customer Agreement').
- (b) When the Customer enters into such Transactions it will incur liabilities and obligations to IG pursuant to the terms of the Customer Agreement.
- (c) IG has agreed to allow the Customer to open the Account(s) on the condition that the Guarantor agrees to guarantee the due performance of the Customer's obligations arising under the Customer Agreement and the due payment of any amounts owed to IG by the Customer in accordance with the terms of this deed.

#### **GUARANTEE AND INDEMNITY**

- 1. The Guarantor guarantees the due and prompt payment of all monies and liabilities that become due and payable by the Customer under the Customer Agreement and the due and punctual performance and observance of all other obligations of the Customer under the Customer Agreement. If the Customer fails, for any reason, to pay any amount guaranteed above when due, the Guarantor shall, as principal obligor, pay that amount to IG on receiving its first written demand.
- 2. The Guarantor further agrees to indemnify IG and keep indemnified IG against all loss and damage incurred by IG by reason of the failure of the Customer to fulfil all its obligations under the Customer Agreement and to indemnify IG immediately on demand against any cost, loss or liability suffered by it if any Customer obligation is or becomes unenforceable, invalid or illegal.
- 3. A certificate in writing signed by IG or on IG's behalf stating the amount at any particular time due and payable by the Guarantor hereunder shall be conclusive evidence of such payment obligation, save in the case of manifest error by IG.
- 4. The Guarantor's liability under this deed will only be discharged by the receipt by IG of payment of monies owed under this deed in full. The Guarantor's liability will not be discharged by any other action, omission or fact and therefore shall not be affected by:

4.1. IG giving time or any other indulgence or forbearance to the Customer;

(name of Company)

- 4.2. the winding-up or re-organisation of the Customer, or the death of the Customer (as applicable);
- 4.3. if applicable, the Customer acting or purporting to act beyond the power conferred upon it by its Constitution or Memorandum and Articles of Association (as applicable) or without the power or authority of its Board of Directors or otherwise by reason of any want of power to enter into any Transaction with IG; or
- 4.4. any amendment from time to time to the Customer Agreement according to its terms.
- 5. Any receipt by IG of monies owed by the Customer from any person other than the Guarantor will reduce the outstanding balance only to the extent of the amount received.
- 6. Before enforcing this deed, IG shall not be obliged to take any action or obtain any judgment, nor make or file any claim in the bankruptcy, dissolution or winding up of the Customer.
- 7. The Guarantor agrees that in any litigation relating to this deed, the aforesaid obligations or any security therefor, the Guarantor waives:
  - 7.1. the right to interpose any defence based upon any statute of limitations; and/or

#### **GUARANTEE AND INDEMNITY (CONTINUED)**

- 7.2. any claim of laches or set-off or counter-claim of any nature; and/or
- 7.3. any rights of subrogation and indemnity against the Customer.
- 8. The Guarantor represents and warrants that:
  - 8.1. it has read and understood the terms of this deed; and
  - 8.2. it has the power to exercise its rights and perform its obligations under this deed and agrees to be bound by it: and
  - 8.3. this deed has been duly signed and delivered by the Guarantor; and
  - 8.4. its obligations described in this deed are legal, valid and binding obligations in accordance with their terms.
- 9. No warranty or representation (whether oral or otherwise) has been made by or on behalf of IG to induce the Guarantor to enter this deed and the Guarantor has made and will continue to make, without reliance on IG, independent investigation of the financial condition and affairs of the Customer and assessment

- of the creditworthiness of the Customer. The Guarantor further acknowledges that IG has no present or future duty or responsibility to provide the Guarantor with any information relating to the financial condition or affairs of the Customer.
- 10. No failure or delay by IG in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of waiver of any right or remedy produce its further exercise or the exercise of any other right or remedy.
- 11. Each of the provisions of this deed is severable and distinct from the others and, if at any time, one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired hereby.
- 12. The Guarantor agrees to provide IG with such information and copies of such documents as are reasonably requested by IG for the purposes of IG determining whether to enter into, or to continue to rely on, this deed including, without limitation, evidence showing the Guarantor does in fact have sufficient funds with which to guarantee the obligations of the Customer under this deed.

#### **GOVERNING JURISDICTION**

This deed shall be construed and interpreted according to the laws of England & Wales, and the courts of England & Wales will have exclusive jurisdiction to hear and determine any dispute arising out of the present deed except that IG also has the right to pursue its rights under this deed in any other jurisdiction.

## EXECUTED AS A DEED

Where the Guarantor is an individual:

THE GUARANTOR	
This deed is signed by the Guarantor:	
Name:	
X Signature:	Date:
IN THE PRESENCE OF:	
Name of witness:	
Address:	
	Postcode:
X Signature:	Date:

Or where the Guarantor is a company, in compliance with its constitutional documents:

(I) SIGNED BY THE DIRECTOR	
This deed is signed by the Director:	
Name:	
X Signature:	Date:
IN THE PRESENCE OF:	
Name of witness:	
Address:	
	Postcode:
X Signature:	Date:

(II) SIGNED BY THE DIRECTOR/COMPANY SECRETARY		
This deed is signed by the Director/Company Secretary:		
Name:		
X Signature: Date:		
IN THE PRESENCE OF:		
Name of witness:		
Address:		
Postcode:		
Signature: Date:		

## I (name): Company Secretary/Director of (Name of Company): (the 'Company') certify that the following resolutions were duly passed by the Directors of the Company at a meeting held on Date:

#### IT WAS RESOLVED AS FOLLOWS:

**CERTIFIED BOARD RESOLUTION** 

- 1. That account(s) (the 'Account(s)') be opened with IG Markets Limited ('IG') in the name of the Company for the purpose of entering into Contracts For Differences (CFDs) and any transactions related or ancillary to any of the contracts.
- 2. That an agreement be entered into with IG in connection with the opening of the Accounts in such form as IG shall require (the 'Agreement') and that all transactions entered into by the Company will be subject to the terms of the Agreement as amended from time to time.
- 3. That each of the persons whose names and specimen signatures appear in the attached authorised signatories list (the 'Authorised Signatories') shall be and are hereby jointly and severally authorised to sign any document in connection with the opening or operation of the Account(s), including (but without limitation) the Agreement and any document creating, perfecting or relating to any mortgage, charge or encumbrance over the Company's assets and to give any oral or written instructions to IG with respect to the Account(s) including (but without limitation) instructions to effect or otherwise enter into transactions with or on behalf of the Company.
- 4. That any transactions of any description whatsoever previously entered into by the Company with or through IG be and are hereby ratified and approved.
- 5. That these Resolutions be communicated to IG and shall remain in force and that IG shall be entitled to rely on the same until an amending resolution shall be passed and a copy certified by an officer of the Company shall have been received by IG.

I further certify that there is no legal or other reason why the Company should not conduct this business.

X Signature of Company Secretary/Director:	Date	

#### WHAT TO DO NEXT

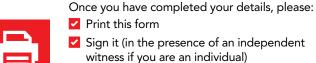
#### 1. Please check:

- you have fully completed all sections of the application form
- all the appropriate people have signed the form and the authorised signatory list in the schedule
- you have enclosed the required proof of identity, and copy of an authorised signatory list

If you have any questions please call us on +44 20 7573 0219 or email institutionalsales@ig.com

#### 2. Return your application to:

IG Institutional sales desk Cannon Bridge House 25 Dowgate Hill London EC4R 2YA or email institutionalsales@ig.com



Return it to us



# SCHEDULE **AUTHORISED PERSONS LIST:** Authorised signatories for: \_\_\_\_\_ (name of Company) (date) as at: \_\_ DATE OF BIRTH (DD/MM/YYYY) NAME

×	Signed:
	Name of Director signing: