

# APPLICATION TO OPEN A SPREAD BETTING ACCOUNT (CORPORATE)

C	ERTIFIED BOARD RESOLUTION	
I (N	lame):	
Cor	mpany Secretary/Director of (Name of Company):	(the <b>'Company'</b> )
cert	tify that the following resolutions were duly passed by the Directors of the Company at a meeting held on	
Dat	te:	
IT	WAS RESOLVED AS FOLLOWS:	
	That account(s) (the 'Account(s)') be opened with IG Index Limited ('IG') in the name of the Company for the purpose of ent spread betting and any transactions related or ancillary to any of the contracts.	ering into
	That an agreement be entered into with IG in connection with the opening of the Accounts in such form as IG shall require (t and that all transactions entered into by the Company shall be subject to the terms of the Agreement as amended from time	
	That each of the persons whose names and specimen signatures appear below (the 'Authorised Signatories') shall be and a and severally authorised to sign any document in connection with the opening or operation of the Account(s), including (but the Agreement and any document creating, perfecting or relating to any mortgage, charge or encumbrance over the Comp give any oral or written instructions to IG with respect to the Account(s) including (but without limitation) instructions to effect into transactions with or on behalf of the Company.	without limitation) any's assets and to
	(i) Print Name & Title of Authorised Signatory:	
	Specimen Signature:	
	(ii) Print Name & Title of Authorised Signatory:	
	Specimen Signature:	
	That any transactions of any description whatsoever previously entered into by the Company with or through IG be and are hand approved.	nereby ratified
	That these Resolutions be communicated to IG and shall remain in force and that IG shall be entitled to rely on the same untresolution shall be passed and a copy certified by an officer of the Company shall have been received by IG.	il an amending
I fui	rther certify that there is no legal or other reason why the Company should not conduct this business.	
×	Signature of Company Secretary/Director: Date:	

COMPANY INFORMATION				
01   COMPANY DETAILS				
Name of Company:				
Registered address:		Business (mailing) address:		
Post	code:		Postcode:	
Please confirm the tax residence(s) of the				
JURISDICTION	TAX IDENTIFICATION N	NUMBER (TIN)*	IF TIN UNAVAILABLE, PLEASE SPECIFY REASON	
*Please only provide Tax Identification Number(s) where the Corp	porate is resident in the US, UK Crown Depend	lencies and Gibraltar.		
What type of entity is the Corporate?		☐ Trust ☐	Financial Institution (other than trust)	her
If 'Other', please specify:				
Trust – A trust is a legal arrangement where one or more 'trustee http://www.hmrc.gov.uk/trusts/intro/basics.htm Financial Institution – Financial Institutions include depository http://www.hmrc.gov.uk/drafts/uk-us-fatca-guidance-notes.pdf	and custodial institutions. For further informa			
02   CONTACT DETAILS				
Main contact number (mandatory):		Secondary contact number:		
Email address (mandatory):				
03   BANK DETAILS				
Name of bank:				
Address of bank:		Account name:		
		Account No./IBAN:		
		Sort code/BIC:		
Post	code:	Approx. funds avail the Company's bet	lable to ting with IG: <b>£</b>	
04   STATEMENT INSTRUCTIONS		_		
In the absence of other instructions from your Please note that postal statements will incu		email. If you would pr	refer to receive these by post, please tick this box:	

#### YOUR KNOWLEDGE AND EXPERIENCE

Please complete the following section so we can assess the appropriateness of our services for the Company. Please note that we are required to make this assessment by law. It may be that we do not consider the account type you have selected to be appropriate for the Company. If this is the case, we will contact you to discuss further options.

1.	To what extent over the past 3 years has the Company traded the fol	lowing?		
	Shares and/or bonds	☐ 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
	OTC derivatives (eg CFDs, spread betting, forex, binaries)	☐ More than 25 times	☐ 10 to 25 times	Less than 10 times
2.	How has the Company mostly traded these products?	☐ Exe	cution-only and/or Ac	lvisory 🗌 Managed
3.	. Do the officer(s) of the Company who will be making the Company's betting decisions have particular experience or qualifications which would assist the Company's understanding of our services?			
lf y	ves:			
Od	ccupational experience: the officer(s) have a good knowledge of OTC, le	veraged derivatives through v	vorking in the financial	sector
	ualifications: the officer(s) have a good knowledge of OTC, leveraged od/or education	derivatives because of a releva	ant professional qualifi	cation
4.	Please provide us with further information regarding the Company's appropriate for the Company:	knowledge and experience t	hat will help us assess	whether our services are

#### SUPPORTING DOCUMENTATION

The following supporting documentation must accompany the Company's completed account Application Form:

- Memorandum and Articles of Association
- Certificate of Incorporation
- Most recent accounts
- Proof of registered Address (recent copy of utility bill or bank statement displaying the Company's Name and Registered Address)
- Proof of Business (mailing) Address (recent copy of utility bill or bank statement displaying the Company's Name and Business (mailing) Address)
- Individual verification of two Directors (copy of passport and a recent copy of residential utility bill for each)
- Copy of Register of Shareholders
  - Individual verification of shareholders with a holding of 25% or more
  - Individual shareholders (copy of passport and a recent copy of residential utility bill for each)
- Corporate shareholders (a complete list of supporting documentation for each Company as listed above)
- Recent bank statement confirming the bank details you will be using for funding your account

We may contact you for further information/documentation.

#### WE ARE NOT ABLE TO OPEN AN ACCOUNT WITHOUT THIS SUPPORTING DOCUMENTATION

# IDENTIFICATION OF DIRECTOR(S)

We will verify a Director's identity before betting can occur on the account.

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:	
DECLARATIONS	
I confirm that the Company understands the nature and risks of spread be information by way of a website: the Risk Disclosure Notice, the Spread Be the Summary Conflicts Policy and I hereby confirm that I have read, under documents. Finally, I confirm that the information provided by me in this formation provided by me in this formation.	etting Customer Agreement, the Summary Order Execution Policy and stood and that the Company agrees to be bound by the terms of these
X Signature:	Date:
X Signature:	Date:
In the case of a Company two authorised signatories are required as w	vell as a Certified Board Resolution. In the case of a Partnership two of

the Partners must sign. In case of a Trust two authorised signatories must sign and a Declaration by the Trustees must be completed.

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

#### **GUARANTEE IN FAVOUR OF:**

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 Corporations Act 2006.

#### GUARANTEE FROM:

The person or company named in part 1 of the schedule to this agreement (the 'Guarantor').

#### DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF IG (CONTINUED)

#### **BACKGROUND:**

- A. The person or company identified and named in part 2 of the schedule to this deed (the 'Customer') has opened an account or accounts with IG which may be further detailed in part 3 of the schedule to this deed ('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 ('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.
- 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;
  - 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
  - 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.

# DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF IG (CONTINUED)

## EXECUTED AS A DEED

Where the Guarantor is an Individual:

PART 1: 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:				
Signature: Date:				
IN THE PRESENCE OF:				
Name of Witness:				
Address:				
Postcode:				
X Signature: Date:				

## SCHEDULE

PART 1: THE GUARANTOR	PART 2: THE CUSTOMER
(i) Name:	(i) Name:
Address:	Address:
Postcode:	Postcode:
PART 3: DETAILS OF GUARANTEED ACCOUNTS	

DADT 3	DETAIL	OFCL		CCOLL	
PARI 3'	DETAILS		JARANI		

Unless specified here in part 3 of the Schedule, all accounts in the name of the Customer from time to time are hereby guaranteed by the Guarantor. If this Guarantee is to be limited, please specify all guaranteed Account(s) below:

Once you have completed your details, please:

- Print this form
- Sign it (in the presence of an independent witness if you are an individual)
- Return it to us

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