

# **BEFORE YOU START**

This form enables you (the **'Company'**) to apply for a corporate client account with us, IG Europe GmbH. 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 applicant

- In the case of a company, the director(s) or authorised representative(s)
- In the case of a partnership, the partner(s) or authorised representative(s)

#### On behalf of the guarantor

• The individual guarantor **OR** if a company is the guarantor, the director(s) of the company or its authorised representative(s)

#### WHAT YOU NEED TO KNOW

Before you apply, it is important to read our Risk Disclosure Notice, Summary of Precontractual Information, CFD Customer Agreement, Notice of Specific Consents, Order Execution Policy, Costs and Charges, Conflicts Policy, Complaints Policy, Key information document (CFD) and Privacy Notice and Access Policy. You can find them all at www.IG.com/uk/terms-and-agreements-ige

## LEI NUMBER (LEGAL ENTITY INDENTIFIER)

An LEI number is your company's unique 20-character code which you or your counterparty will use to identify your financial transactions in accordance with EMIR and MiFID II reporting requirements. This is a mandatory requirement for all entities trading with IG Europe GmbH and any other subsidiary (*Konzernunternehmen*)\* 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'**).

#### LEI Number:

\*Within the meaning of Section 18 of the German Securities Act (Aktiengesetz).

## **BOARD RESOLUTION**

If your board/shareholders 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 or trade register excerpt (as applicable);
- copy of the most recent account statements;
- proof of registered address (recent annual return) (if not already provided in the trade register excerpt);
- 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 (if not already provided in the trade register excerpt) **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; and
- 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 0800 195 8009 (+44 207 896 0011)

COMPANY INFORMATION		
01   COMPANY DETAILS		
Full name of company:		
Registered address:	Business (postal) address:	Same as registered address
Postcode:		Postcode:
Nature of the business:		
02   REGULATION		
Is the Company regulated by the Federal Financial Supervisory Authori	ty or similar regulator? 🛛 🗌 Yes	🗌 No
If <b>'Yes'</b> 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 director(s) or authorised representative(s) signing this form before the account can be opened.

SOLE DIRECTOR/REPRESENTATIVE / DIRECTOR 1/ REPRESENTATIVE 1:	DIRECTOR 2/REPRESENTATIVE 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?	🗌 No
If the answer is <b>'Yes'</b> , please give details:	

Authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin") BaFin register number 148759 and Deutsche Bundesbank. IG Europe GmbH's Swedish branch is registered with Finansinspektionen.

## 06 | STATEMENT INSTRUCTIONS

In the absence of other instructions from you, we will send statements by email. If you would prefer to receive these by post, please tick this box:

Please note that postal statements will incur a charge of 1 EUR per statement.

## KNOWLEDGE AND EXPERIENCE

The law requires us to assess whether our services are appropriate for the Company. We will use the information below to make this assessment. If there are any issues, we will contact you to discuss further options.

1. Over the past three years, to what extent has the Company traded the following?

Shares and/or bonds	☐ More than 20 times	☐ 10 to 20 times	Less than $$	10 times
Exchange-traded derivatives (eg warrants, futures or options)	More than 20 times	🗌 10 to 20 times	Less than '	10 times
OTC derivatives (eg CFDs, spread betting, forex, binaries)	☐ More than 20 times	10 to 20 times	Less than 2	10 times
2. How has the Company mostly traded these products?	Exe	ecution-only and/or A	dvisory 🗌 Mar	naged
<ol> <li>Do the officer(s) of the Company who will be making the Compa experience or qualifications which would assist the Company's ur</li> </ol>	, ,	rticular	🗌 Yes	🗌 No
If <b>'Yes'</b> , please tick as applicable:				
Experience: the officer(s) have a good knowledge of OTC, leverage	d derivatives through working	in the financial secto	r	
Qualifications: the officer(s) have a good knowledge of OTC, levera and/or education	ged derivatives because of a r	elevant professional o	qualification	

#### **Optional:**

4. Please provide us with any further information about the Company's knowledge and experience that will help us assess whether our services are appropriate for the Company:

## DECLARATIONS

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. **74% of retail investor accounts lose money when trading CFDs with this provider.** You should consider whether you understand how CFDs work, and whether you can afford to take the high risk of losing your money. Professional clients can lose more than they deposit.

I confirm that the Company understands the nature and risks of margin trading via CFDs. I consent to the provision to the Company of the Risk Disclosure Notice, Notice of Specific Consents, Costs and Charges, Order Execution Policy, Key information document (CFD), Complaints Policy, Conflicts Policy, Summary of Precontractual Information and CFD Customer Agreement by way of the IG website and I hereby confirm that I have read, understood and that the Company agrees to be bound by the terms of these documents. I also agree to IG's Privacy Notice and Access Policy.

I confirm that I will notify IG immediately of any changes to the information provided, including, but not limited to, any change in beneficial ownership.

Name of director/partner:	
X Signature:	Date:
Name of director/partner:	
Signature:	Date:
—	

## MARKETING CONSENT

We agree that IG or other IG Group companies may inform us about their trading ideas, products, and services via email.

🗌 Yes 🗌 No

(a)

Our consent is given voluntarily and may be withdrawn at any time. Any such withdrawal of our consent shall not affect the lawfulness of the data processing conducted prior to such withdrawal. For further information on how to exercise the right of withdrawal or how we might use your data, please refer to the Privacy Notice and Access Policy and the Information on Data Processing on www.ig.com/uk/ privacy-ige

## GUARANTEE AND INDEMNITY IN FAVOUR OF IG

### **GUARANTEE IN FAVOUR OF**

IG Europe GmbH and any other subsidiary (*Konzernunternehmen*)\* 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'**).

\*Within the meaning of Section 18 of the German Securities Act (Aktiengesetz).

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

(name of Company)

(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) options; or (3) any other transaction (each called 'Transactions') pursuant to the terms and conditions of the 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 guarantee.

## **GUARANTEE AND INDEMNITY**

- The Guarantor hereby unconditionally and irrevocably guarantees by way of an independent payment obligation (*selbstständiges Zahlungsversprechen*) to IG to pay in the currency and at the place of payment specified in the Customer Agreement any amount or sums (including any commission, fees, costs, charges, spreads, expenses, taxes or any other amounts) owed by the Customer to IG under the Customer Agreement which has not been paid when due (the 'Guarantee').
- 2. Payments under this Guarantee shall be due within five (5) business days of a written demand by IG stating the payments of the relevant amount, commission, fees, costs, charges, spreads, expenses, taxes or any other amounts owed by the Customer under the Customer Agreement and confirming that the sum demanded from the Guarantor corresponds to the sum of any such amounts not paid by the Customer when due. For the avoidance of doubt this Guarantee does not constitute a guarantee upon first demand (*Garantie auf erstes Anfordern*); any rights and/or defences the Guarantor may have with respect

to any payment requested under the Guarantee – in each case in accordance with the terms of the Customer Agreement – shall not be affected by the provisions of this Guarantee.

- 3. IG will not be required to claim payment from the Customer or proceed against the Customer or any other person before claiming any rights under this Guarantee.
- 4. The Guarantee creates an independent obligation of the Guarantor vis-à-vis IG, irrespective of the validity, legality and enforceability of the Customer's obligations under the Customer Agreement, irrespective of any other security and indemnity, regardless of any defences or objections of the Customer and regardless of any other acts, omissions or matters which relate to and which would reduce, release or prejudice the Customer's obligations under the Customer Agreement. Thus, in particular, neither the payment obligations nor any other rights of IG against the Guarantor under the Guarantee will be extinguished or otherwise affected by any of the following:

IG Europe GmbH, Application to Open a Margin Trading Account (Corporate), July 2019

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- the extension of time or any other suspensions granted to the Customer with respect to the Customer's obligations under the Customer Agreement;
- 4.2. amendments or waivers regarding the Customer's obligations under the Customer Agreement;
- 4.3. the winding-up, dissolution or restructuring of the Customer or the appointment of an administrator for its assets or a change in its legal status, function or control or ownership structure; and
- 4.4. the invalidity, illegality or unenforceability of the Customer's obligations under the Customer Agreement.
- 5. In any of these cases and in similar cases and irrespective of whether any of the matters described in 4.1 to 4.4 above affect the claims of IG against the Customer, make them unenforceable vis-à-vis the Customer, or cause them to extinguish the claims of IG against the Customer shall for the purposes of this Guarantee be deemed owed and due in accordance with the Customer Agreement.
- 6. If as a result of insolvency, settlement or any similar proceeding applicable to the Customer or the Guarantor (due to voidable preference or otherwise) IG is obliged to repay monies received in discharge of any obligations under the Customer Agreement, the obligations of the Guarantor under this Guarantee shall revive and the Guarantee may also be continuing in such case until all obligations owed under or in connection with the Customer Agreement have been unconditionally and irrevocably discharged in full.
- 7. Until all claims of IG under and in connection with the Customer Agreement have been irrevocably paid in full, the Guarantor will not assert any legal or contractual indemnity, compensation, recourse and subrogation claims which it may have by reason of a claim under the Guarantee or accept any payments or other benefits caused by payment under the Guarantee. Any amount received by the Guarantor prior to the abovementioned date.

## GOVERNING JURISDICTION

This guarantee and any non-contractual obligations arising out of or in connection with this guarantee shall be governed by and construed and interpreted according to the laws of the Federal Republic of Germany.

The courts in Frankfurt am Main shall have non-exclusive jurisdiction in relation to this Guarantee.

## EXECUTION

Where the Guarantor is an individual:

THE GUARANTOR	
This guarantee is signed by the Guarantor:	
Name:	
Signature:	Date:

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

(I) SIGNED BY THE DIRECTOR/AUTHORISED REPRESENTATIVE	(II) SIGNED BY THE DIRECTOR/COMPANY SECRETARY/AUTHORISED REPRESENTATIVE	
This guarantee is signed by the director/authorised representative:	This guarantee is signed by the director/company secretary/ authorised representative:	
Name:	Name:	
Signature: Date:	Signature: Date:	

# CERTIFIED BOARD/SHAREHOLDERS' RESOLUTION

I (name): \_

Company secretary/director of (Name of Company):

(the 'Company')

certify that the following resolutions were duly passed by the directors/shareholders of the Company at a meeting held on

Date: \_

## IT WAS RESOLVED AS FOLLOWS:

- 1. That account(s) (the 'Account(s)') be opened with IG Europe GmbH ('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.
- 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 the Authorised Signatories shall be and are hereby jointly and severally authorised to sign any document in connection with the opening or operation of any additional account(s).
- 5. That any transactions of any description whatsoever previously entered into by the Company with or through IG be and are hereby ratified and approved.
- 6. 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.

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 0800 195 8009 (+44 20 7896 0011) or email institutionalsales@ig.com

## 2. Return your application to:

IG Institutional sales desk Stureplan 2, 114 35 Stockholm or email institutionalsales@ig.com

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Once you have completed your details, please: Print this form Sign it

Return it to us

IG EUROPE GMBH Stureplan 2, 114 35 Stockholm T 0800 195 8009 (+44 20 7896 0011) E helpdesk.uk@ig.com W IG.com

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### AUTHORISED PERSONS LIST:

## Authorised signatories for: \_\_\_\_\_\_ (name of Company)

(date)

as at: \_\_\_\_\_

NAME	DATE OF BIRTH (DD/MM/YYYY)	SIGNATURE

## X Signed:

Name of director signing: \_\_\_\_