



## 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 applicant

- 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](https://www.ig.com/uk/professional-corporate-trader).

### LEI NUMBER (LEGAL ENTITY IDENTIFIER)

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.

LEI Number: \_\_\_\_\_

## CERTIFIED BOARD RESOLUTION

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:

1. That account(s) (the '**Account(s)**') be opened with IG Markets South Africa Limited and IG Markets Limited ('**IG**') in the name of the Company for the purpose of entering into Contracts For Difference (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 shall 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 below (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 us 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.

(i) Print Name and Title: \_\_\_\_\_

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

(ii) Print Name and Title: \_\_\_\_\_

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

Please complete the schedule if there are more than 2 Authorised Signatories.

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.

 Signature of Company Secretary/Director: \_\_\_\_\_ Date: \_\_\_\_\_

## SUPPORTING DOCUMENTATION

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

- Copy of Certificate of Incorporation (form CM1 for a company or form CK1 or CK2 for a close corporation or CoR documentation)
- Copy of the Memorandum and Articles of Association (as applicable)
- Copy of Notice of registered address (Notices of Registered address can be a CM22 or a certificate of confirmation for a company)
- 3 months bank statements OR latest financial statements (for credit approval purposes and must reflect funds available for trading)
- Recent bank statement confirming the bank details you will be using for funding your account
- Proof of shareholders document Please note: The shareholders register must show the number of shares authorised and issued by the company and must be stamped by a registered accountant or auditor. The details (name, address and number of shares allocated) of all the shareholders must show on the register
- Proof of directors (CM or CoR documentation) for a company
- Proof of trading address. This should be in the form of a utility bill that contains the physical business address of the company and is not older than 3 months
- Verification of all the directors signing the application and any shareholder with a holding of 25% or more. For each such individual, we require:
  - A clear copy of your green-barcoded identity document
  - Copies of 2 different documents as proof of address (a utility bill or similar document – visit [www.ig.com/za/supporting-documents](http://www.ig.com/za/supporting-documents). Each should show your name, a full residential address that matches the address on the application and be dated within the last 3 months
- Corporate shareholders or Directors
  - A complete list of supporting documentation for each Company as listed above
  - Verification of directors and shareholders with 25% or greater stake as above

WE MAY CONTACT YOU FOR MORE SUPPORTING DOCUMENTATION

## COMPANY INFORMATION

### 01 | COMPANY DETAILS

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

Registration Number: \_\_\_\_\_ Trading address: \_\_\_\_\_  Same as Registered address

Income Tax Reference Number: \_\_\_\_\_

Registered address: \_\_\_\_\_ Postcode: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_ Where did you hear about us: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

### REGULATION

Is the Company FSB regulated or similar regulator?  Yes  No

If 'Yes' please state the name of the regulator and regulatory number (eg FSP No.): \_\_\_\_\_

### 02 | CONTACT NUMBERS

Telephone (office hours): \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone (out of hours): \_\_\_\_\_ Email: \_\_\_\_\_

### 03 | BANK DETAILS

Name of Bank: \_\_\_\_\_ Account Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_ Account No./IBAN: \_\_\_\_\_

Branch Code/ Sort code/BIC: \_\_\_\_\_ Approx. funds available to the Company's trading with us: **R** \_\_\_\_\_

## 04 | CONFIRMATION OF TAX RESIDENCE

Please confirm the tax residence(s) of the Corporate below:

4.1. Is the company registered to pay tax in South Africa only?  Yes  No

If 'Yes' then ignore section 4.2 and proceed to section 05.

4.2. Complete the below section if the company is registered in the US, UK Crown Dependencies and Gibraltar.

JURISDICTION	TAX IDENTIFICATION NUMBER (TIN)**	IF TIN UNAVAILABLE, PLEASE SPECIFY REASON

\*\*Please only provide Tax Identification Number(s) where the Corporate is resident in the US, UK Crown Dependencies and Gibraltar.

Is the Company a Financial Institution?  Yes  No

If 'Other', please specify: \_\_\_\_\_

Financial Institution – Financial Institutions include depository and custodial institutions. For further information, please refer to section 2.1 of HMRC guidance <http://www.hmrc.gov.uk/drafts/uk-us-fatca-guidance-notes.pdf>

## 05 | IDENTIFICATION OF DIRECTOR(S)

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

### SOLE DIRECTOR/DIRECTOR 1:

Full name: \_\_\_\_\_

Residential address: \_\_\_\_\_  
\_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

### DIRECTOR 2:

Full name: \_\_\_\_\_

Residential address: \_\_\_\_\_  
\_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

1. Are any Directors currently or previously bankrupt?  Yes  No

If the answer is 'Yes', please give details:

\_\_\_\_\_  
\_\_\_\_\_

## 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 £5 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 last three years, how many times has the Company traded the following products?

Shares and/or bonds	<input type="checkbox"/> More than 25 times	<input type="checkbox"/> 10 to 25 times	<input type="checkbox"/> Less than 10 times
Exchange-traded derivatives (eg warrants, futures or options)	<input type="checkbox"/> More than 25 times	<input type="checkbox"/> 10 to 25 times	<input type="checkbox"/> Less than 10 times
OTC derivatives (eg CFDs, forex, binaries)	<input type="checkbox"/> More than 25 times	<input type="checkbox"/> 10 to 25 times	<input type="checkbox"/> Less than 10 times

2. How has the Company mostly traded these products?  Execution-only and/or Advisory  Managed

3. Do the officer(s) of the Company who will be making the Company's trading decisions have particular experience or qualifications which would assist the Company's understanding of our services?  Yes  No

If 'Yes', please tick as applicable:

Experience: the officer(s) have a good knowledge of OTC, leveraged derivatives through working in the financial sector

Qualifications: the officer(s) have a good knowledge of OTC, leveraged derivatives because of a relevant professional qualification and/or education

### 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:

## EMIR CLASSIFICATION

Under EMIR legislation, we require confirmation of whether you are a financial counterparty, a non-financial counterparty (plus or minus), a central counterparty clearing house or other, please see details below.

Please indicate below;

Financial Counterparty  Non-Financial Counterparty Plus  Non-Financial Counterparty minus  
 Central Counterparty Clearing House  Other type

If you have selected Non-Financial Counterparty minus above, Please confirm if you are currently undertaking EMIR reporting of traded derivative contracts to a recognised trade repository (TR) yourselves?

Yes  No

**FINANCIAL COUNTERPARTY**

Please indicate the type of Financial Counterparty You are (multiple selections permitted, where more than one activity applies, please number in order of the relative importance of the corresponding activities, 1 being the most relevant activity):

- Assurance undertaking authorised in accordance with Directive 2009/138/EC
- Credit institution authorised in accordance with Directive 2013/36/EU
- Investment firm authorised in accordance with Directive 2014/65/EU
- Insurance undertaking authorised in accordance with Directive 2009/138/EC
- Alternative investment fund managed by AIFMs authorised or registered in accordance with Directive 2011/61/EU
- Institution for occupational retirement provision within the meaning of Article 6(a) of Directive 2003/41/EC
- Reinsurance undertaking authorised in accordance with 2009/138/EC
- Undertakings for the Collective Investment in Transferable Securities (UCITS) and its management company, authorised in accordance with Directive 2009/65/EC of the European Parliament and of the Council

**NON-FINANCIAL COUNTERPARTY**

Please indicate the type of Non-Financial Counterparty You are (multiple selections permitted, where more than one activity applies, please number in order of the relative importance of the corresponding activities, 1 being the most relevant activity):

- Agriculture, forestry and fishing
- Mining and quarrying
- Manufacturing
- Electricity, gas, steam and air conditioning supply
- Water supply, sewerage, waste management and remediation activities
- Construction
- Wholesale and retail trade, repair of motor vehicles and motorcycles
- Transportation and storage
- Accommodation and food service activities
- Information and communication
- Financial and insurance activities
- Real estate activities
- Professional, scientific and technical activities
- Administrative and support service activities
- Public administration and defence; compulsory social security
- Education
- Human health and social work activities
- Arts, entertainment and recreation
- Other service activities
- Activities of households as employers; undifferentiated goods – and services –producing activities of households for own use
- Activities of extraterritorial organisations and bodies

You are an NFC+ if your annual gross notional value of assets traded is above any of the thresholds outlined below and you are an NFC- if you are below the thresholds.

## EMIR CLASSIFICATION (CONTINUED)

ASSET CLASS	CLEARING THRESHOLD
Credit derivative contracts	€1 billion
Equity derivative contracts	€1 billion
Interest rate derivative contracts	€3 billion
Foreign exchange derivative contracts	€3 billion
Commodity derivative contracts and others	€3 billion

### TRADING ACTIVITY

If you are a Non-Financial Counterparty, please also select which option below best applies your trading;

My trades are for treasury financing and/or commercial activity\*

Yes  No

## DECLARATIONS

- **Consent to credit references:** I consent to you making enquiries about my credit record with any credit reference agency and any other party to confirm any or all of the information provided herein by me. I also consent to you providing credit reference agencies with regular updates about the conduct of my accounts, including the failure to meet the agreed terms and conditions. I also agree that the credit reference agencies may, in turn, make my records and details available to other credit grantors. I further consent to you carrying out identity and fraud prevention checks and sharing information through the South African Fraud Prevention Service, relating to this application.
- **Understanding the risks:** I confirm that the Company has received the Risk Disclosure Notice and understands the nature and risks of margin trading via CFDs.
- **Agreement to your terms and conditions:** I consent to the provision to the Company of the Risk Disclosure Notice and 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 Policy.
- **Declaration of truth:** Finally, I confirm that the information provided by me in this form on behalf of the Company is true and correct.

Please tick if the board also resolved to authorise the Directors/Partners listed herein to open additional accounts with IG on behalf of the Company.

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

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

**In the case of a Company two authorised signatories are required as well 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.**

\*Are your trades designed to reduce risks directly related to the commercial activity or treasury financing activity

# 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 '**Guarantor**')

Address of Guarantor: \_\_\_\_\_

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

## BACKGROUND:

- (a) \_\_\_\_\_ (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 difference; (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

The Guarantor(s) agrees as follows:

1. I/we unconditionally and irrevocably guarantee 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, I/we shall, as principal obligor, pay that amount to IG on receiving its first written demand and I/we further agree 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.
2. A certificate in writing signed by IG or on IG's behalf stating the amount at any particular time due and payable by me/us hereunder shall be conclusive evidence of such payment obligation, save in the case of manifest error by IG.
3. My/our liability under this Deed will only be discharged by the receipt by IG of payment of monies owed under this Deed in full. It will not be discharged by any other action, omission or fact and therefore shall not be affected by:
  - 3.1. IG giving time or any other indulgence or forbearance to the Customer;
  - 3.2. the winding-up or re-organisation of the Customer;
  - 3.3. the Customer acting or purporting to act beyond the power conferred upon it by its Replaceable Rules, 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 Contract for Difference with IG, or
  - 3.4. any amendment from time to time to the Customer Agreement according to its terms and tenor or to the IG Markets Limited Product Disclosure Statement
4. Any receipt from any person other than me/us will reduce the outstanding balance only to the extent of the amount received.
5. 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.
6. I/we agree that in any litigation relating to this Deed, the aforesaid obligations or any security therefore, I/we shall waive the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature.
7. I/we acknowledge that I/we have not relied on any warranty or representation (whether oral or otherwise) made by or on behalf of IG to induce me/us to enter this Deed and that I/we have made and will continue to make, without reliance on IG, my/our own independent investigation of the financial condition and affairs of the Customer and assessment of the creditworthiness of the Customer and further acknowledge that IG has no present or future duty or responsibility to provide me/us with any information relating to the financial condition or affairs of the Customer.
8. 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.
9. I/we agree 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.
10. I/we acknowledge that where there is more than one Guarantor named in this Deed, my/our liability is joint and joint and several.



## GOVERNING JURISDICTION

This Deed shall be construed and interpreted according to the laws of the State of Victoria and the Courts of competent jurisdiction in the State of Victoria 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: \_\_\_\_\_

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

### IN THE PRESENCE OF:

Name of witness: \_\_\_\_\_

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

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

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

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

#### SIGNED BY THE DIRECTOR

This deed is signed by the Director: \_\_\_\_\_

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

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

#### IN THE PRESENCE OF:

Name of witness: \_\_\_\_\_

\_\_\_\_\_

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

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

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

#### 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: \_\_\_\_\_

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

**IG MARKETS SOUTH AFRICA LIMITED** The Place, 1 Sandton Drive, Sandton, Gauteng, 2196, South Africa **T** +27 (0)10 344 0053 **F** +27 (0)11 467 8501 **E** helpdesk.za@ig.com **W** IG.com

**IG MARKETS LIMITED** Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA **T** 0800 195 8009 or +44 20 7633 5320 **F** +44 20 7896 0010 **E** helpdesk.uk@ig.com **W** IG.com



Once you have completed your details, please:

- Print this form
- Sign it
- Return it to us

