

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**IT WAS RESOLVED AS FOLLOWS:**

1. That account(s) (the '**Account(s)**') be opened with IG Europe Limited ('**IG**') in the name of the Company for the purpose of entering into spread betting 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 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.

(i) Print Name & Title of Authorised Signatory: \_\_\_\_\_

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

(ii) Print Name & Title of Authorised Signatory: \_\_\_\_\_

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

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: \_\_\_\_\_

## COMPANY INFORMATION

### 01 | COMPANY DETAILS

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

Registered address: \_\_\_\_\_ Business (mailing) address: \_\_\_\_\_

\_\_\_\_\_

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

List of nationality (s): \_\_\_\_\_

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

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.

What type of entity is the Corporate?  Trust  Financial Institution (other than trust)  Other

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

Trust – A trust is a legal arrangement where one or more 'trustees' are made legally responsible for holding assets for the benefit of one or more 'beneficiaries', see HMRC definition contained at <http://www.hmrc.gov.uk/trusts/intro/basics.htm>

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>

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

\_\_\_\_\_ Postcode: \_\_\_\_\_ Approx. funds available to the Company's betting with IG: £ \_\_\_\_\_

### 04 | 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 per statement.

## 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. Over the last year, how many times have you traded the following products?

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 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 betting decisions have particular experience or qualifications which would assist the Company's understanding of our services?  Yes  No

If yes:

Occupational 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

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

## 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:

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:

\_\_\_\_\_

\_\_\_\_\_

## 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

## EMIR CLASSIFICATION (CONTINUED)

### 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.

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

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

## DECLARATIONS

Spread bets and CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. **75% of retail investor accounts lose money when trading spread bets and CFDs with this provider.** You should consider whether you understand how spread bets and CFDs work, and whether you can afford to take the high risk of losing your money.

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.

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.**

## DEED OF GUARANTEE AND INDEMNITY IN FAVOUR OF IG

### GUARANTEE IN FAVOUR OF:

IG Europe 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**').

### 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.
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;
  - 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;
  - 8.2. it has the power to exercise its rights and perform its obligations under this deed and agrees to be bound by it;
  - 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:

**PART 1: 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:

**(I) 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: \_\_\_\_\_

**(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: \_\_\_\_\_

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



## PART 1: THE GUARANTOR

(i) Name: \_\_\_\_\_

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

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

## PART 2: THE CUSTOMER

(i) Name: \_\_\_\_\_

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

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

## PART 3: DETAILS OF GUARANTEED ACCOUNTS

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