

**THIS LIMITED POWER OF ATTORNEY**

is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

I/We (full name of client): \_\_\_\_\_ (the 'Client')

hereby appoint (name of Attorney): \_\_\_\_\_ (the 'Attorney')

Account number of Attorney: \_\_\_\_\_

in respect of IG Australia Pty Ltd Account Number (insert the account number for the account(s) over which the Client wishes to grant power of attorney): \_\_\_\_\_ (the 'Account')

**TO BE THE CLIENT'S ATTORNEY FOR THE FOLLOWING PURPOSES:**

- (a) to enter into, edit, and close transactions with IG Australia Pty Ltd (the '**Company**') and to place, edit and delete orders of any type and whether attached or not to any existing open transaction on the Account on behalf of the Client;
- (b) to set, edit and delete all dealing preferences relating to the Account, for example but without limitation, enabling trailing stops and setting roll instructions;
- (c) to enter into any agreements with the Company on behalf of the Client that relate to transactions on the Account, for example but without limitation, click wrap agreements, dealing from charts, exchange agreements;
- (d) to communicate with the Company on behalf of the Client regarding any complaints or disputes that the Client may have against the Company regarding the Account;
- (e) to transfer money between the Account(s) and between any other account that the Client holds with the Company. For the avoidance of doubt, the Attorney is not permitted to instruct the Company to transfer money outside the Company or to accept money from outside the Company;
- (f) to accept any amendments to the Company's terms of business, including the Company's Customer Agreement, on behalf of the Client.

**THE AUTHORISATION GIVEN BY THE CLIENT TO THE ATTORNEY IN THE PRECEDING PARAGRAPH IS SUBJECT TO THE FOLLOWING TERMS:**

1. The Attorney acknowledges the limited nature of this Power of Attorney, as set out in the preceding paragraph, and the Attorney agrees not to take any action that would or may fall outside the power granted herein. The Attorney indemnifies the Company and keeps it indemnified against any loss, damage or expense incurred by the Company as a result of: (i) the Company acting on instructions of the Attorney that fall outside the power granted herein; or (ii) the Attorney's breach of any term of this Power of Attorney.
2. Whether or not the Attorney may use its own discretion when dealing on behalf of the Client under this Power of Attorney is a separate matter to be determined between the Attorney and the Client. The Company shall not be obliged to make any enquiry of the Client or the Attorney as to this matter, and the Attorney agrees to act within whatever power has been granted by the Client to the Attorney.
3. The Attorney acknowledges that the Account and all transactions entered into on the Account are governed by the Company's Customer Agreement and the Attorney agrees to comply with and be bound by the Company's Customer Agreement when acting with the Company on behalf of the Client.
4. The Company's acceptance of this Power of Attorney is conditional upon the Attorney opening an account with the Company in its personal capacity and maintaining that account for the entire period that it acts as agent for the Client under this Power of Attorney. The Attorney is not required to fund the personal account, nor is the Attorney required to conduct any transactions on the personal account.
5. The Client authorises the Company to accept all instructions given to the Company by the Attorney, whether orally or in writing, in relation to the Account. The Company shall not be obliged to make any enquiry of the Client or of any other person before acting on such instructions.
6. The Client ratifies and accepts full responsibility and liability for all instructions given to the Company by the Attorney (and for all transactions that may be entered into as a result) and will indemnify the Company and keep it indemnified against any loss, damage or expense incurred by the Company as a result of its acting on such instructions. This indemnity shall be effective:
  - whatever the circumstances giving rise to such loss, damage or expense;
  - whatever the knowledge, acts or omissions of the Company in relation to any other account held by any other person or body (including the Attorney) with the Company.

The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must, for the protection of the Company or its other Clients or for reasons of market integrity, be reversed.

**THE AUTHORISATION GIVEN BY THE CLIENT TO THE ATTORNEY IN THE PRECEDING PARAGRAPH IS SUBJECT TO THE FOLLOWING TERMS (CONTINUED):**

7. The Company hereby notifies the Client that the Attorney is not an employee, agent or representative of the Company and further that the Attorney does not have any power or authority to act on behalf of the Company or to bind the Company in any way.
8. Unless the Client informs the Company to the contrary, the Company may from time to time communicate with the Attorney directly regarding the Account. The Client consents to this and the Attorney agrees to pass any such communications onto the Client without delay. Communications made by the Company to the Attorney are deemed to be received by the Client at the same time at which they are received by the Attorney.
9. The Client consents to and authorises the Company to disclose to the Attorney all information that the Company holds in relation to the Account, including personal information that the Company holds in relation to the Client.
10. The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Client accepts that if the Company chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Attorney and the Client accepts full responsibility and liability for the Attorney's actions in such circumstances.
11. If the Client wishes to revoke or amend this authorisation, it must provide written notice of such intention to the Company. Any such notice shall not be effective until two working days after it is received by the Company (unless the Company advises the Client that a shorter period will apply). The Client acknowledges that it will remain liable for all instructions given to the Company prior to the revocation/variation being effective, and that it will be responsible for any losses which may arise on any transactions which are open at such time.
12. The Company, acting in its absolute discretion, may decide that it will no longer accept instructions from the Attorney in relation to the Account. If the Company does so, it must provide reasonable notice to the Client. The Company need not specify its reasons for no longer accepting instructions from an Attorney, but for the avoidance of doubt such reasons may relate to the Attorney's personal dealings with the Company, for example but without limitation, if the Attorney owes money to the Company on its own account.
13. This Deed shall be governed by and construed in accordance with the laws of the State of Victoria and the parties irrevocably submit to the jurisdiction of the Courts of the State of Victoria in relation to any dispute arising out of this Deed.
14. This Deed may be executed in two counterparts, which together will have the same effect as if the Client and Attorney had signed the same document. The Client and/or the Attorney may deliver an executed copy of this Deed to the Company by facsimile transmission or by emailing a scanned copy of the executed Deed to the Company, such delivery shall have the same force and effect as delivery of an original signed copy of this Deed.

**THIS POWER OF ATTORNEY IS EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE OF THE LAST SIGNATURE BELOW.**

## TO BE SIGNED BY THE CLIENT:

I, THE CLIENT, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A DEED

If you are an individual, go to **Section A (I)**

**OR**

If you are a Company, go to **Section A (II)**

### SECTION A (I):

If you are an **Individual**, please sign here

Name of Client: \_\_\_\_\_

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

### WITNESS

Name of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

\_\_\_\_\_

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

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

### SECTION A (II):

If you are a **Company**, please sign here

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

### SIGNATORY 1

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

Title/Position: \_\_\_\_\_

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

### SIGNATORY 2

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

Title/Position: \_\_\_\_\_

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

**You must sign in the presence of a Witness.** They must be independent and not your Attorney (or an employee of your Attorney), not a member of your family or your partner.

**Signatory 1** must be a Director.

**Signatory 2** must be a Director or a Company Secretary.

Once you have completed your details, please:

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



**TO BE SIGNED BY THE ATTORNEY:**

**I, THE ATTORNEY, AGREE TO ALL OF THE TERMS SET OUT ABOVE AND EXECUTE AND DELIVER THIS POWER OF ATTORNEY AS A DEED**

If you are an individual, go to **Section B (I)**

**OR**

If you are a Company, go to **Section B (II)**

**SECTION B (I):**

If you are an **Individual**, please sign here

Name of Attorney: \_\_\_\_\_

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

**WITNESS**

Name of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

\_\_\_\_\_

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

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

**SECTION B (II):**

If you are a **Company**, please sign here

Name of Attorney: \_\_\_\_\_

**SIGNATORY 1**

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

Title/Position: \_\_\_\_\_

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

**SIGNATORY 2**

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

Title/Position: \_\_\_\_\_

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

**You must sign in the presence of a Witness.** They must be independent and not your Client, not a member of your family or your partner.

**Signatory 1** must be a Director.

**Signatory 2** must be a Director or a Company Secretary.