



## LIMITED POWER OF ATTORNEY (SPREAD BETTING)

### THIS LIMITED POWER OF ATTORNEY

Is granted on the: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

hereby appoint as Attorney (name of Attorney): \_\_\_\_\_ (the "Attorney")

Client wishes to grant Power of Attorney over:  Spread betting

Account(s) number of the Attorney: \_\_\_\_\_

Account(s) number of the Client: \_\_\_\_\_ (each, an "Account")

### CLIENT WISHES TO GRANT POWER OF ATTORNEY FOR THE FOLLOWING PURPOSES:

1. To open, edit, and close bets with IG Europe GmbH (the "Firm") and to place, edit and delete orders of any type and whether attached or not to any existing open bets on the Account on behalf of the Client;
2. To set, edit and delete all dealing preferences relating to the Account, for example but without limitation, enabling trailing stops and setting roll instructions;
3. To enter into any agreements with the Firm on behalf of the Client that relate to bets made on the Account, for example but without limitation, click wrap agreements, dealing from charts, exchange agreements;
4. To communicate with the Firm on behalf of the Client regarding any complaints or disputes that the Client may have against the Firm regarding the Account;
5. To transfer money between the Account(s) and between any other account that the Client holds with the Firm. For the avoidance of doubt, the Attorney is not permitted to instruct the Firm to transfer money outside the Firm or to accept money from outside the Firm;
6. To accept any amendments to the Firm's terms of business, including the Firm's Spread Betting 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 Firm and keeps it indemnified against any loss, damage or expense incurred by the Firm as a result of: (i) the Firm 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 Firm 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 bets entered into on the Account are governed by the Firm's Spread Betting Customer Agreement and the Attorney agrees to comply with and be bound by the Firm's Spread Betting Customer Agreement when acting with the Firm on behalf of the Client.
4. The Firm's acceptance of this Power of Attorney is conditional upon the Attorney opening an account with the Firm 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 make any bets on the personal account.
5. The Client authorises the Firm to accept all instructions given to the Firm by the Attorney, whether orally or in writing, in relation to the Account. The Firm 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 Firm by the Attorney (and for all bets that may be entered into as a result) and will indemnify the Firm and keep it indemnified against any loss, damage or expense incurred by the Firm 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 Firm in relation to any other account held by any other person or body (including the Attorney) with the Firm.The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by the Firm in reversing incorrect or erroneous instructions submitted by the Attorney that result in a bet that must, for the protection of the Firm or its other clients or for reasons of market integrity, be reversed.

7. The Firm hereby notifies the Client that the Attorney is not an employee, agent or representative of the Firm and further that the Attorney does not have any power or authority to act on behalf of the Firm or to bind the Firm in any way.
8. Unless the Client informs the Firm to the contrary, the Firm 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 Firm 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 Firm to disclose to the Attorney all information that the Firm holds in relation to the Account, including personal information that the Firm holds in relation to the Client. Such processing of personal data is permissible according to Article 6(1)(f) General Data Protection Regulation (Regulation(EU) 679/2016). The Firm has a legitimate interest to process such data as it is necessary to carry out the relationship with the Client. Further information on the processing of personal data is included in the Firm's privacy notice as published on the Firm's website(s), as may be updated from time to time.
10. The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Firm 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 Firm 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 Firm 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 Firm. Any such notice shall not be effective until two working days after it is received by the Firm (unless the Firm advises the Client that a shorter period will apply). The Client acknowledges that it will remain liable for all instructions given to the Firm prior to the revocation/variation being effective, and that it will be responsible for any losses which may arise on any bets which are open at such time.
12. The Firm, acting in its absolute discretion, may decide that it will no longer accept instructions from the Attorney in relation to the Account. If the Firm does so, it must provide reasonable notice to the Client. The Firm 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 Firm, for example but without limitation, if the Attorney owes money to the Firm on its own account.
13. This Power of Attorney shall be governed by and construed in accordance with English law and the parties irrevocably submit to the jurisdiction of the English courts in relation to any dispute arising out of this Power of Attorney.
14. This Power of Attorney 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 Power of Attorney to the Firm by emailing a scanned copy of the executed Power of Attorney to the Firm, and such delivery shall have the same force and effect as delivery of an original signed copy of this Power of Attorney.

**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, you should fill out **Section A**. You must sign in the presence of a witness. Your witness must be independent – he/she cannot be your Attorney (or an employee, family member or partner of your Attorney), nor a member of your family or your partner. Your witness must provide their residential address.
- If you are a company, you should fill out **Section B**. Section B must be signed by 2 directors or a director and the company secretary.

Handwritten signatures are required.

#### SECTION A: FOR INDIVIDUALS

Name of Client (individual): \_\_\_\_\_

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

#### IN THE PRESENCE OF:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

#### SECTION B: FOR COMPANIES

Name of Client (company): \_\_\_\_\_

#### SIGNATORY 1

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

Title/Position (must be a director): \_\_\_\_\_

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

#### SIGNATORY 2

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

Title/Position (must be a director or the company secretary): \_\_\_\_\_

\_\_\_\_\_

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

Once you have completed your details, please:

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



## TO BE SIGNED BY THE ATTORNEY

I, 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, you should fill out **Section A**. You must sign in the presence of a witness. Your witness must be independent – he/she cannot be your Client or employee, nor a member of your family or your partner. Your witness must provide their residential address.
- If you are a company, you should fill out **Section B**. Section B must be signed by 2 directors or a director and the company secretary.

Handwritten signatures are required.

### SECTION A: FOR INDIVIDUALS

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

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

### IN THE PRESENCE OF:

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

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

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

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

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

### SECTION B: FOR COMPANIES

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

#### SIGNATORY 1

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

Title/Position (must be a director): \_\_\_\_\_

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

#### SIGNATORY 2

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

Title/Position (must be a director or the company secretary):  
\_\_\_\_\_

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