

APPOINTMENT OF AGENT

Dated: 20

I, _____
of _____
_____ (“the Client”) hereby appoint
_____ of _____
_____ as agent (the “Agent”) in respect of
the following account(s) with GAIN Capital Australia Pty Limited
ACN 141 774 727 AFSL 345646 (the “Company”), number(s)
_____ (“Account(s)”),
with full unrestricted and unconditional power and authority to
trade on the Account(s) and to do (and/or to omit to do) all acts
and things in relation to trading activities on the Account(s),
unless specified otherwise in this Appointment of Agent.

Capitalised words and expressions used in this Appointment of Agent shall have the same meanings given to them in the Customer Agreement applicable to the Account(s) (as amended from time to time), unless specified otherwise.

This Appointment of Agent is executed as a deed and is delivered and takes effect on the date of the last signature below.

The Client hereby confirms and/or agrees that:

1. the Client shall disclose its Account number(s) and password(s) to the Agent. The Client shall not disclose its Account number(s) and/or password(s) to any person other than the Agent;
2. this Appointment of Agent will be effective only upon the satisfactory verification of the Client’s (and the Agent’s) identification and proof of address, and, if the Client (and/or the Agent) fails to provide such verification within fourteen (14) days of receipt of this Appointment of Agent by the Company, the Company may reject this Appointment of Agent;
3. the Agent shall be entitled to give instructions to the Company in respect of the Account(s) on the Client’s behalf including, without limitation, to open and/or close any Trade, to place and/or cancel any Order, to convert currencies and/or utilise any funds the Company may hold in respect of the Client in or towards payment of Margin Requirement and/or any other amounts payable by the Client to the Company. For the avoidance of doubt, the Agent is not permitted to instruct the Company to withdraw or to transfer funds from the Account(s) or accept funds from outside the Company. The Agent agrees to act within whatever power has been granted by the Client with regard to any advice and/or management (discretionary or otherwise) when acting on the Client’s behalf under this Appointment of Agent. The Company shall not be obliged to

make any enquiry of the Client or the Agent as to these matters;

4. the Agent shall be entitled to access all information relating to the Account(s) including, without limitation, all information available on the Trading Platform, trading information and the Account history;

5. the Company is entitled to rely upon any statement or agreement made, instruction or other information including, without limitation, in relation to the Account(s), the Client’s financial situation, any acceptance of agreements in respect of the Account(s) (for example, but without limitation, dealing from charts and exchange agreements) and/or amendments to the Agreement on the Client’s behalf given by the Agent;

6. the Client shall be fully responsible for all acts and/or omissions of the Agent in relation to or in connection with the Account(s) including, without limitation, all Trades and Orders placed, instructions given and agreements made by the Agent on the Client’s behalf as if such acts, omissions, Trades, Orders, instructions and agreements were done, made or given by the Client and as if the Agent was the Client. The Client shall be fully responsible for all monies payable in respect of the Account(s) (whether in respect of Trades or Orders placed by the Client or the Agent), including any Margin Requirement which may be payable and for monitoring of the same;

7. the Client agrees to indemnify the Company and keep it indemnified from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) incurred by the Company arising out of or in connection with: (i) relying on the authorisations provided in this Appointment of Agent and acting on all Trades and Orders placed, instructions given by and agreements made by the Agent, whatever the circumstances; (ii) any failure by the Client or the Agent to comply with the terms of this Appointment of Agent; and/or (iii) any failure by the Client or the Agent to comply with applicable law, rules or regulations of any government, exchange, regulatory organisation or self-regulatory organisation in relation to or in connection with the Account(s) and/or this Appointment of Agent (“Applicable Law”) and any action reasonably taken by the Company or its affiliates or agents to comply with Applicable Law;

8. if the Client wishes to revoke this Appointment of Agent, the Client must serve written notice on the Company and such notice shall not be effective: (a) unless served by the Client in accordance with clause 33.4 of the Customer Agreement; and (b) until two (2) Business 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, acts and/or omissions of the Agent prior to the revocation being effective, and that the Client will be responsible for any losses which may arise on any Trades which are open at such time;

9. the Client acknowledges that the Company may refuse to accept the Appointment of Agent for any reason in its sole discretion. In addition, the Company may reject the Appointment of Agent at any time, without reason, upon reasonable notice to the Client and to the Agent;

10. the Client acknowledges that the Company may exercise its rights under the Agreement by refusing to accept instructions from the Agent or taking such other actions as it is entitled to do under the Agreement;

11. this Appointment of Agent shall be governed by and construed in accordance with the laws of New South Wales, and the federal courts of Australia and the courts of the state of

New South Wales will have exclusive jurisdiction over any claim or matter arising under or in connection with this Appointment of Agent and the legal relationships established by this Appointment of Agent; and

12. this Appointment of Agent may be executed in counterparts, which together will have the same effect as if the Client and the Agent signed the same document. The Client and/or the Agent may deliver an executed copy of this Appointment of Agent to the Company by facsimile transmission or by emailing a scanned copy of the executed Appointment of Agent to the Company, and such delivery shall have the same force and effect as delivery of an original signed copy.

I, the Client, agree to all of the terms set out above and execute and deliver this Appointment of Agent as a deed.

CLIENT

Full Name of Client:

Signature:

Date: ____ / ____ / ____

WITNESS

Full Name of Witness:

Occupation:

Address:

Signature:

Date: ____ / ____ / ____

Agent Declaration

The Agent hereby confirms that it:

1. accepts the appointment as Agent;
2. has read, understood and acknowledges/agrees (as applicable) to paragraphs 1 to 12 above;
3. has not disclosed (and will not disclose) the Account number(s) and/or password(s) to any third party and will take all necessary actions to preserve the confidentiality and security of such information;
4. has read, understood and accepts the Agreement, the Financial Services Guide, the Product Disclosure Statement and any and all amendments and other documents forming part of the Client's agreement with the Company, fully understands the nature and risks of trading in the relevant Product(s), and agrees to comply with and be bound by the foregoing when acting with the Company on behalf of the Client;
5. understands and agrees that the Company may use

any personal information that the Agent or any of its representatives provides to the Company to verify the identity and residential address of the Agent or any person acting on behalf of the Agent to comply with anti-money laundering regulations, to respond to credit reference enquiries, or to meet other obligations under Applicable Law. Such agencies may retain a record of the enquiry and information given to them and may also use this information in the future to assist other organisations for crime prevention and credit purposes;

6. has and will maintain all applicable permissions, consents, licences, authorisations and registrations necessary under Applicable Law to enter into and do the acts contemplated by this Appointment of Agent or which the Agent in fact undertakes;

7. agrees to indemnify the Company and keep it indemnified from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) incurred by the Company arising out of or in connection with: (i) the Company acting on Trades and Orders placed, instructions given by and agreements made by the Agent that fall outside the

appointment granted herein; or (ii) the Agent's breach of any term of this Appointment of Agent; and

8. consents to the Company providing the Agent with information, including, without limitation, contractual and regulatory information and important notices about commercial and operational changes to the Account(s) or any aspect of the Company's service, in the same form and by the same means as agreed with the Client under the Agreement.

I/we, the Agent, agree to all of the terms set out above and execute and deliver this Appointment of Agent as a deed.

If the Agent is an individual, sign A1; if the Agent is a company, sign A2.

A1:

AGENT

Full Name of Agent:

Signature:

Date: ____ / ____ / ____

WITNESS

Full Name of Witness:

Address:

Occupation:

Signature:

Date: ____ / ____ / ____

A2:

AGENT

Name of Company:

Signatory 1 (must be a Director):

Name:

Title/position:

Signature:

Date: ____ / ____ / ____

Signatory 1 (must be a Director or Company Secretary):

Name:

Title/position:

Signature:

Date: ____ / ____ / ____

Please email this form to clientservices@cityindex.com.au