

Appointment of Agent (Non Professional)

Dated

To
(1) The Agent named below; and
(2) Tradefair Financials trading name of Gain Capital UK Ltd (the "Company")

Dear Sirs,

I, (insert name) ("the Client"),

Title

First name

Surname

Address Line 1

Address Line 2

Address Line 3

Town

County

Post code

Country

Date of Birth

("the Agent") as my agent in respect of my account(s) with the Company ("the Account(s)") with full unrestricted and unconditional power and authority to trade on the Account and to do (and/or to omit to do) all acts and things in relation to trading activities in the Account unless specified otherwise in this agreement. Please note that words and expressions used in this letter have the meanings given to them in the General Terms of the Company, unless specified otherwise.

I confirm and/or agree that:

1. I shall disclose my Account number and password to the Agent. I shall not disclose my Account number and/or password to any person other than the Agent;
2. This appointment will be effected only upon the identification and verification of my and the Agent's identification and proof of address, and if I fail to do so within 14 days of receipt of this document the Company may void this agreement;
3. The Agent shall be entitled to access all information relating to the Account including without limitation all information available on-line, trading information and account history;
4. The Agent shall be entitled to give instructions to the Company including without limitation to open and/or close any Trade, to place and/or cancel any Order, to convert currencies and/or to utilise any funds the Company may hold in respect of me in or towards payment of a Margin Requirement or any other amounts payable by me to the Company. For the avoidance of doubt, the Agent is not authorised to withdraw or to transfer any funds from my Account;
5. The Company is entitled to rely upon any statement made or other information (including without limitation in relation to my financial situation) given by the Agent;
6. I shall be fully responsible for all acts and omissions of the Agent including all Trades and Orders placed and instructions given by the Agent as if such acts omissions Trades and Orders and instructions were

done, made or given by me and as if the Agent was me. I shall be fully responsible for all monies payable in respect of my Account (whether in respect of Trades or Orders placed by me or the Agent), including any Margin Requirement which may be payable;

7. If I or my Agent wish to terminate the appointment of the Agent, I or my Agent must serve written notices on each other and the Company and such notice shall not be effective in the case of the Company unless served in accordance with the General Terms;
8. I acknowledge that the Company may refuse to accept the appointment of the Agent for any reason and may terminate the appointment of Agent at any time upon two days notice to me and the Agent;
9. I acknowledge that the Company may exercise its rights under the General Terms by refusing to accept instructions from the Agent or taking such other actions as it is entitled to do under the General Terms;
10. Notwithstanding the appointment of the Agent, I will be treated as the Company's client for the purposes of the Rules of the Financial Conduct Authority;
11. Each of the Agent and the Company shall be entitled to enforce this agreement (jointly and/or severally). No provision of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act;
12. This agreement is subject to the General Terms which in the case of a conflict shall prevail over this agreement; and
13. This agreement shall be governed by the laws of England and I and the Agent submit to the non-exclusive jurisdiction of the English courts.

Signed by:

THE CLIENT

Signature

Date:

Agent Declaration

I hereby confirm that I:-

1. accept my appointment as agent;
2. have read and understood and agree to clauses 1 to 13 above;
3. have not disclosed (and will not disclose) the Account number and/or password to any other person;
4. have read and agree to be bound by the Application form, the General Terms, the relevant Product Supplement(s), Key Service Features, Risk Warning Notice, Conflicts of Interest Policy and the Trade and Order Execution Policy and any amendments thereto and fully understand the nature and risks of trading in the relevant Product(s);
5. agree to the General Terms in relation to the use of personal information I provide to the Company (clause 24 of the General Terms). I understand that the Company may use my person information, for example, to verify my identity and residential address, to comply with anti-money laundering regulations, to respond to credit reference enquiries, to search the electoral register and to make enquiries of credit reference and other agencies. Such agencies may retain a record of the enquiry and information given to them and may also use my information in the future to assist other organisations for crime prevention and credit purposes; and
6. consent to the Company providing me with information, including without limitation, contractual and regulatory information and important notices about commercial and operational changes to the Client's Account or any aspect of its service, in electronic form, including without limitation, by e-mail and by posting such information on the Company's Website.

Signed by:

THE AGENT

Signature

Date: