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## Power of Attorney

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**This power of Attorney** is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

I/we: \_\_\_\_\_ (name of client, individual or company) (the **"Customer"**)

hereby appoint: \_\_\_\_\_ (name of attorney, company or individual) (the **"Attorney"**)

to be the Customer's Attorney for the following purposes:

1. To do business with CFD Trader (the **"Firm"**) pursuant to the customer agreement with them and in accordance with the rules applicable thereto; and
2. For that purpose to:
  - a. open, operate and close the Customer's account (as appropriate) with the exclusion of cash withdrawals and third party payments;
  - b. deal on the Customer's behalf with the Firm, which the Attorney undertakes on such terms as the Attorney shall determine in its discretion, including (without limitation) entering into transactions using any electronic or online trading system provided by the Firm to the Attorney, or by giving oral or written instructions;
  - c. make margin payments on the Customer's account;
  - d. do anything else contemplated by the customer agreement which is reasonably necessary for the purposes of the Customer's dealing with the Firm pursuant to that agreement.
3. The Customer authorises the Firm to accept all instructions for its account, whether orally or in writing, from the Attorney. The Firm shall not be obliged to make any enquiry of the Customer or of any other account, account holder or person before acting on such instructions.
4. The Customer accepts full responsibility and liability for all such instructions (and for all transactions 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 it 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 named above) with the Firm.
5. The Customer 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 transaction that must, for the protection of the Firm or its other customers or for reasons of market integrity, be reversed.
6. The Customer acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destinations or may do so much later than intended for reasons outside your control. The Customer accepts that it bears the risk of the Attorney's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or online trading system).
7. The Customer 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 Customer 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 Customer accepts full responsibility and liability for the Attorney's actions in such circumstances.
8. The Customer undertakes to ratify whatever the Attorney does under the authority or purported authority of this power. The Customer agrees to indemnify the Attorney against all expenses, losses and liabilities incurred by it when acting in pursuance of this power.
9. This authorisation may only be amended or revoked by the Customer in writing. Unless notified otherwise in writing by the Firm, any such variation or revocation shall not be effective until two working days after it is received by the Firm. The Customer 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 transactions which are open at such time. The Customer will indemnify and keep the Firm indemnified in respect of any such losses.
10. This Deed shall be governed by and construed in accordance with the laws of England and Wales and I irrevocably submit to the jurisdiction of the English courts in relation to any dispute arising out of this Deed.

# Power of Attorney

## The Customer

Name of Customer: \_\_\_\_\_

Customer's Account Number with the Firm (if known): \_\_\_\_\_

- If the Customer is **an individual**, they should sign once below with a Witness present
- If the Customer is **a company**, then two duly authorised signatories should sign below

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

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

in the presence of:

Witness (not required if the customer is a company)

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

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

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

## The Attorney

I, \_\_\_\_\_ (name of Attorney)

declare that I am the Attorney referred to above and that the following is my true signature and that, if I am signing on behalf of a company, I am its duly authorised signatory.

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

Contact telephone number \_\_\_\_\_ Occupation/nature of business \_\_\_\_\_

Name and address of employer (if individual) \_\_\_\_\_

CFD Trader  
Friars House  
157–168 Blackfriars Road  
London SE1 8EZ  
Helpdesk: 0800 409 6789  
Switchboard: 020 7896 0011  
Fax: 020 7896 0010  
Email: [isd@marketdatasystems.com](mailto:isd@marketdatasystems.com)

