

If you appointed the introducing broker who directed you to CMC Markets UK Plc as an 'Authorised Person' in relation to the management of your Account by clicking 'accept' during the online application process, you agreed to the provisions set out below. If at any time you wish to appoint your introducing broker as an 'Authorised Person', please contact your client management team.

I appoint the introducing broker who directed my application to CMC Markets UK Plc ("**CMC Markets**") to act as agent in relation to my Account (the "**Authorised Person**") on the terms and subject to the limitations set out in this limited appointment of agent agreement ("**Agreement**").

Capitalised words used but not defined in this Agreement shall have the meaning set out in CMC Markets' Terms of Business ("**Terms**") as amended from time to time.

## 1. Powers

- 1.1. Subject to the restrictions set out in clause 1.2 below and from and including the date of this Agreement, I agree that the Authorised Person has authority to act on my behalf in relation to the Account, exercising all rights granted to me and taking any actions necessary to discharge my obligations, including (but not limited to):
- a. giving instructions to CMC Markets (for example instructions to open and/or close any CFD Margin Trade or Position and to place, amend and/or cancel any Order);
  - b. signing and accepting notices, certificates, agreements and other documents required by or contemplated under the Terms or any agreement in respect of the Account and making any alterations to such notices, certificates, agreements and other documents;
  - c. taking any steps and/or doing anything necessary, expedient or incidental to the matters specified in this clause 1.1; and/or
  - d. provided that the Authorised Person is licensed to hold client money by the relevant regulatory authority and complies with all relevant client money rules and regulations, authorising or making payments into the Account.
- 1.2. I do not give the Authorised Person authority to:
- a. withdraw funds from the Account or authorise the withdrawal or transfer of any funds or other assets held by CMC Markets on my behalf; and/or
  - b. except in the case of my Account becoming dormant or otherwise inactive, give instructions to close the Account.

## 2. Acknowledgement

- 2.1. I acknowledge that by entering into this Agreement:
- a. where the Authorised Person is a corporation or other legal entity, it may act through its own agents and that it is my responsibility to ensure that the agents of such Authorised Person are duly nominated and authorised, and any reference to the Authorised Person in this Agreement or the Terms, shall include reference to such agents;
  - b. CMC Markets is entitled to act upon and/or rely upon on any actions taken pursuant to clause 1.1 of this Agreement by an Authorised Person in relation to the ongoing management and operation of my Account without further consultation with me and, subject to clause 4 below, I agree that the Authorised Person's continued use of and activity on the Account is conclusive evidence that this Agreement has not been revoked.
  - c. CMC is not under any duty to enquire about the authority of any Authorised Person who reasonably appears or purports to represent me in relation to the Account;
  - d. to the extent permitted by Applicable Law, CMC Markets is entitled to discharge obligations owed by it to me as Account holder by discharging such obligations through the Authorised Person, including (but not limited to) providing information relating to the ongoing management and operation of the Account and any notifications required from time to time by Applicable Law and/or the Terms;
  - e. any information provided to CMC Markets by the Authorised Person is deemed to have been provided to CMC Markets by me;
  - f. notwithstanding the appointment of an Authorised Person, I continue to be CMC Markets' client and the obligations and liabilities I owe to CMC Markets in respect of my Account under the Terms and/or Applicable Law remain unchanged;
  - g. in respect of my Account, I am responsible and liable for:

- i. all CFD Margin Trades, Positions and/or Orders placed by the Authorised Person;
- ii. all instructions given by the Authorised Person;
- iii. monitoring the Account, its open Positions and/or maintaining margin amounts and other sums payable or required from time to time; and
- iv. any and all losses incurred on the Account;
- h. CMC Markets is in no way responsible for any loss (whether direct or indirect) occasioned by the actions of the Authorised Person;
- i. CMC Markets may exercise its rights under the Terms to:
  - i. refuse to accept the appointment of an Authorised Person if CMC Markets knows or reasonably suspects that such appointment would result in a breach of the Terms and/or Applicable Law (pursuant to clause 3.3.2 of the Terms); and
  - ii. refuse to accept instructions from any Authorised Person it reasonably believes to be acting in excess of its authority (pursuant to clause 3.3.4 of the Terms); and
- j. CMC Markets may refuse to accept instructions from an Authorised Person at any time as it may see fit and at its sole discretion.

### 3. Representations and Warranties

- 3.1. Until the revocation of this Agreement in accordance with clause 4, I represent and warrant to CMC Markets on a continuing basis that:
  - a. I consider that it is appropriate in my circumstances to appoint the Authorised Person to act on my behalf;
  - b. I am fully responsible for any and all acts and/or omissions of the Authorised Person as if such acts/omissions were my own and, pursuant to clause 7.2.2 of the Terms, I will be liable to CMC Markets for any losses and/or expenses, including where an Authorised Person has acted negligently, fraudulently or in breach of the Terms or Applicable Law; and
  - c. I expressly ratify and confirm any and all actions, omissions, CFD Margin Trades and/or Orders on the Account effected by or on behalf of the Authorised Person at any time from and including the date of this Agreement.

### 4. Revocation and Validity.

- 4.1. I agree that this Agreement shall continue in full force and effect until such time as:
  - a. I provide CMC Markets with written notice of revocation, and CMC Markets confirms in writing safe receipt of such written notice of revocation; or
  - b. CMC Markets confirms to me in writing that it no longer accepts the instructions from the Authorised Person pursuant to this Agreement, effective on the date specified in such notice.
- 4.2. I agree that my death and/or mental incapacity shall revoke this Agreement. The effective date of revocation under this clause 4.2 shall be the date upon which CMC Markets receives written evidence of such event and until such time, and in accordance with clause 4.5 below, my liability for the actions of the Authorised Person will not be affected.
- 4.3. I agree that my bankruptcy (or local equivalent in relation to any asset located anywhere in the world) (a "Bankruptcy Event") shall revoke this Agreement. I undertake to immediately notify CMC Markets of such event in accordance with clause 4.1. The effective date of revocation under this clause 4.3 shall be the date of the Bankruptcy Event, and to the extent that the Authorised Person has placed any CFD Margin Trades, Orders or other instructions in the meantime I agree that, my liability for the actions of the Authorised Person will not be affected.
- 4.4. The insolvency (or local equivalent) of the Authorised Person shall automatically revoke this Agreement. CMC Markets will endeavour to promptly notify you if it becomes aware of such event, and reserves the right to act in accordance with clause 2.1(i) above.
- 4.5. Prior to CMC Markets confirming in writing that it has received the appropriate written notice of revocation (pursuant to clauses 4.1 or 4.3) or written evidence effecting revocation (pursuant to clause 4.2) and subject to clause 2.1(i) above, you remain liable for any CFD Margin Trades, Orders or other instructions given by the Authorised Person in the meantime.

### 5. General Provisions.

- 5.1. Clauses 10.4 (Illegality), 10.7 (delay exercising rights), 10.8 (rights of third parties) and 10.9 (governing law and jurisdiction) of the Terms shall be incorporated herein as if set out here in full.