

## Limited Appointment of Agent Agreement – Partners On-Line Application Form

I/we appoint the introducing broker (the **"Authorised Person"**) who directed my/our application to CMC Markets Asia Pacific Pty Ltd (**"CMC Markets"**) to act as agent in relation to this Account on the terms and subject to the limitations set out in this limited appointment of agent agreement (**"Agreement"**) and CMC Markets' Product Disclosure Statement and other legal documents available at <http://www.cmcmarkets.com.au/en/legal> (collectively, the **"Terms"**) as amended from time to time.

Capitalised words not defined in this Agreement shall have the meaning set out in the Terms .

### 1. Powers

1.1. Other than as set out in paragraph 1.2 below, the Authorised Person shall have authority to act on my/our behalf in relation to the Account, exercising all rights granted to me/us and taking any action(s) necessary to discharge my/our obligations including (but not limited to):

- a. giving oral, written or electronic instructions to CMC Markets, for example instructions to open and/or close any Trade and to place, amend and/or cancel any Order;
- b. signing 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; and
- c. doing anything necessary, expedient or incidental to the matters specified in clauses 1.1(a) and 1.1(b) above.

1.2. Notwithstanding paragraph 1.1 above, the Authorised Person shall not have authority to:

- a. give instructions to withdraw funds from the Account and/or transfer any funds or other assets held by CMC Markets on my/our behalf;
- b. give instructions to make payments into the Account; and/or
- c. give instructions to close the Account.

### 2. Acknowledgement

2.1. I/we acknowledge that:

- a. the Authorised Person will act through nominated and duly authorised agents and that any reference to the Authorised Person, shall include its duly authorised agents;
- b. except as set out in paragraph 1.2 above, CMC Markets is entitled to act and/or rely on any actions taken by an Authorised Person, including but not limited to those described in paragraph 1.1 above;
- c. CMC Markets will not act on any instruction to withdraw or transfer monies or property belonging to me/us, which is knowingly received from the Authorised Person;
- d. CMC Markets is entitled to discharge its obligations to me/us through the Authorised Person including (but not limited to) providing information relating to the Account and any notification required by the Terms to the Authorised Person;
- e. notwithstanding the appointment of the Authorised Person, I/we will continue to be CMC Markets' client and my/our obligations and liabilities to CMC Markets under the Terms

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remain unchanged. I/we remain solely responsible and liable for my/our Account including without limitation for:

- i. all Trades and/or Orders placed and instructions given by the Authorised Person in respect of the Account;
  - ii. monitoring the Account, its open Positions and all other factors relevant to calculating margin and other amounts or monies payable in respect of the Account; and
  - iii. any and all losses incurred on the Account;
- f. CMC Markets is in no way responsible for any loss (whether direct or indirect) occasioned by the actions of the Authorised Person;
- g. 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 suspect that such appointment would result in a breach of the Terms and/or applicable law; and
  - ii. refuse to accept instructions from any Authorised Person it reasonably believes to be acting in excess of its/their authority;
- h. CMC Markets may refuse to accept instructions from any Authorised Person as it sees fit in its sole discretion.

### 3. Representations and Warranties

- 3.1. I/we represent and warrant to CMC Markets (on a continuing basis unless and until CMC Markets is notified otherwise in writing) that:
- a. I/we have considered whether it is appropriate in my/our circumstances to appoint the Authorised Person to act on my/our behalf;
  - b. I/we will be fully responsible for any and all acts and/or omissions of the Authorised Person as if they were my/our own and I/we shall 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/we expressly ratify and confirm any and all actions, transactions, Trades affected by the Authorised Person on the Account.

### 4. Revocation and Validity.

- 4.1. This Agreement shall continue in full force and effect until such time as:
- a. CMC Markets confirms in writing safe receipt of a written notice of revocation; or
  - b. CMC Markets provides a written notice of revocation, which will have effect on the date specified in the notice.
- 4.2. I/we undertake to notify CMC Markets by telephone and in writing immediately after any change to the appointment of the Authorised Person and I/we acknowledge that CMC Markets will not be liable for any losses, costs or expenses arising from my/our delay or failure in doing so and/or as a result of CMC Markets acting upon the instructions of the Authorised Person prior to having knowledge of a change in its/their appointment.

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- 4.3. I/we declare that CMC Markets may accept a written statement signed by the Authorised Person to the effect that this Agreement has not been revoked as conclusive evidence of that fact.
- 4.4. My/our death, bankruptcy, insolvency and/or mental incapacity and/or the bankruptcy and/or insolvency of the Authorised Person shall act to revoke this Agreement. The effective date of revocation under this clause 5.4 shall be the date upon which CMC Markets confirms in writing that it has received satisfactory evidence of such an event.
- 4.5. Any revocation of the authority given to the Authorised Person shall not affect the validity of any Trades, Orders or other instruction given by the Authorised Person prior to CMC Markets confirming in writing that it has received the appropriate written notice of revocation (pursuant to clause 5.1) or evidence effecting revocation (pursuant to clause 5.4).

### **5. Enforceability.**

- 5.1. The parties acknowledge and agree that: (a) the Authorised Person; and (b) any and all of CMC Markets' subsidiaries, agents and/or assignees shall have the right to enforce or rely on any clause of this Agreement.

### **6. Severance.**

- 6.1. If any court or competent authority finds that any clause of this Agreement (or part of any clause) is invalid, illegal or unenforceable, that clause (or part of any clause) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other clauses of this Agreement shall not be affected.

### **7. Governing Law and Jurisdiction.**

- 7.1. This Agreement and any dispute, proceedings or claim arising out of or in any way relating to this Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the governing law of the Terms.
- 7.2. In the event of a dispute, the parties irrevocably agree that the courts granted jurisdiction in the Terms shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**By clicking Accept you confirm the appointment of the Authorised Person on the terms and subject to the limitations set out in this Agreement.**