

To: **CMC Markets Canada Inc.** with registered company number **430307-5** (“**CMC Markets**”) of 100 Adelaide St. West, Suite 2915, Toronto, ON, M5H 1S3.

This limited power of attorney is made on [DATE] by [NAME OF CUSTOMER] of [ADDRESS OF CUSTOMER] (the “CUSTOMER”).

1. Appointment.

2.1 The Customer hereby appoints the person whose details appear in the table below to be his/her/its attorney (the “**Attorney**”).

Name:	
Date of birth:	
Address:	
CMC Markets Account Number and Type:	

2. Powers.

2.2 The powers described herein are in connection with the following CMC Markets contract for difference account:

Account Number	Account Type

2.3 The Attorney is, subject to clause 2.4 (Powers), authorised to act on the Customer behalf for all purposes in connection with the Account and/or Accounts specified in clause 2.1 (Powers) including the following:

- 2.3.1 place transactions with and give oral, written or electronic instructions to CMC Markets in relation to the Account and/or Accounts;
- 2.3.2 sign and/or accept notices, certificates, agreements and other documents required by or contemplated under any agreement(s) in respect of the Account and/or Accounts and to make any necessary additions, deletions or alterations to such notices, certificates, agreements and other documents; and
- 2.3.3 do anything which in the opinion of the Attorney is necessary, expedient or incidental to the matters specified in clauses 2.2(i) and 2.2(ii) (Powers) above.

2.4 The Customer and Attorney hereby acknowledge and agree that CMC Markets is authorised to follow and act upon the oral, electronic or written instructions of the Attorney (or any person who reasonably appears or purports to be the Attorney) in every respect concerning the Account and/or the Accounts. Any instructions given, trade(s) by the Attorney on the Customer’s behalf shall be in the name of, and for the account and risk of, the Customer.

2.5 Notwithstanding the provisions of clauses 2.1 to 2.3 (Powers), the Attorney is not authorised to give CMC Markets any instructions in relation to:

- 2.5.1 the payment of funds into or withdrawal of funds from the Customer’s Account and/or Accounts; or
- 2.5.2 the transfer of any funds or other assets held by CMC Markets on the Customer’s behalf.

2.6 Accordingly, CMC Markets will not be obliged, in any circumstances, to act on any instructions received from the Attorney to pay, withdraw or transfer monies or property belonging to the Customer and deposited or lodged with CMC Markets.

3. Ratification.

- 3.1 The Customer undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this limited power of attorney.
- 3.2 The Customer will not hold, or attempt to hold, CMC Markets liable for the Attorney's actions under this limited power of attorney.
- 3.3 The Customer acknowledges that any information provided to CMC Markets by the Attorney will be deemed to have been provided to CMC Markets by the Customer.

4. Indemnity.

- 4.1 The Customer indemnifies the Attorney fully against all claims, losses, costs, expenses, damages or liability which the Attorney sustains or incurs as a result of any action taken in good faith pursuant to this limited power of attorney (including any cost incurred in enforcing this indemnity).
- 4.2 The Customer acknowledges and agrees that CMC Markets is in no way responsible for any loss (whether direct or indirect) occasioned by the actions of the Attorney and that CMC Markets does not, by implication or otherwise, endorse the operating methods of the Attorney. Further, the Customer acknowledges and agrees that CMC Markets does not and will not provide any financial, investment, tax, legal, regulatory or other advice to either the Customer or the Attorney in relation to the Account and/or the Accounts. Accordingly, the Customer agrees to indemnify, defend and hold harmless CMC Markets and its shareholders, officers, directors, employees, subcontractors, agents and each person who controls them against any and all losses (whether direct or indirect), claims, damages, liabilities (joint and several), costs and expenses (including reasonable legal costs) resulting from a demand, claim, lawsuit, action or proceeding relating to the activities undertaken by CMC Markets at the Attorney's direction on behalf of the Customer.

5. Revocation and Validity.

- 5.1 This limited power of attorney shall continue in full force and effect until such time as:
 - 5.1.1 CMC Markets receives from the Customer a written notice of revocation and CMC Markets confirms in writing to the Customer receipt of such written notice of revocation; or
 - 5.1.2 CMC Markets provides a written notice of revocation to the Customer, such written notice of revocation having immediate effect.
- 5.2 The Customer undertakes to immediately notify CMC Markets (in writing) of any change to the appointment or authority of the Attorney and the Customer acknowledges that CMC Markets will not be liable for any losses (whether direct or indirect), claims, damages, liabilities, costs and expenses (including reasonable legal costs) arising from the Customer's delay or failure in doing so.
- 5.3 The Customer declares that CMC Markets and/or any person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this limited power of attorney has not been revoked as conclusive evidence of that fact.
- 5.4 The bankruptcy and/or insolvency or mental incapacity of either the Customer or the Attorney shall act to revoke this limited power of attorney. The effective date of revocation under this clause 5.4 (Revocation and Validity) shall be the date upon which CMC Markets confirms in writing that it has received documentary evidence of such an event.
- 5.5 The death of either the Customer or the Attorney shall act to revoke this limited power of attorney. The effective date of revocation under this clause 5.5 (Revocation and Validity) shall be the date upon which CMC Markets confirms in writing that it has been notified of the death.
- 5.6 Any revocation of the authority given to the Attorney shall not affect the validity, ratification and indemnity with respect to any instruction given, trade by the Attorney prior to CMC Markets confirming in writing that it has received the appropriate written notice of revocation (pursuant to

clause 5.1 (Revocation and Validity)) or evidence (pursuant to clause 5.4 and 5.5 (Revocation and Validity)).

6. Enforceability

- 6.1 The parties acknowledge and agree that any and all of CMC Markets' subsidiaries, any entity within the CMC Markets' group, CMC Markets' agents and/or assignees shall have the right to enforce or rely on any clause of this Limited Power of Attorney.

7. Severance.

- 7.1 If any court or competent authority finds that any clause of this limited power of attorney (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 limited power of attorney shall not be affected.
- 7.2 If any invalid, unenforceable or illegal clause of this contract would be valid, enforceable and legal if some part of it were deleted, the Customer, Attorney and CMC Markets shall negotiate in good faith to amend such clause such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8. Counterparts.

- 8.1 This limited power of attorney may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this limited power of attorney, but all the counterparts shall together constitute one and the same limited power of attorney.

9. Governing Law and Jurisdiction.

- 9.1 Except where the Customer is a resident of the Province of Québec:
- 9.1.1 this limited power of attorney and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this limited power of attorney, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province;
 - 9.1.2 each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom; and
 - 9.1.3 all judicial or administrative actions or proceedings arising directly or indirectly hereunder or in connection with this limited power of attorney or its subject matter or formation (including non-contractual disputes or claims), whether brought by the Customer, the Attorney or CMC Markets, shall be held within the City of Toronto, Province of Ontario.
- 9.2 If the Customer is a resident of the Province of Québec:
- 9.2.1 this limited power of attorney and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this limited power of attorney, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable in that province;
 - 9.2.2 each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom; and
 - 9.2.3 all judicial or administrative actions or proceedings arising directly or indirectly hereunder or in connection with this limited power of attorney or its subject matter or formation

(including non-contractual disputes or claims), whether brought by the Customer, the Attorney or CMC Markets, shall be held within the City of Montréal, Province of Québec.

10. Commencement and Additional Checks.

- 10.1 This limited power of attorney is not effective until:
 - 10.1.1 it has been fully completed and returned to CMC Markets;
 - 10.1.2 the Attorney has completed an online application form with CMC Markets to open an account in their own name; and
 - 10.1.3 the Customer has been sent written confirmation from CMC Markets that all necessary procedures have been completed and that this limited power of attorney is in force.

11. Signatures.

- 11.1 **Note - this limited power of attorney is a contract. To do this, the Customer needs to sign this limited power of attorney in the presence of a third party (not the Attorney), who should then fill out and sign the relevant section. The Attorney should then also sign below.**
- 11.2 **If the Customer is a registered company, this limited power of attorney must be signed on behalf of the company by a registered director of the company.**

SIGNED BY:

[NAME OF CUSTOMER]:	
Account Number(s):	
Signed	
Date:	

In the presence of:

Witnessed by (name of third party name):	
Signed:	
Address:	

I hereby acknowledge receipt of the foregoing limited power of attorney and accept my appointment as the Attorney for the above named account holder.

Signed (Attorney):	
Date:	