

## Limited Appointment of Agent

Please understand the risk involved before you open a CFD account.

You are being introduced to CMC Markets UK Plc by Pretium Commodities which is a trading name of Pretium Securities. Your CFD account will be provided by CMC Markets UK Plc, who are authorised and regulated by the Financial Services Authority. All dealing, administration and settlement in relation to these services is undertaken by CMC Markets UK Plc. You and CMC Markets UK Plc, not Pretium Securities, will be counterparties to each transaction.

I \_\_\_\_\_ [name] of \_\_\_\_\_  
\_\_\_\_\_ [address] (the "Client"), as customer of CMC Markets UK Plc (trading as 'CMC Markets')  
hereby appoint \_\_\_\_\_ [Agent name] of \_\_\_\_\_ [address] ("the Agent")  
as my agent with full power and authority to trade upon my express instructions on my account or accounts with CMC Markets  
(the 'Account(s)') including without limitation to give instructions, open and/or close any trade and to place  
and/or cancel any order.

I confirm that:

1. The Agent is entitled to have access to all information available on-line relating to the Account(s).
2. I shall be fully responsible for all acts and omissions of the Agent including all trades/orders placed and instructions given by the Agent as if such acts, omissions, trades/orders and instructions were done, made or given by me and as if the Agent was me.
3. Notwithstanding that the Agent is still entitled to trade on my Account, I am solely responsible for my Account(s) including without limitation: (a) all monies payable in respect of my Account(s) (whether in respect of trades placed by me, the Agent and/or any other person giving/using my name, Account(s) number and/or password), including any Margin which may be payable, and (b) monitoring my Account(s), open positions and all other factors relevant to calculate Margin and other amounts payable.
4. CMC Markets is entitled to rely upon any statement made or other information given by me and/or the Agent (and/or any other person giving my name, Account(s) number and/or Password as the case may be).
5. If I wish to terminate this appointment of the Agent, I must serve written notices on the Agent and CMC Markets. Service of all notices to CMC Markets must be in accordance with CMC Markets' Terms of Business (the "Terms").
6. I hereby expressly ratify and confirm any and all transactions, trades or dealings effected in and for the Account(s) with CMC Markets by the Agent.
7. I authorise and direct CMC Markets to deduct from the Account(s) and pay to my Agent the amount of, incentive fees and/or brokerage commissions to be paid to the Agent.
8. This agreement shall continue in full force and effect until CMC Markets receives actual written notice of revocation or termination in accordance with the Terms. Until CMC Markets has received actual written notice of such revocation or termination in accordance with the Terms, the terms of this agreement and all indemnities contained therein shall continue in force.
9. I acknowledge that CMC Markets may exercise its rights under the Terms (by giving notice to me) to refuse to accept instructions from the Agent and to treat the appointment of the Agent as terminated.
10. Notwithstanding the appointment of the Agent, I will be treated as CMC Markets' customer.
11. Each of the Agent and CMC Markets 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 to this agreement.
12. This agreement (together with the Terms) is the entire agreement between the Agent, CMC Markets and myself in relation to the agency hereby created.
13. This agreement shall be governed by the laws of England and I submit to the non-exclusive jurisdiction of England.

In consideration of the foregoing, the parties and/or their authorised representatives signify their agreement by signing below.

SIGNED by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
**CLIENT**

The Agent hereby confirms that he:-

1. has read and understood and agrees to the above;
2. accepts his appointment as agent;

SIGNED: \_\_\_\_\_  
Print name and Title: \_\_\_\_\_  
Duly authorised signatory  
For and on behalf of **AGENT**

SIGNED: \_\_\_\_\_  
Print name and Title: \_\_\_\_\_  
Duly authorised signatory  
For and on behalf of **CMC MARKETS UK PLC**