



Dated _____¹

To:

- (1) The Agent named below; and
- (2) GAIN Capital UK Limited, trading as City Index ("**GAIN**")

Appointment of Agent

[I/We]² (*Full name of client*) of (*Address of client*) (the "**Customer**") hereby appoint **Atlantic Capital Markets Ltd** of 10-11 Penstraze Business Centre, Penstraze, Truro, Cornwall, TR4 8PN, UK (the "**Agent**") as the Customer's agent in respect of the Customer's account(s) with GAIN (the "**Account(s)**") with full unrestricted and unconditional power and authority to trade on the Account(s) and to do (and/or to omit to do) all acts and things in relation to trading activities on the Account(s) unless specified otherwise in this agreement.

Please note that words and expressions used in this agreement have the meanings given to them in the general terms and conditions of GAIN (as updated from time to time) (the "**General Terms**"), unless specified otherwise in this agreement. In this agreement any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

The Customer confirms and agrees that:

1. The Customer shall not disclose the password for their Account(s) to any person and shall not disclose the Account(s) number(s) to any person other than the Agent;
2. Instead of the commission levels in the General Terms for the same products, the Customer shall be charged in accordance with the table below for the following products:

¹ Please leave undated until all parties have signed.

² Please delete as appropriate, depending on whether the client is an individual or corporate entity.

Product	Minimum Ticket/Commission Available (amount expressed in country specific currency)	Commission per side in basis points/ cents per share	Flat Fee Commission
CFD Only Equities	Minimum Ticket Available	Available	No Flat Fee Available
AUD	25	40 bps	N/A
CHF	25	40 bps	N/A
DKK	100	40 bps	N/A
EUR	25	40 bps	N/A
GBP	25	40 bps	N/A
HKD	25	40 bps	N/A
JPY	4000	40 bps	N/A
NOK	120	40 bps	N/A
PLN	120	40 bps	N/A
SEK	140	40 bps	N/A
SGD	25	40 bps	N/A
USD	25	2.5 cents per share	N/A
CAD	25	6 cents per share	N/A

Product	Flat Fee Commission
CFD Only Indices and All Commodities (Metals, Oils, Softs and CFD FX)	Available
GBP	GBP10
USD	USD15
EUR	EUR15

The Agent's appointment will be effected only upon the verification of the Customer's and the Agent's identity and address, and if GAIN is unable to do so within 14 days of issuing this agreement to the Customer and the Agent GAIN may void this agreement at any time;

1. The Agent shall be entitled to access all information relating to the Account(s) relevant for the purposes of this agreement, including all information available on-line, trading information and account history;
2. The Agent shall be entitled to give instructions to GAIN on the Customer's behalf, including to open and/or close any Trade, to place and/or cancel any Order, to convert currencies and/or to utilise any funds GAIN may hold in respect of the Customer in or towards payment of a Margin Requirement or any other amounts payable by the Customer to GAIN;

3. The Customer agrees to pay to the Agent the fees set out below in this paragraph 6 (the "**Fees**") for the provision to the Customer of discretionary management services. Capitalised terms used in this paragraph 6 and not otherwise defined shall have the same meaning given to them in the Customer Agreement (as defined below).

DEFINITIONS

For the purposes of this paragraph 6, the following terms shall have the following meanings:

"**Customer Agreement**" means the agreement between GAIN and the Customer relating to the provision of products and services by GAIN to the Customer which shall include GAIN's terms and policies as amended from time to time;

"**Financing Spread**" means the spread applied to calculate the Financing Rates (as set out in the Pricing and Fees Schedule available from GAIN's website) over or under the reference rate. Typically, in the case of Long Position the Financing Rate is calculated as LIBOR + Financing Spread and in the case of Short Position it is LIBOR - Financing Spread.

"**Our Spread**" means Our Offer Price less Our Bid Price on Trades on certain products as determined by GAIN in its absolute discretion.

"**Standard Dealing Spread**" means the listed Our Spread for any market as published in the Market Information Sheet and before any discount or reduction (if any) is applied.

"**Trade**" or "**Trades**" means any opening or closing trade placed by the Customer with GAIN. A Trade specifically excludes all expiries, rollovers or corporate actions.

CONTRACTS FOR DIFFERENCE (CFDs)Equity CFDs

In relation to CFDs based on an underlying equity:

Where GAIN charges commission to the Customer, GAIN will retain the amounts set out in the table below. The Customer will pay the Agent the difference between those amounts and the corresponding amounts set out in paragraph 2 of this agreement.

Currency	Minimum per ticket	Basis Points
AUD	5	5
CAD	10	4 cents per share
CHF	9	5
DKK	50	5
EUR	5	5
GBP	5	5
HKD	15	15
JPY	1000	5
NOK	50	5
PLN	60	22
SEK	50	5
SGD	10	20
USD	10	1.25 cents per share

Non-equity CFDs including CFD FX

In relation to CFDs based on an underlying that is not an equity (excluding Options) and where Our Spread (and not commission) is charged to the Customer:

If the Customer pays the Standard Dealing Spread, the Customer will pay the Agent 15% of Our Spread on each opening Trade and 15% of Our Spread on each closing Trade.

CFD Options

In relation to CFDs based on options, the Customer will pay the Agent 30% of the stake per Trade.

CFD Financing

In relation to Trades where a Daily Financing Fee is charged, GAIN will retain an amount equal to the Daily Financing Fee (calculated as if the Financing Spread were 150 Basis Points). The Customer will pay any balance of the Daily Financing Fee to the Agent.

SPREAD BETSEquity Spread Bets

In relation to Spread Bets based on an underlying equity:

Where GAIN charges Our Spread to the Customer, GAIN will retain the amounts set out in the table below and the Customer will pay the Agent the difference.

Currency	Basis Points
AUD	6
CAD	4 cents per share
CHF	5
DKK	5
EUR	5
GBP	5
HKD	25
JPY	15
NOK	5
PLN	22
SEK	5
SGD	20
USD	1.25 cents per share

Non-equity Spread Bets including Spread Bet FX

In relation to Spread Bets based on an underlying that is not an equity (excluding Options) and where Spread (and not commission) is charged as standard to Introduced Customers:

If the Customer pays the Standard Dealing Spread, the Customer will pay the Agent 15% of Our Spread on each opening Trade and 15% of Our Spread on each closing Trade.

Spread Bet Options

In relation to CFDs based on options, the Customer will pay the Agent 30% of the stake per Trade.

Spread Bet Financing

In relation to trades where a Daily Financing Fee is charged, GAIN will retain an amount equal to the Daily Financing Fee (calculated as if the Financing Spread were 150 Basis Points). The Customer will pay any balance of the Daily Financing Fee to the Agent;

4. The Customer instructs GAIN to facilitate the payment of, and to pay, to the Agent:

- (a) the Fees; and
- (b) any other charges, spread, fees or commission charged to the Customer by the Agent that both the Customer and the Agent have confirmed to GAIN in writing,

in each case on the Customer's behalf (by way of deduction from the Customer's Account(s)) and on terms agreed between GAIN and the Agent from time to time. Notwithstanding any other provision of this agreement and/or the terms of any other agreement(s) entered into by GAIN and the Agent, in no circumstances shall GAIN be under any obligation to facilitate the payment of, or to pay, to the Agent any fees, charges, spread or commission (on the Customer's behalf or otherwise) that:

- (a) consist of performance fees;
- (b) do not relate to management services provided by the Agent to the Customer; or
- (c) do not comply (in GAIN's sole opinion) with applicable laws and regulations,

and the payment of any such fees, charges, spread or commission should be agreed and arranged between the Customer and the Agent directly without any involvement from GAIN;

5. Each party understands and accepts that (a) the Customer may amend and/or revoke the Customer's instruction to GAIN to pay the Fees and any other sums to the Agent at any time on two working days' written notice to GAIN and (b) no amendment may be made to this agreement without GAIN's prior written consent;
6. The Agent agrees to act within whatever power has been agreed with regard to the amount and payment of any fees and/or any other commission based charges owed by the Customer to the Agent;
7. GAIN is entitled to rely upon any statement made or other information (including without limitation in relation to the Customer's financial situation) given by the Agent;
8. The Customer shall be fully responsible for all acts and omissions of the Agent including all Trades and Orders placed and instructions given by the Agent as if such acts, omissions, Trades and Orders and instructions were done, made or given by the Customer and as if the Agent was the Customer. The Customer shall be fully responsible for all monies payable in respect of the Account(s) (whether in respect of Trades or Orders placed by the Customer or the Agent), including any Margin Requirement which may be payable;
9. The Customer agrees to indemnify GAIN and keep it indemnified from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) incurred by GAIN in connection with any or all of the following: (i) relying on the authorisation provided in this appointment of the Agent and acting on all Trades and Orders placed, instructions given by and agreements made by the Agent, whatever the circumstances; (ii) any failure by the Customer or the Agent to comply with the terms and conditions of this appointment of the Agent; (iii) any failure by the Customer or the Agent to comply with applicable law, rules or regulations of any government, exchange, regulatory organisation or self-regulatory organisation ("**Applicable Law**") and (iv) any action reasonably taken by GAIN or its affiliates or agents to comply with Applicable Law;
10. If the Customer or the Agent wish to terminate the appointment of the Agent, the Customer



or the Agent must serve written notice on each other and GAIN and such notice shall not be effective in the case of GAIN unless served in accordance with the General Terms;

- 11. The Customer acknowledges that GAIN may refuse to accept the appointment of the Agent for any reason and may terminate the appointment of Agent at any time upon two days' notice to the Customer and the Agent;
- 12. The Customer acknowledges that GAIN may exercise its rights under the General Terms by refusing to accept instructions from the Agent or taking such other actions as it is entitled to do under the General Terms;
- 13. Notwithstanding the appointment of the Agent, the Customer will be treated as GAIN's Customer for the purposes of the Rules of the Financial Conduct Authority;
- 14. Each of the Agent and GAIN 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 or an addressee, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act;
- 15. This agreement is subject to the General Terms which in the case of a conflict shall prevail over this agreement;
- 16. This agreement shall take effect at the date stated at the beginning of it; and
- 17. This agreement shall be governed by the laws of England and the Customer and the Agent submit to the non-exclusive jurisdiction of the English courts.

Signed [by / for an on behalf of]³

THE CUSTOMER

.....

Signature

.....

Print name

Agreed and accepted.

Signed for and on behalf of
GAIN Capital UK Limited

.....

³ Please delete as appropriate. Use "by" for an individual client, and "for and on behalf of" for a corporate client.



Agent Declaration

[I/We] hereby confirm that [I/we]:

1. accept [my/our] appointment as agent;
2. have read and understood, agree to and agree to be bound by paragraphs 1 to 20 above;
3. have not disclosed (and will not disclose) the Account(s) number(s) to any other person;
4. have read and agree to be bound by the Application Form, the General Terms, the relevant Product Supplement(s), Key Service Features, Risk Warning Notice, Conflicts of Interest Policy and the Trade and Order Execution Policy and any amendments thereto and fully understand the nature and risks of trading in the relevant Product(s);
5. agree to the General Terms in relation to the use of personal information [I/we] provide to GAIN (clause 24 of the General Terms). I understand that GAIN may use [my/our] personal information, for example, to verify [my/our] identity and address, to comply with anti-money laundering regulations, to respond to credit reference enquiries, to search the electoral register and to make enquiries of credit reference and other agencies. Such agencies may retain a record of the enquiry and information given to them and may also use [my/our] information in the future to assist other organisations for crime prevention and credit purposes; and
6. consent to GAIN providing [me/us] with information, including contractual and regulatory information and important notices about commercial and operational changes to the Customer's Account or any aspect of its service, in electronic form, including by e-mail and by posting such information on the Website.

Signed [by / for and on behalf of]⁴

THE AGENT

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⁴ Please delete as appropriate. Use "by" for an individual Agent, and "for and on behalf of" for a corporate Agent.