

Dated \_\_\_\_\_<sup>1</sup>

To:

- (1) The Agent named below; and
- (2) Tradetech Alpha Limited, trading as Markets.com ("**Markets.com**")

### **Appointment of Agent to convey client instructions – Limited Power of Attorney**

[I/We]<sup>2</sup> ..... (*Full client name*) .....  
 (*Address of client*) (the "**Customer**") hereby appoint **Atlantic Capital Markets Ltd** of 2 Penstraze Business Centre, Penstraze, Truro, Cornwall, TR4 8PN, UK (the "**Agent**") as the Customer's agent in respect of all Customer's trading account(s) with Markets.com under Customer Account ID .....  
 (the "**Account(s)**") with full power and authority to trade on the Account(s) following my instruction and consent and to do (and/or to omit to do) all acts and things in relation to trading activities on the Account(s) in order to convey my instructions 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 included in the Client Agreement of Markets.com (as updated from time to time) (the "**Client Agreement**"), 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. The Customer shall be charged with the Commission prescribed in in this agreement's Appendix I per product.

The Agent's appointment will become effective only upon the verification of the Customer's and the Agent's identity and address, and if Markets.com is unable to do so Markets.com 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 Markets.com on the Customer's behalf, including to open and/or close any Trade, to place and/or cancel any Order under the instructions of the Customer.
3. Except as set forth in this agreement, the Agent is not authorised to withdraw any money, securities

<sup>1</sup> Please add as date, the date when the appointment becomes effective and when all parties have signed

<sup>2</sup> Please delete as appropriate, depending on whether the client is an individual or corporate entity

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Financial products traded on margin carry high degree of risk to your capital. Spread bets and CFDs are complex high risk instruments and therefore are not suited to all investors. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. **72% of retail investor accounts lose money when trading Spread Bets and CFDs with this provider.** You should consider whether you understand how Spread Bets and CFDs work and whether you can afford to take the high risk of losing your money.

or other property from my Account(s) or otherwise held with Markets.com in my name.

4. The Customer agrees to pay to the Agent the fees set out below in in Appendix II (the "**Fees**") for the provision to the Customer of the advisory services and authorises Markets.com to make these payments to the Agent on the Customer's behalf.
5. The Customer instructs Markets.com 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 Markets.com 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 Markets.com 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 Markets.com and the Agent, in no circumstances shall Markets.com 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 the advisory services provided by the Agent to the Customer; or
- (c) do not comply (in Markets.com 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 Markets.com;

6. Each party understands and accepts that (a) the Customer may amend and/or revoke the Customer's instruction to Markets.com to pay the Fees and any other sums to the Agent at any time on two working days' written notice to Markets.com and (b) no amendment may be made to this agreement without Markets.com's prior written consent;
7. 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;
8. Markets.com 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;
9. 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;
10. The Customer agrees to indemnify Markets.com and keep it indemnified from and against all claims, damages, losses, costs and expenses (including reasonable legal fees) incurred by Markets.com 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

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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 Markets.com or its affiliates or agents to comply with Applicable Law;

11. 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 Markets.com and such notice shall not be effective in the case of Markets.com unless served in accordance with the Client Agreement and meets the conditions of this agreement;
12. The Customer acknowledges that Markets.com 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;
13. The Customer acknowledges that Markets.com may exercise its rights under the Client Agreement by refusing to accept instructions from the Agent or taking such other actions as it is entitled to do under the Client Agreement;
14. Notwithstanding the appointment of the Agent, the Customer will be treated as Markets.com's Customer for the purposes of the Rules of the Financial Conduct Authority;
15. Each of the Agent and Markets.com 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;
16. This agreement is subject to the Client Agreement which in the case of a conflict shall prevail over this agreement;
17. This agreement shall take effect at the date stated at the beginning of it; and
18. 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]<sup>3</sup>

**THE CUSTOMER**

.....  
**Signature**

.....  
**Print name**

**Agreed and accepted.**

Signed for and on behalf of  
**Tradetech Alpha Limited**

.....

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

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### **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 18 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 Client Agreement, the relevant Product Supplement(s), Risk Warning Notice, Conflicts of Interest Policy, the Order Execution Policy and all other legal documents forming part of the Client Agreement and any amendments thereto and fully understand the nature and risks of trading in the relevant Product(s);
5. agree to the Client agreement in relation to the use of personal information [I/we] provide to Markets.com. I understand that Markets.com 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 as well as disclosing it to any authorities as required by any applicable law. Such agencies/authorities 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 Markets.com 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]<sup>4</sup>

**THE AGENT**

.....

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## APPENDIX I

### Equity CFDs

In relation to CFDs based on an underlying equity the following commissions shall apply:

Product	Minimum Ticket/Commission (amount expressed in account currency)	Commission per side in basis points/cents per share
Non US	25	40 bps
US	25	2.5 cents per share

### Non-equity CFDs (Indices, Commodities, FX, Crypto)

In relation to CFDs based on an underlying asset that is not an equity then Markets.com standard dealing spread is charged to the Customer.

### Equity Spread Bets

In relation to Spread Bets based on an underlying equity the following commissions shall apply:

Product	Minimum Ticket/Commission (amount expressed in account currency)	Commission per side in basis points/cents per share
Non US	25	40 bps
US	25	2.5 cents per share

### Non-equity Spread Bets (Indices, Commodities, FX, Crypto)

In relation to Spread Bets based on an underlying asset that is not an equity then Markets.com standard dealing spread is charged to the Customer.

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## APPENDIX II

Capitalised terms used in this Appendix II and not otherwise defined shall have the same meaning given to them in the Client Agreement (as defined below).

### **DEFINITIONS**

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

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

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

**"Trade"** or **"Trades"** means any opening or closing trade placed by the Customer with Markets.com. 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 Markets.com charges commission to the Customer, Markets.com will retain the amounts set out in the table below. The Agent is entitled to receive by the Customer as commission the difference between those amounts and the corresponding amounts set out in Appendix I of this agreement.

Product	Minimum Ticket/Commission (amount expressed in account currency)	Commission per side in basis points/cents per share
Non US	5	5 bps
US	5	0.5 cents per share

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### Non-equity CFDs

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

- The Customer will pay the Agent 15% of Our Spread on each opening Trade and 15% of Our Spread on each closing Trade.

### CFD Financing

In relation to trades where a Daily Financing Fee is charged, Markets.com 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 BETS**

### Equity Spread Bets

In relation to Spread Bets based on an underlying equity:

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

<b>Product</b>	<b>Minimum Ticket/Commission (amount expressed in account currency)</b>	<b>Commission per side in basis points/cents per share</b>
Non US	5	5 bps
US	5	0.5 cents per share

### Non-equity Spread Bets (Indices, Commodities, FX, Crypto)

In relation to Spread Bets based on an underlying asset that is not an equity then Markets.com standard dealing spread 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.

### Spread Bet Financing

In relation to trades where a Daily Financing Fee is charged, Markets.com 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.

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