

## APPOINTMENT OF AGENT

Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

To (1) The Agent named below; and  
(2) City Index Limited (trading as Galvan Derivative Trading)

Dear Sirs,

I, \_\_\_\_\_ of \_\_\_\_\_ ("**the Client**") hereby appoint **Galvan Research and Trading Limited of CMA House, Newham Road, Truro, Cornwall, TR1 2SU ("the Agent")** as my agent in respect of my account ("**the Account**") with City Index Limited ("**City Index**") with full unrestricted and unconditional power and authority to trade on the Account and to do (and/or to omit to do) all acts and things in relation to the Account including without limitation to give instructions, open and/or close any trade/bet and to place and/or cancel any order.

I confirm that:-

1. I have disclosed my Account number and password to the Agent;
2. The Agent is entitled to have access to all information relating to the Account including without limitation information available on-line, trading information and account history;
3. I have not disclosed (and will not disclose) my Account number and/or password to any person other than the Agent and the Agent has not disclosed (and will not disclose) my Account number and/or password to any person;
4. I shall be fully responsible for all acts and omissions of the Agent including all trades/bets/orders placed and instructions given by the Agent as if such acts omissions trades/bets/orders and instructions were done, made or given by me and as if the Agent was me. Without prejudice to the generality of the foregoing the Agent shall be entitled to give payment instructions to City Index including without limitation to convert currencies and/or to transfer and utilise any funds City Index may hold in respect of me in or towards payment of margin or any other amounts payable by me to City Index;
5. Notwithstanding that the Agent is entitled to trade/bet on my Account, I am solely responsible for my Account including without limitation: (a) all monies payable in respect of my Account (whether in respect of trades/bets placed by me, the Agent and/or any other person giving/using my name, Account number and/or password), including any Margin which may be payable and (b) monitoring my Account, open positions and all other factors relevant to calculate Margin and other amounts payable;
6. The Agent has read and understood City Index's terms and conditions of business (including the General Terms, the Margining Terms, the CFD and/or Spread Betting Terms, the CFD and/or Spread Betting Market Information Sheets, and all other matters referred to in such terms having contractual effect) (**collectively "the Terms"**), the Risk Warning Notice and the Trade and Order Execution Policy and fully understands the nature of trading in CFDs and/or spread bets (as the case may be) and the jargon used;
7. City Index is entitled to rely upon any statement made or other information given (including without limitation in relation to my financial situation) by me and/or the Agent (and/or any other person giving my name, Account number and/or Password, as the case may be), including without limitation in relation to the exercise by City Index of any discretion in relation to my Account such as (without limitation) whether to require payment of Margin or to close any open position;

8. If I wish to terminate this appointment of the Agent, I must serve written notices on the Agent and City Index and such notice shall not be effective in the case of City Index: (a) unless served in accordance with the Terms and (b) until the expiration of two business days after the date of receipt by City Index (as business days is defined in the Terms and including the business day of receipt);
9. I acknowledge that City Index 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 City Index's client for the purposes of rule 2.4.3 of the New Conduct of Business Sourcebook of the Financial Services Authority;
11. I have been advised to take independent legal advice in relation to this agreement;
12. Each of the Agent and City Index 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, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act;
13. This agreement is subject to the Terms which in the case of a conflict shall prevail;
14. This agreement (together with the Terms) is the entire agreement between the Agent, City Index and myself in relation to the agency hereby created;
15. The Agent has signed this agreement;
16. This agreement shall be governed by the laws of England and I submit to the non-exclusive jurisdiction of the English courts.

Signed by:

The Client

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The Agent hereby confirms that he:-

1. has read and understood and agrees to the above;
2. in particular agrees that the Client named above is the client of City Index for the purpose of rule 2.4.3 of the New Conduct of Business Sourcebook of the Financial Services Authority. The Agent agrees he is not the client of City Index;
3. accepts his appointment as agent;
4. has read and understood the Terms (including the relevant Market Information Sheets), the Risk Warning Notice and the Trade and Order Execution Policy and fully understands the nature of trading in CFDs and/or spread bets (as the case may be).

Signed by:

The Agent

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Head and Registered Office: Moorgate Hall, 155 Moorgate, London, EC2M 6XB. City Index Limited is a company registered in England and Wales under number: 1761813. It is authorised and regulated by the Financial Services Authority. FSA Register Number: 113942. The main business of City Index Ltd is the provision of spread betting, CFD trading, FX trading, binary betting and related services and products.