

AGENCY AGREEMENT (“AGREEMENT”)

Account No(s):	(“Accounts”)	Date:	
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Full Name of Client:	(“Client”)
Address of Client:	
Signature:	

Full Name:	Tradefair Financials (“Tradefair”)
Address:	34th Floor, (CGC 34-03), 25 Canada Square, London, E14 5LQ
Signed:	
Name and title:	

Full Name of Agent:	(“Agent”)
Address of Agent:	
Signed:	
Name and title:	

We agree to the following.

1. Client has opened, or may open, Account(s) with Tradefair in respect of which terms and conditions apply from time to time (“Terms”).
2. **Agency.**
 - 2.1 Client hereby appoints and authorizes Agent as Client’s agent in connection with the Account (or all the Accounts if applicable) with full power as agent of the Client to do any one or more of the following on the Client’s behalf and in the name of the Client:
 - 2.1.1 to undertake any and all trading activity on the Account(s) (or any of them), including making and placing orders and executing trades (whether buy or sell (including short sales)) in Index Options, CFD contracts or Spread Bets on margin as applicable or otherwise at the Client’s risk, to instruct Tradefair to repatriate funds to the Client and/or to utilize any of Tradefair’s services and/or trading platforms in connection with the aforementioned (“Relevant Activities”);
 - 2.1.2 and to sign execute and deliver on behalf of and in the name of the Client any and all documents, and to take any and all actions and do any and all things that the Agent may in Agent’s absolute discretion consider necessary or desirable in connection with the Relevant Activities.
 - 2.2 Client agrees if requested to ratify and confirm everything done or caused to be done by the Agent under this paragraph 2 and Client further declares that Tradefair shall be entitled to treat the agency created by this paragraph 2 as valid binding and not revoked or amended or subject to other conditions unless and until Tradefair receives notice in writing of the same from either the Agent or the Client.
 - 2.3 Client consents to Tradefair providing and/or allowing Agent access to all Client’s data including Client’s personal or other information held by Tradefair (including passwords and/or other access keys allowing Agent to access Client’s Account(s)) and Client further consents to Tradefair providing copies to Agent of all notices, statements, information and correspondence relating to Client’s Account(s).
3. This Agreement may be terminated by any party by giving notice in writing to the other parties, such termination not to affect accrued rights and liabilities and open trading positions.
4. Tradefair may assign, transfer, charge, sub-contract or deal in any manner (in whole or in part) with its rights and/or liabilities under this Agreement. Neither the Agent nor the Client shall assign, transfer, charge, sub-contract or deal in any manner (in whole or in part) with their respective rights and/or liabilities under this Agreement.
5. The parties hereto have not when entering to this Agreement relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in or referred to in this Agreement, the Terms and/or the Account application form(s).
6. The Terms and this Agreement constitute the entire agreement and supersede any previous agreement between us relating to their subject matter. All terms, conditions and warranties implied by statute or common law are excluded to the fullest extent permitted by law.
7. The successors and assignees of Tradefair will be deemed to be parties to this Agreement and able to enforce it. Subject to that, 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.
8. This Agreement shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that save as otherwise provided the courts of England and Wales have exclusive jurisdiction over any claim or matter arising under or in connection with this Agreement. Nothing in this clause shall limit the right of Tradefair to take proceedings against the Client or the Agent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

Tradefair Financials’ (“Tradefair”) is a trading name of GAIN Capital - FOREX.com UK Limited and is authorised and regulated by the Financial Conduct Authority FCA No. 190864.