

Power of Attorney [not required if you are opening your TAM account online]

THIS POWER OF ATTORNEY is granted on the... day of..... 20.....

//We.....(name of client, individual or company) (The "Customer")

hereby appoint **Trendwatch Asset Management** (the "Attorney") to be the Customer's Attorney for the following purposes:

1. To do business with **WorldSpreads Limited** ("the Firm") pursuant to the customer agreement with them and in accordance with the rules applicable thereto; and
2. For that purpose to:
 - a. open, operate and close the Customer's account (as appropriate) with the exclusion of cash withdrawals and third party payments~
 - b. deal on the Customer's behalf with the Firm, which the Attorney undertakes on such terms as the Attorney shall determine in its discretion, including (without limitation) entering into transactions using any electronic or online trading system provided by the Firm to the Attorney, or by giving oral or written instructions;
 - c. do anything else contemplated by the customer agreement which is reasonably necessary for the purposes of the Customer's dealing with the Firm pursuant to that agreement.

The Customer confirms that he has read and understood the WorldSpreads customer agreement and agrees that all dealings with WorldSpreads on his behalf shall be governed by that agreement.

The Customer confirms that he has read and understood the Trendwatch Asset Management investment management agreement and agrees that the management of his account by the Attorney shall be governed by that agreement.

The Customer acknowledges that the Firm is neither a party to the Trendwatch Asset Management investment management agreement nor aware of its contents. The customer understands that the Attorney shall act as his agent and will at no time be acting as an agent of the Firm. The customer agrees that he will in no circumstances hold the Firm responsible for any act or omission of the Attorney.

In appointing the Attorney to operate the account on his behalf, the Customer undertakes not to give any instructions in relation to the account directly to the Firm. The Firm shall be entitled to decline any instruction received directly from the client. Nevertheless, in the event that the Firm acts upon any instruction received from the Client, the Client agrees to be fully responsible for any resulting transactions and will indemnify both the Firm and the Attorney and keep them indemnified from any loss, damage or expense incurred by it as a result of acting on such instructions.

The Customer authorises the Firm to accept all instructions for its account, whether orally or in writing, from the Attorney. The Firm shall not be obliged to make any enquiry of the Customer or of any other account, account holder or person before acting on such instructions.

The Customer accepts full responsibility and liability for all such instructions (and for all transactions that may be entered into as a result) and will indemnify the Firm and keep it indemnified against any loss, damage or expense incurred by it as a result of its acting on such instructions. This indemnity shall be effective:

- whatever the circumstances giving rise to such loss, damage or expense;
- whatever the knowledge, acts or omissions of the Firm in relation to any other account held by any other person or body (including the Attorney named above) with the Firm.

The Customer further agrees, that this indemnity shall extend to loss, damage or expense incurred by the Firm in reversing incorrect or erroneous instructions submitted by the Attorney that result in a transaction that must for the protection of the Firm, its other customers or for reasons of market integrity, be reversed.

The Customer acknowledges and accepts the inherent risk that online or electronic communication, may not reach their intended destination or may do so much later than intended for reasons outside your control. The Customer accepts that it bears the risk of the Attorney's instructions being lost for any reason whatsoever (including without limitation, malfunctions in any electronic or online trading system).

The Customer acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, the Firm has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Customer accepts that if the Firm chooses not to place any such limits or controls

on the Attorney's trading, or if such limits or controls fail for any reason, the Firm will not exercise oversight or control over instructions given by the Attorney and the Customer accepts full responsibility and liability for the Attorney's actions in such circumstances.

The Customer undertakes to ratify whatever the Attorney does under the authority or purported authority of this power. The Customer agrees to indemnify the Attorney against all expenses, losses and liabilities incurred by it when acting in Pursuance of this power.

This authorisation may only be amended or revoked by the Customer in writing. Unless notified otherwise in writing by the Firm, any such variation or revocation shall not be effective until two working days *after* it is received by the Firm. The Customer acknowledges that it will remain liable for all instructions given to the Firm prior to the revocation/variation being effective, and that it will be responsible for any loss which may arise on any transactions which are open at such time. The Customer will indemnify and keep the Firm indemnified in respect of any such losses.

This Deed shall be governed by and construed in accordance with the laws of England and Wales and I irrevocably submit to the jurisdiction of the English courts in relation to any dispute arising out of this Deed.

The Customer

Name of Customer.....

Customer's Account Number with the Firm (if known):

- If the Customer is an **individual**, they should sign once below with a Witness present
- If the Customer is a **company**, then two duly authorised signatories should sign below

Signed:.....Date:.....

Signed:..... Date:.....

in the presence of:

Witness (not required if the Customer is a company)

Name of Witness:.....

Address.....

Occupation:.....

Signature of Witness:.....Date:.....

The Attorney

I, TRENDWATCH ASSET MANAGEMENT LTD, declare that I am the Attorney referred to above and that the following is my true signature. I am an authorised signatory of the company.

Signed:..... Date:.....

Contact telephone number: +44 (0) 208 242 6005 Occupation/nature of business: INVESTMENT MANAGEMENT