# **CAP**STOCK

# **CAPSTOCK INDIVIDUAL POWER OF ATTONEY**

# **INSTRUCTIONS** TO FILL IN THE FORM

The principal and the agent have to both complete and sign this form. For a quick treatment of your request, please send a scan copy of this form, along with scan copy of a proof of identification of the principal to <a href="mailto:sales@capstock.mu">sales@capstock.mu</a>

This current mandate is valid for the trading account bearing n° : -----

### Hereinafter referred to as the "Account"

#### PRINCIPAL ACCOUNT HOLDER REFERRED AS PRINCIPAL :

Name and First Name of Principal :

Full Residential Address : .....

Passport Number or National Identity Card Number : .....

#### Hereby grant Power of Attorney by a way of deed to :

## **THE AGENT :**

ess:
untry:
ephone:
ur

Passport Number or National Identity Card Number :-----

To perform all transactions and legal acts according to Capstock Ltd General Business Terms or any other terms which are entered into with Capstock Ltd and which govern the client relationship as if they were performed by the Principal itself. The Agent agrees that if it breaches any term of Capstock Ltd General Business Terms it shall keep Capstock Ltd indemnified against any loss, damage or expense incurred by Capstock Ltd as a result of such breach.

#### Thus the client understands and agrees that :

1. Capstock Ltd may accept from the Agent, without inquiry or investigation any instruction or order to transact all instruments available on Capstock Ltd's trading systems including financial securities, derivatives, foreign exchange and any other property in the Principal's account(s) on margin or otherwise;

2. Capstock Ltd shall have no responsibility or liability to the Principal in following the Agent's instructions;

3. Capstock Ltd is under no duty to supervise or otherwise know or review the trading practices, advice or any other acts carried out by the Agent and Capstock Ltd relies on the Principal monitoring the trading and transactions on the account(s) conducted by the Agent;

4. The Principal hereby agrees to indemnify Capstock Ltd for any losses or damages caused to Capstock Ltd by any act or omission of the Agent whatsoever (including but not limited to any losses incurred as a result of Capstock Ltd acting on instructions given by the Agent);

5. Capstock Ltd is allowed to provide the Agent with direct access to the account and reveal all information about the account to the Agent and thus, for instance, send copies of any and all transaction notes, account statements etc. to the Agent so that the Agent may satisfy any of it's legal and regulatory requirements on records retention;

6. Capstock Ltd may establish internet trading facilities according to the instructions of the Agent for purposes of executing trades on behalf of the Principal on any of Capstock Ltd's internet trading systems;

# By signing this Power of Attorney, the Principal :

Autorize the Agent to transfer funds to or from the Trading Account and authorize Capstock Ltd to execute the orders.

Does not give the autorisation to the Agent to transfer funds to and from the Trading Account.

This Power of Attorney shall remain effective until revoked in writing by the Principal and correspondingly confirmed in writing by Capstock Ltd. This Deed shall be governed by and construed in accordance with the law of Mauritius and all Parties irrevocably agree that the courts of Mauritius shall have exclusive jurisdiction to determine any proceedings.

Date :

Signature of Principal:

Signature of Agent:

Capstock Ltd possède une licence auprès de FSC de Maurice sous le numéro C112010791 code SEC 2.3.

Capstock Ltd has been granted an Investment Dealer Licence pursuant to Section 29 of the Sécurities Act 2005, Rule 4 of the Sécurities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008.