

GLOBAL BROKERS (NZ) LIMITED

DISCRETIONARY ACCOUNT AUTHORITY

Client's Name: _____ (the Client)

Address: _____

FUTURES, OPTIONS AND MARGIN FOREIGN EXCHANGE CONTRACTS

This Discretionary Account Authority sets out the terms on which Global Brokers (NZ) Limited (THE COMPANY) will enter into futures, options and margin foreign exchange contracts on the Clients behalf. This discretionary account authority is in addition to the Client Agreement that has been entered into between THE COMPANY and the Client. If there are any inconsistencies between this authority and the Client Agreement, this authority will prevail with respect to Discretionary Trading.

Please see page 3 for the definitions of some of the words used in this authority.

1. THIS AGREEMENT IS IN ADDITION TO THE CLIENT AGREEMENT

- a) **Amendment to the Client Agreement:** The Client agrees that this authority is in addition to, amends and forms part of the Client Agreement. If there are any inconsistencies between this authority and the Client Agreement, this authority will prevail.
- b) **Confirmation of the Client Agreement:** Subject to the terms set out in this authority, the Client confirms that they have entered into a Client Agreement prior to entering into this agreement.
- c) **Client Agreement to apply:** The provisions of the Client Agreement apply to futures & foreign exchange contracts traded by THE COMPANY under this authority.

2. DISCRETIONARY AUTHORITY

- a) **Global Brokers (NZ) Limited Appointed Discretionary Agent:** The Client appoints THE COMPANY the Clients agent to trade in futures & foreign exchange contracts on the Clients behalf on a discretionary basis on the terms set out in this authority and the Client Agreement. THE COMPANY accepts that appointment.
- b) **Global Brokers (NZ) Limited Authority:** Subject to this authority the Client authorizes THE COMPANY to trade and to do all things and execute all documents necessary to trade in futures & foreign exchange contracts on the Clients behalf on Exchange or any other exchange or market at THE COMPANYS absolute discretion and without further reference to the Client and without the Clients further approval. Without limiting the generality of this clause THE COMPANY may enter into and close any futures & foreign exchange contracts, buy, sell, exercise and abandon any option in respect of any futures contract or option.
- c) **Limitations on Global Brokers (NZ) Limited Authority:** Notwithstanding any other provision of this authority THE COMPANY must comply with any written limitations imposed by the Client.

3. GLOBAL BROKERS (NZ) LIMITED OBLIGATIONS

- a) **Trading:** THE COMPANY will trade in future & foreign exchange contracts on the Clients behalf in its discretion in accordance with this authority, the Client Agreement and any written limitation or instruction given by the Client. .
- b) **Review:** THE COMPANY must keep the Clients position in futures & foreign exchange contracts traded by it on the Clients behalf under review and confer with the Client at regular intervals regarding trading futures & foreign exchange contracts on the Clients behalf.
- c) **Records:** THE COMPANY will keep complete and accurate records of all trades in futures & foreign exchange contracts made on the Clients behalf.

4. COMMISSIONS, FEES AND EXPENSES

- a) **Commissions, Fees and Expenses:** THE COMPANY may charge, and the Client must pay, all amounts and other things payable by the Client under the Client Agreement or separate fee schedule in respect of futures & foreign exchange contracts traded by THE COMPANY on the Clients behalf, plus all other fees and commissions relating to services provided by THE COMPANY under this authority as is notified by THE COMPANY to the Client in writing from time to time.

5. TERMINATION OF AUTHORITY

- a) **Termination of Authority:** The Client or THE COMPANY may at any time give written notice to the other and terminate this authority. Termination under this clause does not affect the Client Agreement.
- b) **Termination of Client Agreement:** If either party terminates the Client Agreement then this authority is also at an end.
- c) **Effect of Termination:** Termination of this authority does not affect any rights or obligation that arose prior to termination, and does not affect obligation under this authority that are expressed to survive termination or the Client Agreement.

LIABILITY AND INDEMNITY

- a) **THE COMPANY:** The Client indemnifies THE COMPANY against any actions, claims, demands, judgments, damages, losses or other liabilities and any costs, charges and expenses (including solicitor/client costs) in connection therewith incurred by THE COMPANY , arising out of or in connection with:
 - 1. THE COMPANY or any of its officers, employees or agents acting in relation to or with trading of futures & foreign exchange contracts on the Clients behalf;
 - 2. Any trade affected on the Clients behalf;
 - 3. Any action permitted in this authority.

This indemnity continues after the termination of this authority.

The Client: THE COMPANY does not represent or warrant performance of any futures and/or foreign exchange contracts traded on the Clients behalf. THE COMPANY is not liable to the Client for any loss, liability, cost, charge or expense resulting from any act or omission to act taken or not taken by THE COMPANY pursuant to this authority unless directly caused by breach of this authority, negligence, dishonesty, willful neglect or willful misconduct of THE COMPANY or any of its officers, employees or agents action on THE COMPANY's behalf in the exercise of this authority.

DEFINITIONS

In this authority:

Words and phrases used in this authority that are defined in the Client Agreement have the same meaning when used in this authority.

The words "the Client" and "the Client" is a reference to the person or persons who have signed the authority as a client and whose name or names appear on the authority.

"Client Agreement" means the Client Agreement between the Client and THE COMPANY.

"Futures Contracts" refers to all into futures, options and margin foreign exchange contracts.

**FUTURES, OPTIONS AND MARGIN FOREIGN EXCHANGE CONTRACTS
DISCRETIONARY TRADING LIMITATION**

THE COMPANY's authority under the Discretionary Account Authority to enter into futures & foreign exchange contracts on my/our behalf is subject to the following limitations:

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| <p>1. Markets on which contracts may be dealt: i.e. Futures, Options, Margin Foreign Exchange</p> | |
| <p>2. Specified contracts which may be traded:</p> | |
| <p>3. Restrictions on frequency of trading:</p> | |
| <p>4. Maximum to be risked on any trade:</p> | <p>Percentage of current margin held: %</p> |
| <p>5. Maximum net loss (realized and marked to market):</p> | <p>Percentage of equity held: %</p> |
| <p>6. Other:</p> | |

***I/*We confirm that *I/*we have heard/read and understand this Discretionary Account Authority and that the trading terms and services used in it have been explained to *me/*us by the giver of this statement. By signing this agreement the Client agrees to be legally bound by its terms and conditions.**

(Clients Signature)

(Clients Signature)

(Witnesses Signature)

(Print Name)

(Print Name)

(Print Name)

(Dated)

(Dated)

(Dated)

Accepted by Global Brokers (NZ) Limited

Name: _____

Authorised Signatory
Of Global Brokers (NZ) Limited: _____ **Dated:** _____

FOR GLOBAL BROKERS USE ONLY

Full name of the Futures Advisor by whom this statement is given:

Address of Futures Advisor by whom this statement is given:

Date on which the statement is given to the client:

THE COMPANY authorized signatory:

Print Name

Date