**POWER TO ACT IN YOUR NAME**

We are Funding Invoice Limited ("we/us"), You are [SELLER], [ADDRESS], (company no.[ ]).

There may be times when it is necessary for us to act quickly without having to call upon you to deal with the formalities for securing and perfecting our rights and interests under any Trade or the FI Rules. For example, you may become insolvent and a trustee, administrator or liquidator may not wish to co-operate to enable us to obtain payment from your Customer. The purpose of this power of attorney is to enable us to act in your name to recover monies owing to us. We may also use it to assign from you to us, in support of the provisions of the FI Rules, any Debt or Traded Debt and/or its Related Rights or any Scottish Debt and/or its Related Rights and to complete the transfer of any Debt or Traded Debt and/or its Related Rights or any Scottish Debt and/or its Related Rights into the trust set up under the FI Rules or to transfer the same out of that trust.

This power of attorney is made on [DATE].

All capitalised terms in this power shall have the same meaning assigned to them in the FI Rules.

1. As security for the performance of your obligations to us and security for all sums which shall become due to us, you irrevocably appoint us and our directors, company secretary and officers, at any time, jointly and each of them severally to act as your attorneys as we or they think fit to do any of the following:
   1. complete and perfect our title to or deal with any Traded Debt or Related Rights, and for such purpose assign any Traded Debt or Related Rights or any Traded Scottish Debt or its Related Rights, give notice to any person of such assignment or assignation, complete the transfer of any such Traded Debt or its Related Rights or any Scottish Debt or its Related Rights into trust and give intimation on your behalf to us or any other person that such Traded Debt or its Related Rights or Scottish Debt or its Related Rights have been assigned to us and/or are held in trust for us;
   2. obtain payment of and give valid discharges for any Traded Debt;
   3. secure performance of any of your obligations to us or to any Customer.
2. For these purposes, your attorneys may do any of the following:
   1. sign all documents;
   2. endorse and/or negotiate all Proceeds;
   3. conduct, defend or compromise any legal proceedings and settle any indebtedness;
   4. take all other steps they, in their absolute discretion, consider necessary.
3. These powers shall continue both during and after the end of your Member Agreement and during any disability on your part until all sums due to us have been paid, whether such sums are owed to us as Trustee or in our own right. You will ratify and confirm whatever shall be lawfully done under these powers.
4. You also irrevocably appoint any assignee of ours or any person to whom we may novate your Member Agreement to perform any of the acts set out above. We may also appoint or remove a substitute attorney.
5. For the avoidance of doubt all powers granted by you under this deed are granted by you not only in your capacity as Seller but also as trustee of the trust created under clause 2.11 of the FI Rules.
6. This power shall be governed by and construed in accordance with the laws of England and any dispute arising out of or in connection with it will be subject to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated above.

**SIGNED and DELIVERED by** [SELLER], acting by:

[NAME OF DIRECTOR], a Director

Signature......................................

Director

[NAME OF DIRECTOR], a Director

Signature......................................

Director