

CORPORATE RESOLUTION 公司決議

I, _____ Secretary of _____, a corporation organized under the

laws of the Country of _____ (the "Corporation"), do hereby certify that at a meeting of the Board of Directors of the said Corporation, held in accordance with its charter and by-laws on the date at which a quorum was at all times present and acting, the attached resolutions were duly adopted, that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the charter or by-laws of said Corporation.

本人 _____，為 _____ (公司) 之公司秘書，本公司根據 _____ 國法律成立的一家公司。本公司特此證明本公司董事會已於本決議所載之日根據公司章程及公司規則召開董事會議，出席會議的董事自始至終符合法定人數。會議通過以下所附各項決議，各項決議自從通過後未被修改，終止或撤銷，並且與公司章程及公司規則並無任何衝突之處。

RESOLUTION 決議內容

	Name	Title
	姓名 _____	職務 _____
(1) Resolved that	Name	Title
本公司特此決議	姓名 _____	職務 _____

Each of them or such other person as this corporation may designate from time to time either in writing or by their apparent authority be and hereby are authorized to trade in OTCFX account for risk of this Corporation through and with FXCM ASIA, as said Corporation is now constituted or may be hereafter constituted, the authority hereby granted including the power to do any of the following:

- a) To open an account with FXCM ASIA for the purpose of FXCM ASIA 's carrying, clearing, and settling all securities transactions undertaken by the Corporation;
- b) To buy and sell foreign currency positions for present delivery, on margin or otherwise, the power to sell including the power to sell "short";
- c) To deposit with and withdraw from said firm money, currencies, contracts, for the purchase or sale of Currencies, securities and other property;
- d) To receive requests and demands for additional margin, notices of intention to sell or purchase and other notices and demands of whatever character;
- e) To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind;
- f) To place oral orders with any authorized representative of FXCM ASIA for the execution of securities transactions on behalf of the Corporation on any marketplace FXCM ASIA is permitted to effect transaction on;
- g) To pay FXCM ASIA all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by FXCM ASIA formative to time as margin or equity for the Corporation's account;
- h) To settle, compromise, adjust and give releases on behalf of this Corporation with respect to any and all claims, disputes and controversies;
- i) To otherwise perform all terms and provisions of the above mentioned Agreements, and to take any other action relating to any of the foregoing matter;

任何一位上述人士或本公司不時以書面或表見代理的形式授權的其它人士可以通過福匯亞洲為本公司進行槓桿式外匯買賣。本公司為此目的授權上述人士為下述任何行為：

- (a) 於福匯亞洲開立賬戶，以便福匯亞洲執行本公司所有證券交易並進行有關的清算及交割；
- (b) 進行外匯現匯、保證金或其它交易，售出外匯的權力包括賣空；
- (c) 向本公司賬戶存入或從本公司賬戶提取貨幣、現鈔，合約以用於買賣現鈔、證券或其它財產；
- (d) 收取請求或要求支付額外保證金通知，買賣意圖通知或任何其它性質的通知或要求。
- (e) 收取並確認各類通知、確認書，請求要求及各種確認書的更正；
- (f) 向福匯亞洲的任何授權代表人發出口頭指令，以便於後者在福匯亞洲有權進行交易的任何市場代表本公司進行證券交易；
- (g) 向福匯亞洲支付與此類交易有關的所有費用，佣金，溢價和折價，以及福匯亞洲不時要求的與本公司賬戶有關的保證金或其它款項；
- (h) 就任何和所有請求，糾紛及衝突代表本公司進行解決，達成和解，調停或給予對方豁免。
- (i) 以其它方式履行上述所指協議的所有條款或條件，並就前述事項採取任何其它行動。

(2) Let it be further resolved that it is in the best interest of the corporation to have its account(s) for the purchase and/or sale of foreign currencies cleared and carried by FXCM ASIA and for FXCM ASIA to arrange for the execution of foreign currencies transactions which are not executed by the Corporation directly;

本公司進一步決議為外匯買賣之目的，由福匯亞洲為本公司進行賬戶的交割和維持並由福匯為不由本公司直接執行的外匯交易作出交易安排是符合本公司最大利益的。

(3) Resolve that FXCM ASIA may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Corporation directly, and that in the event of any change in the office or powers or persons hereby empowered, the Secretary shall certify such change to FXCM ASIA. in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons substituted;

本公司決議，福匯亞洲可以直接或間接與本決議書授權的任何及所有人士進行交易，此等交易視同福匯亞洲同本公司的交易。本決議書授權之人士的職務、權力或身份如有任何變更，公司秘書應以本決議前文提供的方式書面將變更情況向福匯亞洲確認。該書面通知一經接收即作為對前一任被授權人權力的終止，及所繼任人的授權。

(4) Further Resolved, that in order to induce FXCM ASIA to act as Agent on behalf of the Corporation, the execution and delivery of an Account Application, Client Account Letter, Client Agreement, Risk Disclosure Statement, and other documents appropriate to induce FXCM ASIA to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Corporation) by any officer of the Corporation are hereby authorized; and the officers of the Corporation are hereby directed to execute such Agreements by and on behalf of the corporation and to deliver the same to FXCM ASIA;

本公司進一步決議，為方便福匯亞洲擔任本公司的代理人，特此授權本公司任何主管簽署送達開戶表，客戶賬戶函，客戶協議，風險披露聲明，及其它能夠使得福匯亞洲成為本公司代理人的文件(上述文件的副本已經提交本董事會議並將於本公司備案)；本公司特此要求所屬主管代表本公司簽署上述協議並將同一文件送達福匯亞洲。

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to FXCM ASIA by the Secretary/Assistant Secretary of the corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by FXCM ASIA.

本公司進一步決議，除非福匯亞洲收到書面撤銷通知，前述決議及根據前述決議由本公司秘書/助理秘書向福匯亞洲實際送達的確認，不得撤銷。

(6) Further Resolved, that the Corporation agrees to indemnify and hold harmless FXCM ASIA and its associates from any and all loss, damage or liability incurred because of any of the representations or warranties made above shall not be true and correct or any of the agreements entered into between the corporation and FXCM ASIA shall not have been fully performed by the Corporation;

本公司進一步決議，如本公司於前述所作出的任何聲明或保證不真實或不準確，或本公司未全面履行由本公司和福匯亞洲所訂立的協議，而給福匯亞洲及其關聯人招致任何損失、損害或責任的，本公司同意向福匯亞洲及其關聯人作出賠償，以使其不受損害。

(7) Further Resolved, that the Secretary of the Corporation be and hereby is authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to FXCM ASIA and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as FXCM ASIA receives written notification that such persons are no longer such officers) shall continue in full force and effect (irrespective of whether any of them ceases to be officers or employees of the Corporation) until notice of revocation or modification is given in writing to FXCM ASIA or its successors or assigns.

本公司進一步決議，特此授權並命令本公司秘書將經認證的本決議副本，連同各主管職務證明呈交福匯亞洲。本決議向各代理人(包括職務證明所指定的作為本公司主管的人，除非福匯亞洲收到關於上述人士不再擔任本公司主管的書面通知)的授權在撤銷或變更通知被送達福匯亞洲或其承繼人或受讓人之前全部有效(不論上述主管是否已不再擔任本公司的主管或僱員)。

I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Corporation has the power under its Charter and by-laws and applicable laws to take the action set forth in and contemplated by the foregoing resolutions. 本人進一步證明前述決議未被修改或撤銷，全部有效；本公司依據其公司章程、公司規則及適用法，有權採取前述協議中既定的行動。

I do further certify that each of the following has been duly elected and is now legally holding the office set opposite his/her signature. 並且，本人證明以下各位人士經適當選舉，併合法擔任與其簽名對應的職務。

Signature of President

總裁簽名：

Signature of Vice-President

副總裁簽名：

Signature of Secretary

公司秘書簽名：

Signature of Treasurer

財務主管簽名：

In witness whereof, I have hereunto affixed my hand this by the following date 作為證人，本人於以下 日期親自填寫

Signature of Secretary

公司秘書簽名：

Print Name

姓名：

Date

日期：

Corporate Seal(Please affix corporate seal here)

公司印章 (請蓋公司印章於此處)

PERSONAL GUARANTEE 個人擔保

In consideration of the opening of a corporate account for _____, a corporation in the State

of _____, FXCM ASIA must have a personal guarantee in order to enter into Client Agreement with Client. For this account the undersigned agrees to jointly and severally guarantee personally the prompt, full and complete performance of any and all of the duties and obligations of this Client's account and the payment of any and all damages, costs and expenses, which may become recoverable by FXCM ASIA from Client.

在考慮為設在_____州的_____公司開立一公司賬戶時，福匯亞洲必須被提供一名個人擔保人，作為福匯亞洲與客戶簽定客戶協議的擔保。為此，在本擔保書簽名之各位人士同意對該客戶賬戶下任何及所有義務及責任的實時、全面履行及福匯亞洲可向客戶主張賠償的任何及所有損害、成本及費用提供連帶擔保。

This guarantee shall remain in full force and effect until the termination of Client Agreement, provided that the undersigned shall not be released from their obligations so long as the account and any obligations the account has with FXCM ASIA lasts. 本擔保在客戶協議終止前保持全面有效，並且，只要於福匯亞洲開立的賬戶及任何相關義務存在，在本擔保書簽名各位不得被免除義務。

Personal Guarantee Acknowledgment 個人擔保確認

This guarantee shall inure to the benefit of FXCM ASIA, its successors & assigns, and shall be binding on the undersigned and their heirs. 本擔保的受益方為福匯亞洲及其繼承人或受讓人，本擔保對以下簽名人士及其繼承人具有約束力。

In the event of any inconsistency between the English and Chinese version, the English version shall prevail.

中文譯本僅供參考，文義如與英文本有歧異，概以英文本為準。

This assigns 簽名:

as Guarantor, Individually

個人擔保人

Date

日期

as Guarantor, Individually

個人擔保人

Date

日期

as Guarantor, Individually

個人擔保人

Date

日期
