



For Individual Accounts, please complete pages 7-9  
For Corporate Accounts, please complete pages 7-11  
For Limited Liability Company (LLC) Accounts, please complete pages 7-9 & 12-13  
For Partnership Accounts, please complete pages 7-9 & 14-45  
For Trust Accounts, please complete pages 4-9 & 16  
For ALL Managed Accounts, please additionally complete page 17  
Along with a copy of identification and proof of address

**Fax Completed Application, Copy of Identification and Proof of Address to:  
(818) 728-0421**

**Or Mail to:**  
Global Futures Exchange & Trading Co., Inc.  
Attn: New Accounts Department  
16830 Ventura Blvd., Suite R  
Encino, CA 91436  
United States

If you have any questions, please give us a call at:

**(877) 367-3177 or (818) 728-0415**

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Account Name

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Account Executive

An introducing broker of



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## RISK DISCLOSURE STATEMENT

This brief statement does not disclose all of the risks and other significant aspects of spot foreign currency and options trading (collectively "Forex"). In light of the risks, you should undertake such transactions only if you ("Trader" or "Client") understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in Forex is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### Spot Forex Trading

#### 1. Effect of "Leverage" or "Gearing"

Forex Transactions carry a high degree of risk. The amount of Initial margin may be small relative to the value of the foreign currency so that transactions are "leveraged" or "geared". A relatively small market movement may have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### 2. Risk-reducing orders or strategies

The placing of certain orders (e.g., "stop-loss" orders, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

### Options

#### 3. Variable degree of risk

Transactions in foreign currency options carry a high degree of risk. Purchasers and sellers of foreign currency options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire depending on the nature and type of option purchased. The exercise of an option will always result in a cash settlement. In some instances, the purchaser may acquire a spot position with associated liabilities for margin (see the section on Spot Forex Trading above). If the purchased options expire worthless, you will suffer a total loss of your investment, which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. In some instances, the seller may acquire a spot position with associated liabilities for margin (see the section on Spot Forex Trading above). If the option is "covered" by the seller holding a corresponding position in the underlying currency or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### Additional Risks Common to Spot Forex Trading and Options

#### 4. Terms and conditions of Spot Forex Trading

You should ask the firm with which you deal about the terms and conditions of the specific foreign currency or options which you are trading and associated obligations and, in respect of options, expiration dates and restrictions on the time for exercise.

#### 5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g., liquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any foreign currency because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the foreign currency, and the underlying interest and the option may not exist. This can occur when, for example, the foreign currency underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

#### 6. Deposited cash and property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### 7. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### 8. Transactions in other jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

### 9. Currency risks

The profit or loss in transactions in foreign currency (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the foreign currency position to another currency.

### 10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary. Therefore, you should ask the firm with which you deal for details in this respect.

### 11. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

### 12. Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. Forex Capital Markets LLC functions as a direct counterparty to Traders in many currency transactions. Forex Capital Markets LLC neither offers the right to offset, nor guarantees a market in which to offset, transactions it effects as a counterparty. Therefore, it may be difficult or impossible to liquidate an existing position, to assess its value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

## NOTICE TO TRADERS

### This Agreement Is a Legal Contract, Please Read It Carefully.

This is a legal contract between **Forex Capital Markets, LLC**, (hereinafter referred to as **FXCM**) a limited liability corporation organized under the laws of the state of Delaware, its successors and assigns, and the party (or parties) executing this document.

In connection with opening an account to speculate and/or purchase and/or sell cash or spot foreign currency (hereinafter referred to as "Currency" or "Spot") through the OTC foreign exchange markets (hereinafter referred to as "OTCFX") with FXCM, Customer (hereinafter referred to as "Trader" or "Client") acknowledges that Trader has been advised and understands the following factors concerning trading in leveraged OTCFX, in addition to those contained in the Risk Disclosure Statement which has been provided to Trader. More specifically, the terms OTCFX and Spot as used herein shall mean the purchase or sale of a foreign currency in such amounts and under such conditions that the parties may negotiate.

1. There are no guarantees to the credit worthiness of the counterparty of your Spot position. Every attempt has been made to deal with reputable creditworthy banks/clearing houses. Also, there may be certain cases in which trading liquidity decreases causing trading in a certain currency to cease, thereby preventing the liquidation of an adverse position that may result in a substantial financial loss.

2. Trading in OTCFX is suitable only for those sophisticated institutions or participants financially able to withstand losses that may substantially exceed the value of margins or deposits. OTCFX accounts are not available through FXCM to non-sophisticated participants.

3. Trader acknowledges that the purchase or sale of a Currency always includes delivery to the extent that Trader's account shall be credited with each Spot transaction.

4. FXCM's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Trader's account and that Trader is obligated to immediately meet such margin requirements. Failure to meet requirements may result in the liquidation of any open positions with a resultant loss. FXCM also reserves the right to refuse to accept any order or guarantee a market in which to offset.

5. OTCFX business is not traded on an organized exchange and therefore does not require open-outcry. Even though quotations or prices are afforded by many computer-based component systems, the quotations and prices may vary due to market liquidity. Many electronic trading facilities are supported by computer-based component systems for the order-routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the bank and/or financial institution. Such limits may vary; you should ask the firm with which you deal for details in this respect.

6. Trading on an electronic trading system may differ not only from trading in the interbank market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Given the high leverage, fast moving nature of the OTCFX market, and the risks associated with electronic trading, any discrepancies on account statement must be reported to FXCM, in writing, within 24 hours of its occurrence.

#### Disclaimers:

##### a) Internet failures:

Since FXCM does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading on-line (via Internet).

##### b) Market risks and on-line trading:

Trading currencies involves substantial risk that is not suitable for everyone. See Trader Agreement for more detailed description of risks. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

c) Password protection:  
The Trader is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Trader will be liable to FXCM for trades executed by means of the Trader's password even if such use may be wrongful.

d) Quoting and Execution Errors:  
Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair market prices, an erroneous price quote from a Trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, FXCM will not be liable for the resulting errors in account balances. In addition, orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary margin requirements. The execution or orders placed too close to prices, which would trigger other orders (regardless of order type) or a margin call, cannot be guaranteed. FXCM will not be liable for the resulting margin call, resulting balance, and/or positions in the account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, FXCM reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors will be resolved by FXCM in its sole and absolute discretion. Trader agrees to indemnify and hold FXCM harmless from all damages or liability as a result of the foregoing.

7. In OTCFX, firms are not restricted to effect exchange transactions. The firm with which you deal, such as FXCM, may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

8. In the event that Trader grants trading authority or control over Trader's account to a third party (Trading Agent), whether on a discretionary or non-discretionary basis, FXCM shall in no way be responsible for reviewing Trader's choice of such Trading Agent or for making any recommendations with respect thereto. FXCM makes no representations or warranties concerning any Trading Agent; FXCM shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent; and FXCM does not, by implication or otherwise endorse or approve of the operating methods of the Trading Agent. If Trader gives the Trading Agent authority to exercise any of its rights over its account, Trader does so at his own risk.

9. FXCM does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Trader may have received or may receive in the future from Referring Agent (see section Referral Disclosure below) or from any other person not employed by FXCM regarding Forex trading or the risks involved in such trading. If Referring Agent or any other third party provides Trader with information or advice regarding Forex trading, FXCM shall in no way be responsible for any loss to Trader resulting from Trader's use of such information or advice. Trader understands that Referring Agent and many third party vendors of trading systems, courses, programs, research or recommendations may or may not be regulated by a government agency.

10. Options on foreign currency involve substantial risks and are not suitable for all investors. You should carefully consider whether such trading is appropriate for you in light of your investment experience, objectives, financial resources, tolerance of risk and other relevant circumstances. This brief statement highlights the major risks involved, but does not disclose all of the risks and other significant aspects of trading in these options.

The risks inherent in a foreign currency option transaction will depend on whether you are the purchaser or seller of the option and the style of the option.

Where you or a third party purchase an option on your behalf, you may suffer a total loss of premium (plus transaction costs) if that option expires worthless. This risk reflects the nature of a long foreign currency option or an asset that tends to decline in value over time. The price of the underlying currency must either rise above the strike price, or fall below the strike price, as the case may be, by an amount in excess of the sum of the premium and all other costs incurred in entering into and exercising the option for you to realize a profit on the transaction.

Where you or a third party sell (write) an option on your behalf, the risks are greater. Where you have sold options with a higher face value than options you have bought, the risks can be greater than those associated with the actual currency transaction. If the written option is "covered" by a corresponding physical currency, the risk of loss may be reduced. If the written option is not covered, you will be exposed to full price risk on the currency option; consequently, the risk of loss can be unlimited.

An American-style option may be exercised at any time (i.e. on any business day) during the specified exercise period prior to the expiration. If you sell an American-style option to FXCM, the option may be exercised at FXCM's discretion, thus you cannot be sure of your position resulting from the option until the expiry date. A European-style option may be exercised only on the specified exercise date. An Asian-style option is a variant of the European-style option. Otherwise known as an "average price" option, in an Asian-style option the reference price in relation to the underlying foreign currency is derived from an agreed upon calculation, which, by way of example, may be based upon an average of an underlying currency's market price at predetermined dates occurring during a specified averaging period, with the exercise date occurring at the end of such averaging period. Exotic options are not exercisable and purchaser will only receive a fixed payout when and if certain criteria are met. Maximum profits and losses are fixed at the time of purchase.

In addition to the above risks, fluctuations in the foreign exchange rates of the currencies underlying options may result in dramatic and volatile price movements of the options. In a rapidly changing or illiquid market, you may not be able to sell or cover your position at a desired price. The movement of foreign exchange rates of the currencies that underlie options cannot be predicted and profits, or the return of your initial investment, cannot be guaranteed. You must also realize that the limited risk in buying options means you could lose the entire option investment should the option expire worthless.

## REFERRAL DISCLOSURE

FXCM AND REFERRING AGENT ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER. THE AGREEMENT BETWEEN FXCM AND REFERRING AGENT DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP AND REFERRING AGENT IS NOT AN AGENT OR EMPLOYEE OF FXCM.

1. FXCM does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Referring Agent or from any other person not employed by FXCM regarding foreign currency or exchange ("Forex") trading or the risks involved in such trading.

2. FXCM provides risk disclosure information to all new Clients when they open accounts. Client should read that information carefully, and should not rely on any information to the contrary from any other source.

3. Client acknowledges that no promises have been made by FXCM or any individual associated with FXCM regarding future profits or losses in Client's account. Client understands that Forex trading is very risky, and that many people lose money trading.

4. If Referring Agent or any other third party provides Client with information or advice regarding Forex trading, FXCM shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice.

5. To the extent Client has previously been led to believe or believes that utilizing any third party trading system, course, program, research or recommendations provided by Referring Agent or any other third party will result in trading profits, Client hereby acknowledges, agrees and understands that all Forex trading, including trading done pursuant to a system, course, program, research or recommendations of Referring Agent or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Referring Agent or another third party will not necessarily result in profits, avoid losses or limit losses.

6. Client understands that Referring Agent and many third party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.

7. Because the risk factor is high in foreign currency transactions trading, only genuine "risk" funds should be used in such trading. If Client does not have the extra capital the Client can afford to lose, Client should not trade in the foreign currency markets.

8. Client understands and acknowledges that FXCM may compensate Referring Agent for introducing Client to FXCM and that such compensation may be on a per-trade basis or other basis. Such compensation to the Referring Agent may require the Customer to incur a mark-up, above and beyond the ordinary spread generally provided by FXCM. Further, the Client has a right to be informed of the precise nature of such remuneration.

9. Client understands and agrees that if Client's account with FXCM is introduced by Referring Agent that Referring Agent shall have the right to access Client's FXCM account, but the Referring Agent shall not have the right to enter into any trades on Client's FXCM account unless authorized by Client under a power of attorney between Client and Referring Agent granting such Referring Agent the right to trade on Client's account.

10. FXCM does not endorse or vouch for the services provided by the Referring Agent. Since Referring Agent is not an employee or agent of FXCM, it is the account holder's responsibility to perform necessary due diligence on the Referring Agent prior to using any of their services.

Should you have any questions regarding the risks of trading in foreign currency, please contact your account representative.

## TRADER AGREEMENT

In consideration of FXCM agreeing to carry one or more accounts of the undersigned ("Trader" or "Client") and providing services to Trader in connection with the purchase and sale of cash currencies (including financial instruments) and any similar instruments (collectively referred to as "OTCFX"), which may be purchased or sold by or through FXCM for Trader's account(s), Trader agrees as follows:

1. **AUTHORIZATION TO TRADE.** FXCM is authorized to purchase and sell OTCFX for Trader's account(s) with a counter party bank or sophisticated institutions or participants in accordance with Trader's oral or written or computer instructions. Unless instructed by Trader to the contrary in writing, FXCM is authorized to execute all orders with such banking institutions, counter party, bank, or sophisticated institutional participants as FXCM deems appropriate. FXCM shall be entitled to rely upon any oral or written communication or instructions received from Trader, including Trader's officers, partners, principals or employees, so long as FXCM does not have actual knowledge of the lack of authority of any such person ("Authorized Persons"). Trader agrees that such Authorized Persons are authorized on its behalf to furnish FXCM all data, information, instructions and authorizations required by FXCM to perform its services under this Agreement.

Trader authorizes FXCM to rely and act upon any instruction, authorization, data or information, which appear to be given by an Authorized Person to FXCM by any means, including instructions transmitted by electronic means or otherwise, and the production of a facsimile of a document purporting to bear the authorization of Trader. Trader therefore agrees that: (i) FXCM is authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by the Authorized Persons; (ii) Nothing in this section and no verification or attempted verification of any instruction or signatures at any time made by FXCM will obligate FXCM to verify the validity of the instructions or the signatures in any particular case; and (iii) Trader will bear the risk of all unauthorized instructions, by any of its representatives, employees, or agents, and where FXCM has acted in good faith and without negligence, Trader will indemnify FXCM against and save FXCM harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that FXCM may suffer or incur or that may be brought against FXCM, in any way relating to or arising out of FXCM acting upon, delaying in acting upon or refusing to act upon any instruction or information provided to FXCM by Trader, including improper, unauthorized or fraudulent instructions given by any of Trader's employees, agents or representatives, even if such instructions were not in fact made with Trader's authority.

2. **GOVERNMENTAL, COUNTERPARTY INSTITUTION AND INTERBANKING SYSTEM RULES.** All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other interbank market (and its clearing organization, if any) where executed and to all applicable Federal and State laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted which shall be binding upon FXCM and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable

provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Trader acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Trader shall not thereby be given any independent legal or contractual rights with respect to such requirements.

**3. MARGINS AND DEPOSIT REQUIREMENTS.** Trader shall provide to and maintain with FXCM margin in such amounts and in such forms as FXCM, in its sole discretion, may require. Trader is aware and acknowledges that the requirements for margin vary, and may be changed from time to time, at FXCM's sole discretion, based upon account size, volume traded, and market conditions. Such margin requirements may be greater or less than margins required by a counterparty bank. FXCM may change margin requirements at any time. Trader agrees to deposit by immediate wire transfer such additional margin when and as required by FXCM and will promptly meet all margin calls in such mode of transmission as FXCM in its sole discretion designates. FXCM may at any time proceed to liquidate Trader's account in accordance with paragraph 7 below and any failure by FXCM to enforce its rights hereunder shall not be deemed a waiver by FXCM to enforce its rights thereafter. No previous margin requirement by FXCM shall preclude FXCM from increasing that requirement without prior notice. FXCM retains the right to limit the amount and/or total number of open positions that Trader may acquire or maintain at FXCM. FXCM will attempt to execute all orders, which it may, in its sole discretion, choose to accept in accordance with the oral, written, or computer instructions of Trader's. FXCM reserves the right to refuse to accept any order or guarantee a market in which to offset. FXCM shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of FXCM including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

**4. Privacy Policy.** When you apply for or maintain a live or demo account with FXCM, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. The personal information we collect is only accessible to FXCM and its affiliates and is not disclosed to any nonaffiliated third parties. Such information includes: (i) Information you provide to us on applications and other forms, such as your name, address, birth date, social security number, occupation, assets, and income; (ii) Information about your transactions with us and with our affiliates; and (iii) Information you provide to us to verify your identity, such as a passport, or received from other entities not affiliated with FXCM.

**a. Cookies.** Cookies are small files containing information that a Web site uses to track its visitors. FXCM may set and access FXCM cookies on your computer, enabling us to learn which advertisements and promotions bring users to our website. FXCM or any of its divisions may use cookies in connection with FXCM's products and services and to track your activities on our websites. Such information that we collect and share would be anonymous and not personally identifiable.

**b. Security Technology.** FXCM uses Secure Socket Layer (SSL) encryption technology in order to protect certain information that you submit. This type of technology protects you from having your information intercepted by anyone other than FXCM while it is being transmitted to us. We work hard to ensure that our websites are secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (e.g., passwords and personal identification numbers) and access control mechanisms to control unauthorized access to systems and data.

**c. Sharing Information With Our Affiliates.** We may share personal information described above with our affiliates for business purposes, such as servicing customer accounts and informing customers about new products and services, and as permitted by applicable law. Our affiliates are companies controlled or owned by us, as well as third party companies that refer customers to FXCM. The information we share with affiliates for marketing purposes may include information described above, such as name, address and account information.

**d. Regulatory Disclosure.** Pursuant to CFTC and applicable regulation, we may disclose personal information with regulatory authorities or as required by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used at the time you disclose it to us or we obtain your permission to do so.

**5. SETTLEMENT DATE AND ROLLOVERS.** All Spot currency positions will be posted to Trader's account in U.S. Dollars or other mutually agreed upon currency on the trade date and settled within 48 hours. The resulting position will automatically rollover for an additional 48 hour period unless (i) Trader gives satisfactory instructions for further delivery of the foreign currency subject to FXCM's usual and customary charges and re-delivery fees; or (ii) a customer enters an order which is accepted by FXCM in its sole discretion to offset the Spot currency position. Trader, by noon of the business day before the settlement date of the Spot currency position, shall provide FXCM with acceptable re-delivery or offset instructions. In the absence of timely and adequate instructions from Trader, FXCM is authorized, at FXCM's absolute discretion, to rollover the Currency positions in the OTCFX account(s) for Trader's Account(s) and at Trader's risk. A position may be credited or debited interest charges until the position is closed.

**6. COLLATERAL AND LENDING AGREEMENT.** All funds, currencies, and other property of Trader which FXCM or its affiliates may at any time be carrying for Trader (either individually, jointly with another, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by FXCM as security and subject to a general lien and right of set-off for liabilities of Trader to FXCM whether or not FXCM has made advances in connection with such funds, currencies or other property, and irrespective of the number of accounts Trader may have with FXCM. FXCM may in its discretion, at any time and from time to time, without notice to Trader, apply and/or transfer any or all funds, currencies or other property of Trader between any of Trader's accounts. Trader hereby also grants to FXCM the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Traders, to itself as broker or to others, any securities or other property of Trader held by FXCM as margin or security. FXCM shall at no time be required to deliver to Trader the identical property delivered to or purchased by FXCM for any account of Trader. The purpose of the Lending Agreement is to allow FXCM to use the currencies, property, depository receipts as collateral.

**7. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES.** In the event of (a) the death or judicial declaration of incompetence of Trader; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or

similar proceeding by or against Trader; (c) the filing of an attachment against any of Trader's accounts carried by FXCM, (d) insufficient margin, or FXCM's determination that any collateral deposited to protect one or more accounts of Trader is inadequate, regardless of current market quotations, to secure the account; (e) Trader's failure to provide FXCM any information requested pursuant to this agreement; or (f) any other circumstances or developments that FXCM deems appropriate for its protection, and in FXCM's sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Trader may have to FXCM, either directly or by way of guaranty of suretyship, out of any of Trader's funds or property in its custody or control; (2) sell any or purchase any or all Spot currency positions held or carried for Trader; and (3) cancel any or all outstanding orders, or any other commitments made on behalf of Trader. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Trader, Trader's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Trader's or held jointly with others. In liquidation of Trader's long or short positions, FXCM may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in FXCM's sole judgment may be advisable to protect or reduce existing positions in Trader's account. Any sales or purchases hereunder may be made according to FXCM's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and FXCM may purchase the whole or any part thereof free from any right of redemption. Trader shall at all times be liable for the payment of any deficit balance of Trader upon demand by FXCM and in all cases, Trader shall be liable for any deficiency remaining in Trader's account(s) in the event of the liquidation thereof in whole or in part by FXCM or by Trader. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Trader due to FXCM, trader shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at FXCM's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event FXCM incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Trader, Trader agrees to pay such expenses.

**8. SETTLEMENT DATE OFFSET INSTRUCTIONS.** FXCM in its sole and absolute direction may accept or reject orders to offset current Spot currency positions of Trader. FXCM reserves the right to refuse to accept any order or guarantee a market in which to offset. Offset arrangements on Spot currency positions arriving at settlement date must be negotiated and accepted by FXCM at least one (1) business day prior to the settlement date or rollover.

**9. CHARGES.** Trader shall pay such brokerage, commission and special service and all other charges (including, without limitation, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of FXCM providing services hereunder. FXCM may change its commission, charges, and/or fees without notice. Trader agrees to be liable to FXCM for interest on amounts due from Trader to FXCM at an interest rate equal to three (3) percentage points above the then prevailing prime rate at FXCM principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Trader as they are incurred, or as FXCM in its sole and absolute discretion, may determine, and Trader hereby authorizes FXCM to withdraw the amount of any such charges from Trader's account(s). Trader agrees to pay a transfer fee, to be designated by FXCM in the event Trader instructs FXCM to transfer open positions, moneys, and/or property of Trader's account to another institution. FXCM and Trader agree and confirm that all prices quoted to Trader are not inclusive of markups and markdowns.

**10. STATEMENTS AND CONFIRMATION.** Reports of the confirmation of orders and statements of accounts for Trader shall be deemed correct and shall be conclusive and binding upon Trader if not objected to immediately upon receipt and confirmed in writing within (1) day after transmittal to Trader by posting on the Internet, or otherwise. Margin calls shall be conclusive and binding unless objected to immediately in writing. In lieu of sending trade confirmation via postal mail, FXCM will provide Trader Internet access to view his account at any time with an online login. Written objections on Trader's part shall be directed to FXCM at its home office located at the most recent address as indicated on the FXCM website, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by FXCM or FXCM's agents prior to Trader's receipt of said reports. Trader's failure to receive a trade confirmation shall not relieve Trader of the obligation to object as set out herein. Once an order or trade has been placed, and confirmation has been delivered, it is the sole responsibility of Trader to keep track of the account's orders and positions.

**11. COMMUNICATIONS.** Reports, statements, notices and any other communications may be transmitted to Trader via the email address on Trader's application, FXCM Trading Station Platform, or to such other email address as Trader may from time to time designate in writing to FXCM. All communications so sent, whether by mail, email, telegraph messenger or otherwise, shall be deemed transmitted by FXCM when electronically submitted or deposited in the United States mail, or when received by a transmitting agent, and deemed delivered to Trader personally, whether actually received by Trader or not.

**12. FXCM RESPONSIBILITIES.** FXCM will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond FXCM's control or anticipation. FXCM shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of FXCM. FXCM shall not be liable for losses arising from the default of any agent or any other party used by FXCM under this agreement.

**13. CURRENCY FLUCTUATION RISK.** If Trader directs FXCM to enter into any currency transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Trader's account and risk; (b) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as FXCM may in its sole discretion require; and (c) FXCM is authorized to convert funds in Trader's account for margin into and from such foreign currency at a rate of exchange determined by FXCM in its sole discretion on the basis of the then prevailing money market rates.

**14. RISK ACKNOWLEDGMENT.** Trader acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit. Trader understands that because of the low margin normally required in OTCFX trading, price changes in OTCFX may result in significant losses that may substantially exceed Trader's investment and margin deposit. Trader warrants that Trader is willing and able, financially and otherwise, to assume the risk of

OTCFX trading, and in consideration of FXCM's carrying his/her account(s), Trader agrees not to hold FXCM responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Trader recognizes that guarantees of profit or freedom from loss are impossible of performance in OTCFX trading. Trader acknowledges that Trader has received no such guarantees from FXCM or from any of its representatives or any introducing agent or other entity with whom Trader is conducting his/her FXCM account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

15. **TRADING RECOMMENDATIONS.** (a) Trader acknowledges that (i) any market recommendations and information communicated to Trader by FXCM or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any OTCFX position, (ii) such recommendation and information, although based upon information obtained from sources believed by FXCM to be reliable, may be based solely on an opinion and that such information may be incomplete and may be unverified, and (iii) FXCM makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Trader. Trader acknowledges that FXCM and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Trader, and that the market position of FXCM or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Trader by FXCM. Trader acknowledges that FXCM makes no representations concerning the tax implications or treatment of trading Forex; and, (b) Trader further acknowledges that should Trader grant trading authority or control over Trader's account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, FXCM shall in no way be responsible for reviewing Trader's choice of such Trading Agent nor making any recommendations with respect thereto. Trader understands that FXCM makes no warranties nor representations concerning the Trading Agent, that FXCM shall not be responsible for any loss to Trader occasioned by the actions of the Trading Agent and that FXCM does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Trader gives Trading Agent authority to exercise any of its rights over Trader's account(s), Trader understands that Trader does so at Trader's own risk.

16. **TRADER REPRESENTATIONS AND WARRANTIES.** Trader represents and warrants that: (a) Trader is of sound mind, legal age and legal competence; and, (b) No person other than Trader has or will have an interest in Trader's account(s); and, (c) Trader hereby warrants that regardless of any subsequent determination to the contrary, Trader is suitable to trade OTCFX; and (d) Trader is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by FXCM, and in the event that Trader becomes so employed, Trader will promptly notify FXCM at its home office in writing of such employment; and, (e) All the information provided in the information portion of this Agreement is true, correct and complete as of the date hereof and Trader will notify FXCM promptly of any changes in such information; and (f) Trader will not enter into any Trade for the purposes of arbitrage, scalping or to exploit any temporal and/or minor inaccuracy in any exchange rate.

17. **DISCLOSURE OF FINANCIAL INFORMATION.** The Trader represents and warrants that the financial information disclosed to FXCM in this document is an accurate representation of the Trader's current financial condition. The Trader represents and warrants that in determining the Trader's Net Worth, Assets and Liabilities were carefully calculated then Liabilities were subtracted from Assets to determine the value that the Trader has included in the financial information as Net Worth. The Trader represents and warrants that in determining the value of Assets, the Trader included cash and/or cash equivalents, U.S. Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. The Trader represents and warrants that in determining the value of Liabilities, the Trader included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. The Trader represents and warrants that in determining the Trader's Liquid Assets the Trader included only those Assets that can be quickly (within one day's time) converted to Cash. The Trader represents and warrants that the Trader has very carefully considered the portion of the Trader's assets which the Trader considers to be Risk Capital. The Trader recognizes that Risk Capital is the amount of money the Trader is willing to put at risk and if lost would not, in any way, change the Trader's lifestyle. The Trader agrees to immediately inform FXCM if the Trader's financial condition changes in such a way to reduce the Trader's Net Worth, Liquid Assets and/or Risk Capital.

18. **NO GUARANTEES.** Trader acknowledges that Trader has no separate agreement with Trader's broker or any FXCM employee or agent regarding the trading in Trader's FXCM account, including any agreement to guarantee profits or limit losses in Trader's account. Trader understands that Trader is under an obligation to notify FXCM's Compliance Officer immediately in writing as to any agreement of this type. Further, Trader understands that any representations made by anyone concerning Trader's account that differ from any statements Trader receives from FXCM must be brought to the attention of FXCM's Compliance Officer immediately in writing. Trader understands that Trader must authorize every transaction prior to its execution unless Trader has delegated discretion to another party by signing FXCM's limited power of attorney (LPOA), and any disputed transactions must be brought to the attention of FXCM's Compliance Officer pursuant to the notice requirements of this Trader Agreement. Trader agrees to indemnify and hold FXCM harmless from all damages or liability resulting from Trader's failure to immediately notify FXCM's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to FXCM at its home office.

19. **CREDIT.** Trader authorizes FXCM or agents acting on behalf of FXCM to investigate Trader's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as FXCM shall deem appropriate to verify information regarding Trader. Trader further authorizes FXCM to investigate Trader's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, and compliance data centers as FXCM shall deem appropriate. Upon reasonable request made in writing by Trader to FXCM, Trader shall be allowed to review any records maintained by FXCM relating to Trader's credit standing. Trader shall also be allowed, at Trader's sole cost and expense, to copy such records.

20. **JOINT ACCOUNTS.** (a) If this account is held by more than one (1) person, all of the joint holders are jointly and severally liable to FXCM for any and all obligations arising out of transactions in the account and agree to be bound by all terms and conditions of this Agreement signed by each party. FXCM is authorized to accept instructions and to send confirmations to any one of the joint owners, and the Client hereby further appoints any and all of said joint owners as Client's agent for receipt of confirmations and hereby waives any right to receive confirmations otherwise. Any one or more of the joint owners shall have full authority for the account and risk in the name of the joint account.

(b) If this account is a joint account, in the event of the death of any of the Client's, the survivor(s) shall immediately give FXCM written notice thereof, and FXCM, before or after receiving such notice, may take such action, institute such proceedings, require such papers, retain such portion of the account, and restrict transactions in the account as FXCM may deem advisable to protect FXCM against any tax, liability, penalty, or loss under any present or future laws or otherwise. The estate(s) of any of the Clients who shall have died shall be liable, and the survivor(s) shall continue to be liable, to FXCM for any debit balance or loss in the account in any way resulting from the completion of transactions initiated prior to the receipt by FXCM of the written notice of the death of the decedent, or incurred in the liquidation of the account, or the adjustment of the interests of the respective parties.

(c) If this account is held by tenants in common, then, in the event that the account is closed or upon receipt of a certified document evidencing death or legal incapacity of any tenant, the account shall be divided in equal shares unless FXCM is otherwise notified, in writing, signed by all joint owners of the amounts to be distributed to the individual joint owners.

(d) If this account is held by the parties as joint tenants with rights of survivorship, then, upon receipt of a certified document evidencing death or legal incapacity of one of the parties, the remaining party or parties shall continue this account in their name as sole or joint owners with all the terms and conditions of said account continuing in full force and effect.

21. **NO WAIVER OR AMENDMENT.** No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both Trader and an authorized officer of FXCM. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by FXCM or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

22. **GOVERNING LAW AND JURISDICTION.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of the State of New York, where FXCM's principal order execution facilities are located.

23. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Trader at any time opened or reopened with FXCM irrespective of any change or changes at any time in the personnel of FXCM or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of FXCM and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Trader and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Trader. Trader hereby ratifies all transactions with FXCM affected prior to the date of this Agreement, and agrees that the rights and obligations of Trader in respect thereto shall be governed by the terms of this Agreement.

24. **TERMINATION.** This Agreement shall continue in effect until termination, and may be terminated by Trader at any time when Trader has no open Spot currency position(s) and no liabilities held by or owed to FXCM upon the actual receipt by FXCM at its home office of written notice of termination, or at any time whatsoever by FXCM upon the transmittal of written notice of termination to Trader; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Trader of any obligations arising out of any deficit balance.

25. **ACCOUNT TRANSFER AND ASSIGNMENT.** Trader authorizes FXCM to transfer and assign Trader's account and this Agreement to another futures commission merchant or an affiliate thereof or any other legal entity. Trader may not transfer or assign this Agreement without FXCM's prior written consent.

26. **INDEMNIFICATION.** Trader agrees to indemnify and hold FXCM, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by FXCM arising out of Trader's failure to fully and timely perform Trader's agreements herein or should any of the representations and warranties fail to be true and correct. Trader also agrees to pay promptly to FXCM all damages, costs and expenses, including attorney's fees, incurred by FXCM in the enforcement of any of the provisions of this Agreement and any other agreements between FXCM and Trader. Furthermore, FXCM shall NOT be held liable and is released from all claims and losses incurred in such regard if (and to the extent that) the claim or loss was caused or contributed to by (a) Trader's Conduct: The actions or omission to act on the part of Trader or Authorized Persons, including Trader or Authorized Persons action or omission to act on information provided by FXCM to Trader; (b) Forged Signature: Forged or unauthorized signatures on any document in connection with the Trader's account or this Agreement; (c) Malfunctions: System malfunction, equipment failure (whether Trader's or FXCM's equipment), system interruption or system unavailability; (d) Delay: Delays, failure or errors in implementing any instruction; and (e) Information: Inaccurate or incomplete instructions received by FXCM from Trader.

27. **CROSS TRADE CONSENT.** The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with FXCM, or FXCM itself, may be the opposing principal or broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations of the Commodity Futures Trading Commission, National Futures Association, United States Federal Reserve or other regulatory agency.

28. **TERMS AND HEADINGS.** The term "FXCM" shall be deemed to include FXCM, its divisions, its successors and assigns; the term "home office" is Forex Capital Markets, LLC, Financial Square, 32 Old Slip, 10<sup>th</sup> Floor, New York, NY 10005 USA; the term "Trader" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Trader in connection with the maintenance of Trader's account with FXCM regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

29. **ACCEPTANCE.** This Agreement shall not be deemed to be accepted by FXCM nor become a binding contract between Trader and FXCM until approved by FXCM home office.

30. **CONSENT TO JURISDICTION AND VENUE.** Trader, in order to induce FXCM to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, hereby agrees to the following: (a) Any judicial, administrative action or proceeding, including but not limited to, arbitration conducted by a self-regulatory or other private organization (as provided for in the section "Arbitration Agreement" below) arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Trader or FXCM, shall be held, at the sole discretion of FXCM within New York County, State of New York exclusively. Trader consents and submits to, and waives any and all objections Trader may have to such venue, and further agrees to waive and forego any right Trader may have to transfer or change the venue of any action or proceeding encompassed hereby; and, (b) Trader consents and submits to the jurisdiction of any local, state or federal court located within New York County, State of New York in any action or proceeding arising directly or indirectly hereunder or in connection with the transaction hereby, whether brought by Trader or FXCM.

31. RECORDINGS. Trader agrees and acknowledges that all conversations regarding Trader's account(s) between Trader and FXCM personnel may be electronically recorded with or without the use of an automatic tone-warning device. Trader further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Trader or FXCM. Trader understands that FXCM destroys such recordings at regular intervals in accordance with FXCM's established business procedures and Trader hereby consents to such destruction.

32. MODIFICATIONS TO THE AGREEMENT. FXCM reserves the right to change the terms and conditions of this Agreement from time to time, and at any time, with or without notice to Trader, by posting such changes on the [www.fxcm.com](http://www.fxcm.com) website. Trader is responsible for regularly reviewing these terms and conditions for any modifications and agrees to be bound by same.

33. ERISA PENSION PLAN PROVISION. Where Customer is a plan covered by ERISA (as defined below), Customer acknowledges and understands that FXCM is only providing services hereunder and is not a plan fiduciary as defined in section 3(21) of the Employee Retirement Security Act of 1974 ("ERISA"), and any rules or regulations promulgated there under. FXCM has no discretionary authority or control with respect to Customer's purchase or sale of foreign currency and that the furnishing of market recommendations and information by FXCM is solely for Customer's convenience and does not constitute the exercise of such authority or control; and there is no agreement, arrangement, or understanding between Customer and FXCM that FXCM's recommendations will serve as the primary basis for investment decisions with respect to the assets of Customer or that FXCM will render individualized investment advice to Customer based on the particular needs of Customer. Customer further represents that it has full power and authority pursuant to governing agreements and otherwise to enter into this agreement and to engage in transactions in foreign currency of the kind contemplated herein.

## FX AGREEMENT

- All client accounts are a sub-account of one major FXCM account.
- All client accounts will have trades executed via FXCM accounts and trading lines.
- All client accounts will have margin requirements established by the FXCM dealing desk.
- The automated FXCM trading system will distribute profits and losses accordingly to all client accounts.
- FXCM may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements.
- It is the client's responsibility to find out all necessary information about FXCM and ensure that all arrangements are discussed and clearly understood prior to any trading activity.
- It is the client's responsibility to find out all necessary information about a Trading Agent prior to any trading activity, if the account is to be traded by someone other than himself.
- All clients should be aware that guaranteeing any return is illegal. In addition, FXCM is not responsible for any claims or assurances made by FXCM, its employees and/or associates.
- Certified or Cashier's Checks made payable to **Forex Capital Markets**.
- **Mailing Address:** Please see Website for address information.
- **Wire Transfers:** Please see Website for wire instructions.

*Please reference your name on all checks, wire transfers, and correspondence.*

## LENDING AGREEMENT

By signing this Agreement, Trader authorizes FXCM and its affiliates to use all funds, securities, currencies and other property of Trader as specified in Paragraph 6 of the Trader Agreement.

## HIGH RISK INVESTMENT

In addition to standard industry disclosures contained in this Agreement, you should be aware that margined currency trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated individuals and institutions. An account with FXCM permits you to trade foreign currencies on a highly leveraged basis (up to approximately 100 times your account equity or as otherwise permitted by applicable regulation). An initial deposit of \$1,000 may enable the trader to take a maximum position with \$100,000 notional market value. The funds in an account trading at maximum leverage can be completely lost, if the position(s) held in the account has a two percent swing in value. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial well being.

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature. You must realize that you could sustain a total loss of all funds you deposit with your broker as initial margin as well as substantial amounts of capital, when trading currencies or currency options, should the market go against your investment. You must also realize that the limited risk in buying options means you could lose the entire option investment should the option expire worthless. If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of currency and currency options investments, and your obligations to others will not be neglected should you suffer investment losses.

## SOCIAL SECURITY OR TAX ID CERTIFICATION & BACKUP WITHHOLDING STATEMENT

Under penalties of perjury, I certify (1) the number shown on this agreement is the correct Social Security or Taxpayer Identification number and (2) the ownership, or beneficiary, of this account is not subject to backup withholding under Section #3406 (a)(1)(C) of the Internal Revenue Code.

## EMAIL ACKNOWLEDGMENT

Client acknowledges that it is Client's obligation to immediately notify FXCM if there is a change in Client's electronic mail address, or other location to which the electronic records may be provided.

## ADDRESS ACKNOWLEDGMENT

Client acknowledges that it is Client's obligation to notify FXCM of the address or other location to which paper records may be provided, if necessary.

## AUTHORIZATION TO TRANSFER FUNDS

Trader agrees hereby that FXCM may at any time, in the judgment of FXCM and its associates, apply and transfer from Trader's account to any of Trader's other accounts held with FXCM or an affiliate of FXCM or other approved financial institution or its associates any of the moneys, currencies or other property of Trader held either individually or jointly with others to another regulated account of the same said Trader.

## CONSENT TO ELECTRONIC TRANSMISSION OF CONFIRMATIONS & ACCOUNT STATEMENTS

Client hereby consents to have Client's account information and trade confirmations available on the Internet in lieu of having such information delivered to Client via mail or email. Client will be able to access account information via the FXCM website using Client's account login information to access the account. FXCM will post all of Client's account activity and Client will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no more than twenty-four hours after any activity takes place on Client's account. Posting of account information on Client's online account will be deemed delivery of confirmation and account statements. At all times, account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as current open or pending positions. Client may revoke this consent at any time upon written notice to FXCM.

## ARBITRATION AGREEMENT

Any controversy between Trader and FXCM, arising out of or relating to Trader's account shall be, except as provided below, resolved by arbitration in accordance with Part 180 of the Commodity Exchange Act as amended. Any award rendered in such arbitration shall be final and binding on and enforceable in accordance with the laws of any court having jurisdiction.

At such time that Trader notifies FXCM that s/he intends to submit a claim to arbitration or at such time that FXCM notifies Trader of its intent to submit a claim to arbitration, Trader will have the opportunity to elect a qualified forum for conducting the proceeding. Within ten (10) business days of notice by either party of intent to file a claim, FXCM will provide Trader with a list of organizations whose procedures qualify them to conduct arbitration in accordance with Part 180 of the Commodity Exchange Act together with the rules of each forum listed. Failure to select an organization gives FXCM the right to select an organization.

FXCM will pay any incremental fees, which may be assessed by a qualified forum for provision of a mixed panel, unless the arbitrators determine that the Trader has acted in bad faith in initiating or conducting that proceeding.

Three forums exist for the resolution of Forex disputes: Civil Court litigation, reparations at the Commodity Futures Trading Commission (CFTC), and arbitration conducted by a self-regulatory or other private organization. The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each customer individually examine the relative merits of arbitration and that you consent to the arbitration agreement by voluntary.

By signing this arbitration agreement, you (1) may be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims that you or FXCM may submit to arbitration under this arbitration agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparations proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute, which may be arbitrated pursuant to this Agreement. In the event a dispute arises, you will be notified if FXCM intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved and if you prefer to request a Section 14 "Reparations" proceeding before the CFTC, you have 45 days from the date of such notice in which to make that election.

Traders who do not elect to be bound by arbitration are not precluded from opening an account with FXCM. See 17 CFR 180.1-180.5.

## 风险披露声明

本项简要声明并不披露关于现汇与期权交易(集体称为“外汇”)的所有风险及其他重要方面。鉴于有关风险,您在开始进行此类交易之前,应该了解有关交易性质和您所面临的风险程度。外汇交易并不适于普罗大众。您必须根据您的经验、目的、财力和其他相关情形仔细考虑这类交易是否适合于您自己。

### 现货外汇交易

#### 1.“杠杆”效应

外汇交易带有很高的风险。相对于外币的价值而言,初始保证金的金额可能比较小的,这样交易就被杠杆化了。即使市场上出现比较小的变动也会对您已经或将要存入的资金产生相对大的影响:这对您也许有利也许不利。您可能会为了保持您的头寸而在您存入本人公司的初始保证金及任何追加资金上承受损失。如果市场变动对您不利或者保证金水平提高了,您可能接到电话要您在短时间内支付相当数量的追加资金以便维持您的头寸。如果您不能在规定的时间内遵从追加资金的要求,您的头寸可能会在亏损的情况下被清盘,而您将必须对由此造成的亏空额负责。

#### 2. 降低风险的指令或策略

下达某些旨在将损失控制在特定金额的指令(例如当地法律许可的“停止损失”指令,或者“停止限制”)有可能并不见效,因为市场情形也许致使上述指令难以执行。一些使用头寸合并的策略也许与单独做“多头”或“空头”存在相同的风险。

### 期权

#### 3. 变动的风险程度

外汇期权交易带有高度风险。外汇期权的购买者与出售者均必须了解他们有意买卖的期权类别(例如,卖出或买入期权)以及相应的风险。您必须根据期权费用和所有交易成本来计算,当期权的价值增加到何种程度您的头寸才能变得有利可图。

期权的购买者可以根据买下期权的性质和类型进行对冲或行使期权,或者让期权过期。行使期权会带来现金交割。在某些情况下,购买者可能需要购入一项现货头寸以及相应的保证金义务(参阅上述现货外汇交易部分)。如果购买的头寸过期,您遭受的损失将是您的投资,包括期权价格外加交易成本。如果您考虑买入较深的价外期权,您必须明白这类期权变得有利可图的机会通常是很小的。出售(“沽出”或“授予”)期权的风险一般比买入期权更大。尽管出售者收取的期权费是固定的,他仍可能承受远远超出期权费金额的损失。如果市场变动对他不利,他有义务增加保证金来维持他的头寸。出售者还将面临认购者行使期权的风险,因此出售者有责任用现金交割该期权,或购入或提交标的商品。一些情况下,出售者可能需要购入一项现货头寸及相应的保证金义务(参阅上述现货外汇交易部分)。如果期权已经通过出售者持有相关的货币或另一种期货的方式被套期保值起来(covered),风险也许会降低。如果期权没有被套期保值,遭受损失的风险可以是无制的。购买者仍然有损失期权费用和交易成本的风险。当期权被执行或已过期,购买者有责任清偿当时未支付的期权费用。

### 其他现货外汇交易与期权共有的风险

#### 4. 现货外汇交易的条件与条款

您必须向您的交易公司询问您买卖的特定外币、期权以及相应义务的条件与条款,以及对于期权而言,到期日和行使时间的限制。

#### 5. 暂停与交易和定价关系的限制

市场状况(例如:流动性)以及、或某些市场的运作条例(例如由于价格限制或circuit breakers造成的任何外币暂停交易)有可能增加损失的风险,因为完成交易或平仓/对冲头寸已经变得很困难或不可能。如果您卖出期权,有机会增加损失的风险。再者,外币及其内在利益、期权及其内在利益之间正常的定价关系可能已经不再存在。这种情况可能发生在当外币期权的外币受到价格限制但期权本身并不受价格限制。缺乏基础货币的参考价格可能导致无法断定“公平”的价格。

#### 6. 存放的现金与财物

您必须熟悉各种有关您为进行当地或外地交易而存放的金钱与财物的保护措施,特别是在公司资不抵债或破产的时候。特定的立法或当地法规可能规定了您可收回现金与财物的程度。在有些辖区,当清偿出现亏空时,特地标明为您所有的财物将与现金一起被按比例的加以分配。

#### 7. 交易佣金与其他收费

您在开始交易之前,应该了解清楚您将支付的所有佣金、费用及其他收费。这些收费将会影响您可能的盈利或增加您的损失。

#### 8. 在其他辖区的交易

在其他辖区市场(包括正式连接到内部市场的市场)进行的交易可能使您面临其他风险那些市场受到的规定可能提供不同或减低的投资者保护措施。在开始交易前您应该询问任何与您特定交易有关的规定。您当地的监管当局将不能强制执行您交易所在的其他辖区的管理当局或市场的规定。

#### 9. 货币风险

在以外币货币交易(如果交易是在您当地的或其他辖区)中,如果有必要进行货币兑换的话,您的盈利或损失将受到汇率变动的影响,

#### 10. 交易设施

大部分公开喊价和电子交易的设施是由以计算机为基础的系统来支持进行交易下单、执行、匹配、登记和清算的。与所有设施和系统一样,他们易受到临时故障的影响。您收回某些损失的能力可能受制于系统提供者、市场、清算所以及/或会员公司设定的责任限度。这些限度可能是不一样的,您应该向您的公司了解详情

#### 11. 电子交易

在某一电子交易系统的交易可能不仅不同于公开喊价市场的交易,也不同于在其他电子系统的交易。如果您在某一电子市场从事交易,您将面临与该系统相关的风险,包括硬件和软件的故障。系统故障可能造成您的订单难以按照您的指示执行或根本不能执行。

#### 12. 交易所场外交易

在某些辖区,且仅在限定的情形下,公司可被允许开展场外交易。您的公司可能是您的交易对手。Forex Capital Market LLC是您外币的直接交易人。Forex Capital Market LLC有权拒绝接受或保证任何订单。所以平仓一项已有的头寸,评估价值,确定公平价格或评估风险暴露可能很困难或不可能。鉴于这些原因,交易可能涉及更大的风险。场外交易可能受到较少的监管或受管于单独的监管体系。在开始交易之前,您应该了解适用的规定和伴随的风险。

## 交易人告鉴

本协议系法律合约,请仔细阅读。

本法律合约系由Forex Capital Markets,LLC.(简称FXCM),一家在达拉华州法律下成立的有限责任公司,其后继人或转让人,与执行本文件的合同方共同订立。

关于在Forex开立账户以便通过外汇OTC市场(简称OTCFX)从事投机及/或购买及/或卖出出现金或外币现货(简称货币或现货),客户(下称交易人)确认其已被告知并已了解下述有关杠杆OTCFX交易的因素,以及提供给交易人的风险披露声明。OTCFX和现货特别是指购买或销售大量外币及在某情况下相方可谈判。

1. 本人们不保证您的交易对手的信誉。本人们将尽力只与有良好声誉的银行清算所进行交易。此外,有可能出现这样的情况,即交易流动性的降低造成某货币交易停止,从而妨碍平仓不利的头寸,由此可能带来相当的财力损失。

2. OTCFX交易仅适于专业机构或人,其财力可以承受也许远超过保证金或存款价值的损失。OTCFX账户不对非专业人士开放。

3. 交易人确认购买或出售货币包括进行交割,每次现货交易也入账到交易人的账户。

4. FXCM的保证金政策,以及执行交易的银行/清算所的政策可能要求交易人提供追加资金以便维持其保证金账户,交易人有义务满足这类保证金要求。否则将可能带来头寸的清盘及相应的损失。FXCM还保留拒绝接受订单的权利或保留提供任何市场服务。

5. OTCFX的业务并不在有组织的市场交易,所以不需公开喊价。尽管许多以计算机为基础的系统提供报价和实际价格,二者可能因为市场不流动性而有所差异。许多电子交易设施是由以计算机为基础的系统来支持进行交易下单、执行、匹配的。与所有设施和系统一样,他们易受到临时故障的影响。您收回某些损失的能力可能受限于系统提供者、市场银行及/或金融机构设定的责任限度。这些限度可能不尽一样,您应该向您的公司了解详情。

6. 在某一电子交易系统的交易可能不仅不同于公开喊价市场的交易,也不同于在其他电子系统的交易。如果您在某一电子市场从事交易,您将面临与该系统相关的风险,包括硬件和软件的故障。系统故障可能造成您的订单难以按照您的指示执行或根本不能执行。由于OTCFX市场高杠杆,瞬息万变之本质,以及电子交易所带来之风险,所以若发现对帐单上有任何差异,务必在发生后廿四小时内以书面形式向FXCM报告。

#### 免责条款:

##### a) 国际互联网故障:

由于FXCM不能控制信号能力,信号通过互联网的接收和路由,您设备的结构或联接的可靠性,本人们对互联网上交易中出现的通讯故障,失真或延迟负责。

##### b) 市场风险和网上交易

外汇交易涉及相当大的风险,其并非对每个人都适合。请参照交易人合约书了解风险的详细介绍。不论网上交易多么方便或有效率,它并不降低货币交易的风险。

##### c) 密码保护

交易人必须将密码保密存放,确保第三方无法获得进入交易系统的权利。交易人将对任何以其密码进行的交易向FXCM负责,即使密码使用是非法的。

##### d) 报价错误

当某些报价或成交价错误发生时,FXCM将不为此错误所导致的户头余额错误负责。这些错误包括但不限于:交易员的错误报价、非国际市场价之报价,或是任何报价错误(例如:硬件,软件或网络之问题,或是第三方所提供之错误资料)。FXCM不需为因错误而导致帐户之余额负上责任。另外,所有订单必须容许有充裕的时间执行,以及有充裕的时间容许系统计算所需保证金。若订单定于太接近市场价,将不能保证有可能促发其他订单(不论订单类别)或保证金不足,FXCM不需为因系统未有充足的时间执行和/或计算订单所导致帐户内的保证金不足,余额,和/或仓口而负上责任。FXCM保留作任何更正或调整的权力,任何有关报价与成交错误之争执只能由FXCM之政策或决定来解决。若因此带来任何损失、损害或责任,客户同意予以赔偿使FXCM不受损害。

7. 在OTCFX市场上,公司不仅限于进行交易场所外交易。您的交易公司FXCM可能是您交易的对手。有可能(在这种情况下)平仓,评定价值,确定公平价格或评估风险暴露会很困难或不可能。鉴于这些原因,这类交易可能涉及更大的风险。场外交易可能受到较少的监管或受管于单调的监管体系。在开始交易之前,您应该了解适用的规定和伴随的风险。

8. 如果交易人将交易授权或对其账户的控管授予第三方(交易代理人),不论是以自主或非自主权的方式,FXCM将绝不负责为交易人作出的选择负责或对此作出任何推荐。FXCM不对有关交易代理人作出任何声明或保证;FXCM不对因为交易代理人的行为而对交易人产生的损失负责;FXCM不对交易代理人的运作方式作出任何隐含或直接的支持或批准。如果交易人授权交易人代理人管理其账户,交易人自己承担风险。

9. 对于交易人已经或将会从介绍人或其他任何非FXCM雇员处获得的信息或建议,FXCM不能控制,也不支持或担保其关于外汇交易的准确性或完备性(请参阅介绍人披露)。如果介绍人或其他任何第三方向交易人提供任何关于外汇交易的信息或建议,FXCM将决不对交易人因使用上述信息或建议带来的损失负责。交易人理解介绍人或很多第三方,包括出售交易系统,课程,研究或推荐的出售人可能未受政府机构的监管。

10. 以外币为标的的期权的交易涉及相当大的风险,并不适合所有投资者。您必须根据您的投资经历、目的、财力、风险承受度和其他相关情形,仔细考虑这类交易是否适合于您自己。本项简要声明强调一些主要风险但并不披露关于期货与期权交易的所有风险及其他重要方面外币期权的风险取决于您是买方或卖方以及期权的形式。

如果您本人或第三方代您购买期权，如果期权到期未被行使，您的总损失将为期权价格（加交易成本）。这一风险反映了作外币期权多头的特质，或者一项价值在不断降低的资产的品质。如您想获利，标的货币的价格必须或者高于或者低于(视情形而定)执行价格，且差额超过期权价格与其他所有签订和行使期权的成本之总和。

如果您本人或第三方代您出售（拟写）期权，风险会更大。如果您出售的期权面值高于您购买的期权，风险可能比外币交易的风险更大。如果所出售的期权已被相应的实物货币承诺所保护，则损失的风险可能有所降低。如若出售的期权未被保值，损失的风险可以是无限的。

美式期权可以在到期前特定的行使时段的任何时候（即任何工作日）行使。如果您向 FXCM 出售一项美式期权，FXCM 可能行使自主权行使期权，因此您在到期日前不能确定您的由期权带来的头寸。欧式期权只能在特定的行使日当天行使。亚式期权乃欧式期权的变类。在亚式期权（又称“平均价格”期权）中，相对于基础外币的参考价格产生于协议的计算方法，例如，该方法可以是基于标的货币在一个以行使日期为止的特定平均周期中某一预定日期的市场价格。异乎寻常的期权不能使用并且采购者只能有固定的派息如果某些标准符合。最大值赢利和损失是固定的在购买之时。

除上述风险以外，作为期权标的商品的外汇的汇率波动也可能带来剧烈的期权价格变动。在急速变化或不流动的市场上，您可能不能在理想的价格出售或保护您的头寸。作为期权标的商品的外汇的汇率变动难以预料，所以本人们不能保证您初始投资的盈利或回报。

## 介绍人披露

FXCM 并不监督介绍人的活动，不对介绍人作出的任何声明承担责任。FXCM 和介绍人相互完全独立。FXCM 和介绍人直接订立的协议并不建立合资企业或合伙企业关系。介绍人不是 FXCM 的介绍代理人或职员。

- 对于交易人已经或将会从介绍人或其他任何非 FXCM 雇员处获得的资讯或建议，FXCM 不能控制，也不支持或担保其关于外币交易或外汇交易的准确性或完备性。
- FXCM 会在新客户开立账户时提供风险披露资讯。客户必须仔细阅读这些资讯，不得倚赖任何源出别处的相反资讯。
- 客户确认 FXCM 及其相关的任何个人未就客户账户未来的盈亏作出任何许诺。客户明白外汇交易有很大风险，以及很多人在外汇交易损失了交易的金钱。
- 如果介绍人或其他任何第三方向客户提供外汇交易的资讯或建议，FXCM 绝不对客户使用该资讯或建议带来的损失负责。
- 如若客户以前被告知或相信使用任何第三方的交易系统，课程，程式，或由介绍人或其他第三方提供的研究或建议会带来交易盈利，客户在此确认，同意和理解所有外汇交易，包括通过任何第三方的交易系统，程式，或由介绍人或其他第三方提供的研究或建议进行的交易涉及很大的损失风险。此外，客户在此确认，同意和理解所有外汇交易，包括通过任何第三方的交易系统，课程，程式，或由介绍人或其他第三方提供的研究或建议进行的交易并不一定带来盈利，避免风险或限制风险。
- 客户理解介绍人或很多出售交易系统，课程，程式，研究或建议的第三方不受政府机构监管。
- 因为外汇交易的风险因素很高，只有真正的“风险”资金可以用于这类交易。如果客户并无多余资金可供损失，客户不应在外币市场上交易。
- 客户理解并确认 FXCM 可能对介绍人引荐客户给予报酬，此类报酬可能按照每笔交易或其他方式给予。这个给予介绍人的报酬可能需要扩大给客户的点差，即一个比 FXCM 提供的一般正常价差为高的溢价。此外，客户有权获准确地告知此报酬的详细内容。
- 客户了解并同意，如果客户在 FXCM 的账户系经介绍人引荐而来，则介绍人将有权进入客户的 FXCM 账户，但介绍人不得以客户的 FXCM 账户从事交易，除非客户通过授权协议授权介绍人从事客户的交易。
- FXCM 不支持或担保介绍人所提供之服务。由于介绍人不是 FXCM 的职员或代理人，所以帐户持有人有责任在享用其服务前，尽一切应尽的努力适当验证、严格评估该介绍人。

如果您有关于外币交易风险的任何问题，请联系您的 FXCM 账户代表。

## 交易人协议

考虑到 FXCM 同意签字人（交易人）开持一个或多个账户，并向交易人提供买卖现汇（含金融工具）或任何类似工具（合称 OTCFX），这些工具可能通过或透过交易人的 FXCM 账户交易人作出以下同意：

- 交易授权。FXCM 获授权按照交易人的口头、书面或电脑指令向对手方如银行、金融机构或资深参与者为交易人账户进行 OTCFX 买卖。除非交易人以书面形式作出反对，否则 FXCM 获授权向 FXCM 认为适合之对手方如银行、金融机构或资深参与者执行所有定单。FXCM 有权依照所有从交易人收到的口头或书面上的通信或指示。交易人包括交易人的高级职员、合伙人，法定负责人，或雇员，只要 FXCM 并不知悉上述人士没有获授权。交易人同意让授权人代表交易人向 FXCM 提供所需的资料，资讯，指示，和授权来进行 FXCM 根据此协议上提供的服务。

交易人授权 FXCM 依赖和执行从授权人所得来的任何指示，授权，或资讯。所得来的方法包括通过电子方式传送或获得交易人批准的传真文件。因此交易人同意：(i) FXCM 获授权执行指示，并且不需咨询有关之指示的有效性和考虑授权人的书面指示的有效性；(ii) 在任何情况下，FXCM 不需去核实指示的有效性；(iii) 在 FXCM 秉诚行事和没有疏忽的情况，交易人将承担所有由任何代表人，雇员，或代理人发出未经批准的指示的风险，交易人将为任何损失，费用，酬金，损伤，经费，索赔，诉讼，要求，和责任向 FXCM 作出赔偿以及保障 FXCM 不会因上述情况到引致之损失。

- 政府、对手机构及银行间系统法规。所有本合同下的交易均受辖于执行交易的对手机构或其他银行间市场（及其清算组织，如适用）的宪章、细则、条例、规定、习惯、用法、裁决和解释。如果此后通过的任何法令、或任何政府机构通过的任何法规，对 FXCM 产生约束力，影响或冲突到本协

议的任何条款，受到影响的条款将视作被有关法令、法规变更或替代，而其他条款及变更后的条款将继续完全有效。交易人承认本协议下的所有交易受辖于前述监管要求，交易人并不拥有任何有关上述要求独立的法律或合约性权利。

- 保证金和存款要求。交易人将向 FXCM 提供并维持 FXCM 行使自主权要求的保证金金额。这一保证金金额既可能比对手银行要求的高也可能低。FXCM 可能在任何时候改变保证金要求。交易人同意当 FXCM 作出要求立即电汇入追补资金，并迅速以 FXCM 完全行使自主权要求的转款方式满足所有保证金催促通知。FXCM 可能在任何时候根据下述第 7 段落的规定清平交易人的账户，即使 FXCM 不行使该项权利，并不代表其放弃了该权利。任何 FXCM 过去的保证金要求均不妨碍 FXCM 不需通知而提高上述保证金要求。FXCM 有权限制交易人可能获得或持有的开口头寸的金额及/或总数。

FXCM 将努力按照交易人口头或书面或计算机的指示执行所有其行使自主权选择接受的定单。FXCM 有权拒绝接受或保证任何定单。但是，FXCM 将不负任何 FXCM 不可直接或间接控制的事件、行为或不行为造成的损失或损害，这种情况包括但不限于任何由于传输或通讯设施故障造成的定单或信息传输的延迟或不准确带来的损失或损害。

- 隐私权政策。当您向 FXCM 申请或维持一个真实或模拟帐户，我们收集您的个人资料作为企业用途，例如，评估您的财政需要，处理您的请求和交易，通知您关于最近的产品和资讯，并且提供顾客服务。我们收集的个人资讯只有 FXCM 及其联营机构能够使用。这些资料绝不会向任何没关系的第三方透露。这样的资讯包括：(i) 申请表或其他表格上提供的资讯，譬如名字，地址，出生日期，身份证号码 / 社会安全号，职业，财产，以及收入；(ii) 关于您与我们和与我们的联营机构的交易资讯；及(iii) 您提供给我们或从其他与 FXCM 没有关联之机构获得用来核实您的身份的资讯，譬如护照。

a. Cookies. Cookies 是负有资讯的小型档案用来追踪电脑用户。FXCM 或会在你的电脑设置和使用 FXCM cookies。这会协助我们调查哪些广告和推广吸引客户浏览我们的网站。收集得来和分享的资料将会是匿名和不能个别办认的。

b. 安全技术。FXCM 采用 Secure Socket Layer (SSL) 编密码技术来保护你提供的一些资料。这一种技术能保障您的资料于传送往 FXCM 期间免受他人拦截及盗取。我们竭力确保网站是安全并且符合业界标准。我们并且使用其他保障资料工具例如：防火墙，认证系统（如：密码和个人身份证号码）和存取控制机制来控制未获授权的系统和资料的存取。

c. 与联营机构共享资讯。我们可能会与联营机构于商业用途，依照相关法律允许，例如：服务客户的帐户和通知客户有关于新产品和服务上共享私人资料。联营机构是我们拥有或受我们控制的公司，以及推荐客户给我们之第三方公司。我们以营销作为共享的资料的目的，包括：名字，地址和帐户资讯。

d. 监管机构披露。根据 CFTC 和相关条例，我们可以向管理当局或依照法律规定透露个人资料。例如，我们会依从传票或其他正式请求向管理当局和执法机构并且当有必要保护我们的权利或资产的情况下透露个人资料。除了在此项隐私权政策所述外，我们不会使用您的个人资料作为其他用途，除非当您透露个人资料时，我们向您说明这些资讯将会怎样被使用或我们获得您的允许批准。”

- 清算日与延展。。所有现货货币寸头会在交易日以美元显示在交易人的账户，交易人需 48 个小时结账。除非在货币头寸的有效期间交易人应在有意延展货币头寸的当天，货币头寸交易清算两小时之前给予 FXCM 延展货币头寸的指示。此外，交易人应在货币清算日的第一个工作日正午之前指示是否交割或对冲。如无交易人的及时指示，FXCM 被授权完全行使自主权决定是否延展所有或任何交易人的 FXCM 账户的货币头寸，风险由交易人承担。交易人的账户将被在货币头寸延展之时按经纪人的费率收取佣金。

6. 担保与借款协议。交易人的所有资金、货币及其他财产，如其被 FXCM 或其附属机构在任何时候为交易人（个人、与他人共同、或作为任何他人的担保人）持有，或在任何时候由 FXCM 为任何目的（包括妥善保管）掌管或控制，此类财产将被 FXCM 作为担保物，并可因交易人对 FXCM 的义务受制于普通留置权及对冲权，不论 FXCM 是否针对上述资金、货币或其他财产给予贷款，也不论交易人在 FXCM 开立账户数目的多少。FXCM 可能不通知交易人而行使自主权在任何时候或不时地将交易人的所有资金、货币或其他财产投入或转向交易人的任何账户。交易人在此亦授权 FXCM 将交易人作为担保物或担保物的任何证券或其他财产，以单独或者与其他交易人的财产一起的形式，抵押、再抵押，投资或借出于 FXCM 自己（作为经纪人）或其他方。FXCM 在任何时候均无需向交易人交回等同于 FXCM 交予其他交易人的财产。FXCM 的权利受制于商品交易法关于分割交易人资金和财产的规定。借款协议的目的旨在允许 FXCM 用存款收据（代表交割）作为担保品。如果交易人通过交易清算进行货币的交割，FXCM 有义务在获得提前 24 小时通知后进行全额交割。如果交易人的账户余额不足以支付交割，存款收据将成为交易人账户保证金的财产，因为交易人未有全额付款项。借款协议允许 FXCM 在货币延展或交易人付清全额款项之前，以存款收据作为抵押向银行贷款来支付存款收据。如果交易人有意交割某一受其他义务保护的货币，FXCM 要求交易人签订借款协议，以便 FXCM 在交易人付清全额款项(含利息)之前用该货币、财物、存款证明或相应的所有权凭证作为担保向银行融资以支付货币或其所有权凭证。本授权适用于所有 FXCM 为交易人开持的账户，并在交易人全额付清所有账户（欠款）之前、或 FXCM 从其营业总部发出撤销通知之前，始终完全有效。

- 账户清偿与欠款偿付。如发生下列情形：(a) 交易人死亡或司法宣定无能力；(b) 交易人申请破产，或选派托管人，或交易人自动地或被动地进行任何破产或类似的诉讼；(c) 查封交易人在 FXCM 开持的任何账户；(d) 保证金不足，或 FXCM 确定任何用于保护交易人某个或多个账户的担保品不足以担保该账户，不论当时的市场报价如何；(e) 交易人未能向 FXCM 提供任何根据本协议要求的信息；或(f) 任何其他 FXCM 应当采取保护措施的情况或变化，FXCM 有完全的自主权采取以下某种或多种行动：(1) 用 FXCM 代为交易人保存或控制的资金或财产来抵偿交易人直接或因提供担保而对 FXCM 负有的债务；(2) 买卖任何为交易人持有的现货货币；及(3) 取消任何或所有未完成定单，或其他任何以交易人名义作出的承诺。采取任何上述行动可能并不以下列条件：即要求提供保证金或追加保证，或事先将买卖决定通知交易人、交易人的个人代表、继承人，委托人或转让人等、且不论涉及的所有权利利益是否为交易人独有或与他人合有。在清平交易人的多头或空头头寸时，FXCM 可以根据其完全的自主权在同一清算中进行平仓，或主动开立新头的多头或空头头寸，以便建立 FXCM 独立判断认为有益于保护或降低交易人已有的头寸的 spread 或 straddle。根据 FXCM 的判断及自主权，在此所述的买卖行为可以通过任何银行间或其他经常进行业务的交易市场进行，或公开拍卖或私下出售，FXCM 可以购买全部或部分而不受赎回的限制。一经 FXCM 要求，交易人将在任何时候对其账户的欠款负责，且当其账户被 FXCM 或其自己全部或部分平仓之时，在任何时候均对其剩余欠款负责。如果根据本授权进行的平仓所实现的资金不足以支付交易人向 FXCM 所欠的债务，一经要求，交易人将立即支付欠款、所有未偿还债务、以及相应利息(计算方式如下：选择当时 FXCM 主要银行优惠利率或法律规定的最高利率中较低的一项再加 3%)，以及所有托收费用，

包括律师费、证人费、差旅费等。如果 FXCM 因为交易人的账户支付了除托收欠款费用以外的其他费用，交易人亦同意支付该类费用。

8. 清算日对冲指令。FXCM 有权接受或拒绝和保证任何交易人的现货指示。关于对冲在清算前开立的现货头寸的指示必须要 FXCM 接受，在到期前或清算日至少一天前送达 FXCM。

9. 费用。交易人将支付因 FXCM 所提供的服务产生的经纪费、佣金和特别服务或其他所有费用（包括但不限于溢价和折价，报表费，闲置账户费，指令取消费，转账费和其他费用），收费（包括但不限于由银行间机构、银行、合约市场或其他监管机构或自律组织收取的费用）。FXCM 可能不经通知收取佣金、费用及/或收费。交易人同意向 FXCM 支付其欠交款项的利息(计算方式如下：选择当时 FXCM 主要银行优惠利率或法律规定的最高利率中较低的一项再加 3%)。所有这些费用将在发生时，或在 FXCM 完全自主决定下由交易人支付。交易人在授权 FXCM 从其账户中扣留上述费用。交易人同意在其指示 FXCM 将其账户的开口头寸、资金、及/或财产转向其他机构时支付由 FXCM 确定的转账费。FXCM 确认所有向交易人报出的价格不包括溢价与折价。

10. 报表与确认。定单的确认证书和交易人的账户报表将被视为正确、终结性并对交易人具有约束力，除非交易人在收到网络或其他方式送达报告一日之内立即作出反对并以书面形式确认。保证金催促将是终结性并有约束力的，除非立即以书面形式作出反对。作为邮寄交易确认的代替，FXCM 将向交易人提供互联网上登入以便随时查阅其账户。交易人的书面反对应寄往 FXCM 网页上最新提供的地址，请要求回邮收据。如未反对，则 FXCM 或其代理人在交易人收到上述报告之前采取的所有行动将被视为已被批准。交易人未收到交易确认并不解除其作出上述反对的义务。当定单或交易一经执行，确认一经发出，只有交易人有责任记录账户内所有定单和持仓头寸。

11. 通讯联络。报告、报表，通知及其他通讯可能送达至交易人的电子邮件、申请表上的地址或交易人不时以书面方式向 FXCM 指定的其他地址。所有如此送出的通讯联络，不论是邮寄、电报或其他方式，一旦投入美国邮政，经发送机构收受，即被认定已由 FXCM 传出，且被认定已送达交易人本人，不论交易人是否实际收到。

12. FXCM 的责任。FXCM 将不负责因传输或通讯设施故障、电力短路或任何其他 FXCM 所不能控制或预计的原因带来的指令传输的延迟。FXCM 将仅对直接因为 FXCM 的过失、蓄意过错或欺诈造成的损失负责。FXCM 将不负责由于 FXCM 按本协议使用的任何代理人或其他方面的过失而引起的损失。

13. 汇率变动风险。如果交易人指示 FXCM 签订某项货币交易：(a)任何由于汇率变动带来的盈利或损失将完全由交易人承担；(b)所有最初或后继保证金存款将以美元计算，金额由 FXCM 独立行使自主权确定。且(c)FXCM 被授权按当时货币市场通行价格基础之上由其独立行使自主权确定的汇率将交易人的保证金账户的资金按出或换入外币。

14. 风险承认。交易人承认投资于杠杆或非杠杆的交易是投机性的，涉及高度风险，只适合于能够承担超过其保证金存款损失风险的人士。交易人理解由于 OTCFX 交易通常要求的保证金较低，OTCFX 的价格变动可能带来相当大的损失，该损失可能超过交易人的投资和保证金存款。交易人保证其愿意且能够在财务上或其他方面承担 OTCFX 交易的风险，其考虑到 FXCM 开持交易人的账户，交易人同意不就是因为遵循 FXCM 或其雇员、代理人或代表人作出的交易推荐，或建议而造成的交易损失追究 FXCM 的责任。交易人认识到遵循 OTCFX 交易的盈利或不受损失是不可能的。交易人承认其未从 FXCM，或其任何代表人，或介绍人，或其他交易人与之打交道以进行 FXCM 交易的实体之处获得这类保证，并且未根据任何上述保证来签订本协议。

15. 交易推荐。(a)交易人承认(1)任何有 FXCM 或其他任何公司内部人员向交易人提供的市场推荐和信息并不构成一项出售 OTCFX 合同的要约或招徕购买 OTCFX 头寸；(2)此类推荐和信息，尽管基于 FXCM 认为可靠的信息来源，有可能完全基于某一经纪人的意见，故这类信息可能并不完整或未经确认；(3) FXCM 不就提供给交易人的任何信息或交易推荐的准确性与完整性作出任何保证，其不对此负责。交易人承认 FXCM 及其主管、董事、关联机构、关联人、股东或代表有可能持有某些货币头寸或有意买卖某些货币，这类交易也将获得市场推荐，FXCM 或其上述主管、董事、关联机构、关联人、股东或代表的市场头寸可能与交易人从 FXCM 获得的推荐并不一致。交易人承认 FXCM 未就合约的税务影响或待遇作出任何保证。(b)交易人进一步确认如果交易人将交易授权或对其账户的控管授予第三方(交易代理人)，不论是以自主或非自主的方式，FXCM 将绝不负责对交易人作出的选择负责或对此作出任何推荐。交易人理解 FXCM 不对有关交易代理人作出任何声明或保证；FXCM 不对因为交易代理人的行为而对交易人产生的损失负责；FXCM 不对交易代理人的运作方式作出任何隐含或直接的支持或批准。如果交易人授权交易人代理人管理其账户，交易人自己承担风险。

16. 交易人声明与保证。交易人声明并保证：(a)交易人头脑健全、到达法定年龄，具有法律能力；(b)仅交易人享有对交易人账户的利益；(c)交易人在此保证不论此后作出怎样相反的认识，交易人适合进行 OTCFX 交易，且是有经验的机构及/或机构参与人；(d)交易人目前不受限于任何交易所、任何由交易所持有绝大部分资本的公司、任何交易所的雇员及或任何在交易所注册的公司、任何银行、信托机构或保险公司，一旦交易人接受上述要约，交易人必须立即以书面形式通知 FXCM 营业总部；(e)所有在此书册信息部分提供的信息均至本日期止真实、正确和完备，交易人将迅速通知 FXCM 任何信息变化。

17. 财务讯息。披露交易人声明并保证在此文件中向 FXCM 披露的财务讯息准确地表述了交易人目前的财务状况。交易人声明并保证在确定其净值时，资产与负债已被仔细计算，并将负债从资产中扣减来确定交易人在财务讯息中提供的净值。交易人声明并保证在确定资产价值时，交易人包括了现金及或现金等值品，美国政府债券和可流通证券，自有房产(不含主要住宅)，人寿保险的现金价值及其他有价资产。交易人声明并保证在确定负债时，交易人包括了应付银行的本票(担保或非担保)，应付亲属的本票，应付房产抵押贷款(不含首要住宅)及其他债务。交易人声明并保证在确定其流动资产时，交易人仅包括能迅速(一天时间内)变现的资产。交易人声明并保证其已非常仔细地考虑了交易人资产中可为风险资本的部分。交易人认识到风险资本系指如此金额的资金，即交易人愿意将其投入风险之中，且即使损失也不会对交易人的生活方式带来任何改变。如果交易人的财务状况发生变化以致降低交易人的净值、流动资产及/或风险资本，交易人同意立即告知 FXCM。

18. 不作保证。交易人承认其未有与交易人的经纪人或任何 FXCM 雇员或代理人就其 FXCM 账户的交易签订任何单独协议，包括任何保证其账户盈利或限制损失的协议。交易人理解其有责任立即以书面形式立即告知 FXCM 法务官员任何此类协议。此外，交易人理解如果任何人作出的任何有关交易账户的声明有异于交易人从 FXCM 处获得的表述，交易人应理解以书面形式提请 FXCM 法务官员的注意。交易人理解其必须在执行每项交易之前给予授权，除非交易人通过签订 FXCM 的有限交易授权将自主权授予另一人士；且任何有争议的交易必须根据被交易协议书的告知要求提请 FXCM 法务官员的注意。如果因交易人未能及时通知 FXCM 法务官员任何争端造成的损害或债务，

交易人同意赔偿 FXCM 以使其不受损害。

19. 信誉。交易人授权 FXCM，或代理人以 FXCM 的名义，调查交易人的信用状况并为此联系 FXCM 认为与证实交易人资信有关的合适的(所有)银行、金融机构和信用机构。交易人进一步授权 FXCM 调查其目前和过去的投资活动，并为此联系 FXCM 认为合适的期货交易商、交易所、经纪人/交易商、银行，及法务信息中心。如果交易人以书面形式向 FXCM 作出合理请求，交易人可被允许复印上述记录，费用完全由交易人承担。

20. 联名账户。所有交易均与“交易人账户信函”及“交易人协议书”相对应。每一账户所有人单独有权：a)在账户协议规定的限度内进行账户交易;b)收取所有有关账户的信函和文件；c)从账户收取或提取取款;d)执行有关账户的协议，及 d)与 FXCM 全权打交道。FXCM 有权要求账户各方将账户的事宜采取联合行动。FXCM 拥有对个人或共同账户的安全控制权。如果一方或多方共同账户所有人死亡，应以书面形式通知 FXCM 并出示死亡证明。所有截至通知日的费用将从账户中扣减。每一共同账户所有人假定拥有平等份额。

21. 不可放弃或更改。本协议的任何条款不可被放弃或更改，除非该放弃或更改是以书面的形式并由交易人和 FXCM 授权的主管共同签字。任何协议双方的交往过程，或因 FXCM 或其代理人在任何情况下未能坚持其协议项下的权利均不可间接解释为权利的放弃或更改。任何口头协议或指示均不可被承认或执行。本指示及其附件包含了协议双方的全部协议，代替任何及所有过去的书面或口头协议，且除在此所包含的事项，再无其他任何条件、条款或义务。

22. 管辖法律及司法管辖权。本协议及协议方的相应的权利与义务将受纽约州(FXCM 主要定单执行设施所在地)法律的管辖，并据此解释与执行。

23. 约束效力。本协议将持续有效，并涵盖交易人任何时候在 FXCM 开立或重新开立的所有账户，不论任何 FXCM 或其继承人、转让人或关联机构的人事变动。如果发生合并、兼并或其他变动，本协议(含任何授权)将适应 FXCM 或其继承人或转让人的利益，并对交易人及其/或其遗产继承人、受托人、管理人、法定代表、继承人和转让人具有约束力。交易人在此批准本协议日之前与 FXCM 发生的所有交易，并同意交易人与此类交易有关的权利或义务受本协议条款的管辖。

24. 终止。本协议将始终有效直至终止，而交易人可在任何时候终止协议，只要届时交易人不持有开口的现货头寸，不对 FXCM 负有任何债务，且 FXCM 营业总部实际收到书面终止通知，或任何时候交易人向交易人传递书面终止通知，条件是如此终止将不影响任何之前签订的交易且不排除任何一方此协议项下的任何义务，或解除交易人的任何欠款引起的债务。

25. 账户转移和转让。交易人授权 FXCM 转移和转让交易人账户和此协议书予其他外汇交易商或其运营机构或其他法人团体。交易人不能在事先没有得到 FXCM 的书面同意情况下转移或转让此协议书。

26. 弥偿。交易人同意，如果因为交易人未能完全与及时地履行此客户协议或其声明或保证并不属实或正确，而给 FXCM 带来了任何债务、损失，损害，成本或费用，包括律师费，交易人将对向 FXCM，其关联机构，雇员，代理人，继承人及转让人予以赔偿 并使之不受损害。交易人同时同意立即支付给 FXCM 所有其在执行本协议任何条款或其他 FXCM 与交易人签订的协议带来的损害，成本与费用，包括律师费。此外，假如损失来自(a)交易人的行为；交易人或授权人的行动或遗漏；(b)伪造签名：所有帐户或本协议有关文件上的伪造签名或未获授权的签名；(c)故障：系统故障，设备故障或系统中断或系统脱机；(d)延迟：在实施任何指示时发生之延迟，故障或错误；和(e)资料：从交易人收到的不正确或不全的指示，FXCM 均不会负上任何责任或损失。

27. 交叉交易的同意。签字人在此承认并同意下述情况有可能出现，即与 FXCM 相关的某一营业人员、董事、关联机构，雇员，银行或银行雇员、交易商或 FXCM 本身可能是签字人账户所进行的交易的对手经纪人或委托人。签字人在此同意进行上述交易，仅有的限制是有关执行买卖定单的银行、机构、交易所或交易委员会的任何可能的条例或规定，以及商品期货交易委员会，全国期货协会、美国联邦储备局或其他监管机构的任何可能的限制与条件。

28. 条款与标题。“FXCM”一词包括 FXCM，其分部，继承人和转让人。“营业总部”一词系指 Forex Capital Markets, LLC, Financial Square, 32 Old Slip, 10<sup>th</sup> Floor, New York, NY 10005 USA。“交易人”一词系指执行本协议的一方(或多方)。“协议书”一词包括所有交易人在任何时候为维持其 FXCM 账户而签订的其他协议或给予的授权。本协议的段落标题仅为查看便利而加入的。并不限制或影响段落条文的应用与意义。

29. 接受。仅当 FXCM 总部批准之后，本协议方可被视为已为 FXCM 所接受或成为交易人与 FXCM 之间的具有约束力的合同。

30. 司法辖区及司法管辖地的同意。除非适用的仲裁协议另有规定，交易人为促使 FXCM 接受本协议书及为了其他在此承认已收到并足够的有益且有价值的考虑，在此同意：(a)任何由于本协议涵盖的交易的纠纷所引起的、包括但，不限于是仲裁由一个自我调整或其他私有组织举办(如所提供为在部分“仲裁协议”下面)由交易人或 FXCM 提起的司法或行政诉讼或程序将根据 FXCM 的完全自主权仅在纽约州纽约郡内进行。交易人同意并放弃任何可能的转移或改变有关诉讼或程序执行司法管辖地的权利。(b)交易人同意在任何直接或间接由于本协议涵盖的交易的纠纷所引起的、由交易人或 FXCM 提起的、司法或行政诉讼或程序中接受纽约州纽约郡任何地方、州或联邦法院的司法管辖权。

31. 录音。交易人同意并承认不论是否使用自动的警告提示，所有交易人与 FXCM 或其工作人员之间进行的涉及交易人账户的交流可能被以电子方式录音。交易人进一步同意在涉及任何交易人或 FXCM 的纠纷或诉讼中，任何一方可以使用此类录音或誊本作为证据。交易人理解并同意 FXCM 定期根据其确立的营业程序销毁这类录音。

32. 合同修改 - FXCM 保留权利，于任何时候，通知或没有通知客户的情况下，随时修改本合同之条款，并将贴于本公司网站 [www.fxcm.com](http://www.fxcm.com)。客户应随时浏览有关条款之修改并同意受此约束。

33. ERISA 退休金计划条款 - 若客户之退休金计划为 ERISA，客户确认及明白 FXCM 只要服务提供机构而非该计划(根据雇员退休保障条例 1974“ERISA”第 3(21)条及以下之条例和规章)之受托人。

## 外汇交易协议

- 所有客户账户均为 FXCM 主账户的子账户。
- 所有客户的账户均通过 FXCM 账户及其交易限额进行。
- 所有客户的账户均有 FXCM 交易平台设定的保证金要求。
- FXCM 的自动化交易系统会将相应盈亏分发给客户。
- FXCM 可建立条例与条文套用于所有客户账户，包括但不限于最小账户规模，投资时段，佣金和奖励费，或其他任何财务安排。
- 客户有责任了解所有关于 FXCM 的重要资讯，并确保在开展任何交易活动之前讨论并清楚理解了所有安排。
- 若账户交由他人进行交易，则客户有责任在交易进行之前了解所有关于交易代理人的重要资讯。
- 所有客户必须意识到任何回报保证均为非法。此外，FXCM 不对任何 FXCM，其雇员及/或关联人作出的指称或保证负责。
- 银行本票应以 **Forex Capital Markets** 为收款人。
- **邮寄地址：** 请详见网页列明之地址资料。
- **电汇：** 请详见网页列明之电汇指示。

请在所有支票、电汇或通信中注明您的名字。

## 借款协议

通过签订本协议，交易人授权 FXCM 及其关联人使用货币或货币所有权作为贷款的抵押，而贷款系用于支付有关货币，直到货币或商品被延展至新的清算日，以及/或交易人付清所有款项。本授权将适用于所有由 FXCM 及关联人为交易人开立的账户。直至账户被关闭且所有财务责任被完成，此授权将始终有效。

## 高风险投资

以保证金为基础的货币交易是金融市场上最具风险的投资方式之一，且仅适合于有经验的个人和机构。在 FXCM 资本市场公司开立的账户允许您以很高的杠杆倍数(可高达您账户资产的 100 倍或其他合适的规定)进行外币交易。账户持有人可以 \$ 1,000 美元的初始存款购买市值高达 \$100,000 的头寸。按照最大杠杆倍数进行交易的账户的资金可能被完全损失。从理论上讲，如果账户是以最高的杠杆倍数进行交易，当账户的头寸价值作两个百分比的变动，账户的损失可以超过其权益。鉴于存在损失全部投资的可能性，在外汇市场进行投机的资金必须是风险资本金，其损失将不会对投资人个人或机构的财务状况产生太大影响。

如果过去您只曾投资于低风险的投资工具，您可能需要在正式买卖之前学习外汇交易。您需要认识到假如在交易外汇或期权时市场走势并不如您所料时，您有可能损失所有存放在您的经纪人作为初始保证金的资金。您亦要认识到买入期权的有限损失表示期权在到期日时失去价值会令您损失所有投放的资金。如果您希望继续您的投资，您必须确认您的资金是纯风险资本金，这些资金的损失并不会危害到您的生活方式或损害您的未来退休计划。此外，您完全明白外汇和外汇期权投资的性质和风险，您在投资时承受的损失不会影响到第三者。

## 社会安全或税务身份证件与预扣税声明

本人愿受伪造罪的惩罚证明(1)本协议上显示的号码乃正确的社会安全或纳税人身份号码，(2)本人的所有权或收益人并不受到国税法令 3406(a)(1)(C)条款下预扣税的规定。

## 电子邮件确认

若客户的电邮地址有任何更改，客户有责任通知 FXCM 有关更改。

## 地址确认

若客户的地址有任何更改，客户有责任通知 FXCM 有关更改。

## 资金转让授权

交易人在此同意 FXCM 可在任何时候，根据 FXCM 及其关联人的判断，将交易人单独或与他人共同持有的账户派入及转出该交易人的另一个在 FXCM 或其他批准的金融机构或其关联人处开立的账户。

## 同意透过电子传输交易确认及对账单

客户在此同意，作为邮寄和电子邮件的替代，客户的账户信息与交易确认可由互联网提供。客户将通过 FXCM 的互联网网页通过客户的账户登入口令查阅其账户信息。FXCM 将公布客户的所有账户活动，客户将可以获得每日、每月及年度的账户活动报告，以及每项已执行的交易的报告。在客户每一笔交易完成不超过 24 小时以内，更新的账户信息即可获得。在客户的网上账户公布其账户信息将被视为递交了交易确认和对账单。任何时候，账户信息将包括带有票号的交易确认、买卖价格，使用的保证金，可进行保证金交易的数额，盈亏报告，以及 LFETO 要求的当前开口或未完结的头寸。客户可以在任何时候以书面方式通知 FXCM 终止本项同意。

## 仲裁协议

任何交易人与 FXCM 之间有关交易人账户的的争端，除下列规定以外，将根据修订后的商品交易法 180 分册的规定以仲裁的方式解决。任何由该仲裁作出的裁决将为最终裁决并具有约束力，任何拥有司法管辖权的法院均可依法执行。

当交易人通知 FXCM 她/他/他有意将某一指控提交仲裁之时，或 FXCM 向交易人作出同意通知之时，交易人将有机会选择进行该程序的合法途径。在任何一方作出此通知 10 个工作日以内，FXCM 将向交易人提供一份根据商品交易法第 180 分册规定建有合格程序的机构名单以及每一机构的条例。如交易人不选择机构，FXCM 将有权进行选择。

FXCM 将支付任何合格机构可能征收为提供混合仲裁庭的额外费用，除非仲裁员认定 FXCM 在开始或进行该起诉时怀有恶意。

解决外汇争端有三个途径：民法院诉讼，在商品期货交易委员会(CFTC)进行赔偿，及自律管理组织或其他民间组织进行的仲裁。

CFTC 认识到在某些情况下通过仲裁解决争端为客户提供很多益处，包括有可能在不发生巨额成本的情况下较快地获得最终的争端解决。但是 CFTC 要求每一客户单独仲裁的相对优点，且自愿同意签订本仲裁协议。

通过签订本协议，您(1)可能放弃了您在法院起诉的权利；(2)同意在任何根据本协议由您或 FXCM 提交仲裁的指控与反指控中受到仲裁的约束。但是您并未放弃以下权利，即选择请求 CFTC 进行商品交易法第 14 条规定的赔偿程序解决任何争端，包括根据本协议可以提交仲裁的争端。一旦争端发生，您将被告知是否 FXCM 有意将争端提交仲裁。如果您相信违反商品交易法的情况发生了，且您宁愿请求进行在 CFTC 的赔偿程序，您必须在得到上述通知之后 45 天以内作出选择。

交易人并不需要首先签订本协议才能在 FXCM 开立账户。参见 17 CFR 180.1-180.5。

# 开户步骤及须知

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

**STEP 1**

**步骤一**

请选择帐户类型 Please select account type

如开设... If you are opening...	请填写... Please complete...
个人帐户 Individual Account	第 14 - 17 页 Pages 14 - 17
公司帐户 Corporate Account	第 14 - 20 页 Pages 14 - 20
有限公司帐户 Limited Liability Company (LLC) Account	第 14 - 17 页及相关文件* *如需索取相关文件, 可与行政部联络 Pages 14 - 17 & relative forms* *Please contact Admin. Dept. for relative forms
合伙帐户 Partnership Account	
信托帐户 Trust Account	
所有管理帐户 (即委托其他人进行外汇交易之帐户) ALL Managed Account	需附加第 21 - 22 页 Additionally complete page 21 - 22



**STEP 2**

**步骤二**

请选择平台种类 Please select platform type

	美元迷你帐户 USD Mini Account	美元标准帐户 USD 100k Account
最低开户资金 Minimum Initial Deposit	300 美元, 建议是 1,000 美元  USD300, USD1,000 recommended	2,000 美元, 建议是 10,000 美元  USD2,000, USD10,000 recommended
交易单位 Size of Trade	每手 10,000 基准货币  10,000 base currency per round turn lot	每手 100,000 基准货币  100,000 base currency per round turn lot
默认保证金要求 Default Margin Requirement	默认保证金要求为 50 美元 (即 200 倍杠杆比率) + 点差  如要在持高息货币过夜时收取隔夜利息, 每手最低保证金要求是 200 美元  Default US\$50 + Spread  For accounts that have a margin requirement of 2% or more, funds are added to the account for positions in which the client is long (holding) the currency bearing the higher interest rate.	默认保证金要求为 1,000 美元 (即 100 倍杠杆比率) + 点差  如要在持高息货币过夜时收取隔夜利息, 每手最低保证金要求是 2,000 美元  Default US\$1,000 + Spread  For accounts that have a margin requirement of 2% or more, funds are added to the account for positions in which the client is long (holding) the currency bearing the higher interest rate.

### 证明文件 Identification Documents

为协助美国政府打击恐怖及洗钱活动，联邦法规规定所有金融机构必须向所有开户者索取、核实及记录有关证明文件。所以 FXCM 有责任向阁下索取姓名、地址、出生日期及其他个人资料以识辨您的身份。

请填写开户表格后，连同以下证明文件：

**1) 附有照片的身份证明复印本**

– 作为身份证明文件，一定要含有申请人本人的姓名，照片，出生日期，身份证号码及必须是政府发出的。并且在处理文件时仍然处于有效期内。（例如：身份证、护照或社会安全卡）

**2) 住址证明复印件**

– 作为住址证明文件，一定要含有申请人本人的姓名，清晰的地址，以及文件或证件发出的时间或有效期，同时地址必须和开户表格上的一致。如果用证件作为住址证明，那必须至少有六个月有效期。如果用有效单据或月结单等文件作为住址证明，那必须是最近三个月的。（例如：水、电费帐单、电话费单或银行对帐单）

**\*\* 请注意：身份证不能同时作为身份证明文件和地址证明文件，即身份证明和地址证明必须为两份独立而且不同的证明文件。\*\***

一并传真、电邮或邮寄到：

传真号码：	(852) 2119 0117
电邮地址：	admin@fxcmasia.com
邮寄地址：	福汇亚洲有限公司 香港皇后大道中 99 号 中环中心 4905-07 室

To aid the government's fight against the funding of terrorism and money laundering activities, Federal law require all financial institutions to obtain, verify, and record information that identifies each person who opens an account at FXCM. Therefore, we are required to obtain your name, address, date of birth and other information that will allow us to identify you.

Please note all applications MUST be accompanied by:

- 1) A photocopy of your Identity card, Passport, Driver's License, or Social Security Card;
- 2) A photocopy of Proof of Address (i.e. a copy of Utility Bill or Bank Statement)

And return to us either by fax, email or mail:

Fax No.:	(852) 2119 0117
E-mail Address:	admin@fxcmasia.com
Mail Address:	FXCM ASIA LIMITED Room 4905-07, The Center 99 Queens Road, Central Hong Kong

### 汇款通知 Fund Transfer Notice

收到阁下的开户资料后，我们会马上进行审核，而工作人员会于 2 个工作日内电邮通知您汇款。有关存款方法，可参阅第廿三页“存款方法”。我们会于收到存款后将交易账号电邮到您的电子邮箱。为免在处理过程中发生错误或延误，请确保申请书已清楚完整填写。如有任何垂询，欢迎您致电 (852) 2119-0116，传真(852) 2119-0117 或电邮到 admin@fxcmasia.com 查询。

Upon processing of the account application, you will be contacted via E-mail. For Fund Deposit Methods, please review “Fund Deposit Methods” on Page 23. The trading account number will be emailed to you when the funds are received. Please ensure application is complete and legible to avoid errors or delays in processing. For enquiry, please contact us at (852) 2119-0116, fax at (852) 2119-0117 or email to admin@fxcmasia.com.



Financial Square 32 Old Slip  
10/F New York, NY 10005 USA  
福汇集团香港中文客户服务中心  
Tel 电话号码: (852) 2119-0116  
Fax 传真号码: (852) 2119-0117  
E-mail 电邮地址: admin@fxcmasia.com  
Website 网址: www.fxcmasia.com/chinese

下列资料必须完整填写 The information below must be completed in FULL.

## 开户申请书 ACCOUNT APPLICATION

### 第一部份: 账户设定 Part A. ACCOUNT SETTING

1) 账户类型 (请勾选其中一项)  
Account Type (please check one only):

个人账户 Individual Account       联名账户 Joint Account

公司账户 Corporate Account      公司名称: \_\_\_\_\_  
Name: \_\_\_\_\_  
营业执照号: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

2) 请选择平台种类  
Platform types (please check one only)

美元标准户 USD100K       日元标准户 JPY 100k       欧元迷你户 EUR Mini       澳元迷你户 AUD Mini

美元迷你户 USD Mini       日元迷你户 JPY Mini       英镑迷你户 GBP Mini

\*必须以该平台指定之货币注资  
\*Platforms – account must be funded in the server currency only

3) 请选择密码 (4 至 10 个位小写英文字母或数字) Please select a PASSWORD (4 to 10 characters)  
\*此密码用作登录交易平台, 登录后可随时在交易平台上修改密码。请将密码存放于安全的地方。  
\*This password is to be used to log into the trading platform. You can change the password via the trading platform. Password must be kept in a safe place.

4) 电邮地址 (必须提供 - 此邮箱将作联系阁下之主要通讯方法)  
E-Mail Address (Required – This will be the primary method used to contact you.) \_\_\_\_\_

5) 请选择语言 Preferred Language

国语 Mandarin       英语 English       其他 Others \_\_\_\_\_

6) 账户保安问题 (请选择其中一条问题, 然后填写答案) Security Question

您第一只宠物的名字是什么? What is your first pet's name?       您第一次居住的街道名称? What was the first street you lived on?

您的别名是什么? What is your nickname?       您母亲在未婚前的姓氏是什么? What is your Mother's maiden name?

答案: \_\_\_\_\_  
(必须以英文或拼音填写)  
Answer: \_\_\_\_\_

### 第二部份: 基本资料 Part B. BASIC INFORMATION

每位账户参与者, 包括个人账户持有人, 联名账户持有人, 所有普通合伙人及公司授权进行账户交易决策的主管均须提供以下资料。任何一位联名账户账户持有人均可以单独拥有账户的全部权利, 包括但不限于交易权利和提款权利。本文中, “交易人”一词始终指为其而制订本申请的实体, 不论其法律类型如何。

请打印或用正楷清楚填写本开户书

This information must be completed for each participant in the account, individually, jointly, by all general partners and by the corporate officers authorized to make trading decisions for the account. Any party of a joint account may singly have full authority on the account, including but not limited to, trading rights and withdrawal rights. For the purpose of this document the term “Trader” always refers to the entity for which this application has been made, regardless of legal description. Please type or print clearly.

<b>主要账户持有人 Primary Account Holder</b>	客户姓名 Client Name (请以英文或拼音填写)		
	姓 Last Name	名 First Name	Middle Name
	性别 Gender:	<input type="checkbox"/> 男 Male	<input type="checkbox"/> 女 Female
	婚姻状况 Marital Status:	<input type="checkbox"/> 单身 Single	<input type="checkbox"/> 已婚 Married
身份证, 护照, 或社会安全号码 (请附上复印件) 美国居民 必须提供社会安全号码 Passport, Driver's License or Social Security no. (Please attach a copy) U.S. clients MUST provide Social Security no.			
出生日期 (月/日/年) Date of Birth (MM / DD / YYYY) 如您年满 65 岁或以上, 请阅读第 11 页的“高风险投资告警” If you are 65 years of age or older, please review “High Risk Investment Notice” on Page 7	国籍 Citizenship		

<b>联名账户持有人 Joint Account Holder</b>	客户姓名 Client Name (请以英文或汉语拼音填写)		
	姓 Last Name	名 First Name	Middle Name
	性别 Gender:	<input type="checkbox"/> 男 Male	<input type="checkbox"/> 女 Female
	婚姻状况 Marital Status:	<input type="checkbox"/> 单身 Single	<input type="checkbox"/> 已婚 Married
身份证, 护照, 或社会安全号码 (请附上复印件) 美国居民 必须提供社会安全号码 Passport, Driver's License or Social Security no. (Please attach a copy) U.S. clients MUST provide Social Security no.			
出生日期 (月/日/年) Date of Birth (MM / DD / YYYY) 如您年满 65 岁或以上, 请阅读第 11 页的“高风险投资告警” If you are 65 years of age or older, please review "High Risk Investment Notice" on Page 7			国籍 Citizenship

**第三部份：住宅地址 (请附上住址证明, 注：不接受邮箱号码作地址)  
Part C. HOME ADDRESS (Please attach proof of address, P.O.BOX may not be accepted)**

街道名称与号码 No. and Name of Street (请以英文或拼音填写)		
城市、州、省、邮政编码、国家 City, State, Zip Code, and Country		
住宅电话号码 Home Telephone no.	传真号码 Fax no.	手机号码 Mobile Phone no.

**第四部份：工作情况  
Part D. EMPLOYMENT DETAILS**

受雇 Employed       自主经营 Self-employed       失业 Unemployed<sup>①</sup>       退休 Retired

<sup>①</sup>如果阁下为失业人士, 请注明前一份工作的行业和职位。并请阅读第 11 页的“高风险投资告警”  
If Unemployed, please indicate previous Nature of Business and Occupation. Also, please review "High Risk Investment Notice" on Page 7

现雇主名称 Name of Current Employer	行业 (必须填写) Nature of Business	职位 (必须填写) Occupation	受雇于现雇主之年期 Years with Current Employer
公司地址 Business Address			
公司电话号码 Business Telephone No.		公司传真号码 Business Fax No.	

**第五部份：银行账户资料  
Part E. BANKING INFORMATION**

银行名称 Bank Name	银行地址 Bank Address
银行账户号码 Bank Account Number	银行账户持有人姓名 (须与申请人姓名相同) Bank Account Holder's Name (Should be same as your name(s) appearing on this Application)
国际汇款代码或美国境内 ABA 号码 SWIFT Code or ABA Number	银行联络人姓名 Person to Contact at Bank

**第六部份：财务资料（申请联名账户者，请结合两人之财务资料）**

**Part F. FINANCIAL INFORMATION (for Joint Account, please use combined financial information)**

- 1) 估计年薪（以美元计算）？ What is your total estimated annual income (USD)?
- Under \$25,000 以下\*                       \$25,000-\$49,999                       \$50,000-\$99,999
- \$100,000-\$249,999                       \$250,000-\$1,000,000                       Over \$1,000,000 以上

\*如果您的年薪低于\$25,000，请阅读第 11 页的“高风险投资告警”

\*If your annual income less than \$25,000 please review "High Risk Investment Notice" on Page 7

- 2) 资产净值（资产减去负债，以美元计算） Net worth (assets minus liabilities)?
- Under \$25,000 以下                       \$25,000-\$49,999\*                       \$50,000-\$99,999
- \$100,000-\$249,999                       \$250,000-\$1,000,000                       Over \$1,000,000 以上

\*如果您的资产净值低于\$50,000，请阅读第 11 页的“高风险投资告警”

\*If your net worth is less than \$50,000, please review "High Risk Investment Notice" on Page 7

- 3) 流动资金（可迅速转为现金的资产,以美元计算）  
Liquid assets (assets that can be quickly converted to cash)
- Under \$25,000 以下                       \$25,000-\$49,999                       \$50,000-\$99,999
- \$100,000-\$249,999                       \$250,000-\$1,000,000                       Over \$1,000,000 以上

- 4) 您是否曾宣布破产 Have you ever declared bankruptcy?
- 否 No
- 是 Yes 如选择“是”，请提供日期以及详细资料（如需要请附信函）  
If "Yes", provide date and details (attach letter if necessary)

- 5) 您是否委托其他人代替您进行外汇交易？  
Will any person other than Trader control, manage, or direct the trading in this account?
- 否 No
- 是 Yes 如选择“是”，请填写第 21 - 22 页的“授权委托书”  
If "Yes", please complete Limited Power of Attorney Form on Page 21 - 22.

- 6) 您现在或过去曾否在福汇 FXCM 开立账户？  
Do you have or have you ever had any other account(s) with FXCM?
- 否 No
- 是 Yes 如选择“是”，请提供账户号码：  
If "Yes", Account Number(s)

**第七部份：投资经验 Part G. TRADING EXPERIENCE**

问题 Questions	否 No	是 Yes	如选择“是”， 请填写有多少年 相关的投资经验 If "Yes", No. of years?
1) 您有投资证券的经验吗？ Do you have experience trading securities	<input type="checkbox"/>	<input type="checkbox"/>	_____
2) 您有投资期权的经验吗？ Do you have experience trading options	<input type="checkbox"/>	<input type="checkbox"/>	_____
3) 您有投资商品现货的经验吗？ Do you have experience trading commodities	<input type="checkbox"/>	<input type="checkbox"/>	_____
4) 您有投资期货的经验吗？ Do you have experience trading futures	<input type="checkbox"/>	<input type="checkbox"/>	_____
5) 您有投资外汇的经验吗？ Do you have experience trading currencies through interbank or OTC foreign exchange?	<input type="checkbox"/>	<input type="checkbox"/>	_____

\*\*如您未有任何一项上述之投资经验，请阅读第 11 页的“高风险投资告警”

If you do not have any prior trading experience, please review "High Risk Investment Notice" on Page 7

**第八部份：协议书确认 Part H. SIGNATURE**

请在每一项披露名称相应的方框打勾以确认您同意并理解如下的各项具体披露内容。

PLEASE ACKNOWLEDGE YOUR AGREEMENT AND UNDERSTANDING OF EACH OF THESE SPECIFIC DISCLOSURES BY CHECKING THE APPROPRIATE BOX NEXT TO EACH DISCLOSURE TITLE.

		主要账户持有人 Primary Account Holder		联名账户持有人 Joint Account Holder	
1)	风险披露声明 Risk Disclosure Statement	页 8 必要项目 Pg 3 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2)	交易人告警 Notice to Traders	页 8 必要项目 Pg 3 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3)	交易人协议 Trader Agreement	页 9 必要项目 Pg 4 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4)	司法辖区及司法管辖地的同意 Consent to Jurisdiction and Venue (New York County, NY)	页 10 必要项目 Pg 6 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5)	外汇交易协议 FX agreement	页 10 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6)	借款协议 Lending Agreement	页 10 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7)	高风险投资 High Risk Investment	页 11 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8)	社会安全或税务身份证明和预扣税声明 Social Security or Tax ID certification & Backup Withholding Statement	页 11 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9)	资金转让授权 Authorization to Transfer Fund	页 11 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10)	同意进行交易确认及对账单的电子传输 Consent to Electronic Transmission of Confirmations & Account Statements	页 11 必要项目 Pg 7 Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11)	仲裁协议 Arbitration Agreement	页 11 非必要项目 Pg 7 Not Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**第九部份：推广编码 Part I. PROMOTIONAL CODE**

若阁下曾收到推广编码，请在此填写：

If you have received a promotional code, please indicate the code in the space provided.

编码  
Code

**第十部份：介绍人 Part J. REFERRAL**

请问您从何得知 FXCM? How did you hear about FXCM?

杂志 Magazine  网上广告 Online Ad  朋友 Friend  报纸 Newspaper  研讨会 Seminar  搜索引擎 Search Engine

介绍人（如果通过介绍人申请，请填写介绍人名称并参阅第 9 页“介绍人披露”）

Referral Agent (If by Referral Agent, please review “Referral Disclosure” on Page 4)

介绍人名称 Referral Agent Name: \_\_\_\_\_

**第十一部分：客户资料及亲笔签署 Part K. CUSTOMER INFORMATION AND SIGNATURE OF THE ACCOUNT HOLDER(S)**

本人在此声明本人在第 14 – 15 页客户资料项下提供的资料属真实且正确。本人进一步声明本人将就任何重大改变书面通知 FXCM。FXCM 保留权利，但并无义务，核实所提供资料的准确性，并在必要时联系银行，经纪人和其他人士。

此为合约协议，您将受此约束，请仔细阅读此前所叙述的全部内容后方可签字。

本人确认此为具有法律约束力的合约协议。本人已经仔细阅读，现签署表明本人同意受到上述列明(1-11)各项条款并接受本协议之各项条款约束。除非 FXCM 书面同意，任何对本协议之修改均属无效。本人确认本人已经收到全套开户文件，且本人并没有对本协议或任何原始形式的文件作任何修改或删除，如果出现任何修改或删除，均不对 FXCM 具有约束力，上述原始文件适用于交易人账户与 FXCM 的关系。

\*中文译本仅供参考，文义如与英文本有歧异，概以英文本为准\*

I hereby represent that the information provided by me on the customer information section on page 14 – 15 of this packet is true and correct. I further represent that I will notify FXCM of any material changes in writing. FXCM reserves the right, but has no duty, to verify the accuracy of information provided, and to contact such bankers, brokers and others as it deems necessary.

**THIS IS A CONTRACTUAL AGREEMENT. YOU WILL BE BOUND HEREBY. DO NOT SIGN UNTIL YOU HAVE READ ALL OF THE FOREGOING CAREFULLY.**

I acknowledge that this Client Agreement is a legally binding contractual agreement. I have read the Client Agreement carefully, and by signing, I agree to be bound by every term and condition, including the items listed above (1-11). No modification of this Client Agreement is valid unless accepted by FXCM in writing. I confirm that I have received a full set of account documents and I have not made any alterations or deletions to this agreement or any such documents from the original forms. In the event that there are any alterations or deletions to this agreement such alteration and deletions shall not be binding on FXCM and said original forms shall govern Trader account relationship with FXCM.

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

主要账户持有人亲笔签署  
Primary Account  
Holder Signature X \_\_\_\_\_

账户持有人名称正楷  
Print Name \_\_\_\_\_

日期 (月/日/年)  
Date (MM/DD/YYYY) \_\_\_\_\_

联名账户持有人亲笔签署  
Joint Account  
Holder Signature X \_\_\_\_\_

联名账户持有人名称正楷  
Print Name \_\_\_\_\_

日期 (月/日/年)  
Date (MM/DD/YYYY) \_\_\_\_\_



Financial Square 32 Old Slip  
10/F New York, NY 10005 USA  
福汇集团香港中文客户服务中心  
Tel 电话号码：(852) 2119-0116  
Fax 传真号码：(852) 2119-0117  
E-mail 电邮地址：admin@fxcmasia.com  
Website 网址：www.fxcmasia.com/chinese

## 公司决议 CORPORATE ACCOUNT RESOLUTION

本人 \_\_\_\_\_，为 \_\_\_\_\_（“公司名称”）之公司秘书，  
本公司为根据 \_\_\_\_\_（“国家名称”）法律成立的一家公司。本人在此证明本公司根据其宪章或章程或条文细则召开了董事会议，且  
会议始终有法定人数出席并表决，所附之决议为会议合法通过，并未经修改，取消或废除，而且没有与本公司的宪章或章程或条文发生冲突。

I, \_\_\_\_\_ Secretary of \_\_\_\_\_,  
a corporation organized under the laws of the State 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.

公司名称 Corporate Name: \_\_\_\_\_

地址 Address: \_\_\_\_\_

市、省

City, States: \_\_\_\_\_

邮政编码

Postal Code: \_\_\_\_\_

国家

Country: \_\_\_\_\_

### 第一部份：决议内容 Part A. RESOLUTION

1) 本公司决议通过 姓名 职位  
Resolved that Name \_\_\_\_\_ Title \_\_\_\_\_  
姓名 职位  
Name \_\_\_\_\_ Title \_\_\_\_\_

上述人士中的每一位，以及其他由本公司不时通过书面指定的人士，或根据其可见的权限在此获授权代表本公司(本公司现在已构成或将可能在此以后构成)通过和与 FXCM  
进行 OTCFX 交易，风险由本公司承担。其获授权限包括以下任何一项：

- (a) 在 FXCM 开立账户，以作为由本公司承担的所有与 FXCM 进行的证券交易的持有、清算和结算；
- (b) 买卖外汇部位以作实时交割，不论是以保证金或其他形式交易，卖出的权力包括卖空的权力；
- (c) 存入或提取本公司的存款、货币、合约用作买卖货币、证券及其他财产；
- (d) 接受追加保证金的要求和请求、买卖意向通知书和其他任何性质的通知或需求；
- (e) 接受及确认通知书、确认书、要求、请求及任何类型确认的准确性；
- (f) 以口头形式与 FXCM 任何获授权代表放置单据，在任何 FXCM 获批准交易的市场上以本公司名义执行证券交易；
- (g) 向 FXCM 支付与任何上述交易有关的费用、佣金及溢价和折价，以及任何 FXCM 在不同时候要求的本公司账户的保证金或权益；
- (h) 针对任何指控、争端与纠纷，代表本公司进行和解，妥协，调解及给予豁免；
- (i) 履行上述协议的其他所有条款与条文，及就上述事宜采取任何其他行动；

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  
Spot foreign currency and / or options for the account and risk of this Corporation through and with FXCM, as said firm 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 for the purpose of FXCM '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 for the execution of securities transactions on behalf of the Corporation on any marketplace FXCM is permitted to effect transaction on;
- (g) To pay FXCM all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by FXCM 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;

2) 进一步决议通过，为了本公司的最大利益，FXCM 为本公司的外汇买卖账户进行清算并持有，FXCM 还将安排执行本公司不直接参与的外币交易；

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 and for FXCM to arrange for the execution of foreign currencies transactions which are not executed by the Corporation directly;

- 3) 决议通过, FXCM 可以与任何及所有由前述直接或间接授权的人士打交道, 等同与直接与本公司打交道, 如发生任何职责或权限或受权人员变动, 秘书长将以书面形式按照上述规定的方式向 FXCM 加以证明, 此类通知一旦收悉, 将同时终止先前受权人的权力和赋予接任人权力。

Resolve that FXCM 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 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;

- 4) 进一步通过, 为促使 FXCM 作为本公司的代理人, 特在此授权公司任何主管签署并送达账户申请, 客户账户函, 客户交易协议书, 风险披露声明及提取合适的文件, (上述文件副本已呈送本次会议并将存入公司档案); 本公司的主管在此被要求代表公司签署上述协议并送达 FXCM。

Further Resolved, that in order to induce FXCM 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 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;

- 5) 进一步通过, 前述决议和根据决议由公司秘书长/ 助理秘书实际交与 FXCM 的证明为不可撤销的, 直至 FXCM 收到书面的撤销通知。

Further Resolved, that the foregoing resolutions and the certificate actually furnished to FXCM 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;

- 6) 进一步通过, 如果上述声明或保证并不属实或正确, 或者本公司未能完全履行任何其与 FXCM 签订的协议, 从而给 FXCM 及其关联人带来任何损失、损害或责任, 本公司同意予以赔偿使 FXCM 不受损害;

Further Resolved, that the Corporation agrees to indemnify and hold harmless FXCM 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 shall not have been fully performed by the Corporation;

- 7) 进一步通过, 本公司秘书长在此获得授权向 FXCM 出示本决议的副本以及有关人员的在职证明, 且对代理人的授权 (包括在证明书上列名为本公司人员的所有人士, 直到 FXCM 收到该人士不再是公司人员的书面通知) 将一直有效 (不论是否任何人员已不再是本公司人员或雇员) 直到 FXCM 或其继承人或转让人得到书面撤销或修改通知。

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 and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as FXCM 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 or its successors or assigns.

本人进一步证明前述决议未被修改或废止, 且目前完全有效。且本公司根据其章程及细则和有关法律有权采取行动通过上述决议。

本人进一步证明下列各位人士经被合法选出, 目前合法持有与其签字对应的职务。

\*中文译本仅供参考, 文义如与英文本有歧异, 概以英文本为准\*

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.

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.

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

总裁亲笔签署  
Signature of President X \_\_\_\_\_

副总裁亲笔签署  
Signature of Vice-President X \_\_\_\_\_

秘书长亲笔签署  
Signature of Secretary X \_\_\_\_\_

财务主管亲笔签署  
Signature of Treasurer X \_\_\_\_\_

作为见证人, 本人于下述日期亲自填写 In witness whereof, I have hereunto affixed my hand this by the following date

名称正楷  
Print Name \_\_\_\_\_

秘书长亲笔签署  
Signature of Secretary X \_\_\_\_\_

日期 (月 / 日 / 年)  
Date (MM/DD/YYYY) \_\_\_\_\_

公司印鉴 (请在此盖公章) Corporate Seal (Please affix corporate seal here)



(下接第二部份, 请继续填写 Part B Follows)

**第二部份：个人担保 Part B. PERSONAL GUARANTEE**

本担保书由下述签署人(“担保人”), 为促使与 FXCM, 订立由 FXCM 与 \_\_\_\_\_ (“公司名称”), 一家成立于 \_\_\_\_\_ (“国家名称”) 成立的公司。

鉴于, 贵公司在此开立公司账户, FXCM 必须拥有个人担保方可与客户签订客户协议。签署人同意为本账户共同和分别地提供个人担保, 保证迅速、全面地执行本客户协议的全部责任和义务, 以及支付客户应支付给 FXCM 的任何及所有损害赔偿, 成本与费用。

本担保将一直保持有效及可执行, 直至客户终止协议为止, 在任何情况下, 担保人接受协议内订明的责任。

本担保书受美国纽约州的州法律规管及据此为诠释的基础。任何产生自本协议或和本协议有关的任何法律行动或诉讼程序, 双方同意于纽约州的任何联邦或地方法院进行该等法律行动或诉讼程序。

FXCM 及其继承人与受让人可强制执行此担保书, 担保人须受此担保书约束。未经 FXCM 准许, 担保人不能转让此担保权予第三者。

兹证明, 担保人于 \_\_\_\_\_ (日期) 执行本担保书。

**\*中文译本仅供参考, 文义如与英文本有歧异, 概以英文本为准\***

This Guaranty is made by the undersigned (“Guarantor”), in favor of FXCM in order to induce FXCM to enter into a Client Agreement between FXCM and \_\_\_\_\_, a corporation, partnership or limited liability company organized under the law of the State of \_\_\_\_\_, (“Client”).

In consideration of the opening of a corporate account for Client, FXCM 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 from Client.

This guarantee shall remain in full force and effect until the termination of the 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 lasts.

This Guaranty shall be governed by, enforced and construed in accordance with the laws of the State of New York and Guarantor hereby expressly submits to the jurisdiction of all federal and state courts located in New York County, New York for purposes of any action or proceeding involving this Guaranty, and consents that any process or notice of motion or other application to any of said courts or to any judge thereof may be served within or without any such court’s jurisdiction by registered or certified mail or by personal service.

This Guaranty shall inure to the benefit of and be enforceable by FXCM and its successors and assigns, and shall be binding upon and enforceable against Guarantor and its successors and permitted assigns, provided, however, that this Guaranty may not be assigned by Guarantor to any other party without the prior written consent of FXCM, and further provided that any such assignment by Guarantor, as consented by FXCM, shall not release Guarantor from its obligations hereunder.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

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

亲笔签署

Signature: **X** \_\_\_\_\_

签署人名称 (正楷)

Print name: \_\_\_\_\_

身份证 / 护照号码

SS Number: \_\_\_\_\_

住址

Home Address: \_\_\_\_\_

仅适用于开设公司账户

除客户协议之外, 务必提交下列文件:

- (1) 公司注册证书;
- (2) 公司章程, 必须清楚指出签署人为公司的授权职员;
- (3) 签署成员身份证明文件 (如: 身份证, 护照, 社会安全卡等复印件);
- (4) 地址证明 (例如: 水电费账单或银行对账单)

For Corporate Accounts ONLY:

In addition to the Client Agreement, please be sure to submit the following:

- (1) Certification of Incorporation from local registry;
- (2) Articles of Organization that clearly indicates that signer(s) are authorized officers of the corporate entity;
- (3) Identification for signing members (i.e. copy of passport, driver’s license, social security card);
- (4) Proof of Address (i.e. copy of utility bill or bank statement)



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10/F New York, NY 10005 USA  
福汇集团香港中文客户服务中心  
Tel 电话号码: (852) 2119-0116  
Fax 传真号码: (852) 2119-0117  
E-mail 电邮地址: admin@fxcmasia.com  
Website 网址: www.fxcmasia.com/chinese

只适用于受管理账户 (即委托其他人进行外汇交易之帐户) **Managed Accounts ONLY**

## 授权委托书 **LIMITED POWER-OF-ATTORNEY**

下述签署客户授权 The Undersigned Client(s) authorizes:

交易代理人姓名  
Trading Agent

其代理人、继承人及受让人均统称为 ( "交易代理人" )  
its agents, successors and assigns (the "Trading Agent")

交易代理证号码 (如有)  
Trading Agent ID (if any)

交易代理人如未经法务部允许者, 必须先填妥一份客户交易协议书, 并经法务审批, 方可代客户进行外汇交易  
Trading Agent should also complete a copy of the Client Agreement, subject to compliance review.

作为代理人及委托人, 代表签署人以保证金或其他方式在 OTCFX 市场买卖货币及/或以 OTCFX 市场合约为基础的期权, 风险由签署人承担。签署人在此同意对由此产生的所有损失, 债务和义务赔偿 FXCM 使之不受损害。

As agent and attorney-in-fact to purchase and sell currencies on the OTCFX market and/or options on OTCFX market contracts on margin or otherwise for the undersigned's account and risk. **The undersigned hereby agrees to indemnify and hold FXCM harmless for all losses, indebtedness and liabilities arising therefrom.**

### 授权交易代理人管理账户及风险披露声明 **MANAGED ACCOUNT AUTHORIZATION AND RISK DISCLOSURE**

FXCM 获授权在下述签署客户的 FXCM 账户的每个方面均遵循上述代理人的指示, 但是该代理人无权以签署人的名义或以其他方式提取任何款项、证券、或其他财产。客户有权及有责任向交易代理人要求账户状况报表以及所有有关管理账户之各项情况, 且一经客户请求, 交易代理人有义务按照 FXCM 所提供的报表功能向客户提供此类报表和账户资料。当此授权委托书生效后, 下述签署客户的 FXCM 账户内所有交易将由上述交易代理人进行, 客户可以在交易平台通过唯读方式查看账户内的交易资料。

上述代理人在此声明其拥有所有相应的政府批准、执照、以及许可, 包括但不限于 (如适用) 在美国期货协会 (NFA) 注册为商品交易顾问 (CTA)。

交易代理人有自主权决定管理模式 (百分比分配管理模式或批组分配管理模式)。若客户按照百分比分配管理模式交易, 则有可能被限制于接着之工作日完结前进行任何账户交易。

FXCM is authorized to follow the instructions of the aforesaid agent in every respect concerning the undersigned customer's account with FXCM, except that said agent is not authorized to withdraw any money, securities, or other property either in the name of the undersigned or otherwise. **The undersigned client has the right and responsibility to request from the Trading Agent statements on account status and details regarding the overall management of the account, and the undersigned Trading Agent is obligated to provide, upon the undersigned customer's request, such account information and account statements using report features as provided by FXCM.**

The aforesaid agent represents that he has all of the applicable required government approvals, licenses, and permits, including but not limited to, if applicable, registration with the NFA as a commodity trading advisor (CTA).

The type of management modules: Percentage Allocation Management Module (PAMM) or Lot Allocation Management Module (LAMM) used by the Trading Agent is at the discretion of the Trading Agent. Clients on the PAMM may be restricted from making any account transactions until the end of the following business day

下述签署人在此批准并确认至目前为止、及从此之后的任何经由上述交易代理人代签字而与 FXCM 进行的交易。签署人在此批准并确认将按照下述条件偿付佣金予交易代理人:

The undersigned hereby ratifies and confirms any and all transactions with FXCM heretofore and hereafter made by the aforesaid Trading Agent on behalf of or for the account of the undersigned. The undersigned hereby ratifies and confirms that he/she has agreed to pay commissions according to the following terms:

客户账户号码 (现有客户者, 必须填写)

Account Number (required for existing accounts) #

如属新账户, 请填 "NEW"

("NEW", if new account)

外汇交易佣金

Spot Currency Trading Commission

美元

US\$

每手单佣金

per lot round turn

期权交易佣金

Currency Options Trading Commission

美元

US\$

每笔期权交易佣金

per options transaction

或

OR

每笔期权交易之百分比

% of the premium paid for option

只有 FXCM 的经纪商才可以向客户收取佣金。

Commission may be applied to a managed account only if the Trading Agent is an Introducer of FXCM

(下接第廿二页, 请继续填写 **Page 22 Follows**)

因为外汇交易的风险因素很高，只有真正的“风险”资金可以用于这类交易。如果客户并无预留额外资金承受风险，客户不应在外币市场上交易。我明白我的交易代理有可能使用电子交易系统作交易，这样我需要承担如：使用电脑上或 FXCM 的报价系统所带来的风险。我同意接受承担这些风险，包括但不限于：机件故障，电脑失零，软件、通讯线路，系统和 / 或由第三者提供之不正确资讯。并无“安全”的交易系统，所有任何人都不能保证盈利或不受损失。事实上甚至任何人都不能保证限制损失到一定程度。

尽管客户将交易权授予他人，客户必须尽职地密切检查其账户的情况。FXCM 将向客户发送每一笔账户进行的交易，以及每笔交易完成后账户的盈亏报表。取代邮递交易确认函，FXCM 将向客户提供在任何时候用密码登录互联网上账户的途径。FXCM 将公布报表以显示分类账余额，账户的确切头寸，自上次报表以来所有清盘合约的净盈亏，以及盯市的所有开口头寸的净未实现盈亏。客户必须仔细审阅这些报表。如果客户有任何问题，必须立即联系 FXCM。

管理账户的交易授权仅在 FXCM 或获得授权的交易代理人得到书面撤销通知之后方可终止。因此，如果因为任何原因，客户有意撤销其已给予的交易授权，请牢记只有书面撤销才有效。

本项授权或赔偿条款将连续、始终有效，直至签署人以书面形式告知并送达 FXCM 有关营业所撤销通知，但上述撤销不影响在撤销之前开始的任何交易项下的义务。本授权和赔偿协议将适用于 FXCM 及其继承人和代理人的利益，以及交易者及其继承人和代理人的利益。

FXCM 不支持或担保介绍人所提供之服务。由于介绍人不是 FXCM 的职员或代理人，所以帐户持有人有责任在享用其服务前，尽一切应尽的努力适当验证、严格评估该介绍人。

Because the risk factor associated with trading in the foreign exchange market is high, only genuine "risk" funds should be used in such trading. If Trader does not have the extra capital the Trader can afford to lose, Trader should not trade in the foreign exchange market. I understand that my Trading Agent may use an electronic trading system to generate trades, which exposes me to risks associated with the use of computers, and data feed systems relied on by FXCM. I agree to accept such risks, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss. In fact no one can even guarantee to limit the extent of losses.

Even though the Trader granted trading authority to another, Trader should be diligent to closely scrutinize what transpires in the account. FXCM shall send Trader a confirmation of every trade made for the account, and a profit and loss statement showing the financial results of each transaction closed out for the account. In lieu of sending trade confirmation via postal mail, FXCM will provide Trader access to view his account at any time using the Internet with an online login. FXCM shall make statements available showing the ledger balance, the exact positions in the account, the net profit or loss in all contracts closed since the date of the last statement, and the net unrealized profit and loss in all open contracts figured to the market. Trader should carefully review these statements. If Trader has any questions, he will contact FXCM immediately.

The trading authorization over Trader's account terminates only upon written revocation by Trader or the Trading Agent holding the authorization. Therefore, if for any reason, Trader wishes to revoke the trading authorization, which Trader has given, please bear in mind that the Trader can only do so through written revocation.

This authorization and indemnity is a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to FXCM and delivered to FXCM at the office where the undersigned's account is carried, but such revocation shall not effect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of FXCM and that of FXCM's agents, successors and assigns. This authorization and indemnity shall further inure to the benefit of Trading Agent and of any successor Trading Agent, irrespective of any change or changes at any time in the personnel thereof for any causes whatsoever, and of the assigns of Trading Agent or any successor Trading Agent.

FXCM does not endorse or vouch for the services provided by the Referring Agent. Since Referring Agent is not an employee or agent of FXCM, it is the account holder's responsibility to perform necessary due diligence on the Referring Agent prior to using any of their services.

本签署人同意他/她理解并证明他们拥有签署本协议的财务资源，以及所有交易目的已被解释。下述签署人确认已经收到、阅读且理解上述有限委托授权，管理账户授权和风险披露。

\*中文译本仅供参考，文义如与英文本有歧异，概以英文本为准\*

The undersigned agrees that he/she understands and certifies that they have the financial resources to enter this Agreement and that all trading objectives have been explained. The undersigned acknowledges having received, read and understood the foregoing Limited Power-of-Authority, Managed Account Authorization and Risk Disclosure.

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

**主要账户持有人亲笔签署**  
**Primary Account Holder Signature** X \_\_\_\_\_  
 账户持有人名称正楷  
 Print Name \_\_\_\_\_  
 日期 (月 / 日 / 年)  
 Date (MM/DD/YYYY) \_\_\_\_\_  
 电子邮箱地址  
 Email Address \_\_\_\_\_

**联名账户持有人亲笔签署**  
**Joint Account Holder Signature** X \_\_\_\_\_  
 联名账户持有人名称正楷  
 Print Name \_\_\_\_\_  
 日期 (月 / 日 / 年)  
 Date (MM/DD/YYYY) \_\_\_\_\_

**交易代理人亲笔签署**  
**Trading Agent Signature** X \_\_\_\_\_  
 交易代理人名称正楷  
 Print Name \_\_\_\_\_  
 日期 (月 / 日 / 年)  
 Date (MM/DD/YYYY) \_\_\_\_\_

只供交易代理人填写  
 To be completed by Trading Agent ONLY

请选择其中一项：  
 Select One:

(LAMM)批组分配管理模式 - 为个别客户共同操盘  
 (LAMM)Lot Allocation Management Module

(PAMM)百分比分配管理模式 - 资金融合方式操作  
 (只适用于注册 CTA's 或合格的资金管理经理)  
 (PAMM)Percent Allocation Management Module



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Fax 传真号码：(852) 2119-0117  
E-mail 电邮地址：admin@fxcmasia.com  
Website 网址：www.fxcmasia.com/chinese

## 存款方法 FUND DEPOSIT METHODS

### 国际汇款 International Wire Transfers

收款人名称 Beneficiary Name:	Forex Capital Markets LLC
收款银行名称 Name of Beneficiary Bank:	Bank of America
收款人账户号码 Beneficiary Account Number:	9420391109
国际汇款代码 (收汇银行机构鉴定代码) SWIFT Code:	BOFAUS3N **如果汇款单上没有这一栏, 请直接在汇款单上收款银行地址栏填写 "SWIFT Code: BOFAUS3N"***
汇款附言 Message to Beneficiary:	如属现有客户请于电汇单据的参考栏或附言注明账户名称和交易账号。 汇款附言例子：“LI YOU FU (李有福), 010XXXXX”  如属新账户, 请于参考栏或附言注明您的姓名, 姓名请用英文或拼音准确拼写, 同时请您注明您的临时账户汇款编号。 汇款附言例子：“LI YOU FU (李有福), MFX12345”  For Further Credit to Client's Name and Account Number (or Client's Name and Temporary ID, e.g. "MFX12345" for New Accounts)

请将汇款收据传真到 (852) 2119-0117 或扫描后电邮到 admin@fxcmasia.com 行政部门收。  
Please fax the wire confirmation to (852) 2119-0117 or email to admin@fxcmasia.com

### 注意事项

- 您的临时账户汇款编号只作第一次汇款时使用, 请您在收到交易账户号码后, 在以后的汇款申请上的参考栏或附言注明您的名称和交易账户号码, 以此方便我们准确无误地把款项存入您的交易账户。
- 如使用国际信用卡汇款, 请到 <https://vpos.skipjack.com/Forex/FXCM/AccountInfo.html> (中国客户, 请与职员联络)
- **FXCM 不接受第三者存款。**
- 以上银行账户只供以美元为计算单位的交易账户。客户如存入其它货币类别, 收款银行会将其它货币转为美元, 当中可能收取一定的汇率差价。如果您要存入其它货币类别, 请到以下连接查询: <http://www.fxcm.com/depositing-bank-wire-int.jsp>
- FXCM 保留权利, 于任何时候, 通知或没有通知客户的情况下, 随时修改以上存款资料, 并将贴于本公司网站 [www.fxcm.com](http://www.fxcm.com)。请先浏览有关资料。
- 如有任何垂询, 欢迎致电 (852) 2119-0116, 传真 (852) 2119-0117 或电邮到 admin@fxcmasia.com 查询。

### IMPORTANT NOTE

- Please refer the temporary ID until you receive the trading account number.
- For credit card payment, please visit <https://vpos.skipjack.com/Forex/FXCM/AccountInfo.html>
- **FXCM does NOT accept THIRD PARTY funds.**
- Please note that the above account is for USD Denominated Accounts. Clients who deposit other currencies to this account may suffer a markup from Bank of America when converting the funds to USD. For other currencies, please visit: <http://www.fxcm.com/depositing-bank-wire-int.jsp>
- FXCM reserves the right to change the above Fund Deposit Methods from time to time, and at any time, with or without notice to Trader, by posting such changes on the [www.fxcm.com](http://www.fxcm.com) website. Please review the above information for any modification.
- For enquiry, please contact us at (852) 2119-0116, fax at (852) 2119-0117 or email to admin@fxcmasia.com.