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福汇 FXCM

电邮 E-mail: info@fxcmasia.com

传真 Fax: +44 808 101 4665

www.fxcm-chinese.com

有限授权委托书 LIMITED POWER OF ATTORNEY

下列账户持有人(以下简称为「交易人」)授权:

The undersigned account holder(s) ("Trader") authorises:

客户账号 (现有客户, 必须填写*)

Account Number (required for existing accounts*):

*如属新账户, 请填写阁下的临时账号

*Reference "Temporary ID" for New Accounts

交易代理人姓名

Trading Agent

, 其代理人、继任人和受让人 (以下统称为「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)

(交易代理人必须先填写一份客户交易协议书, 并经法务部审查。)

(Trading Agent should also complete a copy of the Client Agreement, subject to compliance review)

作为代理人 and 委托人, 通过买卖贵金属、外汇、差价合约以及 (只有当客户为英国居民时) 点差交易 (以下简称「保证金交易」) 或其他方式管理客户的账户和风险, 风险由签署人承担。客户特此同意, 对于福汇及其关联公司、雇员、代理人、继任人和受让人由此产生的所有负债、损失、损害、成本和费用, 包括律师费, 对其进行赔偿, 并使福汇及其关联公司、雇员、代理人、继任人和受让人不因此而受到任何损害。As agent and attorney-in-fact to manage the Client's account and risk through the purchase and sale of precious metals, FX, CFD's and, only if the Client is a UK resident, spread bets (the "Margin Transactions") or otherwise for the undersigned's account and risk. **The Client hereby 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, arising therefrom.**

福汇获得授权在下述签署人的福汇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。该等代理人并不是福汇的雇员, 仅作为客户的代理人事, 因此, 客户有责任要求交易代理人提供账户状况报表以及所有有关管理账户的各项资料, 且一经客户要求, 交易代理签署人有义务按照福汇所提供的报表功能向客户提供此类报表和账户资料。

FXCM is authorised to follow the instructions of the aforesaid agent in every respect concerning the Client's account with FXCM, except that said agent is not authorised to withdraw any money, securities, or other property either in the name of the undersigned or otherwise. **Such agents are not employees of FXCM, and act as agents for the Client, and as such, it is the Client's 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 Client's request, such account information and account statements using report features as provided by FXCM.**

上述代理人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) 在英国金融服务管理局 (FSA) 注册。

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 FSA.

管理模式类别: 交易代理人有自主权决定管理模式为百分比分配管理模式 (PAMM) 或批组分配管理模式 (LAMM)。若客户按照 PAMM 管理模式交易, 其任何账户交易 - 包括但不限于提款、存款、终止账户及撤销此有限授权委托书, 则有可能受限制, 直至于下一个工作日完结进行。根据已选定之管理模式, 客户可收到对其账户当天所发生活动的有限报告。保证金设定取决于交易代理人自主决定, 并由福汇审批。

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 including but not limited to withdrawals, deposits, account terminations, revocations of this Limited Power of Attorney, until the end of the following business day. Depending on management module selected, the client may receive limited intraday reports of the activity that occurred on the account. The margin setting is also at the discretion of the Trading Agent pending FXCM review.

因为保证金交易市场的风险因素很高, 只有真正的「风险」资金可以用于此类交易。如果客户并无预留额外资金承受风险, 客户不应在保证金交易市场进行交易。客户明白交易代理人有可能使用电子交易系统进行交易, 这样客户需要承担如: 使用电脑上网或福汇的数据输入系统所带来的风险。客户同意接受这些风险, 包括但不限于: 硬件故障、软件失灵、通讯线路或系统故障, 及/或第三方提供的外部数据不准确。并无设计「安全」的交易系统, 没有任何人可以保证盈利或不受损失。事实上甚至没有任何人可保证限制损失的程度。

Because the risk factor associated with trading in the Margin Transactions market is high, only genuine "risk" funds should be used in such trading. If the Client does not have the extra capital the Client can afford to lose the Client should not trade in the Margin Transactions market. The Client understands that the Trading Agent may use an electronic trading system to generate trades, which exposes the Client to risks associated with the use of computers, and data feed systems relied on by FXCM. The Client agrees 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.

尽管客户将交易权授予他人, 客户仍必须仔细地审核其账户的情况变化。福汇将向客户发送账户进行的每一笔交易以及账户的所有交易的确认函, 以及说明每笔交易完成后账户的盈亏报表。取代邮寄交易确认函及/或账户活动记录。福汇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。福汇将公布报表以显示该时期内账户的分类余额, 账户的确切头寸, 自上次报表以来所有持仓合约的净盈亏, 以及按市值计算的所有未平仓头寸的净未实现盈亏。客户必须每天仔细审阅这些报表。如果有任何问题, 客户必须立即与福汇联系。若客户发现报表上的记录与交易存在任何差异, 必须于二十四小时内以书面形式通知福汇。

Even though the Client granted trading authority to another, The Client should be diligent to closely scrutinise what transpires in the account. FXCM shall send the Client a confirmation of every trade made for the account and any transactions on 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 and/or account activity via postal mail, FXCM will provide Client 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 for the given period, and the net unrealised profit and loss in all open contracts figured to the market. The Client should carefully review these statements on a daily basis, and if the Client has any questions, he will contact FXCM immediately. Any discrepancies on account statements must be reported to FXCM, in writing, within 24 hours of its occurrence.

客户和交易代理人可随时透过书面或福汇网上服务通知福汇, 撤销或终止在客户账户上的交易权力。申请将于收到通知后一个工作天(以纽约收市时间计算并扣除银行假期)生效, 客户需为所有账户交易负责直至申请生效。如果福汇收到客户或交易代理人的该等书面通知, 福汇将告知本协议的另一方该项交易权力被撤销或终止。福汇也可根据其绝对酌情权, 以任何理由随时终止交易代理人在客户账户上的交易权力。如果福汇终止交易代理人在客户账户上的交易权力, 福汇会向客户和交易代理人发出书面通知。

The Client and Trading Agent may revoke or terminate the trading authority over the Client's account at any time only upon written notice to FXCM or via FXCM's online service, which shall only be effective at the close of business New York time one business day after receipt of such notice (excluding bank holidays) and Client shall remain responsible for all account activity until such effective time. In the event that FXCM receives such written notice from the Client or Trading Agent, FXCM will notify the other party to this agreement of the revocation or termination. FXCM may also terminate the Trading Agent's trading authorisation over the Client's account at any time for any reason in its sole discretion. In the event FXCM terminates the Trading Agent's trading authorisation over the Client's account, FXCM will provide written notice to both the Client and the Trading Agent.

上述授权或赔偿条款将连续、始终有效, 直至客户以书面形式告知并送达其撤销通知于福汇的客户开户办公所在地, 但上述撤销不影响在撤销之前开始的任何交易项下的债务。无论因任何原因产生人事变动或该交易代理人的受让人或任何继任人, 该授权和赔偿协议将有利于福汇及其继任人和代理人的利益, 以及进一步有利于交易代理人及其继任人的利益。

This authorisation and indemnity is a continuing one and shall remain in full force and effect until revoked by the Client by a written notice addressed to FXCM and delivered to FXCM at the office where the Client's account is carried, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorisation and indemnity shall inure to the benefit of FXCM and that of FXCM's agents, successors and assigns. This authorisation 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.

福汇并非赞同或担保介绍经纪商或交易代理人所提供之服务。由于介绍经纪商并不是福汇的雇员, 也不是福汇的代理人, 所以账户持有人有责任在享用介绍经纪商的服务之前, 尽一切应尽的努力适当验证、严格评估介绍经纪商或交易代理人。

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

客户特此批准并确认, 至目前为止, 及从此之后的任何经由上述交易代理人代表或为客户账户而与福汇进行的交易。客户特此批准并确认, 他/她已同意按照下列条款偿付下列佣金、管理费、利润分成、盈利摊分、介绍费、调查费及/或奖励 (个别及/或统称为「费用」)。
The Client 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 Client's account. The Client hereby ratifies and confirms that he/she has agreed to pay the following commissions, management, performance, profit sharing, referral, research, and/or incentive fees (each individually and/or collectively, the "Fees"): according to the following terms:

外汇交易佣金 _____ 每百万交易手数
 FX Trading Commission _____ per million traded round turn

管理费用 Management Fee

_____ % [提供百分比数目] <input type="checkbox"/> 每月 <input type="checkbox"/> 每季度 [选择其一]
_____ % [insert % amount here] <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly [Check One]

利润分成 Performance Fee

_____ % [提供百分比数目] <input type="checkbox"/> 每月 <input type="checkbox"/> 每季度 [选择其一]
_____ % [insert % amount here] <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly [Check One]

注意：每月或每季度分别收取费用直至并包括日历月或日历季度的最后一天。
 Note: Monthly or Quarterly fees are collected up to and including the last day of the calendar month or calendar quarter respectively.

交易代理人可能就交易收到以回佣或佣金形式的报酬。收取基于交易的报酬时将构成利益冲突，因为它可以奖励交易代理人，以作出更频繁的交易及创造更多的收入。
 This Trading Agent may receive transaction based compensation in the form of rebates or commissions. The receipt of transaction-based compensation constitutes a conflict of interest as it may create an incentive for the Trading Agent to trade the account more frequently in order to generate additional revenue.

仅在福汇备有适当文件的交易代理人方可向客户收取佣金。
Fees may be applied to a managed account only if the Trading Agent has appropriate documentation on file with FXCM.

在没有交易代理或客户的进一步方向或确认指示，福汇将在此配合上述的指示，除非另有书面通知。福汇将会作出合理的能力于每个月和/或每季的交易时间到期日支付交易代理。尽管有上述规定，如果客户要求从他/她的账户上提款和/或转账，而账户上并没有足够的资金可用来支付的交易代理，客户特此同意和了解这些要求或客户采取的其他行动可能无法全数地处理，并同意应继续有义务地支付交易代理任何根据客户和交易代理之间的客户协议上的应付款项。
 FXCM will hereby facilitate the above instructions without further direction or confirmation from the Trading Agent or client, unless otherwise notified in writing. FXCM will make reasonable efforts to credit the Trading Agent for the payments due for each monthly and/or quarterly trading period. Notwithstanding the foregoing, if the Client requests a withdrawal and/or transfer from his/her account, and there are insufficient funds available to pay the Trading Agent as a result of such request or other action taken by the client, the Client hereby agrees and understands that such request may not be processed for the full amount requested and agree that the client shall remain obligated to make payment to the Trading Agent for any payments due pursuant to the agreement between the client and the Trading Agent.

确认ACKNOWLEDGEMENT

客户同意，他/她/他们理解并证实已拥有为达成本协议所必需的财力资源，以及所有交易目的已被解释清楚。客户确认已经收到、阅读并理解上述有限委托授权和风险披露。
 The Client agrees that he/she/they understands and certifies that they have the financial resources to enter into this Agreement and that all trading objectives have been explained. The Client acknowledges having received, read and understood the foregoing Power-of-Attorney and incorporated risk disclosures.

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

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

主要账户持有人签名 Primary Account Holder Signature:	联名账户持有人签名 Joint Account Holder Signature:	交易代理人签名 Trading Agent Signature:
姓名正楷Print Name:	姓名正楷Print Name:	姓名正楷Print Name:
日期(日日/月月/年年): Today's Date (DD/MM/YYYY):	日期(日日/月月/年年): Today's Date (DD/MM/YYYY):	日期(日日/月月/年年): Today's Date (DD/MM/YYYY): 请选择其中一项 Select One: <input type="checkbox"/> LAMM批组分配管理模式-为客户个别操盘 <input type="checkbox"/> PAMM百分比分配管理模式-资金融合方式操作

只适用于受管理账户：为免导致处理程序上的延误，交易代理人亦必须填写客户交易协议书，并于福汇备案。

For Managed Accounts ONLY: To avoid delays in processing, the Trading Agent should also have a completed Client Agreement on file with FXCM.

若账户净值因提款或转账而低于可供管理的交易水平，该账户将从交易代理人的管理账户中移除。在存入新资金以用于重新连接账户至交易代理的情况下，请通知福汇。
 Any withdrawals or transfers from the account resulting in account equity falling below manageable trading level will result in the account no longer being mapped to the Trading Agent's account. In the event that additional funds are deposited to re-map the account to the Trading Agent, FXCM should be notified.

「管理费用」依照指定期间根据交易账户每日的最后平均交易账户资产净值计算(包括浮动利润或亏损)，而不考虑于其他时段的每日最后平均交易账户资产净值。
 The "Management Fee" is calculated based upon the ending daily average account equity (which includes floating profit/loss), for the given period without regard to the ending daily average account equity for any other time period.

「利润分成」依照指定期间根据超出基准的利润计算。就本协议的目的而言，「基准」定义为于账户有效期间在指定时段的净新高。最初的基准依照本协议生效日期的交易账户资产净值来计算，其中包括所有持仓和平仓头寸。利润根据指定期间相对上一个净新高，即前一新基准来决定，并考虑到最后之交易账户资产净值(包括所有持仓和平仓头寸)。
 The "Performance Fee" is calculated based upon the profit made for the given time period that exceeds the Benchmark(s). For the purpose of this agreement, a "Benchmark" is defined as the net new high for a given time period during the life of the account. The initial Benchmark will be based upon the current account equity (which includes all open and closed positions), as of the Effective Date of this agreement. Profit shall be determined by taking into consideration the ending account equity on all trading activity (which includes all open and closed positions), during the given time period relative to previous net new highs set from previous Benchmark(s).

福汇不会为因任何原因费用计算错误或拒付而承担任何责任。此管理账户费用授权确认将保持有效，直至下述签署人以书面形式终止为止。
 FXCM shall not be held responsible or liable for any miscalculation or non-payment of said Fees for any reason whatsoever. This payment authorization shall remain in effect until terminated in writing by the undersigned.

附加百分比分配管理模式(PAMM)的风险声明 Additional PAMM Disclosure
 根据客户交易协议书规定的结算日及持仓时段，客户和交易代理人确认，当系统处理任何调整时，交易代理人在客户账户的交易活动可能会受限制。当客户账户的交易活动被限制时，客户将会对此时因市场波动而可能为账户所带来的影响负责。During settlement and rollovers as provided for in the Client Agreement, Client and Trading Agent acknowledge that Trading Agent may be restricted from making any transactions in Client's account while the system performs any necessary adjustments. The Client will be responsible for the market movement during this time where the account may be restricted from trading activity.