



指示授權書 / 有限授權委託書 / 服務費通知書 (系統交易授權書)

LETTER OF DIRECTION / LIMITED POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION (Systems Trading Authorization)

賬戶持有人姓名 Account Holder's Name	程式供應商 My Program Provider: Tradency BVI
客戶號碼 Customer Account # (如有 if available):	交易賬戶號碼 Trader Account # (如有 if available) m1fx45805 / m1fx50259

下方簽署者已向 Forex Capital Market LLC (簡稱 "FXCM") 申請開立外匯 (簡稱 "外匯") 交易賬戶。本人已向 FXCM 提供由本人設計之交易系統、已購買 (或租借) 由第三者系統發展商開發之系統, 或已同意或授權 FXCM 使用由本人選擇並可能隨時由本人修改的交易建議服務或諮詢 (簡稱 "本人之程式")。本人確認, 本人已獲通知本人之程式所產生的交易額及其附帶的佣金, 以及對投資表現的影響。本人完全瞭解有關假設備份測試和即時跟蹤記錄對於預測未來表現的局限性。本人在此授權及指引 FXCM 根據本人之程式產生之交易訊號為本人賬戶進行交易。根據本人對開設賬戶所作出之考慮, 本人確認及同意以下條款及細則, 具體情況如下:

The undersigned has applied for a foreign exchange ("Forex") trading account with Forex Capital Market LLC ("FXCM"). I have provided FXCM a trading system of my own devise, have purchased (or leased) a system developed by a third party system developer, or have subscribed to and/or authorized FXCM to follow a trade recommendation service or hotline of my own selection ("My Program") which I may revise from time to time. I acknowledge that I have been apprised of the volume of trading and resulting commissions to be generated by My Program and the impact this may have on its performance. I fully understand the limitations of hypothetical back-testing and real-time track records in predicting future performance. I hereby authorize and direct FXCM to enter trades for my account in accordance with trading signals generated by My Program. In consideration of opening my account, I acknowledge and agree to the terms and conditions, as follows:

1. 本人完全明白交易訊號及建議均由本人之程式發出而並非發自於 FXCM。FXCM 的責任為付在商業上而言合理的能力以跟從由本人之程式所發出並由 FXCM 所接收的訊號及建議以進行交易。本人確認 FXCM 未曾誘發或以任何形式建議本人以本人之程式參與交易。本人已作出適當詢問及進行對本人之程式足夠的研究以作出明智的投資決定。FXCM 並無暗示或保證本人將因使用本人之程式而獲利。本人同意 FXCM 將不會為本人之程式之表現或因使用本人之程式進行交易而引致賬戶損失而被追究責任。I fully understand that the trading signals and recommendations are produced by My Program and not by FXCM and that FXCM's responsibility is to use commercially reasonable efforts to enter orders pursuant to the signals and recommendations generated by My Program and as received by FXCM. I confirm that FXCM has not solicited, or in any other way recommended, my participation in trading My Program with FXCM. I have made inquiries and conducted research into My Program sufficient to make an informed investment decision. FXCM cannot imply or guarantee that I will make a profit from My Program and I agree that FXCM will not be held responsible for My Program's performance or trading losses incurred in my account as a result of my trading pursuant to My Program.

2. FXCM 將會接受此表格為本人賬戶而訂的有限授權委託書, 並會根據本人之程式所發出的訊號而為本人的賬戶進行交易。據我所知, 根據本人之程式在外匯市場為本人賬戶進行買賣外匯交易, 將會根據本人所給予的有限授權而進行。據我所知, 本人的交易連接將由 Tradency 提供而並非由 FXCM 提供, 如本人選擇 Tradency BVI 為本人之程式的供應商。FXCM will accept this form as Limited Power of Attorney for my account and will enter orders for my account in accordance with the trading signals generated by My Program. I understand that spot Forex transactions in the Forex market as designated by My Program may be traded in my account in accordance with my grant of Limited Power of Attorney. I understand if I have selected Tradency BVI as my Program Provider my trading access will be provided by Tradency not FXCM.

3. 在下方簽署, 即表示本人給予 FXCM 有限授權委託以只作根據本人之程式所發出的訊號而為本人的賬戶進行交易之用。假若本人之程式為由第三者開發或發出的系統、交易建議服務或諮詢, 本人已安排由服務或諮詢提供者以傳真、電話, 或假如提供的為交易訊號, 於本人的賬戶執行。假如多於一位以上 FXCM 客戶使用與本人之程式相同的系統或服務, 本人確認 FXCM 可能使用封鎖指令以提升指令執行, 而在該情況下 FXCM 將使用公平而有系統的指令執行方法。本人明白及確認 FXCM 將只會負責根據本人之程式而及時地以商業上而言合理的能力執行指令。FXCM 將不會因技術上或通訊線路失誤、系統、資料資料失誤或其他不受控制之原因負責。本人確認 FXCM 在 "恕不負責" 的原則 (即 FXCM 將不會為已跟從指定價格或其他指令而執行的交易而被追究責任) 上只可接受及執行真正接收到或已發出的指令。

By signing below, I grant Limited Power of Attorney in favor of FXCM solely for the purpose of entering orders in accordance with the signals generated by My Program. If My Program is a third-party developed system, trade recommendation service or hotline, I have arranged for the originator of the service or hotline to transmit by facsimile, telephone, or otherwise, the trade signals to be executed for my account. If more than one FXCM client is using the same system or service as My Program, I acknowledge FXCM may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. I understand and acknowledge that FXCM will only be responsible for using its commercially reasonable efforts to execute, in a timely fashion, the signals generated by My Program. FXCM shall not be responsible for mechanical or communication line failure, system errors, data failure or any other causes beyond its control. I acknowledge that FXCM can accept execute orders only if actually received or generated and then on a "not held" basis (i.e. FXCM shall not be held responsible for the execution of the order at the price indicated or otherwise).

4. 在考慮到本人使用本人之程式時, 本人在此批准於本人賬戶中扣除以下費用金額: In consideration for my use of My Program, I hereby authorize my account to be debited in the following amounts:

系統交易租約 Systems Trading Lease	美元 US\$	<u>0</u>	.00 per	<u>mini lot</u>
系統交易佣金 Systems Trading Commission	美元 US\$	<u>1</u>	.00 per	<u>mini lot</u>

5. 本人瞭解外匯交易的投機性質及其高風險特性。本人已被提供了用於本人之程式中所運用思路、技術及交易界限。如該系統由第三者開發、或交易建議服務及熱線諮詢為第三者提供, 本人亦已明白其交易界限。本人有足夠機會並已為本人賬戶之運作模式作出提問。本人確認本人並非從 FXCM 購買本人之程式, 唯 FXCM 可能作為中間人為本人購買或租借本人之程式。本人明白市場上並不存在免於虧損風險的交易系統或建議服務。FXCM 並不暗示或保證本人將會獲利。本人亦同意 FXCM 或其他負責人員、董事、員工、顧問、代理人或附屬人士均不會為本人之程式的表現或本人賬戶之虧損而被追究責任。I am aware of the speculative nature and high risks associated with Forex trading. I have provided the ideas, techniques and trading parameters used in My Program or, if it is a third-party developed system or trade recommendation service or hotline, I understand its trading parameters. I have had the opportunity to ask questions on how my account will be handled. I acknowledge that I have not purchased My Program from FXCM although it may have acted as my agent in the purchase or lease of My Program. I understand that there is no trading system or recommendation service that is free from the risk of loss. FXCM does not imply or guarantee that I will make a profit and I agree that neither FXCM nor any of its officers, directors, employees, consultants, agents or affiliates will not be held responsible for the performance of My Program or trading losses in my account.

6. 本人明白使用本人之程式所發出的交易訊息將使本人蒙受使用電腦及依賴於 FXCM 所使用的資料接收系統的相關風險。本人同意接受此風險, 當中可能包括, 但並不限於, 硬體、軟體或通訊線路或系統失誤或及由第三者商家提供的不準確外界資料並同意在本人賬戶因此等原因虧損時 FXCM 將免於承擔責任。假如出現缺席恣意或恣意行為不當及操守而引致的故障或失誤, FXCM 或其他負責人員、董事、員工、供應商、代理人、相關人士或 FXCM 人員均不負任何責任。

I understand that using My Program to generate trading signals 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 and further agree to hold FXCM harmless from any losses in my account associated with these risks. Absent willful or wanton misconduct, neither FXCM nor any of its officers, directors, vendors, employees, agents, associated persons or FXCM personnel will be liable for any such breakdown or failure.

7. FXCM 可能付諸行動根據此授權書賦予的權力, 直至本人以書面通告撤銷此權力, 並將該書面通告遞交于 FXCM 方可生效。本人將為當撤銷權力時的在本人賬戶的持倉負責。本人亦允許 FXCM 於授權委託終止時為該持倉執行抵銷指令。FXCM may act upon the authority given by this letter of direction until I revoke the authority by written notice addressed and actually delivered to FXCM. I shall be responsible for any open lots in my account at the time that I revoke the authority and I shall permit FXCM to execute offsetting orders for such lots.

8. FXCM 將為本人提供網上登入資料讓本人能在任何時間在互聯網上查閱賬戶以代替用郵寄方式向本人發出交易確認。FXCM 將在月結單上提供自上次月結單最後一天起的眼目結餘、賬戶內的確實持倉、所有合約的淨利潤或虧損。本人將仔細審查該月結單。如有疑問，本人將立即聯絡 FXCM。

In lieu of sending trade confirmation via postal mail, FXCM will provide me with access to view my account at any time using the Internet with an online login. FXCM shall make statements available to me 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. I will carefully review these statements. If I have any questions, I will contact FXCM immediately.

9. 本人同意，假如並無故意或恣意行為不當，FXCM 或其他負責人員、董事、員工、顧問、代理人或分支機構將不會為任何行動或在或有關本人以本人之程式進行交易時的不良行為而被追究法律責任。本人將彌償因此指令書及有限授權委託書而使用本人之程式而引致之所有損失及/或負債給予 FXCM，其主要人員、負責人員、董事、員工、代理人、繼承人及/或受讓人（包括及理的律師費及/或會計師費），唯賠償只適用於沒有法律裁決決定該負債是由於 FXCM 的疏忽或輕率行為或故意的行為不當，而且該引致負債的行為並不基於實際操作或合理的是為本人賬戶的最佳利益而行。

I agree that, in the absence of willful or wanton misconduct, neither FXCM nor any of its officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission in the course of or in connection with my participation in My Program. I shall indemnify FXCM, its principals, officers, directors, employees, agents, successor and/or assigns from all losses and/or liability (including reasonable attorney's and/or accountant's fees) incurred or resulting from this Letter of Direction and Limited Power of Attorney to execute My Program, provided that there has been no judicial determination that such liability was the result of gross negligence or recklessness or intentional misconduct by FXCM, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of my account.

10. 本人亦明白由於外匯市場交易風險因素高，故只有真正的風險資本方應用於此類交易。不具備額外資本的賬戶持有人有可能蒙受全部損失，故不適宜在外匯市場交易。到目前為止並無任何“安全”的交易系統，而且無人能保證獲利或不能蒙受虧損。事實上，無人能保證可將虧損限制在一定程度內。

I am also aware that because the risk factor is high in Forex market trading, only genuine "risk" funds should be used in such trading. Account holders that do not have the extra capital that may be subject to a total loss, should not trade in the Forex market. 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.

11. 有關於本人在Forex Capital Markets, LLC, (簡稱“FXCM”)的外匯交易賬戶，下述簽署賬戶持有人謹此認可和確認他/她同意根據以下條款為提供服務者或機構支付酬金。

In connection with my foreign exchange (“FX”) trading account carried by Forex Capital Markets, LLC, (“FXCM”), the undersigned Account Holder hereby ratifies and confirms that he/she has agreed to be charged and to compensate the person or entity named below for services rendered in accordance with the following terms.

FXCM 茲授權從賬戶持有人之賬戶內扣除以下服務費並支付此費用予下列服務供應商(簡稱“提供商”)。費用從屬但不限於佣金、介紹費、調查費、推薦費、戰略費及/或圖表費。FXCM is hereby authorized to deduct from Account Holder's account and pay to the Service Provider (“Provider”) named below, fees pertaining, but not limited to commission, referral, research, recommendation, strategies and/or charts.

服務供應商 Service Provider

Forex System Selector

管理費用 Management Fee:

0 %
 每月 Monthly 每季 Quarterly

提供百分比數目 [insert % amount here]

一次性 One-Time 選擇其一 [Check One]

無論是按每月還是按每季收取，以上所提及的費用都會結算至分別為每月的最後一天及每季的最後一天。

Note: Monthly or Quarterly fees are collected up to and including the last day of the calendar month or calendar quarter, respectively.

利潤分成 Performance Fee:

0 %
 每月 Monthly 每季 Quarterly

提供百分比數目 [insert % amount here]

一次性 One-Time 選擇其一 [Check One]

注：無論是按每月還是按每季收取，以上所提及的費用都會結算至分別為每月的最後一天及每季的最後一天。

Note: Monthly or Quarterly fees are collected up to and including the last day of the calendar month or calendar quarter, respectively.

供應商名稱 Provider Name:

Tradency BVI

供應商地址 Address of Provider:

除另行書面通知，FXCM 於未獲得交易代理人或客戶進一步指示或確認下茲將促使前述指令的執行。FXCM 將作出合理的努力，將每個月份及/或季度交易期應付費用支付予供應商。儘管有前述規定，若本人要求從本人之賬戶提款及/或轉撥款項，而該要求或其他行動導致資金不足夠支付給供應商，則本人謹此同意，並理解該項要求或未能按指定金額全數處理，兼且同意本人仍然有義務，根據本人與供應商之間的協議，向供應商支付任何到期費用。

FXCM will hereby facilitate the above instructions without further direction or confirmation from the Provider or client, unless otherwise notified in writing. FXCM will make reasonable efforts to credit the Provider for the payments due for each monthly and/or quarterly trading period. Notwithstanding the foregoing, if I request a withdrawal and/or transfer from my account, and there are insufficient funds available to pay the Provider as a result of such request or other action taken by me, I understand that such request may not be processed for the full amount requested and agree that I shall remain obligated to make payment to the Provider for any payments due pursuant to the agreement between me and the Provider.

「管理費用」及「利潤分成」依照指定期間根據交易賬戶最後之交易賬戶資產淨值計算(包括浮動利潤或虧損)，而不顧於其他期間之最後交易賬戶資產淨值。依照指定期間根據超出基準的利潤計算。

The “Management Fee and Performance Fees” are calculated based upon the ending account equity (which includes floating profit/loss), for the given period without regard to the ending account equity for any other time period.

FXCM 不得為任何費用計算錯誤或拒付等任何理由而承擔任何責任。此項服務的授權確認將繼續有效，直如下述簽署人以書面要求終止。

FXCM shall not be held responsible or liable for any miscalculation or non-payment of said Fees for any reason whatsoever. This service authorization shall remain in effect until terminated in writing by the undersigned.

確認 Acknowledgement

本簽署人同意他/她/他們理解並證實他們已擁有為達成本協議所必要的財力資源，以及所有交易目標已被解釋清楚。下述簽署人確認已經收到、閱讀且理解上述指示授權書，有限委託授權，管理賬戶授權並納入風險披露。

The undersigned agrees that he/she/they 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 Letter of Direction, Limited Power-of-Attorney, Service Authorization And incorporated risk disclosure.

中文譯本僅供參考，文義如與英文本有歧異，概以英文本為準 *In the event of any inconsistency between the English and Chinese versions, the English version shall prevail*

主要賬戶持有者姓名正楷

Print Name of Account Holder

授權簽署人簽署

Authorized Signatory

授權簽署人姓名正楷

Print Name of Authorized Signat

日期(月/日/年)

Date (MM/DD/YYYY)

聯名賬戶持有者姓名正楷

Print Name of Joint Account Holder

授權簽署人簽署

Authorized Signatory

授權簽署人姓名正楷

Print Name of Authorized Signator

日期(月/日/年)

Date (MM/DD/YYYY)