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福匯亞洲有限公司 FXCM Asia Limited

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**LETTER OF DIRECTION / SERVICE FEE AUTHORISATION 指示授權書/服務費授權書**

**(Systems Trading Authorisation) (系統交易授權書)**

<b>Account Holder's Name 賬戶持有人姓名:</b>	<b>My Program Provider 本人之程式供應商:</b>
	<b>Tradency</b>
<b>Customer Account # (if available) 客戶號碼(如適用):</b>	<b>Trader Account # 交易賬戶號碼:</b>
	hk13372

The undersigned has applied for a foreign exchange ("Forex") trading account with FXCM Asia Limited ("FXCM"). I acknowledge that I have requested to utilize a purchased (or leased) system developed by a third party system developer and/or authorised FXCM to follow trade instructions of my own selection ("My Program") which I may revise from time to time. I understand that My Program provider is not an employee or agent of FXCM. 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 authorise 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: 下方簽署者已向 FXCM Asia Limited (簡稱「FXCM」)申請開立外匯交易賬戶。本人確認要求運用已購買(或租借)由第三者系統發展商開發之系統，或已授權 FXCM 跟從由本人選擇並可能隨時由本人修改的交易指示 (簡稱「本人之程式」)。我明白本人之程式供應商不是 FXCM 的僱員或代理人。本人確認已獲悉本人之程式所產生的交易額及其所產生的佣金，以及其對表現的影響。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。本人在此授權及指示 FXCM 根據本人之程式產生之交易訊號為本人賬戶輸入交易。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：

1. I fully understand that the trade instructions 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 trade instructions 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. 本人完全明白交易指示由本人之程式發出而並非由 FXCM 發出。FXCM 的責任為使用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 所接收的指示輸入指令。本人確認 FXCM 未曾招攬或以任何形式建議本人參與以本人之程式與 FXCM 交易。本人已作出詢問及進行對本人之程式研究，足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本人根據本人之程式進行交易而引致賬戶損失負上責任。

2. 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 this Letter of Direction. I understand that my trading access will be provided by my Program Provider and not by FXCM. The margin setting will be set in accordance to all applicable regulations. 本人明白，根據本人所同意的此指示授權書，由本人之程式所指定的在外匯市場的現貨外匯交易或許於本人賬戶交易。本人明白本人的交易連接將由本人之程式供應商提供而並非由 FXCM 提供。保證金將會根據所有適當的規則而設定。

3. By signing below, I grant authority to FXCM and give consent solely for the purpose of entering orders in accordance with the signals generated by My Program. I further provide FXCM authority to release relevant client information to Program Provider. If My Program is a third-party developed system, trade 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 and 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). 在下方簽署，即表示本人授權予 FXCM 並給予同意，其目的專為根據本人之程式所發出的訊號而為本人的賬戶輸入指令。本人進一步授權 FXCM 透露相關的客戶資料予本人之程式供應商。假若本人之程式是第三者所開發的系統、交易服務或諮詢，本人已安排服務或諮詢提供者以傳真、電話、或其他方式傳送交易訊號，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 可能輸入大額買賣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分配方法。本人明白及確認 FXCM 將只會負責使用就商業而言合理的努力及時地執行本人之程式產生的指令。FXCM 將不會因機械上或通訊線路故障、系統錯誤、數據故障或其他不受其控制之原因負責。本人確認 FXCM 在「恕不負責」的原則 (即 FXCM 將不會為在指定或其他價格執行的交易而負上責任)上只可接受及執行真正接收到或已發出的指令。

4. In consideration for my use of My Program, I hereby authorise my account to be debited in the following amounts: 考慮到本人使用本人之程式，本人在此授權於本人賬戶中扣除以下金額：

**Systems Trading Fee: USD \$100.00 per million round turn.**  
**系統交易費用: 每百萬手來回收取 100 美元**

5. 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 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 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 be held responsible for the performance of My Program or trading losses in my account. 本人瞭解外匯交易的投機性質及其高風險特性。本人已提供用於本人之程式中所運用的思路、技術及交易參數，或如該系統由第三者開發、或交易服務及熱線諮詢由第三者提供，本人亦已明白其交易參數。本人有機會就如何處理本人的賬戶作出提問。本人確認本人並非從 FXCM 購買本人之程式，儘管 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服務。FXCM 並不暗示或保證本人將會獲利。本人亦同意 FXCM 或其負責人員、董事、員工、顧問、代理人或分支機構均不會為本人之程式的表現或本人賬戶之虧損而負上責任。

6. 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. 本人明白使用本人之程式所發出的交易訊息將使本人暴露於使用電腦及 FXCM 所依賴的數據接收系統的相關風險。本人同意接受該風險，當中可能包括，但並不限於，硬體、軟體或通訊線路或系統故障或/及由第三者供應商提供的不準確外部資料輸入並進一步同意 FXCM 不會因為與此等風險所相關的本人賬戶虧損而受損害。在欠缺故意或惡意的不當行為，FXCM 或其負責人員、董事、供應商、員工、代理人、相關人士或 FXCM 人員均不會為該故障或失靈負上法律責任。

7. 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. This revocation of authority should be delivered by submitting FXCM's "Revocation of Letter of Direction" form. FXCM may also terminate the authorisation over the account at any time for any reason in its sole discretion. In the event that FXCM terminates the trading authorisation over my account, FXCM will provide me with written notice. I shall be responsible for any open lots in my account at the time that I revoke the authority or such authority is terminated by FXCM. I shall permit FXCM to execute offsetting orders for any open lots in my account at the time the Letter of Direction is terminated. FXCM 可按照本指示授權書所賦予的權力行動，直至本人以書面通知，並遞交和確實交付該書面通知於 FXCM 撤銷該權力。閣下需向 FXCM 交付 FXCM 的「撤銷指示授權書」以撤銷此權力。FXCM 也擁有自行決定權可能因任何原因隨時終止該賬戶之授權。如 FXCM 終止賬戶的交易授權，FXCM 將提供書面通知。本人將為撤銷權力時或由 FXCM 終止該授權時在本人賬戶的未平倉合約負責。本人亦允許 FXCM 於指示授權書終止時為本人賬戶的未平倉合約執行抵銷指令。

8. In lieu of sending statement of account via postal mail, FXCM will provide me with the statement of account via email to the email address last registered with FXCM. FXCM shall make statements available to me showing the ledger balance, the exact positions in the account, the margin requirement, the rollover interest credited or debited, the net profit or loss in all contracts closed since the date of the last statement, and the net unrealised 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. FXCM 將發送賬戶結單至閣下最後於 FXCM 登記的電郵地址，以代替用郵寄方式向本人發出賬戶結單。FXCM 將在結單上提供自上次結單最後一天起的賬戶結餘、賬戶內的確實持倉、保證金要求、支付或收取的過夜利息、所有已平倉合約的淨利潤或虧損，和所有未平倉合約按市值計算的淨未實現利潤或虧損。本人將仔細審查該等結單。如有疑問，本人將立即聯絡 FXCM。

9. 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 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. 本人同意，在欠缺故意或惡意不當行為，FXCM 或其負責人員、董事、員工、顧問、代理人或分支機構將不會為任何在本人參與本人之程式期間或與其相關之行為或疏忽而負上法律責任。本人將彌償因此指示授權書以執行本人之程式而產生或引致之所有損失及/或法律責任給予 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 (包括合理的律師費及/或會計師費)，唯賠償只適用於沒有法律裁決決定該法律責任是由於 FXCM 的嚴重疏忽或輕率或故意的行為不當，而且該引致法律責任的行為並不基於實際和合理相信為本人賬戶的最佳利益而行。

10. 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. 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。不具備可全部損失的額外資本的賬戶持有人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蒙受虧損。事實上，無人能保證可將虧損限制在一定程度內。

11. In connection with my foreign exchange ("FX") trading account carried by FXCM Asia Limited ("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. 有關於本人在 FXCM Asia Limited (簡稱「FXCM」) 的外匯交易賬戶，下述簽署賬戶持有人謹此正式批准和確認他 / 她同意根據以下條款為提供服務者或機構支付酬金。

FXCM is hereby authorised 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, trading services, strategies and/or charts. FXCM 在此被授權從賬戶持有人之賬戶扣除並支付費用予下列服務供應商 (簡稱「供應商」)，費用從屬但不限於佣金、介紹、研究、交易服務、策略及/或圖表。

**Services Provided 服務供應商:** Mirror Trader

**Provider Name 供應商名稱:** Tradency BVI

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. 除另行書面通知，FXCM 於沒有交易代理人或客戶進一步指示或確認下在此將促使前述指令。FXCM 將作出合理努力，將每月份及/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/或轉賬，而該要求或其他本人所作出的行動導致資金不足夠支付給供應商，本人同意該項要求或許未能按指定金額全數處理，而且本人同意仍然有義務，根據本人與供應商之間的協議，向供應商支付任何應付費用。

## ACKNOWLEDGEMENT 確認

The undersigned 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 undersigned acknowledges having received, read and understood the foregoing Letter of Direction, Service Authorisation, and incorporate risk disclosures. 下述簽署人同意他/她/他們理解並證實他們擁有財力資源以達成本協議，以及所有交易目標已被解釋。下述簽署人確認已經收到、閱讀且理解上述指示授權書、服務授權並納入風險披露。

<b>Print Name of Account Holder 主要賬戶持有人姓名正楷</b>	<b>If Joint Account 聯名賬戶適用: Print Name of Joint Account Holder 聯名賬戶持有人姓名正楷</b>
<b>Authorised Signatory 授權簽署人簽署</b>	<b>Authorised Signatory 授權簽署人簽署</b>
Today's Date (MM/DD/YYYY) 日期(月/日/年):	Today's Date (MM/DD/YYYY) 日期(月/日/年):