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**Limited Liability Company Resolution (Required for LLC's Only)**

The undersigned being the manager (or managing members) of \_\_\_\_\_, a limited liability company formed under

the laws of the State of \_\_\_\_\_ ("Company"), do hereby certify that the following resolutions were, or hereby are, duly adopted in accordance with the procedures set forth in the limited liability agreement of the Company and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Resolution**

(1) Resolved that

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Each of them or such other person as this Company 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 other FXDD offered commodities for the account and risk of this Company through and with FXDD, 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 FXDD for the purpose of FXDD's carrying, clearing, and settling all foreign currency and/or other FXDD offered commodities transactions undertaken by the Company;
- (b) To buy and sell foreign currency and/or other FXDD offered commodities 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 for the purchase or sale of foreign currency, and/or other FXDD offered commodities, 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 FXDD for the execution of foreign currency and/or other FXDD offered commodities transactions on behalf of the Company on any marketplace FXDD is permitted to effect transactions on;
- (g) To pay FXDD all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by FXDD formative to time as margin or equity for the Company's account;



- (h) (h) To settle, compromise, adjust and give release on behalf of this Company with respect to any and all claims, disputes and controversies;
- (i) (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) Let it be further resolved that it is in the best interest of the Company to have its account(s) for the purchase and/or sale of foreign currencies and/or other FXDD offered commodities cleared and carried by FXDD and for FXDD to arrange for the execution of foreign currencies and/or other FXDD offered commodities transactions which are not executed by the Company directly;

(3) Resolved that FXDD may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Company directly, and that in the event of any change in the office or powers or persons hereby empowered, the above names representatives shall certify such change to FXDD 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) Further Resolved, that in order to induce FXDD to act as Agent on behalf of the Company, the execution and delivery of an Account Application, Customer Agreement, Risk Disclosure Statement, and other documents appropriate to induce FXDD to act as Agent, (copies of which have been presented to this meeting and will be filed with the records of the Company) by any officer of the Company are hereby authorized; and the officers of the Company are hereby directed to execute such Agreements by and on behalf of the Company and to deliver the same to FXDD;

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to FXDD by the above-names representatives of the Company pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by FXDD.

(6) Further Resolved, that the Company agrees to indemnify and hold harmless FXDD 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 Company and FXDD shall not have been fully performed by the Company;

(7) Further Resolved, that the above names representatives be and hereby are authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to FXDD and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as FXDD received 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 Company) until notice of revocation or modification is given in writing to FXDD or its successors or assigns.

**Limited Liability Company Resolution (cont'd)**

I further certify that the foregoing resolutions have not been modified or rescinded and are now in full force and effect and that the Company has the power under its governing instruments 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.

\_\_\_\_\_  
Signature of Manager (or managing members)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Manager (or managing members)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Manager (or managing members)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date (MM/DD/YYYY)

## Personal Guarantee

This Guarantee is made by the undersigned ("Guarantor", in favor of FXDD in order to induce FXDD to enter into a Client Agreement between

FXDD and \_\_\_\_\_, a Partnership organized under the laws of \_\_\_\_\_, ("Client").

In consideration of the opening of a corporate account for Client, FXDD 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 FXDD 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 FXDD 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 FXDD 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 FXDD, and further provided that any such assignment by Guarantor, as consented by FXDD, 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\_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

For Limited Liability Company (LLC) ONLY: In addition to the Client Agreement, please be sure to submit the following:

- (1) Articles of Organization from local registry
- (2) Identification for signing members (i.e. copy of passport or driver's license); and
- (3) Proof of Address (i.e. copy of utility bill or bank statement)

Please fax a signed copy to: +1.212.937.3845, or sign and scan a copy to [sales@fxdd.com](mailto:sales@fxdd.com)