



# PARTNER APPLICATION

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## Partner Application – Individual / Joint

**This Application must be completed in full or it will not be processed.** GAIN Capital/FOREX.com will not disclose, share or sell your personal information with/to third parties. Please type or print clearly. When you have completed the application, please submit it by facsimile at **(908) 731-0777** indicating **ATTN: New Accounts**.

### ACCOUNT INFORMATION

Name to Appear on Account: \_\_\_\_\_

Account Mailing Address (complete only if different than home address)

Address: \_\_\_\_\_ Apartment/Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone number for account transaction information: \_\_\_\_\_

E-mail Address (this will be our primary method of contacting you): \_\_\_\_\_

Select a password for your Account: \_\_\_\_\_

6 character minimum (should contain letters and numbers). Remember your password; you will need it to log in to your account.

### PERSONAL INFORMATION (PRIMARY APPLICANT)

Full Name: \_\_\_\_\_ Date of Birth(MM/DD/YYYY): \_\_\_\_\_

Social Security or Tax ID #: \_\_\_\_\_

Home Address (P.O. boxes not accepted): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

U.S. Citizen?  YES  NO If NO, which country? \_\_\_\_\_

### PERSONAL INFORMATION (CO-APPLICANT IF APPLICABLE)

Full Name: \_\_\_\_\_ Date of Birth(MM/DD/YYYY): \_\_\_\_\_

Social Security or Tax ID #: \_\_\_\_\_

Home Address (P.O. boxes not accepted): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

U.S. Citizen?  YES  NO If NO, which country? \_\_\_\_\_

### ADDITIONAL INFORMATION (REQUIRED) *Please answer for each applicant*

Are you employed by a registered broker/dealer?  YES  NO

If yes, please provide Company Name: \_\_\_\_\_

Are you employed by a Futures Commission Merchant (FCM)?  YES  NO

If yes, provide Company Name: \_\_\_\_\_

Are you a member of regulatory or governmental body?

YES  NO

Name of Regulator or Governmental Body: \_\_\_\_\_

Registration/ ID Number: \_\_\_\_\_

Were you ever charged or convicted of a felonious crime which would potentially disqualify you from registration with any regulatory agency?

YES  NO

If yes, please explain \_\_\_\_\_

**ADDITIONAL DOCUMENT REQUESTS**

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- NON- US Applicants
  - Government Issued Photo Identification
  - Address Confirmation Document
- Introducing Broker Agreement/ Authorized Trader Agreement will be requested upon approval of the application.

**OATH OR AFFIRMATION**

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By signing this form you agree the information provided is complete, correct and truthful. GAIN Capital and/or FOREX.com is not responsible for any information incorrectly disclosed to us. All changes must be promptly reported to us. By signing below, you attest that as long as the account at GAIN Capital and/or FOREX.com is active, the information you provided herein will remain accurate or you will promptly notify us in order to update our records. This application form is intended solely for the purpose of providing a Control Account to the applicant who has entered an Introducing Broker, Authorized Trader, Co-Brand Agreement and/or White Label Agreement (the "Agreements") with Gain Capital Group, LLC. The undersigned understands and agrees the Control Account does not allow for trading capabilities and is provided solely for GAIN Capital and/or FOREX.com to provide payment of compensation as agreed under the terms of the Agreements.

Name of Primary Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name of Co – Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Partner Entity Account Application

**This Application must be completed in full or it will not be processed.** GAIN Capital/FOREX.com will not disclose, share or sell your personal information with/to third parties. Please type or print clearly. When you have completed the application, please submit it by facsimile at **(908) 731-0777** indicating **ATTN: New Accounts**.

### ACCOUNT INFORMATION

Name to Appear on Account: \_\_\_\_\_

Account Mailing Address
Address: _____ Apartment/Suite: _____
City: _____ State: _____ Zip: _____ Country: _____

Person to Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail Address (this will be our primary method of contacting you): \_\_\_\_\_

Select a password for your Account: \_\_\_\_\_

6 character minimum (should contain letters and numbers). Remember your password; you will need it to log in to your account.

### COMPANY INFORMATION

Name of Entity: \_\_\_\_\_

Entity Type: Corporation  LLC  Partnership  Other  \_\_\_\_\_

Trade Names: \_\_\_\_\_

Jurisdiction (State or Country) of Incorporation: \_\_\_\_\_

Tax ID # (if US): \_\_\_\_\_

Address (P.O. boxes not accepted): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Years in Business: \_\_\_\_\_

List all business locations. *Attach separate sheet if necessary:* \_\_\_\_\_

\_\_\_\_\_

What products/services do you sell or provide? \_\_\_\_\_

\_\_\_\_\_

Please provide a detailed explanation of the entity's core business activities and sources of revenue.

\_\_\_\_\_

### COMPANY INFORMATION (REQUIRED)

Is the business entity a member of regulatory or governmental body?  YES  NO

Name of Regulator or Governmental Body: \_\_\_\_\_

Registration/ ID Number: \_\_\_\_\_

Were you or any senior corporate officer/principal ever charged or convicted of a felonious crime which would potentially disqualify you from registration with any regulatory agency?  YES  NO

If yes, please explain \_\_\_\_\_

**BENEFICIAL OWNERS**

Provide a list of all of the beneficial owners including ownership percentage for each. Should equal 100%:

NAME	OWNERSHIP %
<b>TOTAL</b>	<b>100%</b>

**PRINCIPALS, OFFICERS, AND AUTHORIZED TRADERS** (*Attach separate sheet if necessary*) SSN required if US

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Position: \_\_\_\_\_

**OATH OR AFFIRMATION**

By signing this form you agree the information provided is complete, correct and truthful. GAIN Capital and/or FOREX.com is not responsible for any information incorrectly disclosed to us. All changes must be promptly reported to us. By signing below, you attest that as long as the account at GAIN Capital and/or FOREX.com is active, the corporate entity will remain active in the jurisdiction in which it was registered. This form is intended solely for the purpose of providing a Control Account to the applicant who has entered an Introducing Broker, Authorized Trader, Co-Brand Agreement and/or White Label Agreement (the "Agreements") with Gain Capital Group, LLC. The undersigned understands and agrees the Control Account does not allow for trading capabilities and is provided solely for GAIN Capital to provide payment of compensation as agreed under the terms of the Agreements.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## Individual/Joint Document Requests

- NON- US Applicants
  - Government Issued Photo Identification
  - Address Confirmation Document
- Introducing Broker Agreement/ Authorized Trader Agreement will be requested upon approval of the application
- A bank statement from a joint bank account is required for all joint applicants

## Entity Document Requests

- Organizational chart by legal entity including parent, sister, and subsidiary entities
- Most recent audited and/or unaudited balance sheet
- Introducing Broker Agreement/ Authorized Trader Agreement
- Additional documents based on entity type
  - If Corporation or LLC, see Section A below
  - If a Partnership, see Section B below
  - If a Sole Proprietorship, see Section C below

### A. CORPORATION/LLC

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- Corporate Resolutions
- Articles of Incorporation/Organization
- Personal Verification for all Officers/ Principals
  - US Residents: Photo ID or SSN
  - Non- US Residents: Photo ID

### B. PARTNERSHIP

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- Corporate Resolutions of Partnership
- Certificate of Formation
- Partnership Agreements
- Personal Verification for all partners
  - US Residents: Photo ID or SSN
  - Non- US Residents: Photo ID

### C. SOLE PROPRIETORSHIP

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- Affidavit of Sole Proprietorship
- Formation Document
- Personal Verification for the Sole Proprietor
  - US Residents: Photo ID or SSN
  - Non- US Residents: Photo ID

**Corporate Addendum – Certified Corporate Resolutions**

\_\_\_\_\_  
*Print Name of Corporation*

**SECRETARY'S CERTIFICATE**

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 Corporation (the Board), held in accordance with its governing instruments on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was at all times present and acting, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded or revoked and do not conflict with any of the provisions of the governing instruments of the Corporation.

(1) **RESOLVED:** The Board has determined it is in the best interests of the Corporation to enter into an Introducing Broker Agreement, Service Agreement for Managed Account Services, Co-Brand Agreement or White Label Agreement (collectively referred to herein as the "Agreements") with GAIN Capital Group, LLC (GAIN Capital). The Agreements will allow the Corporation to solicit customers to open foreign currency exchange accounts with GAIN Capital, in exchange for compensation, or in the case of the White Label Agreement allow the Corporation to provide foreign currency exchange products and services directly to customers. These customers would then trade in, purchase and sell cash settled and physically settled foreign exchange contracts, cross currency contracts and metal contracts, on a spot and forward basis, in accordance with the following terms and conditions; and is further

(2) **RESOLVED:** that each of the following officers of the Corporation: President, Vice President, and Secretary, or each other person as the Corporation may designate from time to time either in writing or otherwise (collectively, the "Officers") be and hereby are authorized to communicate with GAIN Capital and its successors as it pertains to the relationship between the Corporation and GAIN Capital under the Agreements. The authority hereby granted includes the power to open and maintain a Control Account(s), a Master Account(s) and/or Float Account(s) (the "Accounts") as applicable with GAIN Capital under the Agreements to grant to GAIN Capital a security interest in the Corporation's Accounts with GAIN Capital, to execute and deliver all documents, give all notices, and take all such actions as GAIN Capital, in its sole discretion deems necessary or desirable to evidence or perfect its security interest or to protect GAIN Capital's interest with respect to any collateral; to receive statements of account, reports and other notices, demands and communications of all kinds; to confirm the correctness of such notices, demands, reports, statements of account and other communications of all kinds; and to take such other actions in connection with the subject matter of these Resolutions as GAIN Capital may require or request or such Officers may deem necessary or desirable; and it is further

(3) **RESOLVED:** that notices, statements, reports and demands upon the Corporation by or from GAIN Capital in connection with the Agreements may be delivered by e-mail, verbally or in writing to any of the above-designated persons or to any other apparently authorized persons on behalf of the Corporation; and it is further

(4) **RESOLVED:** that the execution and delivery of a Partner Corporate Entity Account Application, as may be amended from time to time and all ancillary and other documents that may from time to time be required or requested by GAIN Capital are hereby authorized and that the Officers of the Corporation are hereby directed to execute such Agreements, application, documents and all amendments thereto by and on behalf of the Corporation and to deliver the same to GAIN Capital; and it is further

(5) **RESOLVED:** that GAIN Capital is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Secretary of this Corporation and under its seal, and that GAIN Capital is also authorized to recognize and deal with the officers of this Corporation whose names are set forth in this certificate, until receipt by GAIN Capital of a further certificate, setting forth the name(s) of another person or other persons such as officers; and it is further

(6) **RESOLVED:** that it is the intention of the Corporation under the Agreements and this resolution is to give the persons empowered the broadest possible power with respect to the Account(s), and the Corporation agrees to hold GAIN Capital harmless against any and all liabilities, claims, losses, damages and expenses, including attorneys' fees, that may arise directly or indirectly by reason of following any instruction, order, or direction given by any of the empowered persons, including any apparently authorized persons.

I FURTHER CERTIFY that the Officers of the Corporation currently holding the offices referred to in the preceding Resolutions are:

President	_____	_____
	Name	Signature
Vice President	_____	_____
	Name	Signature
Secretary	_____	_____
	Name	Signature

and the signature that appears next to each name is the true signature of the person signing.

IN WITNESS WHEREOF,

I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*Signature of Secretary*

\_\_\_\_\_

\_\_\_\_\_

Print Name



**Certified Corporate Resolutions of Limited Liability Company**

\_\_\_\_\_  
*Print Name of Limited Liability Company*

**CERTIFICATE**

We, the Managing Members/Managers of \_\_\_\_\_, a limited liability company organized under the laws of the State of \_\_\_\_\_ (the "Company"), DO HEREBY CERTIFY that at a meeting of the Managing Members/Managers of the Company held in accordance with its governing instruments on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was at all times present and acting, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded or revoked and do not conflict with any of the provisions of the governing instruments of the Company.

(1) **RESOLVED:** The Managing Members/Managers have determined it is in the best interests of the Company to enter into an Introducing Broker Agreement, Service Agreement for Managed Account Services, Co-Brand Agreement or White Label Agreement (collectively referred to herein as the "Agreements") with GAIN Capital Group, LLC (GAIN Capital). The Agreements will allow the Company to solicit customers to open foreign currency exchange accounts with GAIN Capital, in exchange for compensation, or in the case of the White Label Agreement allow the Company to provide foreign currency exchange products and services directly to customers. These customers would then trade in, purchase and sell cash settled and physically settled foreign exchange contracts, cross currency contracts and metal contracts, on a spot and forward basis, in accordance with the following terms and conditions; and is further

(2) **RESOLVED:** that each of the following Managing Members/Managers of the Company or each other person as the Company may designate from time to time either in writing or otherwise (collectively, the "Managing Members/Managers") be and hereby are authorized to communicate with GAIN Capital and its successors as it pertains to the relationship between the Company and GAIN Capital under the Agreements. The authority hereby granted includes the power to open and maintain a Control Account(s), a Master Account(s) and/or Float Account(s) (the "Accounts") as applicable with GAIN Capital under the Agreements; to grant to GAIN Capital a security interest in the Company's Accounts with GAIN Capital, to execute and deliver all documents, give all notices, and take all such actions as GAIN Capital, in its sole discretion deems necessary or desirable to evidence or perfect its security interest or to protect GAIN Capital's interest with respect to any collateral; to receive statements of account, reports and other notices, demands and communications of all kinds; to confirm the correctness of such notices, demands, reports, statements of account and other communications of all kinds; and to take such other actions in connection with the subject matter of these Resolutions as GAIN Capital may require or request or such Managing Members/Managers may deem necessary or desirable; and it is further

(3) **RESOLVED:** that notices, statements, reports and demands upon the Company by or from GAIN Capital in connection with the Agreements may be delivered by e-mail, verbally or in writing to any of the above-designated persons or to any other apparently authorized persons on behalf of the Company; and it is further

(4) **RESOLVED:** that the execution and delivery of a Partner Corporate Entity Account Application, as may be amended from time to time and all ancillary and other documents that may from time to time be required or requested by GAIN Capital, are hereby authorized and that the Managing Members/Managers of the Company are hereby directed to execute such Agreements, application, documents and all amendments thereto by and on behalf of the Company and to deliver the same to GAIN Capital; and it is further

(5) **RESOLVED:** that GAIN Capital is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Managing Members/Managers of this Company, and under its seal, and that GAIN Capital is also authorized to recognize and deal with the Managing Members/Managers of this Company whose names are set forth in this certificate, until receipt by GAIN Capital of a further certificate, setting forth the name(s) of another person or other persons such as Managing Members/Managers; and it is further

(6) **RESOLVED:** that it is the intention of the Company under the Agreements and this resolution is to give the persons empowered the broadest possible power with respect to the Account(s) and the Company agrees to hold GAIN Capital harmless against any and all liabilities, claims, losses, damages and expenses, including attorneys' fees, that may arise directly or indirectly by reason of following any instruction, order, or direction given by any of the empowered persons, including any apparently authorized persons.

IN WITNESS WHEREOF,

We, the Managing Members/Managers have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Name of Managing Member/Manager*

*Signature*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certified Corporate Resolutions of Partnership**

Print Name of Partnership \_\_\_\_\_

**CERTIFICATE**

I, the Managing Partner of \_\_\_\_\_, a partnership organized under the laws of the State of \_\_\_\_\_ (the "Partnership"), DO HEREBY CERTIFY that at a meeting of the partners of the Partnership (the "Partners"), held in accordance with its governing instruments on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was at all times present and acting, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded or revoked and do not conflict with any of the provisions of the governing instruments of the Partnership.

(1) **RESOLVED:** The Partners have determined it is in the best interests of the Partnership to enter into an Introducing Broker Agreement, Service Agreement for Managed Account Services, Co-Brand Agreement or White Label Agreement (collectively referred to herein as the "Agreements") with GAIN Capital Group, LLC (GAIN Capital). The Agreements will allow the Partnership to solicit customers to open foreign currency exchange accounts with GAIN Capital, in exchange for compensation, or in the case of the White Label Agreement allow the Partnership to provide foreign currency exchange products and services directly to customers. These customers would then trade in, purchase and sell cash settled and physically settled foreign exchange contracts, cross currency contracts and metal contracts, on a spot and forward basis, in accordance with the following terms and conditions; and is further

(2) **RESOLVED:** that the following Managing Partner of the Partnership or each other person as the Partnership may designate from time to time either in writing or otherwise (collectively, the "Partners") be and hereby are authorized to communicate with GAIN Capital and its successors as it pertains to the relationship between the Company and GAIN Capital under the Agreements. The authority hereby granted includes the power to open and maintain a Control Account(s), a Master Account(s) and/or Float Account(s) (the "Accounts") as applicable with GAIN Capital under the Agreements; to grant to GAIN Capital a security interest in the Partnership's Account(s) with GAIN Capital, to execute and deliver all documents, give all notices, and take all such actions as GAIN Capital, in its sole discretion deems necessary or desirable to evidence or perfect its security interest or to protect GAIN Capital's interest with respect to any collateral; to receive requests statements of account, reports and other notices, demands and communications of all kinds; to confirm the correctness of such notices, demands, reports, statements of account and other communications of all kinds; and to take such other actions in connection with the subject matter of these Resolutions as GAIN Capital may require or request or such Managing Partner may deem necessary or desirable; and it is further

(3) **RESOLVED:** that notices, statements, reports and demands upon the Partnership by or from GAIN Capital in connection with the Agreements may be delivered by e-mail, verbally or in writing to the above-designated individual or to any other persons who may become authorized persons on behalf of the Partnership; and it is further

(4) **RESOLVED:** that the execution and delivery of a Partner Corporate Entity Account Application as may be amended from time to time and all ancillary and other documents that may from time to time be required or requested by GAIN Capital are hereby authorized and that the Managing Partner of the Partnership is hereby directed to execute such Agreements, application, documents and all amendments thereto by and on behalf of the Partnership and to deliver the same to GAIN Capital; and it is further

(5) **RESOLVED:** that GAIN Capital is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Partners of this Partnership and under its seal, and that GAIN Capital is also authorized to recognize and deal with the Managing Partner of this Partnership whose name is set forth in this certificate, until receipt by GAIN Capital of a further certificate, setting forth the name(s) of another person or other persons such as the Partners; and it is further

(6) **RESOLVED:** that it is the intention of the Partnership under the Agreements and this resolution is to give the persons to give the person(s) empowered the broadest possible power with respect to the Account(s) and the Partnership agrees to hold GAIN Capital harmless against any and all liabilities, claims, losses, damages and expenses, including attorneys' fees, that may arise directly or indirectly by reason of following any instruction, order, or direction given by any of the empowered persons, including any apparently authorized persons.

I FURTHER CERTIFY that the Authorized Partners of the Partnership are:

<i>Name</i>	<i>Signature</i>
_____	_____
_____	_____
_____	_____
_____	_____

And the signature that appears next to each name is the true signature of the person signing.

IN WITNESS WHEREOF,

I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Managing Partner

\_\_\_\_\_  
Signature of Managing Partner

**Certified Corporate Resolutions of Trust**

\_\_\_\_\_  
*Print Name of Trust*

**CERTIFICATE**

I, the Trustees of \_\_\_\_\_, a Trust organized under the laws of the State of \_\_\_\_\_ (the "Trust"), DO HEREBY CERTIFY that at a meeting of the Trustees held in accordance with its governing instruments on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at which a quorum was at all times present and acting, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded or revoked and do not conflict with any of the provisions of the governing instruments of the Trust.

(1) **RESOLVED:** The Trustees have determined it is in the best interests of the Trust to enter into an Introducing Broker Agreement, Service Agreement for Managed Account Services, Co-Brand Agreement or White Label Agreement (collectively referred to herein as the "Agreements") with GAIN Capital Group, LLC (GAIN Capital). The Agreements will allow the Trust to solicit customers to open foreign currency exchange accounts with GAIN Capital, in exchange for compensation, or in the case of the White Label Agreement allow the Trust to provide foreign currency exchange products and services directly to customers. These customers would then trade in, purchase and sell cash settled and physically settled foreign exchange contracts, cross currency contracts and metal contracts, on a spot and forward basis, in accordance with the following terms and conditions; and is further

(2) **RESOLVED:** that the following Trustees of the Trust or each other person as the Trustees may designate from time to time either in writing or otherwise (collectively, the "Fund Managers") be and hereby are authorized to communicate with GAIN Capital and its successors as it pertains to the relationship between the Trust and GAIN Capital under the Agreements. The authority hereby granted includes the power to open and maintain a Control Account(s), a Master Account(s) and/or Float Account(s) (the "Accounts") as applicable with GAIN Capital under the Agreements; to grant to GAIN Capital a security interest in the Trust's Accounts with GAIN Capital, to execute and deliver all documents, give all notices, and take all such actions as GAIN Capital, in its sole discretion deems necessary or desirable to evidence or perfect its security interest or to protect GAIN Capital's interest with respect to any collateral; to receive statements of account, reports and other notices, demands and communications of all kinds; to confirm the correctness of such notices, demands, reports, statements of account and other communications of all kinds; and to take such other actions in connection with the subject matter of these Resolutions as GAIN Capital may require or request or such Fund Managers may deem necessary or desirable; and it is further

(3) **RESOLVED:** that notices, statements, reports and demands upon the Trust by or from GAIN Capital in connection with the Agreements may be delivered by e-mail, verbally or in writing to the above-designated individual or to any other persons who may become authorized persons on behalf of the Trust; and it is further

(4) **RESOLVED:** that the execution and delivery of a Partner Corporate Entity Account Application, as may be amended from time to time and all ancillary and other documents that may from time to time be required or requested by GAIN Capital are hereby authorized and that the Fund Managers of the Trust are hereby directed to execute such Agreements, application, documents and all amendments thereto by and on behalf of the Trust and to deliver the same to GAIN Capital; and it is further

(5) **RESOLVED:** that GAIN Capital is authorized to act upon the authority of these resolutions until receipt by it of a certificate showing rescission or modification thereof signed by the Trustees of this Trust and under its seal, and that GAIN Capital is also authorized to recognize and deal with the Fund Managers of this Trust whose name is set forth in this certificate, until receipt by GAIN Capital of a further certificate, setting forth the name(s) of another person or other persons such as the Trustees; and it is further

(6) **RESOLVED:** that it is the intention of the Trust under the Agreements and this resolution is to give the persons empowered the broadest possible power with respect to the Account(s) of the Trust, and the Trust agrees to hold GAIN Capital harmless against any and all liabilities, claims, losses, damages and expenses, including attorneys' fees, that may arise directly or indirectly by reason of following any instruction, order, or direction given by any of the empowered persons, including any apparently authorized persons.

IN WITNESS WHEREOF,

We, the Trustees have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Name of Trustee*

*Signature*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_