

## PARTNERSHIP ACCOUNT RESOLUTION

I, \_\_\_\_\_ a General Partner of \_\_\_\_\_ a partnership formed under the laws of the \_\_\_\_\_ of \_\_\_\_\_ (the "Partnership"), do hereby certify that the following resolutions were, or hereby are, duly adopted in accordance with the procedures set forth in the governing instruments of the Partnership and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the governing instruments of the Partnership.

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

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

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

Partnership Nature of Business: \_\_\_\_\_

Does your business structure meet the criteria of a financial institution?  Yes  No

\*The term Financial Institution applies to but is not limited to a bank, credit or thrift institution, broker dealer, investment company, currency exchange, mortgage broker, insurance company, futures commission merchant, commodity pool operator, mutual fund, a licensed sender of money or any other person who engages as a business in the transmission of funds.

## RESOLUTION

(1) Resolved that Name \_\_\_\_\_ Title \_\_\_\_\_

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

Each of them or such other person as this partnership may designate from time to time either in writing or by their apparent authority be and hereby are authorized to trade Spot foreign currency for the account and risk of this Partnership through and with The Collective FX, 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 The Collective FX for the purpose of The Collective FX's carrying, clearing, and settling all foreign currency transactions undertaken by the Partnership;
- (b) To buy and sell foreign currency 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 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 The Collective FX for the execution of foreign currency transactions on behalf of the Partnership on any marketplace The Collective FX is permitted to effect transaction on;
- (g) To pay The Collective FX all fees, commissions and mark ups or downs incurred in connection with any such transactions and all amounts as may be requested by The Collective FX formative to time as margin or equity for the Partnership's account;
- (h) To settle, compromise, adjust and give releases on behalf of this Partnership with respect to any and all claims, disputes and controversies;
- (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 partnership to have its account(s) for the purchase and/or sale of foreign currencies cleared and carried by The Collective FX and for The Collective FX to arrange for the execution of foreign currencies transactions which are not executed by the Partnership directly;

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

(5) Further Resolved, that the foregoing resolutions and the certificate actually furnished to The Collective FX by the Secretary/Assistant Secretary of the partnership pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by The Collective FX.

(6) Further Resolved, that the Partnership agrees to indemnify and hold harmless The Collective FX 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 partnership and The Collective FX shall not have been fully performed by the Partnership;

(7) Further Resolved, that the Secretary of the Partnership be and hereby is authorized and directed to present a certified copy of these resolutions, together with a certification as to the incumbency of certain officers to The Collective FX and that the authority hereby given to the Agents (including the persons named as officers in such certification until such time as The Collective FX receives 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 Partnership) until notice of revocation or modification is given in writing to The Collective FX or its successors or assigns.

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

Name and Signature of Manager or General Partner \_\_\_\_\_

Name and Signature of Manager or General Partner \_\_\_\_\_

Name and Signature of Manager or General Partner \_\_\_\_\_

Today's Date (MM/DD/YYYY) \_\_\_\_\_

## PERSONAL GUARANTY

This Guaranty is made by the undersigned ("Guarantor"), in favor of The Collective FX in order to induce The Collective FX to enter into a Client Agreement between The Collective FX and \_\_\_\_\_ a Partnership organized under the laws of \_\_\_\_\_ ("Client").

In consideration of the opening of a corporate account for Client, The Collective FX 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 The Collective FX 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 The Collective FX 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 The Collective FX 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 The Collective FX, and further provided that any such assignment by Guarantor, as consented by The Collective FX, shall not release Guarantor from its obligations hereunder.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

**For Partnership Accounts ONLY:**

In addition to the Client Agreement, please be sure to submit the following:

- (1) Partnership Agreement (If limited partnership, submit copy of Limited Partnership Agreement and Certificate of Limited Partnership)
- (2) Identification for all Signing Partners (i.e., copy of passport or driver's license.); and
- (3) Proof of address for the signing members (i.e., a copy of an updated utility bill or bank statement no more than six months old)