

[\_\_\_\_\_]

Extract of Resolution in writing passed at a meeting presented by the Trustee(s)/Director(s) to Corporate Trustee of \_\_\_\_\_ (the "TRUST");

Held at [\_\_\_\_\_] ("location")

at \_\_\_\_\_ time

on \_\_\_\_\_ date.

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**BACKGROUND:**

- (A) The primary applicant, who is the trustee/director to the corporate trustee, has submitted a trading account application to **AETOS Capital Group Pty Ltd** (ACN 125 113 117, AFLS 313016, the "AETOS") in order to enter into Contracts for Difference transactions pursuant to the AETOS Terms and Conditions;
- (B) Trading margin forex and CFDs carries a high level of risk and retail clients could sustain a total loss of deposited funds but are not subject to subsequent payment obligations beyond the deposited funds;
- (C) When the Trust enters into Contracts for Difference transactions with AETOS, it will incur liabilities and obligations to AETOS pursuant to the AETOS Terms and Conditions.

**RESOLUTON:**

The trustee(s)/director(s) to the corporate trustee agrees and has resolved the following terms:

1. That the Trader undersigned below, or such other person as this trust may designate from time to time either in writing or by their apparent authority be and hereby, is authorised to trade margin forex CFDs and/or other CFDs trading products for the account with AETOS for as said the Trust. The authority hereby granted includes the power to do any of the following:
  - a. To buy and sell CFDs positions for present delivery, on margin or otherwise;
  - b. To deposit with and withdraw from the said the Trust funds necessary to facilitate the purchase or sell of margin forex CFDs and other CFDs trading products offered by AETOS;
  - c. To receive and confirm the correctness of notices, confirmations, requests, demands and confirmations of every kind that relevant to the trading account with AETOS;
  - d. To place oral orders with any authorised representative of AETOS for the execution CFDs transactions on behalf of the Trust on any marketplace that AETOS is permitted to effect transaction on;
  - e. To pay AETOS all fees, commissions and markups incurred in connection with any such transactions and all amounts as may be requested by AETOS formative to time as margin or equity for the Trust's trading account;
  - f. To settle, compromise, adjust and give releases on behalf of as said the Trust with respect to any and all claims, disputes and controversies;
  - g. To perform all provisions and obligations under the AETOS Terms and Conditions, and to take any other actions relating to any of the foregoing matter;

**TRUST RESOLUTION**

[ \_\_\_\_\_ ]

2. That it is in the best interest of the Trust to have its account(s) for the purchase and/or sell of CFDs that cleared and carried by AETOS and for AETOS to arrange the execution of margin forex CFDs transactions and other CFDs trading instruments which are not executed by the Trust or the authorized trader directly;
3. That AETOS may deal with the trader and the account primary applicant directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Trust and the other representatives of the trust, including the trustee and the director to the corporate trustee, directly, and that in the event of any change in the representatives' powers or persons hereby empowered, the primary account applicant shall certify such change to AETOS in writing manner, and only when such notification(s) is received, shall be adequate both to terminate the powers of the relevant persons theretofore authorised, and to empower the persons substituted;
4. That the execution and delivery of an AETOS account application, account notification addressed by AETOS in any formats, Terms and Conditions, Product Disclosure Statement, Financial Services Guide, Risk Disclosure Statement and other account relevant documents, copies of which have been presented on this meeting and will be documented with the records of the Trust by trustee(s)/director(s) to the Trust or any other representatives are hereby authorised; and the undersigned trustee(s)/director(s) to the corporate trustee or any representatives of the Trust are hereby directed to execute such agreements by and on behalf of the Trust and to deliver the same to AETOS;
5. That the Trust agrees to indemnify and hold AETOS and its associates harmless from any and all loss, damage or liabilities whatsoever (present, future, contingent, or otherwise and including reasonable fees) which may be suffered or incurred as a result of or in connection to:
  - i. the Trader/Primary Applicant or any other the Trust representatives' breach of the legal documents relevant to the AETOS trading account; and
  - ii. AETOS executing any order or entering into any contract or transaction on the Trader/Primary Applicant or any other the Trust representatives' instruction;
  - iii. A system or a transmission failure or delays or similar system risk and failure;
6. That the right belongs to AETOS of being compensated under the Terms and Conditions shall survive any termination of the relationship between AETOS and the Trust;
7. That the account Primary Applicant of the Trust hereby is authorised and directed to present a copy of these resolutions to AETOS and that the authority hereby given to the Trader/Primary Applicant shall continue to be performed in full force and effect (irrespective of whether any of them ceases) until notice of revocation or modification is given in writing to AETOS.

**SIGNATURE PAGE TO FOLLOW**



THE RESOLUTION IS SIGNED BY:

**FULL NAME IN PRINT**

(THE AUTHORISED TRADER)

**FULL NAME IN PRINT**

(THE PRIMARY APPLICANT/TRUSTEE 1/DIRECTOR 1 TO THE CORPORATE TRUSTEE)

**SIGNATURE**

DATE

**SINAGTURE**

DATE

**FULL NAME IN PRINT**

(TRUSTEE 2/DIRECTOR 2 TO THE COPORATE TRUSTEE)

**FULL NAME IN PRINT**

(If applicable, TRUSTEE 3/DIRECTOR 3 TO THE COPORATE TRUSTEE)

**SIGNATURE**

DATE

**SIGNATURE**

DATE

**FULL NAME IN PRINT**

(If applicable, TRUSTEE 4/DIRECTOR 4 TO THE COPORATE TRUSTEE)

**FULL NAME IN PRINT**

(If applicable, TRUSTEE 5/DIRECTOR 5 TO THE COPORATE TRUSTEE)

**SIGNATURE**

DATE

**SIGNATURE**

DATE