



THE FAMILY AND FRIENDS REFERRAL PROMOTION TERMS AND CONDITIONS

亲朋好友推广计划 条款及条件

1. THE PROMOTION

推广计划

The Family and Friends Referral Promotion offered by FXCM Bullion Limited (“**FXCM**”) gives existing clients of FXCM (“**You**” or “**Your**”) the opportunity to receive a bonus for referring clients to FXCM who are resident in China, Hong Kong and Malaysia in accordance with these promotion terms and conditions (the “**Promotion Terms**”) (the “**Promotion**”).

福汇金业有限公司（「福汇」）所提供的亲朋好友推广计划使福汇现有客户（「阁下」或「阁下的」）有机会根据本推广条款及条件（「推广条款」）将居住在中国、香港或者马来西亚的客户推荐予福汇以获取奖赏（「本推广计划」）。

2. BINDING AGREEMENT

具有约束力的协议

You agree that by participating in the Promotion that You will be bound by the Promotion Terms (which may be amended or varied at any time by FXCM with or without notice) and in relation to the use of Your Account (defined below) with FXCM, the terms of business of FXCM that apply to Your Account (the “**FXCM Terms**”) and always subject to any applicable laws. In the event of any conflict or inconsistency between the FXCM Terms and these Promotion Terms, the FXCM Terms shall prevail.

阁下同意，参加推广计划即表示阁下将受到推广条款（福汇可于任何时间予以修订及更改而无须通知）及就阁下福汇账户的使用（定义见下文）而受到适用于阁下账户的福汇业务条款（「福汇条款」）所约束及一直受到任何适用法律所约束。如福汇条款与本推广条款有任何冲突或歧义，概以福汇条款为准。

3. ELIGIBILITY TO REFER FAMILY AND FRIENDS

推荐亲朋好友的资格

To be eligible to take part in the Promotion You must:

为符合资格参加本推广计划，阁下必须：

- (a) be an existing client of FXCM with an active trading account (the “**Account**”);

为持有活跃交易账户(「账户」)的现有福汇客户；

- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上(假如阁下是个别人士)；
- (c) have completed a minimum 100 units of OTC Gold or 1,000 units of OTC Silver in round-turn trading volume in the 12 (twelve) months with FXCM prior to the Qualifying Referral;
透过福汇在推荐资格被推荐人之前 12(十二)个月内完成最少 100 个单位的场外黄金或 1,000 个单位的场外白银来回交易量；
- (d) not be an introducing broker of FXCM (or any of its affiliates) and act in any capacity that would require You to become officially registered as an introducing broker or money manager;
不得是福汇(或其任何附属公司)的经纪商及不得以任何要求阁下正式注册成为介绍经纪商或资金经理的身份行事；
- (e) sign up for the Family and Friends Referral Promotion by submitting the enrolment form that is on the Friends and Family webpage. Once the form has been submitted, FXCM will email You with instructions on how to start referring.
通过递交亲朋好友网页上的参加表格，登记参加亲朋好友推荐计划。递交表格后，福汇将会透过电邮向您发出如何开始推荐的指示。

(the “**Qualifying Participant**”).

(「**合格参与者**」)

4. **DURATION**

期间

The latest version of this Promotion starts on 8 June 2015 at 00:01 A.M (HKT) and will continue until the Promotion is terminated in accordance with Clause 9.9 (the “**Promotion Period**”).

本推广计划的最新版由 2015 年 6 月 8 日凌晨 00:01 (香港时间)起生效及将一直持续有效，直至本推广计划根据第 9.9 款终止为止(「**推广期**」)。

5. **HOW TO PARTICIPATE**

如何参加

5.1. Each Qualifying Participant that complies with all of the Requirements (defined below) shall receive a bonus based on the Qualifying Referral's (defined below) initial deposit as outlined in Clause 6.5 subject to the limits set out in Clause 7 (the “**Bonus**”).

每名遵守所有要求(定义见下文)的合格参与者将会根据第 6.5 款所载的合格被推荐人(定义见下文)的首次开户资金获取奖赏(「奖赏」)并受第 7 款所载的限制所约束。

5.2 In order to receive the Bonus during the Promotion Period the Qualifying Participant must:

要在推广期内获取奖赏，合格参与者必须：

(a) refer a family member or friend to FXCM who:

将亲人或朋友推荐予福汇，而该人士：

- i. is resident in China, Hong Kong and Malaysia;
中国、香港或者马来西亚居民；
- ii. is a natural person;
须为自然人；
- iii. includes the Qualifying Participant's name and/or other details required in the “Referral” section of the account application;
须于开户申请书「介绍人」部份填写合格参与者的名字及/或其他要求的数据；
- iv. agrees to the Referred Client Terms and Conditions provided by FXCM;
同意福汇的被推荐客户条款及条件；
- v. opens at least 1 (one) new individual or joint account for OTC Gold/Silver Bullion (under any currency denomination) and becomes a new client of FXCM;
须开立最少 1 (一)个新个人或联名场外黄金/白银金业账户(以任何货币结算)及成为新福汇客户；
- vi. is not referred or managed by a third party who has an introducing broker relationship with FXCM and/or any of its affiliates;
不得经一名与福汇及/或其任何联属公司建有经纪商关系的第三方推荐或管理；
- vii. makes a minimum deposit of funds into his/her account with FXCM as outlined in clause 6.5 unless a higher deposit is required under the FXCM Terms;
须如第 6.5 款所载将最低资金款额存入其福汇账户，除非福汇条款要求存入更高的资金；
- viii. maintains his/her FXCM OTC Gold/Silver trading account for at least 1 (one) month after activation;
在账户启用后维持其福汇黄金/白银交易账户最少 1 (一)个月；
- ix. complete one or more trades with FXCM on your trading account where the total trading volume meets the required minimum of 100 units of OTC Gold or 1,000

units of OTC Silver in round-turn trading volume within 90 (ninety) days of the Account being opened. A “round-turn trade” is defined as the buying and selling of one unit of OTC Gold/Silver.

须于开户后 90 (九十)日内在交易账户内透过福汇完成一项或以上交易，而该等交易总额必须到达最少 100 个单位的场外黄金或 1,000 个单位的场外白银来回交易量。「来回交易」界定为买入及卖出一个单位的场外黄金/白银。

(the “**Qualifying Referral**”)

(「合格被推荐人」)

- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);

年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上(假如阁下是个别人士)；

(together the “**Requirements**”)

(统称为「要求」)

6. THE PAYMENT OF THE BONUS

奖赏的支付

- 6.1. The Bonus shall be credited to the Qualifying Participant’s trading account. The same amount of Bonus will also be paid into the Qualifying Referral’s trading account (as set out below).

奖赏将会存入合格参与者的交易账户。相同的奖赏金额亦将会存入合格被推荐人的交易账户(载列于下文)。

- 6.2. Upon receiving notification from the Qualifying Participant of his/her entitlement to the Bonus, FXCM shall carry out a review of the Account and the Bonus, if any, shall be paid within fifteen business days of the notification from the Qualifying Participant.

在收到合格参与者的应获得奖赏的通知后，福汇将审阅账户，并在收到该合格参与者的通知十五个工作日内支付奖赏。

- 6.3. The Account must be open, active and not subject to any dispute or default on the date the Bonus falls due to the Qualifying Participant.

账户在奖赏到期须应付予合格参与者之日必须维持开立、活跃及并无产生任何纠纷或违责事件。

6.4. Each Qualifying Participant is strictly limited to one Bonus per Qualifying Referral. For the avoidance of doubt, a joint account is considered as being one referral. In the event that more than one Bonus is paid to a Qualifying Participant for a Qualifying Referral and/or the Bonus exceeds the Individual Limit (defined below), the value of the additional Bonus will be deemed a debt lawfully owed by the Qualifying Participant to FXCM and the Qualifying Participant shall be obliged to immediately return the excess to FXCM.

每名合格参与者受严格限制只可就每名合格被推荐人获享一次奖赏。为免生疑，联名账户被视为一名被推荐人。倘若合格参与者就一名合格被推荐人获取超过一次奖赏及/或奖赏超过个人上限（定义如下），则额外奖赏价值将视为合格参与者合法欠负福汇的债项，而合格参与者有责任立即将超出数额退还福汇。

6.5. PAYMENT TERMS

支付条款

Qualifying Participants and Qualifying Referrals will be paid the Bonus according to the payment structure outlined below. The Bonus is determined by the Qualifying Referral's initial deposit, not subsequent deposits. The Bonus will be credited in either USD or HKD, according to the currency denomination of the FXCM account.

合格参与者和合格被推荐人所获得的奖赏数额将根据以下列出的支付结构而定。奖赏数额乃根据合格被推荐人的首次存款额，而非其后的存款额厘定。奖赏将根据福汇金业账户的结算货币，以美元或港元支付。

For USD denominated accounts:

美元结算账户：

Qualifying Referral Opens With Initial Balance Of: 合格被推荐人的首次开户资金：	You (Qualifying Participant) Receives: 阁下(合格参与者)可获得：	Qualifying Referral Receives: 合格被推荐人可获得：
USD 2,000 to < USD 5,000 2,000 美元 至 < 5,000 美元	USD 100 100 美元	USD100 100 美元
USD 5,000 to < USD 10,000 5,000 美元 至 < 10,000 美元	USD 150 150 美元	USD 150 150 美元
USD 10,000 and over 10,000 美元 或以上	USD 200 200 美元	USD 200 200 美元

The minimum initial deposit requirement for Qualifying Referrals for USD denominated accounts is USD2,000.00.

就美元结算账户的合格被推荐人而言，最低存款要求为 USD2,000.00。

For HKD denominated accounts:

港元结算账户：

Qualifying Referral Opens With Initial Balance Of: 合资格被推荐人的首次开户资金：	You (Qualifying Participant) Receives: 阁下(合资格参与者)可获得：	Qualifying Referral Receives: 合资格被推荐人可获得：
HKD 16,000 to < HKD 40,000 16,000 港元 至 < 40,000 港元	HKD 800 800 港元	HKD 800 800 港元
HKD 40,000 to < HKD 80,000 40,000 港元 至 < 80,000 港元	HKD 1,200 1,200 港元	HKD 1,200 1,200 港元
HKD 80,000 and Over 80,000 港元及以上	HKD 1,600 1,600 港元	HKD 1,600 1,600 港元

The minimum initial deposit requirement for Qualifying Referrals for HKD denominated accounts is HKD 16,000.00.

就港元结算账户的合资格被推荐人而言，最低存款要求为 HKD16,000.00。

7. LIMITED AVAILABILITY

有限供应

7.1. Subject to clause 9.6, Qualifying Participants may refer up to 10 (ten) Qualifying Referrals per calendar year under this Promotion(the “**Individual Limits**”)

本推广的合资格参与者每个历年最多只能推荐十（10）位合资格被推荐人（「个人上限」）。

8. LIABILITY

法律责任

8.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which FXCM will or may become liable by reason of or related or incidental to any act, default or omission by You under these Promotion Terms including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Promotion Terms by You. To the maximum extent permitted by law, You agree to hold FXCM, its directors, officers,

employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Promotion and/or award of any Bonus.

在法律许可的最大范围内，阁下将会及同意在任何时候使福汇免于由阁下的任何行为、违责或不作为及/或阁下违反本条所列的陈述及保证而造成的任何责任、索赔、要求、亏损、损害、成本及费用。在法律许可的最大范围内，根据本推广条款，阁下将会及同意在任何时候使福汇免于基于或相关或因阁下任何行为、违责或不作为而附带引起，包括(但不限于)根据本推广条款阁下不论是基于疏忽或其他原因而产生的任何违反情况、不遵守情况、行为或不作为，以致福汇将会或可能会变为负有责任的任何法律责任、行为、索赔、要求、亏损、损害、成本及费用。在法律许可的最大范围内，阁下同意使福汇、其董事、高级人员、雇员及受让人免于因为或声称因为阁下参与本推广计划及/或获赠奖赏而导致的任何伤害或损害。

- 8.2. To the extent permitted by law, your rights to litigate, to seek injunctive relief or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and You expressly waive any and all such rights.

在法律许可的范围下，如因为或与本推广计划相关而产生纠纷或申索，阁下提出诉讼、寻求禁制令或以任何其他方式寻求司法或任何其他程序的权利谨此被摒除，而阁下明确放弃任何及全部此等权利。

9. ADDITIONAL CONDITIONS

其他条件

- 9.1. FXCM is not obligated to accept as a client any Qualifying Referral. Qualifying Participant may not refer itself under this Promotion.

根据本推广计划，福汇并无义务接纳任何合格被推荐人为客户。合格参与者亦不得推荐自己。

- 9.2. You shall not issue, publish or distribute any advertisement, marketing materials or other sales literature utilising or making reference to FXCM or its products/services or use such means to solicit clients for this Promotion.

阁下不得发出、刊发或分发使用或提述福汇或其产品/服务的广告、推广数据或其他销售文件或透过该等途径就本推广计划招揽客户。

- 9.3. The Bonus will be paid as a credit into the relevant FXCM trading account. No other forms of payment will be made.

奖赏将会以存入有关福汇交易账户的方式支付。奖赏不会以其他方式支付。

- 9.4. FXCM may, in its discretion, decline, cancel, or reverse a Bonus if a payment is made in error or if any referral is determined to have not been made in good faith or to have been the result of abusive practices, fraud, or misconduct.

倘奖赏乃错误存入或任何推荐被厘定为并非真诚作出或经舞弊手法、欺诈或不当行为而产生，则福汇可酌情拒绝、取消或索回有关奖赏。

- 9.5. The Bonus cannot be applied retroactively for past referrals.

过去的推荐将不会被追发奖赏。

- 9.6. FXCM reserves the right to refuse a Qualifying Participant from participating in this Promotion that is believed to be in breach of the Promotion Terms and/or FXCM Terms. In the event that such a Qualifying Participant or a non-Qualifying Participant (the “**Unauthorised Applicant**”) takes part in the Promotion, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms and/or FXCM Terms to immediately disqualify the Unauthorised Applicant and/or demand the immediate repayment of the value of any Bonus awarded, which will be deemed a debt lawfully owed by the Unauthorised Applicant to FXCM.

福汇保留拒绝任何据信是违反推广条款及/或福汇条款的合资格参与者参加本推广计划的权利。假如此合资格参与者或一名非合资格参与者(「**未经批准申请人**」)参加本推广计划，福汇在不损害到本推广条款及/或福汇条款任何其他权利的情况下，保留实时取消未经批准申请人的资格及/或要求实时偿还任何已授出的奖赏价值(将被视为未经批准申请人合法欠负福汇的债务)的权利。

- 9.7. This Promotion may only be used to refer individuals with whom the Qualifying Participant has a direct and/or personal relationship and who the Qualifying Participant believes would be interested in FXCM's products and services.

本推广计划只可用以推荐与合资格参与者有直接及/或私人关系的个别人士，及合资格参与者认为其对福汇产品及服务感兴趣之人士。

- 9.8. This Promotion may not be used in conjunction with any other offer or promotion of FXCM.

本推广计划不得与福汇任何其他优惠或推广一并使用。

- 9.9. FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it, including but not limited to extending the Promotion Period at any time and without prior notice. In such event FXCM will make reasonable efforts to notify You by email.

福汇保留全权酌情更改、修订、修改、暂停或终止本推广计划或其任何部份的权利，包括(但不限于)随时延长推广期，而毋须事先作出通知。在此情况下，福汇将会作出合理努力透过电邮通知阁下。

9.10. FXCM shall not be liable for any delays in the acceptance or transmission of orders due to a breakdown, failure of transmission, communication facilities or for any other technical error or cause beyond FXCM's control (the "**Technical Errors**"). If the Promotion cannot be executed as planned as a result of Technical Errors, FXCM shall incur no liability and the Bonus will not be awarded.

福汇无须就基于传送或通讯工具中断或故障或任何其他在福汇控制范围以外的技术错误或原因而致指令接收或传送出现延迟(「技术错误」)负上责任。倘若推广计划因为技术错误而无法按计划执行，福汇将不会产生任何法律责任，而奖赏将不会授出。

9.11. To the extent that is in compliance with the Personal Data (Privacy) Ordinance (and other applicable data protection laws, rules and regulations), You agree and give your express consent for FXCM to share with its affiliates, subsidiaries, agents, business partners and successors, during and after the Promotion Period, Your personal information including, without limitation Your name, address, email address, and Account opening information (the "**Personal Data**"), to be selected by FXCM at its sole and absolute discretion and without further recourse to you. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. FXCM's privacy policy can be found here: <http://www.fxcmbullion.com/en/legal/privacy-policy/>.

在遵守个人资料(私隐)条例(及其他适用的数据保护法律、法规和规章)的范围内，阁下明确同意福汇在推广期内及之后可与其代理人、业务伙伴及继任人共享阁下的个人资料，包括(但不限于)由福汇全权绝对酌情选择的阁下的姓名、地址、电邮地址及开户数据(「个人资料」)，而不会给予阁下进一步的追索权。任何个人资料应仅根据相关资料保障法例及最佳作业手法使用。点击<http://www.fxcmbullion.com/gb/legal/privacy-policy/> 查看福汇隐私保障政策。

9.12. All current employees, interns and contractors of FXCM (the "**Staff**"), and each of their affiliates and subsidiaries and the Staff's immediate family members and persons with whom such Staff are domiciled are prohibited from participating in the Promotion.

福汇及其各自的联属公司及附属公司的所有现有雇员、实习生及承包商(「职员」)、职员的直系亲属及与福汇职员共同居住的人士均不得参加本推广计划。

9.13. If any provision(s) of these Promotion Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

若本推广条款的任何条文被视为无效或无法强制执行，则本文的所有余下条文仍将具备十足效力及作用。

9.14. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.

除文义另有所指外，任何性别的提述包括所有性别，而单数的使用包括复数，反之亦然。

9.15. Qualifying Participants and Qualifying Referrals are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Bonus. FXCM shall have the right, but not the obligation, to make any deductions and withholdings that FXCM deems necessary or desirable under applicable federal, and local tax laws, rules, regulations, codes or ordinances.

合资格参与者及合资格被推荐人须唯一负责支付任何及全部税项，包括(但不限于)可能会适用于其奖金的联邦、州及地方税项。福汇有权利但没有义务根据适用联邦及地方课税法律、规则、法例、守则或条例作出任何福汇认为需要或适宜的扣减或扣缴。

9.16. FXCM may, at its sole discretion, provide You with translations of the Promotion Terms. The original English version shall be the only legally binding version for FXCM and You. In case of discrepancies between the original English version and other translations in Your possession, the original English version shall prevail.

福汇可全权酌情为您提供推广条款的译本。英文原文应为福汇与阁下之间的唯一合法具有约束力的版本。如英文原文与阁下拥有的其他译文有任何歧义，概以英文原文为准。

10. GOVERNING LAW AND VENUE

监管法律及地点

These Promotion Terms shall be governed by and construed in accordance with Hong Kong law. The Parties irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.

本推广条款将受香港法例监管及据此诠释。各方不可撤回地同意，香港的法院拥有独有管辖权以解决因为或基于本推广条款而产生的纠纷。