



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

This Family and Friends Referral Promotion is offered by FXCM Markets Limited (“**FXCM**”), and gives existing clients of FXCM (“**You**”) the opportunity to receive a bonus for referring clients to FXCM subject to these terms and conditions (the “**Promotion**”).

亲朋好友推广计划由 FXCM Markets. Limited (「福汇」) 提供，让福汇的现有客户(「阁下」)有机会根据本推广条款及条件推荐客户予福汇而获取奖赏(本「推广计划」)。

2. BINDING AGREEMENT 具有约束力的协议

You agree that by participating in the Promotion you will be bound by these terms and conditions, FXCM's Terms of Business and any applicable laws that apply to Your Account (collectively, the “**Promotion Terms**”).

阁下同意，参加本推广计划即表示阁下将受到本推广条款及就阁下福汇账户的使用而受到适用于阁下账户的福汇业务条款(统称为「福汇条款」)及一直受到任何适用法律所约束。

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 Markets Limited with an active trading account (the “**Account**”);
为持有活跃交易账户(「账户」)的现有福汇 Markets 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 combined notional volume of 50k FX or 50 CFD contracts in round turn in the 12 (twelve) months prior to the date of making the Qualifying Referral (as defined below)

(i.e., open 50k and close 50k when trading FX; or open 50 contracts and close 50 contracts when trading CFDs). JPN225 and XAG are excluded from this promotion;

在推荐人提交推荐资格被推荐人(定义见下文)申请当日计算，过去 12(十二)个月内必须达到最少 50K 外汇或者 50 张差价合约名义来回交易量(定义见下文)

(比如,买入 50K 及卖出 50K 外汇;或买入及卖出 50 张差价合约)。JPN225 日经指数和 XAG/USD 白银不参加此次活动;

- (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; and

不得是福汇(或其任何联属公司)的介绍经纪商及不得以任何将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广计划。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。

(collectively, a **Qualifying Participant**”).

(统称为「合格参与者」)

4. **DURATION**

期间

The latest version of this Promotion starts on 1st Jan 2021 at 00:01 A.M. (GMT) and will continue until the Promotion is terminated in accordance with Clause 9.9 (the “**Promotion Period**”).

本推广计划由 2021 年 1 月 1 日早上 08:01 (北京时间)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 described in Clause 5.2 shall receive a bonus based on their initial deposit and trading volume as outlined in Clause 6.5 subject to the limits set out in Clause 7 (the “**Bonus**”).

每位符合第 5.2 条所述所有要求的合格参与者将会根据第 6.5 款所述的首次开户资金和交易量获取及受第 7 款所述的限制所约束收到奖赏。(「奖赏」)

- 5.2 In order to receive the Bonus during the Promotion Period, as a Qualifying Participant, You must: refer a family member or friend to FXCM who :

要在推广期内获取奖赏，合格参与者必须将家庭成员或朋友推荐予福汇：

- i. is eligible to open an account under FXCM Markets Limited;
须有资格与 FXCM Markets. Limited (「福汇」) 开立账户；
- ii. is a natural person;
须为自然人；
- iii. includes the Qualifying Participant's email address in the "Referral" section of the account application;
须于开户申请书「介绍人」栏目上填写合格参与者的电邮地址；
- iv. agrees to FXCM's applicable Promotion Terms;
同意福汇提供的推广条款及条件；
- v. opens at least 1 (one) new individual or joint self-trading account (under any currency denomination) and becomes a new client of FXCM;
须开立最少 1 (一) 个新个人或联名自行交易账户(以任何货币结算)及成为福汇新客户；
- vi. is not referred 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/或其任何附属公司建有经纪商关系的第三方推荐或管理；
- vii. makes an initial deposit of funds into the New Account as outlined in Clause 6.5 unless a higher deposit is required under the terms of business of the New Account. The initial deposit must be made in a single deposit to satisfy the requirement under Clause 6.5;
须如第 6.5 款所述将开户资金款额存入新开立的福汇账户，除非福汇条款要求存入更高的资金。开户资金必须一次性存入以满足第 6.5 款的要求；
- viii. maintains the New Account for at least 1 (one) month after activation;
在新账户启用后维持其最少 1 (一) 个月；
- ix. completes one or more trades on the New Account where the total trading volume of such trades adds up to minimum of 100 lot, in round turn of any products (except XAG/USD and JPN225) available on the platform including currency pairs and CFDs products within 90 (ninety) days of the New Account being opened. A "round-turn trade" is defined as the buying and selling of the same currency pairs or CFDs products; and
须于开户后 90 (九十) 日内在新交易账户内与福汇完成一项或以上交易，而该等交易的总交易量须达任何货币对 100K 或 100 张差价合约的名义来回交易量(JPN225 日经指数和 XAG/USD 白银不参加此次活动)。「来回交易」界定为买入及卖出某一货币对或差价合约产品；及
- x. be over eighteen years of age or over the age of maturity in his/her jurisdiction;
年满十八周岁以上或达到他/她所属司法管辖区的成年岁数以上。

(collectively, a "Qualified Referral")

(统称为「合格被推荐人」)

6. THE PAYMENT OF THE BONUS

奖赏的支付

- 6.1. The Bonus shall be credited to the Qualifying Participant's Account and the newly referred client's new account. Each Bonus payment shall be subject to the following provisions of Clause 6.

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。每笔奖赏须符合下列第 6 款的规定。

- 6.2. A Qualifying Participant must submit an email notification to FXCM confirming their eligibility to receive a Bonus. Upon receiving such notification, FXCM shall carry out a review of the relevant Account and determine if a Bonus is payable. Any Bonus approved by FXCM shall be paid into the Qualifying Participant's Account within fifteen business days of FXCM receiving the notification..

合格参与者必须向福汇发送电子邮件，以确认其获得奖赏的资格。在收到合格参与者的邮件通知后，福汇将审阅账户，并在收到该合格参与者电子邮件的十五个工作日内向合格参与者的交易账户支付奖赏。

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

账户在奖赏到期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 hereunder. 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. Each Qualifying Referral requires a minimum initial deposit of 300 CCY ("CCY" refers to the currency that the account is denominated in), unless otherwise required in the trading agreement. The Bonus shall be structured as follows:

除非交易协议另有规定，否则就合格被推荐人而言，最低开户资金是 300 账户结算货币(「CCY」)，

奖赏架构如下：

Minimum Requirement 1: Newly referred client opens account with an initial deposit 最低要求 1:合格被推荐人的首次开户资金	Minimum Requirement 2: Minimum trading volume 最低要求 2：最低交易量	Qualifying Participant will receive a bonus of: 合格参与者将获得的奖赏：	Newly referred client will receive a bonus of: 合格被推荐人将获得的奖赏：
300 CCY to < 2,000 CCY 300 账户结算货币至 <2,000 账户结算货币	100 lot in round-turn trades of any products* 100K 或者 100 张名义来回交易量*	50 CCY 50 账户结算货币	50 CCY 50 账户结算货币
2,000 CCY to < 5,000 CCY 2,000 账户结算货币至 <5,000 账户结算货币	200 lot in round-turn trades of any products* 200K 或者 200 张名义来回交易量*	100 CCY 100 账户结算货币	100 CCY 100 账户结算货币
5,000 CCY and over 5,000 账户结算货币及以上	500 lot in round-turn trades of any products* 500K 或者 500 张名义来回交易量*	200 CCY 200 账户结算货币	200 CCY 200 账户结算货币

*excluding XAG and JPN225

**JPN225 日经指数和 XAG/USD 白银不参加此次活动

6.6 In relation to Clause 6.5, trading volume and initial deposit requirements must both be met in order to be eligible for the respective amount of Bonus set forth. This means, if there is any mismatch between trading volume and initial deposit for one single level of Bonus, the lower amount of Bonus will be applicable. To illustrate please see the **worked examples** as follows:

关于第 6.5 款，交易量与首次开户资金的要求必须同时满足以符合上述各个奖赏金额资格。换言之，对同一等级的奖赏如果交易量与首次开户资金有任何的错配，则以较低额的奖赏为适用。请参阅以下示例说明：

(a) if a newly referred client makes an initial deposit in the amount of USD5,000 and within the prescribed period the Account has placed 200 lots round-turn trades, the applicable amount of Bonus will be USD100; and

如果一位合格被推荐人存入首次开户资金金额美金 5,000 并且在要求时间内该账户已经有 200K 或 200 张的名义来回交易量，则适用的奖赏金额为美金 100 元；以及

(b) if a newly referred client makes an initial deposit in the amount of USD1,000 and within the prescribed period the Account has placed 500 lots round-turn trades, the applicable amount of Bonus will be USD50.

如果一位合格被推荐人存入首次开户资金金额美金 1,000 元并且在要求时间内该账户已经有 500K 或 500 张的名义来回交易量，则适用的奖赏金额为美金 50 元。

7. LIMITED AVAILABILITY

有限供应

Subject to Clause 9.6, the below limits shall apply to this Promotion:

受第 9.6 款所限，以下限制将适用于本推广计划：

Qualifying Participants may refer up to 5 (five) Qualifying Referrals per calendar year under this Promotion.

根据本推广计划，合格参与者每个历年可推荐最多 5 (五)名合格被推荐人。

8. LIABILITY

法律责任

- 8.1 To the maximum extent permitted by law, You agree to indemnify and keep FXCM indemnified 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 agree to indemnify and keep FXCM indemnified 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. A Qualifying Participant may not refer himself/herself under this Promotion.

合资格参与者不得推荐自己。

- 9.2. You shall not issue, publish or distribute any advertisement, marketing materials or other sales literature utilising or making reference to FXCM and/or any of its affiliates 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、推广资料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 your 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迫发奖赏。

- 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，保留即时取消未经批准申请人的资格及/或要求即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导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. 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。

- 9.12. 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。

- 9.13. Qualifying Participants and newly referred clients 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)可能会适用于其獎赏的联邦、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。

- 9.14. 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

管辖法律及地点

These Promotion Terms shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms. 本推广条款将受英格兰及威尔士法例管辖及据此诠释。各方不可撤回地同意，英格兰及威尔士的法院拥有非独有管辖权以解决因为或与本推广条款有关的纠纷。