



THE FAMILY AND FRIENDS REFERRAL PROMOTION TERMS AND CONDITIONS

親朋好友推廣計劃條款及條件

1. THE PROMOTION 推廣計劃

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**”).

親朋好友推廣計劃由 FXCM Markets. Limited (「福匯」) 提供，讓福匯的現有客戶(「閣下」)有機會根據本推廣條款及條件推薦客戶予福匯而獲取獎賞(本「推廣計劃」)。

2. BINDING AGREEMENT 具有約束力的協議

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**”).

閣下同意，參加本推廣計劃即表示閣下將受到本推廣條款及就閣下福匯賬戶的使用而受到適用於閣下賬戶的福匯業務條款(統稱為「福匯條款」)及一直受到任何適用法律所約束。

3. ELIGIBILITY TO REFER FAMILY AND FRIENDS 推薦親朋好友的資格

To be eligible to take part in the Promotion, You must:
為符合資格參加本推廣計劃，閣下必須：

- (a) be an existing client of FXCM Markets Limited with an active trading account (the “**Account**”);
為持有活躍交易賬戶(「賬戶」)的現有福匯 Markets 客戶；
- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
年滿十八周歲以上或達到閣下所屬司法管轄區的成年歲數以上(假如閣下是個別人士)；
- (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;

在推薦人提交推薦合資格被推薦人(定義見下文)申請當日計算，過去 12(十二)個月內必須達到最少 50K 外匯或者 50 張差價合約名義來回交易量(定義見下文)

(比如,買入 50K 及賣出 50K 外匯;或買入及賣出 50 張差價合約)。JPN225 日經指數和 XAG/USD 白銀不參加此次活動;

- (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

不得是福匯(或其任何聯屬公司)的介紹經紀商及不得以任何將要求閣下正式註冊成為介紹經紀商或資金經理的身份行事;

- (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.

通過遞交親朋好友網頁上的參加表格，登記參加親朋好友推廣計劃。遞交表格後，福匯將會透過電郵向您發出如何開始推薦的指示。

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

(統稱為「合資格參與者」)

4. DURATION

期間

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**”).

本推廣計劃由 2021 年 1 月 1 日早上 08:01 (北京時間) 起生效及將一直持續有效，直至本推廣計劃根據第 9.9 款終止為止 (「推廣期」)。

5. HOW TO PARTICIPATE

如何參加

- 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 條所述所有要求的合資格參與者將會根據第 6.5 款所述的首次開戶資金和交易量獲取及受第 7 款所述的限制所約束收到獎賞。(「獎賞」)

- 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 :

要在推廣期內獲取獎賞，合資格參與者必須將家庭成員或朋友推薦予福匯：

- i. is eligible to open an account under FXCM Markets Limited;
須有資格與 FXCM Markets. Limited (「福匯」) 開立賬戶；
- ii. is a natural person;
須為自然人；
- iii. includes the Qualifying Participant's email address in the "Referral" section of the account application;
須於開戶申請書「介紹人」欄目上填寫合資格參與者的電郵地址；
- iv. agrees to FXCM's applicable Promotion Terms;
同意福匯提供的推廣條款及條件；
- v. opens at least 1 (one) new individual or joint self-trading account (under any currency denomination) and becomes a new client of FXCM;
須開立最少 1 (一)個新個人或聯名自行交易賬戶(以任何貨幣結算)及成為福匯新客戶；
- vi. is not referred by a third party who has an introducing broker relationship with FXCM and/or any of its affiliates;
不得經一名與福匯及/或其任何聯屬公司建有經紀商關係的協力廠商推薦或管理；
- 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;
須如第 6.5 款所述將開戶資金款額存入新開立的福匯賬戶，除非福匯條款要求存入更高的資金。開戶資金必須一次性存入以滿足第 6.5 款的要求；
- viii. maintains the New Account for at least 1 (one) month after activation;
在新賬戶啟用後維持其最少 1 (一)個月；
- 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
須於開戶後 90 (九十)日內在新交易賬戶內與福匯完成一項或以上交易，而該等交易的總交易量須達任何貨幣對 100K 或 100 張差價合約的名義來回交易量(JPN225 日經指數和 XAG/USD 白銀不參加此次活動)。「來回交易」界定為買入及賣出某一貨幣對或差價合約產品；及
- x. be over eighteen years of age or over the age of maturity in his/her jurisdiction;
年滿十八周歲以上或達到他/她所屬司法管轄區的成年歲數以上。

(collectively, a "Qualified Referral")

(統稱為「合資格被推薦人」)

6. THE PAYMENT OF THE BONUS

獎賞的支付

- 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.

獎賞將會存入合資格參與者的交易賬戶。相同的獎賞金額亦將會存入合資格被推薦人的交易賬戶。每筆獎賞須符合下列第 6 款的規定。

- 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..

合資格參與者必須向福匯發送電子郵件，以確認其獲得獎賞的資格。在收到合資格參與者的郵件通知後，福匯將審閱賬戶，並在收到該合資格參與者電子郵件的十五個工作天內向合資格參與者的交易賬戶支付獎賞。

- 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.

賬戶在獎賞到期應付予合資格參與者之日必須維持開立、活躍及並無產生任何糾紛或違責事件。

- 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.

每名合資格參與者受嚴格限制只可就每名合資格被推薦人獲享一次獎賞。為免生疑，聯名賬戶被視為一名被推薦人。倘若合資格參與者就一名合資格被推薦人獲取超過一次獎賞及/或獎賞超過個人上限（定義如下），則額外獎賞價值將視為合資格參與者合法欠負福匯的債項，而合資格參與者有責任立即將超出數額退還福匯。

- 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:

除非交易協定另有規定，否則就合資格被推薦人而言，最低開戶資金是 300 賬戶結算貨幣(「CCY」)，獎賞架構如下：

Minimum Requirement 1: Newly referred client opens account with an initial deposit 最低要求 1:合資格被推薦人的首次開戶資金	Minimum Requirement 2: Minimum trading volume 最低要求 2: 最低交易量	Qualifying Participant will receive a bonus of: 合資格參與者將獲得的獎賞:	Newly referred client will receive a bonus of: 合資格被推薦人將獲得的獎賞:
300 CCY to < 2,000 CCY 300 賬戶結算貨幣至 <2,000 賬戶結算貨幣	100 lot in round-turn trades of any products* 100K 或者 100 張名義來回交易量*	50 CCY 50 賬戶結算貨幣	50 CCY 50 賬戶結算貨幣
2,000 CCY to < 5,000 CCY 2,000 賬戶結算貨幣至 <5,000 賬戶結算貨幣	200 lot in round-turn trades of any products* 200K 或者 200 張名義來回交易量*	100 CCY 100 賬戶結算貨幣	100 CCY 100 賬戶結算貨幣
5,000 CCY and over 5,000 賬戶結算貨幣及以上	500 lot in round-turn trades of any products* 500K 或者 500 張名義來回交易量*	200 CCY 200 賬戶結算貨幣	200 CCY 200 賬戶結算貨幣

*excluding XAG and JPN225

**JPN225 日經指數和 XAG/USD 白銀不參加此次活動

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:

關於第 6.5 款，交易量與首次開戶資金的要求必須同時滿足以符合上述各個獎賞金額的資格。換而言之，對同一等級的獎賞如果交易量與首次開戶資金有任何的錯配，則以較低額的獎賞為適用。請參閱以下示例說明：

(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

如果一位合資格被推薦人存入首次開戶資金金額美金 5,000 並且在要求時間內該賬戶已經有 200K 或 200 張的名義來回交易量，則適用的獎賞金額為美金 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.

如果一位合資格被推薦人存入首次開戶資金金額美金 1,000 元並且在要求時間內該賬戶已經有

500K 或 500 張的名義來回交易量，則適用的獎賞金額為美金 50 元。

7. LIMITED AVAILABILITY

有限供應

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

受第 9.6 款所限，以下限制將適用於本推廣計劃：

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

根據本推廣計劃，合資格參與者每個歷年可推薦最多 5 (五)名合資格被推薦人。

8. LIABILITY

法律責任

- 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.

在法律許可的最大範圍內，閣下將會及同意在任何時候使福匯免責於由閣下的任何行為、違責或不作為及/或閣下違反本條所列的陳述及保證而造成的任何責任、索賠、要求、虧損、損害、成本及費用。

在法律許可的最大範圍內，根據本推廣條款，閣下將會及同意在任何時候使福匯免責於基於或相關或因閣下任何行為、違責或不作為而附帶引起，包括(但不限於)根據本推廣條款閣下不論是基於疏忽或其他原因而產生的任何違反情況、不遵守情況、行為或不作為，以致福匯將會或可能會變為負有責任的任何法律責任、行為、索賠、要求、虧損、損害、成本及費用。在法律許可的最大範圍內，閣下同意使福匯、其董事、高級人員、僱員及受讓人免責於因為或聲稱因為閣下參與本推廣計劃及/或獲贈獎賞而導致的任何傷害或損害。

- 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.

在法律許可的範圍下，如因為或與本推廣計劃相關而產生糾紛或申索，閣下提出訴訟、尋求禁制令或

以任何其他方式尋求司法或任何其他程式的權利謹此被摒除，而閣下明確放棄任何及全部此等權利。

9. **ADDITIONAL CONDITIONS:**

其他條件：

- 9.1. A Qualifying Participant may not refer himself/herself under this Promotion.

合資格參與者不得推薦自己。

- 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.

閣下不得發出、刊發或分發使用或提述福匯或其產品/服務的廣告、推廣資料或其他銷售檔或透過該等途徑就本推廣計劃招攬客戶。

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

獎賞將會以存入有關福匯交易賬戶的方式支付。獎賞不會以其他方式支付。

- 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.

倘獎賞乃錯誤存入或任何推薦被釐定為並非真誠作出或經舞弊手法、欺詐或不當行為而產生，則福匯可酌情拒絕、取消或索回有關獎賞。

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

過去的推薦將不會被追發獎賞。

- 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.

福匯保留拒絕任何據信是違反推廣條款及/或福匯條款的合資格參與者參加本推廣計劃的權利。假如此合資格參與者或一名非合資格參與者(「未經批准申請人」)參加本推廣計劃，福匯在不損害到本推廣條款及/或福匯條款任何其他權利的情況下，保留即時取消未經批准申請人的資格及/或要求即時償還任何已授出的獎賞價值(將被視為未經批准申請人合法欠負福匯的債務)的權利。

- 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.

本推廣計劃只可用以推薦與合資格參與者有直接及/或私人關係的個別人士，及合資格參與者認為其對福匯產品及服務感興趣之人士。

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

本推廣計劃不得與福匯任何其他優惠或推廣一併使用。

- 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.

福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣計劃或其任何部份的權利，包括(但不限於)隨時延長推廣期，而毋須事先作出通知。在此情況下，福匯將會作出合理努力透過電郵通知閣下。

- 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.

福匯無須就基於傳送或通訊工具中斷或故障或任何其他在福匯控制範圍以外的技術錯誤或原因而致指令接收或傳送出現延遲(「技術錯誤」)負上責任。倘若推廣計劃因為技術錯誤而無法按計劃執行，福匯將不會產生任何法律責任，而獎賞將不會授出。

- 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.

若本推廣條款的任何條文被視為無效或無法強制執行，則本文的所有餘下條文仍將具備十足效力及作用。

- 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.

除文義另有所指外，任何性別的提述包括所有性別，而單數的使用包括複數，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.

合資格參與者及合資格被推薦人須唯一負責支付任何及全部稅項，包括(但不限於)可能會適用於其獎賞的聯邦、州及地方稅項。福匯有權利但沒有義務根據適用聯邦及地方課稅法律、規則、法例、守則或條例作出任何福匯認為需要或適宜的扣減或扣繳。

- 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.

福匯可全權酌情為您提供推廣條款的譯本。英文原文應為福匯與閣下之間的唯一合法具有約束力的版本。如英文原文與閣下擁有的其他譯文有任何歧義，概以英文原文為準。

10. GOVERNING LAW AND VENUE

管轄法律及地點

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. 本推廣條款將受英格蘭及威爾士法例管轄及據此詮釋。各方不可撤回地同意，英格蘭及威爾士的法院擁有非獨有管轄權以解決因為或與本推廣條款有關的糾紛。