



## THE FAMILY AND FRIENDS REFERRAL PROMOTION REFERRED CLIENT TERMS AND CONDITIONS

### 亲朋好友推广计划被推荐客户的条款及条件

#### 1. THE PROMOTION

##### 推广计划

This Family and Friends Referral Promotion is offered by FXCM Markets Limited (“**FXCM**”) to new clients of FXCM (“**You**”). You may be entitled to receive a bonus if You have been referred to FXCM by an existing client, subject to the terms and conditions of this promotion (the “**Promotion**”).

亲朋好友推广计划由 FXCM Markets. Limited (「福汇」) 提供，让福汇现有客户推荐的新客户(「阁下」) 有机会根据本推广条款及条件获取奖赏 (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 (defined below), (collectively, the “**Promotion Terms**”).

阁下同意，参加推广计划即表示阁下将受到推广条款及就阁下福汇账户(定义见下文)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

##### 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 referred by an existing client of FXCM under the Family and Friends Referral Promotion [<https://www.fxcm.com/markets/referral-program/>], who has not referred more than 5 (five) Qualifying Referrals (defined below) (including You) to FXCM in the applicable calendar year (a “**Qualified Referrer**”);

由参加亲朋好友推广计划的福汇现有客户所推荐[<https://www.fuhui-chn.com/gb/referral-program/> (中文版网页)]。该推荐人在相关日历年度内没有推荐多于 5(五)位合格的被推荐人(于下方定义)(包括阁下)给福汇(合格推荐人)；

- (b) have a direct and/or personal relationship with the Qualified Referrer;  
与推荐人有直接以及/和私人的关系；
- (c) be eligible to open an account under FXCM Markets Limited;

有资格于 FXCM Markets Limited(「福汇」)开立账户;

(d) be a natural person;

须为自然人;

(e) not be 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/或其任何附属公司建有介绍经纪商关系的第三方推荐或管理;

(f) not have an introducing broker relationship with FXCM and/or any of its affiliates;

不得与福汇及/或其任何附属公司建有介绍经纪商关系;

(g) open at least 1 (one) new individual or joint self-traded account (under any currency denomination) and become a new client of FXCM Markets (“**Account**”);

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(「账户」);  
以及

(h) be over eighteen years of age or over the age of maturity in Your jurisdiction.

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。

(collectively, a “**Qualifying Referral**”).

(统称为「合资格被推荐人」)

#### 4. **DURATION**

##### 期间

This Promotion starts on 1<sup>st</sup> Jan 2021 at 00:01 A.M. (GMT) and will continue until the Promotion is terminated in accordance with Clause 8.7 (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 8.7 款终止为止(「推广期」)。

#### 5. **HOW TO PARTICIPATE**

##### 如何参加

5.1. Provided that each Qualifying Referral complies with all of the Requirements (defined below), You shall receive a bonus based on your initial deposit and trading volume as outlined in Clause 6.5 (the “**Bonus**”).

每名遵守所有要求(定义见下文)的合资格被推荐人将会根据第 6.5 款所载的合资格被推荐人的首次开户资金、交易量获取奖赏(该「奖赏」)的限制所约束收到奖赏。

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

要在推广期内获取奖赏，合格被推荐人必须：

- (a) include the Referrer's email address in the "Referral" section of the account application;  
须于开户申请书「介绍人」栏目上填写推荐人的电邮地址；
- (b) agree to these Promotion Terms;  
同意福汇提供的推广条款及条件；
- (c) make an initial deposit of funds into the Account as outlined in Clause 6.5 unless a higher deposit is required under the FXCM Terms. The initial deposit must be made in a single deposit to satisfy the requirement under Clause 6.5;  
须如第 6.5 款所载将开户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。开户资金必须一次性存入以满足第 6.5 的要求；
- (d) maintain the Account for at least 1 (one) month after activation;  
在账户启用后维持其福汇交易账户最少 1 (一)个月；
- (e) 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.  
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。

(together the "Requirements")

(统称为「要求」)

**6. THE PAYMENT OF THE BONUS**

奖赏的支付

6.1. For each Qualifying Referral, the Bonus shall be credited to Your Account as set out below.

奖赏将会存入合格被推荐人的交易账户(载列于下文)。

Upon receiving notification from you confirming your entitlement to the Bonus, FXCM shall carry out a review of your Account and determine if the Bonus is payable. Any Bonus approved by FXCM shall be paid to your Account within fifteen business days of FXCM receiving the notification.

在收到被推荐人的应获得奖赏的通知后，福汇将审阅账户的是否符合资格，并在收到该被推荐人的通知十五个工作日内向推荐人的交易账户支付奖赏。

- 6.2. Your Account must be open, active and not subject to any dispute or default on the date the Bonus falls due.

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

- 6.3. Each Qualifying Referral is strictly limited to one Bonus. 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 You the value of the additional Bonus will be deemed a debt lawfully owed by You to FXCM and You shall be obliged to immediately return the excess to FXCM.

每名合格被推荐人受严格限制只可获享一次奖赏。为免生疑，联名账户被视为一名被推荐人。倘若合格被推荐人就被推荐获取超过一次奖赏，则额外奖赏价值将视为合格被推荐人合法欠负福汇的债项，而合格被推荐人有责任立即将超出数额退还福汇。

- 6.4. For each Qualifying Referral a minimum initial deposit is 300 CCY is required ("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: You 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	You will receive a bonus of: 合格被推荐人将获得的奖赏：	Qualifying Referrer will receive a bonus of: 合格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 XA/G/USD 白银不参加此次活动

6.5. 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 You 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 You 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. LIABILITY 法律责任

- 7.1. 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。

- 7.2. 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。

## **8. ADDITIONAL CONDITIONS**

其他条件

- 8.1. 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。

- 8.2. The Bonus will be paid as a credit into the 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。

- 8.3. FXCM may, in its discretion, decline, cancel, or reverse a Bonus if a payment is made in error or if Referrer's 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推荐人的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。

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

过去的推荐将不会被追发奖赏。

- 8.5. FXCM reserves the right, without prejudice to any other rights under the Promotion Terms, to immediately disqualify You from this Promotion if You are in breach of the Promotion Terms and/or demand the immediate repayment of the value of any Bonus awarded, which will be deemed a debt lawfully owed by You 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被推荐人参加本推广计划的权利。假如此合资格被推荐人或一名非合资格被推荐人(「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。

- 8.6. 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。

- 8.7. 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。

- 8.8. 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。

8.9. 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。

8.10. 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。

8.11. 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。

8.12. You 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.

阁下须单独承担任何及全部税款，包括但不限于可能适用于阁下参与本次推广活动的联邦税、州税及地方税。福汇有权但无义务根据适用的联邦及地方课税法律、规定、法规、守则或条例作出福汇认为必要适宜的扣减和扣缴。

8.13. 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。

## 9. 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。