



THE FAMILY AND FRIENDS REFERRAL PROMOTION REFERRED CLIENT TERMS AND CONDITIONS

1. THE PROMOTION

The Family and Friends Referral Promotion is offered to residents of mainland China, Taiwan, Macau, Malaysia, Vietnam, Philippines, Thailand, Indonesia and India by FXCM Markets Limited (“**FXCM**”), which gives new clients of FXCM who are referred by existing clients the opportunity to receive a bonus (“**You**” or “**Your**”) in accordance with these promotion terms and conditions (the “**Promotion Terms**”) (the “**Promotion**”).

2. BINDING AGREEMENT

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), the terms of business 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.

3. ELIGIBILITY

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

- (a) be referred by an existing client of FXCM under the Family and Friends Referral Promotion [\[https://www.fxcm.com/my/forex-referral-program/\]](https://www.fxcm.com/my/forex-referral-program/) (“**Referrer**”) who has not referred more than 5 (five) Qualifying Referrals (defined below) (including You) to FXCM in the applicable calendar year;
- (b) have a direct and/or personal relationship with the Referrer;
- (c) be a resident of mainland China, Taiwan, Macau, Malaysia, Vietnam, Philippines, Thailand, Indonesia or India;
- (d) be a natural person;
- (e) not be referred or managed by a third party who has an introducing broker relationship with FXCM and/or any of its affiliates;
- (f) not have an introducing broker relationship with FXCM and/or any of its affiliates;

(g) open at least 1 (one) new individual or joint self-traded account (under any currency denomination) and become a new client of FXCM or its affiliated company, FXCM Australia Pty. Limited (“**Account**”);

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

(the “**Qualifying Referral**”).

4. DURATION

This Promotion starts on 15th February 2019 at 00:01 A.M. (Australian Eastern Standard Time) and will continue until the Promotion is terminated in accordance with Clause 8.7 (the “**Promotion Period**”).

5. HOW TO PARTICIPATE

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

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

(a) include the Referrer’s email address in the “Referral” section of the account application;

(b) agree to the Referred Client Terms and Conditions provided by FXCM;

(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;

(d) maintain the Account for at least 1 (one) month after activation;

(e) complete one or more trades on the Account where the total trading volume of such trades adds up to minimum of 50k (Fifty Thousand) in round-turn notional volume on any currency pair(s) (or its equivalent¹) within 90 (ninety) days of the Account being opened. A “round-turn trade” is defined as the buying and selling of one currency pair.

(together the “**Requirements**”)

¹ “Equivalent” shall mean an equivalent settlement amount in other types of trades that You may enter into with FXCM, including but not limited to any CFD trades. If You have any queries as to whether Your settlement amount has reached the equivalent of the minimum forex trading volume under the Promotion, please feel free to contact FXCM directly.

6. THE PAYMENT OF THE BONUS

- 6.1. The Bonus shall be credited to the Qualifying Referral's Account as set out below.
- 6.2. Upon receiving notification from the Qualifying Referral 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 Referral.
- 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 Referral.
- 6.4. 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 a Qualifying Referral the value of the additional Bonus will be deemed a debt lawfully owed by the Qualifying Referral to FXCM and the Qualifying Referral shall be obliged to immediately return the excess to FXCM.
- 6.5. For Qualifying Referrals the minimum initial deposit is 500 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:

Minimum Requirement 1: Qualifying Referral opens account with an initial deposit	Minimum Requirement 2: Minimum trading volume (or its equivalent ²)	Qualifying Participant will receive a bonus of:	Qualifying Referral will receive a bonus of:
500 CCY to < 1,000 CCY	50K in round-turn notional volume on any currency pair(s)	25 CCY	25 CCY
1,000 CCY to < 2,000 CCY	100K in round-turn notional volume on any currency pair(s)	50 CCY	50 CCY
2,000 CCY to < 10,000 CCY	200K in round-turn notional volume on any currency pair(s)	100 CCY	100 CCY
10,000 CCY to < 20,000 CCY	300K in round-turn notional volume on any currency pair(s)	150 CCY	150 CCY
20,000 CCY and over	500K in round-turn notional volume on any currency pair(s)	300 CCY	300 CCY

² Please refer to footnote 1 above.

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:

- (a) if a Qualifying Referral makes an initial deposit in the amount of USD20,000 and within the prescribed period the Account has USD200K in round-turn notional volume, the applicable amount of Bonus will be USD100; and
- (b) if a Qualifying Referral makes an initial deposit in the amount of USD1,000 and within the prescribed period the Account has USD500k in round-turn notional volume, the applicable amount of Bonus will be USD50.

7. LIABILITY

7.1. 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.

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.

8. ADDITIONAL CONDITIONS

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.

8.2. The Bonus will be paid as a credit into the Account. No other forms of payment will be made.

- 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.
- 8.4. The Bonus cannot be applied retroactively for past referrals.
- 8.5. FXCM reserves the right to refuse a Qualifying Referral 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 Referral or a non-Qualifying Referral (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.
- 8.6. This Promotion may not be used in conjunction with any other offer or promotion of FXCM.
- 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.
- 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.
- 8.9. 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: <https://www.fxcm.com/my/legal/privacy-policy/>
- 8.10. 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.

- 8.11. 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.
- 8.12. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
- 8.13. 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.
- 8.14. 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.

9. GOVERNING LAW AND VENUE

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