

FXCM MARKETS LLC ATG REBATE PROGRAM
TERMS AND CONDITIONS

福汇 Markets LLC 尊贵客户赠金活动

条款与条件

1. THE PROMOTION 推广活动

FXCM Markets LLC (“**FXCM**”) offers the Promotion described hereunder to new and existing clients of FXCM (“**you**” or “**your**”) who are residents of China, Indonesia, Macau, Malaysia, Philippines, Taiwan, Thailand and Vietnam (each, a “**Designated Country**”).

FXCM Markets LLC (「福汇」, 「福汇 Markets LLC」) 向福汇指定居住在中国、印度尼西亚、澳门、马来西亚、菲律宾、台湾、泰国以及越南(每一个称为「指定国家」)的新客户和现有客户(「阁下」或「阁下的」)提供如下文定义的推广活动。

Subject to these terms and conditions, you may have the opportunity to receive rebates if you meet the minimum notional volume trading requirements in accordance with these terms and conditions (the “**Promotion**”).

根据此条款与条件, 当阁下达成此推广条款与条件(「推广条款」, 「推广活动」)中注明的最低名义交易量即有机会获得赠金。

2. BINDING AGREEMENT 约束性协议

You agree that by participating in the Promotion You will be bound by these terms and conditions and FXCM’s Terms of Business (including any schedules, annexes, exhibits, amendments and/or side agreements, if any) that apply to Your account and always subject to any applicable laws (together the “**Promotion Terms**”). In the event of any conflicts or inconsistency between FXCM’s Terms of Business and these terms and conditions, FXCM’s Terms of Business shall prevail.

阁下同意, 参加本推广活动, 阁下将受到此条款及条件和适用于阁下账户的福汇业务条款(包括任何附表、附录、附件、修订及/或附加协议, 如有)所约束, 且阁下始终受到适用法律的约束(统称

为「推广活动条款」)。若福汇业务条款与本推广条款有任何冲突或歧异，概以福汇业务条款为准。

3. HOW TO BE ELIGIBLE 如何参与

To be eligible to participate in the Promotion you must:

为符合资格参加本推广活动，阁下必须：

- (a) be invited by FXCM to participate;
受到福汇的邀请；
- (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 (若阁下是个人)；
- (c) be a resident of a Designated Country;
为指定国家的居民；
- (d) open a new trading account with FXCM, or be an existing client of FXCM, such account always being subject to FXCM's Terms of Business, and which must be open and not subject to any dispute or default during the Promotion Period defined below ("**Qualifying Account**");
新开设一个福汇交易账户，或已持有有一个福汇交易账户，此类账户始终受福汇业务条款约束，且必须在如下文定义的推广活动期间维持开设，及并无产生任何纠纷或违约事件 (「合资格账户」)；
- (e) achieve the volume requirement (explained below), during the Promotion Period (defined below) with regards to the specified FX, Shares, Commodities, baskets and Stock Indices; and
于推广活动期间内(定义如下文)，在所指的外汇、股票 CFD、大宗商品、一篮子产品以及股票指数达到交易量要求(说明如下文)；且
- (f) agree and comply with these Promotion Terms.
同意并遵守此推广活动条款

(Collectively, the "**Eligibility Requirements**").

(统称为「合格要求」)。

For the avoidance of doubt, if you do not comply with the Eligibility Requirements, you will not be entitled to participate in this Promotion.

为避免疑惑，若阁下未能遵从此合格要求，阁下将无法参与此推广活动。

4. PROMOTION PERIOD 推广活动期间

This Promotion starts on 5th November 2022 at 00:01 A.M. (GMT+8) and ends on 31st December 2022 at 23:59 PM (GMT+8) (“**The Promotion Period**”).

此推广活动于 2022 年 11 月 5 日凌晨 12 点 01 分(GMT+8)开始，于 2022 年 12 月 31 日晚上 11 点 59 分(GMT+8)结束。（「推广活动期间」）

5. VOLUME REQUIREMENT 交易量要求

5.1 To be eligible to receive the rebate under this Promotion, the Qualifying Account must meet the minimum combined notional volume of USD 5 Million on a monthly basis during the Promotion Period. The total value of USD notional volume will be calculated based on the end of day FX-rate on the rebate calculation date. The Rebate promotion is based on current Active Trader Rebate Program and shall be structured as follows:

在此推广活动中要有资格收到赠金，合格账户必须在推广活动期间每个月达成五百万美元的最低总名义交易量。美元名义交易量的价值将根据我们计算赠金当天的外汇兑换率收盘价格为准。其赠金是基于现有的卓越账户现金返现计划，推广活动架构如下：

FX & Commodity	Notional Volume in USD Million	Current Rebate (USD per Million)	November Rebate (USD per Million)	December Rebate (USD per Million)
Special Tier	5 to <10	\$0	\$2.5	\$2.5
Tier 1	10 to < 25	\$5	\$5	\$5
Tier 2	25 to < 75	\$10	\$10	\$10
Tier 3	75 to < 200	\$15	\$15	\$15
Tier 4	200 to < 400	\$20	\$24	\$24
Tier 5	400 and over	\$25	\$30	\$30

外汇与大宗商品	名义交易量(以美金百万计算)	现有赠金 (美元/百万)	十一月赠金 (美元/百万)	十二月赠金 (美元/百万)
特别礼遇	5 至 <10	\$0	\$2.5	\$2.5
第一阶梯	10 至 < 25	\$5	\$5	\$5
第二阶梯	25 至 < 75	\$10	\$10	\$10
第三阶梯	75 至 < 200	\$15	\$15	\$15
第四阶梯	200 至 < 400	\$20	\$24	\$24
第五阶梯	≥400	\$25	\$30	\$30

Asset Class	Symbol	Rebate \$/M (USD)
Index CFD	AUS200	\$3.00
Index CFD	CHN50	\$3.00
Index CFD	EUSTX50	\$3.00
Index CFD	GER30	\$3.00
Index CFD	HKG33	\$3.00
Index CFD	JPN225	\$3.00
Index CFD	NAS100	\$3.00
Index CFD	SPX500	\$3.00
Index CFD	US2000	\$3.00
Index CFD	ESP35	\$3.00
Index CFD	FRA40	\$3.00
Index CFD	VOLX	\$3.00
Index CFD	UK100	\$1.00
Index CFD	US30	\$1.00
Index CFD	INDIA50	\$1.00

资产类型	产品	赠金 (美元/百万)
股票指数差价合约	AUS200 (澳大利亚标普 200)	\$3.00
股票指数差价合约	CHN50 (富时中国 A50)	\$3.00
股票指数差价合约	EUSTX50 (欧洲 Euro Stoxx 50)	\$3.00
股票指数差价合约	GER30 (德国 DAX)	\$3.00
股票指数差价合约	HKG33 (香港恒生)	\$3.00
股票指数差价合约	JPN225 (日经 225)	\$3.00
股票指数差价合约	NAS100 (纳斯达克 100)	\$3.00
股票指数差价合约	SPX500 (美国标普 500)	\$3.00
股票指数差价合约	US2000 (美国罗素 2000 指数)	\$3.00
股票指数差价合约	ESP35 (西班牙 IBEX 35 指数)	\$3.00
股票指数差价合约	FRA40 (法国 CAC40 指数)	\$3.00
股票指数差价合约	VOLX (波动率 (恐慌) 指数)	\$3.00

股票指数差价合约	UK100 (英国富时 100)	\$1.00
股票指数差价合约	US30 (道琼斯)	\$1.00
股票指数差价合约	INDIA50 (印度 INDIA50 指数)	\$1.00

5.2 For Qualifying Accounts, rebates will be calculated according to the corresponding tier of the total combined USD notional volume achieved within the same calendar month. To illustrate please see the **worked examples** as follows:

对于合格的账户，赠金将会基于在一个月内达到的美金名义交易量加总所对应的阶梯来计算。请参阅以下示例说明：

Example 1: If a Qualifying Account has a combined USD notional volume from below trading instruments:

范例一：如果一个合格账户有以下交易品种的美金名义交易量加总：

Specified Trading Instruments	USD Notional Volume
FX	5,000,000
XAU	2,000,000
USOIL	2,000,000
AUS200	1,000,000
US30	3,000,000
Combine USD Notional Volume	13,000,000

The total rebates the Qualifying Account is entitled to will correspond to Tier 1 rebates: USD[9x5 (for FX and Commodities) + 1x3 (for AUS200) + 3x1 (for US30)] = USD51

交易品种	美金名义交易量
外汇	5,000,000
黄金	2,000,000
美国原油	2,000,000
澳大利亚标普 200 指数	1,000,000
道琼斯指数	3,000,000
美金名义交易量加总	13,000,000

此合资格账户有资格领取的赠金将会以第一阶梯的赠金标准来做计算：9x5(包含外汇以及大宗商品) + 1x3(澳大利亚标普 200 指数)+ 3x1(道琼斯指数) = 51 美元

Example 2: If a Qualifying Account has a combined USD notional volume from below trading instruments:

范例二：如果一个合资格账户有以下交易品种的美金名义交易量加总：

Specified Trading Instruments	USD Notional Volume
FX	20,000,000
XAU	10,000,000
USOIL	5,000,000
AUS200	15,000,000
US30	10,000,000
Combine USD Notional Volume	60,000,000

The total rebates the Qualifying Account is entitled to will correspond to Tier 3 rebates:

USD [35x15 (for FX and Commodities) + 15x3 (for AUS200) + 10x1 (for US30)] = USD 580

交易品种	美金名义交易量
外汇	20,000,000
黄金	10,000,000
美国原油	5,000,000
澳大利亚标普 200 指数	15,000,000
道琼斯指数	10,000,000
美金名义交易量加总	60,000,000

此合资格账户有资格领取的赠金将会以第三阶梯的赠金标准来做计算：35x15 (包含外汇以及大宗商品)+ 15x3 (澳大利亚标普 200 指数)+ 10x1(道琼斯指数) = 580 美元

6. THE PAYMENT OF THE REBATES 赠金发放

6.1 The rebate shall be credited to the Qualifying Account as set out below.

赠金将照以下规则存入阁下合资格账户。

6.2 At the end of the last business day within each calendar month during the Promotion Period, FXCM shall review the Qualifying Account and the associated USD notional trading volumes

and the rebates, if any, shall be paid within 15 business days in the subsequent calendar month.

在推广活动期间内每个月的最後一个工作天，福汇将会审核账户中美金名义价值的交易量与相对赠金，若阁下有获取赠金，将会在下个月的 15 个工作日内发放。

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

在赠金发放的当天，合资格账户必须要维持开设、有效的状态，并且无产生任何纠纷或违约事件。

6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to you.

福汇对于阁下是否符合资格参加本推广活动拥有全权绝对酌情决定权。

7. LIABILITY 法律责任

7.1 You agree to indemnify, defend and hold harmless FXCM (including its directors, officers, employees and assigns) on written demand and at all times from and against any and all liability, fines, penalties, actions, judgement, settlement, claims, demands, losses, damages, injury, compensation, costs and expenses (including interest payments, reasonable legal fees on a solicitor/client basis, other professional fees and disbursements and costs of investigation and litigation) 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 and/or any breach of representation and warranty set forth herein 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.

阁下同意，阁下将会根据书面要求在任何时候赔偿、捍卫、维护福汇(包括其董事、高级人员、员工及受让人)，使其免于由于或涉及或因阁下做出的任何行为、违责、不作为及/或阁下违反此推广活动条款所列的陈述和保证附带引起，包括但不限于由于或涉及与阁下的任何违规行为、不遵从条款、行为或不作为(不论是疏忽或以其他方式作出)，而导致福汇将会或可能承担的任何法律责任、罚金、处罚、诉讼、判决、和解、索赔、要求、损失、损害、伤害、赔偿、成本及费用(包括支付利息、客户与事务律师所定的合理律师费用、其他专业服务费用、垫付款以及调

查诉讼费)。

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，如因为或涉及本推广活动而产生纠纷或申索，阁下的诉讼权、对司法或任何其他程序寻求禁制令或任何其他追索权的权利将会仅此被免除，而阁下明确放弃任何及全部此等权利。

8. GENERAL CONDITIONS 一般条款

8.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
此推广活动不得与其他福汇的折扣或活动同时进行。

8.2 In the event that FXCM considers Your participation in this Promotion is, or is likely to be, in breach of these Promotion Terms, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms, to immediately withdraw the Promotion.

若福汇认为阁下参与此次推广活动，有违或可能有违此推广活动条款。福汇保留在不损害本推广活动条款其他权利的情况下，立即撤销阁下账户参与此推广活动的权利。

8.3 FXCM may, in its discretion, cancel, or reverse the Promotion if it is given in error.

若此推广活动存在误差，福汇可酌情取消或撤销此推广活动。

8.4 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、暂停或终止本推广活动或其任何部份的权利，包括但不限于随时延长该推广活动时间而毋须事先作出通知。在此情况下，福汇将尽合理努力以电邮方式通知阁下。

8.5 If the Promotion cannot be executed as planned, due to reasons beyond the control of FXCM, including (but not limited to) any problems or technical malfunction, or any applicable

instrument being delisted or changed substantially, FXCM shall incur no liability to You in connection with the Promotion.

若此推广活动无法按计划执行，其原因是福汇不可控因素，包括(但不限于)任何问题或技术故障、或任何适用产品退市或产生重大改变，福汇就此推广活动对阁下概不负责。

8.6 All former and current employees, interns and contractors of FXCM (the “**Staff**”), and each of its affiliates and subsidiaries and the Staff’s immediate family members and persons with whom such employees are domiciled are prohibited from participating in the Promotion.

福汇的所有前任以及现任雇员、实习生和承包商(「雇员」)，与其所有联属公司和附属公司已及雇员的直系亲属和共同居住人士均不得参与此次推广活动。

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

若本推广活动条款的任何条文被视为无效或无法强制履行，其馀所有条文仍然完全有效。

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

除上下文另有所指外，凡提及任何性别均包括所有性别，凡使用单数形式均包括复数形式，反之亦然。

8.9 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 to Your participation in the Promotion. 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、州税以及地方税。福汇有权利但无义务，根据适用的联邦和地方课税法律、规定、法规、守则或条例作出其认为必要或事宜的扣减和扣缴。

8.10 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.

福汇可以自行酌情决定是否为阁下提供此推广活动条款的译本。英文版本是福汇与阁下之间唯一具有法律约束的版本。如英文原版与阁下持有其他译本有所出入，概以英文原本为准。

9. GOVERNING LAW AND VENUE 監管法律及監管地

These Promotion Terms shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Promotion Terms.

此等推广条款将受到圣文森及格瑞那丁法律监管及据此诠释。双方不可撤销地同意，英格兰及威尔士法院拥有解决任何因此推广活动条款引起或与之相关的纠纷的独有管辖权。