

FXCM MARKETS LLC ATG REBATE PROGRAM
TERMS AND CONDITIONS

福匯 Markets LLC 尊貴客戶贈金活動

條款與條件

1. THE PROMOTION 推廣活動

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 (「福匯」，「福匯 Markets LLC」) 向福匯指定居住在中國、印尼、澳門、馬來西亞、菲律賓、臺灣、泰國以及越南(每一個稱為「指定國家」)的新客戶和現有客戶(「閣下」或「閣下的」)提供如下文定義的推廣活動。

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**”).

根據此條款與條件，當閣下達成此推廣條款與條件(「推廣條款」，「推廣活動」)中注明的最低名義交易量即有機會獲得贈金。

2. BINDING AGREEMENT 約束性協議

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.

閣下同意，參加本推廣活動，閣下將受到此條款及條件和適用於閣下賬戶的福匯業務條款(包括任何附表、附錄、附件、修訂及/或附加協議，如有)所約束，且閣下始終受到適用法律的約束(統稱

為「推廣活動條款」)。若福匯業務條款與本推廣條款有任何衝突或歧異，概以福匯業務條款為準。

3. HOW TO BE ELIGIBLE 如何參與

To be eligible to participate in the Promotion you must:

為符合資格參加本推廣活動，閣下必須：

- (a) be invited by FXCM to participate;
受到福匯的邀請；
- (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 (若閣下是個人)；
- (c) be a resident of a Designated Country;
為指定國家的居民；
- (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**");
新開設一個福匯交易賬戶，或已持有一個福匯交易賬戶，此類賬戶始終受福匯業務條款約束，且必須在如下文定義的推廣活動期間維持開設，及並無產生任何糾紛或違約事件 (「合資格賬戶」)；
- (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
於推廣活動期間內(定義如下文)，在所指的外匯、股票 CFD、大宗商品、一籃子產品以及股票指數達到交易量要求(說明如下文)；且
- (f) agree and comply with these Promotion Terms.
同意並遵守此推廣活動條款

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

(統稱為「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.

為避免疑惑，若閣下未能遵從此合格要求，閣下將無法參與此推廣活動。

4. PROMOTION PERIOD 推廣活動期間

This Promotion starts on 5th November 2022 at 00:01 A.M. (GMT+8) and ends on 31st January 2023 at 23:59 PM (GMT+8) (“**The Promotion Period**”).

此推廣活動於 2022 年 11 月 5 日凌晨 12 點 01 分(GMT+8)開始，於 2023 年 1 月 31 日晚上 11 點 59 分(GMT+8)結束。(「推廣活動期間」)

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:

在此推廣活動中要有資格收到贈金，合資格賬戶必須在推廣活動期間每個月達成五百萬美元的最低總名義交易量。美元名義交易量的價值將根據我們計算贈金當天的外匯兌換率收盤價格為準。其贈金是基於現有的卓越賬戶現金返現計畫，推廣活動架構如下：

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

外匯與大宗商品	名義交易量(以美金 百萬計算)	現有贈金 (美元/百萬)	十一月贈金 (美元/百萬)	十二月贈金 (美元/百萬)
特別禮遇	5 至 <10	\$0	\$2.5	\$2.5
第一階梯	10 至 < 25	\$5	\$5	\$5
第二階梯	25 至 < 75	\$10	\$10	\$10
第三階梯	75 至 < 200	\$15	\$15	\$15
第四階梯	200 至 < 400	\$20	\$24	\$24
第五階梯	≥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

資產類型	產品	贈金 (美元/百萬)
股票指數差價合約	AUS200 (澳大利亞標普 200)	\$3.00
股票指數差價合約	CHN50 (富時中國 A50)	\$3.00
股票指數差價合約	EUSTX50 (歐洲 Euro Stoxx 50)	\$3.00
股票指數差價合約	GER30 (德國 DAX)	\$3.00
股票指數差價合約	HKG33 (香港恒生)	\$3.00
股票指數差價合約	JPN225 (日經 225)	\$3.00
股票指數差價合約	NAS100 (納斯達克 100)	\$3.00
股票指數差價合約	SPX500 (美國標普 500)	\$3.00
股票指數差價合約	US2000 (美國羅素 2000 指數)	\$3.00
股票指數差價合約	ESP35 (西班牙 IBEX 35 指數)	\$3.00
股票指數差價合約	FRA40 (法國 CAC40 指數)	\$3.00
股票指數差價合約	VOLX	\$3.00

	(波動率 (恐慌) 指數)	
股票指數差價合約	UK100 (英國富時 100)	\$1.00
股票指數差價合約	US30 (道鐘斯)	\$1.00
股票指數差價合約	INDIA50 (印度 INDIA50 指數)	\$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:

對於合資格的賬戶，贈金將會基於在一個月內達到的美金名義交易量加總所對應的階梯來計算。請參閱以下示例說明：

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

範例一：如果一個合資格賬戶有以下交易品種的美金名義交易量加總：

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

交易品種	美金名義交易量
外匯	5,000,000
黃金	2,000,000
美國原油	2,000,000

澳大利亞標普 200 指數	1,000,000
道鐘斯指數	3,000,000
美金名義交易量加總	13,000,000

此合資格賬戶有資格領取的贈金將會以第一階梯的贈金標準來做計算：9x5(包含外匯以及大宗商品) + 1x3(澳大利亞標普 200 指數)+ 3x1(道鐘斯指數) = 51 美元

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

範例二：如果一個合資格賬戶有以下交易品種的美金名義交易量加總：

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

交易品種	美金名義交易量
外匯	20,000,000
黃金	10,000,000
美國原油	5,000,000
澳大利亞標普 200 指數	15,000,000
道鐘斯指數	10,000,000
美金名義交易量加總	60,000,000

此合資格賬戶有資格領取的贈金將會以第三階梯的贈金標準來做計算：35x15 (包含外匯以及大宗商品)+ 15x3 (澳大利亞標普 200 指數)+ 10x1(道瓊斯指數) = 580 美元

6. THE PAYMENT OF THE REBATES 贈金發放

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

贈金將照以下規則存入閣下合資格賬戶。

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.

在推廣活動期間內每個月的最後一個工作天，福匯將會審核賬戶中美金名義價值的交易量與相對贈金，若閣下有獲取贈金，將會在下個月的 15 個工作天內發放。

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.

在贈金發放的當天，合資格賬戶必須要維持開設、有效的狀態，並且無產生任何糾紛或違約事件。

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

福匯對於閣下是否符合資格參加本推廣活動擁有全權絕對酌情決定權。

7. LIABILITY 法律責任

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.

閣下同意，閣下將會根據書面要求在任何時候賠償、捍衛、維護福匯(包括其董事、高級人員、員工及受讓人)，使其免責於由於或涉及或因閣下做出的任何行為、違責、不作為及/或閣下違反此推廣活動條款所列的陳述和保證附帶引起，包括但不限於由於或涉及與閣下的任何違規行為、不遵從條款、行為或不作為(不論是疏忽或以其他方式作出)，而導致福匯將會或可能承擔的任何

法律責任、罰金、處罰、訴訟、判決、和解、索賠、要求、損失、損害、傷害、賠償、成本及費用(包括支付利息、客戶與事務律師所定的合理律師費用、其他專業服務費用、墊付款以及調查訴訟費)。

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.

在法律許可的範圍下，如因為或涉及本推廣活動而產生糾紛或申索，閣下的訴訟權、對司法或任何其他程式尋求禁制令或任何其他追索權的權利將會僅此被免除，而閣下明確放棄任何及全部此等權利。

8. GENERAL CONDITIONS 一般條款

8.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
此推廣活動不得與其他福匯的折扣或活動同時進行。

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.

若福匯認為閣下參與此次推廣活動，有違或可能有違此推廣活動條款。福匯保留在不損害本推廣活動條款其他權利的情況下，立即撤銷閣下賬戶參與此推廣活動的權利。

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

若此推廣活動存在誤差，福匯可酌情取消或撤銷此推廣活動。

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.

福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣活動或其任何部份的權利，包括但不限於隨時延長該推廣活動時間而毋須事先作出通知。在此情況下，福匯將盡合理努力以電郵方式通知閣下。

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.

若此推廣活動無法按計畫執行，其原因是福匯不可控因素，包括(但不限於)任何問題或技術故障、或任何適用產品退市或產生重大改變，福匯就此推廣活動對閣下概不負責。

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.

福匯的所有前任以及現任雇員、實習生和承包商(「雇員」)，與其所有聯屬公司和附屬公司已及雇員的直系親屬和共同居住人士均不得參與此次推廣活動。

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.

若本推廣活動條款的任何條文被視為無效或無法強制履行，其餘所有條文仍然完全有效。

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，凡提及任何性別均包括所有性別，凡使用單數形式均包括複數形式，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.

閣下須單獨承擔任何及全部稅款，包括但不限於可能適用於閣下參與本次推廣活動的聯邦稅、州稅以及地方稅。福匯有權利但無義務，根據適用的聯邦和地方課稅法律、規定、法規、守則或條例作出其認為必要或事宜的扣減和扣繳。

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.

福匯可以自行酌情決定是否為閣下提供此推廣活動條款的譯本。英文版本是福匯與閣下之間唯一具有法律約束的版本。如英文原版與閣下持有其他譯本有所出入，概以英文原本為準。

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.

此等推廣條款將受到聖文森及格瑞那丁法律監管及據此詮釋。雙方不可撤銷地同意，英格蘭及威爾士法院擁有解決任何因此推廣活動條款引起或與之相關的糾紛的獨有管轄權。