

FXCM MARKETS LLC ATG REBATE PROGRAM
TERMS AND CONDITIONS

1. THE PROMOTION

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**”).

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**”).

2. BINDING AGREEMENT

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.

3. HOW TO BE ELIGIBLE

To be eligible to participate in the Promotion you must:

- (a) be invited by FXCM to participate;
- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
- (c) be a resident of a Designated Country;
- (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**”);
- (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

(f) agree and comply with these Promotion Terms.

(Collectively, the “**Eligibility Requirements**”).

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

4. PROMOTION PERIOD

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**”).

5. VOLUME REQUIREMENT

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:

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

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

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:

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

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

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

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

6. THE PAYMENT OF THE REBATES

- 6.1 The rebate shall be credited to the Qualifying Account as set out below.
- 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.
- 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.
- 6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to you.

7. LIABILITY

- 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.
- 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. GENERAL CONDITIONS

- 8.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
- 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.
- 8.3 FXCM may, in its discretion, cancel, or reverse the Promotion if it is given in error.
- 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.
- 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.

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.

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.

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.

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.

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.

9. GOVERNING LAW AND VENUE

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.