

FXCM MARKETS BROKER SWITCH BONUS PROMOTION

TERMS AND CONDITIONS

1. THE PROMOTION

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

Subject to these terms and conditions, You may be entitled to a broker switch bonus between \$25 and \$300 in accordance with the table under Clause 5.1 (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 switching from another Forex and/or CFD broker to open an account with FXCM;
- (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) Have a live and tradable account with another broker currently, do not have any existing account with FXCM, and open a new individual trading account with FXCM on

or after 1st August 2022, 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) Fund the Qualifying Account with a minimum deposit of USD 50 and must be eligible to receive a bonus under "Welcome Promotion Campaign"
https://docs.fxcorporate.com/promo/welcome_promo_mm.pdf
- (f) meet the minimum volume requirement (explained below), during the Promotion Period (defined below) ; and
- (g) 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 1st August 2022 at 08:01 A.M. (GMT+8) and ends on 31st October 2022 at 23:59 PM (GMT+8) ("**The Promotion Period**").

5. PAYMENT OF THE BONUS

5.1 Under this promotion, you may receive the Bonus of \$25 up to a maximum of \$300.

The amount of the Bonus will be determined by and match the Bonus amount you receive under the "Welcome Promotion Campaign"

https://docs.fxcorporate.com/promo/welcome_promo_mm.pdf

For example, if you deposit \$5000 or above and eligible to receive \$300 bonus under the "Welcome promotion" campaign, you will receive additional \$300 bonus shall you qualify for this "Broker Switch Promotion" campaign.

Deposit Funded	Bonus Received for Welcome Promotion Campaign	Additional Bonus for Broker Switch Campaign
\$50-\$999	\$25	\$25
\$1000-\$2499	\$100	\$100
\$2500-\$4999	\$200	\$200
\$5000 +	\$300	\$300

5.2 To be eligible to receive the bonus of (the “**Bonus**”) under this Promotion, the Qualifying Account must meet the minimum combined volume of 500K FX or 500 CFD contacts in round turn (i.e. open 500K and close 500K when trading FX; or open 500 contracts and close 500 contracts when trading CFD) within two (2) months of the Qualifying Account being live. **JPN225 and XAG are excluded from this Promotion.**

5.3 You will only be entitled to one Bonus payment under this Promotion.

6. THE PAYMENT OF THE BONUS

6.1 To receive the Bonus, once you have achieved the minimum volume requirement, you must send a request from your FXCM registered email to promos@fxcmmarkets.com and state “SWITCH 2022” in the email subject. Your email must include: attachment(s) of any transaction records or statements from that broker, which must also contain your name. All Bonus claims must be received via email within one (1) calendar month of achieving the minimum volume requirement.

6.2 You can only claim Bonus under this Promotion for one (1) new trading account, not multiple accounts.

6.3 Subject to FXCM’s rights under these Promotion Terms, and provided that You meet the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the Bonus within 14

business days.

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 law of England and Wales. 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.