

FXCM MARKETS GOLD AND SILVER REBATE PROMOTION
TERMS AND CONDITIONS

1. THE PROMOTION

FXCM Markets Limited ("**FXCM**") offers the Promotion described hereunder to new and existing retail clients of FXCM ("**you**" or "**your**").

Subject to these terms and conditions, you may have the opportunity to receive rebates for trading Gold (XAU/USD) and Silver (XAG/USD) (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 a natural person;
- (b) be eligible to open an account under FXCM Markets Limited;
- (c) be over eighteen years of age or over the age of maturity in your jurisdiction;
- (d) have an already existing individual or joint trading account with FXCM or open an individual or joint trading account with 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) be a retail client of FXCM
- (f) Complete the Promotion registration form on FXCM's official website to confirm you would like to join the Promotion.

- (g) meet the volume requirement (explained below), during the Promotion Period (defined below) with regards to gold (XAU/USD) and silver (XAG/USD); and
- (h) 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 May 2022 at 00:01 A.M. (GMT+8) and ends on 31st July 2022 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 execute a minimum of 200 round-turn contracts (or 2 standard lot size whereas 1 standard lot size equates to 100 contracts) of Gold (XAU/USD) accumulated in total during the Promotion Period. The rebate shall be structured as \$0.05USD per 1 contract of Gold (XAU/USD) trade in round turn, and/or per 10 contracts of Silver (XAG/USD). The maximum rebate each client can receive under this Promotion is \$8,888USD. Your trading volume can include both Gold (XAU/USD) and Silver (XAG/USD), 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD).
- 5.2 For Qualifying Accounts, rebates will be calculated according to the number of executed round-turn Gold (XAU/USD) contracts achieved within the Promotion Period. The executed round-turn Silver (XAG/USD) contracts will be converted into Gold contracts, 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD). To illustrate please see the **worked examples** as follows:

Example 1: If a Qualifying Account executed 1985 round-turn contracts of Gold (XAU/USD):

The total rebates the Qualifying Account is entitled to will correspond to $1985 \times 0.05 = 99.25\text{USD}$

Example 2: If a Qualifying Account executed 13,250 round-turn contracts of Gold (XAU/USD) and 10,000 round-turn contracts of Silver (XAG/USD):

The total rebates the Qualifying Account is entitled to will correspond to $13,250 \times 0.05 + 10,000 \div 10 \times 0.05 = 712.50\text{USD}$

6. THE PAYMENT OF THE REBATES

- 6.1 Subject to FXCM's rights under these Promotion Terms and provided that you meet the Eligibility Requirements, the rebate shall be credited to your Qualifying Account as set out below.
- 6.2 At the end of the Promotion Period, FXCM shall review the Qualifying Account and the rebates, if any, shall be credited to your Qualifying Account within one calendar month from the end of the Promotion Period.
- 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 PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.

- 8.2 This Promotion can be used in conjunction with the [Friends & Family Referral Promotion](#), but clients must meet the trading volume requirements respectively.
- 8.3 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.
- 8.4 FXCM may, in its sole discretion, cancel, or reverse the Promotion if it is given in error or if it is determined that you have not acted in good faith or your actions have been the result of abusive practices, fraud, or misconduct.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
- 8.10 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.
- 8.11 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.