

FXCM Markets LLC TRADING VOLUME PROMOTION TERMS AND CONDITIONS

1. THE PROMOTION

The Promotion described hereunder is offered by FXCM Markets LLC ("**FXCM**") to new clients of FXCM ("**You**" or "**Your**").

Subject to these terms and conditions, You may be entitled to a Trading volume based bonus up to \$10,000 (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, where 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 PARTICIPATE

To be eligible to participate in the Promotion You must:

- be a natural person;
- (a) be over eighteen years of age or over the age of maturity in Your jurisdiction
- (b) be eligible to open or maintain an account under FXCM Markets LLC;
- (c) Have an existing retail account with FXCM, or open a new retail individual or joint trading account with FXCM on or after 1st July 2023, 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”);

- (d) fund the account with a minimum deposit of \$500 in accordance with Clause 5.1 (Payment of The Bonus); and
- (e) within the one month counting from the first deposit during the Promotion Period (defined below), You meet the applicable Trading Volume Requirements (explained in Clause 5.1) with regards to the FX, Shares, Commodities, baskets and Stock Indices; and
- (f) you must register to participate in the Promotion (explained in Clause 5.2); 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 10th July 2023 at 08:01 A.M. (GMT+8) and ends on 30th September 2023 at 23:59 PM (GMT+8) (“**The Promotion Period**”).

5. PAYMENT OF THE BONUS

5.1 Under this Promotion, You may make multiple deposits to your trading account within a one-month period (starting from the date You place your first deposit into your Qualifying Account) and receive a bonus payment based on the trading volume in your Qualifying Account, as illustrated in the tables below. Under this Promotion, the maximum bonus you can earn in one-month period after placing a deposit into your Qualifying Account is the total dollar amount you deposit within the month, and the bonus amount will not exceed \$10,000USD.

Trading Volume Requirements:

Round-turn Trading Volume	Bonus (USD)
Every 1 standard lot (100k) FX	\$3
Every 100 contracts of Commodities/Baskets	

Every 500 contracts of Indices/Cryptocurrency	
Every 1,000 contracts of Single Share CFDs	

Worked Examples:

Deposit Amount	Trading Volume*	Bonus Received
\$6,000	2,000K FX/Equivalent amount of CFDs	\$60
\$6,000	20,000K FX/Equivalent amount of CFDs	\$600
\$6,000	200,000K FX/Equivalent amount of CFDs	\$6,000

*Your trading volume can include both Forex and CFDs, 100K size of FX is equal to 100 contracts of commodity/Baskets CFD or 500 contracts of Indices/crypto or 1,000 contracts of Share CFDs.

All products except XAG/USD and JPN225 are included in this Promotion (herein referred to as the "Bonus").

- 5.2 You need to register to participate in this promotion by either filling in the registration form online or by simply sending us an email to confirm you want to participate, please email to promo@fxcm.com. In your email, please state your full name, account number and confirm that You agree the Term and Condition of this promotion.
- 5.3 You will only be entitled to one Bonus payment under this Promotion for each Qualifying Account, provided each account meets the **Eligibility Requirements** separately.
- 5.4 Subject to FXCM's rights under these Promotion Terms, FXCM shall credit Your Qualifying Account with the Bonus within 14 business days after You meet all Eligibility Requirements. You can withdraw the bonus without restrictions.
- 5.5 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to You.

6. LIABILITY

- 6.1 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.

6.2 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.

7. GENERAL CONDITIONS

7.1 This Promotion can be used in conjunction with the Friends & Family Referral Promotion and Active Trade Rebate program, but clients must meet the deposit and trading volume requirements respectively.

7.2 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 from your Account.

7.3 FXCM may, in its discretion, cancel, or reverse a Bonus if a payment is made in error.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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.

8. 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.