# Stratos Global LLC Non-invested Margin BONUS PROMOTION TERMS AND CONDITIONS

Stratos Global LLC 福盈宝赠金活动

条款与条件

#### 1. THE PROMOTION 推广活动

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

Stratos Global LLC (「福汇」) 向福汇的零售新客户和现有零售客户 (「阁下」或「阁下的」) 提供如下文定义的推广活动。

Subject to these terms and conditions, you may have the opportunity to receive monthly bonus on non-invested margin in your account (the "**Promotion**").

根据此条款与条件,阁下有机会获得每月根据账户的平均可用保证金计算的福盈宝赠金活动。(「推广活动」)

#### 2. BINDING AGREEMENT 约束性协议

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.

阁下同意,参加本推广活动,阁下将受到此条款及条件和适用於阁下账户的福汇业务条款(包括任何附表、附录、附件、修订及/或附加协议,如有)所约束,且阁下始终受到适用法律的约束(统称为「推广活动条款」)。若福汇业务条款与此条款及条件有任何冲突或歧异,概以福汇业务条款为准。

# 3. HOW TO BE ELIGIBLE 如何符合资格参与

To be eligible to participate in the Promotion you must:

为符合资格参加本推广活动, 阁下必须:

(a) be a natural person; 是一个自然人;

- (b) be over eighteen years of age or over the age of maturity in your jurisdiction; 年满十八周岁以上或达到阁下所属司法管辖区的成年岁数以上(若阁下是个人);
- (c) open a new individual trading account with FXCM on or after 1 February 2024, 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"); and

于 2024 年 2 月 1 日或之后新开设的福汇个人交易账户·此类账户始终受福汇业务条款约束·且必须维持开设·及并无产生任何纠纷或违约事件("合资格账户");

(d) Register online to participate or reply to the Promotion invitation email from FXCM to confirm you would like to join the Promotion.

在线注册参加活动或回复福汇的活动邀请邮件以确认参加此次推广活动;

(e) the Qualifying Account should have a minimum account balance of 3,000 USD during the Promotion Period (defined below);

於推广活动期间内(定义如下文)账户净值至少达到3000美元:且

(f) the Qualifying Account should complete at least 1 standard lot round turn trades (FX&CFD) per month during the Promotion Period (defined below) in order to receive the Non-invested Margin Bonus; and

合资格账户於推广活动期间内(定义如下文)至少每月完成 1 个标准手的来回交易来收取福盈宝赠金;以及

(g) agree and comply with these Promotion Terms.

同意并遵守此推广活动条款

(Collectively, the "Eligibility Requirements").

(统称为「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.

为避免疑惑,若阁下未能遵从此合格要求,阁下将无法参与此推广活动。

#### 4. PROMOTION PERIOD 推广活动期间

This Promotion starts on 23<sup>rd</sup> February 2024 at 00:01 A.M. and ends on 31<sup>st</sup> May 2024 at 23:59 PM ("**The Promotion Period**").

此推广活动於 2024 年 2 月 23 日凌晨 12 点 01 分开始·於 2024 年 5 月 31 日晚上 11 点 59 分结束。(「推广活动期间」)

#### 5. THE PAYMENT OF BONUS 赠金发放

- 5.1 Subject to FXCM's rights under these Promotion Terms and provided that you meet the Eligibility Requirements, FXCM shall pay into Your Qualifying Account a Non-invested Margin bonus, at the rate 3% per annum or any other amount of bonus to be determined by FXCM in its sole and absolute discretion ("Non-invested Margin Bonus") will be paid into the Account on non-invested margin (usable margin) up to USD 30,000.
  - 受福汇推广活动条款之权利约束,并且符合合格要求,3%的年化百分比或任何其他由福汇绝对全权酌情决定的金额("福盈宝")将以非投资保证金(可用保证金)不超过30,000美元为准计算出福盈宝赠金存入交易账户。
- 5.2 At the end of each month during the Promotion Period, FXCM shall review the Qualifying Account, and if FXCM determines that you are entitled to receive a Non-invested Margin Bonus under this Promotion, FXCM shall credit your Qualifying Account with the Non-invested Margin Bonus within 15 working days from the end of each month.
  - 在推广活动期间每月的最後一个工作天,福汇将会审核合资格账户,若阁下有获取福盈宝赠金,将 会在月底之后的 15 个工作日内向你的合资格账户发放。
- 5.3 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.
  - 在赠金发放的当天,合资格账户必须要维持开设、有效的状态,并且无产生任何纠纷或违约事件。
- 5.4 FXCM shall have sole and absolute discretion in determining whether the Non-invested Margin Bonus under this Promotion can be awarded to you.
  - 福汇对於阁下是否符合资格参加本推广活动拥有全权绝对酌情决定权。

### 6. LIABILITY 法律责任

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 Non-invested Margin Bonus, 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.

阁下同意,阁下将会根据书面要求在任何时候赔偿、捍卫、维护福汇(包括其董事、高级人员、员工及受让人),使其免责於由於或涉及或因阁下做出的任何行为、违责、不作为及/或阁下违反此推广活动条款所列的陈述和保证附带引起,包括但不限於由於或涉及与阁下的任何违规行为、不遵从条款、行为或不作为(不论是疏忽或以其他方式作出),而导致福汇将会或可能承担的任何法律责任、罚金、处罚、诉讼、判决、和解、索赔、要求、损失、损害、伤害、赔偿、成本及费用(包括支付利息、客户与事务律师所定的合理律师费用、其他专业服务费用、垫付款以及调查诉讼费)。

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.

在法律许可的范围下,如因为或涉及本推广活动而产生纠纷或申索,阁下的诉讼权、对司法或任何其他程序寻求禁制令或任何其他追索权的权利将会仅此被免除,而阁下明确放弃任何及全部此等权利。

## 7. GENERAL CONDITIONS 一般条款

- 7.1 This Promotion can be used in conjunction with other Promotions, but You must meet the funding and trading volume requirements respectively.

  此推广活动可与其他折扣或活动同时进行,但客户必须分别满足入金和交易量要求。
- 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. 若福汇认为阁下参与此次推广活动,有违或可能有违此推广活动条款。福汇保留在不损害本推广活动条款其他权利的情况下,立即撤销阁下账户参与此推广活动的权利。
- 7.3 FXCM may, in its sole discretion, cancel, or reverse the Promotion and any Non-invested Margin Bonus awarded 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.

若此推广活动存在误差,或确定您没有真诚行事或您的行为是滥用行为,欺诈或不当行为的结果, 福汇可自行酌情取消或撤销此推广活动。

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.

福汇保留全权酌情更改、修订、修改、暂停或终止本推广活动或其任何部份的权利,包括但不限於随时延长该推广活动时间而毋须事先作出通知。在此情况下,福汇将尽合理努力以电邮方式通知阁下。

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.

若此推广活动无法按计画执行,其原因是福汇不可控因素,包括(但不限於)任何问题或技术故障、

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.

或任何适用产品退市或产生重大改变,福汇就此推广活动对阁下概不负责。

福汇的所有前任以及现任雇员、实习生和承包商(「雇员」),与其所有联属公司和附属公司已及雇员的直系亲属和共同居住人士均不得参与此次推广活动。

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.

若本推广活动条款的任何条文被视为无效或无法强制履行,其馀所有条文仍然完全有效。

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.

除上下文另有所指外,凡提及任何性别均包括所有性别,凡使用单数形式均包括复数形式,反之亦然。

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.

阁下须单独承担任何及全部税款,包括但不限於可能适用於阁下参与本次推广活动的联邦税、州税以及地方税。福汇有权利但无义务,根据适用的联邦和地方课税法律、规定、法规、守则或条例作出其认为必要或事宜的扣减和扣缴。

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.

福汇可以自行酌情决定是否为阁下提供此推广活动条款的译本。英文版本是福汇与阁下之间唯一具有法律约束的版本。如英文原版与阁下持有其他译本有所出入,概以英文原本为准。

#### 8. 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.

此等推广条款将受到圣文森及格瑞那丁法律监管及据此诠释。双方不可撤销地同意,英格兰及威尔士法院拥有解决任何因此推广活动条款引起或与之相关的纠纷的独有管辖权。