

**Stratos Global LLC GOLD REBATE PROMOTION**  
**TERMS AND CONDITIONS**

Stratos Global LLC 黄金交易赠金活动

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 rebates for Gold (XAU/USD) trading (the “**Promotion**”).

根据此条款与条件，阁下有机会获得每月黄金交易的赠金。（「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于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 trading account with FXCM, or be an existing retail 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**");

新开一个福汇交易账户，或已持有有一个福汇零售交易账户，此类账户始终受福汇业务条款约束，且必须在如下文定义的推广活动期间维持开设，及并无产生任何纠纷或违约事件(「**合格账户**」)；

(d) be a retail client of FXCM;

为福汇的零售客户；

(e) 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；

(f) fund the Qualifying Account with a minimum deposit of 500 CCY ("**CCY**" refers to the currency that your account is denominated in) during the Promotion Period (defined below);

於推广活动期间内 (定义如下文) 在账户新存入最低 500 个客户账户货币单位(「**客户账户货币**」指阁下账户所使用的货币)的资金；

(g) meet the volume requirement (explained below), during the Promotion Period (defined below) with regards to gold (XAU/USD); and

於推广活动期间内(定义如下文)，达到黄金的交易量要求(说明如下文)；且

(h) 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 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. VOLUME REQUIREMENT 交易量要求

5.1 To be eligible to receive the rebate under this Promotion, the Qualifying Account must execute a minimum of 300 round-turn contracts of Gold (XAU/USD) on a monthly basis during the Promotion Period. The rebate shall be structured as rebate \$0.08USD per contract of trading. The maximum rebate each client can receive under this Promotion is \$10,000USD each month.

要在此推广活动中有资格收到赠金，合格账户必须在推广活动期间每月达成 300 张黄金合约的最低来回总执行交易量。其赠金架构为每张黄金合约赠金 0.08 美金。一个客户在此推广活动中每月最高可以获得 \$10,000 美金的赠金奖励。

5.2 For Qualifying Accounts, rebates will be calculated according to the number of executed round-turn Gold (XAU/USD) contracts achieved each month within the Promotion Period. The rebate will be paid on a monthly basis. To illustrate please see the **worked examples** as follows:

对于合格的账户，赠金将会基於在推广活动期间内每月达到的来回执行黄金合约数量来计算。赠金将每月进行支付。请参阅以下示例说明：

**Example 1:** If a Qualifying Account executed 985 round-turn contracts of Gold (XAU/USD) in first month and 1,500 contracts of Gold (XAU/USD) in second month within promotion period:

**范例一：**如果一个合格账户在推广活动期间内第一个月达到 985 张来回黄金合约，第二个月达到 1,500 张黄金合约的执行交易量：

The total rebates the Qualifying Account is entitled to will correspond to  $985 \times 0.08 = 78.80\text{USD}$  for first month and  $1,500 \times 0.08 = 120\text{USD}$  for second month

此合格账户有资格领取的赠金将会为：第一个月  $985 \times 0.08 = 78.80$  美元，第二个月  $1,500 \times 0.08 = 120$  美元

**Example 2:** If a Qualifying Account executed 13,250 round-turn contracts of Gold (XAU/USD) in any month during promotion period:

**范例二：**如果一个合格账户在推广活动期间内任意一个月达到 13,250 张来回黄金合约的执行交易量：

The total rebates the Qualifying Account is entitled to will correspond to  $13,250 \times 0.08 = 1060.00$  USD for that month

此合格账户有资格领取的当月赠金将会为： $13,250 \times 0.08 = 1060.00$  美元

## **6. THE PAYMENT OF THE REBATES 赠金发放**

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.

受福汇推广活动条款之权利约束，并且符合合格要求，赠金将照以下规则存入阁下合格账户。

6.2 At the end of each month during the Promotion Period, FXCM shall review the Qualifying Account and the rebates, if any, shall be credited to your Qualifying Account 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，福汇将会审核合格账户中美金名义价值的执行交易量与相对赠金，若阁下有获取赠金，将会在月底之后的 15 个工作日内向你的合格账户发放。

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.

在赠金发放的当天，合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。

6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be awarded to you.

福汇对于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。

## **7. LIABILITY 法律责任**

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.

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)·使其免責於由於或涉及或因閣下做出的任何行為、違責、不作為及/或閣下違反此推廣活動條款所列的陳述和保證附帶引起·包括但不限於由於或涉及與閣下的任何違規行為、不遵從條款、行為或不作為(不論是疏忽或以其他方式作出)·而導致福匯將會或可能承擔的任何法律責任、罰金、處罰、訴訟、判決、和解、索賠、要求、損失、損害、傷害、賠償、成本及費用(包括支付利息、客戶與事務律師所定的合理律師費用、其他專業服務費用、墊付款以及調查訴訟費)。

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.

在法律許可的範圍下·如因為或涉及本推廣活動而產生糾紛或申索·閣下的訴訟權·對司法或任何其他程序尋求禁制令或任何其他追索權的權利將會僅此被免除·而閣下明確放棄任何及全部此等權利。

## **8. GENERAL CONDITIONS 一般條款**

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

此推廣活動可與其他折扣或活動同時進行·但客戶必須分別滿足入金和交易量要求。

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.

若福匯認為閣下參與此次推廣活動·有違或可能有違此推廣活動條款·福匯保留在不損害本推廣活動條款其他權利的情况下·立即撤銷閣下賬戶參與此推廣活動的權利。

8.3 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.

若此推廣活動存在誤差·或確定您沒有真誠行事或您的行為是濫用行為·欺詐或不當行為的結果·福匯可自行酌情取消或撤銷此推廣活動。

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.

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，包括但不限于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。

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.

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

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.

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。

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.

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，其余所有条文仍然完全有效。

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.

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。

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.

阁下须单独承担任何及全部税款，包括但不限于可能适用于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。

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.

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。

## **9. 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。