

**STRATOS GLOBAL LLC GOLD REBATE PROMOTION
TERMS AND CONDITIONS**

1. THE PROMOTION

Stratos Global LLC ("**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 monthly rebates for Gold (XAU/USD) trading (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 over eighteen years of age or over the age of maturity in your jurisdiction;
- (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**");
- (d) be a retail client of FXCM;

- (e) Register online to participate in the Promotion at [Promotion Page](#) or reply to the Promotion invitation email from FXCM to confirm you would like to join the Promotion.
- (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);
- (g) meet the volume requirement (explained below), during the Promotion Period (defined below) with regards to gold (XAU/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 23 February 2024 at 00:01 A.M. and ends on 31st May 2024 at 23:59 PM (“**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 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.
- 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:

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:

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

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

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

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

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 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.

8.4 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 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.