

FXCM MARKETS BROKER SWITCH BONUS PROMOTION

TERMS AND CONDITIONS

福汇 Markets 交易商转户赠金活动 条款及条件

1. THE PROMOTION

推广活动

FXCM Markets Limited (“**FXCM**”) offers the Promotion described hereunder to new clients of FXCM (“**you**” or “**your**”) who are residents of China, Indonesia, Macau, Malaysia, Philippines, Taiwan and Vietnam (each, a “**Designated Country**”).

FXCM Markets Limited (「福汇」, 「福汇 Markets」) 向福汇居住在中国、印度尼西亚、澳门、马来西亚、菲律宾、台湾以及越南 (每一个称为「指定国家」) 的新客户 (「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 a bonus of USD 25 (the “**Promotion**”).

根据此条款与条件, 当阁下达成此推广条款与条件 (「推广条款」, 「推广活动」) 中注明的最低交易量即有机会获得 25 美元赠金。

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, 通过参加本推广活动, 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**」)。若福汇业务条款与本推广条款有任何冲突或歧异, 概以福汇条款为准。

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 switching from another Forex and/or CFD broker to open an account with FXCM;
从其他外汇及/或差价合约交易商转户；
- (b) be over eighteen years of age or over the age of maturity in your jurisdiction (if you are an individual);
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) be a resident of a Designated Country;
为指定国家的居民；
- (d) open a new trading account either directly with FXCM, or through any of our recognized Referring Brokers, such account always being subject to FXCM's Terms of Business ("**Qualifying Account**");
与 FXCM 直接开立，或是与 FXCM 代理商开立新交易账号，并且最低入金 500 美金，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(「**合资格账户**」)；
- (e) fund the Qualifying Account with a minimum deposit of USD 500;
将至少 500 美元存入合资格账户；
- (f) meet the minimum volume requirement (explained below), during the Promotion Period (defined below) ; and
在推广活动期间，满足最低的交易量要求（见以下第 5 点）；
- (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 1st February 2020 at 00:01 A.M. (GMT+8) and ends on 31st December 2020 at 23:59 PM (GMT+8) (“**The Promotion Period**”).

该推广活动于 2020 年 2 月 1 日凌晨 12 点 01 分(GMT+8)开始，于 2020 年 12 月 31 日晚上 11 点 59 分(GMT+8)结束。（「推广活动期间」）

5. VOLUME REQUIREMENT

交易量要求

5.1 To be eligible to receive the bonus of USD 25 (the “**Bonus**”) under this Promotion, the Qualifying Account must meet the minimum combined volume of 50K FX or 50 CFD contacts in round turn (i.e. open 50K and close 50K when trading FX; or open 50 contracts and close 50 contracts when trading CFD) within one (1) month of the Qualifying Account being live. **JPN225 and XAG are excluded from this Promotion.**

在此推广活动中要有资格收到 25 美元(「赠金」)，合资格账户必须在开户后一(1)个月内达成最低 50,000 的外汇或 50 张差价合约的总来回交易量(意指外汇交易需开仓 50,000 与平仓 50,000；差价合约交易需开仓 50 张合约与平仓 50 张合约)。**JPN225 和 XAGUSD 并不计算在推广活动之内。**

5.2 The total value of USD volume will be calculated based on the end of day FX-rate on the day the Bonus is calculated.

合计的美元交易量价值将根据我们计算赠金当天的外汇兑换率收盘价格为准。

6. THE PAYMENT OF THE BONUS

赠金发放

6.1 To receive the Bonus, once you have achieved the minimum volume requirement, you must send a request from your FXCM registered email to promos@fxcmmarkets.com and state “SWITCH 2020” in the email subject. You must also state in the email: 1) The name of the broker you are switching from; and 2) attach any transaction records or statements from that broker, which must also contain your name as well as some trading activities. All Bonus

claims must be received via email within one (1) calendar month of achieving the minimum volume requirement.

要获得转户赠金的 25 美金(「赠金」), 在成功达成最低交易量要求后, 阁下必须透过在 FXCM 登记的邮箱发送邮件至 promos@fxcmmarkets.com 申请, 邮件标题为“SWITCH 2020”。阁下必须在邮件中注明: 1) 从哪一家交易商转户至 FXCM; 2) 提供阁下在此交易商的交易记录或对账单, 此文件必须包含阁下的姓名与若干交易活动记录。 赠金申请必须在达到最低交易量要求的一(1)个月内经由邮件申请。

6.2 You can only claim Bonus under this Promotion for one (1) new trading account, not multiple accounts.

阁下只能为一 (1) 个交易账户申请本次活动的奖项, 而非多个账户。

6.3 Subject to FXCM's rights under these Promotion Terms, and provided that You meet the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the Bonus within 14 business days.

受福汇推广活动条款之权利约束, 在阁下满足合格要求后, 福汇将于 14 个工作日内将赠金存入阁下合格账户。

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), 使其免于由于或涉及或因阁下做出的任何行为、违规、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, 包括但不限于由于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)。

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因此被免除, 而阁下明确放弃任何及全部此等权利。

8. GENERAL CONDITIONS

一般条款

8.1 This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
此推广活动不得与其他福汇的折扣或活动同时进行。

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。

8.3 FXCM may, in its discretion, cancel, or reverse the Promotion if it is given in error.
若款项支付有误, 福汇可酌情取消或收回赠金。

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，凡提及任何性别及包括所有性别，凡使用单数形式及包括复数形式，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阁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

监管法律及监管地

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.

此等推广条款将受到英国与威尔斯法律监管及据此诠释。双方不可撤销地同意，英国与威尔斯的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。