



FXCM MARKETS PROMOTION

TERMS AND CONDITIONS

Markets

福匯 **Markets** 推廣活動

條款及條件

1. THE PROMOTION

推廣活動

FXCM Markets Limited ("FXCM") offers the Promotion defined here under to new and existing introducing broker (IB) partner of FXCM who are resident in Mainland China, Taiwan or Macau ("You" or "Your").

FXCM Markets Limited ("福匯") 向為中國大陸、台灣及澳門居民的福匯新經紀商和現有的經紀商 (IB) 合作夥伴 ("閣下" 或 "閣下的") 提供如下文定義的推廣活動。

Subject to these terms and conditions, new IBs may be entitled to a USD 2,500 sign up bonus and up to USD 20,000 rebate bonus. Existing IBs may be entitled to up to USD 20,000 rebate bonus (the "**Promotion**").

根據此條款及條件，新的經紀商可能符合資格獲享 2,500 美元的簽約獎金和高達 20,000 美元的回扣獎金。現有的經紀商可能符合資格獲享高達 20,000 美元的回扣獎金 ("**推廣活動**") 。

2. BINDING AGREEMENT

約束性協議

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.

閣下同意，通過參加本推廣活動，閣下將受到此條款及條件和適用於閣下賬戶的福匯業務條款 (包括

任何附表、附錄、附件、修訂及/或附加協議，如有）所約束，且閣下始終受到適用法律的約束（統稱為“**推廣活動條款**”）。若福匯業務條款與此條款及條件出現任何矛盾或不一致之處，概以福匯業務條款為準。

3. HOW TO PARTICIPATE

如何參與

To be eligible to participate in the Promotion You must:

為符合資格參加本推廣活動，閣下必須：

- (a) be a natural person;
是一個自然人；
- (b) be over eighteen years of age or over the age of maturity in Your jurisdiction;
年滿十八周歲以上或達到閣下所屬司法管轄區的成年歲數以上；
- (c) be a resident of Mainland China Taiwan or Macau;
是中國大陸、台灣或澳門的居民；
- (d) have a minimum of two years Referring Broker experience with FX/CFD brokers;
最少 2 年從事外匯/差價合約交易的介紹經紀商經驗；
- (e) have over 300 existing live clients in FX/CFD brokers;
擁有超過 300 位外匯/差價合約交易的現有客戶；
- (f) have existing client equity of over USD 1M;
現有客戶資產總值超過 1,000,000 美元；
- (g) are able to provide a proof of existing business;
能提供現有業務的證明；
- (h) complete the web form to send back the tasks completed in order to join the Promotion;
完成網頁表格提交閣下完成的事項以加入此推廣活動；
- (i) Existing FXCM IBs may participate in the Promotion, but are not entitled to receive a sign up bonus.
現有福匯介紹經紀人(IB) 亦可參加推廣活動，但不享簽約獎勵。

(j) agree and comply with these Promotion Terms.

同意並遵守此推廣活動條款。

(k) \$2,500 USD sign up bonus, IB needs to meet the benchmark for any two months within the 6 months period.

經紀商需在 6 個月時期內任意 2 個月符合要求，即可獲得 2,500 美元簽約獎勵

(l) 10% rebate bonus for first 6 months up to \$20,000 USD if IB reaches the benchmark (deposit and number of accounts)

符合資格經紀商（考核入金和開戶數量），前六個月可獲得 10%回饋獎賞，高達 20,000 美元

(Collectively, the "**Eligibility Requirements**").

（統稱為“**合格要求**”）

The quota is limited. Please contact FXCM customer services if you have any questions.

名額有限。如有疑問請與客服聯絡。

For the avoidance of doubt, if You do not comply with the Eligibility Requirements, You will not be entitled to participate in this Promotion.

為避免疑惑，若閣下未能遵從此合格要求，您將無法參與此次推廣活動。

4. PROMOTION PERIOD

推廣活動期間

It is an ongoing Promotion which shall continue until further notice.

這是一項持續的推廣活動，將持續進行直至另行通知。

5. LIABILITY

法律責任

5.1 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.

閣下同意，閣下將會根據書面要求在任何時候賠償、捍衛、維護福匯（包括其董事、高級職員、員工及受讓人），使其免責於由於或涉及或因閣下作出的任何行為、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、成本與費用（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）。

- 5.2 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謹此被免除，而閣下明確放棄任何及全部此等權利。

6. GENERAL CONDITIONS

一般條款

- 6.1 PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.

參與此次推廣活動並不保證積極回報。所有參與者均有可能遭受超過存入資金的損失。

- 6.2 This Promotion can be used in conjunction with any other offer or promotion by FXCM.

客戶可同時參與此次推廣活動與其他由福匯提供的折扣與推廣活動。

- 6.3 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.

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況下，立即撤銷閣下賬戶參與推廣活動的權利。

6.4 FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.
若款項支付有誤，福匯可酌情取消或收回獎金。

6.5 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.

福匯保留全權酌情更改、修訂、修改、暫停或終止本推廣活動或其任何部份的權利，包括但不限於隨時延長該推廣活動時間而毋須事先作出通知。在此情形下，福匯將盡合理努力以郵件方式通知閣下。

6.6 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.

若此推廣活動無法按計劃執行，其原因是福匯不可控因素，包括（但不限於）任何問題或技術故障、或任何適用產品退市或產生重大改變，福匯就此推廣活動對閣下概不負責。

6.7 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.

福匯的所有前任僱員以及現任僱員、實習生和承包商（“**僱員**”），與其所有聯屬公司和附屬公司以及僱員的直系親屬和共同居住人士均不得參與此次推廣活動。

6.8 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.

若本推廣活動條款的任何條文被視為無效或無法強制履行，其餘所有條文仍然完全有效。

6.9 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，凡提及任何性別即包括所有性別，凡使用單數形式即包括複數形式，反之亦然。

6.10 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.

閣下須單獨承擔任何及全部稅款，包括但不限於可能適用於閣下參與本次推廣活動的聯邦稅、州稅以及地方稅。福匯有權利但無義務，根據適用的聯邦和地方課稅法律、規定、法規、守則或條例作出其認為必要或適宜的扣減和扣繳。

- 6.11 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.

福匯可以自行酌情決定是否為閣下提供此推廣活動條款的譯本。英文原版是福匯與閣下之間唯一具有法律約束力的版本。如英文原版與閣下持有其他譯文有所出入，概以英文原版為準。

7. 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 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.

此等推廣條款將受到英格蘭及威爾士法律監管及據此詮釋。雙方不可撤銷地同意，英格蘭及威爾士法院擁有解決任何因此推廣活動條款引起或與之相關的糾紛的獨有管轄權。