FXCM MARKETS GOLD AND SILVER REBATE PROMOTION

TERMS AND CONDITIONS

福匯 Markets 黃金白銀交易贈金活動

條款與條件

1. THE PROMOTION 推廣活動

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

FXCM Markets Limited (**「福匯」**，**「福匯 Markets」**) 向福匯指定的零售新客戶和現有零售客戶 (**「閣下」**或**「閣下的」**) 提供如下文定義的推廣活動。

Subject to these terms and conditions, you may have the opportunity to receive rebates for trading Gold (XAU/USD) and Silver (XAG/USD) (the "**Promotion**").

根據此條款與條件，閣下有機會獲得黃金和白銀交易的贈金。 (「**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，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有任何衝突或歧異，概以福匯業務條款為准。

3. HOW TO BE ELIGIBLE 如何符合資格參與

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 a resident of China, Taiwan or Macao

是中國，臺灣或澳門居民

(c) 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；

(d) 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**");

新開設一個福匯交易賬戶，或已持有一個福匯零售交易賬戶，此類賬戶始終受福匯業務條款約束，且必須在如下文定義的推廣活動期間維持開設，及並無產生任何糾紛或違約事件(「**合資格賬戶**」)；

(e) be a retail client of FXCM

為福匯 Markets 的零售客戶；

(f) Complete the Promotion registration form on FXCM's official Chinese website to confirm you would like to join the Promotion.

於福匯中文官網填寫活動註冊表格以確認參加此次推廣活動；

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

於推廣活動期間內(定義如下文)，達到黃金和白銀的交易量要求(說明如下文)；且

(h) agree and comply with these Promotion Terms.

同意並遵守此推廣活動條款

(Collectively, the "Eligibility Requirements").

(統稱為「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.

為避免疑惑，若閣下未能遵從此合格要求，閣下將無法參與此推廣活動。

4. PROMOTION PERIOD 推廣活動期間

This Promotion starts on 18 February 2021 at 00:01 A.M. Beijing Time (17 February 2021 at 16:01 P.M. Greenwich Mean Time) and ends on 30 April 2021 at 11:59 P.M. Beijing Time(30 April 2021 at 15:59 P.M. Greenwich Mean Time)("**The Promotion Period**").

此推廣活動於北京時間 2021 年 2 月 18 日淩晨 12 點 01 分開始（格林威治平均時間 2021 年 2 月 17 日 16 點 01 分），於北京時間 2021 年 4 月 30 日晚上 11 點 59 分結束（格林威治平均時間 2021 年 4 月 30 日 15 點 59 分）。（"**推廣活動期間**"）

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 1000 round-turn contracts （or 10 standard lot size whereas 1 standard lot size equates to 100 contracts）of Gold (XAU/USD) during the Promotion Period. The rebate shall be structured as rebate $0.05USD per contract of Gold (XAU/USD) trading. The maximum rebate each client can receive under this Promotion is $8,888USD. Your trading volume can include both Gold (XAU/USD) and Silver (XAG/USD), 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD).

要在此推廣活動中有資格獲得贈金，合資格賬戶必須在推廣活動期間達成 1000 張黃金合約(即 10 個標準手合約) 的最低來回總執行交易量。其贈金架構為每張黃金合約贈金 0.05 美元。一個客戶在此推廣活動中最高可以獲得$8,888 美元的贈金獎勵。閣下的交易量可同時包括黃金及白銀，1 張黃金合約等同於 10 張白銀合約。

5.2 For Qualifying Accounts, rebates will be calculated according to the number of executed round-turn Gold (XAU/USD) contracts achieved within the Promotion Period. The executed round-turn Silver (XAG/USD) contracts will be converted into Gold contracts, 1 contract of Gold (XAU/USD) equals 10 contracts of Silver (XAG/USD). To illustrate please see the **worked examples** as follows:

對於合資格的賬戶，贈金將會基於在推廣活動期間內達到的來回執行黃金合約數量來計算。來回執行的白銀合約數量將被轉為相應的黃金合約數量進行計算，1 張黃金合約等同於 10 張白銀合約。請參閱以下**示例**說明：

Example 1: If a Qualifying Account executed 1985 round-turn contracts of Gold (XAU/USD):

範例一：如果一個合資格賬戶在推廣活動期間內達到 1985 張來回黃金合約的執行交易量：

The total rebates the Qualifying Account is entitled to will correspond to 1985 x0.05=99.25USD

此合資格賬戶有資格領取的贈金將會為：1985 x0.05=99.25 美元

Example 2: If a Qualifying Account executed 13,250 round-turn contracts of Gold (XAU/USD) and 10,000 round-turn contracts of Silver (XAG/USD):

範例二：如果一個合資格賬戶在推廣活動期間內達到 13,250 張來回黃金合約的執行交易量以及 10，000 張來回白銀合約交易量：

The total rebates the Qualifying Account is entitled to will correspond to 13,250 x0.05+10，000÷10×0.05=712.50USD

此合資格賬戶有資格領取的贈金將會為：13,250 x0.05+10,000÷10×0.05=712.50 美元

6. THE PAYMENT OF THE REBATES 贈金發放

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.

受福匯推廣活動條款之權利約束，並且符合合格要求，贈金將照以下規則存入閣下合資格賬戶。

6.2 At the end of the Promotion Period, FXCM shall review the Qualifying Account and the rebates, if any, shall be credited to your Qualifying Account within one calendar month from the end of the Promotion Period.

在推廣活動期間的最後一個工作天，福匯將會審核合資格賬戶中美元名義價值的執行交易量與相對贈金，若閣下有獲取贈金，將會在活動結束後的下一個月的月底前向你的合資格賬戶發放。

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.

在贈金發放的當天，合資格賬戶必須要維持開設、有效的狀態，並且無產生任何糾紛或違約事件。

6.4 FXCM shall have sole and absolute discretion in determining whether the Promotion can be

awarded to you.

福匯對於閣下是否符合資格參加本推廣活動擁有全權絕對酌情決定權。

7. LIABILITY 法律責任

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.

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、高級人員、員工及受讓人)，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式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 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。

8.2 This Promotion can be used in conjunction with the Friends & Family Referral Promotion, but clients must meet the deposit and trading volume requirements respectively.

客戶可同時參與此次推廣活動與親朋好友推薦計畫**，但是必須分別滿足此次推廣活動與親朋好友推薦計畫的入金及交易量要求。**

8.3 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.

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此推廣活動的權利。

8.4 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。

8.5 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。在此情況下，福匯將盡合理努力以電郵方式通知閣下。

8.6 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畫執行，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。

8.7 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已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。

8.8 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。

8.9 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，凡提及任何性別均包括所有性別，凡使用單數形式均包括複數形式，反之亦然。

8.10 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事宜的扣減和扣繳。

8.11 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。英文版本是福匯與閣下之間唯一具有法律約束的版本。如英文原版與閣下持有其他譯本有所出入，概以英文原本為准。

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 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。