



FXCM MARKETS PROMOTION TERMS AND CONDITIONS

1. THE PROMOTION

FXCM Markets Limited ("**FXCM**") offers the Promotion defined hereunder to new and existing clients of FXCM who are resident in Malaysia, Indonesia, Vietnam, Philippines, Thailand and India ("**You**" or "**Your**").

Subject to these terms and conditions, You may be entitled to a reward up to 300 CCY ("**CCY**" refers to the currency that Your account is denominated in) (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 PARTICIPATE

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) be a resident of Malaysia, Indonesia, Vietnam, Philippines, Thailand or India;
- (d) have an already existing individual or joint trading account with FXCM or open an

individual or joint trading account with 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**");

- (e) fund the account with a minimum deposit of 500 CCY;
- (f) after funding Your account, You must meet the trading volume requirement (explained below), during the Promotion Period (defined below) to be eligible for the respective reward; and
- (g) 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 18 February 2019 at 00:01 A.M. (GMT+8) and ends on 31 March 2019 at 11:59 PM (GMT+8) ("**The Promotion Period**").

5. TRADING VOLUME REQUIREMENT

After funding Your account with the minimum deposit of 500 CCY, You must also meet the trading volume requirement set out below, during the Promotion Period, to be eligible to receive the reward. The reward shall be structured as follows:

Minimum deposit amount	Required Round-turn Notional FX/CFDs Trading Volume (or its equivalent)*	Rewards
500 CCY	500K FX/ Equivalent amount of CFDs (500 contracts of Index CFD or 250 contracts of commodity/cryptocurrency CFD)	50 CCY
500 CCY	1000K FX/Equivalent amount of CFDs (1000 contracts of Index CFD or 500 contracts of commodity/cryptocurrency CFD)	100 CCY
500 CCY	2000K FX/Equivalent amount of CFDs (2000 contracts of Index CFD or 1000 contracts of commodity/cryptocurrency CFD)	200 CCY

500 CCY	3000K FX/ Equivalent amount of CFDs (3000 contracts of Index CFD or 1500 contracts of commodity/cryptocurrency CFD)	300 CCY
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***Silver and JPN225 are excluded from this Promotion.**

***Your trading volume can include both Forex and CFDs, 100K size of FX is equal to 100 contracts of Indices CFD or 50 contracts of Commodities/Cryptocurrency CFD.**

6. RECEIVING THE REWARD

6.1 To receive the reward, You must send a request from Your FXCM registered email to adminasia@fxcm.com and state “**FXCM20**” in the email subject. You must also state in the email: 1) Your account number to be credited; 2) the account holders name; 3) the deposit amount and trading volume made in aforementioned account; and 4) the Promotional code: “FXCM20”. All requests to claim rewards must be received via email within 14 days after the end of the Promotion Period.

DO NOT aggregate the total trading volumes and deposits across multiple accounts.

6.2 Subject to FXCM’s rights under these Promotion Terms and upon review and confirmation that the account satisfies the Eligibility Requirements, FXCM shall credit Your Qualifying Account with the reward within 14 business days.

6.3 If You have multiple trading accounts with FXCM, You can only claim reward under this Promotion for a maximum of one (1) trading account.

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

7. BULLION - TOP TWO TRADING VOLUMES

7.1 In addition to the reward set out in section 5 above, the top two clients with the highest trading volumes at the end of the Promotion Period (such winners to be decided by FXCM in its sole and absolute discretion), will receive the following:

Top 2 Trading Volumes	Bullion
First highest trading volume	bullion worth USD 688*
Second highest trading volume	bullion worth USD 488*

*** the actual value of Bullion received is subject to global bullion market price fluctuations.**

*** if we encounter difficulties in shipping the Bullion to You, You may opt to receive an equivalent cash exchange deposited to Your Qualifying Account.**

7.2 FXCM will announce the winners on its website and other media channels within 21 business days after the end of the Promotion Period. Prior to publishing this information, if you are a winning participant, FXCM will contact you to obtain your express written consent to permit FXCM to publish your partial account name on the website and other media channels.

7.3 FXCM will contact the winning participants individually to arrange delivery of the Bullion and FXCM reserves the right at its sole discretion to determine how delivery takes place. FXCM may request personal information (such as postal address and telephone number) to enable delivery of the Bullion. If a winning participant refuses to provide the required information, or is unresponsive, FXCM may exclude such person from receiving the Bullion at its sole and absolute discretion.

8. LIABILITY

8.1 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.

8.2 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.

9. GENERAL CONDITIONS

- 9.1 PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.
- 9.2 This Promotion can be used in conjunction with the [Friends & Family Referral Promotion](#), but clients must meet the deposit and trading volume requirements respectively.
- 9.3 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.
- 9.4 FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
- 9.10 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.

9.11 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.

10. GOVERNING LAW AND VENUE

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.