



FXCM MARKETS BROKER SWITCH BONUS PROMOTION TERMS AND CONDITIONS

1. **THE PROMOTION:** FXCM Markets Limited ("FXCM") offers the Promotion described hereunder to new clients of FXCM ("You" or "Your") who are residents of Albania, Algeria, Andorra, Anguilla, Antigua & Barbuda, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belize, Benin, Bermuda, Bhutan, Bosnia & Herzegovina, Burkina Faso, Cambodia, Cameroon, Cape Verde Islands, Cayman Islands, Chile, China, Comoros, Dominica, Dominican Republic, Falkland Islands, Faroe Islands, Fiji, Gabon, Georgia, Gibraltar, Greenland, Grenada, Guyana, Haiti, Honduras, Indonesia, Iraq, Jamaica, Jersey, Jordan, Kazakhstan, Kosovo, Kuwait, Kyrgyzstan, Laos, Liberia, Libya, Macao, Maldives, Marshall Islands, Martinique, Mongolia, Montenegro, Morocco, Myanmar, Nauru, Nepal, Nicaragua, North Macedonia, Oman, Palau, Palestinian Territories, Papua New Guinea, Paraguay, Qatar, Rwanda, Samoa, San Marino, Sao Tome & Principe, Serbia, Seychelles, Solomon Islands, St. Helena, Suriname, Taiwan, Tajikistan, Timor, Tunisia, Turkmenistan, Turks & Caicos Islands, Uruguay, Uzbekistan, Vietnam, Yemen (each, a "**Designated Country**").

Subject to these terms and conditions, You may have the opportunity to receive a Bonus of USD 25 (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:
 - 3.1. be switching from another Forex and/or CFD broker to open an account with FXCM;
 - 3.2. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual);
 - 3.3. be a resident of a Designated Country;
 - 3.4. 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**");
 - 3.5. fund the Qualifying Account with a minimum deposit of USD 300;
 - 3.6. meet the minimum volume requirement (explained below), during the Promotion Period (defined below); and
 - 3.7. 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 1 January 2021 at 00:01 A.M. (GMT) and ends on 31 December 2021 at 23:59 PM (GMT) (the "**Promotion Period**").

5. **VOLUME REQUIREMENT:**

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 contracts 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.**

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.

6. **THE PAYMENT OF THE BONUS:**

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 info@fxcm.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.

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

6.3. This Bonus can't be combined with any other bonus promotions.

6.4. 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.

6.5. 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 may not be used in conjunction with any other offer or promotion by FXCM.
- 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 discretion, cancel, or reverse the Promotion if it is given in error.
- 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 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.