



EARN 2.5% INTEREST PROMOTION TERMS AND CONDITIONS

1. **THE PROMOTION:** This promotion is offered by FXCM Markets Limited (“**FXCM**”) in accordance with these Promotion Terms and Conditions (the “**Promotion Terms**”) to existing and new clients of FXCM (“**You**” or “**Your**”) (the “**Promotion**”).
2. **BINDING AGREEMENT:** You agree that by participating in the Promotion You will be bound by the Promotion Terms as well as FXCM’s Terms of Business that apply to Your Account (“**FXCM Terms**”). In the event of any conflicts or inconsistency between FXCM Terms and these Promotion Terms, FXCM Terms shall prevail.
3. **ELIGIBILITY:** To be eligible to take part in the Promotion You must:
 - 3.1. hold a USD account with FXCM (“**Account**”);
 - 3.2. be over eighteen years of age or over the age of maturity in Your jurisdiction (if You are an individual); and
 - 3.3. not be a client of FXCM PRO(collectively, the “**Qualifying Applicant**”).
4. **DURATION:** The Promotion starts on 30 November 2020 at 5:00 P.M. (Eastern Standard Time) (“**EST**”).
5. **HOW TO PARTICIPATE:** You must be a Qualifying Applicant. There is no minimum margin necessary to earn interest although You must deposit USD 50 to open an Account with FXCM.
6. **PAYMENT OF INTEREST:**
 - 6.1. Subject to Clause 6.4. and You being a Qualifying Applicant, 2.5% annual percentage rate interest, or any other amount of interest to be determined by FXCM in its sole and absolute discretion (“**APR**”) will be paid into the Account on non-invested margin up to USD 50,000, or any maximum amount as determined by FXCM in its sole discretion at any time, with or without notice. The interest rate applied to Your Account is established at our discretion and is variable and subject to change at any time without notice to You.
 - 6.2. Interest on usable margin is paid monthly. The credit typically arrives within seven business days of the month’s end.
 - 6.3. The 2.5% APR interest is paid out on Your average usable margin for the month. Each day at approximately 17.00 EST a snapshot is taken of the usable margin in Your Account. This is added up and divided by the number of days in the month (provided that the Account was open for the entire duration of the month). Interest is paid on the average usable margin in the Account for the month; paying interest for each day the Account was open and eligible to receive interest.
 - 6.4. The Account must be open and not subject to any dispute or default on the date the interest falls due to the Qualifying Applicant’s Account.



7. **LIABILITY:**

- 7.1. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by You and/or a breach of any representation and warranty by You set forth herein. To the maximum extent permitted by law, You indemnify and agree to keep indemnified FXCM at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses 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 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, pursuant to these Promotion Terms by You. To the maximum extent permitted by law, You agree to hold FXCM, its directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by Your participation in the Promotion.
- 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. PARTICIPATING IN THIS PROMOTION DOES NOT GUARANTEE POSITIVE RETURNS. ALL PARTICIPANTS HAVE THE POTENTIAL TO EXPERIENCE LOSSES IN EXCESS OF DEPOSITED FUNDS.
- 8.2. This Promotion may not be used in conjunction with any other offer or promotion by FXCM.
- 8.3. Interest payments are transferable to other FXCM Accounts.
- 8.4. FXCM reserves the right to refuse any Qualifying Applicant to participate in this Promotion that is believed to be in breach of the Promotion Terms and/or FXCM Terms. In the event that such Qualifying Applicant or a non- Qualifying Applicant (the "**Unauthorised Participant**") takes part in the Promotion, FXCM reserves the right, without prejudice to any other rights under the Promotion Terms and/or FXCM Terms, to immediately withdraw the Promotion from the Account and/or demand the immediate return of the aggregate interest payments which will be deemed a debt lawfully owed by the Unauthorised Participant to FXCM.
- 8.5. FXCM reserves the right at its sole discretion to alter, amend, modify, suspend or terminate this Promotion, or any aspect of it without prior notice. In such event, FXCM will make reasonable efforts to notify You by email.
- 8.6. FXCM may, in its discretion, cancel, or reverse a reward if a payment is made in error.
- 8.7. 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 and the interest will not be paid.
- 8.8. 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.

- 8.9. Qualifying Applicants are solely responsible for the payment of any and all taxes, including but not limited to federal, state and local taxes that may apply on their Account however arising. 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. If any provision(s) of these Promotion Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 8.11. Unless the context otherwise requires, references to any gender include all genders and use of the singular includes the plural and vice versa.
- 8.12. You agree and give Your express consent for FXCM to share with its agents, business partners, successors during and after the Promotion, Your personal information including, without limitation, Your name, address, email address, and Account opening information (the "**Personal Data**"), to be selected by FXCM at its sole and absolute discretion and without further recourse to You. Any Personal Data shall be used solely in accordance with relevant data protection legislation and best practices. FXCM's privacy policy can be found here: www.fxcm.com/markets/legal/privacy-policy.
- 8.13. 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.
10. **FXCM MARKETS INTEREST:** FXCM may change interest rate at any time at our discretion. Interest payments are not available for accounts on spreads + commissions model.