

FRIENDS AND FAMILY PROGRAM TERMS AND CONDITIONS

In order to participate in Forex Capital Markets LLC's (FXCM) Friends and Family Program, you must agree to these Terms and Conditions. By clicking "I accept the Friends & Family Program Terms and Conditions," you acknowledge that you have read, understood and intend to be legally bound by these Terms and Conditions.

1. **Introduction.** Subject to these Terms and Conditions, you may refer up to ten (10) friends/family members to FXCM per calendar year, and you will earn a one-time payment per Qualified Referral (defined below).
2. **Qualified Referral Requirements.** All of the criteria below must be satisfied in order for your referred friends/family members to be considered "Qualified Referrals."
 - At all times during your participation in the Friends and Family Program, you must be a current FXCM client, with at least one (1) live self-traded USD Standard 10K trading account (IRA accounts are ineligible).
 - You must submit to FXCM a completed Friends and Family Program Form (the "Form"). Upon FXCM's review and approval of your completed and submitted Form, FXCM will provide you with a unique alpha-numeric promotional code. You must provide the promotional code to each friend/family member that you wish to refer to FXCM. The referred friend/family member must include the promotional code in the designated space on their new FXCM account application for a self-traded Standard 10K account.
 - Referrals cannot be under a referring broker or use Forex System Selector
 - FXCM Employees are not eligible to participate in the Friends and Family Referral Program
 - Accounts referred cannot be traded by a 3rd party money manager.
 - After FXCM's review and approval of each application, the referred friend/family member must deposit sufficient funds into their account in accordance with the applicable FXCM Client Agreement. The referred friend/family member must maintain their FXCM trading account for at least one (1) month after activation. The referred friend/family member must place at least ten (10) trades on the account within the first month of account activation.
 - There are no retroactive referrals. Friends/family members that were former FXCM clients or have existing FXCM trading accounts shall not be considered Qualified Referrals. All referrals must be new clients.

3. **Payment Terms.**

- You will only be paid for Qualified Referrals.
- You will be paid according to the following payout structure:

| Friend Opens With Initial Balance of: | Payout |
|--|---------------|
| \$2,000 to < \$5,000 | \$50 |
| \$5,000 to < \$10,000 | \$100 |
| \$10,000 and over | \$150 |

- You will also earn an additional bonus payout for first 5 and 10 referrals each year. Bonus earned for first 5 referrals is \$500 and bonus for a total of 10 referrals \$1000.
- You will only be paid one (1) time per Qualified Referral, even if that friend/family member opens more than one (1) FXCM trading account.
- The maximum number of Qualified Referrals you will be paid for is ten (10) per calendar year.

- The time of payment will be within ten (10) days after the Qualified Referral has maintained a live FXCM trading account for at least one (1) month. However, if the referred friend/family member has not placed at least ten (10) trades on the account within the first month of account activation, you will not be paid for that referral.
- The method of payment will be a credit to your FXCM trading. No other forms of payment will be made.
- FXCM reserves the right to decline or reverse payment should a payment be made in error or is determined to be the result of unethical practices
- This offer is nontransferable.

4. Restrictions.

- FXCM is not obligated to accept as a client any friend/family you refer to FXCM. You may not refer yourself as part of this program.
- You are not a referring broker to FXCM, and you shall not act in any capacity that would require you to become officially registered as an introducing broker or professional money manager. Without limiting the generality of the foregoing, you shall not issue, publish or distribute any advertisement, marketing materials or other sales literature utilizing or making reference to FXCM or its products/services.
- FXCM reserves the right to modify or terminate this offer without prior notice.