

仲裁协议

(由同意以仲裁方式解决争议的客户填写)

如果客户同意通过仲裁解决争议，客户同意以下条款适用于本仲裁协议所附的 FOREX.com 客户协议（“客户协议”）并构成其组成部分，且仲裁协议中使用但未定义的所有大写术语具有客户协议中赋予的相应含义。

客户与 FOREX.com 同意，因为客户协议产生的任何和所有争议通过仲裁解决。如果产生该等争议，客户有机会从 FOREX.com 提供的清单中选择开展该等程序的合格论坛，该清单包括：(a) 开展或本来开展产生争议的交易的合约市场（如有）；(b) 全国期货协会；(c) 至少一个其他组织，该组织向客户提供从各个地理区域的几个主要城市选择仲裁程序地点的机会，并且向客户提供由至少一人或多人组成的、至少多数成员并非合同市场成员或其员工或与其无关的、与合同市场无关的专家组或其他决策者选项（“混合专家组”）。FOREX.com 将在收到客户打算将索赔提交仲裁的通知后十(10)个工作日内向客户提供该等清单。在客户收到该等清单后四十五(45)天内，FOREX.com 可以从该等清单中选择一个论坛。FOREX.com 同意支付合格论坛就提供混合专家组征收的任何增加费用，但仲裁员确定在发起或开展程序过程中存在欺诈的除外。

CFTC 要求 FOREX.com 作出以下披露：

解决商品争议论坛有三种：民事法院诉讼、CFTC 赔偿和自律组织或其他民间组织开展的仲裁。

CFTC 承认，如有机会通过仲裁解决争议，在某些情形下，能够为客户带来诸多优势，包括能够迅速、最终解决争议而不产生大量成本。然而，CFTC 要求各客户单独调查仲裁的相对优点并要求您自愿同意本仲裁协议。

签署本仲裁协议表明您：(1) 放弃在法院起诉的权利；(2) 同意受您或 FOREX.com 可能根据本仲裁协议提交仲裁的任何索赔或反诉的仲裁约束。然而，您不会放弃请求 CFTC 根据《商品交易法》(Commodity Exchange Act) 第 14 条就根据本仲裁协议进行仲裁的任何争议提起赔偿程序的权利。如果发生争议，将告知您 FOREX.com 是否打算将争议提交仲裁。如果您认为涉及到违反《商品交易法》并且您希望向 CFTC 申请第 14 节的“赔偿”程序，自通知日期起，您有 45 天的时间作出该选择。

您在 FOREX.com 开立账户无需签署本仲裁协议。参见 17 CFR 166.5。

日期： _____

客户姓名： _____

由/签名： _____

Please note: If there is any inconsistency between the English version and the Chinese version of this Arbitration Agreement, the English version shall prevail. The Chinese version is for information purposes only.

请注意：如本仲裁协议的英文版和中文版存在任何差异，将以英文版为准。中文翻译仅供参考。



ARBITRATION AGREEMENT

(To Be Completed by Customer Consenting to Arbitration for Dispute Resolution)

If Customer consents to arbitration for dispute resolution, Customer agrees that the following terms will be applicable to and will constitute a part of the FOREX.com Customer Agreement (the "**Customer Agreement**") to which this Arbitration Agreement is attached, and all capitalized terms used but not defined in this Arbitration Agreement will have the respective meanings assigned to such terms in the Customer Agreement.

Customer and FOREX.com agree that any and all disputes arising out of the Customer Agreement will be settled by arbitration. If such a dispute arises, Customer will have the opportunity to elect a qualified forum for conducting such proceeding from a list provided by FOREX.com, which list will include: (a) the contract market, if available, upon which the transaction giving rise to the dispute was executed or could have been executed; (b) the National Futures Association; and (c) at least one other organization that will provide Customer with the opportunity to select the location of the arbitration proceeding from among several major cities in diverse geographic regions and that will provide Customer with the choice of a panel or other decision maker composed of at least one or more persons, of which at least a majority are not members or associated with a member of a contract market or employee thereof, and which are not otherwise associated with a contract market (a "**Mixed Panel**"). FOREX.com will provide Customer such list within ten (10) business days after receipt of notice from Customer that Customer intends to submit a claim to arbitration. Forty-five (45) days after receipt by Customer of such list, FOREX.com may select a forum from such list. FOREX.com agrees to pay any incremental fees that may be assessed by a qualified forum for the provision of a Mixed Panel, unless the arbitrators determine that Customer has acted in bad faith in initiating or conducting the proceeding.

The CFTC requires FOREX.com to provide the following disclosure:

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE CFTC AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each customer individually examine the relative merits of arbitration and that your consent to this arbitration agreement be voluntary.

By signing this Arbitration Agreement, you: (1) may be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims which you or FOREX.com may submit to arbitration under this Arbitration Agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparations proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute which may be arbitrated pursuant to this Arbitration Agreement. In the event a dispute arises, you will be notified if FOREX.com intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved and you prefer to request a Section 14 "Reparations" proceeding before the CFTC, you will have 45 days from the date of such notice in which to make that election.

You need not sign this arbitration agreement to open an account with FOREX.com. See 17 CFR 166.5.