

30% DEPOSIT BONUS TERMS & CONDITIONS

July - December 2022

1. INTRODUCTION

1.1. FXTM¹ is running the 30% Deposit Bonus (hereinafter referred to as the "**Promotion**") and invites all new and existing Clients of FXTM from the Eligible Country, including those under IB & Affiliates to participate. By participating in this Promotion, you agree to be bound by the Terms and Conditions herein (hereinafter referred to as the "**Terms**") as these are set out below.

2. INTERPRETATION OF TERMS

2.1. In this Promotion:

- "Account" shall mean a Client's trading account with FXTM into which the Client deposits within the Promotion Period a Deposit;
- "Active Period" shall mean 30 (Thirty) consecutive calendar days within the Promotion Period which starts to run from the day the Client has received the Benefit;
- **"Benefit"** shall mean the trading benefit which the Client who participates in the Promotion will be eligible to receive on credit or equivalent amount based on the Account currency subject to this Terms and shall be non-withdrawable;
- "Eligible Country" shall exclude China, Hong Kong, Macao, Taiwan and Korea;
- "Deposit" shall mean 50 USD for the first deposit and any amount for all subsequent amounts deposited as one transaction, required as a deposit in the Account to activate the Promotion;
- "Minimum Number of Lots" shall mean the number of full Standard lots that Client needs to trade to get the Benefit on the balance of the Account within Promotion Period;
- "Operative Agreements" shall mean the agreements defined in the Client Agreement on our Website and as amended from time to time;
- **"Promotion Period"** shall mean the period that starts on the 21st July 2022 (00:01) to the 31st December 2022 (23:59) inclusive;
- **"Standard Lot"** shall mean a standardized quantity of the instrument that Client is trading. In forex, one Standard Lot is 100,000 units of a particular currency.
- 2.2. Any words whose meaning is not defined herein shall have the meaning provided in the Operative Agreements.
- 2.3. Times mentioned herein shall mean EET/EEST as applicable.

3. ELIGIBILITY CRITERIA

- 3.1. To participate in this Promotion, you must meet the following requirements:
 - a) You are an existing or new Client of FXTM, deposited during the Promotion Period or Dormant Client of FXTM, eligible to trade in accordance with, and have agreed to, the Operative Agreements;
 - b) Run a live trading account with FXTM as per the applicable deposit and/or other requirements of FXTM²;

¹ FXTM shall refer to Exinity Ltd operating under the FXTM brand (available at <u>www.forextime.com</u>).

² Available in FXTM's website (available at www.forextime.com).



- c) Accept the Terms of this Promotion; and
- d) Make a Deposit in the Account during the Promotion Period, following b) and c) above.

4. TRADING TERMS

- 4.1. The Promotion is applicable to all CFDs in Forex, precious metals, and commodities only.
- 4.2. The Promotion is applicable to all Account types.
- 4.3. Only positions that are opened for more than 5 minutes will be eligible for this Promotion.
- 4.4. It is hereto declared that:
 - a) Irrespective of the number of trading accounts that a Client may run with FXTM, the Promotion is applicable for the one Account only per Client, as above; and
 - b) Transfers between accounts are not considered as deposits for the purposes of this Promotion.
- 4.5. The Promotion is applicable for the Deposits of the Client, subject to the Deposits being made during the Promotion Period, in any one of the Account (s) and subject to Clause 3.1. (c) above.
- 4.6. If Client does not fulfil the Minimum Number of Lots during the Active Period, the Benefit will be removed from the Account of the Client after the end of the Active Period.

5. SPECIFIC PROMOTION TERMS

- 5.1. The Benefit is calculated as 30% of the Deposit deposited as one transaction, with a maximum available Benefit to each Client of a total of 150 USD or equivalent during the Promotion Period, depending on the selected currency of the Account and the amount of the Deposits.
- 5.2. The Benefit shall be provided as a credit to the Account within twenty-four (24) working hours, after the relevant Deposit has been made to the Account within the Promotion Period and the Client accepted this Terms and shall be available for trading purposes only.
- 5.3. The credit available shall be transferred to the Balance of the Account and only the proceeds (or profits) from trading the credit shall be available for withdrawal if the Client has traded the Minimum Number of Lots (calculated in accordance with the following formula) within the Active Period and the Client has not submitted a withdrawal request for the Deposit during the Active Period:

Minimum Number of Lots = Benefit Amount * 2 / 10.

- 5.4. The Benefit is available only after the Deposit has been made. If the Client made several deposits, the Benefit for each Deposit shall be calculated in accordance with respective Deposit amount.
- 5.5. The Benefit will be cancelled in the case where, during the Active Period, the Client withdraws the Deposit either partially or in full.
- 5.6. The proceeds of the Benefit can be withdrawn by the client only upon successful completion of the Minimum Lots, within 30 days from the day the Benefit is credited Client's FXTM trading account.



5.7. If the Client has any negative balance on the Account and has used up ninety percent (90%) of the Benefit, then all opened positions will be automatically stopped out. FXTM will automatically adjust all such negative balances with the available credit, reducing the Benefit accordingly and restrict the use of any remaining Benefit, if any.

6. MISCELLANEOUS

- 6.1. If any dispute and/or misrepresentation is made in relation to the above applicable Terms, such dispute and/or misrepresentation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, be deemed fit and proper. FXTM's decision shall be final and binding.
- 6.2. FXTM has the right at any time and its absolute discretion to disqualify any Client who participates in the Promotion and/or withdraw with immediate notice the Benefit and/or any profit gained if:
 - a) A breach of these Terms and/or any term of the Operative Agreements occurs;
 - b) FXTM has reasonable grounds to believe there is a valid misuse of this Promotion; and
 - c) The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and applicable Terms.
- 6.3. The Benefit is non-transferable between FXTM trading accounts and can be withdrawn by the Client only upon successful completion of the Minimum Number of Lots, within Promotion Period from the day the Benefit is revealed in MyFXTM, and Terms are satisfied. The Benefit shall be removed if the Terms of this Promotion are not met.
- 6.4. Any indication or suspicion of fraud, manipulation, cash-back or Benefit or swap arbitrage, or other forms of deceitful or fraudulent activity in a Client's account or multiple account with FXTM or otherwise related or connected to the Benefit will nullify all transactions executed and/or profits or losses garnered therein.
- 6.5. FXTM reserves the right, at its sole discretion and as it deems fit, to alter, amend, suspend, cancel, or terminate the Promotion, or any aspect of the Promotion at any time and upon any reasonable cause. Under no circumstances shall FXTM be liable, for any consequences of any alteration, amendment, suspension, cancelation, or termination of this Promotion.
- 6.6. Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

Example 1:

A Client of FXTM deposited 500 USD within the Promotion Period, after accepting these Terms. FXTM will credit the Client's account with \$150 (calculated as follows 30% * 500). The Client has the right to trade with his \$150 credit but can withdraw the proceeds of the credit only if he has traded 30 Lots within the Active Period (Minimum Number of Lots = 150 * 2/10 = 30).

Example 2:

Client accepted Terms and made a Deposit on the 16th August 2022. Benefit was credited to Client's Trading Account on 16th August 2022. Client has time until the 15th September 2022 23:59 to use



the Benefit amount and to trade the Minimum Number of Lots to receive the proceeds of the trading credit.