



Non-Deposit Bonus Terms and Conditions

October 2022

Non-Deposit Bonus Terms and Conditions

GENERAL PROVISIONS

1. FXChoice (hereinafter referred to as the “Company”) promotes the Non-Deposit Bonus Programme (hereinafter referred to as NDB or Bonus), to its Clients, subject to the Terms and Conditions contained in the present document.
2. By applying for the NDB, the Client acknowledges that he has read, understood and agreed to be bound by these Terms and Conditions, the Client Agreement and all other policies of FXChoice.
3. Subject to, and without prejudice to, all other Policies, Terms and Conditions and the Client Agreement of FXChoice, the offer is available to FXChoice Clients who have satisfied the eligibility criteria for the offer (“Eligible Clients”) as set out in the sections following hereinafter.
4. The NDB may be offered by the Company to Clients who open trading accounts with the Company, where such Clients open their accounts directly through the FXChoice website (www.myfxchoice.com) or are referred to the Company via specific websites and/or social network sites in the context of certain specific promotions, and/or surveys that the Company may be running on such specific websites and/or social network sites.
5. The Company, at its absolute and sole discretion, offers the NDB to such Clients and/or countries/regions as it deems appropriate.
6. The NDB is available to natural persons who are the Company’s registered new Clients or existing Clients who have not made any deposits.
7. Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the NDB. Without limiting the foregoing, participation in the NDB is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence (“minors”). Remarks: If you are a minor, you may not participate in the NDB.
8. In order to be eligible for the NDB, the Client must also satisfy each of the following requirements:
 - 8.1 the Client must provide true and accurate details and information in connection with the NDB, including, without limitation, the Client’s personal and contact details,
 - 8.2 the Client must not be an employee or partner of FXChoice,
 - 8.3 the Client must never have participated in abusive behaviour in his relations with FXChoice or in relation to any other offer or promotion made by FXChoice,
 - 8.4 the Client must not be associated with any person who has participated in abusive behaviour in his relations with FXChoice or in relation to any other offer or promotion made by FXChoice.
9. The eligible Clients for the NDB are able to receive a Non-Deposit Bonus amounting to USD 30. The Bonus is non-withdrawable unless all the criteria below are met.
10. The participation of “Related Parties” in the NDB is prohibited. If the registration and/or trading data of a participant in the NDB corresponds with the registration and/or trading information, including but not limited to the IP address, of another participant in the NDB, the Company reserves the right to regard this match as a reason for immediate disqualification. For the purposes hereof, the term “Related Party(ies)”, when used in these Terms and Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in the NDB, including, without limitation:

a) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b) a person or entity, whom any participant in the NDB, directly or indirectly, or is under common control with any participant in the NDB; for the purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any participant in the NDB, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such a person or entity, whether through ownership of voting securities or otherwise.

11. Similarly, persons associated in any manner whatsoever with the Company and/or with the specific websites and/or social network sites on which the Company may sometimes be running certain specific promotions, contests and/or surveys, in the context of which access to the NDB is offered, are not allowed to participate in the offer.

SPECIFIC PROVISIONS (REGISTRATION)

12. For new Clients, the NDB is added to the Client's account automatically upon completion of the registration process.
13. The existing Clients, who have never funded their accounts, can apply for the NDB by logging into their Backoffice profile and by opening the appropriate account.
14. The NDB will be applied ONCE, upon Client registration (for new Clients) or their enrollment in the programme (for existing Clients who have never funded their account(s) before).

SPECIFIC PROVISIONS (TRADING)

15. Once the NDB has been added to the Client's account, the Client has 30 calendar days to meet the volume requirements of the programme and convert the bonus from virtual to real, withdrawable money.
16. To convert the bonus into real, withdrawable money, the Clients need to generate a cumulative volume of two closed/round-term lots.
17. The following limitations are in place until a Client has 10 completed orders (i.e. closed trades):
- a) Trades cannot exceed 0.01 max. lot size (per trade).
- b) The volume of all concurrently open trades cannot exceed 0.05 lots.

Once the 10th order condition is met, both limitations are lifted.

18. If the account equity drops below zero, the bonus will be removed.
19. Only FOREX instruments will be tradable on NDB accounts.
20. If Clients are not able to meet the conditions of the programme from the current chapter within the allotted time frame (30 calendar days), the bonus and any profits generated to date, will be removed and their trading account disabled for further trading.
21. Once/if the conditions of the bonus programme from the current chapter have been met, the virtual money becomes withdrawable/transferable. At this time, one of the following can happen:
- a) Clients should verify their profile and continue trading.

- b) Clients should verify their profile and withdraw their funds.
 - c) Clients should verify their profile, add additional funds and continue trading.
 - d) Existing Clients with a verified profile may continue trading, add additional funds or withdraw their funds.
22. If new Clients participating in the NDB have not yet verified their profile and wish to continue trading, they will have 14 days to go through our verification procedure. During this period, we will not limit their trading capabilities in any way. However, once these 14 days are up, we will close all open trades and delete any profit, if there is any.
23. Clients should be able to fund NDB accounts either by an internal transfer of funds from another funded account or by a direct deposit into an NDB account (in both cases, this Client should be verified beforehand).
24. If a Client makes a deposit into their NDB account before meeting the conditions from the current chapter of the programme, and subsequently requests a withdrawal, their bonus will be removed.

ABUSIVE, FRAUDULENT or ILLEGAL BEHAVIOR

25. The NDB, and the retention of the NDB, is conditional on the Client complying with all the FXChoice Policies, Terms and Conditions and the Client Agreement, and on the Client meeting the following conditions at all times:
- 25.1 the Client acts in good faith in relation to the NDB.
 - 25.2 all the data, documents, declarations (if any) and information the Client has provided regarding his relationship with the Company and his participation in the NDB is true and accurate.
 - 25.3 the Client does not participate in any abuse, fraudulent, illegal, improper conduct, or attempted abuse, fraudulent, illegal or improper conduct in relation to the NDB or, in either case, any previous abuse or improper conduct in his relations with FXChoice or in relation to a previous similar offer or promotion.
 - 25.4 Abusive behaviour (for the purposes of these Terms and Conditions only) includes, but is not limited to, the following:
 - 25.4.1 giving instructions on behalf of a Client without due or proper authority;
 - 25.4.2 repeatedly failing to respond to emails or phone calls from the company for a period of 15 days or more;
 - 25.4.3 the Client, by himself or acting with others (including an Introducing Broker), constructing a trading position or positions which have the purpose or effect of extracting the credit provided, and/or the profits generated by the NDB;
 - 25.4.4 the Client, by himself or acting with others, having an account or accounts where the accumulated Bonus or bonuses from other offers or promotions in the account is greater than the amount which could have been accumulated if the Client and such others had

complied with the terms and conditions of these offers and such other offers or promotions based on the specific offer(s) or promotion(s) in which the Client has participated or is participating;

25.4.5 the Client hedging his positions including, without limitation, by way of illustration only, through the use of a single or correlated currencies, at given periods, internally (using other trading accounts held with FXChoice) or externally (using other trading accounts held with other brokers);

26. If FXChoice in good faith has reason to believe or suspect that a Client (whether individually or as part of a group) has failed to comply with the conditions set out in this section, or the Client is in breach of the current Terms and Conditions, of the Client Agreement or any other policies of the Company, or there is an indication or suspicion of any form of abuse, fraud, manipulation, at Company's reasonable discretion, may lead to such a Client's disqualification from participating in the NDB. In these cases, FXChoice is entitled without notification and with immediate effect at its sole discretion, to:
- (i) deny, withhold or withdraw from that Client the Bonus (and any additional bonuses if applicable)
 - (ii) to withhold, cancel and subtract, from that Client's account(s) and/or from any other account(s) related to such a Client account(s) the Bonus,
 - (iii) to offset any resulting losses against related/hedged winning accounts,
 - (iv) to terminate the current Terms and Conditions,
 - (v) to terminate that Client's access to services provided by FXChoice and/or terminate the Client Agreement between FXChoice and the Client for the provision of services,
 - (vi) to limit, block access to all or any of the services provided by FXChoice, to the Website and/or Backoffice and/or to terminate and/or close the Client's account/s with the Company,
 - (vii) to cancel any profits, as well as any Introducing Broker fees, generated from abusive, fraudulent or illegal behaviour.
27. In the event an account is qualified as inactive, the Bonus will be removed.
28. FXChoice has the right to levy an administration charge on the Client up to the value of the Bonus to cover any costs incurred by FXChoice in respect of validating or investigating information provided by the Client to FXChoice or contacting the Client.
29. FXChoice may ask the Client to provide sufficient documentation as the Company thinks fit and necessary in order to be satisfied as to the Client's identity before granting any bonus.

CANCELLATION AND WITHDRAWAL OF BONUS

30. Clients that have their accounts funded through their Introducing Brokers are not eligible to receive the Bonus. In addition, Introducing Brokers will not be eligible to receive commissions for trading on Bonus funds.
31. Once all of the requirements set out in these Terms and Conditions have been met, the NDB will be added to an eligible Client's account, as a notional sum. The Bonus will not be recorded or construed as a liability of FXChoice towards the Client and may be unilaterally, retroactively and unconditionally withheld,

subtracted, cancelled or removed from a Client's accounts, at any time and at the sole discretion of FXChoice.

32. The Bonus may also be removed in full by FXChoice following a Client's withdrawal request or request to transfer funds between accounts at FXChoice (whenever that request is made) and immediately prior to the fulfilment (if fulfilment is possible) of the request. In addition, and if requested by the Client during trading, the remaining NDB may only be removed provided that all of the Client's positions are closed.
33. Following the receipt of the NDB, if the Client requests a withdrawal of funds from the account that the NDB was added to or requests a transfer of funds from one FXChoice account to another FXChoice account, FXChoice may:
 - 33.1 prior to the fulfilment of such a request, at its sole discretion, remove from the Client's account a sum which equals the Bonus previously granted. If there are insufficient funds in the Client's account to enable the removal of a sum equalling the Bonus, FXChoice shall be entitled to remove all sums remaining in the account; or
 - 33.2 if FXChoice proceeds with the withdrawal of the NDB from the Clients' account(s) in accordance with paragraph 33.1 above, such action shall not give rise to any cause of action, liability or remedy against FXChoice.
34. The Company is entitled, at its sole and absolute discretion, to unilaterally amend, cancel or terminate this Bonus programme or any part of these Terms and Conditions, at any time without prior notification.
35. The Company is entitled to refuse to offer the NDB at its sole discretion without the need to provide any justification.
36. The Company shall not be responsible for any consequences or losses that may arise as a result of cancelling or amending the Bonus programme.
37. The current Terms and Conditions shall be in force and applicable respectively together with the rules of the Client Agreement and all other policies and rules of the Company.