

Trading.com Markets Inc. NDB Promotion Terms & Conditions

August 2024

A. INTRODUCTION

Trading.com (“TCM” or “We”), a registered retail foreign exchange dealer (“RFED”) with the Commodity Futures Trading Commission and a forex dealer member of the National Futures Association, is offering a promotional balance (“Promotional Credit” or “Credit”) program that incentivizes new and existing TCM customers (“Client” or “Clients”) to experience TCM’s trading platform(s) without making a monetary deposit (“NDB” or “Non-Deposit Bonus”) whilst allowing them to vest the promotion balance through trading and retain all profits (collectively “Program”). The Program will be limited to 15,000 customers to claim to the promotional credit following commencement. Below are the terms and conditions of the Program (collectively “Terms”).

You agree that by participating in the Promotional Credit you will be bound by these terms and conditions (the “Promotion Terms”). Capitalised terms and expressions used in these Promotion Terms shall have the same meaning as in Our Terms unless specified otherwise in the Promotion Terms.

B. PROGRAM DEFINITIONS

- Promotional Credit refers to the funds that become part of the Client account’s equity and can be used for trading but cannot be immediately withdrawn from the account, funds will become withdrawable from the account upon completion of the trading requirements.
- Promotional Credit cannot be reflected as negative.
- Promotional Credit shall be included in the daily NET_LIQUIDATING_VALUE (“NLV”) of the daily FORTRESS Customer Info submission.
- Promotional Credit will be part of client funds and the total customer liability. Profits from Promotional Credit will be part of the Daily Customer Liability.
- TCM account statements and trading platform(s) will display Promotional Credit separately from the account’s withdrawable balance (“Balance”) to make it easy for the Client to understand them.
- All realized account profits are added to the client’s account Balance and are immediately available for withdrawal or account transfer.

- Process for client losses consists of first a deduction from the account balance, if the account balance goes to zero, a deduction is then made to the promotional credit balance, if the promotional credit balance goes to zero then the account will lastly go into a negative balance.
- The Promotion is a stand-alone offer and cannot be used with any other rebate, promotion or similar scheme offered by TCM.
- The Promotion is subject to a fair use policy and consequently TCM has the right to deny entry to the Promotion or terminate a participant's participation in the Promotion if it reasonably believes that there has been co-operation, collusion or organization of trades from the same source, or if it reasonably believes that the Promotion is being abused in any way.

C. ELIGIBILITY

All existing and new TCM customers ("Client" or "Clients") in good standing are eligible to participate in the Program provided they meet the following criteria:

- The Client successfully validated their T1 account before or after the Program commencement date.
- Clients will be eligible to claim the Promotional Credit only to one of the trading accounts maintained.
- The Client has successfully completed the phone verification requirement.
- Existing Client or meet the above eligibility requirements before the expiration date of the Promotion.

Effective, starting August 5, 2024, all Eligible Customers that joined the promotion will have a rolling (90) day period to satisfy TCM's trading activity requirement (any open positions or trades) following activation of the promotion before any unused Promotional Credit is forfeited.

D. TERMS & CONDITIONS

1. Client statements and trading platform(s) will reflect both Balance and Promotional Credit separately to establish a clear understanding for the Client. Equity/NLV, Used Margin and Available Margin consider Balance and Credit as a single aggregate value.
2. Program eligibility is reviewed periodically for all accounts participating and TCM reserves the right to cancel or withdraw the Program and Promotional Credit at any time in the event of any abuse of this Program by the Client or any other participant. In addition, if TCM suspects that the Client has breached any of these Terms or any of the terms contained in the TCM customer agreement or related documentation in any way, or that the Client

have acted fraudulently or obtained an unfair advantage with respect to the Program, TCM reserves the right to suspend or withdraw Promotional Credit from Clients account and disqualify the Client from participating in the current Program and/or future promotions or programs.

3. If Clients account information or IP address corresponds or matches with the information of another participant of the Program, TCM reserves the right to immediately disqualify the Client and/or the other participant(s) from the Program.
4. The Program is offered for a limited time and TCM may, in its reasonable and sole discretion, modify or terminate the Program, or any aspect of it, at any time with or without notice to the Client.
5. If there are any restrictions imposed on Client's account, the account will not qualify for the Promotional Credit unless or until the restrictions have been lifted. Any restrictions that apply to Client's account will be communicated to Client via email.
6. The Client will not be eligible for the Promotional Credit if Clients trading account is closed/terminated for any reason prior to the Promotional Credit being credited into Client's account.
7. TCM will not be held liable to Client for any losses Client may incur because of Clients trading activity or participation in this Program. **LEVERAGED FOREX TRADING INVOLVES SIGNIFICANT RISKS** and is not suitable for all investors. Prior to engaging in forex trading, Client should carefully consider, Client's investment objectives, level of experience, and risk tolerance. Such trading could result in losses exceeding deposits and Client should trade understanding and accepting these risks. Nothing in these Terms shall be considered investment or trading advice including any examples or explanations. All examples and information provided to the Client in these Terms or anywhere else are for informational purposes only and any transactions that the Client execute are done at Clients own risk.
8. TCM shall not be liable to the Client with respect to Client's inability to satisfy any of the eligibility requirements stipulated in these Terms or to trade because of any technical issues that the Client may experience with Client's internet connection, computer system or TCM's trading platform or mobile applications. Clients accept all risks associated with trading over the internet.
9. TCM is the sole arbitrator of the Program, these Terms and any other issues arising under this Program. Exceptions to these Terms are at the sole discretion of TCM management and any such decisions are final. Any dispute or situation not contemplated under these Terms will be resolved by TCM's management in a manner considered the fairest to all concerned parties and the decision will be final and binding on all parties.
10. If any provision of these Terms is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall remain in full force and effect.
11. The Program is not available to TCM or TCM affiliated entities' employees, their immediate family members or persons living in the same household. The Program is also not available to Client, Clients spouse or any relative in the same household if Client is an employee, principal, owner of over 10% equity interest or associated person of a retail foreign exchange dealer.

12. These Terms are governed by and construed in accordance with the laws of the State of New York and will be subject to the jurisdiction of the courts of New York County, New York.

E. TRADING REQUIREMENTS

For every one lot (100,000) traded by the Client, \$5 credit vests into the Client's cash balance. Please note, Client cash balance is the account withdrawable balance.

Risk Warning: Forex trading involves significant risk of loss and is not suitable for all investors. Please ensure you fully understand all the risks involved and review our full Risk Disclosure Statement.

Trading.com is located at 85 Broad Street, New York, NY 10004, USA. Trading.com is a registered Retail Foreign Exchange Dealer with the Commodities Futures Trading Commission and a member of the National Futures Association (NFA #0516820).

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