

# TERMS & CONDITIONS FOR MARKETS CLUB PROGRAM



## **MARKETS CLUB PROGRAM**

- 1. This Program shall run until 31 December 2024 (closing at 23:59:59 GMT+3 Time Zone) (the "Promotional Period").
- 2. These Terms and Conditions (the "Terms") set out the rules for the Markets Club Program (the "Program"). Under the Program Finalto (BVI) Limited (the "Company") offers to its clients (the "Client") as described below, financial awards and benefits for their deposits (the "Award"). These Terms should be read in conjunction with the Company's Terms & Condition for Incentives and Loyalty Awards (the "T&Cs") as these may be amended from time to time. Capitalized terms shall have the meaning ascribed to them in the Company's T&Cs, unless otherwise defined herein.
- 3. Subject to these Terms, the Program's Awards are as follows:

	Basic	Silver	Gold	Platinum
Deposit	\$100	\$2500	\$10,000	\$25,000
Spread Rebate	-	-	5%	10%
Stop Out	50%	40%	30%	30%
Higher Bonus Level	20%	30%	40%	50%
RM Service	×	×	✓	✓
Birthday Gift	-	-	\$30.00 payment	\$50.00 payment
Morning Note	✓	✓	✓	✓
Week Ahead	✓	✓	✓	<b>✓</b>
Trading Central Analysis	✓	✓	✓	✓
Webinar	✓	<b>✓</b>	✓	<b>✓</b>
Reactive Strategy	X	×	<b>✓</b>	/

## 4. Eligibility Criteria and Award Conditions

To be eligible for the Program, the Client must meet all the conditions in clause 4.1 and must not fall under any of the criteria in Clause 4.2.

- 4.1. The person must:
  - a. be an individual (rather than a company);
  - b. be a new Client of markets.com; or
  - c. be an existing Client of markets.com.
- 4.2. The person must not be any of the following:
  - a. be based in Kenya or in a Banned Jurisdiction;
  - b. be an employee of the Company or an employee of an Affiliate of the Company (or be an immediate family member of such an employee).
- 4.3. The Client must satisfy the following conditions to receive the Award:
  - a. have successfully registered for an account with the Company;
  - b. have satisfied all KYC, AML and other requirements for registration; and
  - c. make a deposit during the Promotional Period, subject to the provisions of minimum deposit limits in accordance with the Company's T&Cs\*. Noting that the deposit must be paid in a single installment.

<sup>\*</sup>Maximum deposit amount(s) limits may apply. We reserve the right to impose additional limits on the deposit amount(s) and to modify such limits from time to time.



## 5. Award Acceptance Rules

Prior to accepting any Award offer Clients shall consider the particular terms and conditions associated with the Award, as may be amended from time to time. Acceptance of the Award is done by: (a) placing trade in the Account and (b) claiming the Award by contacting Customer Support team on Live Chat or at <a href="mailto:support@markets.com">support@markets.com</a>.

#### 6. Withdrawals:

Clients must execute a minimum trading volume of US\$40,000 for every dollar awarded by the Company to the Client Account in order to be eligible to withdraw the Award. Any withdrawals from the Client Account shall be governed by the T&Cs.

### Formula:

Required Points = (Given Bonus x Total Required Trading Volume)/1000

#### **Example:**

If a Client is given a \$20 Bonus, the Client will be required to execute a 20,000 round-trip trading volume for every dollar given to be eligible to withdraw.

Required Points: = (\$20 x 2 x 20,000)/1000 = 800 points

## 7. Birthday Gift Exception

Notwithstanding the above (Clause 6), Clients will be able to withdraw the Birthday Gift Award provided that they have executed 15 lots within 90 days before their birthday, noting that the birthday month is not included to the 90 days' timeframe.

## 8. <u>Timeframes:</u>

Clients have 90 days, from the date of receiving the Award, to meet the abovementioned volume conditions ("**Timeframe**"). Upon Timeframe expiration the Account shall be adjusted to the deposits made by the Client to the Account.

# 9. **General Terms:**

- a. The maximum bonus that can be granted to each Client is US\$15,000 in total (or other equivalent currency).
- b. Failure to meet conditions If, in the Company's sole discretion, the Client have missed any of the conditions necessary to receive the Award, then the Company shall not be obliged to add the Award to the Client Account.
- c. Closure of Account If, prior to the Award being added, the Client has executed (or has a pending request for) the closure of their Account, then the Award shall not be added.
- d. Abuse If, in the Company's sole discretion, there has been any improper, fraudulent or abusive practice in breach of the Terms, then the Award shall not be awarded. The Company reserves the right, and has sole discretion, to prohibit any Client from participating in any aspect of the Program if the Company deems or suspects that such the Client has engaged in or has attempted to engage in any abuse, damaging, tampering or fraud.
- e. Clients are prohibited from opening multiple accounts with the Company for the sole purpose of enjoying more than one Award. Duplicate accounts may be closed without notice. In such cases the Company shall retain any Award rewarded to the Client, any earnings will be forfeited, and any amount deposited by the Client to the Account will be returned to the Client accordingly.
- f. The Company reserves the right to modify, amend or discontinue this program at any time.



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- g. No waiver any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under the Terms, shall not be deemed and shall not be construed as a waiver of its rights.
- h. The Program is not and should not be constructed as legal, tax, investment, financial, or other advice. In addition, nothing contained in the Program constitutes a solicitation, recommendation, endorsement or offer by the Company or any third party to buy or sell any financial instruments.
- i. These Terms shall be governed by the laws of the British Virgin Islands and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the British Virgin Islands.

For any questions about the Program please contact <a href="mailto:support@markets.com">support@markets.com</a>.