

## FXTM LOYALTY COST REDUCTION ON EXECUTION TERMS & CONDITIONS

## **TERMS AND CONDITIONS:**

- 1. FXTM¹ wishes to run the FXTM Loyalty Cost Reduction on Execution Programme (hereinafter referred to as the "Programme") and invites all FXTM Professional and Elective Professional Clients to register. The FXTM Loyalty Cost Reduction on Execution Terms & Conditions (hereinafter referred to as the "Loyalty T&Cs") is applicable to all Professional and Elective Professional Clients of FXTM who are approved and:
- a) Run an account (meaning, not a "demo" account) with FXTM as per the applicable Minimum Account Activation Deposit and/or other requirements of FXTM, and subject to the present Loyalty T&Cs;
- b) Read and Accept the Loyalty T&Cs; and
- c) Do not participate in any other active Programme of FXTM.
- 2. In these Loyalty T&Cs, the following words shall have the following meaning:
  - "Account" means a live trading account designated by the Professional or Elective Professional Client in MyFXTM, for the purposes of these Loyalty T&Cs.
  - "Active Trading Account" shall mean any FXTM trading account, where the Professional or Elective Professional Client has deposited the minimum deposit required for the relevant account.
  - "Level" shall mean the Cost Reduction on Execution which the Professional or Elective Professional Client is eligible to receive subject to Maximum Cost Reduction as per the applicable Level(s) in the Table below herein.
  - "Balance" shall mean the total financial result, of all Completed Transactions and depositing/withdrawal operations on the Professional or Elective Professional Client's Trading Account.
  - "Cost Reduction (or Savings)" is the reduction in total expenses that the Professional or Elective Professional Client will experience in entering a trade. Whenever the Cost reduction is displayed in percentage this is based on the assumption that the Total Cost of opening a trade is 20\$.
  - "Elective Professional Clients" shall mean a client who possesses the experience, knowledge and expertise to make its own investment decision and properly assess the risks that it incur; in addition, he/she fulfills 2 out of 3 requirements as below and provides the relevant evidence:
  - the Client has carried out transactions, in significant size, on the relevant market at an average of ten (10) per quarter over the previous four (4) quarters;
  - the size of the Client's Financial Instrument portfolio, defined as including cash deposits and Financial Instruments exceeds EUR 500.000;
  - the Client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.
  - **"Full Completed Lot"** shall mean the lot size as defined in our contract specification page <a href="https://www.forextime.com/eu/forex-trading/contract-specifications">https://www.forextime.com/eu/forex-trading/contract-specifications</a><sup>2</sup>. For clarification purposes, the Cost Reduction a Professional or Elective Professional Client will receive, will be the number of lots according to the applicable Cost Reduction level of the Professional or Elective Professional Client.
  - "Lots Calculation Period" means Monday 00.01 to Friday 24.00.

<sup>&</sup>lt;sup>1</sup> FXTM shall refer to Forextime Ltd operating under the FXTM brand (available at <u>www.forextime.com/eu</u>).

<sup>&</sup>lt;sup>2</sup> The Cost Reduction for mini lot(s) (0.1) and micro lot(s) (0.01) completed shall be calculated accordingly (e.g. \$0.20 per mini lot for Level 1). Standard (full completed) lot size on Cent server is 0.01 Lots or 1000 units.

- "Maximum Cost Reduction (or Maximum Savings)" means the amount of money that the Professional or Elective Professional Client may get from Cost Reduction depending on the Professional or Elective Professional Client's Level.
- "Operative Agreements" shall mean the Client Agreement, the Risk Acknowledgement and Disclosure, the Services document, the Client Categorization document, the Investor Compensation Fund Document, the Order Execution Policy and the Conflict of Interest Policy and the Terms of Business, as these may be found in the Account Opening Agreements section of the Website. The Professional or Elective Professional Client acknowledges that the Operative Agreements may be amended by FXTM from time to time and the last version shall be available by accessing the Website.
- "Programme Period" shall mean from the 3<sup>rd</sup> of July 2017 and onwards.
- "Professional Client" shall mean a client who possesses the experience, knowledge and expertise to make its own investment decision and properly assess the risks that it incur. In order to be considered a Professional Client, a Client must comply with one of the criteria stated in the Client Categorization document of FXTM as this can be found <a href="https://example.com/here/br/>https://e
- "**Trade**" is a position of any size, which is **opened** in the designated accounts, as specified in clause 4 below herein.
- 3. These Loyalty T&Cs are applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures. These Loyalty T&Cs are not applicable for Professional or Elective Professional Clients of Introducing Partners<sup>3</sup> of FXTM Partners<sup>4</sup> and Investors from the FXTM Invest Programme.
  - The Loyalty T&Cs are applicable to the following MT4 accounts: Standard, ECN Zero (for which Maximum Leverage is 1:30) and Strategy Account.
- 4. The Professional or Elective Professional Client by accepting these Loyalty T&Cs shall be eligible to receive a Cost Reduction (from 1\$ to 5\$), in accordance with these Loyalty T&Cs. Cost Reduction shall be calculated, in accordance to the Professional or Elective Professional Client's balance level. The Professional or Elective Professional Client can then receive further Cost Reduction (from 1\$ to 5\$), depending on the number of lots traded. The Cost reduction that the Professional or Elective Professional Client can receive will be from \$1 to 5\$ depending on level classification as displayed in table herein.
- 5. Whereas the balance may change due to subsequent profit/loss accumulation and/or deposits and/or withdrawals, the Professional or Elective Professional Client shall be automatically upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Cost Reduction the Professional or Elective Professional Client used, shall be always considered to determine the Maximum Cost Reduction of the new upgraded/downgraded Level(s) and if there is any remaining amount, the Professional or Elective Professional Client may receive a Cost reduction subject to these Loyalty T&Cs.
- **6.** It is further understood and accepted by the Professional or Elective Professional Client that:
- a) In the cases where the Professional or Elective Professional Client's Cost Reduction, that is based on his/her Balance Level and/or Volume traded, was changed with profit/loss accumulation, and/or withdrawal or deposit, the Professional or Elective Professional Client shall be instantly updated to the Level of his/her balance changed. Hence, the Maximum Cost Reduction and/or total entitlement under the current Loyalty T&Cs cannot exceed \$10.000.

<sup>&</sup>lt;sup>3</sup> Introducing Partner or Introducer shall mean any legal entity and/or natural person obtaining remuneration from FXTM Partners for acting as mediator between Clients and any one of the Companies as per the provisions of the Introducer Agreement entered into, between the parties

<sup>4</sup> https://www.fxtmpatners.com/

## **Cost Reduction Calculation Table:**

Balance / Level			Cost Reduction		Maximum Cost
			Volume/Lots from 0 to 99	Volume/Lots ≥100	Reduction
Balance (USD) Balance	Level	<15,0 00	\$1 (or 5%)	\$2 (or 10%)	\$300
	Level 2	<50,0 00	\$2 (or 10%)	\$3 (or 15%)	\$1,500
	Level 3	<100, 000	\$3 (or 15%)	\$4 (or 20%)	\$3,000
	Level 4	<150, 000	\$4 (or 20%)	\$5 (or 25%)	\$6,000
	Level 5	>150, 000	\$5 (or 25%)		\$10,000

- **7.** The Maximum Cost Reduction shall be visible to the Professional or Elective Professional Client in MyFXTM, which will be updated by FXTM every time the Professional or Elective Professional Client refreshes the loyalty page.
- **8.** For the purpose of this Programme, please note that, after the Professional or Elective Professional Client accepts the T&Cs; FXTM will need 15 minutes to perform internal configuration and therefore trades conducted within these 15 minutes will not be counted for the purposes of the Programme.
- **9.** In case the Professional or Elective Professional Client's Trading Account currency, is other than USD, then his Balance and/or Cost Reduction will be calculated to the equivalent amount of the respective account currency to USD. This action will be performed when the Professional or Elective Professional Client will request to open a trade. The reference rate used to perform the conversion, will be the MT4 rate, at the time of opening the position.
- 10. Subject to the balance and volume traded by the Professional or Elective Professional Client in the Account, the Professional or Elective Professional Client shall receive the Cost Reduction from 5% to 25% (assuming that the total cost of entering a position is 20\$) or from \$1 to \$5 per full completed lot, within the Lots Calculation Period, depending on the applicable Level at the time of the opening of the position(s). The percentage Cost Reduction is based on the assumption that the total cost of opening a trade is 20\$ and this is not the prevailing Cost Reduction. The prevailing Cost Reduction method is the absolute values of 1\$ to 5\$ depending on Professional or Elective Professional Client's level classification as displayed on the table above.
- **11.** The Professional or Elective Professional Client's withdrawal requests, shall be processed normally, subject to the Operative Agreements.
- **12.** For the purposes of the present Loyalty T&Cs and in relation to the Professional or Elective Professional Client's Level and his Volume, the following Cost Reductions are presented assuming the Total cost of opening a Fully Completed lot is 20\$ (Average Spread to be 20 points):

- "Level 1" applies where the Balance is from \$0 to \$15,000. The Professional or Elective Professional Client who falls within Level 1 shall immediately receive the Cost reduction of 5% per trade. The Professional or Elective Professional Client, can immediately receive a further reduction of 10%; without the need of any additional deposits; if the volume of Lots exceeds 100; whereas the Maximum Cost Reduction shall be \$300;
- "Level 2" applies where the Balance is from \$15,001 to \$50,000. The Professional or Elective Professional Client who falls within Level 2 shall immediately receive the Cost reduction of 10% per trade. The Professional or Elective Professional Client, can immediately receive a further reduction of 15% without the need of any additional deposits; per trade, if the Lots exceed the 100; whereas the Maximum Cost Reduction shall be\$1,500.
- "Level 3" applies where the Balance is from \$50,001 to \$100,000. The Professional or Elective Professional Client who falls within Level 3 shall receive the Cost reduction of 15% per trade. The Professional or Elective Professional Client, can immediately receive a further reduction of 20% without the need of any additional deposits; if the Lots exceed the 100; whereas the Maximum Cost Reduction shall be \$3,000.
- "Level 4" applies where the Balance is from \$100,001 to \$150,000. The Professional or Elective Professional Clients who falls within Level 4 shall receive the Cost Reduction of 20% per trade. The Professional or Elective Professional Client, can immediately receive a further reduction of 25% without the need of any additional deposits; per trade, if the Lots exceed the 100; whereas the Maximum Cost Reduction shall be\$6,000.
- "Level 5" applies where the Balance is \$150,001 and above. The Professional or Elective Professional Client who falls within Level 5 shall receive 25% per trade, Maximum cost reduction shall be \$10,000.
- 13. Cost Reduction will be available to the Professional or Elective Professional Client, for all the positions that will be opened during the Programme Period, provided that he/she will be eligible in accordance with the current Loyalty T&Cs.
- **14.** In the event of any dispute or misinterpretation of this Loyalty T&Cs, such dispute or misinterpretation shall be resolved by FXTM, acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. FXTM's decision shall be final and binding.
- **15.** FXTM has the right to disqualify any Professional or Elective Professional Client who has accepted the current Loyalty T&Cs if:
  - a) A breach of these Loyalty T&Cs and/or of any term of the Operative Agreements occurs;
  - b) The Professional or Elective Professional Client has more than one entry in the current Loyalty T&Cs:
  - c) FXTM has reasonable grounds to believe a misuse of the current Loyalty T&Cs;
  - d) The Professional or Elective Professional Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in the spirit of the current Loyalty T&Cs.
- **16.** FXTM reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Programme, or any aspect of the Programme at any time by giving at least 5 days' notice in advance to its participants by the email provided to FXTM, upon their registration. In such a case the participants have the option to continue taking part in the Programme, or to withdraw their participation without any costs or consequences. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Programme.
- 17. By accepting the current Loyalty T&Cs, the Professional or Elective Professional Client acknowledges that he has read and agreed to be bound by these Loyalty T&Cs together with the Operative Agreements, as well as to all other Business terms and conditions, as these may be applicable and/or amended from time to time.

**18.** 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.

## **Examples:**

According to the average spread mentioned in paragraph 10 herein above:

- A. Mr. FXTM is a Professional or an Elective Professional Client of FXTM who has accepted the Loyalty T&Cs in MyFXTM, for the purposes of this Programme. On the 3rd July 2017, Mr. FXTM's balance was \$200 USD, in the Account XYZ. Hence, he falls within Level 1. Consequently Mr. FXTM, is eligible to receive a maximum Cost Reduction of \$300 USD for level 1. This maximum Cost Reduction that Mr. FXTM can receive, shall be visible inside his Personal Account. Mr. FXTM traded in the Account XYZ, 60 lots during July, and thus Mr. FXTM's trades were reduced by 5% (for each trade); totaling to a cost saving of **\$60**.
- **B.** Mr. FXTM is a Professional or an Elective Professional Client of FXTM who has accepted the Loyalty T&Cs in MyFXTM, for the purposes of this Programme. On the 3<sup>rd</sup> of July 2017, Mr. FXTM's balance was \$160,000 USD, in the Account XYZ. Hence, he falls within Level 5. Consequently, Mr. FXTM, is eligible to receive a maximum Cost Reduction of \$10,000 USD for level 5. Mr. FXTM traded 200 lots in the Account XYZ, during July, and thus Mr. FXTM's trades were reduced by 25 % (for each trade); totaling to a cost saving of **\$1,000**.
- C. Mr. FXTM is a Professional or Elective Professional Client of FXTM, who has accepted the Loyalty T&Cs in MyFXTM, for the purposes of this Programme and has a balance of \$151,000. On the 22<sup>nd</sup> of July 2017, Mr. FXTM withdrew \$150,000 USD; hence, he falls within Level 1. On the 25<sup>th</sup> of July 2017, Mr. FXTM was in Level 5 and he received a Cost Reduction of 1,000\$. When Mr. FXTM has withdrawn the profit and reclassified to level 1, Mr. FXTM, will not be eligible for any further Cost Reduction since he has reached the Maximum Allowed Cost Reduction for the respective level.