



FXTM

IT'S FOREX TIME

FXTM LOYALTY CASHBACK TERMS & CONDITIONS

TERMS AND CONDITIONS:

1. The FXTM Loyalty Cashback Terms & Conditions (hereinafter referred to as the "**Loyalty T&Cs**") is applicable to all Clients of FXTM¹ who are approved and who during the six (6) months' period (starting on the 2nd of January 2017 and ending on the 30th of June 2017):
 - a) Run an account (meaning, not a "demo" account) with FXTM as per the applicable Minimum Account Activation Deposit and/or other requirements of FXTM², and subject to the present Loyalty T&Cs;
 - b) Read and Accept the Loyalty T&Cs; and
 - c) Make deposit(s) following (b) above;
 - d) Do not participate in any other active promotion of FXTM (except Refer A Friend).
2. In these Loyalty T&Cs, the following words shall have the following meaning:

"Account" means a trading account designated by the Client in MyFXTM for the purposes of these Loyalty T&Cs.

"Active Period" means a 30 (thirty) consecutive calendar days' period which starts to run from the day of the first deposit made by the Client during the six (6) months' period mentioned in clause 1 above herein in the Account. It shall run afresh from the day of any subsequent deposit made during the six (6) months' period mentioned in clause 1 above herein.

"Confirmed Level Period" means the period where the Client's Current Level is reviewed and changed if required. It equals 30 (thirty) calendar days for the current Loyalty T&Cs and starts at the time of the first deposit, of any amount, made by the Client after the acceptance of the current Loyalty T&Cs. It is further understood that, every-time the Client's Current Level is upgraded or downgraded, following the performance of rules-check by FXTM in clause 9 below herein, such action, shall restart this period.

"Current Level" means the level the Client currently has in accordance with the Table below and the current Loyalty T&Cs for which the Client will get rebates for and in accordance with all level upgrades/downgrades. It is further understood that the Current level is capped with the Client's Maximum level listed in the Table below.

"Level" shall mean the Rebate which the Client is eligible to receive subject to Maximum Payouts as per the applicable Level(s) in the Table below herein. It is further understood that the Rebate shall be provided in the form of cash-back to the Client's Account and will be available either for withdrawal or can be used for trading purposes.

"Maximum Available Rebate Level" means the rebate level the Client is allocated in accordance to his/her NET Deposit.

"Maximum Payout" means the amount of money that the Client may get from Rebates depending on the Client's Current level.

"Minimum Account Activation Deposit" means the minimum deposit that Client needs to deposit to start trading on his/her trading account.

"Lots Calculation Period" means Monday 00.01 to Friday 24.00*.

"Net Deposit(s)" means the difference between deposit(s) and withdrawal(s) made by the Client, following the acceptance of these Loyalty T&Cs, in any account(s) the Client maintains with the broker³ (including trading accounts and wallets as appeared in MyFXTM) within the six (6) months' period mentioned in clause 1 above herein. For the purposes of the present Loyalty T&Cs, whereas the difference is negative, the balance of the Net Deposit(s) shall be considered as zero.
3. These Loyalty T&Cs are applicable to all CFDs (excluding CFDs on shares), Forex, precious metals and commodity futures.
4. The Loyalty T&Cs are applicable to the following accounts only: MT4 Standard, Cent, MT4 ECN, ECN Zero and the Strategy Account. These Loyalty T&Cs shall not be applicable to FXTM PAMM Program.
5. The Client by accepting these Loyalty T&Cs shall be eligible to receive a rebate (hereinafter referred to as the "**Rebate**") in accordance with these Loyalty T&Cs. Rebate shall be calculated in accordance with the Client's current level in combination with the volume traded by the Client in the Account within the Active period.
6. Whereas the balance of Net Deposit(s) may change due to subsequent deposits and/or withdrawals, the Client shall be upgraded or downgraded to the applicable Level(s). Hence, the total amount of the Rebate(s) already credited to the Account by virtue of these Loyalty T&Cs and within the six (6) months' period mentioned in clause 1 above herein, shall always be taken into account to determine whether the Maximum Payout of the new upgraded/downgraded Level(s) has been reached and if there is any remaining amount the Client may receive as Rebate subject to these Loyalty T&Cs.
7. The Levels below are based on the Net Deposit(s) made within the six (6) months' period mentioned in clause 1 above herein and correspond to Active and Confirmed Level Periods.

It is further understood and accepted by the Client that:

 - a) Transfers of funds between accounts are not considered as deposits for the purposes of the Net Deposit(s) calculation;
 - b) For existing Clients, FXTM shall take into consideration the Client's Current Net Deposit and the Maximum Payout
 - c) New Clients with deposits made outside the six (6) months' period mentioned in clause 1 above herein shall not be taken into consideration.
 - d) Clients that have already accepted these Loyalty T&Cs will have their Levels assessed on the 2nd of January 2017. If the Client is allocated in Level 1 as per the requirements in the Table below, the Client cannot be downgraded further. If the Client is allocated in Level 5 as per the requirements in the Table below, the Client cannot be upgraded further. It is further understood that, existing Clients shall be allocated a Level as per the Net Deposit money limits stated in the Table below herein.
 - e) In the cases where the Client's Maximum Available Rebate Level, that is based on his/her Net Deposit Level, was changed with withdrawal or deposit, the Client shall be instantly updated to the Level of his/her Net

¹ FXTM shall refer to all brokers operating under the FXTM brand (available at www.forextime.com/eu and www.forextime.com).

² Available in FXTM's websites (available at www.forextime.com/eu and www.forextime.com).

³ Broker means the FXTM broker under which the Client is participating in these Terms & Conditions.

Deposit changed following which his/her Current Level will equal Maximum Level.

- f) The Maximum Payout of any upgraded Level shall be inclusive of each Maximum Payout of all its below Levels. Hence, the Maximum Payout and/or total entitlement under the current Loyalty T&Cs cannot exceed \$10,000.

	Level 1	Level 2	Level 3	Level 4	Level 5
Net Deposit(s)	From \$ 1 Up to \$15.000	From \$15.001 UP to \$30.000	From \$30.001 UP to \$60.000	From \$60.001 UP to \$120.000	Above \$ 120.001
Rebate (cash-back) per full completed lot ***	\$2 **	\$3**	\$4**	\$5**	\$5**
Frequency of the Rebate transfer(s) to Client's Account	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period	Monday(s) following the Lots Calculation Period
Maximum Payout	\$500 ⁴	\$1.500	\$3.000	\$5.000	\$10.000
Upgrade or Downgrade by FXTM	Automatically	Automatically	Automatically	Automatically	Automatically

8. Confirmed Level Period Requirements

Clients current level shall be reviewed and consequently upgraded and/or downgraded at the end of the Confirmed Level Period based on the rules mentioned below herein and his/her Maximum Available Rebate Level.

The Client must fulfill the following two rules at all times in order for him/her to keep his/her Level.

Rule 1 – Deposit Rule: During the Confirmed Level Period, the Client should deposit an amount equivalent to or above the Minimum Trading Account Activation Deposit.

It is further understood that, all subsequent deposits made during the particular Confirmed Level Period shall be taken into consideration. Deposits will be counted in assigned trading account currency. Recalculation in the trading account currency will be done at the deposit moment.

Rule 2 – Trade Rule: During the Confirmed Level Period the Client should trade a specific number of lots as follows:

- Level 1:** 1 < Lots <30
- Level 2:** 30 < lots <=60
- Level 3:** 60 < lots <=120
- Level 4:** 120< lots <=200
- Level 5:** >200

9. Should the Client fail at any time the above-mentioned Rules, FXTM shall downgrade the Client by one (1) level at the end of the period, while his/her trading balance and Net Deposit shall remain the same.
10. Clients may change levels when they make a deposit. In these cases, it is understood that they automatically fulfill the Minimum Account Activation Deposit for the Confirmed Level Period. When such deposit is made by the Client, FXTM, shall proceed with Level checks in 30 (thirty) calendar days following the deposit provided that the Client has not reset the period within these 30 (thirty) calendar days.
11. Should the Client's Current Level be less than his/her Maximum Available Rebate Level and he/she fulfilled the conditions in clause 9 above herein, in the interval of Current Level to Maximum Level including, the Client shall be upgraded to the relevant Level accordingly. It is further understood that, should the Client fulfills the rules for his/her Current Level he/she can either be upgraded and/or kept his/her level.
12. After the Confirmed Level period restarts all values according to rules will restart too.
13. The Maximum Payout shall be displayed in a virtual wallet visible to Client through MyFXTM after the relevant deposit with FXTM has been processed.
14. Subject to the volume traded by the Client in the Account, the Client shall receive the Rebate of \$2/\$3/\$4/\$5** per full completed lot*** within the Lots Calculation Period depending on the applicable Level at the time of the closing of the position(s).
15. All trading activity must be completed within 30 (thirty) calendar days from the day of the latest deposit made within the six (6) months' period mentioned in clause 1 above herein. Any withdrawals made within the six (6) months' period mentioned in clause 1 above herein will affect the Levels and the calculation of Rebates accordingly.
16. The Rebate calculated in the applicable Lots Calculation Period shall be credited to the Account at the end of the Lots Calculation Period, the following Monday by 10:00*.
17. The Client's withdrawal requests shall be processed normally during the six (6) months' period mentioned in clause 1 above herein subject to the Operative Agreements⁵.
18. For the purposes of the present Loyalty T&Cs and in relation to the Rebates Timeline Active Period and Client's Current Level:
 "Level 1" applies where the Net Deposit(s) is from \$1 to \$15000 or Client was downgraded according to the rules above. The Client who falls within Level 1 shall receive to the Account the Rebate of \$2 per full completed

⁴ If the Net Deposit(s) falls within \$250- \$5000 the Maximum Payout shall be \$500. For deposit(s) below \$250, the Maximum Payout shall be 200% on the deposit(s).

* Times mentioned herein shall refer to EEST/EET (as applicable).

**Where the Account is in any currency other than USD the Rebate shall be converted to the Account's currency.

***The Rebate 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.

⁵ Available at www.forextime.com/eu and www.forextime.com

lot***; if the Net Deposit(s) falls within \$250-\$15000 the Maximum Payout shall be \$500; if the deposit(s) falls below \$250 the Maximum Payout shall be 200% on deposit(s).

"Level 2" applies where the Net Deposit(s) is from \$15001 to \$30000 or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 2 shall receive to the Account the Rebate of \$3 per full completed lot***; Maximum Payout being \$1500.

"Level 3" applies where Net Deposit(s) is from \$30001 to \$60000 or Client was upgraded and/or downgraded according to the rules above. The Client who falls within Level 3 shall receive to the Account the Rebate of \$4 per full completed lot***; Maximum Payout being \$3000.

"Level 4" applies where the Net Deposit(s) is from \$60001 to \$120000 or Client was upgraded and/or downgraded according to the rules above. The Clients who falls within Level 4 shall receive to the Account the Rebate of \$5 per full completed lot***; Maximum Payout being \$5000.

"Level 5" applies where net deposit(s) is above \$ 120001 and above. The Client who falls within Level 5 shall receive to the Account the Rebate of \$5 per full completed lot***; Maximum Payout being \$10000.

19. Only positions that were opened and closed during the six (6) months' period mentioned in clause 1 above herein, provided that they were open for more than 5 minutes, will be eligible in accordance with the current Loyalty T&Cs.
20. FXTM, in its sole and absolute discretion, shall have the right to approve and/or exclude Clients of Introducing Partners (Introducers)⁶ of FXTM Partners⁷ as these may participate in accordance with the current Loyalty T&Cs. Further, FXTM shall have the right to deduct 50% of the Rebate payable to such Clients from any payment due to the Introducers as per their agreement with Pinnacle Services Ltd (FXTM Partners).
21. In the event of any dispute or misinterpretation of the above applicable 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.
22. FXTM has the right to disqualify any 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 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 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.
23. FXTM has the right to alter the Loyalty T&Cs at its discretion. FXTM may suspend or terminate the current Loyalty T&Cs if a situation arises where the conditions are unfair for more participants. FXTM has the right to suspend or terminate the current Loyalty T&Cs if its continuation is rendered impossible due to extraordinary circumstances beyond the control of FXTM (natural disasters, political conflicts etc.).
24. By accepting the current Loyalty T&Cs, the 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.
25. 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 in relation to the Active Period:

- A. Mr. FXTM Client deposited \$200 USD on the 3rd January 2017, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 1. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of \$400 USD, calculated as the 200% of his deposit of \$200 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period, and will thus receive \$120 USD in the Account XYZ the following Monday (calculated as follows: \$2 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive \$2 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd January 2017 (deposit day). In any event, if no further deposits are made, the total payout the Client may receive cannot exceed the maximum of \$400.
- B. Mr. FXTM Client deposited \$50.000 USD on the 3rd January 2017, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive up to a Maximum Payout of \$3000 USD. This Maximum Payout of \$3000 USD shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of January has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots for the purposes of this Promotion were calculated to 625. Mr. FXTM Client has received in the Account XYZ, the following Monday, the total amount of \$2500 USD (calculated as follows: \$4 USD multiplied by 625 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions decides to withdraw \$45.000 and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th January closes the rest of his positions; his traded Lots in Account XYZ were calculated to 50. However, Mr. FXTM is not entitled to any further Rebate as he has already exceeded the Maximum Payout of Level 1.
- C. Mr. FXTM Client deposited \$50.000 USD on the 3rd January 2017, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client is eligible to receive a Maximum Payout of \$3000 USD. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client on 23rd of January has closed some of his opened positions pursuant to the Loyalty T&Cs; his traded Lots in the Account XYZ for the purposes of this Promotion were calculated to 5. Mr. FXTM Client has received in his Account XYZ, the following Monday, the total amount of \$20 USD (calculated as follows: \$4 USD multiplied by 5 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client, who still has some opened positions, decides to withdraw \$45.000

⁶ "Introducing Partner" or "Introducer" shall mean any legal entity and/or a 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 "Introducers Agreement" entered into between the parties.

⁷ <https://www.fxtmpartners.com/>

***The Rebate 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.

and he therefore now downgrades automatically to Level 1. Mr. FXTM Client on the 25th January closes the rest of his positions; his traded lots in the Account XYZ were calculated to 50. However, Mr. FXTM is entitled to receive in the Account XYZ, a Rebate of \$100 USD the following Monday (calculated as follows: \$2 USD multiplied by 50 Lots traded), which he can withdraw or use to trade. Mr. FXTM Client shall continue to receive \$2 USD for every Lot traded in the Account XYZ during the rest of 30 (thirty) days following the 3rd January 2017 (deposit day). On the 27th January 2017, Mr. FXTM Client deposits \$120,000 USD and he thus now falls within Level 5 (upgraded manually). Consequently, Mr. FXTM Client is eligible to receive up to a further Rebate of \$9,880 USD (calculated as follows: \$10,000USD (Maximum Payout) - \$20 USD (Rebate at Level 3) - \$100 USD (Rebate at Level 1)). Mr. FXTM Client traded in the Account XYZ, 200 Lots during the next days of the Calculation Period, and will thus receive \$1,000 USD in the Account XYZ the following Monday (calculated as follows: \$5 USD multiplied by 200 Lots traded), which he can either withdraw or use to trade. Mr. FXTM Client shall continue to receive \$5 USD for every lot traded in the Account XYZ during the rest of the 30 (thirty) days following 27th January 2017 (latest deposit day) and level check succeeds, up to a maximum of \$8,880 USD (calculated as follows: \$10,000USD (Maximum Payout) - \$20 USD (Rebate at Level 3) - \$100 USD (Rebate at Level 1) - \$1000 USD (Rebate at Level 5)). In any event, the total payout the Client may receive cannot exceed the maximum of \$10,000.

Examples in relation to the Confirmed Level Period:

- A.1 Mr. FXTM Client deposited \$50 000 USD on the 3rd January 2017, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of \$3000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period, and will thus receive \$240 USD in the Account XYZ the following Monday (calculated as follows: \$4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive \$4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd January 2017 (deposit day). After the 30 days on 2nd February 2017, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 4 March 2017, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. In any event, if no further deposits are made, the total payout the Client may receive cannot exceed the maximum of \$1500.
- A.2 Mr. FXTM Client deposited \$50 000 USD on the 3rd January 2017, having accepted the Loyalty T&Cs and designated in MyFXTM, for the purposes of this Promotion, the Account XYZ. Hence, he falls within Level 3. Consequently, Mr. FXTM Client, is eligible to receive up to a Maximum Payout of \$3000 USD. His level will be reviewed according to rules after 30 days. This Maximum Payout shall be visible in a virtual wallet. Mr. FXTM Client traded in the Account XYZ 60 lots during the first Calculation Period, and will thus receive \$240 USD in the Account XYZ the following Monday (calculated as follows: \$4 USD multiplied by 60 Lots traded), which he can withdraw or use to trade. As Mr. FXTM Client shall continue to receive \$4 USD for every Lot traded in the Account XYZ during the 30 (thirty) days following the 3rd January 2017 (deposit day). After the 30 days on 2nd February 2017, the check is performed and he fulfills the rules, the next check period restarts at the moment, so after 30 days from the current moment he will be checked again. The check is performed on 4 March 2017, Mr. FXTM Client fails one of the rules (deposit rule), so, he will be downgraded to Level 2. Next rule check will be performed on 3rd April 2017. Mr. FXTM Client deposits minimum trading account activation deposit on 20th March. On 2nd April 2017, he also finishes his 61 lot during the Confirm Level Period. So, he is upgraded in the end of Confirmed Level Period after the check on 3rd April 2017 to Level 3. In any event, if no further deposits are made, the total payout the Client may receive cannot exceed the maximum of \$3000.