

# TERMS & CONDITIONS FOR DEPOSIT BONUS PROGRAM



# DEPOSIT BONUS PROGRAM (the "Program")

- 1. This Program shall run from 13 December 2023 until 10 January 2024 (closing at 23:59 GMT+3 Time Zone) (the "Promotional Period").
- 2. Finalto (South Africa) Pty Limited (hereinafter referred to as the "Company") offers to its clients as described in these Terms (the "Clients"), a deposit bonus of 40% during the Promotional Period (referred to as "Deposit Bonus" or "Bonus"), subject to the Terms and Conditions (hereinafter referred to as the "Terms") set out herein.
- 3. These Terms should be read in conjunction with the Company's <u>Terms & Conditions</u> (the "Client Agreement") and the <u>Terms & Condition for Incentives and Loyalty Awards</u> (the "Incentives and Loyalty T&Cs") as these may be amended from time to time.
- 4. Eligibility Criteria and Deposit Bonus 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 an existing Client\*.
  - \*Not applicable for Clients who open an account with the Company by using referral links provided by introducers of the Company.
- 4.2. The person must not be any of the following:
  - a. be based in Kenya or in a Banned Jurisdiction; and
  - 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 Deposit Bonus:
  - 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 deposits in accordance with the Client Agreement\*\*. 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. Bonus Acceptance Rules

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

## 6. Withdrawals:

The Client must execute a \$20,000 round trip trade for every dollar awarded by the Company to the Client Account in order to be eligible to withdraw the Deposit Bonus. Any withdrawals from the Client Account shall be governed by the Incentives and Loyalty T&Cs.

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

Clients have 90 days, from the date of receiving the Deposit Bonus, 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.

#### 8. **General Terms:**

- a. The maximum bonus that can be granted to each client is USD 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 Bonus, then the Company shall not be obliged to add the Bonus to the Client Account.
- c. Closure of Account If, prior to the Bonus being added, the Client has executed (or has a pending request for) the closure of their Account, then the Bonus 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 Bonus 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 Bonus. Duplicate accounts may be closed without notice. In such cases the Company shall retain any Bonus 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.



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- f. The Company reserves the right to modify, amend or discontinue this Program at any time.
- g. No waiver any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under these 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 South Africa and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

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