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## Promotional Offer Deposit Credit Terms & Conditions

### 1. Introduction

- 1.1 Forex Capital Trading Pty Ltd ('ForexCT') may offer new clients a promotional offer in the form of a deposit credit ("**Deposit Credit Promotion**").
- 1.2 The amount of the Deposit Credit Promotion will be notified to you directly.
- 1.3 These terms and conditions form the basis of the Deposit Credit Promotion.
- 1.4 Taking part in this Deposit Credit Promotion constitutes acceptance of these terms and conditions.

### 2. Eligibility

- 2.1 The Deposit Credit Promotion is only available to clients who:
  - (a) have been offered the Deposit Credit Promotion by ForexCT;
  - (b) pass all compliance and account opening requirements including agreeing to ForexCT's terms and conditions, Product Disclosure Statement and the Financial Services Guide; and
  - (c) have actually deposited the minimum required amount of funds with ForexCT as communicated by ForexCT.
- 2.2 ForexCT may accept or reject any application to open a trading account in its sole and absolute discretion.
- 2.3 Fraudulent, multiple or incorrectly completed applications will not be accepted.
- 2.4 This Deposit Credit Promotion is only applicable for a specific deposit and is not available for any further deposits by the client, unless specified by ForexCT.
- 2.5 The Deposit Credit Promotion is not transferable.
- 2.6 ForexCT shall not be responsible or liable if there is a delay in crediting the Deposit Credit Promotion to the client's trading account. ForexCT will use all reasonable endeavours to credit the amount within 7 days of receipt of the actual deposit.
- 2.7 From time to time, ForexCT may provide you a promotional code which you can enter when you deposit funds with your card online. This promotional code will automatically add the Deposit Credit Promotion to your trading account when the deposit is successfully made. The amount added to your account will depend on the Deposit Credit Promotion percentage specified to you. You should also be aware that promotional codes have an expiration date, meaning that it will no longer be valid or usable when the expiration date has been hit.

### 3. Terms and Conditions

- 3.1 The Deposit Credit Promotion will typically be a percentage of the funds actually deposited into the client's trading account.
- 3.2 The maximum Deposit Credit Promotion shall be AU\$5,000.
- 3.3 The Deposit Credit Promotion shall form part of your account equity and can only be used as margin to open and maintain positions.
- 3.4 All realised losses and any other costs and expenses will first be deducted from funds deposited by the client into the trading account prior to the Deposit Credit Promotion being reduced.

#### Example

If you deposit AU\$10,000 in the trading account and receive a AU\$1,000 Deposit Credit Promotion and you realise a loss of AU\$9,000 on a trade, your cash balance will now be AU\$1,000 and the AU\$1,000 Deposit Credit Promotion amount will remain unchanged.

- 3.5 Subject to these terms and conditions, the Deposit Credit Promotion amount is not cash and the client cannot withdraw the Deposit Credit Promotion amount (in whole or part).
- 3.6 In order to be eligible for the Deposit Credit Promotion to be converted to cash such that it can be withdrawn from the client's account, the client must trade not less than an amount equal to the actual client deposit, converted to US dollars, multiplied by 5,000. For the avoidance of any doubt, the rate used to convert to US dollars shall be the AUD/USD rate at the time the deposit was made.

#### Example

A client deposits AU\$10,000 when the AUD/USD rate was 0.7500. The client has been given a Deposit Credit Promotion of AU\$1,000. The Client would need to trade a notional amount of not less than US\$37.5m (i.e.  $\$10,000 \times 0.7500 \times 5,000 = \text{US}\$37.5\text{m}$ ) to convert that Deposit Credit Promotion to cash.

- 3.7 Any hedged trades shall not be included in any trading volume calculation.
- 3.8 The client must satisfy the full trading volume requirement before the Deposit Credit Promotion can be converted to cash. For the avoidance of doubt, you cannot part convert or part unlock a Deposit Credit Promotion.
- 3.9 The client has 6 months from the date of receipt of the Deposit Credit Promotion in order to satisfy the trading volume requirement otherwise the Deposit Credit Promotion will expire as null and void.
- 3.10 Any withdrawal of funds from the client's trading account within 6 months of receiving the Deposit Credit Promotion will immediately render the Deposit Credit Promotion as null and void.

void. ForexCT reserves the right to withdraw the Deposit Credit Promotion from a client's trading account at any time.

- 3.11 ForexCT reserves the right to amend or cancel the Deposit Credit Promotion terms and conditions at any time without prior notice. Any amendments made to the terms and conditions will be notified to clients via ForexCT's website. We recommend that clients revisit these terms and conditions regularly and, by continued use of ForexCT's website and services, clients accept any such amended terms and conditions.
- 3.12 Any dispute or situation not covered by these terms and conditions will be resolved by ForexCT in its reasonable discretion.
- 3.13 If these terms and conditions are translated into a language other than English, then the English version of the terms and conditions shall prevail where there is an inconsistency.
- 3.14 If the client is in breach of the ForexCT trading terms and conditions in any way whatsoever the Deposit Credit Promotion will immediately become null and void.
- 3.15 ForexCT shall not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), cost, expense or damage which is suffered or sustained in connection (directly or indirectly) with the use of the Deposit Credit Promotion.
- 3.16 If a client's account reaches a negative balance and has no open positions, ForexCT will withdraw the Deposit Credit Promotion and adjust the client's trading account to zero.
- 3.17 If a client has a negative cash balance and has open positions at the same time and wishes to deposit further funds, the client undertakes to cover all negative balances when depositing. If a client does not wish to cover the negative balance, the client must close all open positions first and inform ForexCT in order to adjust the balance to zero before depositing.
- 3.18 For the avoidance of any doubt, if the Deposit Credit Promotion was added to your account through the use of a promotional code, then it will be subject to these terms and conditions. It is entirely your responsibility to enter the promotional code in order to receive the Deposit Credit Promotion. If you fail to enter a promotional code before depositing funds, then you will not receive the Deposit Credit Promotion for that deposit.
- 3.19 These terms and conditions are governed by the laws of Victoria, Australia.