

TERMS AND CONDITIONS FOR THE “Loyal Partner Club Malaysia” Promotion**1. INTRODUCTION**

- 1.1. This document describes the terms and conditions of the Loyal Partner Club (the “Promotion”) which is a Forex4you marketing promotion.

2. PARTICIPATION ELIGIBILITY

- 2.1. Only Forex4you Partners who meet the following criteria can participate:
- 2.1.1. Location/Country of registration: **Malaysia.**
- 2.1.2. Forex4you Partners are defined as Forex4you Clients who have an account under the Forex4you Affiliate program, Forex4you IB program or Forex4you Pro-STP markup program.
- 2.1.3. Clients whose activities are eligible are:
- 2.1.3.1. All Forex4you Clients under Forex4you IB Partners.
- 2.1.3.2. All Forex4you Clients under Forex4you Pro-STP Mark-up program Partners.
- 2.1.3.3. Only trades from direct/1st level Clients of the "Affiliate" Partner program will be considered for the Promotion. Trades by Level 2 and 3 affiliate Partner Clients are not valid.
- 2.1.4. All Partners will need to verify Forex4you accounts.
- 2.1.5. Forex4you Partner’s Clients will need to have verified accounts for their trades and deposits to be eligible in the Promotion.
- 2.1.6. There should be no duplicate accounts; Partners should only have one Forex4you trader room.
- 2.1.6.1. Partners shall not and are prohibited from using family members or close friends to make new Forex4you accounts.
- 2.1.7. Partners who are Local Depositors are eligible to participate.

3. PERIOD OF PARTICIPATION

- 3.1. The Promotion trading period runs from **01 February 2021** until **30 June 2021** (the “Promotion trading period”).

4. PROMOTION TERMS**4.1. Registration:**

- 4.1.1. All eligible Partners will be automatically registered in the Promotion.

4.2. Tiers

- 4.2.1. During the Promotion trading period, Partners will be evaluated based on 4 Tiers (the “Tiers”). Tiers are determined by In and the number of lots traded:
- 4.2.1.1. **Diamond Tier:** 50,000 USD In and 1500 lots
- 4.2.1.2. **Gold Tier:** 20,000 USD In and 500 lots
- 4.2.1.3. **Silver Tier:** 12,000 USD In and 200 lots
- 4.2.1.4. **Bronze Tier:** 6,000 USD In and 100 lots
- 4.2.2. Partners are assigned to a Tier at the end of the Promotion trading period.
- 4.2.2.1. **Example:** If the Partner has 1 000 lots but has 50,000 USD In by the end of the Promotion trading period, the Partner is assigned to the Gold Tier.

4.3. Activity Bonus

- 4.3.1. Reaching and maintaining each Tier by the end of the Promotion trading period will allow Partners to claim an activity bonus (the “Activity Bonus”).

- 4.3.2. Each Partner can only claim 1 (one) Activity Bonus.
- 4.3.3. Activity bonus is determined by the Tier that the Partner has reached at the end of Promotion trading period.
- 4.3.4. If the Partner does not reach a tier, the Partner will not receive the Activity Bonus.
- 4.3.5. Number of Activity Bonuses is limited per each Tier:
 - 4.3.5.1. Once a Tier has reached a maximum number of qualifying Partners, there will be no other Activity Bonuses granted to other Partners.
 - 4.3.5.2. If a Tier exceeds a particular limit of eligible Partners, Partners' Activity Bonuses will be paid out to the Partners with the best results (most points) in a given Tier.
 - 4.3.5.3. If a Tier has been filled, Partners qualifying for this filled Tier may claim an Activity Bonus from the Tier below the particular Partner's qualifying Tier, provided that lower Tier has not yet reached the maximum number of qualifying Partners.
 - 4.3.5.4. It is at Forex4you's discretion to decide which Partner will receive the Activity Bonus in the event there are more qualifying Partners for a particular Tier than Activity Bonuses available as per these terms and conditions.
 - 4.3.5.5. Forex4you may adjust Partner's Tier position at it's own discretion.
 - 4.3.5.6. The Activity Bonuses are granted as follows:
 - 4.3.5.7. **Bronze Tier:** Activity Bonus of 50 USD, limit of 20 Partners;
 - 4.3.5.8. **Silver Tier:** Activity Bonus of 100 USD, limit of 10 Partners;
 - 4.3.5.9. **Gold Tier:** Activity Bonus of 250 USD, limit of 5 Partners;
 - 4.3.5.10. **Diamond Tier:** Activity Bonus of 500 USD, limit of 5 Partners.

4.4. Point Accumulation and Gift Exchange

- 4.4.1. At the end of the Promotion trading period there will be gifts that may be exchanged for points.
 - 4.4.1.1. Each gift will be redeemable for a certain amount of points.
 - 4.4.1.2. Forex4you may change the point value, Tier and availability of each gift at its own discretion.
- 4.4.2. The gifts are listed by Forex4you on the landing page of the Promotion.
- 4.4.3. A Partner can receive both an Activity Bonus and gifts.
- 4.4.4. Gifts are limited and are subject to stock levels.
- 4.4.5. Gifts are subject to be replaced or changed by Forex4you without prior notice.
 - 4.4.5.1. Gifts may not be as advertised and may vary in item, color, size and type.
 - 4.4.5.2. Gifts are not exchangeable for any other items.
- 4.4.6. Point accumulation and gift exchange are separate from Activity Bonuses.
- 4.4.7. Points are accumulated by Partners during the course of the Promotion trading period.
- 4.4.8. Points are calculated using a ratio. Every time the Partner's first level clients deposit 100 USD and trade 1 lot, the partner is awarded 100 points.
- 4.4.9. Gifts will be made available to the Partner based on the Tier reached by this Partner.
- 4.4.10. At the end of the promotion, a Partner can exchange his collected points for certain gifts.
- 4.4.11. The Partner can exchange points for any gift on the reached Tier or lower Tiers.
- 4.4.12. Activity Bonus and/or points are not transferable to other clients or Partners.
- 4.4.13. Gifts are subject to stock availability and may be substituted with another item for the same number of points.
- 4.4.14. Gifts are redeemed on a first-come - first-serve basis.
 - 4.4.14.1. Once all available gifts have been awarded, all remaining points will be rendered invalid and no more gifts can be claimed or will be issued.
 - 4.4.14.1.1. It is at Forex4you's discretion to decrease or increase the amount spent on gifts or completely cancel the points of each Partner.

- 4.4.15. No points can be exchanged for cash.
- 4.4.16. Point exchange must be completed before 15 December 2021 (inclusive), unless limits specified in Clause 4.4.14.1 are reached earlier. After 15 December 2021 all points lose their value.
- 4.4.17. To claim particular gifts, a Partner should inform customer service or the respective key account manager.
- 4.4.18. Partners may claim multiple gifts, but can claim only 1 of each item with their points.
- 4.4.19. Once a gift has been claimed, the Partner cannot return or replace the gift with any other gift.
- 4.4.20. If the Partner has collected points but has not reached a Tier by the end of the Promotion trading period. The points will be invalid.

Item Description	Tier	Points	Availability
MacBook Pro	Diamond	200,000	1
DJI Mavic Mini	Diamond	150,000	2
Microsoft Surface	Gold	75,000	2
Apple Watch	Gold	50,000	3
Samsung Galaxy Tab	Silver	35,000	5
Nespresso Machine (mini)	Silver	20,000	5
50USD worth of online shopping vouchers	Bronze	10,000	30
Forex4you Plushie	Bronze	6,000	40

- 4.5. **Tracking of progress:**
- 4.5.1. A Partner may contact Forex4you customer service or the key account managers to check his/her progress and eligibility.

5. LOTS AND ORDERS

- 5.1. Hedged orders are taken into account in their total full lot volume only in the event where the second order (opposite direction order) was opened not earlier than 3 hours after the first order had been opened. Should the period between the opening of two opposite directed orders, be equal to or less than 3 hours, the smaller order's volume would be counted in the calculations.
- 5.2. Deposit bonus funds and lots traded using bonus funds (e.g. Deposit Bonus promotion) will not be counted for the Promotion.
- 5.3. Total traded volume is counted from closed orders at the end of the Promotion trading period. Any orders that are open at the end of the Promotion, will not be considered for the Promotion.

- 5.4. The deposit and traded volumes from all existing trading platforms will be assessed at the end of the Promotion trading period.
- 5.5. Not all trading instruments may be considered equal in the calculation of points and InOut.
- 5.6. All calculations are done on a Trader Room level and not per individual Partner accounts.
- 5.7. InOut is defined as the total amount of money made by first level client deposits subtracted by the total amount of money from first level client withdraws within a certain time period.
- 5.8. Forex4you will determine the final results of each Partner. Data will be derived from data of Partner's activity, but result from the Promotion will not include:
 - 5.8.1. Internal transfers;
 - 5.8.2. Any other monetary activity that Forex4you deems unfit.
 - 5.8.3. Total commission received by a pPartner should not be more than 60% of the InOut achieved by that Partner at the end of the Period of Trading.
 - 5.8.4. Partner's InOut cannot be negative at the end of the Period of Trading.

6. REWARDS AND AWARDING

6.1. Choosing the Winners

- 6.1.1. Only Partners approved and announced by Forex4you, are eligible to claim the Activity Bonus and/or gifts in exchange for collected points.
- 6.1.2. By accepting the Activity Bonus and/or gifts Partners unconditionally consent to the terms and conditions of the Promotion.
- 6.1.3. Forex4you reserves the right to substitute any Partner subsequently found to be ineligible or disqualified. Forex4you's determination of the Partner's tiering and points shall be final, conclusive, and binding.

6.2. Nature of the Reward (Gift, Activity Bonus)

- 6.2.1. Rewards granted may differ from those advertised.
- 6.2.2. Forex4you reserves the right to replace and/or substitute and/or change the reward with another item of an equivalent, or close to the prevailing recommended retail price, of any of the rewards, at any time and without giving any prior notice, or reasons, or assuming any liability to any party.
- 6.2.3. The entitlement to the reward is not replaceable or refundable or transferable or exchangeable for gifts, vouchers or cash or benefits-in-kind, unless Forex4you deems it to be.
- 6.2.4. If a Partner successfully claims the Activity Bonus, the Activity Bonus will be gifted to the Partner via the Partner's Forex4you account.

6.3. Awarding of the Rewards and Revoking of the Rewards

- 6.3.1. The Partners participating in the Promotion will need to reach out to Customer Service or their Key Account Manager to claim their Activity Bonus and/or gifts.
- 6.3.2. Forex4you will respond via a personal call, message or email notifying the partner of the eligibility to receive the Activity Bonus and the number of final points the particular Partner has accumulated within twenty (20) working days of conclusion of the Promotion (or on such other date as Forex4you may, in its discretion, decide).
- 6.3.3. Should the Partner fail to reply to Forex4you's confirmation of the reward within five (5) business days via phone or email, such Partner will forfeit his/her reward, and a new winner will be selected.
- 6.3.4. Forex4you reserves the right to disclose and publish the names, and such other particulars (including photography) of any Partner in such mode and manner as it may at its sole discretion,

deem appropriate for publicity purposes. The Partner also agrees to be photographed, to the disclosure of his or her personal information, the use of his or her name, picture, image and voice for publicity purposes connected to the Promotion and to co-operate with and participate in the activities organized by Forex4you for this purpose without additional compensation.

- 6.3.5. All Partners must share news of their rewards on specified social media platforms prior to receiving the reward from Forex4you. All Partners must provide adequate documentation if requested. Failure to provide the documents may result in the Partner forfeiting the reward.
- 6.3.6. Forex4you excludes all and any liability, for gifts which are lost, delayed or damaged in transit, Proof of postage will be provided upon request. If the gift has been sent out for delivery, it is the responsibility of the Partner to contact the respective courier or delivery company and follow up on the delivery of gifts. Forex4you does not provide any warranty for the gifts, and all and any warranty/quality claims should be made to the respective gift manufacturers.
- 6.3.7. If Forex4you subsequently discovers or determines in its absolute discretion that a Partner is not entitled to, or is disqualified from participating in the Promotion, or is unable to adhere to any terms and conditions in relation to the Promotion, Forex4you shall, at its sole discretion, decide on the following:
 - 6.3.7.1. Partner of the Promotion to forfeit the reward;
 - 6.3.7.2. and/or re-claim the reward from the Partner and select the next qualifying Partner.

7. RESERVATION OF RIGHTS AND DISQUALIFICATION

- 7.1. Forex4you reserves the right at its reasonable discretion, to:
 - 7.1.1. Remove any Partner from the Promotion if such Partner violates or abuses the terms of use of Forex4you's services.
 - 7.1.2. To discontinue the Promotion or these additional conditions without any prior notification.
- 7.2. Forex4you reserves the right to alter, amend or terminate the Promotion, or any aspect of it, at any time. Forex4you is not obliged to warn Partners about changes in the Promotion. The Partners are obliged to comply with all the terms and conditions of the Promotion, as well as monitor relevant changes in these terms and conditions.
- 7.3. Only Partners who have registered with Forex4you and are from the relevant countries, are eligible to participate in the Promotion. At any given time, we may ask the Partner to provide personally identifiable information for verification purposes. Forex4you reserves the right to limit, block access to its services and/or terminate a Partner's account if such information is not provided. By providing us with the information and registering with Forex4you, you confirm that any information provided is correct, up to date, and complete.
- 7.4. If a Partner experiences data integrity issues concerning account statistics and therefore did not qualify for the Promotion, the Partner will not be entitled to any reward. Partners who attempt to abuse the Promotion or to manipulate their position in the Promotion will forfeit their reward in favor of the next randomly chosen Partner in the Promotion.
- 7.5. If any Partner attempts to compromise the integrity or the legitimate operation of the Promotion by hacking or by cheating or committing fraud or manipulation in any way, including providing false details or false registrations, Forex4you may terminate such client accounts at its sole discretion. Further, Forex4you may refrain from granting rewards and/or deduct any such reward amounts that were given to such participant under the Promotion and/or ban the Partner from participating in any of its future Promotions and Promotions.

- 7.6. Any indication or suspicion, in Forex4you's reasonable opinion, of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage will nullify all transactions carried and/or profits or losses in that trading account related to the Partner activity or this Promotion.
- 7.7. These terms & conditions have been prepared in different languages, and whilst all versions are considered authentic and accurate, in case of any discrepancies, the English version shall prevail.
- 8. RISK WARNING**
- 8.1. Forex Trading involves significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure.