

Terms & Conditions for “Take a leap, Win a Trip!” Partner Promotion

A. Introduction

1. This document describes the terms and conditions of the “Take a leap, Win a Trip!” promotion (the “Promotion”) which is a Forex4you Partner promotion. All Partners who participate and fulfill the necessary requirements will qualify for participation in the Promotion. Top 5 qualifying Partners with most points will be declared winners of the Promotion.

B. Participation in Promotion

1. Only Forex4you Partners who meet the following criteria can participate:
 - a. Country: Malaysia and Philippines;
 - b. Forex4you Partners are defined as Forex4you Clients who have an account under the Forex4you Affiliate program, Forex4you IB program or Forex4you Pro-STP Mark-up program;
 - c. Clients whose activities are eligible are:
 - i. All Forex4you Clients under Forex4you IB Partners;
 - ii. All Forex4you Clients under Forex4you Pro-STP Mark-up Partners’ program;
 - iii. Only trades from direct/1st level Clients of the "Affiliate" Partner program will be considered for the Promotion. Trades by Level 2 and Level 3 affiliate Partner Clients are not valid;
 - d. All Partners must have verified Forex4you accounts;
 - e. Partner’s Clients must have verified accounts for their trades and deposits to be eligible in the Promotion;
 - f. There should be no duplicate accounts. Partners should only have one Forex4you trader room;
 - g. Partners shall not and are prohibited from using family members or close friends to register/ create new Forex4you accounts.
2. Partners who are Local Depositors are eligible to participate.

C. Promotion Period

1. The Promotion trading period runs from 01 January 2022 until 30 June 2022 (the “Promotion period”).

D. Promotion Terms

1. Registration:

- a. All eligible Partners will need to click the “Participate” button in the Trader Room to register.

2. Minimum Requirements

- a. During the Promotion period, the Partner will need to fulfill the following minimum requirements in order to participate in the Promotion:
 - i. 3 new clients;
 - ii. 60 new client Lots traded;
 - iii. 6,000 USD new client deposits made.

3. Points

- a. If a Partner has reached and is maintaining the minimum requirements for the Promotion, all of the Partner’s points will be valid.
- b. The Partner can then qualify for one of the Top 5 winners of the Promotion:
 - i. Winners are 5 Partners that have qualified and have had the most points among other participating Partners.
 - ii. Points are calculated based on the following formula:

50 USD new client deposit and 1 new client lot traded equal 100 points.

Both conditions must be satisfied for points to be awarded.

iii. Basic Calculation:

If a Partner’s clients have deposited 50 USD, the Partner can get a maximum of 100 points if 1 lot is traded (1 lot: 50 USD = 100 points). If a Partner’s clients have deposited 50 USD and 0.5 lot is traded, then the Partner will get 50 points.

iv. Example of point calculations in two different scenarios:

	Total New Client Deposit	Total New Client Trading Volume	Results (points)
Partner 1	10,000 USD	90 lots	9000
Partner 2	7,500 USD	200 lots	15,000

Partner 1’s total new client deposit is 10,000 USD and total New trading volume is 90 lots. The maximum value that the Partner can receive from a deposit of 10,000 USD is 20,000 points. However, this is only possible if 200 lots (10,000 USD /50= 200 lots) are traded. But only 90 lots have been traded then it is below the requirements. Hence, Partner 1 will be awarded 9,000 points as the minimum of 200 lots was not traded (90 lots x 100 = 9,000 points).

In the second example, the total deposited amount for Partner 2 equals 7 500 USD and 200 lots were traded. 7,500 USD will give 15,000 points ($7,500 \text{ USD} / 50 \times 100 = 15,000$ points) if a minimum of 150 lots ($7,500 / 50 = 150$) are traded. We have 200 lots which is 50 lots above the minimum required number of lots to receive maximum points for the deposits made. Hence the Partner will gain the maximum number of points for 7,500 USD dollars which is 15,000 points.

- c. Points cannot be transferred to other Partners.
- d. New clients are defined as verified 1st level clients that have joined during the Promotion period.
- e. At the end of the Promotion period, Partners need to maintain a maximum commission to InOut percentage of 60% (i.e., commission percentage cannot be greater than 60% of the Partner's InOut value).
- f. At the end of the Promotion period, Partners who have won need to maintain a minimum amount of 15,000 USD InOut in order to claim the reward.

4. Tracking of progress:

- a. The Partner may check their progress and eligibility via the widget display in the Trader room.
- b. The Partner may contact Forex4you customer service to check their progress and eligibility.
- c. Should any discrepancies in data occur between Forex4you internal systems and any marketing communications, it is at Forex4you's discretion to decide the outcome.

5. Winning:

- a. There will only be 5 top winners in the contest.
 - i. The 5 Partners with the most points relative to other Partners at the end of the trading period that have fulfilled all contest conditions will be chosen as the winners.
 - ii. Partners that have not fulfilled the minimum requirements, and/ or whose commission to InOut percentage is more than 60% and InOut is less than 15,000 USD by the end of the Promotion period, will be disqualified from participating in the Promotion.
 - iii. Only winners announced and approved by Forex4you will be eligible to claim the reward offered.

- b. If two or more of the Top Partners are tied based on points, it is at Forex4you's discretion to choose the ranking of each Partner.
- c. Forex4you reserves the right to substitute any Partner subsequently found to be ineligible or disqualified. Forex4you's determination of the Partner's qualification shall be final, conclusive, and binding.
- d. Rewards are subject to availability at the end of the Promotion. Forex4you has the right to replace the reward with another reward.
- e. By accepting the rewards, Partners unconditionally consent to the terms and conditions of the Promotion.

E. Lots and Orders

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 openings of two opposite directed orders, be equal to or less than 3 hours, the smaller order's volume would be counted in the calculations.
2. Deposit bonus or Welcome Bonus funds and lots traded using such bonus funds will not be counted towards the Promotion.
3. Total traded volume is counted from closed orders. Any orders that are open at the end of Promotion will not be considered for the Promotion.
4. The deposit and traded volumes from all existing trading platforms will be assessed at the end of the Promotion Period.
5. Number of points assigned and/ or InOut calculations made for the Promotion may vary and are based on the financial instruments/market pairs traded.
6. All calculations are done on a Trader Room level and not per individual Partner accounts.
7. InOut is defined as the total amount of funds deposited by first level Clients from which the total amount of funds withdrawn by first level Clients is subtracted (formula: deposits minus withdrawals = InOut) within a certain time period.
8. Forex4you will determine the final results of each Partner. Data will be derived from data of Partner's activity, but the Promotion result will not include:
 - a. Internal transfers;
 - b. Any other monetary activity that Forex4you deems unfit.

F. Rewards and awarding

1. Nature of the Reward

- a. The reward will be a 5-day trip with expenses paid by Forex4you for winners' transport, accommodation, and meals.
- b. The destination of the trip will be announced in Q2 2022.
- c. Any additional expenses (e.g., souvenirs, shopping) incurred by any winners on the trip will be the sole responsibility of the winner to finance.
- d. Forex4you will determine the dates and the timing of the trip. There will be no exception or changes in dates for winners that cannot attend the trip, except at Forex4you's discretion.
- e. Forex4you will determine the mode and type of transportation and accommodation and no exceptions and changes will be made to these arrangements except at Forex4you's sole discretion.
- f. 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.
- g. 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.
- h. Arrangements and Documents:**
 - i. Forex4you will arrange the visa, tickets, accommodation, and itinerary of the trip.
 - ii. Winners will be required to provide personal documents such as passports.
 - iii. Failure to provide documents requested within 72 hours will result in winners defaulting their reward.
 - iv. Winners must inform Forex4you about their criminal record, previous visas or legal charges that may get their visa application denied.
 - v. Winners must inform Forex4you about any disability, allergies, medical condition and dietary restrictions that they have before tickets are booked.
 - vi. Winners are obligated to follow the itinerary set by Forex4you. In the event they cannot follow the itinerary, they must inform Forex4you in advance.
 - vii. All winners must sign the legal documents required and presented by Forex4you before the trip. Failure to sign documents will result in the winner forfeiting the trip.

- viii. Forex4you is not responsible for the approval of visas. If a winner's visa is denied, the winner may have to forfeit the prize. Forex4you will decide at its discretion on the outcome of the prize for the winner.

2. Awarding of the Rewards and Revoking of the Rewards

- a. The Top 5 winners will either be contacted personally by Forex4you or may choose to reach out to Forex4you at the end of the Promotion.
- b. Forex4you will respond via personal call, message or email notifying the winners of eligibility to receive the reward and the number of points the particular Partner has accumulated within thirty (30) working days of conclusion of the Promotion (or on such other date as Forex4you may, in its discretion, decide).
- c. 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.
- d. 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 cooperate with and participate in the activities organized by Forex4you for this purpose without additional compensation.
- e. All Partners must share news of their rewards on specified social media platforms prior to receiving the reward from Forex4you.
- f. If all documents and planning has been arranged and the winner is unable to attend the trip due to any circumstance, Forex4you will not compensate the winner and the winner will forfeit the prize. No dates or plans will be changed for such cases.
- g. If a winner cannot attend the trip before tickets and arrangements are booked, the winner should inform Forex4you before any arrangements have been made. It is to Forex4you's discretion on the outcome of the winner's reward in such a case.
- h. If Forex4you subsequently discovers or determines in its absolute discretion that a partner is not entitled to or is disqualified to participate in the Promotion or is unable to adhere to any terms and conditions in relation to the contest, Forex4you shall, at its sole discretion, decide on the following:
 - i. Withdraw the reward; and/or

- ii. Re-claim the reward from the Partner and select another qualifying Partner.
- i. In the interest of safety, during the trip, if any inappropriate actions and/or activities resulting in harm or serious offence to others occurs, Forex4you has the right to end the trip early for any winner for such actions actions/ activities.

G. Reservation of Rights and Disqualification

1. Forex4you reserves the right at its reasonable discretion, to:
 - a. Decline registration to any participant in the Promotion.
 - b. Disqualify any participant of the Promotion who violates or abuses the terms of use of Forex4you services.
2. Only users who have registered with Forex4you and are from the relevant country are eligible to participate in the Promotion. At any given time, we may ask the participant to provide personally identifiable information. Forex4you reserves the right to limit, block access to its services and/or terminate the user 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, accurate, up to date and complete.
3. Forex4you reserves the right, at its reasonable discretion, to discontinue the Promotion without any prior notification.
4. 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 customers about changes in the Promotion. The Partner is obliged to comply with all the rules and conditions of the Promotion, as well as monitor changes in the relevant terms and conditions.
5. Any indication or suspicion, in Forex4you reasonable discretion, 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.
6. If a participant experienced data integrity issues concerning account statistics and therefore did not participate in the Promotion, the user will not be entitled to any reward. Participants who attempt to abuse the Promotion or manipulate their position in the Promotion will forfeit their reward in favor of the next chosen user in line in the Promotion.
7. If any participant is attempting 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 by providing false details or by false registration, Forex4you may terminate such a user account at its sole discretion. Further, Forex4you may refrain from granting rewards and/or deduct any such rewards'

amounts that were given to such participants under the Promotion and/or ban the user from participating in any of future promotion and other promotions.

8. Force Majeure. In no event shall Forex4you be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, disease and pandemics (including, but not limited to, CoVid-19), nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. Forex4you shall use reasonable efforts which are consistent with accepted market practices as soon as practicable under the circumstances.
9. These terms & conditions have been prepared in different languages, and whilst all versions are considered authentic and accurate, in case of any disputes the English language version shall prevail.

H. Risk Warning

1. Forex Trading involves significant risk to your invested capital. Please read and ensure you fully understand our Risk Disclosure.