

DEPOSIT BONUS AGREEMENT

GENERAL TERMS AND CONDITIONS

(“TERMS AND CONDITIONS”)

1. General Terms and Conditions

1.1. This Bonus Agreement (the “**Agreement**”) is made and entered into by and between:

- a) **OpenXTM** Ltd. with reg. number 112602, Trust Company Complex, Alejtake road, Marshall Islands (the “**Company**”), on the one part **AND**
- b) Any person, which may be either a legal entity or a natural person who has been accepted by the Company as a Client (the “**Client**”), on the other part.

1.2. By accepting to abide the Terms and Conditions of the Agreement, the Client hereby agrees to be bound by the provisions as outlined herein.

2. Terms and Conditions of the Bonus

2.1. The decision whether to offer the Bonus to the Client is clearly and indisputably at the Company’s absolute and unreserved discretion. The Company will take into consideration any information the Client presents to the Company during the application process, which includes, but is not limited to his/her financial situation and trading experience.

2.2. If the Client is interested in receiving the Bonus, he/she should carefully consider the Terms and Conditions herein prior to accepting the Bonus from the Company.

2.3. Clients are expected to utilize the Bonus in a rightful and justified manner, according to the Terms and Conditions as stated herein.

2.4. The Bonus can only be applied to one account per Client. If the Client has more than one Trading Account, the Client shall specify the Trading Account where the Bonus is to be applied via email to support@openxtm.com

2.5. The Bonus will be deposited to the Trading Account right after the application was approved by the Company and will become available for trading.

3. Withdrawal Requests

3.1. **Regular Withdrawal:** to withdraw the Bonus, the Client needs to make transactions (number

of lots) in the amount of: $(\text{Total Bonus}) / 2 = \text{number of lots to be traded}$.

- For example:

- if the Client receives Bonus **USD 10,000;**
- the Client needs to trade **10,000 / 2 = 5,000 lots** (only closed trades are taken into account) in order to withdraw the Bonus.

Only trading in forex or commodity financial instruments are calculated in the number of lots to be traded requirement.

Trades in equities, indices or other instruments do not count towards the number of lots to be traded requirement.

3.2. **Irregular Withdrawals:** the Client is always able to withdraw his/her own funds, even prior to reaching the Required Traded Volume. However, no proportionate withdrawal of Bonus is allowed. It should be noted that the amount of an Irregular Withdrawal calculation reflects the Client's trading achievement whereby all profits and losses generated using his/her own funds are allocated to the Client.

3.3. Furthermore, any withdrawal from the Trading Account before the Required Traded Volume is reached, will cancel the Bonus entirely. If the Client has Open Positions and in the event that any losses incurred as a result of such cancelation of the Bonus, the Company shall not be held liable.

- For example:

- if the deposited amount is **USD 10,000;**
- the Bonus is **USD 10,000;**
- had the Client traded 2,500 lots, the Client is not able to withdraw **USD 5,000**. Furthermore, if the lot requirements are not completed then the 50% Bonus can only be used for credit purposes (increasing leverage of Clients' account).

3.4 Should the Client have also been awarded the 5%,10%,30% or 50% Bonus, in order to be able to withdraw the Bonus as a cash, the Client has to first meet the Terms and Conditions of the higher Bonus followed by the lower Bonus.

- For example:

The Client received USD 10,000 (100% Bonus - higher Bonus) and the Client subsequently qualified for USD 1,000 (through 10% Bonus – lower Bonus).

Based on that the Client needs to trade $10,000/2 = 5,000$ lots (only closed trades are taken into account) in order to be able to withdraw the cash. The lower Bonus can then be withdrawn if all Terms and Conditions as stipulated for the lower Bonus have been fulfilled.

- 3.4. Once the Client completes the Required Traded Volume, the Client will need to send an email to support@openxtm.com requesting the Bonus to be released for withdrawal.
- 3.5. Any Bonus amount that has been removed cannot be reclaimed by the Client by making subsequent deposits into the Trading Account.
- 3.6. The Company reserves the right to delay the processing of the Client's withdrawal request until all Open Positions are closed. Thus, the Client must ensure that all Open Positions are closed/settled prior to submitting the withdrawal request.

4. Bonus Cancellation

- 4.1 If the Company suspects that the Client has abused or attempted to abuse the Terms and Conditions contained herein, or otherwise acted in a bad faith towards the Company, then the Company reserves the right, at its sole discretion, to deny, withhold or withdraw from that Client the Bonus and, if necessary, block and/or terminate the Client's access to the Trading Account.
- 4.2 In such cases, the Company will not be liable for any other consequences that result from the Bonus cancellation and/or removal. If the Client has Open Positions and in the event, that any losses incurred as a result of such cancellation of the Bonus the Company will not be held liable.
- 4.3 The decision whether the Client is abusing and/or manipulating the Company's trading platform and/or its Bonus is at the Company's sole and exclusive discretion.
- 4.4 The Company reserves the right to revoke or change the Bonus at any time. In such cases the Company may at its sole and absolute discretion give the Client the option to either continue using the Bonus already provided, accept the new Terms and Conditions of Bonus, or to cancel the Bonus without any cost and without being considered that the Bonus conditions have not been fulfilled.
- 4.5 If the Company has reason(s) to believe that the Client has more than one Trading Account which utilised the Bonus, then the Company reserves the right, without the Client's consent to withdraw immediately the Bonus from the Client's Trading Account(s). In the event that any losses incurred as a result of such a removal, the Company will not be held liable.
- 4.6 The Company does not recommend taking the Bonus unless the Client knows how to make it

work in his/her advantage.

5 Bonus Limitation

- 5.1 Internal funds transferred between the Trading Accounts within the Company are considered as withdrawals, therefore the Bonus removal will be applied in accordance with the Terms and Conditions as set out herein.
- 5.2 If the Required Traded Volume is not met and the Equity (displayed in the platform) of the Trading Account goes below the Bonus amount (displayed in the platform), then the Bonus is removed automatically by the system.

In other words, if the Cash Equity (Equity – Active Bonus) becomes zero or less, all Bonuses will be cancelled and removed from the respective Trading Account. In these circumstances, the Company shall not be liable for any consequences of the Bonus cancelation, including, but not limited to, order(s) closure by Stop Out.

- For Example:
 - The Client has deposited **USD 10,000**;
 - As a result, the Client received the Bonus **USD 10,000**;
 - The Balance of the Client's Trading Account available for trading is **USD 20,000**.
 - If the Equity will fall under **USD 10,000**, the Bonus will be removed **automatically**.

- 5.3 The Bonus cannot be transferred between the Trading Accounts.
- 5.4 Persons under the age of eighteen (18), or below the legal competent age in their country of residence (minors), are not permitted to participate in Bonus offers.
- 5.5 The maximum Bonus that can be claimed is USD 100.000 (or any other currency equivalent), per Client.

6 Acknowledgements and Risk Warnings

- 6.1 The Client understands that the Bonus gives him/her increased value and extra trading leverage. Having said that a caution must be exercised at all times when using the Bonus. By using the Bonus higher trades may be closed thus more money can be made, however the Client may also lose a lot of money.
- 6.2 The Client hereby acknowledges that Forex and Contract For Differences ("CFDs") are leveraged products which involve a high level of risk. It should be noted that when trading in the aforementioned products, it is possible for Clients to lose all their invested capital. These products may not be suitable for everyone, and Clients should ensure that they understand the

risks involved. Electing to utilize the Bonus may increase the risk of losing all assets. Clients should seek an independent advice, if necessary.

7. General

- 7.1 The above Bonus is subject to the Company's Terms of Business available on the Company's website which may be amended from time to time.
- 7.2 Once the Client read, understood and agreed to the Agreement, the Client can apply to participate in the Bonus by sending an email to support@openxtm.com
- 7.3 This Agreement shall be governed by and construed in accordance with the laws of the Marshall Islands. The Client irrevocably agrees for Company's exclusive benefit that the courts of Marshall Islands are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.
- 7.4 In case of any discrepancy between the meanings of any translated versions of this Agreement, or any other communications forming part of this Agreement in any other language the meaning of the English language version shall prevail.

8. Definitions

Active Bonus – refers to total Bonus awarded through all Bonus programs run by Company – Removed Bonus = The Active Bonus, where Removed Bonus equals all bonuses removed according to paragraphs 3.3, 4.1, 4.5, 5.1, 5.2 herein.

Balance – shall mean the funds available in a Trading Account that may be used for trading in financial instruments.

Bonus – a Bonus is an added value that complements the Client's deposit in his/her Trading Account and it provides the Client with higher leverage to use when he/she is trading.

Cash Equity – shall mean Equity minus the Active Bonus.

Equity – shall mean the Balance plus or minus any profit or loss that derives from any Open Positions.

Open Position – shall mean any Long Position or Short Position which is not a completed transaction

Required Traded Volume – is the volume required for withdrawal of Bonus.

The Client – any individual and/or entity that has concluded a business relationship with the Company and agreed to be bound by the Client's Terms and Conditions.

Trading Account – shall mean an account with a broker that enables an individual and/or entity to buy and/or sell financial instruments.