



## Terms & Conditions (“Terms & Conditions”)

### Introduction

1.1 FP Markets may offer all new MT4 and MT5 clients a promotional offer in the form of a deposit credit (“**Deposit Bonus**”).

1.2 FP Markets will directly notify you of the Deposit Bonus amount via phone, email or online advertisement.

1.3 These Terms and Conditions form the basis of the Deposit Bonus.

1.4 Taking part in this Deposit Bonus constitutes acceptance of these Terms and Conditions.

### Eligibility

2.1 The Deposit Bonus is only available to clients who:

(a) have been offered the Deposit Bonus by FP Markets;

(b) pass all compliance and account opening requirements including agreeing to FP Markets terms and conditions, Product Disclosure Statement and the Financial Services Guide;

(c) have opened a Standard or Raw MT4 or MT5 trading account; and

(d) have deposited a minimum of US\$100 or equivalent funds with FP Markets as per the Terms and Conditions up to a maximum of US\$25,000 (“**Initial Deposit**”).

2.2 FP Markets 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 Bonus is only applicable to Initial Deposits and is not available for any further deposits by the client, unless specified by FP Markets.

2.5 The Deposit Bonus is not transferable between accounts.

2.6 The Deposit Bonus offer is available only once to each individual client (or related party). A related party includes parties trading cohesively or as otherwise defined by FP Markets.

2.7 The Deposit Bonus offer is not to be used in conjunction with any other offer made by FP Markets, unless specified by FP Markets.

2.8 FP Markets will not honour the Deposit Bonus to clients deemed not to be acting in good faith.

2.9 FP Markets shall not be responsible or liable if there is a delay in crediting the Deposit Bonus to the client's trading account. FP Markets will use all reasonable endeavours to credit the amount within 7 days of receipt of the actual deposit.

2.10 The Deposit Bonus is not available to clients who opened an account under an existing Introducing Broker, PAMM/MAMM, money manager or affiliate agreement.

2.11 The Deposit Bonus is open for 3 months starting on 7<sup>th</sup> December 2018 and ending 7th March 2019 and is not available for any further extension or modification, unless specified by FP Markets.

### **Further Conditions**

3.1 The Deposit Bonus amount will be 20% of the Initial Deposit made by the client up to a maximum of US\$5000 or equivalent.

3.2 The Deposit Bonus will appear in the credit facility of the MT4 or MT5 platform and shall form part of your account equity and can only be used as margin to open and maintain positions.

3.3 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 Bonus being reduced.

Example:

If you deposit US\$100 in the trading account and receive a US\$20 Deposit Bonus and you realise a loss of US\$100 on a trade, your cash balance will now be US\$0 and the US\$20 Deposit Bonus amount will remain unchanged.

3.4 Subject to clause 3.5 of these Terms and Conditions, the Deposit Bonus amount is not cash and the client cannot withdraw the Deposit Bonus amount (in whole or part).

3.5. To be eligible for the Deposit Bonus to be converted to a cash balance so that it can be withdrawn from the client account, the client must trade no less than below:

<b>Deposit Bonus (US\$)</b>	<b>Standard Spread*</b>	<b>RAW Spreads*</b>
\$20 - \$100	20	50
\$101-\$250	50	125
\$251 - \$500	100	250
\$501 - \$750	150	375
\$751 - \$1000	200	500
\$1000 - \$2000	400	1000
\$2000 - \$5000	1000	2500

\*Standard lots on FX

Example:

A client deposits US\$100, the client has been given a Deposit Bonus of US\$20. The client then trades 5 standard lots on AUD/USD and 5 standard lots on EUR/USD on standard spreads. In order to withdraw the US\$20 Deposit Bonus, the client will need to trade an additional 10 standard FX lots. 1 standard lot is equal to US\$100,000 of the base currency.

3.6 Should an account's equity fall below the current credit facility amount; FP Markets may request the client to add more funds to the accounts or at FP Markets full discretion (with or without warning) remove the Deposit Bonus and/or close out any open positions. It is the responsibility of the clients to ensure their accounts' equity does not fall below the current credit facility amount, even if they are pending to receive a conversion of the Deposit Bonus to a cash balance.

3.7 The client has 12 months from the date of receipt of the Deposit Bonus to satisfy the trading volume requirement, otherwise the Deposit Bonus will expire as null and void. This promotional offer is not designed to alter or modify a clients' risk preference or encourage clients to trade in a manner inconsistent with their own trading strategies.

3.8 Clients may withdraw their accounts cash balance at any time. Any withdrawal of funds from the clients trading account within 12 months of receiving the Deposit Bonus and without meeting the minimum trading requirement will immediately render the Deposit Bonus as null and void. FP Markets reserves the right to withdraw the Deposit Bonus from a clients trading account at any time.

3.9 FP Markets reserves the right to amend or cancel the Terms and Conditions at any time without prior notice. Any amendments made to the Terms and Conditions will be notified to clients via the FP Markets website. We recommend that clients revisit the Terms & Conditions regularly and, by the continued use of FP Markets website and services, clients accept any such amended Terms and Conditions.

3.10 Any dispute or situation not covered by these Terms and Conditions will be resolved by FP Markets in its reasonable discretion.

3.11 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.

3.12 If the client is in breach of the Terms and Conditions in any way whatsoever the Deposit Bonus will immediately become null and void.

3.13 FP Markets 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 Bonus.

3.14 If a client's account reaches a negative balance and has no open positions, FP Markets will withdraw the Deposit Bonus.

3.15 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.

3.17 These Terms and Conditions are governed by the laws of New South Wales, Australia.

