



# 20% BONUS TERMS AND CONDITIONS

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- 1. General.** The terms and conditions contained herein apply to the Promotional Bonus (the 'Promotion') offer made available through the websites of Boston Merchant Financial ('BMF'). All information made available to client pertaining to this Promotion, including information contained within websites of BMF, form a legal agreement between yourself and BMF. By electing to participate in this Promotion you are indicating you agree to be bound by the terms and conditions contained herein and contained within website material of BMF coupled with any Client Agreement(s) executed. BMF reserves the right to amend these terms and conditions at any time. Such modifications shall become effective immediately at the time the amendment is executed and posted on BMF's website. BMF is not required to make announcements as to such amendments.
- 2. Eligible Accounts.** To be eligible to participate in this Promotion, you must; be eighteen (18) years of age or older, or the legal age of majority in your home country, state or province; be legally entitled to use our services in accordance with applicable law; currently maintain an account with BMF; and make a deposit with BMF totaling no less than \$500.00 USD (the 'Initial Deposit') during the Promotional Period as defined herein.
- 3. Account Restrictions.** One bonus per account per client. Promotion does not extend to: accounts utilizing Electronic Advisors (EA) or accounts being managed under a Limited Power of Attorney.
- 4. Enrollment and Promotional Period.** Eligible Accounts, as defined herein, shall be permitted to enter into the Promotion beginning January 1<sup>st</sup>, 2019 and continue until January 31<sup>st</sup>, 2019 ("Enrollment Period"). The Promotional Period shall end on February 28<sup>th</sup>, 2019 at 12:00 PM EST and BMF shall be authorized to debit the account of any bonus funds credited at that time should the account fail to meet the conditional requirements contained herein. BMF reserves the right to amend the terms and conditions of this Promotion, including the Enrollment and Promotional Period.
- 5. Promotional Offer.** BMF will credit all participating Eligible Accounts, as defined herein, with a deposit (the 'Bonus') totaling an amount determined by the initial deposit made by client, as set forth in the table below. Such deposit must be made between January 1<sup>st</sup> and January 31<sup>st</sup> 2019. Client must complete the required lots ("Round Turn Requirement") prior to the expiration of the Promotional Period on February 28<sup>th</sup>, 2019 at 12:00 PM EST. Transactions entered into on any Eligible Account which do not remain open for a minimum of two (2) minutes ("Trade Duration Requirement") shall not qualify in a calculation for Round Turn Requirements. For example, an account with a \$2,000 deposit must complete 80 or greater lots which have remained open on the systems of BMF for greater than 2 minute's time.

<b>DEPOSIT</b>	<b>BONUS</b>	<b>REQUIRED LOTS</b> (Round Turn Requirement)
\$500 - \$999	\$100	20
\$1 000 - \$1 999	\$200	40
\$2 000 - \$2 999	\$400	80
\$3 000 - \$3 999	\$600	120
\$4 000 - \$4 999	\$800	160
\$5 000 - \$5 999	\$1 000	200
\$6 000 - \$6 999	\$1 200	240
\$7 000 - \$7 999	\$1 400	280
\$8 000 - \$8 999	\$1 600	320
\$9 000 - \$9 999	\$1 800	360
\$10 000 - \$14 999	\$2 000	400
\$15 000 - \$19 999	\$3 000	600
\$20 000 - \$24 999	\$4 000	800
\$25 000 - \$29 999	\$5 000	1 000
\$30 000 - \$34 999	\$6 000	1 200
\$35 000 - \$39 999	\$7 000	1 400
\$40 000 - \$49 999	\$8 000	1 600
\$50 000 and Above	\$10 000	2 000

*\*1 lot shall be equal to: 100,000 of trading units; or 1 industry standard lot or 10 mini lots on MetaTrader4.*

*\* Promotion is for Forex trading only. Round Turn Requirements are calculated ONLY on Forex Products, no CFDs on Futures, Commodities or Equities.*

*\*Any internal transfer from BMF accounts shall not be considered as a deposit for Promotion purposes.*

**6. Promotional Release and Withdrawal Restrictions.** Client is unable to withdraw or transfer any funds from Client's account during the Promotional Period unless and until the Round Turn Requirement, as set forth in the above chart, is satisfied. Should BMF receive a request to withdraw funds prior to the account satisfying the Round Turn Requirement, it is authorized to process such request only after it has debited the account in an amount equal to the Bonus. Should Client make a withdrawal request during the Promotional Period and prior to the completion of the Round Turn Requirement, the Promotion shall immediately terminate and the total Bonus shall be due BMF. Client agrees that BMF is not liable for any market losses, including margin calls, as a result of a withdrawal made by BMF in order to reclaim the Bonus.

**7. Exploitation, Misuse, Conditions.** BMF offers this Promotion in good faith to Clients actively trading within the market with exposure to economic risk. Client acknowledges that his/her enrollment in this Promotion is for purposes of supplementing Client's trading funds to be utilized in legitimate trading within the market and that BMF's Promotion offer is conditional, and requires that the Client does not undertake abusive, exploitive or improper conduct ("Exploitative Activity") while being enrolled in the Promotion. Exploitative Activity shall include, without limitation:

- a. Client, by himself or acting with others (including an Introducing Broker, Money Manager), establishes a trading position or positions which have the purpose or effect of extracting the funds credited as part of the Promotion; and/or the profits generated by such funds, without exposure to economic risk, including without limitation loss of the funds credited as part of the Promotion or the Client's capital (or the capital of others).
- b. Client, whether personally or through a third-party, hedges trading position(s) for purposes of capturing credited funds on a risk-free basis, by utilizing additional trading account(s) at other institutions, whether maintained by Client or an associate thereof, or by utilizing an additional account at BMF held by a third-party or alias, or by any other means

Client agrees and acknowledges that this Promotion shall be granted by BMF only as a result of representations made by Client, including Client's representation that he/she will not undertake Exploitative Activity, as defined herein. BMF shall have the authority to, at its sole discretion, elect to retroactively cancel the Promotion terms, remove any credited Promotional funds from a Client's account and retroactively cancel any trading/account activity conducted, should BMF determine Client has undertaken Exploitative Activity while being enrolled within the Promotion: BMFN is authorized to cancel all trading activity of such account since inception following its determination and will return the original deposit(s) to Client. Client agrees that BMF is not liable for any market losses, including margin calls, as a result of a withdrawal made by BMF in order to reclaim the Bonus as a result of BMF's determination of the existence of Exploitative Activity.

- 8. Liability.** BMF shall not be held liable for any loss resulting from a client's participation or inability to participate in this Promotion. Further, BMF shall be indemnified by any participating client for any market loss or margin call resulting from BMF's withdrawal of the Bonus.
- 9. Amendments/Termination of Promotion.** BMF reserves the right to alter, amend, discontinue, terminate or cancel the Promotion, or any aspect of it, at any time, with or without notice, for any reason whatsoever.
- 10. Third Parties.** Client may not assign or transfer any or all of his/her rights or obligations under the terms of conditions of the Promotion. No third party shall have a right to enforce any rights or obligations contained herein against BMF.
- 11. Governing Law.** This Agreement and the terms and conditions herein, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or BMF, shall be governed by the laws of the Russian Federation, without reference to its conflicts of laws principles.
- 12. Arbitration.** Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules. The language to be used in the arbitral proceedings shall be English. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration