

## **BONUS AGREEMENT**

Before receiving a Bonus from the Company, you, the Client, must read, understand and accept the provisions of this Bonus Agreement.

A Client who is trading on the TND Markets platform with a Bonus in his\her account, shall be deemed to have accepted this Bonus Agreement.

This Bonus Agreement is an addendum to the Company and Website's Terms and Conditions and sets out all the provisions related to bonuses offered by the Company.

The Company may elect to grant a Bonus benefit to a Client by depositing Bonus funds in to a Client's account, subject to certain terms and conditions as shall be determined by the Company, at its sole discretion. Such Bonus funds may not be withdrawn by the Client, unless the Client complies with the applicable requirements posted on the Website as may be amended from time to time, or as communicated to the Client.

If the Company suspects or has reason to believe that the Client has attempted fraudulent activity in order to claim a Bonus, or any other promotion, the Company reserves the right to: (i) Cancel or reject the Bonus promotion, (ii) To terminate the Client's access to the services provided by the Company and/or terminate the contract between the Company and the Client for the provision of services, (iii) To block the Client's account(s) and to transfer back to the Client his/her available Withdrawal Balance.

PLEASE READ THE BONUS AGREEMENT AS STATED BELOW IN CONJUCTION WITH THE COMPANY'S GENERAL TERMS AND CONDITIONS BEFORE ACCEPTING BONUS FUNDS.

### 1. Definitions

- 1.1. **Bonus** – any financial awards and/or promotions the Client received from the Company. The Company may offer different bonus schemes and other trading benefits to some of its Clients from time-to-time. Bonus is not transferable and not refundable.
  - 1.2. **Bonus Agreement** – this Bonus acceptance policy.
  - 1.3. **Bonus Period** – 90 days upon receiving the Bonus.
  - 1.4. **Company** - Infinex Capital Ltd (registration no. 15990), an international brokerage and Clearing house (license number: L15990/IC), with its registered address at Hamchaku, Mutsamudu, Autonomes Island of Anjouan Union of Comoros.
  - 1.5. **Minimum Volume** – Client deposit amount + Bonus amount \* 20,000
  - 1.6. **Terms and Conditions** – The Terms and Conditions that can be found on the Website.
  - 1.7. **Website** - <https://tndmarkets.com>
  - 1.8. **Withdrawal Balance** – The Client's funds that are available for withdrawals.
2. The Bonus offered to the Clients of the Company, will only be valid for a specific time frame which will be set by the Company from time to time. Should the offer for Bonus expires, the Client will no longer be eligible for such Bonus.
  3. The Company, on its sole and exclusive discretion, can decide whether to grant a Bonus to a certain Client or not.
  4. The eligibility to a Bonus is subject to the fulfilment of the following conditions:

- The Company must offer the Bonus to the Client.
  - The Client must accept the Bonus Agreement and the Terms and Conditions.
  - The completion of all the relevant KYC and any other documentation requested by the Company for the purposes of verifying the Client;
  - The Client must have an open trading account with the Company and must deposit the minimum amount requested by the Company in order to receive the Bonus. The Client will be deemed to have received a Bonus when he/she explicitly indicates as such by returning a signed Bonus Agreement to the Company, or by digitally signing such a Bonus Agreement or any other equivalent document provided by the Company.
  - The Client's deposited funds will always be used prior to any Bonus funds.
5. It is a prerequisite that Clients who wish to withdraw the Bonus offered must execute a minimum open trading volume of the Minimum Volume. **Example:** *The Client deposited USD 1,000 and received a Bonus of USD 1,000. Then, the Minimum Volume in order for the Client to be eligible to withdraw (and to reach the Withdrawal Balance) will be 40,000,000 USD [= (1,000+1,000) \*20,000].*
  6. If a Client has not achieved a turnover equivalent to the Minimum Volume within the Bonus Period, the Company has the right to cancel the Bonus and remove it from the Client's account. If the Client has accepted a bonus, has not achieved the Minimum Volume within the Bonus Period, the Client's Withdrawal Balance is calculated as the sum of the Client's deposits less the Client's total trading losses. In the event of the Client wishing withdrawal under these circumstances, the Bonus will become null and void, and the Client's total losses will be deducted from the funds available for withdrawal.
  7. No partial Bonuses are available, and the Minimum Volume must be met in full.
  8. Clients can only make withdrawals provided they have no open positions at the time of making a withdrawal request.
  9. **If the Client has accepted a Bonus, and has not achieved a trading volume equal to the Minimum Volume, any withdrawals that the Client makes will be subject to an additional withdrawal fee equal to 20% of the Client's Withdrawal Amount. In the event of the Client wishing to make a withdrawal under these circumstances, the Client's Bonus and profit will become null and void and the Client's losses, if any, will be deducted from the funds available for withdrawal.**
  10. In the following cases the Company may elect to forfeit the Bonuses:
    - Should the case be that the Minimum Volume was not met within the Bonus Period, the Bonus will no longer be valid and shall be removed from the Client's account;
    - The Company reserves the right to suspend, cancel or terminate a Bonus or any aspect of a Bonus, at any time and without any prior notice, where the Client has failed to have met his/her obligations or where the Company suspects that any kind of abuse, manipulation or fraud of any sort has taken place.
  11. Accepting the offer of a Bonus and receiving such Bonus in one's trading account consists an automatic acceptance and agreement by a Client to the Terms and Conditions. It is stipulated that all the terms, conditions and clauses are of the essence of the Terms and Conditions.
  12. The validity of an offer is subject to the Terms and Conditions and only applies to the particular Client and to his/her relevant account for which the offer was made and for the timeframe provided.
  13. Any queries in relation to the Bonus may be referred to the account manager via email.

14. Duplicate accounts are prohibited, and Clients are advised not to proceed with the opening of multiple accounts aimed at receiving multiple Bonuses. The Company reserves the right to close such duplicate accounts without prior notice, retain any Bonus(es) offered to the Client, waive any earnings of the Client and simply return to the Client any amount deposited by the Client to his/her account (after the deduction of losses and fees).
15. Should an account be classified as inactive by the Company, the Company may without prior notice remove and/or redeem all Bonuses from such account.
16. The unenforceability of any part, provision or section of the Terms and Conditions shall not affect the validity or enforceability of any other part, provision or section.
17. Any delay and/or omission on the part of the Company to act in relation to a breach of the Terms and Conditions shall not and should not be deemed as a bar and /or waiver on any occasion for the Company to take action.
18. Under no circumstances shall the Company be liable for any consequences of any suspension, cancelation or termination of a Bonus.