

## **40% Cashback Bonus - Terms and Conditions**

1. IronFX is willing to provide a 40% Cashback Bonus Offer (the "Offer") to certain of its Clients, subject to the terms and conditions contained in the present document.
2. By opening a new trading account during the term of this Offer, the Client acknowledges that he has read and agreed to be bound by these terms and conditions and the IronFX Trading Terms and Conditions given that he accepted to participate in this Offer.
3. The promotional period specifically for this Offer shall run from 31 March 2015 until such date as IronFX determines.
4. In order to be eligible for this Offer, the Client must satisfy each of the following requirements:
  - 4.1 the Client must have been contacted directly by IronFX and invited to accept this offer
  - 4.2 the Client must act in good faith in accepting for this Offer
  - 4.3 the Client must have authorised any application to IronFX for this Offer
  - 4.4 the Client must provide true and accurate details and information in connection with this Offer, including without limitation the Client's telephone contact details
  - 4.5 the Client must create a new IronFX account other than an STP/ECN account, a zero fixed spread account, or a spread betting account
  - 4.6 the Client must not be an employee or partner of IronFX.
5. This Offer, and the retention of the Offer by the Client, is conditional upon the Client complying with the following conditions at all times:
  - 5.1 the Client acts in good faith in relation to this Offer
  - 5.2 the Client does not participate in any abuse, improper conduct, or attempted abuse or improper conduct (together, "Abusive Behaviour").
  - 5.3 Abusive Behaviour includes the following:
    - 5.3.1 any person acting on behalf of a Client failing to have due and proper authority to give instructions on behalf of a Client
    - 5.3.2 failing to respond to an email for a period of 15 days or more
    - 5.3.3 the Client, by himself or acting with others (including an Introducing Broker), establishing a trading position or positions which have the purpose or effect of extracting the credit provided, and/or the profits generated by the Sharing Bonus, without exposure to economic risk, including without limitation loss of the Sharing Bonus or the Client's capital (or the capital of others)

- 5.3.4 the Client, by himself or acting with others, having an account or accounts where the accumulated bonus or bonuses from offers or promotions in the account is greater than the amount which could have been accumulated if the Client and such others had complied with the terms and conditions of such offers or promotions based on the specific offer(s) or promotion(s) in which the Client has participated or is participating
- 5.3.5 the Client hedging his positions including, without limitation, holding open position(s) on one side direction, including, by way of illustration only, single or correlated currencies, at given periods, internally (using other trading accounts held with IronFX) or externally (using other trading accounts held with other brokers)
6. Subject to all IronFX's existing terms and conditions (including the Trading Terms and Conditions and the present 40% Cashback Bonus Terms and Conditions) which are currently applicable and in force and govern the relationship between IronFX and each of its Clients, each eligible Client who accepts the offer of this 40% Cashback Bonus will be entitled to utilise the sums in those of his former accounts with IronFX which have been marked "release system" to offset up to 40% of trading losses on Eligible Accounts he holds with IronFX up to an aggregate amount equal to the balance in his "release system" account (the "40% Cashback Bonus"). To create an Eligible Account with which to use the 40% Cashback Bonus, the Client must deposit cash into that Account on or after 01 April 2015. THE 40% CASHBACK BONUS CANNOT BE CASHED IN and Clients will not be allowed to withdraw from their account(s) the 40% Cashback Bonus or any profits made on trading it (see paragraph 12 for further details). Amounts in the "release system" accounts may be traded to generate profits or losses. Any losses on "release system" accounts will reduce the amount of the 40% Cashback Bonus in such account. Any gains on "release system" accounts will not be available for withdrawal but will increase the amount of the 40% Cashback Bonus in such account.
7. The 40% Cashback Bonus applies only to Eligible Accounts funded with deposits made by Clients during the promotional period. The 40% Cashback Bonus is only available to Clients who deposit over US\$500 to the Eligible Accounts.
8. No other promotion is available on any "release system" account of a Client.
9. The 40% Cashback Bonus will be credited into an eligible Client's "release system" account, as a notional sum, after all of the requirements set out in these terms and conditions have been met. The 40% Cashback Bonus will not be recorded or construed as a liability of IronFX towards any Client and may be unilaterally, retroactively and unconditionally withheld, subtracted, cancelled or removed from a Client's accounts, at any time and at the sole discretion of IronFX including, without limitation, as set out in paragraph 15 below.
10. The 40% Cashback Bonus will be held by the Client solely for the purpose of trading with IronFX and setting off losses on other Client Accounts and cannot be withdrawn by the Client. The 40% Cashback Bonus may be removed in full by IronFX (as provided in paragraph 9 above and 11 and 15 below) from the Client's "release system" account, at any time or following a Client's transfer request.
11. Following acceptance of the 40% Cashback Bonus, if the Client requests, either during or after the promotional period, an internal transfer of funds from his "release system" account to a Client Account, IronFX will deduct the specified amount from the "release system" account and credit to the Client Account to which it is transferred, 40% of the losses on that Client Account up to the value of the amount transferred from the "release system" account.

12. If IronFX proceeds with the transfer of amounts from the "release account" in accordance with paragraph 11 above, such action shall not give rise to any cause of action, liability or remedy against IronFX.
13. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands that it is possible to lose all of his capital. These products may not be suitable for everyone and the Client should ensure that he understands the risks involved. The Client should seek independent advice if necessary.
14. This Offer is independent and does not affect any promotions previously offered by IronFX. Clients should contact their account managers if they have any questions (or wish to make requests) in relation to this Offer or previous promotions.
15. If IronFX suspects or has reason to believe that a Client (whether individually or as part of a group) has failed to comply with the conditions set out in paragraph 5 above, IronFX is entitled at its sole discretion, to:(i) deny, withhold or withdraw from that Client the 40% Cashback Bonus, (ii) to withhold, cancel and subtract, from that Client's "release system" account or from any Client Account(s) and/or from any other account(s) related to such Client Account(s) the 40% Cashback Bonus or any credited losses which the 40% Cashback Bonus has been used to reduce, (iii) to offset any resulting losses against related/hedged winning accounts, (iv) to terminate that Client's access to services provided by IronFX and/or terminate the contract between IronFX and the Client for the provision of services, (v) to block that Client's Client Account(s) (save where required otherwise by a relevant authority) and his "release system" accounts and to arrange for the transfer of any unused balance on the Client Accounts to the Client and (vi) to cancel any profits, as well as any Introducing Broker's fees, generated from Abusive Behaviour.
16. By reason of the fact that this Offer is a notional bonus made available by IronFX to its Clients, IronFX has the right to unilaterally modify, change or terminate this Offer or any of the terms and conditions included herein, or any policies it applies in the exercise of its discretion under this Offer at any time, without the Client's consent.
17. IronFX has the right to levy an administration charge on the Client up to the value of the 40% Cashback Bonus to cover any costs incurred by IronFX in respect of validating or investigating information provided by the Client to IronFX or contacting the Client.
18. IronFX may ask the Client to provide sufficient documentation as the Company thinks fit and necessary in order to be satisfied as to the Client's identity prior to transferring any 40% Cashback Bonus to a Client's trading account(s).
19. These Terms & Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version in English shall prevail.
20. The terms and conditions of this Offer are dated 30 March 2015.