



## Trading Benefit Policy Agreement

This agreement is made and entered into by and between:

- A. **Spot Capital Markets Ltd** (the "Company") is an Investment Firm incorporated and registered under the laws of the Republic of Cyprus, with registration number HE 299846. The Company is authorized and regulated in Cyprus by the Cyprus Securities and Exchange Commission ("CySEC") with CIF license number 210/13 and
- B. **Any person** who is registered with the Company and has an active trading account (the "client", "you" or the "trader").

In this Agreement references to "client" or "clients", "trader" or "traders" refer to "client" or "clients", "trader" or "traders" of Spot Capital Markets Ltd.

It is clarified and emphasized that the decision whether to grant a trading benefit to a certain client is at the Company's sole and exclusive discretion.

The trading benefit policy hereinafter is subject to the main "Terms and Conditions" as they are from time to time updated and can be found at the Company's website.

**Please read all terms & conditions below before accepting a trading benefit.  
You are not required to accept a trading benefit. A trading benefit is optional.**

### Terms and Conditions

1. All trading benefit insertions (deposits) are final and at the sole discretion of the Company.
2. All trading benefits can be removed (withdrawn) at any time at the absolute discretion of the Company.
3. Trading Benefits are non-cash and non-redeemable. This means that the actual bonus itself can never be withdrawn; only used for trading purposes (as a form of leverage).
4. Trading Accounts that include Trading Benefits in addition to Client Funds, rank the Client Funds first and then the Trading Benefits when opening a position. This means that any positions opened from the trading account will first use client funds and only when client's funds are zero, Trading Benefits will be used.
5. By accepting a Trading Benefit, you are agreeing to the Withdrawal Restrictions below:
  - 5.1 Withdrawal Restrictions:
    - a. A withdrawal request may only be processed if all KYC documents of the client are in place and still valid.
    - b. Under no circumstances, as explained in 3 above can one withdraw the amount of any Trading Benefit. (see 'Notes' below for examples)



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- c. Any withdrawal request shall result in automatic cancellation of the full trading benefit, unless the trading volume has reached an equivalent of 5 times the trading benefit value. For example, if a trading benefit of €100 is received, a total valid trading volume of €500 must be achieved before being eligible to withdraw funds without automatic cancellation of the trading benefit.
- d. Withdrawal of funds from a trading account before completing the trading benefit conditions described in 5.1c will immediately nullify the trading benefit.

In particular, the following shall apply:

- Trading Benefit is removed from the account
- The balance is withdrawable on client demand

6. Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity based on the provision of the trading benefit will nullify the account and any or all profits or losses generated. The decision whether a customer is abusing and/or manipulating the company's trading platform and/or its trading benefit policy is at the Company's sole and exclusive discretion and this is final.
7. The Company reserves its right to revoke or change its Trading Benefit Policy at any time as this will be displayed in the Company's website.
8. A trading benefit must be claimed within seven (7) working days from the date of deposit.
9. The trading benefit must be used within a period of 60 days or as defined in the details of any other special offer.
10. Specific promotions are governed by the terms indicated therein while subject to the present Trading Benefit Policy.
11. **Warning:** You need to be cautious when using your Trading Benefit as this may result in losing your initial Capital. Trading in options involves a high level of risk and you should be aware that losses may incur. If not confident enough seek independent advice before trading. Spot Capital Markets Ltd does not recommend accepting a trading benefit unless you know how to make it work in your advantage as leverage.
12. This Agreement shall be governed by and construed in accordance with the Republic of Cyprus laws.
13. This Agreement is governed by the Distance Marketing of Consumer Financial Services Law No.24 (I)/2004, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case the Trader wishes to have a signed Agreement, then you should print and send two (2) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to you.
14. The Company may update this Trading Benefit Policy from time to time. In the event that the Company materially changes this Policy the revised Trading Benefit Policy will be



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uploaded in the Company's website. In this respect, Clients hereby agree to accept posting of a revised Trading Benefit Policy electronically on the website as the actual notice of the Company to its Clients. Any dispute over the Company's Trading Benefit Policy is subject to this notice and the Client Agreement. The Company encourages its clients to periodically review this Trading Benefit Policy.

### NOTES:

Examples:

Total Deposits: 1000 EUR / Total Bonus: 500 EUR / Total Account Balance: 1500 EUR

1. Client placed trades and ends up with Account Balance of 1800 EUR, the amount that is allowed to withdraw is  $1800 - 500 = 1300$  (Account Balance - Bonus received = Withdrawal Amount)
2. Client placed trades and suffered a loss. Client ends up with Account Balance of 500 EUR, the amount that is allowed to withdraw is:  $500 - 500 = 0$  (Account Balance Bonus received = Withdrawal Amount)
3. Client placed trades and suffered a loss. Client ends up with Account Balance of 550 EUR, the amount that is allowed to withdraw is  $550 - 500 = 50$  (Account Balance Bonus received = Withdrawal Amount)