

# TOP **FX**



## DEPOSIT BONUS TERMS AND CONDITIONS

## DEPOSIT BONUS TERMS AND CONDITIONS

### A) Introduction

1. TopFX Global Ltd (hereinafter the “**Company**” or “**TopFX**”) is a company registered under the Laws of Seychelles with registration number 8424819-1 and is licensed with a Securities Dealer License by the Financial Services Authority (“**FSA**”) of Seychelles under the License No: SD037.
2. The Deposit Bonus Terms and Conditions (hereinafter the “**Terms & Conditions**”) is an integral part of the [TopFX Terms of Business](#) and provisions set herein are considered as an Annex of these terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the TopFX Terms of Business. Capitalized terms used herein without definition shall have the meanings assigned to them in the Company’s Terms of Business.

### B) General Provisions

1. In these Terms & Conditions, unless the context requires otherwise, the following words shall have the following meanings:
  - “**Bonus**” means the non-withdrawable credit amount which is added to the account’s Cash Equity. MT4 and cTrader Bonus differ in nature and in function, specified herein.
  - “**Cash Equity**” means the Balance plus or minus unrealized profit
  - “**Eligible Clients**” refers to clients who are allowed to receive the Bonus promotion since they satisfy the eligibility criteria set herein.
2. Subject to the provisions of the present Terms & Conditions as well as TopFX Terms of Business, this Bonus is applicable to the Clients who meet all the following conditions (i.e. Eligible Clients):
  - a) The Client is an existing and/or new and approved who has opened an account with the Company and has accepted the Company’s Terms of Business.
  - b) The Client agrees and accepts these Terms & Conditions upon registration, unless any objection may arise before the credit of the Bonus, upon the Client’s request. Any existing and (Eligible) Client who wishes to participate to this Bonus promotion needs to accept the present Terms & Conditions prior to deposit.

\*Any Clients who have abused, or are suspected to have abused, any previous promotions, or acted in Bad Faith, or have been found in any way to not uphold the Company’s Terms of Business or previous Bonus Promotion Terms and Conditions, or acted in any other way which the Company deems inappropriate, are considered **NOT eligible**.
3. The Bonus is applicable **only to the first two (2) initial deposits** of the Client. The Bonus will not apply to any subsequent deposits and is calculated on the net total of the aforementioned deposits.

4. The Clients requesting the Bonus promotion must make the request before starting to trade. If the request is made after the account has started trading, the Company at its own discretion may (or may not) credit the account with an amount as it deems appropriate, on a case-by-case basis.
5. Bonus/Credits are NOT transferable between accounts for any reason.
6. The Bonus Promotion does NOT apply on a per-account basis. Bonus is applied on a single Client account at a time and Clients may not have multiple accounts running with this or any other Bonus Promotion. Clients who are already participating in any Bonus Promotion may not request another Bonus promotion unless they request and agree with the cancellation and removal of any previous promotions. Failure to comply with this may result in complete removal and cancellation of all transactions related to linked accounts that are under multiple Bonus promotions. This includes accounts/Clients who are found, or suspected, to be connected in any way, e.g. by using the same device or IP or any other identifiers the Company may be using.
7. Subject to the conditions set herein, the Eligible Client is entitled to receive Bonus on two (2) initial deposits **only**. The Bonus amount is proportional to the total amount of the Eligible Client's deposit and is calculated in a scaled manner as follows:
  - 100% trading bonus on the net total amount of their initial two (2) deposits made in their TopFX trading account which is less than, or equal to, 500 USD (or currency equivalent),
  - 50% trading bonus on the remaining net total amount of their initial two (2) deposits made in their TopFX trading account, which exceeds 500 USD (or currency equivalent) and is less than, or equal to, 10,000 USD (or currency equivalent). Note that for any deposit amount below or equal to 500 USD (or currency equivalent) the 100% bonus rate will be applied. The 50% bonus will be applied only for the amount of deposited funds above 500 USD up to 10,000 USD (or currency equivalent).
  - 25% trading bonus on the remaining net total amount of their initial two (2) deposits made in their TopFX trading account, which exceeds 10,000 USD (or currency equivalent). Note that for any deposit amount below or equal to 500 USD (or currency equivalent) the 100% bonus rate will be applied and for any deposit amount more than 500 USD (or currency equivalent) and up to 10,000 the 50% bonus rate will be applied. The 25% bonus will be applied only for the deposited funds above 10,000 USD (or currency equivalent).

### **IMPORTANT:**

As specified above, please note that for any net deposit(s) amount below or equal to 500 USD (or currency equivalent) the 100% bonus rate will be applied whereas, for any remaining amount above 500 USD (or currency equivalent) and up to 10,000 USD (or currency equivalent) the 50% bonus rate will be applied. The 25% bonus rate will be applied only for the remainder of the deposited funds above 10,000 USD (or currency equivalent).

*Table A: Deposit Bonus Calculation*

Total Deposit Amount (USD or Equivalent)		Bonus Rate	Description (Amounts in USD or Equivalent)
From	To		
0	500	100%	->100% on full amount up to 500
500.01	10,000	50%	->100% on 500, ->50% for remaining up to 10,000 (i.e. max amount = 9,500)
10,000.01	and above	25%	->100% on 500 USD, ->50% for remaining amount up to 9,500 USD, -> 25% for remaining amount over 10,000

8. Pursuant to the Table A, an Eligible Client who makes an initial deposit of 750 USD (or currency equivalent), will receive 100% bonus on the 500 USD (or currency equivalent) and then 50% for the remaining 250 USD (or currency equivalent). That is, they will receive 500 USD (or currency equivalent) bonus for the first 500 USD (or currency equivalent) and 125 USD (or currency equivalent) bonus for the remaining 250 USD (or currency equivalent). Thus, they will receive 625 USD (or currency equivalent) as bonus.

*Table B: Deposit Bonus Example*

Bonus Calculation Examples		
Total Deposit Amount (USD or Equivalent)	Bonus Applied	Total Trading** Equity (Cash Equity + Bonus)
Examples		
300 USD	300 (=300*100%)	600.00
1,350 USD	925 (=500*100% + 850*50%)	2,275.00
12,500	5,875 (=500*100% + 9,500*50% + 2,500*25%)	18,375.00
**Please note: Bonus is removed fully if Real Margin Level (i.e. Margin Level calculated excluding Bonus) falls at or below 50% or partially removed there is a withdrawal or if native MT4 Stop-Out is triggered.		

### **IMPORTANT:**

The Deposit Bonus will be added and/or calculated based on the net total amount of the Eligible Client's deposits and not based on each deposit. That is, in case a Client makes a first deposit of 500 USD (or currency

equivalent) and then a second deposit of another 500 USD (or currency equivalent) then they will receive Bonus as per above, using the scales specified on the net total amount of 1,000 USD.

9. There is no set limit to the maximum Bonus amount that a Client can claim. Maximum Bonus depends on the discretion of the Company.
10. In order for the Client to receive this Bonus Promotion, the Client must NOT be operating accounts under any Bonus Promotion (i.e. Client Accounts must not have any active bonus). If the above requirement is met, the Client may request to receive the Bonus Promotion (based on the specified scales) on two (2) recent Deposits only, made during the Bonus Promotional period.
11. The calculation for the Bonus amount is made on the aggregate sum of the two (2) deposits. Requests must be made before starting to trade. The total Bonus given cannot exceed the current account Balance. Client may request the above Bonus again ONLY if the initial requirement is met, i.e. only if Client's account is NOT operating under the Bonus promotion and all Bonus/Credits have been removed from the Client's accounts.
12. Bonus may be removed automatically, as per the specified reasons provided in these Terms and Conditions, or on Client's request if the Company deems it acceptable. The Company is not liable for any losses suffered due to Bonus removal for any reason, including either automatic Bonus removal, removal of Bonus by the Company, or removal of Bonus as per Client's request.
13. The amount of the Bonus is added to Eligible Client's cash equity of the trading account upon the Client's request.
14. The Bonus is non withdrawable and is available for trading purposes **only** as a means to increase the account's buying power.
15. The Bonus is not considered "losable" nor should it be considered as a means to support Margin levels below 100%.
16. The Bonus Promotion is not available for Copy Trading and is also not available to holders of PAMM accounts.
17. If the Account has already been credited with a Bonus due to a previous promotion then that Bonus shall operate and function under the conditions of the current Bonus Policy Terms and Conditions. In case an eligible client deposits and requests the new Bonus Policy is in the Company's discretion to either:
  - i. Uphold and follow the Terms as stated herein.
  - ii. Top-up the credit to the appropriate amount, as per the Deposits/Bonus scales and calculation method specified above.
  - iii. Remove the previous amount and credit only the new amount.

- iv. Deny the credit of extra bonus, for any reason, including if Bonus exceeds or may exceed the Account's Balance if more Bonus is awarded.
  - v. Deny the credit of Bonus, at the Company's discretion.
18. In MT4, in the event that the Client wishes to withdraw any amount of their own funds from an MT4 account this will result to the proportional removal of their trading bonus. This proportion is calculated based on the "Withdraw Amount / Balance" ratio. The Bonus is also proportionally removed when native MT4 Stop-Outs are triggered and the ratio is based on the closed position P&L and Current Balance. Furthermore, the Bonus in MT4 is removed in full the following cases:
- i. If the account's Real Margin Level (i.e. Margin level not including the Bonus) reaches Margin Call level.
  - ii. If the Withdrawal amount is larger than the current Balance amount or equivalently, if the withdrawal causes the Account's balance to become negative (e.g. if Account has enough unrealized profits to sustain the account even if Client withdraws a specific amount).
  - iii. The Client is found to be in violation to our Terms and Conditions, Terms of Business or is acting in Bad Faith in any way.
  - iv. At the Company's own discretion.
19. In cTrader, "Total Bonus" is the total bonus added to the Client's account as equity similar to MT4 but the maximum available usable bonus, called Active Bonus at any time is described by the formula  $\text{MIN}(\text{Total Bonus}; \text{Cash Equity})$ , where Cash Equity is balance minus Active Bonus.
20. In cTrader, "Total Bonus" will not be removed when the client withdraws, transfers or requests such transactions. Instead "Active Bonus" will be reduced if Cash Equity is reduced and is below Total Bonus given. This means that Active Bonus may fluctuate, according to live trading conditions and/or due to Deposits/Withdraws of any kind, if these operations make Cash Equity become less than Total Bonus, up to a maximum equal to the Total Bonus.
21. In cTrader, "Total Bonus" may be converted to real cash balance by actively trading, with the conversion rate being 1 USD per 100k USD volume (or equivalent). The Company at its own discretion may disable this service for any reason, including suspicion of attempting to abuse this feature in any way.
22. In order to claim the Bonus offered by TopFX, the Eligible Client should set up an account with TopFX and then send a request to [csupport@topfx.com](mailto:csupport@topfx.com). Subject to compliance with the conditions set out herein, the Eligible Client will receive their Bonus. The Eligible Clients requesting the Bonus promotion must make the request before starting to trade. Any Bonus requests made after trading started may not be processed. If the request was made before trading but the client started trading before the Bonus was added to the account, the total Bonus added will be the minimum between Eligible Client's initial deposit and current balance, or based on the Company's own discretion.
23. Where the Company specifically agrees otherwise, the Eligible Client must request their Bonus within the first two (2) business days from the date of each deposit date they make into their account. If the

Eligible Client starts trading in an account before they request their Bonus within the period specified above and before their Bonus is deposited, the Eligible Client will not be entitled to the Bonus. It should be noted that the Bonus will be credited to the Eligible Client's account usually within 24 hours upon receiving Client's Bonus request email.

24. Following receipt of the Bonus, if the Eligible Client requests a withdrawal of funds from their account or requests a transfer of funds from one TopFX account to another TopFX may, prior to the fulfilment of such request, at its sole discretion, remove from the Client's account a Bonus amount proportional to the ratio of (Amount to be Withdrawn) / (Balance before withdrawal). If there are insufficient funds in the Client's account the withdrawal may be rejected in order for the account to indicate the correct available amount for withdraw. Additionally if the withdrawal is equal to or more than the current account balance (e.g. in cases where the account has open positions with significant unrealized profits), then the bonus will be removed entirely.
25. The Bonus is separate from, and is used to increase, Cash Equity and is used to increase the Accounts buying power. In MT4 this Bonus is available up to Real Margin Call levels (meaning Margin Call level calculation excluding the Bonus). Bonus is partially removed on withdrawals and/or native MT4 Stop-Outs (meaning Stop-Out as calculated and performed by MT4 automatically, including the Bonus amount available).
26. In MT4, in cases where an account goes into Negative Balance while trading with the Bonus, the balance shall be corrected by the Company when the Account has no positions currently open. In this case the Negative Balance will be adjusted and an equal amount will be removed from the Bonus, or the entirety of the Bonus may be automatically or manually removed if deemed appropriate.
27. In cases where, for any reason, the Account's balance is negative and the Client wishes to deposit funds to the account, they must request for the Negative Balance to be corrected prior to depositing. Such requests for adjustments may NOT be done while positions are open, except on the Company's own discretion. The Company may request all positions to be closed prior to this correction, if necessary.
28. If the Client deposits funds while the account is negative, the Company may take actions as it deems necessary. On a case-by-case basis, these actions may involve adjusting the Balance and/or Credits to the appropriate amounts as required. In cases where it is considered or suspected that this is done to manipulate or take advantage of the Bonus promotion or is considered to be done/acting in bad faith in any way, the Company may take any necessary actions as specified in this Terms and Conditions, including cancelling all transactions and complete removal of Bonus.

### **C) Reservation of Rights and Disqualifications**

1. The Company at its absolute discretion offers the "Deposit Bonus" to any Client(s) and any countries as it deems appropriate and for as long as the Company deems to provide it. The "Deposit Bonus" is not available to residents of the European Economic Area. (EEA).



2. The Company has the right to withdraw without prior notice the Bonus or cancel any and all profits/transactions:
  - a) In case where breach of the Terms and Conditions and any other policy of the Company occurs;
  - b) In the event where the Bonus is not removed when a withdrawal has been requested or processed and the Client proceeds to trade using Bonus credit as the majority of their trading balance;
  - c) If the Company has reasonable grounds to believe a misuse of the Bonus Terms and Conditions or its Terms of Business;
  - d) If the Client withdraws any amount of initial and/or any subsequent deposits without trading activity.
3. The Bonus is subject to the Terms of Business and abuse of this promotion may result in the Bonus removal and/or cancellation of the account's profits/trading transactions.
4. The Company reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Bonus, or any aspect of the Bonus and any Bonus Promotion, at any time. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of this or any Bonus Promotion.
5. The Company reserves the right, at its sole discretion, to alter or amend the function, nature and/or any other aspect of this or any other Bonus Promotion, regardless of platform, date awarded, promotion type or general origin of said Bonus.
6. Clients acknowledge and agree that any previous promotions Terms and Conditions may, at the Company's discretion, be retroactively substituted with the most recent promotions Terms and Conditions and by agreeing with this promotion or any past or future promotions, Clients acknowledge and agree that their consent is carried over to the new promotion Terms and Conditions.
7. Any indication or suspicion of fraud, manipulation, cash-back arbitrage, hedging, churning, scalping, or other forms of deceitful or fraudulent activity in a client's account or multiple account with the Company or otherwise related or connected to the Bonus will nullify any and all transactions carried and/ or profits or losses garnered therein. The Company reserves the right, at its sole discretion, to disqualify any individual that misuses or attempts to misuse the Bonus Promotion, or breaches the present Terms and Conditions and/or any of Business Terms and to cancel all orders and annul all profits of such client. In these circumstances, The Company shall not be liable for any consequences of the bonus cancelation.
8. The Company may terminate this Agreement immediately without giving notice and the Company has the right to reverse and/or cancel all previous transactions on a Client's account, if the Company reasonably suspects that the Client logs-in to his/her Trading Account(s) and/or trades under the same device and/or under the same IP address as other Client(s), who may or may not have performed or performs abusive trading and/or is suspected that the Client trades in cooperation with another Client(s) and where the



- Client and other Client(s) use the same or similar trading patterns. This also includes usage of Virtual Private Networks (VPN)/ Virtual Private Server (VPS).
9. In the event of any dispute or misinterpretation of the above applicable Terms and Conditions, such dispute or misinterpretation shall be resolved as the Company acting in good faith and as it shall, in its sole and absolute discretion, deem fit and proper. The Company's decision shall be final and binding.
  10. By participating in the Bonus Promotion, the Client acknowledges that they have read and agreed to be bound by the terms and conditions of the Bonus Promotion together with the Company's standard Terms and Conditions which are available on Company's official website [www.topfx.com.sc](http://www.topfx.com.sc)
  11. Notwithstanding the translated language of this document, the English wording shall be the binding version in the event of any discrepancy between the two languages.

### **Risk Warning**

Forex and CFD trading involve a significant risk to your invested capital.

Please read and ensure you fully understand our Risk Disclosure, available at Company's official website at [https://topfx.com.sc/pdfs/Risk\\_Disclosure.pdf](https://topfx.com.sc/pdfs/Risk_Disclosure.pdf).