

The Agreement to participate in the Promotion “Welcome!”

1. Introductory provisions

The present Agreement describing the conditions of participating in the Promotion “Welcome!” (hereafter the Agreement) is the main regulatory document on the ground of which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter — NewForex Group) holds a Promotion “Welcome!” (hereafter the Promotion) for registered (having the Profile) Customers. Thus, in the frames of the present Agreement NewForex Group and the Customer are the parties of the contractual relationship. The agreement itself should be treated as a public offer addressed to an unlimited number of people (a person and entity). The acceptance of the present Agreement represented in the form of an offer as well as the fact of the entry of the present Agreement into legal force as a treaty between the parties is the fact of passing a full (two-stage) account registration procedure on the corporate site of NewForex Group by a person (a private individual) or a person representing this or that company in case of a direct and obvious consent with the conditions of participation in the Promotion by marking a “Check-box” in the corresponding field on the Registration page on the corporate site of NewForex Group. From this point such a person should be treated as an Acceptant of the present Agreement and it clearly implies that the Offerer (NewForex Group) and the Acceptant (the Customer) take all the rights and duties described in the present document in their full size.

Deciding to participate in the Promotion described in the present Agreement the Customer consents to the fullest extent with all the conditions of the present Agreement.

The present Agreement has a sub-item position towards the Public documents package from the juridical point of view. Among other things it means that if for one reason or another there will be conditions for the termination of the Client Agreement in compliance with one of the

documents of the Public documents package, then the present Agreement must immediately lose its force.

2. Participation in the Promotion

Only the Customers who have a profile and who passed the following procedures have the right to participate in the Promotion:

- Confirmation of e-mail;
- Confirmation of identity authentication through uploading a photo-copy (scanned cope) of the main identification document in the Customer's country of residence (passports, ID) or other document of identification (for instance, driving licence).

Furthermore, in order to participate in the Promotion the Customer must give a direct and clear consent with all the conditions of the present Agreement putting a check-box in the corresponding field on the Registration page on the corporate site of NewForex Group.

The reverse procedure (i.e. the refusal to participate in the Promotion) is also possible for the Customer and it is described in the corresponding part of the present Agreement.

3. The restrictions on the participation in the Promotion

Profiles registered through NewForex Group partners are disallowed to take part in the Promotion described in the present Agreement. The present Promotion is intended to be used only by Customers who registered on an independent basis.

For one profile a no-deposit bonus can be provided only once (on one trading account).

4. The duration of the Promotion

The Promotion described in the present Agreement is launched on December 4th 2014 at 00:00:01 UTC+0. The company has the right to prolong the duration of the Promotion in its discretion.

5. The Customer's Bonus

As a bonus for participation in the Promotion the Customer gets a credit (bonus) on the personal trading account in an amount equal to \$50 (5000 cents). The provided funds perform a free credit (the payment for the credit (in per cents) is not taken from the Customer). The provided funds are purpose credits: the funds can be used by the Customer for making transactions on the personal trading account.

6. Intended Use of credit funds

As it was mentioned in clause 5, the credit funds (bonus) are added as intended time free credit. The period during which this crediting is fulfilled is described in clause 4 of the present Agreement. Conditions and the period during which the transfer of the Credit (bonus) is possible are described in clauses 7 and 8 of the present Agreement. A more detailed description of granting credit funds (bonus) is described in the present clause.

The key task of granting credit funds to NewForex Group Customer is the maintenance of wide financial possibilities in the margin trading with financial instruments as well as the formation of extra margin funds. It is possible to trade only with credit funds. Provided that transactions only with credit funds shall be disregarded while laying down the conditions of funds withdrawal from the credit into balance.

Newforex Group offers the Customer additional means for trading with financial instruments to support the sufficient level of the margin. However, the Customer should take into account

extra risks which might emerge in case of the abusive practice of the simplest rules of capital management. In order to minimize risks NewForex Group recommends:

- not to use the amount of the margin exceeding 1/10 for one deal of the whole deposit excluding credit funds (Bonus);
- not to make very aggressive transactions without a sufficient level of preparation.

The mentioned recommendations should be treated as some addition to the Risk Disclosure included in the Public documents package of NewForex Group. The Customer may follow or not follow the mentioned recommendations at his/her own discretion provided that the Customer takes responsibility for all the risks resulting from it.

7. Conditions of transferring the Credit into Balance

Credit funds (bonus) added to the trading account of the Customer who took part in the Promotion may be transferred from the Credit into Balance. As a result they will be available for any further financial operations including but not restricted to withdrawal of these funds into the Customer's payment details, transferring them into another account and/or further usage in the trading at the discretion of the Customer. And the profit gained as the result of trading only with credit funds and replenished on the balance can not be withdrawn into external accounts until the conditions of the credit transfer into Balance are fulfilled.

The first necessary condition is the deposit of the trading account with the amount equal or exceeding the amount of Bonus and profit obtained in trading with bonus funds.

Examples:

1. A Client received 5000 USC on the trading account and as a result of trading made profit in the amount of 3500 USC. Thus, it is necessary to deposit in the amount equal or exceeding 85 USD.
2. A Client received \$50 and as the result of trading had a loss in the amount of 5 dollars. In order to start the procedure of transferring bonus funds into balance it is enough to make the deposit in the amount of \$45 or more.

If the Client deposits the bonus account with the amount less than minimal required to transfer the credit into balance, the provided credit can be cancelled.

The second necessary and sufficient condition of transferring the credit funds (bonus) into Balance of the Client's trading account is to make not less than 50 full (double-sided) transactions (trades) having in total a certain volume according to the following formula: 0.07 lot for every complete unit of the account currency received as a bonus.

Examples:

1. A Client received on the account 5000 USC and as the result of trading with these funds a client made the profit in the amount of 4500 USC. Consequently, the total amount of funds which should be transferred into balance is 9500 USC. According to the formula of 0.07 lot for every unit of currency we get: $9500 * 0.07 = 665$ lots.
2. A Client received on the account 5000 USC and as the result of trading with these funds a client has a loss in the amount of 1000 USC. Consequently, the total amount of funds which should be transferred into balance is 4000 USC. According to the formula of 0.07 lot for every unit of currency we get: $4000 * 0.07 = 280$ lots.

Calculating the amount of trades necessary to transfer the Credit (Bonus) into Balance only the amount of trades made (which are being made) using personal funds of the Customer without using credit funds (Bonus) are accepted.

8. The period of transferring the Credit into Balance

The Customer can transfer the funds obtained from the Credit (as a Bonus) in the frames of the Promotion into the Balance of the personal trading account within 7 months from the date of the first deposit.

9. The technology of extra risk defence (ERD)

As it was said in clause 6 of the present Agreement the usage of credit funds (Bonus) might carry extra risks. NewForex Group recommends to familiarize yourself with clause 6, but the tactics and strategy choice of trading with financial instruments is at the discretion of the Customer. The present clause of the Agreement describes the situation when the risks increase and NewForex Group is obliged to protect the Customer's funds.

A special defence mechanism operates on all trading accounts, it was specially developed for the present Promotion: "Extra Risk Defense - ERD. This defence mechanism is aimed at minimizing risks if the amount of the margin is very big.

In particular:

- If the total amount of security (margin) of all open positions exceeds or equals the amount of credit funds (bonus), then Extra Risk Defense forcedly closes all the positions on the Customer's trading account when the level of funds equals (or is lower than) the amount of the Credit (Bonus).
- If the total security (margin) of open positions is lower than the amount of credit funds (bonus), then Extra Risk Defense forcedly closes all the positions on the trading account if the level of funds equals (or is lower than) the amount of security (margin).

The operation of Extra Risk Defense mechanism is maintained on the trading server and does not require the Customer's permanent control over the state of the trading account. Extra Risk Defense service is provided for the participants of the Promotion free of charge.

10. The refusal of the Customer to participate in the Promotion

At any time the Customer can refuse to participate in the Promotion at his/her election. For this purpose the Customer should fulfill one of the below given actions:

- withdraw personal funds in full or in part from the trading account where the credit (bonus) was added;
- approach a technical support service.

11. Early termination of the present Agreement

NewForex Group has the right to terminate the present Agreement on a unilateral basis in cases as described below.

11.1. Improper use of credit funds

Credit funds provided in the frames of the Promotion to the Customer are allocated by NewForex Group in order to extend the Customer's financial possibilities by using not only personal funds in trading but also external funds. The usage of provided funds in the frames of this Promotion for other purposes is prohibited. Furthermore, the improper use of credit funds includes the formation of "synthetic positions" by a person or a group of people who make transactions with the same volume using the same financial instruments opposing one another on one or several trading accounts, regardless of the holder of these accounts. The possibility or impossibility to track the links between trading accounts where "synthetic positions" might be formed is not accepted in the frames of the present Agreement.

11.2. The formation of a "synthetic position" (so called "locks") on one trading account

The formation of "synthetic positions" (so called "locks") on one trading account by opening deals using one and the same financial instrument in opposite directions with the identical or equal volume leads to the fact that the calculation of the real number of locks conducted by the Customer might be quite difficult. For this reason during the calculation of the total volume of complete transactions (deals) made by the trader in order to fulfill the conditions of transferal of the Credit into Balance deals are not accepted if they are parts of complete "locks", partial "locks" or other kinds of synthetic positions (i.e. positions formed by opening deals having opposing directions using one and the same financial instrument in this or that proportion of volume). If these "synthetic positions" will make more than 35% of all deals on the trading account of the Customer, the participation in the Promotion for the Client having this account might be prohibited by NewForex Group on a unilateral basis.

In all cases connected with "synthetic positions (locks)", the Parties should consider as absolutely equal such cases of "locking" as opening opposing deals with different volume (in

lots), but equivalent taken together (close in volume). The Parties agree that for making a “synthetic position (lock)” the amount of deals made by every “party” do not have supreme importance. That means that if, for example, some small amount of deals to buy are covered by a considerable amount of deals having different but smaller volume to sell, then from the point of view of the present Agreement it is identical to opening two opposing deals of the equivalent volume.

11.3. Making deals (positions) where the total profit/loss in points equals or is less than the volume of spread plus one point in the relevant financial instruments or deals which last less than 2 minutes or deals where the trader forms a “synthetic position” (so called “lock”) which lasts around 2 minutes.

The formation of hypershort-term transactions, including transactions when profit/loss in points equals or is less than the volume of spread plus one point or deals which last less than 2 minutes or transactions which a trader uses to make “synthetic positions (locks)” which are less than 2 minutes are treated as venture financial operations being able to cause considerable losses as a result of their aggressive character. Thus, this usage of credit funds (bonus) obtained by the Customer in the frames of the present Agreement is considered by NewForex Group as improper use. The volume of deals which correspond to this definition will not be taken into account during the calculation of the total volume (of lots) for the withdrawal of credit funds into Balance, in case the interest rate of such transactions exceeds 30%, Newforex Group retains the right to terminate the agreement on a unilateral basis as well as to write off the added credit (bonus).

12. Miscellaneous

NewForex Group has the right to prolong the Promotion at its own discretion. Thus, the period during which it will be possible to transfer funds from Credit into Bonus will be automatically prolonged for the relevant period of time.

NewForex Group has the right to refuse the Customer to participate in the Promotion if the Customer took part in other or this Promotion earlier and the Agreement with him/her was terminated before its term ended for one reason or another (regardless of who initiated the termination of the Agreement: the Customer or NewForex Group).

NewForex Group retains the right to require additional information from the Customer for a more detailed verification (for example, extra confirmation of the residential address by uploading the relevant copy of the document through the Customer's Personal Account on the corporate site of the Company). The verification might be required via the telephone number (by sending a text message on the phone indicated in the Customer's profile). In case of impossibility of this identification the Company has the right to cancel earlier added credit funds (bonus) as well as to review (up to the complete cancellation) trading operations made using bonus funds.

The Customer might receive a refusal to participate in the Promotion in case of some suspicions that the Customer plans the improper use of credit funds or there will be revealed some link of the Customer with other Customers (regardless of the degree of acquaintance or familiarity of contacts) who use or are suspected in planning the usage of credit funds in the improper way which contradict clause 6 of the present Agreement.

In case of the refusal from the side of NewForex Group as well as in case of the premature termination of the present Agreement initiated by NewForex Group in the frames described in the present Agreement, credit (bonus) funds, profit from transactions with financial instruments conducted using credit (bonus) funds might be cancelled.

13. The order of the Promotion amendments

NewForex Group has the right to make amendments in the conditions of the present Promotion as well as to make amendments in the present Agreement. The Promotion is held on a voluntary basis and all the relevant services and advantages arising under it are provided to Customers «as they are». Any Customer has the right to use or refuse to use the services and advantages arising from the present Agreement.

If there are changes in the Promotion as well as in the present Agreement, NewForex Group informs about it the section "Company News" on the corporate site and mails out the active participants of the Promotion through the inter-office mail of the trading terminal New Forex Trader 4.