



# **Partner Loyalty Program**

**Terms & Conditions**

**December 2021**

## 1. General

1.1. By participating in the Partner Loyalty Program with BDS Ltd, the Partner acknowledges that (s)he has read, understood, and agreed to be bound by the terms and conditions herein set forth (the “T&Cs”) which shall form an integral part of the General Partner Agreement, and the General Client Agreement.

1.2. BDS Ltd with Company Registration No 8424660-1 is an investment firm incorporated and authorized under the Laws of Seychelles, licensed and regulated by the Financial Services Authority Seychelles (the “FSA”) under License No SD047 (the “Company” or “BDSwiss”).

1.3. The Company reserves the right at any time during the Partner Loyalty Program or at any other time thereafter, without limitation to any other remedy under any other agreement or legal principle, to disqualify any Partners from the Partner Loyalty Program who are found to be in breach of the Partners’ Agreement, the Marketing Guidelines, the Code of Conduct or any other applicable legal and or contractual obligations to which they are bound. The Company, without any limitation, further reserves the right to take any other measures as may be deemed appropriate or necessary.

## 2. Definitions

2.1 All terms shall have the definition assigned to them in Paragraph 4 of the Terms and Conditions for Forex and CFDs.

2.2 Unless otherwise indicated, the terms capitalized here below shall have the following meanings and may be used in the singular or plural as appropriate:

“**Active Client**” shall mean a client of the Company or of the Group Company, who has been verified and identified as per the Company’s procedure, who has deposited the minimum amount requirement accordingly to his/her account type and has at least placed one (1) closed lot trade within ninety (90) days from being onboarded or, as the case may be, until expiration of the Partner Loyalty Program, whichever comes earlier in time.

“**Partner**” affiliates and introducing brokers who have been accepted and fully verified by the Company.

“**Total Turnover**” shall mean the total volume traded by the active clients introduced by the Partner to the Group Company, excluding turnover generated from European Residents, from the date the Partner has validly signed into the Partner Loyalty Program and has been accepted as participant by the Company.

## 3. Partner Loyalty Program Duration

3.1. The duration of the Partner Loyalty Program will be twenty-four (24) months from the date these T&Cs become accessible on BDSwiss’ websites and the Company announces its commencement.

3.2. The Company may, in its sole and absolute discretion, terminate the Partner Loyalty Program at any time without reason by giving a general notice and/or by way of an announcement on its website(s) to that effect or otherwise.

3.3. The Company may, in its sole and absolute discretion, extend the duration of the Partner Loyalty Program for additional periods by giving a general notice and/or by way of an announcement on its website(s) to that effect or otherwise.

**4. Eligibility**

4.1. The Partner Loyalty Program is made available to all existing and newly registered Partners, subject to the completion of the online registration procedure. The Partner shall express his/her wish to participate in the Partner Loyalty Program by “opting in” from their dashboard and by accepting these T&Cs.

**5. Qualifying Conditions**

5.1. Provided that:

- a. the Partner onboards at least ten (10) **new active clients** within ninety (90) days from the date the Partner has opted-in the Partner Loyalty Program and accepted these T&Cs; and
- b. the Partner’s clients cumulative trading volume throughout their participation in the Partner Loyalty Program reaches any of the thresholds of the prizes table below;

the Partner shall become entitled to the corresponding prize in accordance with these T&Cs.

**Prizes Table**

<b>Gift Type*</b>	<b>Indicative Financial value in USD</b>	<b>Threshold</b>
Cash transfer to Partners’ wallet account	\$500.00	0.30B
Smartphone available in Partner's country of residence	\$1,000.00	1.00B
Laptop or any other PC available in Partner's country of residence	\$2,000.00	2.00B
Trip to Cyprus/visit to the HQ: Trip for 1 person to meet BDSwiss Senior Management. Trip dates to be agreed with the Partner	\$5,000.00	5.00B
Luxury Watch available in Partner's country of residence	\$10,000.00	10.00B
Trip for 2 to Las Vegas: Trip dates to be agreed with the Partner	\$20,000.00	20.00B
Luxury Motorcycle of any make and model available in Partner's country of residence	\$35,000.00	35.00B
Sports Car of any make and model available in Partner's country of residence	\$100,000.00	100.00B
Super Car of any make and model available in Partner's country of residence	\$200,000.00	300.00B

5.2. For the purposes of paragraph 5.1.b above, it shall not be taken into account in the calculation of total turnover any turnover generated from clients residing in the European Union.

5.3. The turnover of the Partner's Clients shall be counting from the date the Partner has opted in the program. The Partner shall not in any way request or claim any and all past performances.

5.4. The Partner shall have access at any time during his/her participation, from his/her personal dashboard to a dedicated Partner Loyalty Program progress page from where (s)he shall have access to his/her personal Partner Loyalty Program progress including but not limited to the current turnover achieved by his/her clients, pending turnover until next reward and redeem prizes. This information will be updated on a daily basis.

5.5. Only the turnover of accepted and verified clients should be taken into account. The Company reserves the right to deduct from the calculation the turnover of any clients suspected or identified as abusers or otherwise in breach or violation of any of the General Terms and Conditions of the Company. Generated turnover from abusive clients may also result into automatic rejection of the Partner from the Partner Loyalty Program and /or the termination of the Partner Agreement.

5.6. In the event a Partner fails to meet the condition set forth in paragraph 5.1.a above, they will be automatically disqualified from the Partner Loyalty Program and be deprived of their access to Partner Loyalty Program progress page. An email by the Company will be sent to the Partner informing them of their disqualification due to failure to meet the conditions. Within 12 hours from their disqualification, as above, the Partner shall be able to opt-in the Partner Loyalty Program anew and do so for as long as the Partner Loyalty Program is running. Any past performance or any previously registered clients will not be taken into consideration and Partners will be treated as if they opted-in for the first time.

5.7. If any application to participate in the program is done at a point of time the margin of which is less than 90 days from the expiration of the Partner Loyalty Program (extensions of time included), the time margin to onboard at least 10 new active clients for said Partner will accordingly be reduced to the number of remaining days until the expiration of the Partner Loyalty Program.

## 6. Prizes

6.1. The indicative financial value in USD of each prize takes into consideration all domestic and international applicable taxes, bank charges (if applicable), process fees and delivery costs.

6.2. Partners will be able to redeem the corresponding prize to the threshold reached within thirty (30) days from the date the target has been met by clicking onto the redeem button in their Dashboard, even after expiration or termination of the Partner Loyalty Program. This will notify the relevant department of the Partner's intention to redeem the prize after which the Partner will be contacted for the logistics to be arranged. The Partner shall no longer be entitled to redeem said prize if they do not redeem a prize as herein provided.

6.3. All electronic products will be delivered in the original packaging via a courier service company to the mailing address designated by the Partner. A recent utility bill for delivery purposes may be requested. The Partner agrees to comply with and be bound by all terms and conditions which the delivery of such prize may be subject to and, specifically, those of the courier service company.

6.4. Once the Partner has redeemed the price, the Company reserves the right to check the compliance of the Partner participation to the Partner Loyalty Program and that all terms were fulfilled in accordance with these T&Cs, the General Partner Agreement and the General Client Agreement, in order for the prize to be released. If any breach is identified or reasonably suspected, the Company may take the appropriate measures on the same contractual basis.

6.5. The Company is committed to conduct its best efforts to deliver the prize to the Partner's designated address as soon as reasonably practicable under the circumstances. In the event the prize is no longer available or

cannot be delivered for whatsoever reason, the Company shall inform the client in order to be proposed alternative prize. The cash prize of 500USD shall be automatically credited on the Partner's Wallet Account while the travel prize will have to be used within twelve (12) months from date it has been redeemed by the Partner.

6.6. The participating Partners acknowledge and understand that the prizes are provided subject to availability and are provided on an "as is" basis without any express or implied warranty as to the suitability and/or the quality of the gift. To the full extent permissible by the law, any warranties and or representations are hereby excluded and the Company accepts no liability for any delay, damage loss or theft of any prize in transit.

6.7. Company may in its sole and absolute discretion swap the gift type for similar gifts, items, products, or services of equal or approximately similar financial value.

6.8. Participating Partners are allowed to redeem the corresponding prize for each threshold.

6.9. The prizes may not be swapped or exchanged at the Partners' request or be combined with any other offer and or program.

6.10. The Partner expressly agrees and consents that the Company proceed his/her personal data with third-party service providers for the purpose of awarding and or delivering the real prize.

6.11. The Company accepts no responsibility for whatever reason due to any pandemics and or acts of God or force majeure events, cessation of services, strikes of any kind, resulting into cancellation, alteration, product defects, damages, delays, mistake in the correspondence address, any third-party services, deceptive representation etc. Generally, the Company accepts no responsibility whatsoever on behalf of any third party the services of whom are or will be used.

6.12.1. The Partners who become entitled to any prize under these T&Cs agree and accept that the Company may convene an awarding ceremony for the prizes in a specific location which shall be communicated to the Partners in due course and to which they might be invited to participate to receive their prizes at the Company's discretion. The Partners further agree and accept that such ceremony will be recorded and photographed and that all associated intellectual property rights with any video recordings and photographs will belong to the Company and that the same or any derivate works therefrom may be shared on various social media and websites for existing or future marketing campaigns for promotional or other purposes.

6.12.2. The Partner to whom a prize was granted and successfully delivered, expressly consents, and authorizes the Company to disclose on various promotional events:

a. Name and the first letter of the Surname (for example: Nick. A)

b. Country of residence

c. The Partner agrees to provide the Company with a picture representing himself/herself with the prize and the Partner unreservedly accepts, without limitation, to transfer to the Company all associated intellectual property rights and the Partner consents expressly that the Company may use the provided picture to create any derivative works or promotional material and share it on any of its social media, websites, existing or future marketing campaign for promotional purposes.

6.13. Partner Loyalty prizes shall only be awarded to Partners who have successfully completed the account opening procedure and have been fully accepted as Partner by the Company by receiving a relevant notification as per the Company's Partner Terms and Conditions.

6.14. The Company reserves the right to cancel the prize, if the Partner was subject to any of the measures stated in clause 6.6.6. of the Partner Agreement.

## 7. General provisions

7.1. These T&Cs are made in the English language. Any other language translation is provided for convenience only. In the case of any inconsistency or discrepancy between the original English text and any translation thereof into any other language, the original version in English shall prevail in its meaning and interpretation.

7.2. Within the limits imposed by Law, the Company, its Directors, officers, employees and agents exclude all liability including by negligence, for any personal injury, or any loss or damage, including loss of opportunity; whether direct, indirect, special or consequential, arising in any way from the participation in the Partner Loyalty Program, including, but not limited to, where arising from the following: (a) any technical difficulties or equipment malfunction (whether or not under the Company's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Company) due to any reason beyond the reasonable control of the Company; (d) any variation in prize value to that is stated in these T&Cs of the Partner Loyalty Program; (e) any tax liability incurred by the Partner; or (f) use of a prize including attendance at events included as part of the prize.

7.3. In the event of a dispute, this shall be resolved in accordance with the Company's Complaints Handling Procedure Policy.

7.4. The Company, in its sole and absolute discretion, reserves the right at any time to deny, withhold, withdraw or terminate this Partner Loyalty Program by giving notice to that effect in any of its website(s) and or by giving notice directly in the Partners' Personal Dashboard.

7.5. If the Company suspects any wrongdoing, deception, fraud or other forms of deceitful or fraudulent activity in a client's trading activity, in the Partner's participation to the Program or if the Client and/or Partner otherwise acted with a lack of good faith towards the Company, then the Company reserves the right, at its sole discretion to:

- a) temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or
- b) remove and/or deduct any Reward or Prize which might have been granted to such users (taking into account any loss sustained which will be fully recognized), and/or;
- c) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable account(s), and/or
- d) deny, withhold, or withdraw from that user such competition and any future competitions or promotions.

For the avoidance of doubt in such circumstances, Rewards, Prizes or any other benefit granted, or options enabled to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognized and sustained.

e) cancel all orders and/or transactions executed and nullify all profits generated.

f) terminate that Client'/ Partner's access to the services provided by the Company and/or terminate the contract between the Company and the Client and/or the Partner for the provision of services. In case of permanent termination of the business relationship with the Client/Partner, any unused funds (less the

Bonus and profits generated from it, if applicable) will be transferred to the Client back to the same source it originated.

## **8. Amendments**

8.1. Company, may in its sole and absolute discretion, change or modify both the prices and the thresholds or these T&Cs of the Partner Loyalty Program, in whole or in part, with such changes taking effect upon due notice being given to the Partners either by email and or publishing such changes on Company's website and or Partners' Personal Dashboard. The Partner will have the option either to continue participating in the Partner Loyalty Program or cancel their participation.

**Partner Loyalty Program V.1  
DECEMBER 2021**