

BDSwiss Holding PLC

BDSwiss Custom Range Contracts

Bonus Scheme

Terms & Conditions

Table of Contents

1. BONUS GENERAL TERMS & CONDITIONS	2
2. TERMS & CONDITIONS SPECIFIC TO THE CRC BONUS SCHEME	3
3. WITHDRAWAL SPECIFIC TERMS & CONDITIONS	5
4. RISK WARNING & ACKNOWLEDGEMENT.....	9
5. CLIENT DECLARATION	9

1. BONUS GENERAL TERMS & CONDITIONS

1.1. The following Custom Range Contracts (hereafter "CRC") Bonus Scheme Terms & Conditions is entered by and between:

(a) BDSwiss Holding PLC (formerly Keplero Holdings Ltd), a Company duly registered in the Republic of Cyprus under the Cypriot Companies Law with registration number HE300153, authorized as a Cypriot Investment Firm and regulated by the Cyprus Securities and Exchange Commission with License Number 199/13 and having its registered office at Ioanni Stylianou 6, 2nd Floor, Flat/Office 202, 2003, Nicosia Cyprus (hereafter "BDSwiss" or "the Company")

And

(b) Every natural or legal person who has registered with the Company, completed the Company's account opening procedure and has been accepted by the Company as a Client; holds an active CRC trading account and has accepted an offer from the Company to participate in its CRC Bonus Scheme (hereafter "the Client" or "You")

1.2. The Client acknowledges that (s)he has read and understood all the terms and conditions contained in this Agreement without modifications. By accepting the CRC Bonus Scheme Terms & Conditions, the Client enters into a legally binding agreement with the Company. Therefore, the Client is bound by the guidelines and provisions of this Agreement for the duration that his/her existing CRC trading bonus is active.

1.3. The Client acknowledges that the CRC Bonus Scheme Terms & Conditions expressed in English is the governing version. In the event of a conflict between the CRC Bonus Scheme Terms & Conditions expressed in English and the CRC Bonus Scheme Terms & Conditions expressed in any other language, the English version shall prevail over the versions expressed in any other language.

1.4. The Client acknowledges and accepts that trading in Custom Range Contracts is highly speculative and carries a high level of risk. Hence it is possible for Clients to lose all their invested capital. These products may not be suitable for everyone and you should ensure that you understand the risks involved before trading in CRC. The Client should not risk more than what (s)he is prepared to lose. Electing to utilize this Bonus Offer may increase the risk of trading. You should seek independent advice if necessary. Please read the full Risk Disclaimer(s) [here](#).

- 1.5. The decision whether to offer a CRC bonus to a prospective or existing Client is clearly and indisputably at the Company's absolute and unreserved discretion. BDSwiss will, as part of its fiduciary and legal responsibilities, take into consideration any information you present to the Company during the application process which includes, but it is not limited to, your financial situation and your trading experience/knowledge. The Company, based on the information provided by the Client, will evaluate whether a CRC trading bonus is suitable or appropriate for the Client.
- 1.6. The CRC trading bonus is intended for experienced traders. As per paragraph 1.5. above, the Company may not directly offer a CRC bonus to all Clients. If you are interested in receiving a CRC bonus you should carefully read, understand and accept the Terms and Conditions below prior to requesting or accepting a CRC bonus from the Company.
- 1.7. BDSwiss may ask the Client to provide additional documentation, as the Company thinks fit and necessary, in order to be satisfied as to the Client's identity prior to transferring any CRC bonus to the Client's trading account.
- 1.8. Any CRC bonuses, promotions and benefits that are provided by BDSwiss, or any BDSwiss trading account(s), are held under the Company's Terms and Conditions and the Client Agreement which the Client has accepted during the account opening procedure. Clients are expected to utilize BDSwiss CRC trading bonus in a rightful and justified manner, according to the provisions of this Agreement.
- 1.9. The Company reserves the right, at its absolute discretion, to amend, modify or terminate this Bonus Scheme or any part of the Terms & Conditions included herein at any time; in such cases however, the Company will inform its Clients, to whom a CRC trading benefit was granted, appropriately and in advance. Additionally, the Client will have the option either to continue using the CRC trading bonus or cancel it without any cost and without to be considered that the trading conditions are not fulfilled.

2. TERMS & CONDITIONS SPECIFIC TO THE CRC BONUS SCHEME

- 2.1. These bonus rules set out how BDSwiss bonuses work for CRC trading accounts only.
- 2.2. The BDSwiss CRC Bonus Scheme is a periodic bonus program which will run from Monday, 12th September 2016 until Friday, 30th December 2016.
- 2.3. The BDSwiss CRC Bonus Scheme is available only to existing BDSwiss Clients, who have successfully completed the Company's Account Opening Procedure and own a CRC trading account.

- 2.4. The CRC Bonus is applicable only to deposits over €50.00 and may also apply to subsequent deposits at the discretion of the Company.
- 2.5. The CRC Bonus is applicable only to one (1) CRC trading account per Client and to the trading account for which the Bonus Scheme has been granted. In the event that a Client has already received the CRC Bonus to a live trading account, no other CRC trading account may be opened under any circumstances. If the Company suspects or has reason to believe that a Client has more than one CRC trading accounts under this Bonus Scheme, then the Company reserves the right, at its absolute discretion and without obtaining the Client's consent, to remove immediately the granted Bonus from the Client's trading account(s).
- 2.6. The CRC bonus amount(s) received cannot be transferred to other BDSwiss trading account(s) the Client holds with the Company.
- 2.7. The maximum bonus amount that can be received is €1.000 per deposit.
- 2.8. The Client's total bonus amount cannot exceed 50% of the Client's total balance.
- 2.9. The CRC granted bonus is for trading purposes only and **is not withdrawable** under any circumstances. Only real funds (i.e. the Client's deposited funds into the CRC trading account) and profits earned with the CRC bonus can be withdrawn.
- 2.10. The cash-first bonus features have been implemented and are in use for the CRC product only by BDSwiss. Specifically if a Client's account balance is consisted of both bonus funds and real funds, when the Client places a trade, the value of the trade will be deducted from the real funds first. The CRC bonus will be activated once the Client's own funds are used-up.
- 2.11. All Bonus and Incentive Schemes are at the Management's Discretion.
- 2.12. BDSwiss separates real funds and CRC bonus funds in two separate balances (Bonus and Real Balances). The Client can view the segregated amounts (bonus and his/her own capital), the total account balance (which is consisted of the Client's deposited funds and CRC bonus), the Bonus Balance and the Withdrawable Balance in the account management section on his/her online CRC trading account.
- 2.13. The Company will not be held liable for any losses that may be incurred as a result of the removal of all or part of the CRC Bonus received by the Client due to a withdrawal.

- 2.14. If the Company suspects any wrongdoing or deception or has reason to believe that a Client has abused or attempted to abuse the terms and conditions of the BDSwiss CRC Bonus Scheme by hedging his/her positions internally (by using other trading accounts held with the Company) or externally (by using other trading accounts held with other brokers) or through any other kind of manipulation and/or abuse of the platform or otherwise acted with a lack of good faith towards the Company, then the Company reserves the right, at its own discretion and without obtaining the Client's consent, to deny, withhold, withdraw, remove or cancel the Client's bonuses (and the additional bonuses if applicable) from the Client's CRC trading account or from his/her winning hedged accounts; as well as the promotions or benefits that have been provided or are supposed to be provided to the specified CRC trading account and/or temporarily or permanently terminate or block the Client's access to his/her CRC trading account and/or terminate the business relationship. All remaining Client funds shall be refunded to the original source.
- 2.15. Any dispute or situation not covered by these Terms will be resolved by the Company's Management in a fair manner.

3. WITHDRAWAL SPECIFIC TERMS & CONDITIONS

- 3.1. **Bonus Removal:** When a Client places a withdrawal from a CRC trading account in which a bonus was awarded, the bonus amount will be subject to a proportionate removal of the withdrawal amount (**1:1 ratio**)

Example: A Client has a total account balance of €100 consisting of €50 real funds and €50 bonus. He places of withdrawal request for €25. According to the above rule, €25 will be deducted from his real funds and €25 will be removed from his bonus. His remaining account balance will be €50.

- 3.2. Any bonus amount that has been removed cannot be reclaimed upon a Client making subsequent deposits into his/her trading account.
- 3.3. In the event that a Client withdraws all of their own funds from a trading account in which a bonus was awarded, any remaining bonus amounts that have been credited to the trading account will be removed in their entirety.
- 3.4. Definitions and examples:
- R = amount of real funds (i.e. the Client's own capital)
 - B = amount of bonus funds
 - T = amount of total funds (i.e. total account balance)
 - I = amount of investment (i.e. value of the trade placed)

General Rule: Real funds are withdrawable at any time. Bonus funds cannot be withdrawn under any circumstances.

3.6 When the Client places a trade, the following rules apply:

Rule 1: Insufficient funds to place a trade

If there are insufficient funds in the CRC trading account, the trade is not accepted. If there are sufficient funds to place a trade, the trade is executed.

Example: if an investment of 100.00 EUR is attempted with an account balance of 50.00 EUR, then the trade will not be accepted.

Rule 2: The trade is placed using real funds only

If the value of the trade placed is lower or equal to the amount of real funds, then only real funds are used to place the trade.

If the trade placed is successful, then all the positive investment returns (if any) are credited to as real funds.

If $I \leq R$

$R = R - I$

(this causes $T = T - I$ because there is enough real funds)

1. If successful investment

1. $R = R + \text{investment return}$

If the trade placed is unsuccessful, the real funds are decreased.

Example: A Client has a total account balance of €150 consisting of €100 real funds and €50 bonus. The Client places a trade of €50. The trade is placed from the Client's own funds.

(a) The trade is successful: The Client makes €25 profit. The profit is credited in the Client's trading account as real funds; hence the total account balance is €175. The maximum amount that the Client can withdraw is €125 (total real funds). If the Client wishes to withdraw the entire amount, the remaining account balance will become €0 (since a proportionate removal of the bonus amount applies).

(b) The trade is unsuccessful: The loss is deducted from the Client's real funds. Hence the real funds are decreased to €50. The total account balance will be €100. The Client can withdraw €50 (real funds) and the remaining account balance will become €0 (since a proportionate removal of the bonus amount applies).

Rule 3: The trade is placed using bonus funds only

If there are no real funds left in the trading account, then the entire trade is placed using bonus funds only.

If the trade placed is successful, then a part of the investment returns is credited to the bonus funds thereby restoring the bonus funds used to place the trade to their original position; and the rest of the investment returns is added and credited to the real funds balance. Successful bonus trades increase real funds.

If a trade placed is unsuccessful, the bonus funds are decreased.

Note: Trading bonus funds can create real funds, but bonus funds may never increase. Any bonus winnings are expressed in real funds.

A. Else if $R = 0$

i) $B = B - I$

(this causes $T = T - I$ because there is only bonus funds)

ii) If successful investment

B. $B = B + I$

(B returned to original amount)

C. $R = R + \text{investment return} - I$

Example: A Client has a total account balance of €100, consisting only of bonus funds. There are no real funds left in the trading account. The Client places a trade of €60. Only bonus funds are used to place the trade.

(a) The trade is successful: The Client makes €200 profit. From the profits generated, €60 is returned to the bonus funds thereby restoring the bonus funds back to €100 and the remaining €140 is credited in the Client's trading account as real funds. The maximum amount that the Client can withdraw is €140 (total real funds).

(b) The trade is unsuccessful: The bonus funds are decreased to €40. The Client cannot place a withdrawal since the total remaining account balance is consisted of bonus funds only.

Rule 4: The trade is placed using both real funds and bonus funds

If the value of the trade placed is larger than the real funds balance, then all the real funds are used for the trade and the remainder is debited from bonus funds.

If the trade placed is successful, then a part of the investment returns is credited to the bonus funds thereby restoring the bonus funds used to place the trade to their original position; and the remainder investment return is credited to real funds.

If a trade placed is unsuccessful, the real funds are lost and the bonus funds are decreased.

- A. Else if $I > R$
 - I. Firstly, remember the original size of R
 $R1 = R$
 - B. Then the trade is deducted from the balance by reducing the Bonus funds to the extent required, and reducing the Real funds to zero
 - i. $B = B - (I - R)$
 - ii. $R = 0$
 - B. If the investment is successful, the Bonus fund are returned to their original level and the remainder is credited to real funds
 - iii. $B = B + (I - R1)$
 - iv. $R = 0 + \text{investment return (all winnings become real funds)} - (I - R1)$
 - a. If the investment is not successful, B and R remain as they were after making the trade.

Example: A Client has a total account balance of €100, consisting of €60 real funds and €40 bonus funds. The Client places a trade of €75. The trade is placed using all the real funds and (€60) and €15 from the bonus funds.

- (a) The trade is successful: The Client makes €500 profit. From the profits generated, €15 is returned to the bonus funds thereby restoring the bonus funds back to €40 and the remaining €485 is credited in the Client's trading account as real funds.
- (c) The trade is unsuccessful: The real funds are decreased to €0 and the bonus funds are decreased to €25. The Client cannot place a withdrawal since the total remaining account balance is consisted of bonus funds only.

4. RISK WARNING & ACKNOWLEDGEMENT

The Client acknowledges that Custom Range Contracts is a product which involves a high level of risk. When trading in such products, it is possible for Clients to lose all their invested capital. These products may not be suitable for everyone and Clients should ensure that they understand the risks involved before trading in CRC. The Client should not risk more than what (s)he is prepared to lose. Electing to utilize this Bonus Offer may increase the risk of trading. Clients should seek independent advice if necessary. The Client should read the full Risk Disclaimer(s) [here](#).

5. CLIENT DECLARATION

By entering this Agreement with the Company and every time the Client decides to place an order in CRC, the Client acknowledges and accepts the following:

- (a) The Client declares that (s)he understands the risks involved in CRC trading and that (s)he runs a great risk of incurring losses and damages as a result but is willing to assume the economic, legal and other risks involved.
- (b) The Client declares that (s)he is financially able to assume the total loss of their investment.
- (c) The Client declares that (s)he understands CRC trading and that (s)he is suitable to trade in CRC.