

# VOLUME BASED REBATE SCHEME TERMS AND CONDITIONS

## 01 INTRODUCTION

In this document “tastyfx,” “our,” “us,” and “we” refers to tastyfx LLC, a limited liability company organized under Delaware law, registered Retail Foreign Exchange Dealer (RFED) and Introducing Broker (IB) with the CFTC and Forex Dealer Member (FDM) of the National Futures Association (“NFA”) (NFA ID 0509630). You, the customer, may be referred to as “you,” “your,” “yours,” or “yourself,” as appropriate. This terms and conditions (“Terms”) were created to outline the details of the Volume Based Rebate Scheme (“Rebate Scheme”) which tastyfx will provide to our customers who meet the respective qualifications outlined herein.

All capitalized but undefined terms used herein shall have the same meaning given to such terms as in the Customer Agreement governing your forex trading account with us, as amended from time to time. Nothing in these Terms limits our ability to exercise our rights in terms of the Customer Agreement. If any provision of these Terms conflicts with any provision of the Customer Agreement, the Customer Agreement shall prevail.

By entering into Transactions, you agree to participate in this Rebate Scheme and to be bound by these Terms.

## 02 ELIGIBILITY TO PARTICIPATE IN THE REBATE SCHEME

The Rebate Scheme starts on 1 July 2019 and continues until we notify you that the Rebate Scheme has been terminated by giving no less than a 1 month prior notice. Only Transactions that meet the eligibility criteria set out in these Terms will be allowed to receive a rebate under this Rebate Scheme. A rebate is available for all Transactions executed in accordance with the terms of the Customer Agreement.

Types of Transactions that are not eligible for rebates will be determined by us in our sole discretion, but may include:

- (a) transactions that are subsequently canceled, voided or reversed (either by yourself or by us);
- (b) transactions that are split into two or more other transactions; or
- (c) transactions that are automatically generated, or otherwise not initiated by you (or on your behalf).

Customers who have opened a forex account with us as a result of being introduced to us by an introducing broker are not eligible to receive rebates under the Rebate Scheme. Institutional customers are not eligible to participate in the Rebate Scheme, unless provided specific written authorization from us.

Subject to the above stipulations, only customers:

- (a) who have a forex trading account with us; and
- (b) who enter into Transactions during the term of the Rebate Scheme

are eligible to receive rebates under the Rebate Scheme.

## 03 REBATE SCHEME DETAILS

Where your Transactions comply with the terms of the Rebate Scheme and have an aggregate notional value equal to or greater than a Tier Amount, as set forth in the Rebate Schedule below, you will accrue rebates at the corresponding rate for that calendar month. The Tier Amounts are expressed in millions of USD notional traded. The amount of rebate payable is calculated as a percentage of the spread paid by you when you open or close a Transaction.

In certain situations, we may, in our sole discretion, amend the Tier Amount and/or rebate percentage identified in the Rebate Schedule on a per customer basis. In such cases, we may, in our sole discretion, return your custom Tier Amount and/or rebate percentage to the standard rates set forth in the Rebate Schedule, which shall be effective on the first day of the calendar month subsequent to our notice to you of the change, unless otherwise stated by us in writing.

Rebates due to you will be based on your trading within a calendar month and will be calculated at or about 21:59 (London time) on the last business day (as defined in the Customer Agreement) of each calendar month. Rebates will be calculated and accrue in USD and will be converted to the Base Currency of your account using our end of day exchange rate on the last business day of the applicable calendar month.

## 03

**REBATE SCHEME DETAILS (CONTINUED)**

Rebates accrued to you during a calendar month will be credited to your account on or about the tenth day of the following month. We will not permit rebate amounts accrued but not yet credited to your account to be used by you to satisfy and obligations to pay Margin (including initial Margin), commission, spread or any other applicable charges.

## 04

**GENERAL**

We will not be held liable for any losses incurred by you as a result of your trading in relation to this Rebate Scheme. Leveraged trading in foreign currency on margin carries significant risk and it is possible for you to lose more than you invest. We reserve the right, in our sole discretion, to (i) preclude you from participating in the Rebate Scheme; and/or (ii) alter, amend or terminate the Rebate Scheme or any aspect of it at any time and without prior notice, either as a whole or in relation to you only.

Where (i) any of these Terms are breached, (ii) your account has been suspended or closed in accordance with the provisions of the Customer Agreement; and/or (iii) there is any reason to suspect you have acted fraudulently or obtained an unfair or unintended advantage pursuant to this Rebate Scheme, we reserve the right to withhold or withdraw payment of all or part of a rebate or to prevent any attempted withdrawal of a credited rebate amount. We reserve the right to refuse to pay out or to credit your account under the Rebate Scheme if (i) we have a reasonable belief that the Rebate Scheme is being abused in any way (including any form of manipulation of Transactions); (ii) we believe that the terms of the Customer Agreement have been breached in any way; and/or (iii) we have suspended or closed your account in accordance with the provisions of the Customer Agreement. We will not have any obligation to any person in terms of this Rebate Scheme if such person, in our sole opinion, abuses the spirit or intention of the Rebate Scheme.

We are the sole arbiter of the Rebate Scheme, these Terms and any other issues arising under or in relation to the Rebate Scheme. Any dispute or situation not covered by these Terms will be resolved by our management in a manner that we deem to be fairest to all concerned and that decision shall be final and binding on all parties. Any claim that you might have against us under or in relation to the Rebate Scheme must be brought within 90 days after the date the alleged claim arose.

If at any time all or any part of these Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Terms or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Terms.

If any tax is payable on rebate amounts paid by us to you pursuant to these Terms, this tax will be your liability and will not be incurred by us. If the law requires us to withhold this tax and settle with the relevant tax authority on your behalf, then we shall credit your rebate to your account net of this tax.

The Rebate Schedule shall form part of these Terms as if it was set out in these Terms in full. These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, and any federal or state court in Chicago, Illinois has non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with these Terms and the Rebate Scheme, including any non-contractual disputes and claims.

If we make any changes to these Terms, we may notify you of such changes by posting the modified terms on our website. By continuing to trade with us, you will be deemed to have accepted any such modified terms.

## 05

**REBATE SCHEDULE**

FOREX	TIERS AMOUNT (MILLIONS OF USD NOTIONAL TRADED)	REBATE (% OF SPREAD)	AVERAGE SAVINGS PER MILLION USD
Tier 1	\$50-100m	5%	\$5
Tier 2	\$100-250m	8%	\$8
Tier 3	\$250-500m	10%	\$10
Tier 4	\$500m+	15%	\$15