

# NEW ACCOUNT BONUS TERMS AND CONDITIONS

YOUR PARTICIPATION IN THE tastyfx LLC NEW ACCOUNT BONUS (“PROMOTION”) SERVES AS YOUR WILLFUL ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROMOTION. DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE WITH THESE APPLICABLE TERMS & CONDITIONS.

**TRADING CARRIES A HIGH LEVEL OF RISK. LOSSES CAN EXCEED DEPOSITS. YOU SHOULD ENSURE YOU UNDERSTAND THE RISKS ASSOCIATED WITH TRADING BEFORE PARTICIPATING IN THIS PROMOTION. YOU MAY LOSE MORE THAN YOU INVEST AND IT IS RECOMMENDED YOU SEEK FINANCIAL ADVICE BEFORE PROCEEDING.**

## 01 PROMOTION PERIOD

These terms and conditions (“Rules”) apply to the tastyfx LLC (“tastyfx”) New Account Bonus Promotion (“Promotion”), which begins on June 24, 2024, (“Start Date”) and expires on September 30, 2024, at 11:59 pm ET (“Expiration Date”). Customers eligible for the previous promotional period from March 25, 2024, will continue to be eligible for the Promotion through September 30, 2024.

By participating in the Promotion, you agree to be bound by these Rules, as well as any other terms applicable to your account, which are hereby incorporated by reference, including but not limited to, tastyfx g Customer Agreement, tastyfx Website Terms and Conditions, and tastyfx Privacy Policy. The time set forth in by the tastyfx computer is the official clock for the Promotion.

To the extent you qualify for a bonus under this Promotion and any other similar promotion or bonus being offered by tastyfx with respect to the opening of a new account, you shall only be eligible to receive payment under one (but not multiple) promotions

## 02 HOW TO PARTICIPATE

To be eligible to participate in the Promotion, the person claiming the bonus (“you” or “your”) must, as of the date you sign up for the Promotion:

- Not hold an existing forex trading account (excluding institutional account holders) account with tastyfx, a Commodity Futures Trading Commission (CFTC) registered retail foreign exchange dealer and member of the National Futures Association (“NFA”) (NFA ID 0509630) with its primary address at 1330 West Fulton Street, Chicago, IL 60607 and contact details: 1-312-981-0498 and helpdesk.us@tastyfx.com;
- Not have previously owned or controlled any other account with tastyfx.
- Be an individual who is 18 years or older as of the date of participation in the Promotion, and not barred from accessing tastyfx services under applicable law.
- Be a legal resident of the United States (excluding residents of Ohio).
- Not have participated in any Promotion or received any bonus with respect to the opening of a new or existing account with tastyfx; and
- Conduct and execute Qualifying Trades that are confirmed by tastyfx on the tastyfx platform.

To participate in the Promotion and be eligible for a Bonus, you must:

- Be approved for a tastyfx account and complete all required documentation and identity checks.
- Open and fund a new active personal forex trading account with tastyfx up to the required qualifying amount (a “Required Deposit Amount”); and
- Meet the requirements for a Bonus as set forth in these Rules prior to the Expiration Date (altogether, a “Qualifying Account”).

## 03

**BONUS**

Each of the foregoing Bonus Tiers are referred to as a “Bonus.” Funding a Qualifying Account with a Required Deposit Amount reflects the potential for a Maximum Bonus if the Required Minimum Qualifying Trades are executed during the Bonus Period.

<b>Bonus Tier</b>	<b>Required Deposit Amount</b>	<b>Required Trades</b>	<b>Total Bonus</b>
1	\$1,000	10 lots	\$50
2	\$5,000	50 lots	\$500
3	\$10,000	100 lots	\$1,000
4	\$25,000	250 lots	\$2,500
5	\$50,000	500 lots	\$5,000
6	\$100,000	1,000 lots	\$10,000

Funding a Qualifying Account with a Required Deposit Amount reflecting Bonus Tier 2-6 can receive a Bonus in a lesser Bonus Tier if the Required Minimum Qualifying Trades is both less than that of the corresponding Maximum Bonus Tier and more than that of Bonus Tier 1’s Required Minimum Qualifying Trades. For example, funding a Qualifying Account with \$50,000 has potential for (i) a Maximum Bonus of \$5,000 if 500 Required Minimum Qualifying Trades are conducted during the Bonus Period, or (ii) a lesser bonus of \$2,500 if 250-499 Required Minimum Qualifying Trades are conducted during the Bonus Period, or (iii) a lesser bonus of \$1,000 if 100-249 Required Minimum Qualifying Trades are conducted during the Bonus Period, and so on.

The Bonus Period is defined as beginning on the date the Qualifying Account is activated and ending 90 calendar days after the activation of the Qualifying Account (such period, the “Bonus Period”).

Upon satisfying the requirements of a Bonus Tier, you will receive a Bonus equal to the Bonus Amount listed for such Bonus Tier. Bonus will be paid into a Qualifying Account equal to the Bonus Amount for such Bonus Tier set forth above to the extent you:

- Have funded an aggregate deposit equal to the Required Deposit Amount for such Bonus Tier set forth in the chart above within 30 calendar days of tastyfx confirming the activation of the Qualifying Account.
- Have not withdrawn a portion of such aggregate deposit in the Qualifying Account during the Bonus Period such that the aggregate deposit save any withdrawals no longer meets the Required Deposit Amount for the relevant Bonus Tier; and
- Have executed opening trades of standard contracts, or lots, equal to the Required Trades for such Bonus Tier set forth in the chart above during the Bonus Period.

For the avoidance of doubt, the maximum amount that you can receive pursuant to this Promotion upon satisfaction of Bonus Tier 6 is \$10,000.

## 04

**TERMS AND CONDITIONS APPLICABLE TO TRADES**

Trades can be made in any currency pairs; provided that, for purposes of this Promotion, the following FX pairs WILL NOT be considered in calculating your trading volume requirements with respect to the Bonuses and such trades shall be disregarded for all purposes of this Promotion:

ZAR/JPY SEK/JPY NOK/SEK NOK/JPY MXN/JPY TRY/JPY PLN/JPY CNH/JPY

For the purposes of calculating trade volume for purposes of satisfying the Required Trades, only opening trades that have been executed and confirmed by tastyfx will count towards the total trades. Trades which are not executed or rejected trades will not count, nor will closing trades (altogether, “Qualifying Trades”).

Trades can be made in any lot size increment; provided that, for the purposes of this Promotion, the notional value of one (1) lot of the forex pair is not less than \$25,000. For example, one (1) lot of EUR/USD will have 100,000 units of EUR/USD that equates to approximately \$110,000 in notional value if the forex pair price is 1.1000.

All Required Deposit Amounts and Required Trades are subject to tastyfx review, approval, and discretion, and must be made to a Qualifying Account by a Qualified Customer.

## 05

# TERMS AND CONDITIONS APPLICABLE TO BONUSES

Bonuses will be funded to the Qualifying Account within 45 calendar days after the end of the Bonus Period.

If any restrictions apply to your account, the account will not qualify for a Bonus until the restrictions have been lifted. Any restrictions that apply to an account will be detailed in the email sent to you upon account activation. The account will not qualify for a Bonus if your account is closed or restricted for any reason prior to a Bonus being funded into the account.

Joint accounts or accounts which have a Power of Attorney in force will not be eligible for a Bonus and are not Qualifying Accounts.

In the event your deposit is canceled, clawed, or charged back, returned from the bank for insufficient funds, fraud, or any other reason, you will become ineligible for a Bonus. tastyfx has the right to reclaim and remove from your account any Bonus made to your account under this Promotion to the extent you violate the terms and conditions of this Promotion. In the event of a negative balance, the account will still receive a Bonus if the above requirements are met. If the account balance is still negative after Bonus payment, tastyfx has the right to pursue the account holder for the remaining debit amount.

## 06

# MISCELLANEOUS

The Promotion is not open to employees of tastyfx or any affiliate of tastyfx, or employees of any other company engaged in direct competition with tastyfx or any affiliate of tastyfx, to be determined at the discretion of tastyfx.

The Promotion and any obligations of tastyfx pursuant to the Promotion will be revoked or withdrawn from participants who abuse the spirit or intention of the Promotion. tastyfx reserves the right to cancel or withdraw the Promotion at any time in case of any suspected abuse of the Promotion. Further, where any of these Rules are breached, if tastyfx believes that any of the terms of your Customer Agreement with tastyfx have been breached in any way, or there is any reason to suspect a participant has acted fraudulently or obtained an unfair or unintended advantage pursuant to this Promotion, tastyfx reserves the right to stop, withhold or cancel payment of a Bonus or to prevent any attempted withdrawal of the same from your account.

tastyfx is the sole arbiter of the Promotion, these Rules, and any other issues arising under this Promotion. Exceptions to these Rules are at the sole discretion of tastyfx management, and the decision is final. tastyfx reserves the right to alter, amend, or substitute the Bonus offered with another item of the same value, or terminate the Promotion or any aspect of it (including the Rules and Bonuses) at any time and without prior notice.

The Promotion offer is not assignable, transferable, salable, or valid in combination with any other offer and any purported assignment in violation hereof is void and of no effect.

tastyfx will not be held liable for any losses incurred by you as a result of trading or in relation to this Promotion. TRADING FOREIGN EXCHANGE ON MARGIN CARRIES A HIGH LEVEL OF RISK and may not be suitable for all investors. Before deciding to trade foreign exchange, you should carefully consider your investment objectives, level of experience, and risk appetite. Such trading could result in a loss of some or all the initial investment, and nobody should invest money that such individual cannot afford to lose.

This Promotion is conducted in English. By participating in the Promotion, you agree to release, discharge, indemnify and hold harmless tastyfx, its parent, subsidiaries, affiliates, advertising, and promotion agencies, and all their respective officers, directors, members, managers, partners, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of, relate to or result from your participation in the Promotion. All applicable federal, state, and local laws and regulations apply. The Released Parties will not be held liable for your inability to satisfy the eligibility requirements of the Promotion or ability to trade as the result of any technical malfunction of the internet, the tastyfx trading platform, or your own computing system. tastyfx will also not be liable for any lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or any injury or damage to you or any other person's computer arising out of, related to or resulting from participation in the Promotion. You accept all risks associated with trading over the internet, mobile applications, the tastyfx trading platform, and downloadable software.

**Caution:** Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made; tastyfx reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. tastyfx reserves the right to disqualify you for any reason at any time.

Any dispute or situation not covered by these Rules will be resolved by the tastyfx management in a manner it deems to be fairest to all concerned, and that decision will be final and binding on all parties.

The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If tastyfx fails to enforce any term of these Rules, that will not constitute a waiver of that provision. You agree to waive any rights to claim ambiguity of these Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials, privacy policy, or terms of use on the tastyfx website, and/or the terms and conditions of the Promotional Rules, the Promotional Rules shall prevail, govern, and control, and the discrepancy will be resolved in sole and absolute discretion of tastyfx.

tastyfx is not responsible for any tax related to this Offer. If any tax is payable on a Bonus paid by tastyfx to you pursuant to the Rules, this tax will be your liability. If the law requires tastyfx to withhold this tax and settle with the relevant tax authority on your behalf, then tastyfx shall credit the Bonus to your account net of this withholding obligation and tax. tastyfx recommends that each Qualified Customer consult its tax advisor about the appropriate tax treatment for this offer and any tax implications associated with receipt of the Cash Bonus.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of you and tastyfx in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Illinois and will be subject to the jurisdiction of the courts of Cook County, Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of Illinois.

Personal information collected in connection with this Promotion will be used in accordance with the tastyfx Privacy Policy in effect.

tastyfx reserves the right to amend, modify, cancel, or terminate this Promotion, in whole or in part, at any time without notice, and in its sole discretion. In the event of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lockouts, industrial disputes, acts of terrorism, pandemic, or other matters beyond the reasonable control of tastyfx, tastyfx has the right, in its sole discretion, to terminate the Promotion. Prompt notice of such action will be made to Qualified Customers. This Promotion offer is not transferable. tastyfx reserves the right to revoke, amend, modify, or extend this Promotion at any time without prior notice.