

Active Trader Program Terms and Conditions

Company: Pepperstone Markets Limited

IBC No. 177174 B SIA Reg. No: SIA-F217

Version: 3

Date: July 2021

Risk Warning: trading CFDs and FX is risky. It isn't suitable for everyone and, if you're a professional client, you could lose substantially more than your initial investment. You don't own or have rights in the underlying assets. Past performance is no indication of future performance and tax laws are subject to change. The information in this document is general in nature and doesn't take into account your or your client's personal objectives, financial circumstances, or needs. Please read our legal documents and ensure you fully understand the risks before you make any trading decisions. We encourage you to seek independent advice.



Some of the words in these Terms have special meanings:

Client Agreement means the applicable terms and conditions and associated documents that govern your account with us.

IB means Introducing Broker.

Pepperstone Pro means a client who is classified as a Professional Client by us, as defined in your Client Agreement.

Program means this Active Trader Program.

Volume-based Discount means a discount on the trading commission that we'd ordinarily charge you. We calculate the Volume-based Discount as a percentage of our commission or spread, based on the volume of trades that you make.

Terms means these Terms and Conditions.

"We" "us" or "our" means Pepperstone Markets Limited, Company registration number 177174 B | License number SIA-F217, of Sea Sky Lane, B201, Sandyport, Nassau, New Providence, The Bahamas.

1. Receiving a Volume-based Discount

- a. You're eligible to receive a Volume-based Discount from us as a member of the Program.
- b. The level, or tier, of Volume-based Discount you'll receive depends on how many standard FX lots you've traded in the previous month (or current month if higher).
- c. The Volume-based Discount tiers and trade requirements are available on our website <u>here</u>. We may update these from time to time.
- d. We'll agree your initial Volume-based Discount tier and the volume of trading you need to engage in each month to keep receiving that tier once we've confirmed your Program membership.
- e. We'll review your trading activity and Program eligibility each month. If you'd like to be considered for a higher Volume-based Discount amount, please let us know at premium@pepperstone.com. We'll get back to you with the outcome of your application within 7 business days.
- f. We'll refund Volume-based Discount entitlements:
 - i. daily into your Pepperstone trading account, for any eligible trades that closed the previous day; and
 - ii. in the same currency as your trading account base currency.
- g. You're not obliged to use your Volume-based Discount refund for future trading. You may withdraw these funds from your account at any time, subject to meeting our usual margin requirements and other charges.

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2. Eligible Trading Activity

- a. We'll only offer Volume-based Discounts for trading activity on Razor or Standard accounts:
 - i. in relation to the following instruments: FX majors, FX minors, FX crosses and FX exotics;
 - ii. for Pepperstone Pro clients, accounts that aren't linked to an IB; and
 - iii. for trades made from the day after you successfully register as a member of the Program (we don't offer Volume-based Discounts on past trading activity).

3. Maintaining Eligibility

a. You'll still be eligible for Volume-based Discounts even if you don't meet the trading requirements each month, so long as you maintain an average of the required FX volume (lots) over a three-month period, or the equivalent in notional volume across all instruments, including CFDs. If your average trading volume falls below the average, we'll email you to let you know.

4. General Terms

- a. We reserve the right to do the following things, at any time without prior notice and in our sole discretion:
 - i. change or cancel any aspect of the Program, including the Volume-based Discount amounts that we offer you; and
 - ii. exclude anyone from the Program for any reason.
- b. You shouldn't consider anything in the Program or these Terms as a recommendation, offer to buy or sell, or the solicitation of an offer to buy or sell any financial product or instrument, or to participate in any particular trading strategy. You shouldn't use a Volume-based Discount as the basis for your trading decisions.
- c. This Program can't be used in conjunction with any other Pepperstone promotion.
- d. This Program isn't open to residents of any jurisdiction where participating in this offer would be contrary to local laws and regulations.
- e. Your receipt of a Volume-based Discount in one instance doesn't represent a commitment by us to offer any Volume-based Discount to you in the future.
- f. You won't be able to use a Volume-based Discount to satisfy your margin requirements or any other applicable charges until the refund has been credited to your account.
- g. If:
 - i. you breach any provision of these Terms or the Client Agreement; and/or
 - ii. we've any reason to suspect you've acted fraudulently or obtained an unfair or unintended advantage under the Program,

we reserve the right to immediately, without notice, cancel or withhold any Volume-based Discount due to you and/or reclaim any refund already paid to you.

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- h. You won't be offered a Volume-based Discount for any trades that we subsequently void, reverse or cancel in compliance with the Client Agreement. If we've already refunded you a Volume-based Discount for trades that we subsequently void, reverse or cancel, we'll deduct the value of the Volume-based Discount that you received for those trades from the equity that you have in your account.
- i. We'll update any changes to these Terms on our website. By continuing to participate in the Program, you'll be deemed to have accepted the updated terms. These Terms (including any noncontractual disputes and claims) are governed by and construed in accordance with laws set out in the Client Agreement and you submit to the non-exclusive jurisdiction of the courts of that place.

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