

# 10% BONUS – 10%赠金条款

## TERMS AND CONDITIONS

### 1 GENERAL

The terms and conditions contained herein apply to the Promotional Bonus (the 'Promotion') offer made available through the websites of Boston Merchant Financial ('BMF'). All information made available to client pertaining to this Promotion, including information contained within websites of BMF, form a legal agreement between yourself and BMF. By electing to participate in this Promotion you are indicating you agree to be bound by the terms and conditions contained herein and contained within website material of BMF coupled with any Client Agreement(s) executed. BMF reserves the right to amend these terms and conditions at any time. Such modifications shall become effective immediately at the time the amendment is executed and posted on BMF's website. BMF is not required to make announcements as to such amendments.

### 2 ELIGIBLE ACCOUNTS

To be eligible to participate in this Promotion, you must; be eighteen (18) years of age or older, or the legal age of majority in your home country, state or province; be legally entitled to use our services in accordance with applicable law; currently maintain an account with BMF; and make a deposit with BMF totaling no less than \$500.00 USD (the 'Initial Deposit') during the Promotional Period as defined herein.

### 3 ACCOUNT RESTRICTIONS

One bonus per account per client. Promotion does not extend to: accounts utilizing Electronic Advisors (EA) or accounts being managed under a Limited Power of Attorney.

### 1 总则

用于此次促销赠金的条款和细则都会在 Boston Merchant Financial (BMFN) 的网站上公布。向参与此次活动客户发布的信息，包括BMFN网站上的信息，都表明你与BMFN达成了一份具有法律效益的协议。参与此次活动表明你已经完全同意活动的条款及细则，包括BMFN网上的活动条款。BMFN保留在任何时间更改条款和细则的权利。更改一经做出，将会立即生效并同时执行。BMFN无需在做出此更改时另行通知。

### 2 有效账户

参与此次促销赠金活动需满足一定的条件：你必须年满18周岁，或年满你所在国家、地区、省份的法定年龄；根据当地相关法律有权使用我们的服务；已经在BMFN成功开立账户；在此赠金活动期间入金量不少于500美金。

### 3 账户限制

每人只可拥有一个赠金账户参加此次活动。此赠金活动不适用于：使用EA账户及POA托管账户。

**4****ENROLLMENT AND PROMOTIONAL PERIOD**

Eligible Accounts, as defined herein, shall be permitted to enter into the Promotion beginning June 1st, 2017 and continue until June 30th, 2017 ("Enrollment Period"). The Promotional Period shall end on July 31st, 2017 at 12:00 PM EST and BMF shall be authorized to debit the account of any bonus funds credited at that time should the account fail to meet the conditional requirements contained herein. BMF reserves the right to amend the terms and conditions of this Promotion, including the Enrollment and Promotional Period.

**5****PROMOTIONAL OFFER**

BMFN will credit all participating Eligible Accounts, as defined herein, with a deposit (the "Bonus") totaling an amount determined by the initial deposit made by client, as set forth in the table below. Such deposit must be made between June 1st – June 30th, 2017. Client must complete the required lots ("Round Turn Requirement") prior to the expiration of the Promotional Period on July 31st, 2017 at 12:00 PM EST. Transactions entered into on any Eligible Account which do not remain open for a minimum of two (2) minutes ("Trade Duration Requirement") shall not qualify in a calculation for Round Turn Requirements. For example, an account with a \$2,000 deposit must complete 40 or greater lots which have remained open on the systems of BMF for greater than 2 minute's time.

**4****活动时间**

此次赠金活动申请时间自2017年06月01日至2017年06月30日对所有有效账户开放。赠金交易将于2017年07月31日美国东部时间中午 12:00 结束。BMFN将于此时进行核算。若赠金账户未达到赠金规定外汇产品交易量，活动所给予的赠金将被扣除。BMFN保留更改此次赠金条款和细则的权利，包括赠金交易的期限。

**5****促销优惠**

BMFN将对所有参与活动的有效账户赠金。赠金金额根据首次入金的金额决定。必须是在2017年06月01日至2017年06月30日入金的客户，必须在规定时间2017年07月31日美国东部时间中午 12:00 (即北京时间2017年08月01日凌晨00:00)前完成规定的手数。有效活动账户的交易持仓时间小于2分钟的将不被记为有效手数。举例：一个入金\$2,000的账户必须完成不少于40标准手的交易，其有效手数须在BMFN系统中的持仓时间高于2分钟。

Deposit 入金金额	Trading Bonus 交易金量	Required Lots 交易量
\$500-\$1,999	\$50	20
\$2,000-\$2,999	\$200	40
\$3,000-\$3,999	\$300	60
\$4,000-\$4,999	\$400	80
\$5,000-\$5,999	\$500	100
\$6,000-\$6,999	\$600	120
\$7,000-\$7,999	\$700	140
\$8,000-\$8,999	\$800	160
\$9,000-\$9,999	\$900	180
\$10,000-\$14,999	\$1,000	200
\$15,000-\$19,999	\$1,500	300
\$20,000-\$24,999	\$2,000	400
\$25,000-\$29,999	\$2,500	500
\$30,000-\$34,999	\$3,000	600
\$35,000-\$39,999	\$3,500	700
\$40,000-\$49,999	\$4,000	800
\$50,000 and Above	\$5,000	1000

\*1 lot shall be equal to: \*1标准手相当于：for FX外汇: 100,000 of trading units; or 100,000 notional amount on BMF Pro; or 1 industry standard lot or 10 mini lots on MetaTrader4. 相当于100,000外 汇交易量；或BMF Pro平台的100,000名义单位；或MT4平台上的1标准手或10迷你手。 for gold黄金: 100 ounces of gold 相当于100盎司黄金  
 \*\*1 标准手=100,000 外汇交易量; 外汇1 标准手即 BMFN交易平台MT FX、MT CFD和 Unitrader平台上的10 迷你手, DMA交易平台交易量为1标准手。

\*Promotion is for Forex and Gold trading only. Round Turn Requirements are calculated ONLY on Forex and Gold Products.

\*本赠金活动只限于外汇&XAU/USD交易。上表所列交易量一栏仅结算外汇产品，不包括期货、商品及股指的差价合约产品。

\*Any Deposit that exceeds \$50,000.00 USD will be credited only with a Bonus amount totaling \$5,000 USD and any internal transfer from BMFN accounts shall not be considered as a deposit for Promotion purposes.

\*任何大于\$50,000.00的入金最高赠金金额为\$5,000。任何BMFN的内部转金将不视为赠金活动的入金金额。每位申请者在本次活动期间总计最多只能获得\$5,000的赠金金额上限。

\*注：所有赠金活动仅限于每位客户的一个账户（无论该位客户在BMFN开过多少个账户），即客户在同一时间内有且仅有一个账户参加赠金活动，但可适用于所有新老客户。此外，申请过先前赠金活动的账户在先前赠金活动到期截止前的期间内将不能再获得本次活动的赠金。

## 6 PROMOTIONAL RELEASE AND WITHDRAWAL RESTRICTIONS

Client is unable to withdraw or transfer any funds from Client's account during the Promotional Period unless and until the Round Turn Requirement, as set forth in the above chart, is satisfied. Should BMF receive a request to withdraw funds prior to the account satisfying the Round Turn Requirement, it is authorized to process such request only after it has debited the account in an amount equal to the Bonus. Should Client make a withdrawal request during the Promotional Period and prior to the completion of the Round Turn Requirement, the Promotion shall immediately terminate and the total Bonus shall be due BMF. Client agrees that BMF is not liable for any market losses, including margin calls, as a result of a withdrawal made by BMF in order to reclaim the Bonus.

## 7 Exploitation, Misuse, Conditions

BMF offers this Promotion in good faith to Clients actively trading within the market with exposure to economic risk. Client acknowledges that his/her enrollment in this Promotion is for purposes of supplementing Client's trading funds to be utilized in legitimate trading within the market and that BMF's Promotion offer is conditional, and requires that the Client does not undertake abusive, exploitive or improper conduct ("Exploitative Activity") while being enrolled in the Promotion. Exploitative Activity shall include, without limitation:

- a) Client, by himself or acting with others (including an Introducing Broker, Money Manager), establishes a trading position or positions which have the purpose or effect of extracting the funds credited as part of the Promotion; and/or the profits generated by such funds, without exposure to economic risk, including without limitation loss of the funds credited as part of the Promotion or the Client's capital (or the capital of others).
- b) Client, whether personally or through a third-party, hedges trading position(s) for purposes of capturing credited funds on a risk-free basis, by utilizing additional trading account(s) at other institutions, whether maintained by Client or an associate thereof, or by utilizing an additional account at BMF held by a third-party or alias, or by any other means.

Client agrees and acknowledges that this Promotion shall be granted by BMF only as a result of representations made by Client, including Client's representation that he/she will not undertake Exploitative Activity, as defined herein. BMF shall have the authority to, at its sole discretion, elect to retroactively cancel the Promotion terms, remove any credited Promotional funds from a Client's account and retroactively cancel any trading/account activity conducted, should BMF determine Client has

## 6 赠金发放及出金限制

在未达到上述表格所要求的交易量之前，客户不得在赠金活动期间从账户中取出或转移资金。若在客户完成所规定的交易量之前，BMFN收到该客户的出金申请，那么BMFN将由该赠金账户中提取与所给予的赠金等量的资金后才能处理该出金申请。在赠金活动期间，如果客户在完成所规定的交易量之前要求出金，赠金活动将立即终止，BMFN将取回预支的全部赠金。客户须同意的是，BMFN不对任何市场亏损负责，包括因需要追加保证金而被强制平仓，包括由于出金所致的收回赠金。

## 7 不当利用·滥用·情况说明

BMF竭诚为在经济风险敞口的市场中积极交易的客户提供此次赠金活动。客户须承认其注册参加赠金活动仅为补充其交易资金用作市场中的合法交易并且BMF的赠金活动是有条件赠予的，前提是客户在申请参加赠金活动时承诺不会从事滥用、剥削或不当行为（统称为“不当利用行为”）。不当利用行为应包括但不限于：

- a) 客户，本人或通过他人（包括IB，资金经理人）设立的交易仓位，是以提取赠金活动的赠金为目的或结果；和/或无市场经济风险敞口而从此类资金中直接获利，包括但不限于赠金活动中赠金的损失或客户资金（或他人资金）；
- b) 客户，无论是个人还是通过第三方，以零风险模式，通过在其他机构的无论是由客户或合作伙伴维护的额外交易账户，或利用第三方或化名在BMFN开设的额外账户，或通过其他一切方式进行对冲交易以获得赠金。

客户同意并且承诺BMFN赠予客户此次赠金的前提是客户承诺其不会从事此上定义的不当利用行为。BMFN有权并全权决定单方面取消赠金条款，从客户账户中扣除所有赠金并且取消任何交易/活动账户管理，客户在申请参加赠金活动时，BMFN会判定客户是否从事不当利用行为：若BMFN判定有不当利用行为迹象则BMFN有权取消此类账户的任何交易行为并且退回客户原始入金。客户同意BMFN对任何市场损失包括追加保证金均不负有责任，BMFN对于收回赠金的强制出金是由于BMFN对于不当利用行为存在的判定结果。

undertaken Exploitative Activity while being enrolled within the Promotion: BMFN is authorized to cancel all trading activity of such account since inception following its determination and will return the original deposit(s) to Client. Client agrees that BMF is not liable for any market losses, including margin calls, as a result of a withdrawal made by BMF in order to reclaim the Bonus as a result of BMF's determination of the existence of Exploitative Activity.

## 8 LIABILITY

BMFN shall not be held liable for any loss resulting from a client's participation or inability to participate in this Promotion. Further, BMF shall be indemnified by any participating client for any market loss or margin call resulting from BMF's withdrawal of the Bonus.

## 9 AMENDMENTS/TERMINATION OF PROMOTION

BMFN reserves the right to alter, amend, discontinue, terminate or cancel the Promotion, or any aspect of it, at any time, with or without notice, for any reason whatsoever.

## 10 THIRD PARTIES

Client may not assign or transfer any or all of his/her rights or obligations under the terms of conditions of the Promotion. No third party shall have a right to enforce any rights or obligations contained herein against BMFN.

## 11 GOVERNING LAW

This Agreement and the terms and conditions herein, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or BMF, shall be governed by the laws of the Russian Federation, without reference to its conflicts of laws principles.

## 12 ARBITRATION

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules. The language to be used in the arbitral proceedings shall be English. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration.

## 8 免责

BMFN 对所有参与此次赠金或未能参与此次赠金活动的客户损失不负有任何责任。此外，BMFN 不会对参与赠金活动的客户在市场中的损失，或在赠金期限内到期时 BMFN 取回赠金而产生的损失有任何赔偿。

## 9 更改/终止赠金活动

BMFN 保留在本次促销活动中在任何时间通知或不通知，或在任何理由和限制的情况下更改、中断、终止或取消本次促销活动的权利。

## 10 第三方

客户不可以在这次活动的条款和细则范围内分配或转换自己的权利和义务。任何第三方都无权干涉 BMFN 执行此项活动。

## 11 管辖法律

本协议的条款和细则，以及无论由客户一方或者 BMFN 一方因后续交易而产生的任何司法或行政诉讼或仲裁程序，都应该受到相关法律管辖，不涉及法律原则的冲突。

## 12 司法权

由本协议产生的任何争议、纠纷、索偿，或由此决定的执行、违约、终止或无效，都应当由相关的国际商事仲裁法庭的规则决定。仲裁程序官方用语应为英语。客户由此放弃的权利将被交由另一管辖权内。在执行之日起的一年以后，客户不得因任何原因就此协议或者相关内容提出仲裁申请，不论客户何时查出该原因。