

EGM Securities Ltd – Welcome Bonus terms and conditions

1. Introduction

- 1.1 EGM Securities Limited (**EGM Securities**), operating under its trading name FXPesa (**FXPesa**) hereby introduces a promotional bonus scheme for its Clients pursuant to these terms and conditions (the **Welcome Bonus Terms**) effective from 20 March 2025 (the **Effective Date**)
- 1.2 The Welcome Bonus is applicable to the initial deposit (i.e. the first deposit) made by a Client (the **Initial Deposit**), subject to meeting all other conditions set out in these Welcome Bonus Terms.
- 1.3 Participation in the Welcome Bonus is voluntary. Clients can participate by either sending an email to support@fxpesa.com, by ticking the participation box in the Portal or by making a deposit to the Account via bank transfer. By doing any one of the aforementioned actions, the Client will be deemed to have agreed to be bound by these Welcome Bonus Terms.
- 1.4 The Client acknowledges that it is the Client's responsibility to ensure that the Client has read and understood these Welcome Bonus Terms and, where necessary, has obtained independent advice.
- 1.5 The Welcome Bonus constitutes, exclusively, a promotional scheme, and these Welcome Bonus Terms may be amended from time to time, or terminated, at EGM Securities' sole discretion. Amendments may be published on the Website and the Client may also be notified by email or through the Portal.

2. Definitions and Interpretation

Definitions

- 2.1 In these terms and conditions, unless the context otherwise requires, the following definitions apply:

Account means an MT5 trading account held by the Client with EGM Securities;

Business Day means a day other than a Saturday or Sunday and which is not a bank holiday or public holiday in the Republic of Kenya;

Client means a natural or legal person who has, following the Effective Date, become a party to a Client Agreement that is currently in force;

Client Agreement means the agreement between EGM Securities and a Client governing the relationship between EGM Securities and a Client, including (but not limited to) the general terms and conditions, risk warning disclosure, conflicts of interest policy, each as amended from time to time, and available at www.fxpesa.com;

Effective Date has the meaning ascribed to it in clause 1.1;

Eligibility Criteria has the meaning ascribed to it in clause 3;

Initial Deposit has the meaning ascribed to it in clause 1.2;

Minimum Deposit Requirement has the meaning ascribed to it in clause 3;

USD means United States Dollar, the lawful currency of the United States of America; and

Platform means the MT5 electronic trading platform that EGM Securities may use for the provision of Services

Portal means the client portal at <https://portal.fxpesa.com/> or via another website provided by EGM Securities or FXPesa;

Website means www.fxpesa.com, and any other websites that may be operated by EGM Securities or FXPesa, from time to time.

Welcome Bonus has the meaning ascribed to it in the introduction in clause 4;

Interpretation

2.2 Unless the context otherwise requires, references to:

- (a) clauses are to clauses of these terms and conditions;
- (b) clauses, sub-clauses and paragraph headings are included for ease of reference only and will not affect the interpretation of these terms and conditions;
- (c) words in the singular include the plural and vice versa;
- (d) any phrase introduced by the term including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term;
- (e) persons include individuals, firms, partnerships, limited liability partnerships, companies, bodies corporate, corporations, unincorporated associations, governments, authorities, agencies and trusts (in each case, whether or not having separate legal personality); and
- (f) reference to a notice or notification includes a notification by email, a Website notice and a message through the Portal.

3. Eligibility

A Client will be eligible to participate in the Welcome Bonus, if the Client makes an Initial Deposit equal to or exceeding USD 100, or an equivalent amount denominated in another currency at the then prevailing exchange rate (the **Minimum Deposit Requirement**). For the avoidance of doubt, internal transfers, balance adjustments or other cash bonus credits, introducing broker and partner rewards or commissions will not be considered when calculating the Minimum Deposit Requirement (the **Eligibility Criteria**).

4. The Welcome Bonus

- 4.1 A Client that satisfies the Eligibility Criteria will receive a bonus credit equivalent to 30% of the Initial Deposit amount (the **Welcome Bonus**). Notwithstanding the value of the Initial Deposit, the Welcome Bonus will not exceed USD 500, or an equivalent amount denominated in another currency at the then prevailing exchange rate. For illustrative purposes only, this means that a Client who deposits (i) USD 250, may receive a Welcome Bonus of USD 75; (ii) USD 1666.66, may receive a Welcome Bonus of USD 500; or (iii) USD 3,000, may receive a Welcome Bonus of USD 500.
- 4.2 The Welcome Bonus will be credited to the Client's Account within one Business Day of the Initial Deposit.
- 4.3 If a Client receives a Welcome Bonus, notwithstanding the general Account settings made available by EGM Securities, the Auto-stop-out (as defined in the Client Agreement) will be set to trigger where the Client's own funds (not including the Welcome Bonus) equal 5% of the Margin.
- 4.4 The Welcome Bonus provides additional Margin to open new positions and maintain open positions in the Client's Account. For the avoidance of doubt, the Welcome Bonus may not be withdrawn, transferred or dealt with in any way other than that set out in this clause 4.4.
- 4.5 The Welcome Bonus may be displayed in the credit field on the MT5 Platform and Portal. The Welcome Bonus cannot be utilised to cover trading losses in the Client's Account.
- 4.6 If, during the time the Welcome Bonus is available in the Client's Account:
- 4.6.1 the Client withdraws any funds from the Client Account
 - 4.6.2 the Auto-stop-out is triggered (in accordance with clause 4.3); or
 - 4.6.3 EGM Securities determines, at its sole and absolute discretion, that the Client is undertaking suspicious or abusive trading activity,
- the Welcome Bonus will automatically be removed from the Client Account, and, in the event that that EGM Securities determines the Client is undertaking suspicious or abusive trading activity, EGM Securities may also take such action as it may deem necessary or appropriate, including by reversing any profit or loss on the Client's Account. The Client agrees that EGM Securities will not be liable for any loss, damage, cost or expense suffered or incurred by the Client as a result of any act or omission of EGM Securities under this clause 4.6.
- 4.7 If a Client's Account is closed or suspended for whatever reason, including the termination of the Client Agreement, the Client is deemed to have irrevocably and unconditionally waived any applicable Welcome Bonus.
- 4.8 For the avoidance of doubt:
- 4.8.1 the Welcome Bonus will only be available on one Account for each Client. If a Client opens multiple Accounts with EGM Securities after the Effective Date, only one Account will be eligible for the Welcome Bonus and the Welcome Bonus may not be transferred between Accounts; and

- 4.8.2 if your Account has a swap-free status, you will not be eligible for a Welcome Bonus. If your Account is converted to a swap-free Account during the time that a Welcome Bonus is applied to your Account, the Welcome Bonus will be removed from your Account.

5. Risk disclosure

By agreeing to these terms and conditions, the Client acknowledges that:

- (a) trading in financial products (including Forex and CFD's) pursuant to the Client Agreement entails significant risk and participation in the Welcome Bonus should not be undertaken unless the Client is fully aware of and understands the risks involved in trading;
- (b) the Welcome Bonus constitutes, exclusively, a promotional scheme and should not be relied upon as a motivating factor or relevant consideration when trading under the Client Agreement;
- (c) EGM Securities does not in any way guarantee profitability on a Client's Account and will not be liable for losses incurred by a Client; and
- (d) the Client has read and understood the full Risk Disclosure accessible at www.fxpesa.com.

6. Intellectual property rights

All intellectual property rights in relation to the Welcome Bonus, any advertising material issued by or on behalf of EGM Securities, all information, materials, prices or charts, business methods, databases or settlement specifications relevant to these terms and conditions or otherwise used or arising in connection herewith will remain the sole property of EGM Securities and the Client will have no rights to use, distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing.

7. Liability

To the maximum extent permitted by applicable law, EGM Securities hereby excludes all liability arising out of or in connection with the Welcome Bonus, including liability for any loss, damage, cost or expense suffered or incurred by the Client in connection with the Welcome Bonus or a loss of such Welcome Bonus, which may arise as a result of technical difficulties, service interruptions or otherwise.

8. Termination of Welcome Bonus Terms

- 8.1 The Client may terminate these Welcome Bonus Terms at any time by providing notice to support@fxpesa.com. Termination of these Welcome Bonus Terms will be effective from the date of such notice. In the event the Client terminates these Welcome Bonus Terms after the Welcome Bonus has been credited to the Client's Account, the Welcome Bonus will be removed from the Client's Account and the Client acknowledges and agrees that EGM Securities will not be liable for any loss, damage, cost or claim suffered or incurred by the Client as a result of such removal.
- 8.2 EGM Securities may terminate these Welcome Bonus Terms and revoke the Welcome Bonus, as a whole or for a Client, at any time, in its sole discretion, without prior approval of the Client. Such termination of the Welcome Bonus Terms will be notified to the Client.

9. General terms

- 9.1 Information regarding the Welcome Bonus may be provided from time to time by EGM Securities in e-mails, internet pop-up notifications, on the Website or other media EGM Securities may use to communicate with Clients.
- 9.2 Enquiries relating to the Welcome Bonus may be communicated to EGM Securities by telephone +254 730 676002 / 0800 211 185 (toll free) or email at support@fxpesa.com.
- 9.3 EGM Securities may amend these Welcome Bonus Terms at any time, in its sole discretion, without prior approval of the Client. Should the Client have any comments on the amendments, the Client may notify EGM Securities of such comments at: support@fxpesa.com. EGM Securities will attempt to resolve such comments within 10 Business Days. Where the Client's comments are not resolved, the Welcome Bonus Terms for such Client will be deemed to be terminated. The Client's consent shall be deemed granted where no comment is received within 10 Business Days of any amendment to these Welcome Bonus Terms.
- 9.4 If a provision of these Welcome Bonus Terms is rendered unenforceable or illegal, the remaining terms and conditions will continue to subsist and must be interpreted to give way to the original commercial intent of EGM Securities and the Client.
- 9.5 The Client may not assign or transfer any of the Client's rights or obligations under these terms and conditions. EGM Securities may assign or transfer its rights or obligations under these terms and conditions without consent from the Client.
- 9.6 The Client Agreement applies to these terms and conditions to the extent these terms and conditions are silent on a matter. In the event of an inconsistency between the Client Agreement and these Welcome Bonus Terms, the Client Agreement will prevail.
- 9.7 Without prejudice to EGM Securities' right to assign its rights and obligations as stipulated in clause 11.3, nothing in these terms and conditions will give rise to a right to a third party, and no third party will have a right to enforce these Welcome Bonus Terms against EGM Securities.
- 9.8 EGM Securities' failure to enforce a right under these Welcome Bonus Terms will not be considered a waiver of such right and a waiver by EGM Securities of a right will not be considered a waiver of a future right.
- 9.9 A complaint or disagreement arising out of or in connection to these Welcome Bonus Terms can be referred to EGM Securities' compliance team, by contacting support@fxpesa.com, who will resolve the matter in accordance with EGM Securities' Complaints Handling Policy. A decision taken by EGM Securities' compliance team will be considered final and binding.
- 9.10 These Welcome Bonus Terms will be governed by, construed, interpreted and applied in accordance with the laws of the Republic of Kenya. Any dispute arising out of or in connection with these terms and conditions including any dispute regarding the existence, formation, performance, interpretation, nullification, termination or invalidation, will be referred to and finally resolved by the courts of the Republic of Kenya.