

# TERMS ANF CONDITIONS FOR TRADING BENEFITS

**Earn**  
Trading Experience

**December 2022**

## Definitions

**“The Company”:** Top Markets Solutions Ltd (“the Company”), operating under the trade name Earn<sup>1</sup>, registered as a Cyprus Investment Firm under registration number HE272810 and licensed by the Cyprus Securities and Exchange Commission under license number 158/11.

**“Client”:** A person who has entered into an agreement with the Company, for investment and/or ancillary services which are authorized under the Company’s license number 158/11, in accordance with the Legal documentation forming the Operative Agreement between the client and the Company found at <http://www.earn.eu/about/regulating-documents>.

**“Trading Benefits”:** any discounts, rebates, payoffs, incentives, gifts or any other benefits extended to Clients by the Company, subject to specific participation conditions for each specific Benefit, and according to the present Terms and Conditions. Such benefits include, but are not limited to compensation of transactional expenses, i.e. trading benefits that reimburse a certain proportion of client’s expenses related to depositing and withdrawal of funds and/or trading-related fees such as swaps, spreads and trading commissions, and that are extended in the form of cash rebates or account balance adjustments, as defined by specific conditions of each of the Benefits advertised by the Company;

**“Loyalty Awards”:** trading benefits in the form of cash payments or non-monetary benefits that are extended to the Company’s clients who establish a certain track record with the Company (a certain amount of activity points, a certain duration of active account life, a certain history of trading performance or volume etc), as per specific participation conditions for each of the applicable programs or offerings.

All terms contained herein shall bear the definition/ meaning given to them by the legal documentation forming the Operative Agreement between the client and the Company found at <http://www.earn.eu/about/regulating-documents>.

## 1. Eligibility for Trading Benefits

- 1.1. To be able to receive any trading benefits a new client must apply for a trading account with the Company and after opening of the account, make a deposit in the trading account via the Personal Page at the website: <http://www.earn.eu/>.
- 1.2. All applications for new clients to open a trading account will be evaluated by the Compliance Department once the client has provided all the required documentation properly and fully completed, and only once he/she passes the appropriateness and/or suitability test as warranted by the exact investment service that the Client applies for and is approved will the Client be eligible to receive the Trading Benefits.

## 2. Accrual, Payment and Use of Trading Benefits

- 2.1. In accordance with the applicable regulations, Trading benefits are not available to Retail clients.

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<sup>1</sup> In accordance with CySEC Circular C108, please be informed that the previous name of Top Market Solutions Ltd operating under brand name Earn was TeleTrade-DJ International Consulting Ltd operating under brand name TeleTrade Europe.

- 2.2. Once disbursed in monetary form, and credited to the client's trading account, the award and premium amounts may be used for trading without any restrictions and/or be withdrawn from the trading account at the Client's volition. Any profit earned by the client as a result of trading transactions involving the use of awarded funds is also the property of the Client and may be withdrawn from the account without any restrictions, unless explicitly established by the terms and conditions of the specific offer as clearly communicated to a Client by the Company, or may be used for trading.
- 2.3. Certain trading benefits may only be available to VIP accounts as per the Company's VIP Services Terms and Conditions.
- 2.4. Certain trading benefits may be available to all existing eligible clients when they make a deposit of new funds, and certain benefits may be payable on the condition that the deposited amounts remain in the accounts during a specified period of time. Clients are encouraged to refer to conditions of the specific programs to check if any minimum deposit holding periods apply.
- 2.5. Certain trading benefits may be available to clients following a certain minimum level of activity in the trading account. Specific minimum levels of activity that apply to a proposed trading benefit will be disclosed in the conditions of the specific programs. For any such programs, Clients should make themselves familiar with the conditions that determine the thresholds which trigger the application of a certain benefit.
- 2.6. The Company does not accrue benefits directly on the amount of the client's funds in any way similar to bank interest. Certain programs, , accrue and pay back benefits up to a certain fraction of the Client's balances in active trading accounts, so as to ensure commensurability of rewards and limit potential abuse of the benefits.

### **3. Restrictions/ Limitations**

- 3.1. Any Internal transfer of funds between the client's own accounts is not and will not be considered a deposit of new funds for the purposes of any trading benefits and therefore the client will not be entitled to receive any additional benefits, unless otherwise is specifically agreed to by the Company.
- 3.2. Whenever a trading benefit involves a condition of a certain amounts of lots to be traded, such traded lots will be counted in chronological order for the applicable trading benefit amount granted first to the Client. For example if 2 or more amounts of trading benefits are credited to the client under separate offers, when the client begins to trade, the number of their traded lots will be counted for the achievement of the required amount of lots for the trading benefit first granted to the Client.
- 3.3. If the required amount of traded lots is not achieved within the specified time period, the trading benefits in question will automatically expire and be removed from the Client's trading account.
- 3.4. Eligible financial instruments for trading to provide required amount of traded lots include only Forex and CFD on Metals. The Company reserves the right to add or exclude other financial instruments at any moment at its own discretion.
- 3.5. Whenever a trading benefit involves a condition of a certain amounts of lots to be traded, the whole amount of required traded lots must always be achieved in order to receive the Loyalty award, which means there can be no partial completion/ redemption/ payment of the trading benefits amount under any circumstances.

4. The trading benefits are not transferable under any circumstances.
5. The calculation of the required amount of traded lots in case of trading benefits requiring a certain amount of lots to be traded includes only closed positions which meet the following requirements:
  - the open position holding time is at least 2 minutes (120 seconds);
  - the difference between the position's open and close price is at least 0.05% of the open price (equivalent to approx. 0.0005 pips on EUR/USD).

## 4. Reservations

- 4.1. The Company reserves all rights to modify and/or alter and/or replace and/or cancel and/or remove and/or discontinue and/or terminate any offering of Trading Benefits and each and any one or all of the present Terms & Conditions at any time and at its absolute discretion without prior notice.
- 4.2. The Company reserves the right at its absolute discretion to withhold any pending loyalty points or award amounts in case any of the present Terms and Conditions have not been fulfilled by the client or where the client has attempted to abuse the Trading Benefits program or has acted fraudulently and/or abusively with a lack of good faith towards the Company.
- 4.3. Abusive Behaviour includes inter alia the following:
  - a) A third party giving instructions on behalf of a Client without due or proper authority;
  - b) repeatedly failing to respond to an email from the Company for a period of 15 days or more;
  - c) the Client by himself or acting with others (including an Affiliate/ Introducer), constructing a trading position or positions which have the purpose or effect of extracting the credit provided, and/or the profits generated by the applicable Trading Benefits, without exposure to economic risk, including loss of the Client's capital (or the capital of others);
  - d) the Client, by himself or acting with others, having an account or accounts where the accumulated Trading Benefits from other offers or promotions in the account is greater than the amount which could have been accumulated if the Client and such others had complied with the terms and conditions of this Offer and such other offers or promotions based on the specific offer(s) or promotion(s) in which the Client has participated or is participating;
  - e) the Client hedging his positions including, without limitation, by holding open position(s) on the opposite of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with the Company) or externally (using other trading accounts held with other brokers).

## 5. Acknowledgment/ Acceptance

- 5.1. All of the present Terms and Conditions are essential and binding and by depositing funds in the trading account under this offer the client acknowledges that he/she has read,

understood and unconditionally accepted and agreed to be bound by the present Terms and Conditions and/or any additional special conditions relating to a specific Trading Benefit as the case may be, to be found on the Company's website at <http://www.earn.eu/>.

## **6. Jurisdiction**

- 6.1. All present Terms and Conditions of Trading Benefits are governed by the Laws of the Republic of Cyprus and in case of a dispute which cannot be resolved by mutual agreement are subject to the exclusive jurisdiction of the District Courts of the Republic of Cyprus.