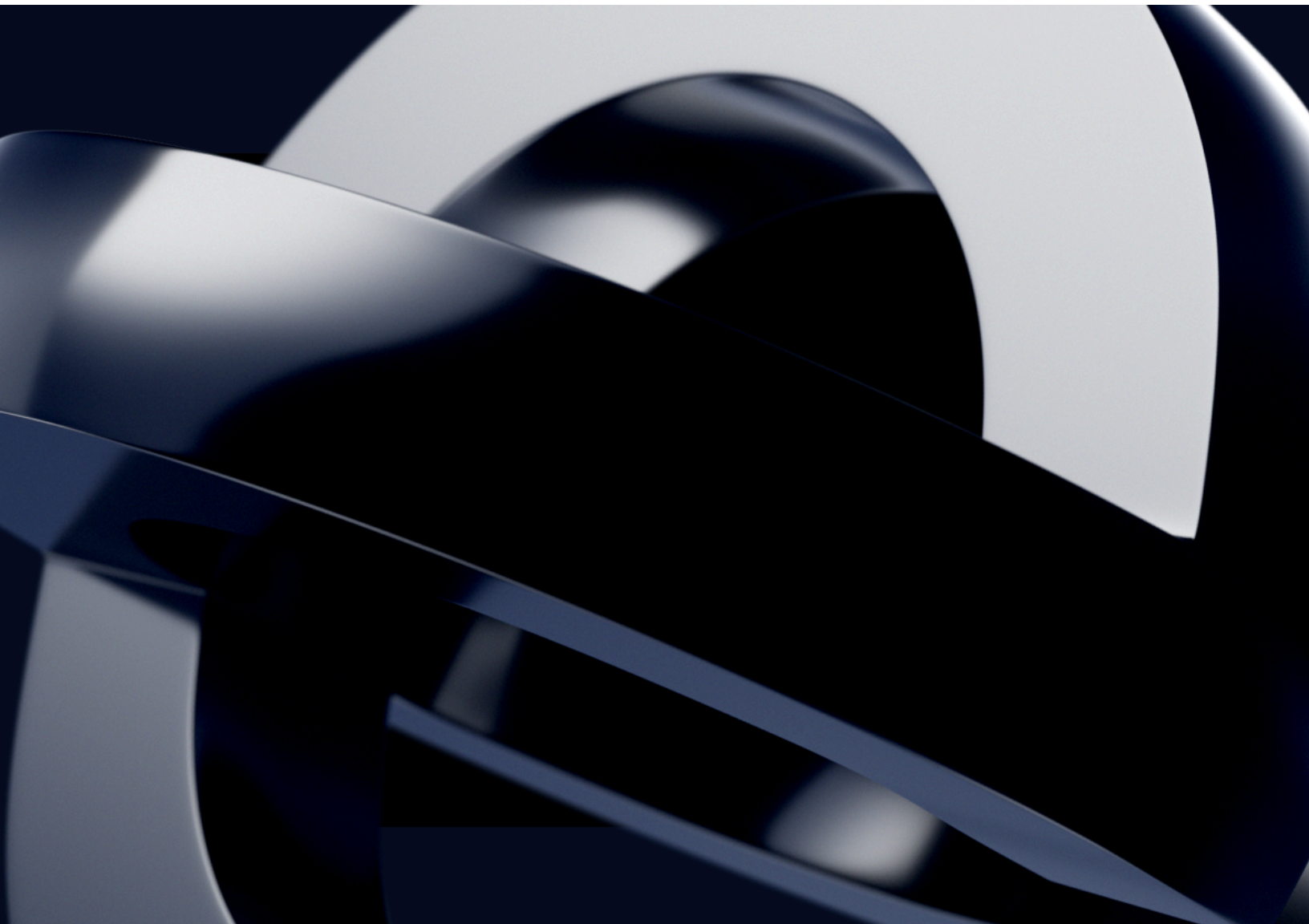


exness

Premier Program Terms and Conditions

Exness (KE) Limited (CMA License Number 162),
The Courtyard, 2nd Floor, General Mathenge Road, P.O. Box 66107
00100 Westlands District, Nairobi, Kenya
www.exness.ke | support@exness.com



1. Exness, through **Exness (KE) Limited** a company registered in Kenya with registration number PVT-LRUDJJB (hereinafter referred to as “Exness” or “the Company”) offers a Premier Program (the “Program” or the “Premier Program”) which is a membership type loyalty program offered by the Company to selected clients (hereinafter “Client(s)” or “You” or “Member(s)”). For the avoidance of doubt, the relevant Exness counterparty in the Client Agreement is your counterparty for the present Terms and Conditions.

2. Please read these Terms and Conditions and ensure you understand the qualification requirements, Premier Benefits and Rewards (hereinafter “Benefits”).

3. By participating in the Program, you agree to be bound by the current Terms and Conditions as well as the Client Agreement and General Business Terms which are available on our website at exness.com.

4. Premier Program membership is offered at the discretion of Exness and eligibility for participation to the program may not be available to Clients that reside in certain territories. The Company may refuse to offer membership to any client at its absolute discretion.

5. Members of the Program will be categorized into tiers for the Premier Program calendar quarters in accordance with paragraphs 7 and 6 respectively. Qualification and entitlement to one of the Premier tiers (Preferred, Elite, Signature) depends on the following two criteria: (1) the lifetime amount of the deposits (in USD) made by each Client from the point of registration of his/her Personal Area¹; and, (2) the total sum of trading volume (in USD)² calculated for each calendar quarter in accordance with paragraph 7 of the present terms. For the avoidance of doubt, only one Personal Area will be taken into consideration for the calculation of lifetime deposits and trading volumes.

6. Premier Program calendar quarters are as follows:

Quarter 1 – from the first day of January until the last day of March

¹ The calculation of lifetime deposits excludes all internal transfers

² Trading volume calculations are limited to open and/or closed orders

Quarter 2 – from the first day of April until the last day of June

Quarter 3 – from the first day of July until the last day of September

Quarter 4 – from the first day of October until the last day of December

7. Tier qualification/ requalification happens on the first day of the new quarter. The total lifetime deposits made up until the first day of the new quarter and the sum of the trading volume for the previous (finished) quarter are used to calculate a Client's tier.

The qualification criteria for each tier are as follows:

Tier	Premier Preferred	Premier Elite	Premier Signature
Total lifetime deposits	20,000 USD	50,000 USD	100,000 USD
Trading volume per quarter	50 mln USD	100 mln USD	200 mln USD

8. When a Client meets the qualification criteria for a specific tier based on results from the previous quarter, that tier status will be applied for the duration of the new quarter. At the beginning of the next (following) quarter, a Client can requalify and remain in the same tier, downgrade, upgrade or lose the Premier Program membership for that quarter.

9. Clients will receive a notification from Exness confirming their tier for the new quarter. Clients can also check their current membership information in the Personal Area on Exness website or in the Exness Trader Mobile app.

10. Clients cannot have multiple Premier Program memberships simultaneously. In the event that the same Client qualifies for various Premier tiers based on the qualification from different Personal Areas, only the Personal Area with the highest Premier tier will be selected for participating in the program.

11. Premier Program tiers may be changed or revoked at any time at Exness' absolute discretion.
12. Premier Program benefits and rewards can only be used by the Client for the duration of a Client's qualification for a specific tier and may be found on <https://www.exness.ke/premier-program/>. Should the Client not requalify for any of Premier Program tiers, benefits and rewards will no longer be available.
13. Benefits may be provided by Exness and/or third parties. Premier Program benefits and rewards are not redeemable for cash, refundable or exchangeable. Benefits cannot be purchased by, sold to, bartered or otherwise transferred to other persons. Exness reserves the right to change Premier Program benefits and rewards at any time. Exness will not be responsible in any way for the benefits/services provided by third parties. Exness reserves the right to discontinue relationships with Premier Program third parties at any time without notice to the Clients.
14. From time to time Exness may run exclusive campaigns and activities that are open to Premier Program members only. Specific Terms and Conditions of such initiatives will be communicated separately.
15. All Members hereby expressly consent and grant permission to Exness to use the Member's first name, country of residence, performance data and testimonials for publication on any of Exness' websites and also for Exness marketing objectives.
16. A Client may terminate his/her Premier Program membership anytime by sending an email to customer support at premier@exness.com, stating that they no longer wish to be a Member of the Premier Program. Moreover the following are amongst the reasons for termination of your Membership to the Program:
 - a. Violation of any laws and/or applicable regulations and/or the current Terms and Conditions or any other terms and conditions of Exness including without limitation Client Agreement, Partnership Agreement, Bonus Terms & Conditions and campaigns/contests /program Terms and Conditions;

- b. The Member acts in bad faith and/or abusively and/or fraudulently and/or in a manner not in line with the Premier Program'

17. Exness reserves the right at any time at its absolute discretion to terminate the Premier Program. Should this happen, Exness will notify Premier Program Members in writing five (5) working days in advance.

18. Any termination in accordance with paragraphs 16 and 17 above, will result in a loss of all membership benefits and rewards.

19. Exness processes personal information in order to offer the Premier Program and may, for this purpose, disclose such information to third parties, including, but not limited to, hotel and travel agents, event organizers and regulatory or local authorities, upon request. Exness may, unless otherwise advised, use and publish the information for promotional and marketing purposes. Such information may be derived from email, telephone or any other channel of communication.

20. Exness reserves the right at its sole discretion to amend, suspend, cancel or terminate the Premier Program, any of the benefits, and these Terms and Conditions at any time without bearing any responsibility or liability in this regard.

21. Except for any liability that cannot be excluded by law, Exness (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Exness's control); (b) any theft, unauthorized access or third party interference; (c) any variation in benefit/prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by the Client; or (e) use of a benefit including attendance at events included as part of the prize.

22. These Terms and Conditions are made in English and any other language translation is provided as a convenience only. In the event of any inconsistency or discrepancy between the English text and its translation in any other language, the English text shall prevail.