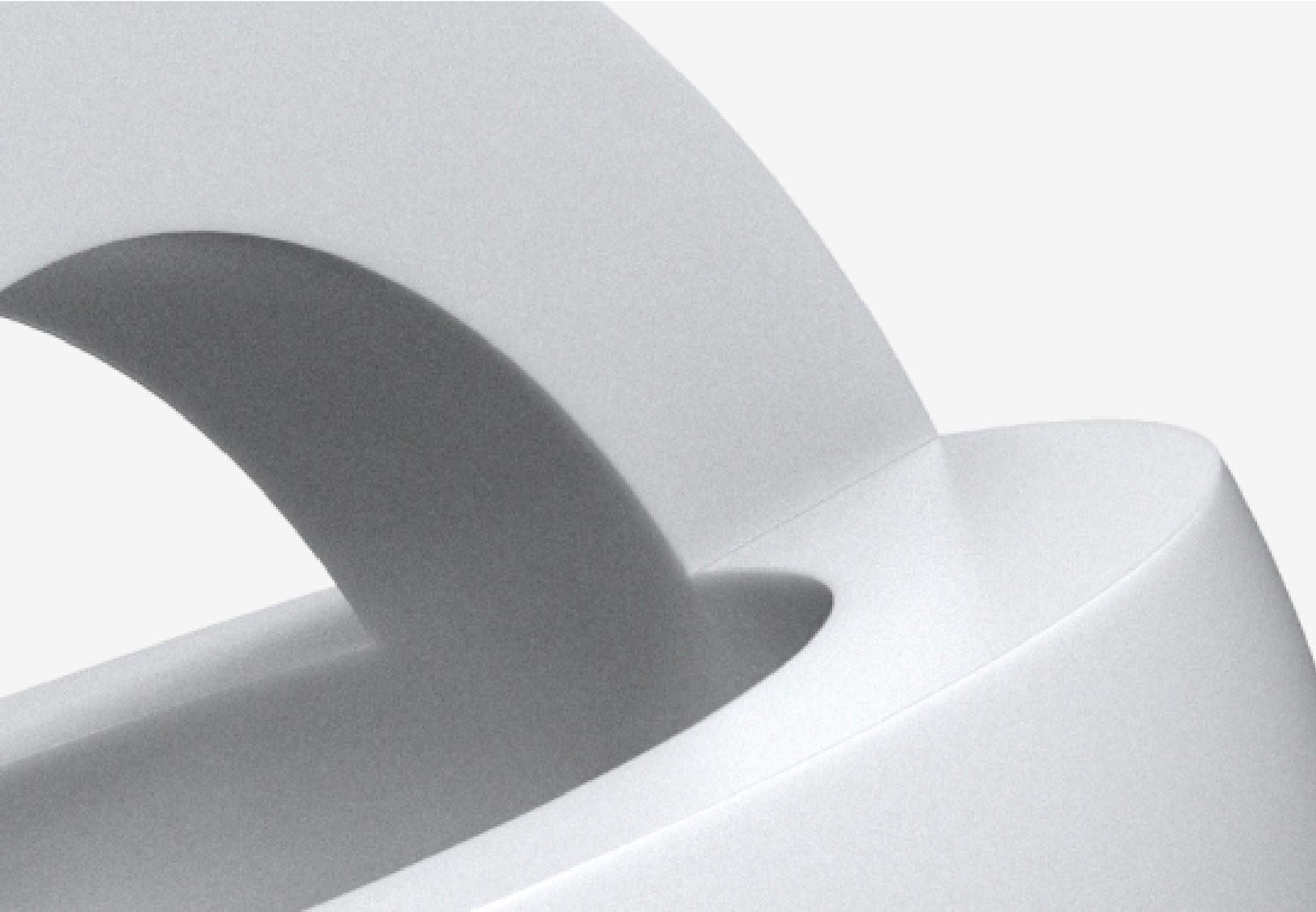


exness

# Credit/Bonus 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](http://www.exness.ke) | [support@exness.com](mailto:support@exness.com)



The Company reserves the right to offer various Credit Programs to its Clients from time to time. These Credit Programs may be limited to only certain jurisdictions or countries, specific account types, or based on other criteria. Thus, you should always refer back to this document, which stipulates the general terms and conditions applicable to all of the Credit Programs offered by the Company, as well as the special conditions and characteristics of certain Credit Programs. The terms Credit(s) or Bonus(es) may be used interchangeably in both the legal documentation as well as within the interfaces of the Company.

**1.** These Terms and Conditions apply to Exness (KE) Limited ("the Company") and its Clients (legal entities or individuals) who have active trading accounts and have been granted a Credit (hereinafter "the Client" or "you").

**2.** Read these Terms and Conditions carefully before registering for any Credit Programs or accepting any Credit offered by the Company, and be sure that you agree with them. These Terms and Conditions may be amended in the same way as the Company's Client Agreement, found at [www.exness.ke](http://www.exness.ke).

**3.** The Company offers various types of Credit Programs from time to time. Each of them has different characteristics, criteria, and requirements that must be met in order for you to be able to get a Credit. We strongly recommend that you read the characteristics of each Credit Program and make sure you understand and agree with them. The Credit Programs are not mandatory. They are optional and you can request to disable this service anytime.

**4.** The Credit Programs offered by the Company will be open to Kenyan citizens and residing in Kenya. The Company reserves the right to determine the list of countries participating in Credit Programs. Thus, not all Credit Programs may be available to some countries and some countries may not have any Credit Programs available to them.

**5.** The decision whether to grant a Credit/Bonus to a Client is at the Company's sole discretion. For specific Credit Programs offered by the Company, Credit/Bonus is granted to selected clients in the form of direct deposit to the trading account.

- 6.** Once a Credit/Bonus has been granted, the Client may use it for trading in accordance with the Company's Client Agreement. Once Credit/Bonus has been granted under the Cash Credit Program, the client may use it for trading or withdraw it in accordance with the Client Agreement. Profits made after trading with Credit/Bonus can be withdrawn.
- 7.** The Company reserves the right to close the Client's trades if there are no funds available for withdrawal in the Trading Account (i.e. only the Credit/Bonus is left in the Trading Account).
- 8.** The Company reserves the right to cancel the opening of new positions if there are no funds available for withdrawal in the Trading Account (i.e. only the Credit/Bonus is left in the Trading Account).
- 9.** The Credit/Bonus may not be transferred to any other Trading Account except in specific cases determined by the Company and after notification of the Client. Without prejudice to the preceding, the Company may, when the client is participating in a Credit Program, permit the client to transfer Credit/Bonus between his/her trading accounts within his Personal Area.
- 10.** If you have several Trading Accounts with the Company, each Trading Account shall be treated separately. Thus, you may receive a Credit/Bonus in each of them if the conditions for receiving the Credit/Bonus are satisfied for each Account. The relevant Credit/Bonus will be credited to the specific Trading Account participating in a specific Credit Program.
- 11.** The Credit/Bonus is credited in the Base Currency of the Trading Account.
- 12.** The Client cannot fully withdraw all his funds from the Trading Account and trade only with the Credit/Bonus, unless the Client participates in the Cash Credit and/or Promotional Credit Program(s). Save in the case where the Client participates in the Cash Credit and/or Promotional Credit Program(s), if the Client withdraws all his funds from the Trading Account, the Credit/Bonus will be deducted from the Trading Account.

## Withdrawal of the Credit/Bonus and Cancellation of Credit Programs

- 13.** Credit/Bonus funds can be deducted from the Trading Account at any time without prior notification of the Client, at the Company's sole discretion.
- 14.** The Company reserves the right at its sole discretion to cancel Credit Programs and deduct Credits that have been granted, without cause or prior notification of the Client.
- 15.** The Company reserves the right to cancel Credit Programs and/or deduct Credit/Bonuses that have been granted and/or close the Client's Account, if the Company believes that the Client abused any of the Company's offers, breached the Client Agreement, or is in Default as per the Client Agreement.
- 16.** Without prejudice to paragraph 14 above, limits may be imposed on the period in which Credit/Bonuses that have been granted must be used to avoid expiration.

## Calculation of a Credit/Bonus offered as a percentage of the Net Deposit

- 17.** The Company may calculate the Credit/Bonus of Credit Programs as a percentage of the Net Deposit.
- 18.** The Net Deposit is the difference between the amount of funds deposited in the Trading Account and the amount of funds withdrawn from the Trading Account. A Credit/Bonus that depends on the size of the Net Deposit is calculated using the following formula:

("Funds deposited" – "Funds withdrawn") x "percentage of Credit/Bonus i.e. %"

## Calculation of Credit/Bonus offered based on Trading Volume

19. Under some Credit Programs offered by the Company, the Credit/Bonus is calculated based on the Trading Volume of the Trading Account per full completed lots.

20. A Credit/Bonus that depends on trading volume is calculated using the following formula:

"Credit/Bonus" = "lots" x "Credit/Bonus amount per lot for particular instrument"\*

21. The Credit/Bonus is recalculated for crediting every 4 hours.

22. Let's say we have a Credit program with the following conditions:

**Credit/Bonus size for Group 1** (AUDCAD, EURUSD, USDCHF, USDJPY, GBPUSD, USDCAD, AUDCHF, EURCHF, CHFJPY, EURCAD, XAUUSD, XAUGBP, XAUEUR): 2 USD

**Credit/Bonus size for Group 2** (AUDUSD, GBPAUD, EURGBP, AUDJPY, EURAUD, USDRUB, AUDNZD, EURNZD, CADJPY, CADCHF): 5 USD

**Credit/Bonus size for Group 3** (EURJPY, GBPJPY, GBPCHF, AUDGBP): 8 USD

**Credit/Bonus size for Group 4** (XAGUSD, XAGAUD, XAGEUR, XAGGBP): 16 USD

**Volume for Credit/Bonus crediting:** 1 lot

### Example 1

A Client closes an order of 2.1 lots EURUSD

He receives a Credit/Bonus of  $2 \times 2 \text{ USD} = 4 \text{ USD}$

For 0.1 lot we don't credit a Credit/Bonus, because only round lots are counted for calculation; volumes under 1 lot must be accumulated until they reach a complete lot before the Credit/Bonus can be credited.

After this, the Client closes 0.9 lot USDJPY

USDJPY is from the same group as EURUSD, where we had 0.1 lot left with no Credit/Bonus crediting, therefore:

$0.1 + 0.9 = 1 \text{ lot} \times 2 \text{ USD} = 2 \text{ USD}$

### Example 2

A Client closes an order of 5 lots USDCAD and 1 lot EURJPY

Credit/Bonus is  $5 \times 2 \text{ USD} + 1 \times 8 \text{ USD} = 18 \text{ USD}$

## Calculation of Cash Credit and Promotional Credit

**23.** Under some Credits Programs offered by the Company from time to time, the amount of Credit/Bonus that may be credited to the Client's trading account is determined at the Company's sole discretion. In such Credit Programs, if the Credit/Bonus is not used (no trades performed using the credit) before the expiration date, it will be annulled and debited from the Trading Account upon its expiration. On the contrary, and without prejudice to paragraphs 14 and 16 above, if Credit/Bonus is used (at least one trade is performed using the Credit) before the expiration date, it will remain on the Trading Account for an indefinite period of time until it is fully replenished.

## Credit Compensation

**24.** Under some Credit Programs offered by the Company, the amount of Credit/Bonus that can be credited to the Trading Account may be limited by the Credit Compensation. The Credit Compensation is the amount of Credit/Bonus lost as a result of losing trades. A Trading Account cannot have a Credit/Bonus if the Credit Compensation is greater than the amount of Credit/Bonus calculated in accordance with the Net Deposit.

### Example 1

Client activates the Credit/Bonus of 10% for his Trading Account. The Client's Net Deposit is equal to 1,000 USD and the amount of Credit/Bonus credited is equal to 100 USD. He makes a series of losing trades, losing 1,100 USD. The amount of Credit Compensation becomes 100 USD.

After that, he deposits 500 USD. The Credit/Bonus will be calculated as follows:  $((1,500 - 0) / 100) \times 10 = 150$  USD. Considering the Credit Compensation amount, the size of Credit/Bonus would be:  $150 - 100 = 50$  USD. Thus, the Credit/Bonus of 50 USD will be automatically credited to the Trading Account.

### Example 2

The Client subsequently makes a series of profitable trades, gaining 200 USD. His Balance is 700 USD plus the Credit/Bonus of 50 USD as in Example 1. He withdraws a total of 600 USD (subject to any limitations associated with the type of Trading Account and/or the Client Agreement, and less any fees).

In this case, Credit/Bonus will be recalculated in accordance with the changed Net Deposit value:  $((1,500 - 600) / 100) \times 10 = 90$  USD. Considering the Credit Compensation amount, the size of Credit/Bonus would be:  $90 - 100 = -10$  USD. Thus, the Trading Account will not be credited with any Credit/Bonus, since the Credit Compensation is greater than the amount of Credit/Bonus calculated in accordance to the Net Deposit.

**25.** For these types of Credits/Bonuses, the size of the Credit/Bonus is dynamically recalculated based on the difference between the amount of funds deposited and the amount of funds withdrawn. In other words, as the Net Deposit changes the Credit/Bonus is also adjusted either up or down.

**26.** The recalculated Credit/Bonus is reflected in the Trading Account no later than 4 hours after the last transaction or deposit/withdrawal. However, the Credit/Bonus amount may not be updated until the next day if the last transaction was performed at the end of the day.

**27.** Examples of determining the size of a Credit/Bonus of 10% of Net Deposit:

### Example 1

The Client deposits 1,000 USD to his Trading Account (and total withdrawals amount to 0 USD). The Credit/Bonus will be calculated as follows:  $((1,000 - 0) / 100) \times 10 = 100$  USD.

Therefore, the Company will automatically credit the Credit/Bonus of 100 US dollars to the Trading Account as soon as the deposit is made.

**Example 2**

The Client deposits 1,000 USD to his Trading Account and receives a Credit/Bonus of 100 USD as in Example 1.

He subsequently withdraws a total of 700 USD from the Trading Account in accordance with the Client Agreement.

The size of the Credit/Bonus would be:  $((1,000 - 700) / 100) \times 10 = 30$  USD.

The Company recalculates the Credit/Bonus, which will be reduced to 30 USD (100 USD - 30 USD = 70 USD). Thus, 70 USD will be deducted from the Credit/Bonus.

**Example 3**

The Client deposits 1,000 USD to his Trading Account and receives a Credit/Bonus of 100 USD as in Example 1.

He subsequently makes a series of profitable trades, gaining 1,000 USD. His balance is 2,000 USD plus the Credit/Bonus of 100 USD. He withdraws a total of 1,200 USD (subject to any limitations associated with the type of his Trading Account and/or the Client Agreement and less any fees).

In this case the Credit/Bonus will be deducted, because the amount of the funds withdrawn is greater than the amount of the funds deposited:  $((1,000 - 1,200) / 100) \times 10 = -20$ .

Thus, a Trading Account cannot have a Credit/Bonus while the amount of funds withdrawn is greater than the funds deposited.

The Credit/Bonus can only be used for trading and cannot be withdrawn unless this is specifically provided for by the conditions of certain Credit Programs.

**Example 4**

The Client deposits 1,000 USD to his Trading Account and receives a Credit/Bonus of 100 USD as in Example 1.

He subsequently makes a series of profitable trades, gaining a total of 100 USD in profit. His Balance is 1,100 USD plus a Credit/Bonus of 100 USD. He cannot withdraw the entire amount of 1,200 USD. The

Client can withdraw only up to his Balance of 1,100 USD (subject to any limitations associated with his type of Trading Account and/or the Client Agreement and less any fees). In this case the Credit of 100 USD will be deducted as it described in Example 3.

Please note that the Client cannot fully withdraw all the funds from his Trading Account and trade only with the Credit/Bonus. If the Client withdraws all of the funds from his Trading Account, the Credit/Bonus will be deducted. The Credit/Bonus can only be used for trading purposes and cannot be withdrawn unless this is specifically provided for by the conditions of certain Credit Programs.

### **Example 5**

The Client deposits 1,000 USD to his Trading Account and receives a Credit/Bonus of 100 USD as in Example 1.

He subsequently makes a series of trades with losses totaling 500 USD. His Balance is 500 USD with a Credit/Bonus of 100 USD. The Client may withdraw his Balance of 500 USD (subject to any limitations associated with his type of Trading Account and/or the Client Agreement and less any fees). The Credit/Bonus of 100 USD cannot be withdrawn and shall be deducted.

Please note that the Client cannot fully withdraw all of the funds from his Trading Account and trade only with the Credit/Bonus. If the Client withdraws all of the funds from his Trading Account, the Credit/Bonus will be deducted. The Credit/Bonus can only be used for trading purposes and cannot be withdrawn unless this is specifically provided for by the conditions of certain Credit Programs.

## Calculation of a Credit/Bonus offered in the form of a specific number of grams of gold, depending on the Net Deposit

**28.** Under some Credit Programs offered by the Company from time to time, the Credit/Bonus might be calculated in the form of a specific number of grams of gold, depending on the Net Deposit.

**29.** Net Deposit is the difference between the amount of funds deposited in the Trading Account and the amount of funds withdrawn from the Trading Account.

**30.** The amount of Credit/Bonus in grams of gold is calculated using the following formula: ("sum of funds deposited" - "sum of funds withdrawn") / 1,000) x "number of grams of gold".

**31.** For these types of Credit/Bonuses, the size of the Credit/Bonus is dynamically recalculated based on the difference between the amount of funds deposited and the amount of funds withdrawn. In other words, as the Net Deposit changes the Credit/Bonus is also adjusted either up or down.

**32.** The Credit/Bonus is reflected in the Trading Account no later than 4 hours after the last transaction or deposit/withdrawal. However, the Credit/Bonus amount may not be updated until the next day if the last transaction was performed at the end of the day.

**33.** Examples of determining the size of the Credit/Bonus for a Credit/Bonus of 5 grams of gold, which is equivalent to 233.12 USD (the cost of 1 gram of gold is calculated using the following formula: current spot price - XAUUSD exchange rate / 31.1. Here we use XAUUSD = 1,450.000 to calculate the exchange rate. Accordingly, the price of 1 gram of gold is 46.62 USD:

#### Example 1

The Client deposits 1,000 USD to his Trading Account (and total withdrawals amount to 0 USD). Then Credit/Bonus is calculated as follows:

$$((1,000 - 0)/1,000) \times 5 = 5 \text{ grams of gold} = 233.12 \text{ USD.}$$

Therefore, the Company will add an additional 233.12 USD to the Trading Account.

#### Example 2

The Client deposits 1,000 USD to his Trading Account and then withdraws a total of 700 USD. The size of the Credit/Bonus is calculated as follows:

$$((1,000 - 700)/1,000) \times 5 = 0.3 \times 5 = 1.5 \text{ grams of gold} = 69.93 \text{ USD.}$$

The actual amount of the Credit/Bonus for the Trading Account would be reduced to 69.93 USD and thus 163.19 USD will be deducted from the Credit/Bonus (233.12 USD - 69.93 USD = 163.19 USD).

**Example 3**

The Client deposits 1,000 USD to his Trading Account, makes a series of profitable trades, and then withdraws a total of 1,200 USD. In this case the Credit/Bonus is deducted, because the amount of funds withdrawn is higher than the amount of funds deposited:  $((1,000 - 1,200)/1000) \times 5 = -1$ .

The Trading Account cannot have a Credit/Bonus while the amount of funds withdrawn is greater than the amount of funds deposited. Please note that the Credit/Bonus cannot be withdrawn from the Client's Account. It may only be used for trading unless this is specifically provided for by the conditions of certain Credit Programs.

## Withdrawal of Credit/Bonus

**34.** The total amount of Credit/Bonus that can be withdrawn (if doing so is allowed) shall be in accordance with the conditions of a particular Credit Program.

**35.** Under some Credit Programs as determined by the Company from time to time, the Credit/Bonus can never be withdrawn but may only be used for trading.

## Severability

**36.** If any part of these Terms and Conditions should be held by any Court of competent jurisdiction and regarded as unenforceable or illegal or in contravention to any rule, regulation or Law of any Market or Regulator, that part shall be deemed to have been excluded from these Terms and Conditions from the beginning, and these Terms and Conditions shall be interpreted and enforced as though the provision had never been included. The legality and enforceability of the remaining provisions of these Terms and Conditions or the legality, validity and enforceability of this provision relative to the law and/or regulations of any other jurisdiction, shall not be affected.

## Law and Jurisdiction

**37.** All disputes and controversies arising out of or in connection with these Terms and Conditions shall be finally settled in the same jurisdiction as per the Client Agreement.

**38.** These Terms and Conditions are governed by the Laws of the same jurisdiction as per the Client Agreement.

## Complaints

**39.** You may send complaints via [support@exness.com](mailto:support@exness.com).

## Warning

**40.** The Credit/Bonus gives you extra trading leverage. Nevertheless, we recommend that you exercise caution when trading with Credit/Bonus leverage. The Credit/Bonus may be attractive, but we warn you that there is a risk of loss. Your trading orders and invested capital may experience both profits and losses.

**41.** These Terms and Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between the original English text and its translation into any other language, as the case may be, the original version shall prevail.

\*Please note that the Credit/Bonus is calculated in USD and then converted to the Client's account currency.