## Australia "Become a PRO" Promotion

- You agree that by participating in the City Index professional client promotion (the
  "Promotion") you will be bound by these terms and conditions (the "Promotion Terms") as
  well as the general terms and conditions (including any supplemental terms) that apply to
  your account (as identified above) ("Our Terms"). Capitalised terms and expressions used in
  these Promotion Terms shall have the same meaning as in Our Terms unless specified
  otherwise in the Promotion Terms.
- 2. The Promotion is offered by City Index ("City Index", "we", "our" or "us") in accordance with these Promotion Terms. City Index is a trading name of StoneX Financial Pty Ltd, a company incorporated under the laws of Australia and having its address at Suite 7.03, Level 7, 25 Bligh St, Sydney NSW 2000 (ACN 141 774 727, AFSL 345646).
- 3. Subject to paragraph 19 below, to be eligible to participate in the Promotion, you must:
  - a) be over eighteen (18) years of age;
  - b) be a new, non-existing client and open an active City Index Australia trading account during the Promotion Period;
  - c) be approved by City Index as a wholesale client having a "Professional Account" (as defined in chapter 7 of the Corporations Act (Cth) 2001) during the Promotion Period; and
  - d) opt in to this Promotion via the claim link in an email sent to you when you are approved in accordance with paragraph 3c) above.
  - Any client who satisfies all of the criteria above shall be deemed a "Qualifying Client".
- 4. The "Promotion Period" commences on 19th October 2020 and will cease on 29 March 2021. You must meet the conditions set out in paragraph 3 above within three months of the date you were approved as a wholesale client for a Professional Account to be eligible to participate in the Promotion.
- 5. A Qualifying Client who meets the criteria set out in paragraph 3 above during the Promotion Period will be eligible to receive trading credit up to the value of AUD\$10,000 (the "Bonus"), one free 1-year All Access subscription to the Wall Street Journal and one free 6-month Premium subscription to Trading View. On meeting the criteria, a Qualifying Client will be sent an email containing unique access codes to the Wall Street Journal and Trading View subscriptions to the email address we hold on record for the Qualifying Client.
- 6. AUD\$2,000 of the Bonus will be allocated to a Qualifying Client's account when such Qualifying Client deposits at least AUD\$5,000 in his/her account during the Promotion Period. The balance of the Bonus (up to AUD\$8,000) shall be calculated in accordance with these Promotion Terms and allocated to the Qualifying Client's account when the Trading Requirement (as defined below) is met.
- 7. The first part of the Bonus (AUD\$2,000) shall remain as trading credit and shall not be converted to cash or withdrawn until the Trading Requirement is met. Subject to the Trading

Requirement having been met in accordance with these Promotion Terms and the balance of the Bonus having been allocated to the Qualifying Client's account, the entire Bonus will then be available to be converted to cash or withdrawn. This part of the Bonus will be credited to the Qualifying Client's account within three (3) business days of the Trading Requirement being met.

- 8. We will credit the relevant portion of the Bonus to a Qualifying Client's account within three (3) business days of a Qualifying Client meeting the relevant requirement set out in paragraph 6 above.
- 9. If a Qualifying Client does not meet the Trading Requirement within three months of the date of approval as a wholesale client for a Professional Account, the AUD\$2,000 trading credit shall be removed from the Qualifying Client's account. If such removal causes the Qualifying Client's account to fall below the Margin Close Out Level (as such term is defined in Our Terms) we shall, in our discretion, take such actions as are set out in Our Terms.
- 10. If, at the time the Trading Requirement is met, the Qualifying Client's account has a negative balance, the amount of the Bonus payable shall be reduced by the amount of the negative balance. By way of example only, if, at the time the Trading Requirement is met, the Qualifying Client's Account has a negative balance of AUD\$4,000, the Qualifying Client will be entitled to receive a further AUD\$6,000 in total by way of Bonus.
- 11. For the purposes of these Promotion Terms:

"Equity CFD Trades" means open trades relating to CFD equities (excluding US shares) on the Qualifying Client's Account to a total nominal value of USD \$8,000,000 on the City Index platform;

"Cryptocurrency CFD Trades" means open trades on the Qualifying Client's Account on cryptocurrencies to a total nominal value of USD \$8,000,000 on the City Index platform;

"Other CFD Trades" means open trades on the Qualifying Client's Account on FX, indices, bonds, commodities, metals, interest rates or options to a minimum notional value of USD \$75,000,000 available on the City Index platform; and

"Trading Requirement" means a minimum of 20 Equity CFD Trades, 20 Cryptocurrency CFD Trades or 20 Other CFD Trades.

- 12. The Promotion is strictly limited to one (1) Bonus, one (1) access code to the Wall Street Journal and one (1) access code to Trading View per Qualifying Client and it is available to self-directed Qualifying Clients only. Managed accounts and accounts referred by an introducing broker are not eligible to participate in the Promotion.
- 13. This Promotion shall not be applicable in conjunction with any other offer or Promotion offered by us. Qualifying Clients shall not be entitled to participate in any other Promotion during the Promotion Period.
- 14. Your account must be open and not the subject of any dispute with us or in default on the date the Bonus or any part of it becomes payable in accordance with these Promotion

- Terms. Failure to comply with these Promotion Terms shall result in a loss of your entitlement (if any) to a Bonus (or any part thereof) pursuant to this Promotion.
- 15. Qualifying Clients should read these Promotion Terms carefully, as well as Our Terms and the risk warnings contained therein. Under no circumstances will we be liable for any losses that a Qualifying Client may incur as a result of trading on their account(s) using the Bonus, the material on the Wall Street Journal or Trading View (or any part thereof) or otherwise. This Promotion is not intended to change any Qualifying Client's risk preferences or investment strategies and we accept no responsibility for the same.
- 16. The Wall Street Journal Subscription and the Trading View Subscription are subject to separate terms and conditions and policies as notified to the Qualifying Client by Wall Street Journal and Trading View, which do not form part of these Promotional Terms. We are not responsible or liable for any matter relating to the Qualifying Client or any third parties accessing or using the Wall Street Journal Subscription and the Trading View Subscription.
- 17. The materials on Wall Street Journal and Trading View reflect the views or recommendations of third parties which do not necessarily reflect the views of City Index, nor indicate a commitment to a particular course of action.
- 18. Notwithstanding any other provision of these Promotion Terms, we shall have the sole discretion to determine your eligibility under these Promotion Terms, including, without limitation, whether or not you are a Qualifying Client. We have the right not to accept a Qualifying Client for any reason or without reason as we shall determine in our sole discretion.
- 19. Our employees or other producers or suppliers associated with this Promotion, their advertising, printing and publicity agencies, and their immediate family members (i.e. any person residing in the household of the aforementioned people) will not be eligible to participate in the Promotion.
- 20. In the event that a person takes part in this Promotion who does not meet the qualifying criteria set out in these Promotion Terms, we reserve the right, without prejudice to any other rights under these Promotion Terms or Our Terms, to immediately remove the Promotion from the applicable account, including, without limitation, removing any credit applied to the account. In addition, we reserve the right at our sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the promotion, or who breaches the Promotion Terms or Our Terms.
- 21. We reserve the right to alter, amend or terminate this Promotion, or any aspect of it, at any time and without prior notice. We may make changes to these Promotion Terms by posting the modified terms on our website. We recommend you revisit these Promotion Terms regularly, and by your continued use of our services you accept any such modified terms.
- 22. Any dispute or situation not covered by these Promotion Terms will be resolved by our management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all entrants. No correspondence will be entered into.

- 23. If these Promotion Terms are translated into a language other than English, then the English version of the Promotion Terms shall prevail where there is an inconsistency.
- 24. A currency conversion (determined by StoneX Financial Pty Ltd.) will be applied to all accounts not trading in an AUD base currency.
- 25. If any term of these Promotion Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 26. This Promotion will be governed by the laws of New South Wales, Australia, and the federal courts of Australia and the courts of the state of New South Wales shall have exclusive jurisdiction over any matter or dispute arising from this Promotion.