

REFER A FRIEND RAFFLE TERMS AND CONDITIONS

FXPesa is introducing the Refer a Friend Raffle for its clients.

Subject to the terms and conditions of the Refer a Friend Raffle, clients of FXPesa may have the chance to receive grand prizes and weekly prizes which include trading credit on their accounts. To receive the prizes, 1 referral will count as 1 raffle ticket and winners will be selected.

Clients will have the opportunity to Refer a Friend from 00:01am on 22nd October 2021 until 11:59am on 3rd December 2021.

To opt-in, clients must send an SMS with the word “**Friend**” to 40184 to obtain a referral link, refer their friend using the link, the referred friend opens and funds their account.

Clients participating in this Refer a Friend Raffle should understand and agree to these terms and conditions. A copy of these Terms may be obtained from the Website or by emailing support@fxpesa.com.

1. Introduction

- 1.1 The Promoter hereby introduces a refer a friend promotion for Approved Existing Clients (the **Promotion**) that will remain in effect until cancelled or revoked by the Promoter in accordance with the terms herein (the **Promotion Period**)
- 1.2 Participation in the Promotion is automatic for all Approved Existing Clients. Approved Existing Clients are deemed to have agreed to participate in the Promotion and be bound by these Terms and Conditions (the **Terms**).
- 1.3 The Approved Existing Client acknowledges that it is the Approved Existing Client's responsibility to ensure that it has read and understood these Terms and, where necessary, has obtained independent advice. A copy of these Terms may be obtained from the Website or by emailing support@fxpesa.com.
- 1.4 The Promotion constitutes, exclusively, a promotional scheme, and these Terms may be amended from time to time, or terminated, at the Promoter's sole discretion. Amendments may be published on the Website and the Approved Existing Client may also be notified by email.

2. Definitions and Interpretation

Definitions

- 2.1 In these Terms, unless the context otherwise requires, the following definitions apply:

Account means a Digital Brokerage trading account for financial products maintained by the Promoter in the name of a person that can be accessed through the Website;

Approved Existing Client means an existing client of the Promoter, with an active Account, that has been approved to participate in the Promotion. An Approved Existing Client will not be an Introducing Broker.

Calendar Day – all days of the week including weekends and public holidays designated by the Government of Kenya

Digital Brokerage means the online digital brokerage platform maintained and operated by the Promoter that enables persons to open an Account;

Eligibility Criteria has the meaning ascribed to it in Clause **Error! Reference source not found.**;

FXPesa is the registered brand and trademark of EGM Securities Limited (referred to herein as the "Promoter") under the Kenyan Industrial Property Institute;

Introduced Client means a person that satisfies the Eligibility Criteria;

Product means either Forex or metals;

Promoter means EGM Securities Limited, a company incorporated with limited liability under and in accordance with the laws of the Republic of Kenya, with company registration number PVT-AAAAFF7, authorised and regulated by the Capital Markets Authority of Kenya, with its registered address at 12th Floor, Tower 2, Delta Corner Towers, Waiyaki Way, Westlands, Nairobi, Kenya;

Promotion Period has the meaning ascribed to it in clause The Promoter hereby introduces a refer a friend promotion for Approved Existing Clients (the **Promotion**) that will remain in effect until cancelled or revoked by the Promoter in accordance with the terms herein (the **Promotion Period**);

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

Website means www.fxpesa.com and any other websites that may be operated by the Promoter, from time to time.

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 and words importing any gender include every gender;
- (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. Introduced Clients – Eligibility Criteria

For the purposes of the Promotion, a person will be deemed an Introduced Client of an Approved Existing Client, if that person satisfies all the following criteria:

- (a) the Approved Existing Client has referred a person to the Promoter who has never registered or applied for a live trading account with the Promoter; and
- (b) that person has:
 - i. registered for an Account with the Promoter using the personal URL link of the Approved Existing Client;
 - ii. satisfied Account opening requirements through submission of all relevant information required; and
 - iii. funded the Account,

in each case, during the Promotion Period

(collectively, the **Eligibility Criteria**).

- (c) The Approved Existing Client acknowledges that FXPesa and the Promoter have the sole discretion to determine whether an Introduced Client has never had an Account with FXPesa or the Promoter and reserves the right to cancel, disregard, rescind or otherwise remove any Refer a Friend Raffle entry regarding an Introduced Client deemed to be already existing in FXPesa or the Promoter's Approved Clients database.

4. Promotion Terms

4.1 Every Approved Existing Client will be entered to participate in the Promotion.

- 4.2 For the duration of the Promotion Period, for every Introduced Client that is referred to the Promoter by an Approved Existing Client, 1 Raffle ticket will be issued to the Approved Existing Client.
- 4.3 The Approved Existing Client is entitled to one (1) Raffle ticket per Introduced Client. The Raffle ticket will be issued to the Approved Existing Client within one (1) Business Day of the Introduced Client satisfying the Eligibility Criteria.
- 4.4 The Raffle ticket cannot be transferred to any other person, Account holder or Account.

5. Refer a Friend Raffle Prizes

- 5.1 Winners of the Refer a Friend raffle will be selected based on the most active referrer.
- 5.2 Prizes will be awarded as set out in the Table below:

Title(s)	Prizes
Weekly Prizes (for 6 weeks)	<ul style="list-style-type: none"> • \$50 (Approx. Kes.5,000) trading credit to one Approved Existing Client each week
Grand Prize: 1st Place	<ul style="list-style-type: none"> • Laptop worth Kes. 100,000, • \$100 (Approx. Kes. 10,000) trading credit and; • Kes.5,000 airtime.
Grand Prize: 2nd Place	<ul style="list-style-type: none"> • Phone worth Kes. 60,000, • \$50(Approx. Kes.5,000) trading credit and; • Kes. 2,500 airtime.
Grand Prize: 3rd Place	<ul style="list-style-type: none"> • Phone worth Kes. 40,000 and; • Kes. 2,000 airtime.

- 5.3 Prizes are non-transferable, not exchangeable, and not redeemable for cash or other prizes.
- 5.4 Winners who obtain trading credit will be subject to the following conditions:
- The trading credit prize will only serve as margin to allow the Approved Existing Client(s) to continue trading on FXPesa;
 - The Approved Existing Client must meet a minimum trading volume requirement of USD 1.5 million notional value within 2 calendar months (starting from the date the account was credited with the trading credit amount) before the trading credit can be converted and transferred into account balance and become available for withdrawal;
 - If the Approved Client does not meet the minimum trading volume in 5.4 b), FXPesa and the Promoter will deem that the trading credit has been forfeited and proceed to remove the trading credit from the Account;
 - For the avoidance of doubt, once the trading credit has been credited to the Approved Existing Client(s) account, it cannot be withdrawn whether partially or in full unless the minimum trading requirement in 5.4 b) is satisfied;
 - When the Approved Client(s) meets the minimum trading requirement in 5.4 b), FXPesa or the Promoter will convert the trading credit from credit to cash within 5 working days;
 - FXPesa and the Promoter shall not be liable for any loss whether direct or indirect linked to the Approved Client(s) failure or inability to access or use the trading credit within the stipulated period in 5.4 b).

6. Product and period

- 6.1 Information regarding the Promotion may be provided from time to time by the Promoter in e-mails, internet pop-up notifications, on the Website or other media that the Promoter may use to communicate.
- 6.2 A copy of these terms and conditions may be obtained from the Website and enquiries relating to Competition may be communicated by email at support@fxpesa.com.

7. Risk disclosure

By participating in this Competition, the Approved Client acknowledges that it understands, and has disclosed the following to any Introduced Client:

- a) trading in financial products (including Forex and CFD's) entails significant risk and participation in the Competition should not be undertaken unless a person is fully aware of and understands the risks involved in trading;
- b) the Competition constitutes, exclusively, a promotional scheme and should not be relied upon as a motivating factor or relevant consideration when trading in financial products (including Forex and CFD's);
- c) the Promoter does not in any way guarantee profitability on an Account and will not be liable for losses incurred by any person; and
- d) the Approved Client has read and understood the full Risk Disclosure of the Promoter accessible on the Website.

8. Intellectual Property Rights

All intellectual property rights in relation to the Competition, any advertising material issued by or on behalf of the Promoter, 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 the Promoter and the Approved Client will have no rights to use, distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing.

9. Privacy and data protection

The Promoter complies with the Data Protection Act, No. 24 of 2019, Laws of Kenya and holds all data the Approved Client provides to the Promoter as private. As a data subject, the Approved Client is entitled to be informed on the use of its data, access copies of its personal data in the Promoter's possession, correct and delete any misleading information. By agreeing to these terms and conditions, the Approved Client freely gives consent to the transmittal of its personal data (or has obtained consent from individuals working on its behalf) in order to ensure the level of protection of individuals afforded by the Data Protection Act, No. 24 of 2019, Laws of Kenya. To help the Promoter process or analyse this information as part of the provision of services to the Approved Client, the Approved Client agrees that the Promoter may pass information about the Approved Client which has been provided by the Approved Client to the Promoter, to any entity which is directly or indirectly controlled or owned by the Promoter, any entity which directly or indirectly controls or owns the Promoter, and any entity which is under common control with the Promoter. The Promoter may transfer personal data where the organisation receiving the personal data (data processor) has provided adequate safeguards to protect the personal data.

10. Liability

To the maximum extent permitted by applicable law, the Promoter hereby excludes all liability arising out of or in connection with participation in the Competition, including liability for any loss or damage or loss of reward, as a result of technical difficulties, service interruptions or otherwise.

11. Withdrawal from the Competition

The Approved Existing Client may withdraw their participation in the Competition at any time by providing notice to support@fxpesa.com. Withdrawal from the Competition will be effective from the date of such notice.

12. General terms

- 12.1 The Promoter may amend and / or terminate the Competition, as a whole or for an Approved Existing Client, at any time, in its sole discretion, without prior notice or approval of the Approved Existing Client. Such termination of the Promotion will be notified to the Approved Existing Client.

- 12.2 The Promoter may amend the terms and conditions at any time, at its sole discretion, without prior notice or approval of the Approved Existing Client. Should the Approved Existing Client have any comments on the amendments, the Approved Existing Client may notify the Promoter of such comments at: support@fxpesa.com which the Promoter will attempt to resolve. Where the Approved Existing Client's comments are not resolved, the Promotion for such Approved Existing Client will be deemed to be terminated. The Approved Existing Client's consent shall be deemed granted where no comment is received within 7 Business Days of any amendment to these terms and conditions.
- 12.3 If a provision of these terms and conditions is rendered unenforceable, the remaining terms and conditions will continue to subsist and must be interpreted to give way to the original commercial intent of the Promoter and the Approved Existing Client.
- 12.4 The Approved Existing Client may not assign or transfer any of its rights or obligations under these terms and conditions. The Promoter may assign or transfer its rights or obligations under these terms and conditions without consent from the Approved Existing Client.
- 12.5 Without prejudice to the Promoter's right to assign its rights and obligations as stipulated in Clause 12.4, 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 terms and conditions against the Promoter.
- 12.6 The Promoter's failure to enforce a right under these terms and conditions will not be considered a waiver of such right, and any waiver by the Promoter of a right will not be considered a waiver of a future right.
- 12.7 A complaint or disagreement arising out of or in connection to the Promotion can be referred to the Promoter's compliance team who will resolve the matter in the manner the compliance team deems fair. A decision taken by the Promoter's compliance team will be considered final and binding.
- 12.8 These terms and conditions 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.