

## TERMS AND CONDITIONS FOR IGUS INTRODUCTION BONUS PROMOTION

The following Terms and Conditions ("Terms") apply to the IGUS Introduction Bonus Promotion ("Promotion"), sponsored by IG US LLC ("IGUS"), a Commodity Futures Trading Commission (CFTC) registered retail foreign exchange dealer, introducing broker, and a member of the National Futures Association ("NFA") (NFA #0509630) with its primary address: 200 West Jackson Boulevard, Suite 1450, Chicago, IL 60606 and contact details: 1-312-981-0500 and [helpdesk.us@ig.com](mailto:helpdesk.us@ig.com). The effective date of the Promotion is October 23, 2020 ("Effective Date"). The Promotion, which was originally scheduled to run through November 30, 2020, has been extended through November 30, 2021, unless terminated earlier in accordance with the Terms. By participating in the Promotion, the participant agrees to be bound by these Terms.

1. A participant will only be entitled to an IGUS Bonus if the eligibility requirements set forth herein are met.
2. **Promotion eligibility requirements.**
  - 2.1 Eligible participants must meet all IGUS criteria to open a forex trading account, and complete all required documentation and identity checks.
  - 2.2 Eligible participants must hold an active personal forex trading account with IGUS, which is able to be funded and traded, prior to the Termination of Promotion.
  - 2.3 Only personal IGUS account holders are eligible - joint accounts, legal entity accounts and accounts which have a Power of Attorney in force will not be eligible for the Bonus.
  - 2.4 Eligible participants must:
    - 2.4.1 Access the North American Derivatives Exchange, Inc. ("Nadex") membership application via the participant's MyIG account, or other authorized IGUS link to the Nadex website;
    - 2.4.2 Complete and submit the Nadex membership application and any additional documentation requested to complete the application process on or after the Effective Date;
    - 2.4.3 Successfully open a Nadex account and become a Nadex member;
    - 2.4.4 Successfully fund the Nadex account with an initial deposit of \$500, which must occur in a single transaction, on or after the Effective Date;
    - 2.4.5 Execute at least one trade (of any size) on the Nadex platform **no later than the close of business on trade date November 30, 2021**, subject to section 4.
  - 2.5 All Nadex and IGUS accounts are subject to standard account opening criteria and are subject to certain jurisdictional restrictions, therefore not all applicants will be successful in their application for an IGUS or Nadex account.
3. **Bonus.**
  - 3.1 If the participant completes all eligibility requirements and is not otherwise declared ineligible or disqualified under these Terms, the participant will receive a \$250 Bonus, which will be deposited into the participant's IGUS trading account.
  - 3.2 IGUS will apply the Bonus to the participant's account within 45 days of meeting all eligibility requirements set forth in Section 2 of these Terms.
  - 3.3 Only one Bonus will be paid per person, regardless of how many accounts are opened.
4. **Termination of Promotion.** Unless terminated earlier pursuant to this section, the Promotion is scheduled to terminate on November 30, 2021. All Promotion requirements must be met by November 30, 2021, and no participant will be entitled to an IGUS Bonus payment after this date. IGUS reserves the right to extend or terminate the Promotion earlier in its discretion. In the event IGUS decides to end the Promotion early, IGUS will provide notice of the early termination date one month in advance on the IG.com/US website.

**5. Ineligibility and Disqualification.**

- 5.1 An initial deposit which does not clear and/or is returned by Nadex's bank for any reason will not be considered successful, and the participant will be disqualified from the Promotion. A participant who has received an IGUS Bonus based on an initial deposit which later fails to clear will be required to return the IGUS Bonus.
- 5.2 A participant who is the subject of an open Nadex or IGUS compliance investigation or review, or who has a suspended Nadex or IGUS account for any compliance or financial reason is not eligible for participation in the Promotion, unless and until the compliance investigation or review has been concluded either without disciplinary action or in the participant's favor, or the compliance or financial suspension has been satisfactorily remedied or resolved at the sole discretion of the relevant Nadex or IGUS Compliance or Treasury Department. Neither Nadex nor IGUS is responsible for any delay in the participant meeting the requirements of the Promotion as the result of a compliance investigation or review, or compliance or financial suspension.
- 5.3 Any participant who is determined to have provided false or fraudulent information to Nadex will be disqualified from the Promotion and required to return the IGUS Bonus.
- 5.4 Current Nadex Members, Authorized Traders, and individuals and entities which have a pending application as of the Effective Date are not eligible to participate in the Promotion.
- 5.5 A participant who previously held an individual or entity account and Membership at Nadex which was closed or terminated for any reason is not eligible to participate in the Promotion.
- 5.6 Employees of Nadex or IGUS, their affiliates, subsidiaries, officers or employees; employees or officers of any IG Group entity, and immediate family members and persons living in the same household as the foregoing are not eligible to participate in the Promotion.
- 5.7 IGUS may revoke or withdraw the Promotion from participants who abuse the spirit or intention of the Promotion in IGUS's sole discretion. Any participant(s) found to have abused the Promotion may be required to return the IGUS Bonus.
- 5.8 In the event a participant is required to return the IGUS Bonus under these Terms, IGUS may debit the IGUS Bonus from the participant's IGUS account. In the event a participant is required to return the IGUS Bonus but does not have sufficient funds in the participant's IGUS account, the debit amount may be submitted to a third-party collection agency.

**6. Disclaimer.**

- 6.1 Neither Nadex nor IGUS is in any way responsible or liable for a participant's inability to satisfy the eligibility requirements of the Promotion or ability to access the Nadex application, access the participant's Nadex or IGUS account, or trade as the result of any technical malfunction of the Internet, the Nadex or IGUS System, or the participant's own computing system. Participants accept all risks associated with transacting and trading over the Internet, mobile applications, and downloadable software.
- 6.2 Neither Nadex nor IGUS is in any way responsible or liable for any losses incurred by a participant as a result of any trading activity in the participant's Nadex or IGUS account. In particular, TRADING FOREIGN EXCHANGE ON MARGIN CARRIES A HIGH LEVEL OF RISK, and may not be suitable for all investors. Before deciding to trade foreign exchange you should carefully consider your investment objectives, level of experience, and risk appetite. Such trading could result in a loss of some or all of the initial investment and nobody should invest money that he or she cannot afford to lose.

**7. Other Terms.**

- 7.1 Nadex is a CFTC registered designated contract market and derivatives clearing organization, located at 200 West Jackson Blvd., Suite 1400, Chicago, Illinois 60606.
- 7.2 IGUS and Nadex are members of the IG Group.
- 7.3 All dollar values described herein are USD.
- 7.4 All IGUS withdrawal requirements, including anti-money laundering procedures as necessary, must be met before a withdrawal can be made.
- 7.5 In the event a violation of these Terms may constitute a violation of the Nadex Rules, Nadex Membership Agreement, IGUS Customer Agreement, or any relevant Commodity Futures Trading Commission ("CFTC") or National Futures Association ("NFA") rule or regulation, the participant may be subject to a formal investigation and disciplinary action by Nadex and/or IGUS, which may result in membership expulsion, if applicable, and account termination, and/or referred to the relevant regulatory body.
- 7.6 IGUS may modify the Promotion, and/or amend these Terms at any time. In the event the Promotion or these Terms are amended IGUS will post notice of the changes on the IG.com/US website.
- 7.7 IGUS is the sole arbiter of the Promotion, these Terms and any other issues arising under this Promotion. Exceptions to these Terms are at the sole discretion of IGUS and shall be final.
- 7.8 Any dispute or situation not covered by these Terms, will be resolved by IGUS in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties.
- 7.9 If at any time all or any part of any provision of these Terms are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Terms or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Terms.
- 7.10 These Terms shall be governed by and construed in accordance with the laws of the State of Illinois.