

## **Reward Program Terms and Conditions**

The following terms of service govern participation in the referral and account deposit promotional programs (collectively, the “**Reward Programs**”) currently offered by LEX Markets Corp. and its affiliates (collectively, “**LEX**”).

By participating in a Reward Program, you agree to the terms for such Reward Program described under Program Details below, as well as the General Terms and Conditions below, which apply to all Reward Programs. You may use your specific referral link in accordance with the terms and conditions applicable to such Reward Program.

### **Program Details**

#### ***Referred Accounts Rewards.***

You may use your specific referral link to refer up to 10 friends and family members per day (up to 50 per month). Please allow up to 2 business days from the time the referred individual has successfully opened and funded an account with a minimum deposit of at least \$500 (“**Initial Deposit**”) on [www.lex-markets.com](http://www.lex-markets.com) (“**Site**”) to receive your Referred Accounts Reward of \$50. This Referred Accounts Reward shall be in the form of a cash credit to your account on the Site. The person you are referring must (i) not already have an account with LEX on the Site and (ii) maintain the Initial Deposit (less any market losses) at LEX for at least 365 days (“**Minimum Duration**”).

This Referred Accounts Reward offer is not transferable. The referred account must be funded within 30 days from the date of referral to receive your reward.

#### ***Deposit Bonus Rewards.***

From time to time, LEX may run account deposit bonus campaigns (the “**Campaigns**”) on the Site whereby LEX may offer cash bonus rewards (“**Deposit Bonus Rewards**”) in exchange for Qualifying Net Deposits in your account with LEX. The eligibility criteria for earning Deposit Bonus Rewards under the Campaigns require you to meet certain Qualifying Net Deposit thresholds (each, a “**Threshold**”), which must be exceeded and maintained to earn the applicable Deposit Bonus Reward. The Campaigns may be applicable only to your first deposit the first time you open an account on the Site or to any deposit in your account. As an illustrative example, a Campaign may offer a \$100 Deposit Bonus Reward on a deposit Threshold of \$10,000, which is only applicable to your first deposit. Details of each active Campaign shall be available in the “Your Bonuses” section of the Site.

Qualifying Net Deposits are calculated as deposits made in your account minus cash or asset withdrawals that are transferred out of the Site. When granted a Deposit Bonus Reward, you must maintain the Qualifying Net Deposit amount (less any market losses) at LEX for at least the Minimum Duration.

Failure to maintain an Initial Deposit or a Qualifying Net Deposit for the Minimum Duration shall result in LEX revoking the Referred Accounts Reward or Deposit Bonus Reward, as applicable, by charging

back to your account the applicable reward associated with such non-qualifying deposit. This could result in your account having a negative balance, which represents your payment obligation to LEX.

Employees, contractors, or persons similarly associated with LEX, their respective spouses, and employees of any securities regulatory organization or exchange are not eligible. Other restrictions may apply.

### **General Terms and Conditions**

The Reward Programs are not valid for internal transfers. Taxes related to Reward Programs are your responsibility. Promotional items and cash received during the calendar year will be included on your consolidated Form 1099-MISC. We limit one offer per qualified referral. The offer is available to U.S. residents only. LEX reserves the right to restrict or revoke the Reward Programs at any time. Reward Programs are not offers or solicitations in any jurisdiction where LEX is not authorized to do business.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE REFERRAL PROGRAM OFFERS ARE PROVIDED “*AS IS*” WITHOUT ANY REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IF YOU HAVE MANDATORY RIGHTS AS A CONSUMER IN THE STATE IN WHICH YOU ARE RESIDENT THAT CANNOT BE WAIVED, NOTHING IN THESE TERMS WILL AFFECT THOSE MANDATORY CONSUMER RIGHTS.

By participating, participants agree to defend, indemnify, release and hold harmless LEX and its respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “***Released Parties***”), from and against any liability, loss, claims or causes of action arising out of participation in the Reward Programs, including, but not limited to: (a) unauthorized intervention; (b) technical, printing, hardware, software, mobile, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet or ISP availability, unauthorized human intervention, traffic congestion or failed, incomplete, garbled, jumbled or delayed computer or mobile transmissions which may limit one’s ability to participate in the Referral Program; (c) errors in the administration of the Referral Program; (d) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Referral Program; or (e) the awarding, receipt and/or use or misuse of any benefit of the Reward Programs. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Reward Programs and in no event shall the Released Parties be liable for attorney’s fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. The Released Parties shall not be liable for failure to provide the benefits under the Referral Program, by reason of any acts of God, any action or request by any governmental or quasi-governmental entity (whether or not valid), or any other activity or action, including epidemics or pandemics, that is beyond any of the Released Parties’ control. You agree to indemnify, defend and hold the LEX, its officers, Released Parties harmless from and against any and all third-party claims, demands, liabilities, costs or

expenses, including attorney's fees and costs, arising from, or related to any breach of any of these Terms or any violation of applicable law.

Unless the applicable law provides otherwise, as a condition of participating in a Referral Program, you and LEX agree that the following disputes, claims, and causes of action shall be resolved individually, without resort to any form of class action, by binding and confidential arbitration:

Any and all disputes, claims, and causes of action arising out of or related to a Referral Program, including any dispute, claim, or cause of action relating to bonus or awarded pursuant to a Referral Program; and

Any and all disputes, claims, and causes of action arising out of or related to the interpretation or application of this arbitration provision, including the enforceability, revocability, scope, or validity of this arbitration provision.

Such Arbitration shall be administered by Judicial Arbitration and Mediation Services ("**JAMS**") To the extent permitted by law, the prevailing party in any action to enforce this arbitration provision shall be entitled to its reasonable attorneys' fees and costs. You agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern the terms of the Referral Program and any dispute, claim, or cause of action arising out of or related to Referral Program, except to the extent governed by United States federal law

You cannot refer yourself, create multiple, fictitious or fake accounts with LEX, or use automated means, "spam" or otherwise use batch emails or advertising or marketing communications in order to claim benefits under the Referral Program. In such cases, LEX reserves the right to: (i) terminate and/or close your account(s); (ii) prohibit you from participating in any Referral Program. Any decision LEX makes relating to termination or suspension of your participation in the Referral Program shall be final and binding in all respects. LEX reserves the right to review, investigate, and disqualify anyone from participation in the Reward Programs at any time, and reserves the right to not honor any referral which in our sole discretion was solicited in a manner inconsistent with the spirit or terms and conditions of a Referral Program.

Consult with your tax advisor about the appropriate tax treatment for the Reward Programs and any tax implications associated with receipt of benefits. Any related taxes are your responsibility. The bonus awards will be reported on your Form 1099-INT or equivalent.

LEX reserves the right to cancel, modify, suspend and/or terminate the Referral Program or to change these General Terms and Conditions or any benefit under a Referral Program at any time in its sole discretion without notice.

LEX's [Terms of Use](#) and [Privacy Policy](#) are applicable.

