



## **TERMS AND CONDITIONS FOR NADEX TEMPORARY FREE TRADING INCENTIVE PROGRAM**

The following Terms and Conditions pertain to the Nadex Temporary Free Trading Incentive Program (the “Program”) which was originally self-certified with the Commodity Futures Trading commission in filing number 20150831(1) submitted on August 31, 2015, and amended on January 7, 2016 with an implementation date no earlier than January 25, 2016. Notice of the amendments was posted on the Notices Page of the Nadex website in No. 705.010716. The amended terms herein are only applicable to qualifying Members who have made an initial funding on or after the implementation date of the amended terms. Members enrolled in the Program under the original terms will remain subject to the original terms.

1. The Program is only available to Nadex Members.
2. Eligible participants in the Program must meet all Membership requirements as set forth in Rule 3.1 and the Membership Agreement, provide all supporting documentation requested by Nadex, and be approved for Membership before being enrolled in the Program.
3. Eligible participants must have an open account that is able to accept an initial deposit on or after the effective date of the Program. Members who funded their accounts prior to the effective date of the program, or who previously had a funded account which was subsequently terminated, are not eligible for the Program.
4. The number of free Trading Days granted will correspond to the amount of the Member’s initial deposit, and is set forth in the table below.

<b>Initial Deposit</b>	<b>No. Free Days</b>
\$250 - \$499	3
\$500 - \$999	6
\$1,000 - \$2,999	9
\$3,000 - \$9,999	12
\$10,000 or more	15

5. Multiple free Trading Days will be applied consecutively.
6. A Trading Day as defined by the Nadex Rules is “the regular trading session on any given calendar date and the evening session, if any, on the immediately preceding calendar date.” A regular Trading Day is from 6:00pm ET to 5:00pm ET the following calendar day each day from Sunday through Thursday, and 6:00pm Thursday evening to 4:15pm ET on Friday. The shortening of trading hours during a Trading Day due to a holiday or other Exchange event will be considered a full Trading Day for purposes of the Program. In the event the Exchange is closed for the **entire** Trading Day due to a holiday or other Exchange event, that Trading Day will not be treated as one of the Member’s free Trading Days.
7. Members acknowledge and agree that Nadex is in no way responsible or liable for any effect on the Member’s ability to trade caused by any technical malfunction of the Internet, the Nadex

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- System, or the Member's own computing system. Member accepts full risk associated with trading over the Internet, mobile applications, and downloadable software.
8. Once a Member's free Trading Days have commenced in conjunction with that Member's first order submission, the Member will not be granted additional free Trading Days, or any fraction thereof, as the result of the Member's inability to submit orders, whether the inability is the result of a system error on the Exchange side or an issue with the Member's Internet service provider, hardware, or software.
  9. The Member's allotted free Trading Day(s) will commence on the trade date of the Member's first order after successful initial funding is submitted to the Exchange, **not** the date of the initial funding.
  10. In the event the Member makes an initial deposit which subsequently fails to clear for any reason, the Exchange may hold the Member responsible for all trading and settlement fees that would have been charged to the Member's account had the Member not been enrolled in the Program, and may debit that amount from the Member's available cash balance. No free Trading Days will be re-allotted to a Member who received those days as the result of an initial deposit which did not clear.
  11. The allotted free Trading Day(s) will be deemed to have commenced at the start of the Trading Day on which the first order was submitted to the Exchange, regardless of the time during the Trading Day that the order was submitted. For example, if a Member is granted one free Trading Day and his first order is submitted at 4:30pm ET, that Member's free Trading Day will end at 5:00pm ET that same day, even though the Member would have only received free trading and settlement fees for 30 minutes before the Trading Day ended.
  12. The free Trading Day(s) will commence when the Member's first order is submitted to the Exchange, regardless of whether the order is matched and traded or not.
  13. Any order or executed trade that is carried over from a free Trading Day to a non-free Trading Day (the first Trading Day following the Member's last allotted free Trading Day under the Program) **will** incur the settlement fee set forth in the Fee Schedule if that contract settles in-the-money.
  14. A Member enrolled in the Program whose initial deposit was made via ACH is subject to the limitations of the terms of real-time account funding ("RTAF"). The Member will only be able to enter orders and trades up to the value of RTAF granted until that Member's deposit clears, regardless of whether the Member uses the entire amount of available RTAF prior to the end of his free Trading Days period. The Member will not be granted additional free Trading Days, and no free Trading Days will be rescheduled due to the Member's inability to enter trades as the result of unavailable RTAF or pending funds.
  15. In the event it is reasonably suspected that a Member enrolled in the Program has intentionally engaged in conduct that would manipulate or otherwise circumvent the terms of this Program,



that Member's activity will be reviewed by the Nadex Compliance Department for potential violation of Rule 5.19(i) or other applicable Exchange Rule as determined by the Compliance Department. Any formal action taken by the Exchange will be governed by the Rules in Chapter 9 of the Nadex Rulebook. Any adverse decision against the Member may result in the Member being held responsible for all trading and settlement fees that would have been charged to the Member's account had the Member not been enrolled in the Program, and other disciplinary sanctions as appropriate and recommended by the Compliance Department.

16. Member's Fee Schedule will revert to the regular Fee Schedule as set forth on the Nadex website automatically at the end of the free Trading Days period.
17. Member may not trade on behalf of any other person or entity.
18. Free Trading Days are not transferrable to *any* other account.
19. A Member may not enroll in the Program twice, such as by initially opening an individual account and subsequently opening an entity account, or a new individual account.
20. All Members are required to comply with the Nadex Rules, Terms of Use, and terms of the Membership Agreement.
21. Nadex may modify the Program, and/or amend these Terms at any time. In the event the Program or these Terms are amended Nadex will post notice of the changes on the Notices section of its website.
22. Nadex may terminate this Program at any time. In the event this Program is terminated, Nadex will post a notice on the Notices section of its website. Termination of the Program will prevent accounts making an initial deposit from acquiring free Trading Days, however, those accounts that have already been allotted free Trading Days will retain those days until used in accordance with these Terms.