

**REFER A FRIEND
TERMS & CONDITIONS**



Refer a Friend program is available to all new and existing direct clients who want to share their FairMarkets trading experience with their friends who qualify as wholesale clients under the *Corporations Act 2001* (Cth). A bonus amount up to \$5,000 will be added to both referrer and referred account when the referred friend fulfils the minimum trading requirements.

1. ORGANISATION

Fairmarkets is an Australian financial services company holding AFS License 424122 allowing it to provide general advice, deal in, and make a market in derivatives and foreign exchange contracts.

2. PARTICIPANTS

- a. All new and existing direct clients can benefit from this offer by referring a friend.
- b. Referred friend cannot be an IB client or under Money Managers.
- c. Refer a Friend request needs to be approved by FairMarkets.

3. ELIGIBILITY

- a. This program is only available to wholesale clients holding a Pro Account with Fairmarkets. Please see Schedule 1 for eligibility to a Pro Account.
- b. If an eligible client has been disqualified from the offer for any reason, he/she cannot apply for the program again.

4. RESTRICTION

- a. No staff members, and/or their relatives, of Fairmarkets International or any associated company, may take part in this program.
- b. If the referred friend is immediate family member of the referrer, already has an account with FairMarkets or has been referred by someone else then the account of referred friend will be invalid.

5. MECHANISM OF THE PROMOTION

a. The referrer and referral reward varies according to the referred friend’s trading volume.

Referred Friend’s Deposit	Your Referred Friend’s Trades (Standard Round Trip Lots)	You’ll Each Receive (AUD)
\$5,000	Index: 1,000 Lots Or Commodities: 250 lots Or FX: 250 lots	Wealth Test: \$2,000 each Sophisticated Investor Test: \$1,000
\$15,000	Index: 2,000 Lots Or Commodities: 500 lots Or FX: 500 lots	Wealth Test: \$5,000 each Sophisticated Investor Test: \$2,500

b. FairMarkets will pay the referrer and referred friend \$2,000 if the referred friend meets the wealth test, has deposited a minimum of \$5,000 AND has traded at least 1,000 index lots, OR 250 Commodity lots OR 250 FX lotswithin **two (2) months** of their account being opened and \$5,000 being deposited.

c. FairMarkets will pay the referrer and referred friend \$1,000 if the referred friend meets the sophisticated investor test, has deposited a minimum of \$5,000 AND has traded at least 1,000 index lots, OR 250 Commodity lots OR 250 FX lotswithin **two (2) months** of their account being opened.

d. FairMarkets will pay the referrer and referred friend \$5,000 if the referred friend meets the wealth test, has deposited a minimum of \$15,000 AND has traded at least 2,000 index lots, OR 500 Commodity lots OR 500 FX lotswithin **two (2) months** of their account being opened.

e. FairMarkets will pay the referrer and referred friend \$2,500 if the referred friend meets the sophisticated investor test, has deposited a minimum of \$15,000 AND has traded at least 2,000 index lots, OR 400 Commodity lots OR 200 FX lotswithin **two (2) months** of their account being opened.

f. One “effective lot” shall mean 1 (one) lot traded round turn on FairMarkets trading platform.

g. The term round-turn means a closed position. This doesn’t include a fully hedged position where a client may be long and short of the same market.

h. Only closed positions more than two minutes will be taken into consideration while calculating trading volume.

i. Illegal trading positions will not be taken into consideration while calculating trading volume.

- j. Open trades will not be included into the calculation of trading volume.
- k. Bonus will be paid to the referrer and referred friend's account within 5 (five) business days after referred friend meets the trading volume requirement.



7. FURTHER CONDITION

- a. FairMarkets reserves the right to withhold any payment if it believes that some form of collusion has occurred.
- b. FairMarkets reserves the right to amend, cancel or restrict this offer to any applicant or customer.
- c. If FairMarkets detects that a client has abused the terms of this program, FairMarkets reserves the right to terminate the client access to the services provided by FairMarkets.
- d. FairMarkets reserves the right to modify or change any of the terms and conditions of this program without client's consent.

8. Miscellaneous

- a. This agreement shall have no effect on the operation of other account held by the Client (if any) with Fairmarkets.
- b. Assignment. The Client cannot assign or transfer this Agreement or its rights under this Agreement without the written consent of Fairmarkets.
- c. Severance. If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.
- d. Entire agreement. This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.
- e. Governing Law. This Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts.



Schedule 1

What are the eligibility criteria for the Pro Account?

To experience the advantages of being a Pro, you can meet the qualifying criterias mentioned below.

The Pro account
Wealth Test*

Criteria 1
Minimum net assets of AUD \$2.5 million***

OR

Criteria 2
Minimum gross income AUD\$250,000 for each of the last two years***

If you satisfy these criteria, it's simple:

- ✓ Go to [Open a Live Account](#).
- ✓ Email support@fair.markets with the subject line Sophisticated Investor.
- ✓ Game, set & match

The Pro account
Sophisticated Investor Test**

Criteria 1
Demonstrate your knowledge by completing our short online Knowledge Quiz.

AND

Criteria 2
You've traded leveraged FX or CFDs 20 times per quarter for at least four quarters in the preceding two years with a notional value of AUD\$50,000 or more.

OR
Work or have worked in the financial sector for at least one year in a professional position that requires knowledge of FX or CFDs

If you satisfy these criteria, it's simple:

- ✓ Go to [Open a Live Account](#).
- ✓ Email support@fair.markets with the subject line Sophisticated Investor.
- ✓ Game, set & match

* An eligible client that meets the requirements of the Sophisticated Investor test is someone who we believe has the previous experience that allows them to assess:

** Clients that qualify as being treated as wholesale clients pursuant to section 761G(7)(c) of the Corporations Act 2001.

*** Accountants certificate - 2-year expiry

- The merits of the product or service; and.
- The value of the product or service; and
- Retail negative balance protection.
- The client's own information needs; and.
- The adequacy of the information given by the licensee; and.
- Requests that FairMarkets Trading Pty Ltd considers my experience for the purposes of becoming a Sophisticated Investor as defined under 761GA Corporations Act 2001 (Cth) ('the Act').

Becoming a Pro has its downsides, as you will lose certain client protections.

However, as a FairMarkets Pro, you will be exempt from the following restrictions:

- Lower leverage restrictions for retail clients.
- Margin close-out of all positions at 50%
- Retail negative balance protection
- You will not receive disclosure information that needs to be given to retail clients such as our FSG and PDS

Our Internal Dispute Resolution process is not required to be accessible to you under the Corporation Act as a wholesale client, but we'll still make this service available to you.