

REFER AN ACE TERMS AND CONDITIONS



Last Updated
11 May

2022

This Agreement is made between:

1. Fairmarkets Trading Pty Ltd **ACN 159 166 739** of Level 25, 88 Phillip Street, SYDNEY NSW 2000 (“**Fairmarkets**”); and
2. Clients provided with Bonus Credits through the refer an Ace promotion (“**the Client**”)(together, the “**Parties**”).

SUBJECT TO CONTRACT

Background

- a. Fairmarkets is an Australian Financial Services Licensee, allowing it to provide general financial advice, deal in, and make a market in derivatives and foreign exchange contracts to retail and wholesale clients.
- b. The Client is a person holding an Ace account (“**the Account**”) with Fairmarkets.
- c. The Client has or will refer a Prospective Client (the “**Referred**”) to Fairmarkets.
- d. Fairmarkets will provide the Client with a Credit Bonus on the terms of this Agreement.

AGREEMENT

1. For the avoidance of doubt, all monetary figures are denominated in AUD.
2. The Client agrees to refer a Referred to Fairmarkets.
3. The Client may refer multiple Referred parties and receive multiple Ace Bonus or Supercharged Ace Bonuses. Each Referred party will be considered a separate contract for the purposes of completion and payment.
4. Fairmarkets offers to credit the Client through the Account the amount specified by Item 1 of Schedule 1 (the “**Ace Bonus**”) upon the following conditions being met:
 - a. The Referred qualifies as wholesale or sophisticated investor and opens an ‘Ace’ Account;
 - b. The Referred deposits an amount equal to or greater than Item 2 of Schedule 1 (the “**Minimum Deposit**”); and
 - c. The Referred trades an amount equal to or greater than Item 1 of Schedule 2 (the “**Minimum Volume**”) within 90 days of opening their account.
5. Fairmarkets offers to credit the Client through the Account the amount specified by Item 3 of Schedule 1 (the “**Supercharged Ace Bonus**”) upon the following conditions being met:
 - a. The Referred qualifies as wholesale or sophisticated investor and opens an ‘Ace’ Account;
 - b. A wholesale invest meets the Wealth Test being either minimum net assets of AUD\$2.5 million, or minimum gross income AUD\$250,000 for each of the last 2 years as verified by an accountant.
 - c. A sophisticated investor does not meet the Wealth Test but can demonstrate either that they have traded leveraged FX or CFDs 20 times per quarter for at least 4 quarters in the preceding 2 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 which requires knowledge of FX or CFDs.
 - d. The Referred deposits an amount equal to or greater than Item 4 of Schedule 1 (the “**Minimum Supercharged Deposit**”); and
 - e. The Referred trades an amount equal to or greater than Item 2 of Schedule 2 (the “**Minimum Volume**”) within 90 days of opening their account.
6. Subject to Clause 3 or 4 being met, Fairmarkets agrees to pay the Ace Bonus or Supercharged Ace Bonus within 5 business days to both the Referred and the Referrer into their trading account. Upon payment there will be no restriction placed on these funds.
7. For the avoidance of doubt, RT shall have the meaning “**Round Turn**”.
8. This agreement shall have no effect on the operation of other account held by the Client (if any) with Fairmarkets.

9. **Assignment.** The Client cannot assign or transfer this Agreement or its rights under this Agreement without the written consent of Fairmarkets.
10. **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.
11. **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.

12. **Counterparts.** This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
13. **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.

Executed as Agreement

EXECUTED by Client

Signature

Full Name

EXECUTED by FAIRMARKETS TRADING PTY LIMITED in accordance with section 126 of the Corporations Act by:

Signature

James O'Neill
Director

Schedule 1

Item	Description
Item 1	Where the Referred meets the Wealth Test: \$2,000.00 Where the Referred meets the Sophisticated Investor Test: \$1,500
Item 2	\$5,000.00
Item 3	Where the Referred meets the Wealth Test: \$5,000.00 Where the Referred meets the Sophisticated Investor Test: \$2,500
Item 4	\$10,000

Schedule 2

Item	Description
Item 1	100 Lots RT of Commodity CFDs; or 500 Lots RT of Index CFDs; or 50 Lots RT of FX CFDs.
Item 2	400 Lots RT of Commodity CFDs; or 2000 Lots RT of Index CFDs; or 200 Lots RT of FX CFDs.