

## ATFX "REFER A FRIEND" PROGRAM TERMS & CONDITIONS

April 2022 – June 2024



AT Global Markets LLC is a Limited Liability Company in Saint Vincent and the Grenadines with company number 333 LLC 2020. The Registered Office: 1st Floor, First St. Vincent Bank Bldg, James Street, Kingstown, St. Vincent and the Grenadines.

ATFX is running the "Refer a Friend" Program (hereinafter referred to as the **"Program"**) and invites all ATFX clients in the Philippines, Malaysia, Thailand, Vietnam, Korea, Taiwan, Singapore, Cambodia, Indonesia, India and Myanmar to participate. By participating in this Promotion, you agree to be bound by the Terms and Conditions (hereinafter referred to as the **"Terms"**) as set out below.

### 1. Interpretation of Terms

#### 1.1 In this Program:

- "Account" shall mean any ATFX trading account a Referral opens with ATFX.
- "Standard Terms of Business" shall mean the protocol entered into by the client and ATFX that govern all the trading activity of the client with ATFX. Standard Terms of Business consists of the client protocol, policies and terms of business, as these may be found in the account opening agreements section of the websites of ATFX and may be amended from time to time.
- "Standard Lot" shall mean a standardized quantity of the instrument which Referral is trading.
- "**Minimum number of lots**" shall mean the number of full standard lots that Referral needs to trade in order to allow Referrer and Referee to gain the reward on his/her balance.
- "Referrer" shall mean the ATFX client who refers friend(s) to ATFX under this Program.
- "Friend" shall mean any person(s) with whom the Referrer has a connection and accepts the invitation to be a Referral.
- "**Referee**" shall mean a friend as a natural person who has successfully registered and activated any live trading account with ATFX under this Program.
- "Qualified Referral" shall mean any Referee who has met the Trading Terms in clause 2.3 and 2.4 herein below.
- The **"Promotion Period"** is valid from April 1, 2022 (00:00) until June 30, 2024 (23:59).
- 1.2 Any terms which the meaning are not defined herein shall have the meaning explained in the Standard Terms of Business.
- 1.3 Times mentioned herein shall mean GMT +8 as applicable.

### 2. Eligibility Criteria

- 2.1 This Program is only available for any existing and new clients with an active trading account who is eligible to trade in accordance to, and have agreed to, the Standard Terms of Business.
- 2.2 Any client as a referrer who prefer to join this Program should accept the terms and conditions of this Program on the Client Portal.
- 2.3 During the promotion period, any client who has invited a new friend to open live trading account and referral has:

Tier 1: US\$100 first time deposit and completed 3 standard lots trading within 90 calendar days, both the referrer and referral can get US\$30 respectively as reward.

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### Tier 2: US\$500 first time deposit and completed 5 standard lots trading within 90 calendar days, both the referrer and referral can get US\$50 respectively as reward.

Example 1:

Mr. A has an active trading account with ATFX. He has agreed to the terms and conditions of the Refer A Friend Program on April 2, 2022 and then has invited Mr. B who's his friend to open live account on April 3, 2022. Mr. B registers with ATFX and opens his trading account successfully. Then he has made US\$100 deposits in his account. Afterwards, Mr. B has completed trading of 3 standard lots on April 30, 2022. As 1 result, Mr. A and Mr. B are eligible to receive US\$30 each as a reward.

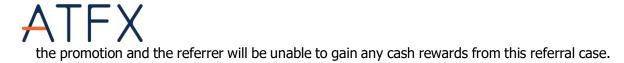
Example 2:

Mr. A has an active trading account with ATFX. He has agreed to the terms and conditions of the Refer A Friend Program on April 2, 2022 and then has invited Mr. B who's his friend to open live account on April 3, 2022. Mr. B registers with ATFX and opens his trading account successfully. Then he has made US\$500 deposits in his account. Afterwards, Mr. B has completed trading of 5 standard lots on April 30, 2022. As 1 result, Mr. A and Mr. B are eligible to receive US\$50 each as a reward.

- 2.4 Each Referral is entitled to a reward only once, and, each referrer has an upper limit of receiving maximum \$5,000 reward.
- 2.5 Client cannot join the Refer A Friend Program & SEA 50% Credit Bonus Promotion at the same time.

### 3. Specific Program Terms

- 3.1 The Program is applicable to CFDs, Forex, precious metals, commodities, indices & futures only (excluding cryptocurrencies CFDs and shares CFDs).
- 3.2 The Program is applicable to the MT4 Standard account only.
- 3.3 To join this program to get rewards, the referee is necessary to meet specified minimum deposit requirement.
- 3.4 Either when the qualified referral has met the trading requirement by finishing the minimum number of lots, the system will be calculated automatically in the promotion period and made the deposit of cash rebate to the accounts of both referrer and referral on the next trading day.
- 3.5 When referrer and referee have both received the reward in their trading account, the reward is in cash and withdrawable.
- 3.6 Only positions that were opened and closed within 90 calendar days after the referral has opened the account successfully to join the program will be counted as lots traded.
- 3.7 In case of any zero or negative balance in any of the trading account of the referee before completing the required lots trading during the promotion, the referral will be disqualified from



3.8 Introducing Broker (IB) who prefer to join this program can only refer the friends or potential clients to open personal account. If the clients are opening accounts under the IB, then the IB will still get commission from clients' trading but no cash rewards will be gained.

### 4. Miscellaneous

- 4.1 ATFX shall not be liable to the Referrer and Referee with respect to any subject matter of these terms under any contract, negligence, tort, strict liability, or other legal or equitable principle for any indirect, incidental, consequential, special, general or exemplary damages (including without limitation, loss of revenue or goodwill, or anticipated profits, or lost business) even if ATFX have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in these Terms, in no event shall ATFX's cumulative liability to the Referrer and Referee arise out of or related to these terms, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total reward(s) paid to the Referrer and Referee under these terms.
- 4.2 The participating IBs acknowledge that ATFX has the right, as in its sole discretion, deem fit to alter, amend, suspend, cancel or terminate the Program, or any aspect of the Program or the IBs participation in the Program at any time and upon any reasonable cause. Under no circumstances shall ATFX be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Program.
- 4.3 ATFX has the right to disqualify any clients who has accepted the current Program T&Cs if:
  - (a) A breach of these Terms and/or any term of the Standard Terms of Business occurs
  - (b) ATFX has reasonable grounds to believe there is a valid misuse of this Promotion
  - (c) The IB acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with this Promotion and its applicable Terms
- 4.4 In the Program of any dispute misrepresentation of the above applicable terms, such dispute or misinterpretation shall be resolved in good faith and as ATFX shall, in their sole and absolute discretion, deem fit and proper. The decision shall be final and binding. No further correspondence will be entertained.
- 4.5 We may at any time vary, modify, add to or delete any of the terms and conditions governing the Promotion, including canceling, postponing or rescheduling the Promotion, without prior notice or reason.
- 4.6 ATFX may, at its sole discretion, provide you with translations of the Promotion terms and conditions. The original English version shall be the only legally binding version for ATFX and you. In case of discrepancies between the original English version and other translations in your possession, the original English version shall prevail