



REFER A FRIEND TERMS AND CONDITIONS

This Document on Refer a Friend Terms and Conditions is effective from October, 2022 and shall remain effective until a more recent version is released. Finalto (South Africa) Pty Limited reserves the right to amend or supplement this Document at any time. This Document does not replace our Investment Services Agreement (Terms and Conditions of Trading) which we ask that you read carefully before you enter into any trading. The prevailing version of this Document is always available on our website www.markets.com.

This Program shall run until 31 December 2022 (the "**Promotional Period**").

1. TERMS AND CONDITIONS

1.1. These terms and conditions ("**Terms**") set out the rules for the markets.com Refer a Friend Program (the "**Refer a Friend Program**" or the "**Program**"). Under the Refer a Friend Program, Finalto (South Africa) Pty Ltd (the "**Company**") offers to its existing Clients (the "**Referrer**") the possibility to refer a friend (the "**Referred Client**") in order to receive a referral payment reward (the "**Payment**") or alternatively a bonus payment ("**Bonus**"). By participating in the Refer a Friend Program, the Referrer and the Referred Client are deemed to have accepted these Terms. Capitalized terms shall have the meaning ascribed to them in the Company's [Terms & Conditions](#) (the "T&C") as amended from time to time, unless otherwise defined herein.

1.2. Subject to these Terms, the Refer a Friend Program's Payments or Bonuses are as follows:

A) Where the Referred Client makes an initial deposit between USD 100 - USD 500 ("Minimum Initial Deposit") and trades at least five (5) lots.	B) Where the Referred Client makes an initial deposit between USD 500 - USD 1,000 ("Minimum Initial Deposit") and trades at least fifteen (15) lots.
The Referrer is eligible to receive a payment of: USD 50 Payment to Referrer Account OR USD 200 as Bonus (in the Referrer's discretion)	The Referrer is eligible to receive a payment of: USD 150 Payment to Referrer Account OR USD 500 as Bonus (in the Referrer's discretion)
C) Where the Referred Client makes an initial deposit between USD 1,000 - USD 2,000 ("Minimum Initial Deposit") and trades at least thirty (30) lots.	D) Where the Referred Client makes an initial deposit of above USD 2,000 ("Minimum Initial Deposit") and trades at least fifty (50) lots.
The Referrer is eligible to receive a payment of: USD 250 Payment to Referrer Account OR USD 750 as Bonus (in the Referrer's discretion)	The Referrer is eligible to receive a payment of: USD 375 Payment to Referrer Account OR USD 1,000 as Bonus (in the Referrer's discretion)

1.3. Only one option from the above table is applicable for the Refer a Friend Program Payment.

1.4. The Company shall offer to its existing clients who successfully refers a person to the Company, a one-time payment as stated in the table above per Referred Client during the Promotional Period, in accordance with the Terms. By participating in the Program, the Referrer and the Referred Client are deemed to have accepted these Terms.

2. TERMS AND CONDITIONS

2.1. A client will be deemed to be a 'Referrer' if all of the following conditions are met:

- be an individual (rather than a company);
- have successfully registered for an account with the Company;
- have satisfied all KYC, AML and other requirements for registration; and

- d) have maintained an active account during the Promotional Period, meaning that they must have executed at least one trade within the Promotional Period.

2.2. The client must not be any of the following:

- a) based in a Banned Jurisdiction;
- b) an employee of the Company or an employee of an Affiliate of the Company (or be an immediate family member of such an employee)
- c) a client who has not fulfilled the minimum funding requirements or who has a nil or negative balance on their trading account; or
- d) a client who has not commenced trading on their account.

3. ELIGIBILITY OF REFERRED CLIENT

3.1. A person will be deemed to be a 'Referred Client' provided that the person meets all of the conditions:

- a) be an individual (rather than a company)
- b) have successfully registered for an account with the Company;
- c) have satisfied all KYC, AML and other requirements for registration; and
- d) not expect any reward (Note: the Referral Payment Reward or Bonus is only applicable to the Referrer who introduced the Referred Client to the Company).

3.2. The person must not be any of the following:

- a) based in a Banned Jurisdiction;
- b) an individual who has executed (or has a pending request for) the closure of their account or the withdrawal of funds prior to Payment to the Referrer
- c) an individual who has previously opened and closed a trading account with the Company or any other entity in the Company's Group.

4. REDEEMING REFERRAL PAYMENT

4.1. To qualify for the Payment or Bonus the following procedure must be completed during the Promotional Period.

- a) The Referrer must send an email to refer-a-friend@markets.com by stating the following:
 - the name and email address of the intended Referred Client (Note: We will not contact the Referred Client; this is just so we can verify the referral); and
 - electing whether Payment or Bonus should be made to the Referrer Account.
- b) The Referred Client must register an account with markets.com by passing all KYC, AML and other requirements for registration.
- c) The Referred Client must deposit funds that exceed the Minimum Initial Deposit (or equivalent foreign currency), whether by one transaction or in aggregate.
- d) The Referrer must make at least one trade.
- e) The Referrer must inform the Company when the above steps have been completed by

submitting an email to refer-a-friend@markets.com or by contacting Customer Support team on Live Chat.

- 4.2. The Company shall assess whether all the conditions have been fulfilled. If the Company is satisfied that the conditions have been met, then the Payment or Bonus shall be made to the Referrer no later than thirty (30) business days after the date of such approval. Please note that in the absence of a selection by the Referrer, the default payment will be as a Bonus.
- 4.3. In all instances, a withdrawal of the Payment or Bonus will be subject to Client's compliance with the Company's onboarding, Account opening, AML and KYC procedures set out in the T&C.

Only one Payment shall be made per Referral Client falling under the payment programs sections A, B, C or D. If the Referrer has accepted a Payment or Bonus in respect of a Minimum Initial Deposit of the payments program as stated clearly above, cannot subsequently claim a Payment or Bonus in respect of a Minimum Initial Deposit belonging to another Program and/or Promotion.

5. MISCELLANEOUS

- 5.1. Failure to meet conditions - If, in the Company's sole discretion, the Referrer or Referee have missed any of the conditions for Payment or Bonus, then the Company shall not be obliged to make the Payment or Bonus.
- 5.2. Abuse - If, in the Company's sole discretion, there has been any improper or abusive trading or use in breach of the Terms, then the Payment or Bonus will not be awarded. The Company reserves the right, and has sole discretion, to prohibit any Referrer or Referred Client from participating in any aspect of the Program if the Company deems or suspects that such Referrer or Referred Client has engaged in or has attempted to engage in any abuse, damaging, tampering or fraud.
- 5.3. No waiver - any delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default under the Terms, shall not be deemed and shall not be construed as a waiver of its rights;
- 5.4. The Company reserves the right to amend any terms and conditions of the Program at any time and cancel the Program at any time and without prior notice.
- 5.5. The Referrer acknowledges and accepts that it is prohibited from presenting itself as agent or employee of the Company or otherwise to hold themselves out as representing the Company. Participation in the Program will not constitute or be deemed to constitute any form of partnership between the Company and the Referrer.
- 5.6. Under the Program, the Referrer will not act in any capacity that would require the Referrer to enter into an Introducing Broker arrangement.
- 5.7. By submitting the Referred Client's email address, the Referrer warrants they have obtained the Referred Client's consent to do so.
- 5.8. These Terms shall be governed by the laws of South Africa and any dispute arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

For any questions around the Program please contact support@markets.com.