



REFER A FRIEND

Terms and Conditions

March 2025

1. INTRODUCTION

FXTM¹ is excited to announce the “Refer a Friend Promotion” (the “Promotion”) and invites all Clients of FXTM from the Eligible Country to register. By registering and participating in the Promotion, you agree to be bound by the Terms and Conditions (the “Terms”) set out below.

2. INTERPRETATION OF TERMS

2.1. In this Program:

“**Account**” means a Client’s trading account with FXTM into which the Client deposits within the Promotion Period.

“**Eligible Country**” means Kenya and India only.

“**Friend**” means any person(s) with whom the Referrer has a bond or connection and has consented to receive the **Referrer Code**. The friend must register with FXTM, open an Account and adhere to the minimum deposits or other requirements of FXTM, by using the Referrer Code.

“**Operative Agreements**” refers to agreements entered between the Client and FXTM governing all trading activities, including the Client Agreement, Policies, and Terms of Business, which can be found in the Website’s [Terms and Conditions](#) section and may be amended periodically.

“**Qualified Friend**” refers to a Friend who meets the Trading Terms set forth in Section 3.1 below.

“**Referrer**” refers to a Client who shares their Referrer Link and refers Friends to FXTM.

“**Referrer Code**” is a unique, personalized code available in FXTM Platform. This code can be distributed by the Referrer and used to identify the Referrer’s activities and their Friends introduced to FXTM.

“**Reward**” refers to the reward points set forth in Section 4.1 e) for the Referrer and Section 4.1 f) for the Friend.

“**Trading Terms**” means the criteria set forth in Section 4.1 below.

“**Website**” refer(s) to www.fxtm.com.

2.2. Any words not defined herein shall have the meaning provided in the Operative Agreement.

2.3. All times referred to herein shall mean Eastern European Time (EET/EEST), as applicable.

3. ELIGIBILITY CRITERIA

3.1. To participate in this Program, you must meet the following requirements:

- a) You are a Client of FXTM, eligible to trade, and have agreed to the Operative Agreements;
- b) You accept the Terms of this Program

3.2. If a Referral is reassigned to a Partner before receiving a Reward, they will be removed from the Program, and the Reward will be forfeited.

4. TRADING TERMS

1 FXTM shall refer to Exinity Capital East Africa Ltd regulated by the Capital Markets Authority of the Republic of Kenya which is operating under the FXTM brand (available at www.fxtm.com).

- 4.1. To be eligible for a Reward, the Referrer and Friend must meet the following Trading Terms:
- a) The Friend must complete a total trading volume of at least 2,000 Tier Points to qualify for the minimum Friend's Reward, and at least 20,000 Tier Points to qualify for the maximum Friend's Reward.
 - b) The Friend must enter a Referrer Code before their first deposit for both the Friend and the Referrer to be eligible for the Reward.
 - c) All deposits up to \$500 made within 14 (fourteen) calendar days of applying the Referral Code will be considered for the Reward.
 - d) The Friend must trade within 10 (ten) calendar days of making the deposit to be eligible to receive the Reward.
 - e) The Referrer will receive up to 5,000 Reward Points when the Friend meets the minimum trading requirement of 2,000 Tier Points through their trading activity, and up to 50,000 Reward Points when the Friend meets the maximum trading requirement of 20,000 Tier Points through their trading activity;
 - f) The Friend will receive up to 25,000 Reward Points upon meeting the minimum trading requirement of 2,000 Tier Points, and up to 250,000 Reward Points when they meet the maximum trading requirement of 20,000 Tier points.
 - g) This Program is applicable to all instruments that earn Tier Points

5. REWARD LIMITS

- 5.1. Both Referrer and Friend are entitled to a Reward only once per Qualified Friend and irrespective of the number of times the Friend fulfils the Trading Terms.
- 5.2. The Reward shall be paid only to Referrers and Friends who have the status "Approved" as per the Operative Agreements.
- 5.3. Payment of Rewards will not be processed until both the Referrer and Friend obtain the status "Approved."
- 5.4. If abusive behavior is detected in a Client's trading activity, FXTM representatives will attempt to contact the Client within 5 working days. If unsuccessful, the Reward will not be paid.
- 5.5. The Reward will be credited to both the Referrer's and Friend's Account balances immediately.

6. THE REFERRER CODE

- 6.1. The Referrer confirms that Friends who receive the Referrer Code:
 - a) Consent to receive the Referrer Code; and
 - b) Are over 18 years old.
- 6.2. The Referrer understands that the Referrer Link should not be distributed to any Friend who resides in jurisdictions where FXTM does not offer services, as provided on the FXTM Website(s).
- 6.3. The Referrer shall not use the Referrer Link in any manner that is illegal, misleading, disparaging, obscene, or detrimental to FXTM.
- 6.4. Inappropriate use of the Referrer Code may lead to immediate termination of the Referrer's participation in the Program.

- 6.5. Referrer acknowledges that they are solely responsible for the distribution and use of the Referrer Link, and FXTM accepts no responsibility for how the Referrer Link is shared or used.

7. MISCELLANEOUS

- 7.1. Both the Referrer and Friend agree that:
- a) they have the legal right to participate in the Program and that their participation complies with applicable regulatory requirements;
 - b) they will act in good faith and not engage in misleading practices or actions that could harm FXTM's reputation;
 - c) they agree to indemnify FXTM for any liabilities or claims resulting from their failure to meet their obligations under these Terms. FXTM will not be liable for indirect, incidental, or consequential damages related to the Terms. FXTM's liability is limited to the total Rewards paid to the Referrer and Friend;
 - d) they are not agents of FXTM and cannot bind FXTM in any way. This Program does not create a partnership or agency relationship between the Referrer, Friend, and FXTM.
- 7.2. If a Friend wishes to be removed from the Referrer's link, then, the Friend will comply with such request, and the Referrer will have no further claims. FXTM is not liable for the consequences of such removals.
- 7.3. FXTM reserves the right to amend, suspend, or terminate the Program or nullify the Reward or profits gained at any time, if FXTM suspects fraud, abuse, misuse, collusion, manipulation, bad faith, arbitrage, deceit or similar actions with no liability for any resulting consequences.
- 7.4. In case of disputes, FXTM will resolve them at its discretion, with the decision being final and binding.
- 7.5. In case of discrepancies between translated versions of the Terms, the English version will prevail.