

Refer a Friend Terms and Conditions

1. Overview

Think Capital Limited (“ThinkMarkets”, “we”) are offering existing clients (“client”, alternatively, “you”, “Referrer”) a promotion which allows qualified new clients (“Friend”) of ThinkMarkets who are referred by you the opportunity to receive a bonus paid to both your and Friend’s trading account, subject to the following terms and conditions (“Promotion”).

2. Referrer eligibility

- 2.1. Only retail clients that have a live, approved account with ThinkMarkets under the Think Capital Limited entity are eligible to participate and become a Referrer.
- 2.2. You, as a Referrer must:
 - 2.2.1. Ensure your own account is fully completed with all the necessary KYC documentation (including but not limited to a valid photo ID and proof of address) approved by ThinkMarkets;
 - 2.2.2. Make a minimum \$250 deposit (or equivalent in another currency) and;
 - 2.2.3. Place at least 1 round turn trade of a minimum of \$100k exposure (see Eligible trades, and Minimum trading requirement below) and;
 - 2.2.4. Opt-in to agree to the Promotion Terms and participation.
- 2.3. When approved you will be eligible to become a Referrer and access your referral link from within the Client Portal. This link can be shared with your Friends. They will need to use this link to apply for a Live Account with ThinkMarkets. Failure to do so will result in no association and no eligibility for the Refer a Friend bonus.

3. Friend eligibility

- 3.1. Only retail clients that have a genuine new, live approved account with ThinkMarkets under the Think Capital Limited entity are eligible to participate.
- 3.2. Friend of the Referrer must first ensure he/she applied via the tracking link given him/her by Referrer, and Friend account has met the following requirements:
 - 3.2.1. Ensure Friend own account is fully completed with all the necessary KYC documentation (including but not limited to a valid photo ID and proof of address) approved by ThinkMarkets;
 - 3.2.2. Make a minimum \$250 deposit (or equivalent in another currency) and;
 - 3.2.3. Place at least 1 round turn trade of a minimum of \$100k exposure (see Eligible trades, and Minimum trading requirement below) and;
 - 3.2.4. Minimum deposit and trading requirements must be achieved within 30 days of Friend’s initial account application.
 - 3.2.5. It is important that the Friend uses the link given to Referrer to apply for a Live Account with ThinkMarkets. Failure to do so will result in no association and no eligibility for the Refer a Friend bonus.

4. Who is ineligible

- 4.1. Introducing Brokers, Money Managers, Partners and Affiliates, or clients of, are not eligible for participation in any part of this Promotion and;

- 4.2. Any Referrers or Friends who have not met the eligibility, deposit and trading conditions are not eligible for this Promotion and;
- 4.3. Any clients that have opt-out of this Promotion, or not used the referral link.

5. Eligible trades

- 5.1. Major FX pairs, Minor FX pairs, Precious metals, Commodities and Indices. Other products are not eligible to count towards the trading volume requirements for this Promotion.
- 5.2. Trades must be kept open for a minimum of 5 minutes and not be hedged in order to be considered eligible.

6. Minimum trading requirement

- 6.1. Eligible trades with an underlying exposure of US \$100,000 must be opened and closed during the qualifying period to be considered eligible. For example, a standard 1 lot round turn trade on EURUSD would meet the minimum trading requirements to qualify. The minimum trading requirements can be met on any CFD/FX account type or trading platform offered by ThinkMarkets.

7. Payment

- 7.1. Where the Refer a Friend requirements are met pursuant to the terms herein, the Referrer shall receive \$50.00 per successful eligible referral of Friend.
- 7.2. Where the Refer a Friend requirements are met pursuant to the terms herein, the Friend shall receive \$50.00, (collectively "Payment").
- 7.3. Payments shall be made to each the Referrer's and Friend's trading account within 72 hours of becoming due.
- 7.4. These funds can be used for trading, and/or can be withdrawn.
- 7.5. Referrers can make up to 20 successful referrals in a trailing 30-calendar day period. Qualified referrals above 20 in a trailing 30-calendar day period will not be considered eligible, nor will they be carried forward.
- 7.6. Payment will not be applied retroactively for past referrals, or for any clients that have or previously have had an approved account with ThinkMarkets.

8. Promotional Terms

- 8.1. You agree that by participating in this Promotion that you will be bound by these terms ("**Promotional Terms**") as well as the terms and conditions that apply to your ThinkMarkets account (the "**Terms and Conditions**"), and any other agreement you have with ThinkMarkets. Capitalised terms and expressions used in these Promotional Terms shall have the same meaning as in the Terms and Conditions unless specified otherwise. This Promotion is run by ThinkMarkets. To the extent that the Promotional Terms contradict the Terms and Conditions, the Terms and Conditions shall prevail.
- 8.2. This Promotion shall only apply to you while you have a Live, Approved, and Open account with ThinkMarkets.

9. Promotional Period

- 9.1. The Promotion begins 23 October 2023 at 00:01 A.M. (GMT) and ends 22 October 2024 at 23:59 PM (GMT) (“The Promotion Period”).

10. General

- 10.1. This Promotion is conditional on you complying with ThinkMarkets’ Terms and Conditions and you continuously meeting the following conditions:
 - 10.1.1. You act in good faith in relation to this Promotion;
 - 10.1.2. You do not participate in any abuse, improper conduct, or attempted abuse or improper conduct (including but not limited to toxic trading strategies such as the opening and closing of Margin FX or CFD transaction just for the benefit of earning a benefit “Churning”) in relation to this Promotion;
 - 10.1.3. Such determination of the above shall be made in ThinkMarkets’ sole discretion. ThinkMarkets reserves the right to deny participation to any eligible participant, if they are believed to be in breach of the Terms and Conditions of the Promotion.
 - 10.1.4. We reserve the right, in our sole discretion, to immediately disqualify any individual that tampers or attempts to tamper with the operation of the Promotion; are reasonably suspected of any form of manipulation of their trading or account or are subject to any outstanding dispute with ThinkMarkets. Determination of tampering, or attempts to tamper, is up to the sole discretion of ThinkMarkets.
 - 10.1.5. Your continued use of the Site and/or the Platforms after any posting of updated Promotion Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
- 10.2. Without prejudice to the generality of these Promotion Terms, we have the sole discretion to determine eligibility under these Promotion Terms, and/or decline any client a participant in the Promotion. Our decision in the exercise or interpretation of the Promotion or any of these Promotion Terms shall be final, conclusive and binding on Referrers and Friends.
- 10.3. The Promotion can only be claimed once per household.
- 10.4. You cannot refer a Friend more than once and the Friend cannot be referred by more than one Referrers. It is ThinkMarkets’ decision on who is eligible for the referral.
- 10.5. You cannot refer yourself either directly, or via a joint or corporate account you are associated with.
- 10.6. You cannot refer a family member, or a member of your household.
- 10.7. Payments cannot be transferred to another person or another client’s trading account.
- 10.8. Unless stated otherwise, all eligibility requirements are for US dollar accounts and in US dollar amounts. ThinkMarkets may accept the equivalent in other currencies, and apply a conversion rate of +/-4%.
- 10.9. ThinkMarkets reserve the right to alter, amend or terminate this Promotion, or any aspect, part or feature of it, at any time and without prior notice to you. We may make changes to these Promotion Terms and will notify you of these changes by posting the modified terms on the ThinkMarkets website. ThinkMarkets recommends that you revisit these Promotional Terms regularly, and by your continued use of the ThinkMarkets website and our services you accept any such modified terms.
- 10.10. ThinkMarkets shall not be responsible or liable for any loss, damages or costs suffered by you relating to or in connection with your participation in this Promotion, or in accepting any credit,

bonus, reward or prize under this Promotion, or from any amendments or termination of this Promotion.

- 10.11.** If any term of these Promotion Terms is found to be invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 10.12.** This Promotion is not to be combined or used in conjunction with any other promotion, incentive or offer provided by ThinkMarkets or its affiliates.
- 10.13.** ThinkMarkets reserves the right at its sole discretion to modify, suspend or terminate the Promotion without prior notice.
- 10.14.** Any fees, expenses, costs, or taxes imposed on you, in relation to these Terms and/or Promotion shall be your sole responsibility. ThinkMarkets shall not be responsible for any or all expenses associated with the “Promotion.”
- 10.15.** ThinkMarkets shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation; cancellations, war, weather, strikes, floods, lockouts, fires, pandemics, acts of God, terrorism, and/or delivery or other third-party delays, non-performance, or failures of any kind (“**Force Majeure**”).
- 10.16.** ThinkMarkets will not be held liable or responsible in any manner whatsoever for any problems or any losses incurred by participating clients, or any combination thereof, including any injury or damage resulting from participation or acceptance or otherwise in the promotion. You acknowledge and agree that this Promotion is not an inducement to trade. ThinkMarkets will not be liable for any trading losses, costs, taxes, charges, or damages incurred by the Referrer or Friend because of trading or participation in this Promotion. Trading CFDs, Forex and Derivatives carries a high level of risk. Traders should only trade in risk capital, that is, capital that traders can afford to lose. You can lose more than your initial investment.
- 10.17.** Participants and clients from Vietnam are excluded from this promotion.
- 10.18.** The Promotion Terms are governed by the laws of Bermuda. Any disputes regarding this Promotion are subject to the dispute resolution clauses in the Terms and Conditions.
- 10.19.** By accepting these Terms and Conditions and participating in the Promotion, you agree to all the Terms and Conditions herein, and agree that you fully understand the risks.

Updated: 30 October 2023