

‘Refer a friend’ campaign Terms and Conditions

Effective as of July 11, 2023

These terms and conditions (hereinafter referred to as the “**Terms and Conditions**”) govern the ‘refer a friend’ campaign (hereinafter referred to as the “**Campaign**”) that is organized by Admirals AU Pty Ltd (a private company that is limited by shares, duly incorporated in Australia (ABN 63 151 613 839), duly licensed to conduct financial service business by the Australian Securities and Investments Commission under license number 410681, hereinafter referred to as the “**Company**”).

1. EFFECTIVE DATE

The Campaign has entered into effect on July 11, 2023 (hereinafter referred to as the “**Effective Date**”), and will remain in effect until such time the Company determines in accordance to its sole and absolute discretion.

2. ENTRANCE TO THE CAMPAIGN

2.1. Subject to the Terms and Conditions, the Campaign is available to all new and existing clients (only natural persons) of the Company, that:

- I. Have been successfully onboarded as clients of the Company (to be determined in accordance to the Company’s sole and absolute discretion).
- II. Have opened a live (i.e., not demo) “Invest.MT5” account with the Company (hereinafter referred to as the “**Referrer’s Account**”).
- III. Have activated (by meeting the applicable minimum deposit requirements that are set by the Company) the Referrer’s Account.
- IV. Have selected (by ‘clicking on’ the respective button which can be found in the dashboard area of the designated “Dashboard” of the Company) to participate in the Campaign.
- V. Have fully agreed to the Terms and Conditions, in their entirety.

2.2. Each natural person that has complied with all conditions that can be found in Clause 2.1 of the Terms and Conditions will be considered as a referrer for the purpose of the Campaign (hereinafter referred to as the “**Referrer**”), and will, subject to the Terms and Conditions, be entitled to the Referrer’s Fee (as the term “Referrer’s Fee” is defined in Clause 3.4 of the Terms and Conditions).

3. SPECIFIC CONDITIONS

3.1. In the context of the Campaign, the Referrer will be assigned a unique referral link (hereinafter referred to as the “**Referrer’s Unique Referral Link**”), which the Referrer will be able to share with any natural person with whom the Referrer has a bond and/or connection (but not with any person with whom the Referrer has no acquaintance or association), which natural person may, potentially, become a Referral (as the term “Referral” is defined in Clause 3.2 of the Terms and Conditions).

3.2. Further to Clause 3.1 of the Terms and Conditions, the term “**Referral**” means a natural person with whom the Referrer has a bond and/or connection (but not any person with whom the Referrer has no acquaintance or association), who, as applicable in accordance with local laws and regulations, has never been onboarded as a client of the Company or

the respective Admiral Entity (as the term “Admiral Entity” is defined in Clause 4.6 of the Terms and Conditions), and who:

- (A) Has clicked on the Referrer’s Unique Referral Link, and
- (B) Has, as applicable in accordance with local laws and regulations, been redirected to the Company’s or the Admiral Entity’s website after clicking on the Referrer’s Unique Referral Link, and
- (C) Has (after having been redirected to, as applicable, the Company’s or the Admiral Entity’s website through clicking on the Referrer’s Unique Referral Link) submitted an application in order to be onboarded as a client of, as applicable in accordance with local laws and regulations, either the Company or the respective Admiral Entity, and
- (D) Has, as applicable (after having submitted the application to which reference is made in Clause 3.2 (C) of the Terms and Conditions)) been successfully onboarded as a client of the Admiral Entity or the Company (to be determined, as applicable, in accordance to the Company’s or the Admiral Entity’s sole and absolute discretion), and
- (E) Has successfully opened a live (i.e., not demo) “Invest.MT5” account with, as applicable in accordance with local laws and regulations, the Company or the Admiral Entity (hereinafter referred to as the “**Referral’s account**”), and
- (F) Has activated (by meeting the minimum deposit requirements that are set by, as applicable, the Company or the Admiral Entity) the Referral’s account, and
- (G) Has, after having successfully activated the Referral’s account to which reference is made in this Clause 3.2, concluded at least fifteen (15) trades in the Referral’s account within the Duration (as the term “Duration” is defined in Clause 3.4 (A) of the Terms and Conditions)).

3.3.If the Referrer’s Referral follows all the applicable steps in the specific order that such steps are presented in Clause 3.2 (A) – (G) of the Terms and Conditions, such Referral will be entitled to the payment (by, as applicable, the Company or the Admiral Entity) of the one-off amount of USD 15 (or the equivalent amount in such Referral’s base account currency) (hereinafter referred to as the “**Referral Amount**”). Once received, the Referral Amount will be displayed in the Referral’s account.

3.4. If the Referrer’s Referral follows all the applicable steps in the specific order that is presented in Clause 3.2 (A) – (G) of the Terms and Conditions, such Referrer will be entitled to the payment (by the Company) of the one-off amount of USD 15 (or the equivalent amount in such Referrer’s base account currency) for such Referral (hereinafter referred to as the “**Referrer’s Fee**”), subject to the following limitations:

- (A) The Referrer’s participation in the Campaign will endure for three hundred and sixty-five (365) days from the date of the Referrer’s entrance into the Campaign, which entrance, for the avoidance of doubt, will be deemed as having commenced on the date on which the Referrer fulfils all conditions that are indicated in Clause 2.1 of the Agreement (hereinafter referred to as the “**Duration**”).
- (B) The Referrer will, within the Duration, be allowed a maximum of fifty (50) Referrals (hereinafter referred to as the “**Maximum Referrals**”).
- (C) As soon as the Duration concludes, it will be deemed that the Campaign has expired for the Referrer, and the Referrer will not be allowed to enter and/or re-enter to the Campaign and/or any campaign which is same or similar to the Campaign, and is

or will be organized by the Company and/or any companies that are explicitly authorized to operate under the “Admiral Markets” and/or “Admirals” trademarks.

3.5. Once received, the Referrer’s Fee will be displayed in the Referrer’s Account.

3.6. The Referrer’s Fee and/or the number of Maximum Referrals may, without prejudice to the Company’s rights that are indicated in Clause 4.7 of the Terms and Conditions, only be changed when:

- (A) The Referrer submits a respective written request to the Company, and
- (B) The Company provides its explicit written and unconditional consent to the Referrer as to such request.

4. MISCELLANEOUS

4.1. The Referrer represents and warrants that:

- (A) The Referrer will not guarantee any outcome(s) whatsoever.
- (B) The Referrer will not submit any misleading information and/or misrepresent the Company and/or the Company’s affiliates, subsidiaries, associated, related, and contracted companies, and their officers, employees and agents and/or its and/or their (as applicable) services and/or itself.
- (C) The Referrer will not act as an affiliate and/or agent and/or appointed representative of the Company and/or hold itself out as having any authority to do so and/or provide and/or accept any commitment and/or guarantee and/or obligation and/or responsibility and/or liability and/or otherwise whatsoever on behalf of the Company and/or the Company’s affiliates, subsidiaries, associated, related, and contracted companies, and their officers, employees and agents.
- (D) The Referrer will not, in any way, shape or form, approach any Referral and/or potential Referral who is under eighteen (18) years of age, and/or actively market and/or advertise the Campaign to any person who is under eighteen (18) years of age.

4.2. The Referrer will use the Referrer’s Unique Referral Link in a legal, ethical and honest manner. In addition, the Referrer acknowledges and agrees that in the event where the Company instructs the Referrer to, indicatively but not exhaustively, for whatever reason, cease or cancel or alter any publication or communication and/or otherwise whatsoever, made by the Referrer in the context of the Campaign, the Referrer will comply with such instructions immediately.

4.3. The Referrer acknowledges and agrees that they (i.e., the Referrer) will only share the particulars of the Campaign with Referrals and/or potential Referrals, only on a ‘for your information’ basis. As such, the Referrer acknowledges and understands that they (i.e., the Referrer) will not (indicatively and not exhaustively), in any way, shape or form (either directly and/or indirectly), solicit and/or attempt to solicit and/or recommend and/or attempt to recommend the Terms and Conditions and/or the Campaign and/or the Referrer’s Unique Referral Link and/or any part thereof, to any Referral and/or potential Referral.

4.4. The Referrer or potential Referrer and the Referral or potential Referral acknowledge and agree that the Referrer’s Unique Referral Link and the Campaign (as a whole) is not and should not be construed as providing legal and/or tax and/or investment and/or financial

and/or other advice and/or a solicitation and/or a recommendation and/or an endorsement and/or an offer by the Company and/or any third party (including, but not limited to, the Admiral Entities) to buy and/or sell any financial instrument(s) whatsoever.

- 4.5. Should the Referrer or potential Referrer or the Referral or potential Referral provide any legal and/or tax and/or investment and/or financial and/or other advice, and/or guarantee any outcome(s) and/or recommend and/or endorse any financial instrument(s) and/or solicit any person(s), they (i.e., the Referrer or potential Referrer or the Referral or potential Referral) shall, as applicable, be fully and unconditionally liable for such.
- 4.6. The Referrer acknowledges that during the operative period of the Campaign, there may be other companies (apart from the Company) which are explicitly authorized to operate under the “Admiral Markets” and/or “Admirals” trademarks (each, an “**Admiral Entity**”, and together, the “**Admiral Entities**”) that will be holding campaign(s) whose offering(s) is/are (as applicable) the same or similar with the Campaign (hereinafter referred to as the “**Additional campaigns**”), and relevantly agrees not to apply and/or attempt to apply for participation in any such Additional campaigns of the Admiral Entities.
- 4.7. The Company reserves the right, in its sole and absolute discretion, to alter, amend, suspend, cancel or terminate the Campaign and/or the Terms and Conditions, and/or any part thereof, without prior notice. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Campaign and/or the Terms and Conditions.
- 4.8. By participating in the Campaign, the Referrer or potential Referrer and the Referral or potential Referral consent to the processing of their personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. The personal data of a Referrer or potential Referrer and a Referral or Potential Referral will be retained and used in accordance to the Company’s privacy policy, a copy which will, at all times, be available on the Company’s website.
- 4.9. The Company and/or related and/or affiliated and/or contracted (with the Company) companies shall not be liable for any damages and/or losses and/or tax implications and/or any other damages and/or losses and/or implications of whatsoever nature, that may be suffered by any Referrer or potential Referrer, or any Referral or potential Referral.
- 4.10. The Company and/or related and/or affiliated and/or contracted (with the Company) companies shall not be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to the Referrer or potential Referrer and to the Referral or potential Referral and/or any other person’s computer or mobile telephone related to or resulting from participation or intended participation in the Campaign.
- 4.11. Should the Terms and Conditions be translated into any other language but English, the English version shall remain controlling and prevail on any question of interpretation or otherwise.

- 4.12. To the maximum extent permitted by law, the Company excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, incidental, special or consequential, arising in any way out of the Campaign.
- 4.13. The Referrer or potential Referrer and the Referral or potential Referral agree, at all times, to indemnify and hold harmless the Company, its affiliates, subsidiaries, associated, related, and contracted companies, and their officers, employees and agents (“**those indemnified**”) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused by the Referrer or potential Referrer or the Referral or potential Referral and/or any persons acting under their control and/or direction and/or instructions and/or authority.
- 4.14. The Company and/or affiliated and/or subsidiary and/or associated and/or related and/or contracted (with the Company) companies will not be liable for performance delays nor for non-performance due to causes beyond its/their (as applicable) reasonable control.
- 4.15. Headings used in the Terms and Conditions are for ease of reference only and shall not be construed as interpreting such.
- 4.16. The Company may, in the event where it deems that a Referrer or potential Referrer or a Referral or potential Referral has and/or have and/or may have, breached and/or violated, as applicable, the Company’s and/or the Admiral Entity’s Terms and Conditions and/or the terms and conditions (that govern the respective client relationship), policies and/or procedures and/or committed any fraudulent and/or abusive and/or manipulative actions, to proceed with either or all of the following actions, which actions, for the sake of clarity, are indicative and not exhaustive:
- (A) Withhold and/or cancel and/or subtract the Referrer’s Fee and/or the Referral Amount and/or any part thereof.
 - (B) Terminate the respective relationship with the Referrer and/or with the Referral with immediate effect.
 - (C) Block the Referrer and/or the Referral from accessing their accounts (including, but not limited to, the Referrer’s Account and/or the Referral’s account).
- 4.17. In the event where the Company deems, in accordance to its sole and absolute discretion, that a Referrer or potential Referrer has, and/or may have, acting on their own behalf or with others (such as, but not limited to, with Referrals and/or potential Referrals, or vice versa), attempting to extract the Referrer’s Fee and/or the Referral Amount, it (i.e., the Company) may proceed, without limitation, with the assumption of either or all of the indicative actions to which reference is made in Clause 4.16(A)-(C) of the Terms and Conditions.
- 4.18. The Company will not be liable for any losses, such as, but not limited to, where the open positions and/or floating profit/loss in the Referrer’s Account and/or the Referral’s account and/or other accounts that are held with, as applicable, the Company or the Admiral Entity, results in the Referrer’s or the Referral’s removal from the Campaign.

- 4.19. The Terms and Conditions are in addition to the Company's applicable disclosure documents and policies, as well as the terms and conditions that govern the client relationship between, as the case may be, the Company and the Referrer, or the Company and the Referral.
- 4.20. Use of the singular includes the plural and vice versa; use of any gender includes the other genders.
- 4.21. If any term and/or provision of the Terms and Conditions shall be held or made invalid by a court decision, the remainder of the Terms and Conditions shall not be affected thereby.
- 4.22. The Referrer will ensure that the Referral and/or potential Referral will, indicatively but not exhaustively, receive a copy of the Terms and Conditions, examine the Terms and Conditions, and fully and thoroughly understand the duties, obligations and rights that they (i.e., the Referral and/or potential Referral) will be undertaking in accordance to the Terms and Conditions.
- 4.23. The Referrer and/or potential Referrer acknowledges and agrees that it (i.e., the Referrer and/or potential Referrer) has examined the Terms and Conditions, and has fully and thoroughly understood the duties, obligations and rights that they (i.e., the Referrer and/or potential Referrer) will be undertaking in accordance to the Terms and Conditions.
- 4.24. These Terms and Conditions supersede any prior version thereof, and come into effect on July 11, 2023 (hereinafter referred to as the "**Third Revision Date**"). In addition, these Terms and Conditions will, from the Third Revision Date, also have retrospective effect and relevantly apply retrospectively to all Referrers (which means that this also applies to the Referrer's Referrals) who have already joined the Campaign.

5. GOVERNING LAW AND JURISDICTION

The Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and the courts of New South Wales will have exclusive jurisdiction to resolve any dispute arising in relation to the subject matter of the Terms and Conditions.